00 01 01
Project Manual and Specifications

Blaine House & Parking Garage Driveway Reconstruction Project

Blaine House/State of Maine Parking Garage
Chamberlain (Grove) Street
Augusta, Maine
PT #1872

Owner:
State of Maine
Augusta, Maine 04333

Prepared by:
Bureau of General Services
77 State House Station
111 Sewall Street
Augusta, Maine 04333-0077

August 20, 2015

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00 11 13
Notice to Contractors

Blaine House & Parking Garage Driveway Reconstruction Project

The State of Maine through the Bureau of General Service (BGS) is requesting proposals to regrade and pave three driveways. Two of the driveways are at the Blaine House and the third is at the State of Maine parking garage. The project will include the installation of a new catch basin and manhole which will be tied into the city storm sewer on Chamberlain Street. This project will also include the removal and reinstallation of security and communications components.

The cost of the work is approximately $ 150,000. The work to be performed under this contract shall be completed on or before *October 30, 2015*.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "Bid for *Blaine House & Parking Garage Driveway Reconstruction* " and addressed to:
   Valerie Chiang
   Bureau of General Services
   4th Floor, Cross State Office Building, 111 Sewall Street
   77 State House Station
   Augusta, Maine 04333-0077
   will be opened and read aloud at *the address shown above* at **2:00 p.m.** on ***Wednesday, September 9, 2015***. Bids submitted after the noted time will not be considered and will be returned unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

3. Bid security *is required* on this project.
   The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner.

4. Performance and Payment Bonds *are required* on this project.
   The selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work.

5. Filed Sub-bids *are not required* on this project.

6. An on-site pre-bid conference *will* be conducted for this project.
   The pre-bid conference is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave the meeting early may be prohibited from participating in this meeting and bidding. *The pre-bid conference will be held on Tuesday, September 1, 2015 at 10:00 a.m. Bidders will meet at the Blaine House Driveway entrance gate on Chamberlain (Grove) Street.*

7. Electronic Bid Documents will be available on or about *August 24, 2015* at no cost from:

   http://www.maine.gov/bgs/constrpublic/contractors/gc_rfp.htm

00 21 13
Instructions to Bidders

1. Bidder Requirements

1.1 A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.

1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.

1.3 Contractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.

1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.

1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.

1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.

1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.

2. Authority of Owner

2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the sum of the lowest acceptable bid plus any Alternate Bids the Owner elects to include.

2.3 The Owner is exempt from the payment of Federal Excise Taxes and Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes on items "…physically incorporated in real property …". The bidder shall not include these taxes in their bid. See Section 00 72 13 for additional information.

3. Submitting Bids and Bid Requirements

3.1 Each bid shall be submitted on the forms provided in the Bid Documents.

3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid opening date and time.

3.3 A bid that contains an escalation clause is considered invalid.

3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.

3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over $125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.

3.6 Bidders may modify bids in writing prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.

3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Architect shall not issue Addenda affecting bidders less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.

3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

3.9 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.

3.10 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.

00 41 13
Contractor Bid Form

Blaine House & Parking Garage
Driveway Reconstruction Project

To: *Valerie Chiang*
Bureau of General Services
77 State House Station
111 Sewall Street
Augusta, Maine 04333-0077

The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, specifications and drawings dated *August 20, 2015*, prepared by *Thayer Engineering Company and Bureau of General Services* for *Blaine House & Parking Garage Driveway Reconstruction Project*, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of:

_____ Dollars

$ _____

Allowances *are not included* on this project.

1. Alternate bids *are included* on this project.
   Any dollar amount line below that is left blank by the Bidder shall be taken as a bid of $0.00.
   Alternate Bid prices are as follows:

   Alternate No. 1: Install underdrains at the staff driveway $ _____

   Alternate No. 2: Pave and regrade the circular driveway $ _____

   Alternate No. 3: Pave and regrade the parking garage driveway $ _____

2. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

   Addendum No. ____ Dated: _____
   Addendum No. ____ Dated: _____
   Addendum No. ____ Dated: _____
   Addendum No. ____ Dated: _____
   Addendum No. ____ Dated: _____

3. Bid security *is required* on this project.
   The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

4. Filed Sub-bids *are not required* on this project.

5. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday or other closure day, Saturday or Sunday.

   As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

6. This bid is hereby submitted by:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

00 43 13
Contractor Bid Bond

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of ***five percent of the bid amount***, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the bid due date.

The condition of the above obligation is such that whereas the principal has submitted to the Owner, or State of Maine, to a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of ***insert name of project as designated in the contract documents***

Now therefore:

If said bid shall be rejected, or, in the alternate,

If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto, properly completed in accordance with said bid, and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid and said Surety does hereby waive notice of any such extension.

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the bid due date.

Contractor

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

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

AdvantageME:
Appropriation No: _____

STATE OF MAINE
Bureau of General Services
CONSTRUCTION CONTRACT

THIS AGREEMENT made the ***date*** day of ***month*** in the year ***2013*** by and between the State of Maine through the ***Department name*** hereinafter called the *Owner* and ***Contractor company name*** hereinafter called the *Contractor.*

BGS Project No.: ***insert number assigned by BGS (not the PIP number)***
Other Project No.: _____

The *Owner* and the *Contractor* for the consideration hereinafter named agree as follows:

ARTICLE 1 SCOPE OF WORK

§ 1.1 The *Contractor* shall furnish all of the materials and perform all the work described in the specifications and shown on the drawings for the project entitled: ***insert title of project shown on documents***.

§ 1.2 The specifications and the drawings have been prepared by ***firm name***, acting as Designer and named in the documents as the Architect or Engineer. This firm has responsibilities for defining the scope of work governed by their agreement with the *Owner*, the specifications and the drawings, and the General Conditions and Special Provisions of the contract.

ARTICLE 2 COMPLETION DATE

§ 2.1 The work to be performed under this contract shall be completed on or before ***date***. For each calendar day the project remains uncompleted ***$0.00*** shall be charged as liquidated damages.

ARTICLE 3 CONTRACT SUM

§ 3.1 The *Owner* shall pay the *Contractor* for the performance of the contract, subject to additions and deductions provided by approved Change Orders in current funds as follows:
amount in words dollars and ***00***cents,
$0.00

ARTICLE 4 CONTRACT BONDS

§ 4.1 Contract bonds are not required if the contract amount is less than $125,000 unless bonds are specifically mandated by the contract documents.

§ 4.2 On this project, the *Contractor* ***shall*** furnish the *Owner* the appropriate contract bonds in the amount of 100% of the contract amount.

SAMPLE

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 The *Owner* shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the Architect or Engineer.

§ 5.2 The *Owner* may cause the *Contractor* to be paid such portion of the amount retained hereunder as he deems advisable.

ARTICLE 6 FINAL PAYMENT

§ 6.1 Final payment shall be due 30 days after completion and acceptance of the work, provided the *Contractor* has submitted evidence satisfactory to the *Owner* that all payrolls, material bills and other indebtedness connected with the work has been paid.

ARTICLE 7 CONTRACT DOCUMENTS

§ 7.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract; they are as fully a part of the contract as if hereto attached or herein repeated.

§ 7.2 Specifications: ***date of issuance***

§ 7.3 Drawings: ***each sheet number and title***

§ 7.4 Addenda: ***each addenda number and date, or "none"***

ARTICLE 8 OTHER PROVISIONS

§ 8.1 ***There are no other provisions***

SAMPLE

The *Owner* and the *Contractor* hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereby execute this agreement the day and year first above written.

OWNER	**CONTRACTOR**
(Signature) *(Date)*	*(Signature)* *(Date)*
(Printed name and title)	*(Printed name and title)*
(Department name)	*(Contractor company name)*

SAMPLE

BUREAU OF GENERAL SERVICES	
Contract Reviewed by:	Contract Approved by:
(Signature) *(Date)*	*(Signature)* *(Date)*
	Joseph Ostwald
Project Manager/ Contract Administrator	*Director, Planning, Design & Construction*

00 61 13.13
Contractor Performance Bond

Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of the Contract Price $ ***insert the Contract Price in numbers*** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the construction contract, for the construction of ***insert name of project as designated in the contract documents***, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the construction contract.

Contractor

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

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

00 61 13.16
Contractor Payment Bond

Bond No.: **insert bond number**

We, the undersigned, ***insert company name of Contractor***, ***select type of entity*** of ***insert name of municipality*** in the State of ***insert name of state*** as principal, and ***insert name of surety*** as Surety, are hereby held and firmly bound unto ***select title of obligee*** in the penal sum of the Contract Price $ ***insert the Contract Price in numbers*** for the use and benefit of claimants, defined as an entity having a contract with the principal or with a subcontractor of the principal for labor, materials, or both labor and materials, used or reasonably required for use in the performance of the contract, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the construction contract, for the construction of ***insert name of project as designated in the contract documents***, and shall fully reimburse the oblige for all outlay and expense with said oblige may incur in making good any default of said principal, then this obligation shall be null and void.

Otherwise, the same shall remain in force and effect- it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received hereby stipulates and agrees that the obligation of said Surety and its bonds shall be in no way impaired or affected by any extension of the time which the Obligee may accept during the performance of the contract and said Surety does hereby waive notice of any such extension.

In witness whereof, the principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Signed and sealed this ***insert day, i.e.: 8th*** day of ***select month***, ***select year***, which is the same date as that of the construction contract.

Contractor

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

Surety

_____

(Signature)

insert name and title

insert company name

insert address
insert city state zip code

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

00 71 00
Definitions

1. Definitions

1.1 *Addendum*: A document issued by the Architect that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.

1.2 *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.

1.3 *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.

1.4 *Architect*: The Architect or Engineer acting as Professional-of-Record for the project. The Architect is responsible for the design of the Project.

1.5 *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of Work.

1.6 *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the project.

1.7 *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.

1.8 *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative.

1.9 *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.

1.10 *Bureau*: The State of Maine Bureau of General Services in the Department of Administrative and Financial Services.

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

1.12 *Certificate of Substantial Completion*: A document developed by the Architect that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended

purpose. The Certificate of Substantial Completion also include a provisional list of items (a "punch list") remaining to be corrected by the Contractor, if any, and identifies a date from which the project warranty period commences.

1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.

1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Architect and approved by the Bureau.

1.15 *Change Order Proposal (COP)*: Change proposed by the Contractor in the contract amount, requirements, or time, which becomes a Change Order when approved by the Owner.

1.16 *Clerk of the Works*: The authorized representative of the Architect on the job site. Clerk of the Works is also called Architect's representative.

1.17 *Construction Change Directive (CCD)*: A written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.

1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.

1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.

1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).

1.21 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

1.22 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.

1.23 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.

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

1.25 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.

1.26 *Final Completion*: Project status indicating when the Work is fully completed in compliance with the Contract Documents. Final Completion is documented by a date on which the Contractor's obligations under the contract are complete and accepted by the Owner and final payment becomes due and payable.

1.27 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.

1.28 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Architect and Contractor.

1.29 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.

1.30 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.

1.31 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.

1.32 *Post-Bid Addendum*: Document issued by the Architect that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

A Post-Bid Addendum may also be issued after a competitive construction Bid opening to those Bidders who submitted a Bid initially, for the purpose of rebidding the Project work without re-advertising.

1.33 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The entire public improvement project may also include separate construction and other

activities conducted by the Owner or other contractors. The Owner shall inform all contractors of the scope of the entire public improvement project relative to each individual contract.

1.34 *Proposal*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. After acceptance by all parties a proposal amends the contract and is implemented by the Contractor.

1.35 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.36 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.

1.37 *Request For Information (RFI)*: A Contractor's written request to the Architect for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of Work.

1.38 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.

1.39 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values.*

1.40 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)

1.41 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.

1.42 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

1.43 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.

1.44 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

1.46 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.

1.47 *Substantial Completion*: Project status indicating when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.

1.48 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Architect.

1.49 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.

1.50 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

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General Conditions

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1. Preconstruction Conference

1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Architect. The purpose of this conference is to:

a) introduce all parties who have a significant role in the Project, including:
Owner (State Agency)
Bureau of General Services (BGS)
Architect
Consultants
Clerk-of-the-works
Contractor (GC)
Superintendent
Subcontractors
Other State agencies
Owner's Representative
Construction testing company
Commissioning agent
Special Inspections agent;

b) review the responsibilities of each party;

c) review any previously-identified special provisions of the Project;

d) review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Architect;

e) review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Architect;

f) establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;

g) discuss jobsite issues;

h) discuss Project close-out procedures;

i) provide an opportunity for clarification of Contract Documents before work begins;

j) schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.

2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Architect and authorized in writing by the Architect, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.

2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Architect in writing of such errors or omissions. The Architect shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

3. Additional Drawings and Specifications

3.1 The Owner shall provide to the Contractor, at no additional expense to the Contractor, a reasonable quantity of additional Drawings and Specifications for the execution of the Work.

3.2 The Architect shall promptly furnish additional revised Drawings and Specifications that are created due to corrections or clarifications made by the Architect. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Record of Documents

4.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Architect.

4.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions, Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Architect.

5. Ownership of Contract Documents

5.1 The designs represented on the Contract Documents are the property of the Architect. The Drawings and Specifications shall not be used on other work without consent of the Architect.

6. Shop Drawings

6.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.

6.2 The Architect shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.

6.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.

6.4 The Contractor shall make any corrections required by the Architect, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Architect shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Architect at the time of submission and secured the Architect’s written approval. The acceptance of Shop Drawings or schedules by the Architect does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

7. Samples

7.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Architect. The Architect shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

8. Substitutions

8.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

8.2 The Contractor may submit detailed information about a proposed substitution to the Architect for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Architect. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

8.3 The Architect may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Architect should briefly state the rationale for the decision. The decision shall be considered final.

8.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

9. Patents and Royalties

9.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.

9.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

10. Surveys, Layout of Work

10.1 The Owner shall furnish all property surveys unless otherwise specified.

10.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the

axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.

10.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Architect prior to commencing work.

11. Permits, Laws, and Regulations

11.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.

11.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.

11.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.

11.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.

11.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.

11.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Architect in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.

11.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.

12. Taxes

12.1 The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes. Pricing in all Change Order Proposals from the Contractor and Subcontractors shall not include these taxes.

12.2 Maine statute (36 M.R.S.A. §1760) allows "…an exemption from sales and use tax on items which will be physically incorporated in real property of an exempt organization. This exemption only applies to lumber, hardware, doors and windows, nails, insulation and other building materials actually affixed to realty. Tools, wearing apparel, consumable supplies, machinery and equipment used by the Contractor are taxable even if purchased specifically for the exempt job."

12.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S.A. §1760 and detailed in Rule 302 (18-125 CMR 302).

13. Labor and Wages

13.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.

13.2 The Architect shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of $50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.

13.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.

13.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.

13.5 The Contractor shall conform to Maine statute by providing to the Owner a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

13.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.

13.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.

13.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

14. Insurance Requirements

14.1 The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this article and such insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to commence work on a subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

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

14.3 The Contractor and any Subcontractor shall procure and maintain for the duration of the Project insurance of the types and limits set forth under this article and such insurance as will protect themselves from claims which may arise out of or result from the Contractor’s or Subcontractor’s execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance coverage provided by the Contractor and any Subcontractor will be primary coverage.

14.4 Workers' Compensation Insurance

Worker's Compensation insurance for all employees on site in accordance with the requirements of the Workers' Compensation law of the State of Maine.

Minimum acceptable limits for Employer's Liability are:

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

14.5 Liability Insurance

a) General Liability Insurance

General liability insurance for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. It shall include collapse and underground coverage - as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a per location or project basis.

Minimum acceptable limits are:

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

b) Automobile Liability Insurance

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

Minimum acceptable limit is:

Any one accident or loss $1,000,000

c) Owners Protective Liability Insurance

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

Minimum acceptable limits are:

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

d) Pollution Liability Insurance

In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Contractor or its Subcontractor shall secure a pollution liability policy in addition to any other coverages contained in this section. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project.

Minimum acceptable limit is:

Each occurrence limit $1,000,000

14.6 Property Insurance

a) New Construction Only

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interest may appear. The covered cause of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Coverage shall be on a replacement cost and a completed value basis. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

b) Renovations within and Additions to Existing Buildings Insured by State of Maine Risk Management Division

Insurance shall be provided by the Owner. The Owner shall provide the following Project information to the State of Maine Risk Management Division prior to commencement of the Work in order to initiate the insurance coverage: building name, street address and municipality, brief project description, project start date and completion date, contract dollar value, and Contractor name and address. Said insurance shall name the Contractor and all Subcontractors as insureds as their interest may appear. The covered causes of loss form shall be Risks of Direct Physical Loss, endorsed to include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Theft coverage is not included and exclusions common to commercial property policies are applicable. The Contractor shall be responsible for a $500 deductible per occurrence. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner. Verification of insurance will be furnished to the Contractor upon request. The Contractor may independently acquire, at the Contractor's expense, coverage in excess of that maintained by the State of Maine.

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

15. Contract Bonds

15.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be executed on the forms furnished in the Bid Documents. The bonds shall allow for any addition or deductions of the contract.

15.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

16. Allowances

16.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.

16.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

17. Assignment of Contract

17.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

18. Separate Contracts

18.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.

18.2 The Contractor shall promptly report to the Architect and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.

18.3 Similarly, the Contractor shall promptly report to the Architect and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.

18.4 The Contractor shall report to the Architect and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.

18.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

19. Subcontracts

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

19.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Architect and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.

19.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.

19.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.

19.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

20. Contractor-Subcontractor Relationship

20.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.

20.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed by the Subcontractor, the dollar amount allowed to the Contractor at the time each Contractor's Requisition for Payment is approved by the Owner.

20.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.

20.4 The Contractor shall pay the Subcontractor on demand for subcontract work or materials as far as executed and fixed in place, less retainage, at the time the Contractor's Requisition for Payment is approved by the Owner, even if the Architect fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.

20.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.

20.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.

20.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

20.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.

20.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.

20.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.

20.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Architect's instructions.

21. Supervision of the Work

21.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

21.2 The superintendent represents the Contractor on the jobsite. Directives given by the Architect or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Architect and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.

21.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Architect. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Architect that was not revealed by the superintendent in a timely way.

22. Observation of the Work

22.1 The Contractor shall allow the Owner, the Architect and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.

22.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.

22.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Architect.

22.4 The Architect shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Architect, the Contractor shall notify the Architect of the construction schedule in this regard. Work concealed or buried prior to the Architect's approval may need to be uncovered at the Contractor’s expense.

22.5 The Architect may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.

22.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Architect as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.

23. Architect's Status

23.1 The Architect represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Architect has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Architect has authority to stop the work whenever such an action is necessary, in the Architect's reasonable opinion, to ensure the proper execution of the contract.

23.2 The Architect is the interpreter of the conditions of the contract and the judge of its performance. The Architect shall favor neither the Owner nor the Contractor, but shall use the Architect’s powers under the contract to enforce faithful performance by both parties.

23.3 In the event of the termination of the Architect's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Architect relative to this contract shall be that of the former Architect.

24. Management of the Premises

24.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Architect's directions shall not cause the use of premises to be impeded for the Contractor or Owner.

24.2 The Contractor shall not use the premises for any purpose other that that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.

24.3 The Contractor shall enforce the Architect’s instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.

24.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

25. Safety and Security of the Premises

25.1 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.

25.2 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.

25.3 The Contractor shall designate, and make known to the Architect and the Owner, a safety officer whose duty is the prevention of accidents on the site.

25.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.

25.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.

25.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.

25.7 Damage to the Work, including that which is reasonably protected, shall be repaired or replaced at the expense of the party who caused the damage.

25.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Architect may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.

25.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Architect must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.

25.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

25.11 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

26. Changes in the Work

26.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.

26.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.

26.3 The Architect shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.

26.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Architect. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

26.5 The method of determining the dollar value of extra work shall be by:

a) an estimate of the Contractor accepted by Owner as a lump sum, or
b) unit prices named in the contract or subsequently agreed upon, or
c) cost plus a designated percentage, or
d) cost plus a fixed fee.

26.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods using the following rates. The rates include all overhead and profit expenses.

a) Contractor - for any work performed by the Contractor's own forces, 20% of the cost;
b) Subcontractor - for work performed by Subcontractor's own forces, 20% of the cost;
c) Contractor - for work performed by Contractor's Subcontractor, 10% of the amount due the Subcontractor.

26.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Architect shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Architect's certificate.

26.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.

26.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.

26.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.

26.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.

26.12 The Architect may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.

26.13 The Contractor shall immediately give written notification to the Architect of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Architect. The Architect shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Architect shall determine if the discovered conditions warrant a Change Order.

26.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Architect if the Contractor claims that instructions by the Architect will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Architect shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Architect shall determine if the Contractor's claim warrants a Change Order.

27. Correction of the Work

27.1 The Contractor shall promptly remove from the premises all work the Architect declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.

27.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Architect. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.

27.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract.

The Owner shall promptly give notice of observed defects to the Contractor and Architect. The Architect shall determine the status of all claimed defects.

27.4 The Architect may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

28. Owner's Right to do Work

28.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Architect approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.

28.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

29. Termination of Contract and Stop Work Action

29.1 The Owner may, owing to a certificate of the Architect indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes: if the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed due to the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or if the Contractor fails to make prompt payment to Subcontractors or material or labor suppliers, or if the Contractor persistently disregards laws, ordinances or the instructions of the Architect, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

29.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Architect shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.

29.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Architect, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.

29.4 The Contractor may, if the Architect fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Architect, with seven days written notice to the Owner and the Architect, stop the Work or terminate this Contract.

30. Delays and Extension of Time

30.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Architect, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Architect shall determine the status of all claimed causes.

30.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Architect. In case of a continuing cause of delay, only one claim is necessary.

30.3 The contract shall not be extended due to failure of the Architect to furnish drawings if no schedule or agreement is made between the Contractor and the Architect indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

30.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

31. Payments to the Contractor

31.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Architect. The Architect may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.

31.2 The Contractor shall submit an application for each payment ("Requisition for Payment") on a form approved by the Owner and Architect. The Architect may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.

31.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.

31.4 The Architect shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Architect may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.

31.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use

in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.

31.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Architect shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.

31.7 Subcontractors may request, and shall receive from the Architect, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.

31.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

31.9 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this "retainage" to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (M.R.S.A. 5, Section 1746).

32. Payments Withheld

32.1 The Architect may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:

a) defective work not remedied;
b) claims filed or reasonable evidence indicating probable filing of claims;
c) failure to make payments properly to Subcontractors or suppliers;
d) a reasonable doubt that the contract can be completed for the balance then unpaid;
e) liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

33. Liens

33.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.

33.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

34. Indemnification

34.1 The Contractor shall indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, liabilities and costs, including reasonable attorney's fees, for any or all injuries to persons, property or claims for money damages arising from the negligent acts or omissions of the Contractor, its employees or agents, officers or subcontractors in the performance of work under this Agreement.

35. Workmanship

35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Architect's decision on the quality of work shall be final.

35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.

35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Architect may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Architect at the Contractor's expense.

35.4 The Contractor shall request clarification or revision of any design work by the Architect, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Architect shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Architect regarding the required request for information.

35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a Certificate of Substantial Completion.

36. Close-out of the Work

36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more exactly cleaning is specified. The Contractor shall wash all windows and glass immediately prior to the final inspection, unless otherwise directed.

36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Architect, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.

36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, generally called the "punch list", to be corrected by the Contractor. The Architect shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Architect, and Contractor.

36.4 The Contractor shall not call for final inspection of any portion of the Work that is not complete and permanent installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.

36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

37. Date of Completion and Liquidated Damages

37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.

37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Architect if the Contractor fails to make notification of project delays.

37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Architect determines has followed the expected rate of progress.

37.4 The Architect shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.

37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

If the original contract amount is:	The per day Liquidated Damages shall be:
More than $100,000 and less than $2,000,000	$750
More than $2,000,000 and less than $10,000,000	$1,500
More than $10,000,000	$1,500 plus $250 for each $2,000,000 over $10,000,000

38. Dispute Resolution

38.1 Mediation

a) In the event of a dispute between the parties which arises under this Agreement in which the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.

b) Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

c) In any mediation between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

a) If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act ("MUAA"), except as otherwise provided in this section.

b) The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

c) The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

d) In any arbitration between the Owner and the Architect, the Owner has the right to consolidate related claims between Owner and Contractor.

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this Section.

1.2 Summary
A. This Section includes the wage determination requirements for Contractors as issued by the State of Maine Department of Labor Bureau of Labor Standards or the United States Department of Labor.

1.3 Requirements
A. Conform to the wage determination schedule for this project which is shown on the following page.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

State of Maine
Department of Labor
Bureau of Labor Standards
Wage and Hour Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project --------Blaine House & Parking Garage Driveway Reconstruction Project

Location of Project –Augusta, Kennebec County

2015 Fair Minimum Wage Rates
Highway & Earthwork Kennebec County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$13.08	$0.00	$13.08	Ironworker - Reinforcing	$20.00	$1.23	$21.23
Backhoe Loader Operator	$19.00	$0.76	$19.76	Ironworker - Structural	$22.65	$6.06	$28.71
Bricklayer	$23.24	$1.80	$25.04	Laborers (Incl.Helpers & Tenders)	$12.50	$0.93	$13.43
Bulldozer Operator	$18.00	$2.36	$20.36	Laborer - Skilled	$15.50	$3.40	$18.90
Carpenter	$19.00	$1.75	$20.75	Line Erector - Power/Cable Splicer	$27.42	$8.05	$35.47
Carpenter - Rough	$24.00	$1.90	$25.90	Loader Operator - Front-End	$16.50	$2.27	$18.77
Cement Mason/Finisher	$16.81	$0.74	$17.55	Mechanic- Maintenance	$17.00	$2.47	$19.47
Concrete Pump Operator	$19.00	$3.35	$22.35	Painter	$16.38	$3.50	$19.88
Crane Operator =>15 Tons)	$24.00	$4.81	$28.81	Paver Operator	$19.00	$2.00	$21.00
Crusher Plant Operator	$18.00	$2.85	$20.85	Pipelayer	$15.16	$2.17	$17.33
Diver	$23.00	$8.25	$31.25	Pump Installer	$22.00	$2.70	$24.70
Driller - Rock	$17.50	$4.86	$22.36	Reclaimer Operator	$20.75	$10.84	$31.59
Earth Auger Operator	$22.50	$8.14	$30.64	Rigger	$20.00	$3.18	$23.18
Electrician - Licensed	$23.63	$13.82	$37.45	Roller Operator - Pavement	$17.63	$4.47	$22.10
Electrician Helper/Cable Puller (Licensed)	$16.39	$3.23	$19.62	Screed/Wheelman	$17.50	$2.46	$19.96
Excavator Operator	$18.20	$2.88	$21.08	Stone Mason	$17.00	$0.00	$17.00
Fence Setter	$11.00	$0.00	$11.00	Truck Driver - Light	$17.00	$1.46	$18.46
Flagger	$9.00	$0.00	$9.00	Truck Driver - Medium	$13.00	$0.68	$13.68
Grader/Scraper Operator	$20.00	$4.90	$24.90	Truck Driver - Heavy	$15.00	$1.79	$16.79
Highway Worker/Guardrail Installer	$16.80	$3.56	$20.36	Truck Driver - Tractor Trailer	$16.50	$4.26	$20.76
Hot Top Plant Operator	$20.75	$10.84	$31.59	Truck Driver - Mixer (Cement)	$14.60	$0.68	$15.28

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at $50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HI-120-2015

Filing Date: August 4, 2015

Expiration Date: 12-31-2015

A true copy

Attest: Verna Eldridge
Verna Eldridge
Wage & Hour Director
Bureau of Labor Standards

BLS 424HI (R2015) (Highway & Earthwork Kennebec)

SECTION 01 00 00

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Project Identification: Blaine House & Parking Garage Driveway Reconstruction Project
   1. Project Location: Blaine House and State of Maine parking garage, Chamberlain (Grove) Street, Augusta, Maine
   2. Owner: State of Maine

B. Architect Identification: The Contract Documents, dated August 20, 2015 were prepared for Project by Thayer Engineering Company, Farmingdale, ME, and Bureau of General Services.

1.2 USE OF PREMISES & SITE SPECIFIC REQUIREMENTS

A. Work on the "project" will not commence prior to 7:00AM on weekdays, and will cease at 5:00PM. No work will be permitted outside these hours without the permission of Bureau of General Services. Week-end work is not permitted unless prior approval is obtained from BGS.

B. The Contractor shall be responsible for the conduct of all employees, subcontractors, business invitees or other persons related to, working on, or involved in the Contractor's performance of the "work" on the "project". No radios are permitted on the project site. All workers and visitors will be restricted to the area immediately surrounding the "project" site.

C. Use of smoking or tobacco products is not allowed on the West campus. This includes the Cross State Office building, parking garage and surrounding parking lots, except for the designated smoking areas.

D. The consumption of any alcoholic beverage, or the use of any non-prescription drug or controlled substance is not permitted on the work site. Alcohol or drug possession on the work site, will result in the immediate removal of the individual involved, and the contractor.

E. Name and date of birth of all employees working on site shall be submitted one week prior to beginning work.

F. General: Contractor shall have limited use of premises for construction as indicated on drawings by the contract limits. The Owner reserves the right to use, perform work or to retain other contractors in coordination with the Contractor's work.

G. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

1.3 ALLOWANCES

A. There are no allowances.

1.4 ALTERNATES

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

B. Schedule of Alternates:
   1. Alternate No. 1 - Install underdrains at the staff driveway, as defined on plans
   2. Alternate No. 2 - Pave and regrade the circular driveway, as defined on plans
   3. Alternate No. 3 - Pave and regrade the parking garage driveway, as defined on plans

1.5 UNIT PRICES

A. Not used.

1.6 CONTRACT MODIFICATIONS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.

C. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or other approved form.

1.7 PAYMENT PROCEDURES

A. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.

B. Provide a separate line item in the Schedule of Values for labor and materials where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed. Provide Labor and Materials breakdown for major portions of the Work as requested by the Architect.

C. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

D. Payment Application:
   1. Submit 4 copies of each application on AIA Form G702 or State of Maine, Requistion form available at www.maine.gov/bgs/constrpublic/forms.
   2. Content and Format: Utilize schedule of values for listing items in application for payment.
   3. Payment Period: Monthly.

E. PROJECT MEETINGS

F. Preconstruction Conference: Architect will schedule a preconstruction conference before starting construction, at a time convenient to Owner and Contractor, but no later than 10 days after execution of the Agreement. Conference will be held at Project site or another convenient location. Meeting will be conducted to review responsibilities and personnel assignments.

G. Progress Meetings: Architect will conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

1.8 SUBMITTALS

A. Submit four (4) of copies of all product data and shop drawing to the architect for review.

B. Within ten (10) working days following Notice to Proceed, the contractor shall submit five (5) copies of the construction schedule.

C. Use submittal form to identify project, contractor, subcontractor or supplier; and pertinent contract document references.

D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

E. Samples: Prepare physical units of materials or products, including the following:
   1. When indicated, submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   2. When indicated, submit full-size units or samples of size indicated, prepared from the same material to be used for the Work, physically identical with the product proposed for use, and that show full range of color and texture variations expected.

F. Do not order or install materials until the Architect has reviewed the submittal.

1.9 SUBSTITUTIONS

A. Substitutions of materials without advanced approval of the Architect will not be permitted.

B. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.

1.10 TEMPORARY FACILITIES

A. The Owner will supply the following for the Contractor's use:
   1. Electrical Power: The Contractor may use the existing electrical service in the building. The Contractor will be responsible for any modifications, temporary services, cables and lighting fixtures necessary to use the provided power and for any damage to the existing electrical system caused by the Contractor.
   2. Potable water is available from a hose bibb on the north side of the building.

B. The Contractor will provide:
   1. **Temporary barricades as required to separate the Contract Site areas from the public.**

2. His own on-site office trailer if so required for the conduct of his business.
3. His own on-site telephone if so required for the conduct of his business
4. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
5. Self-contained toilet units.

1.11 CLOSEOUT PROCEDURES

A. Substantial Completion: Work of the Contract must be Substantially Completed by October 30, 2015, with final completion by November 13, 2015.
   1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, surplus equipment and material and cleaning as required under the Contract completed.
   2. Contractor shall submit to Architect a list of remaining work to be completed or corrected. Architect shall inspect and advise contractor of work remaining to be performed before an inspection of final completion and acceptance will be performed.

B. Final Completion and Acceptance: Upon receiving the Contractor's request for a Final Completion and Acceptance Inspection, the Architect will schedule an inspection of the Work to reinspect the work. Upon completion of the reinspection the Architect will either recommend final acceptance and final payment or advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary this procedure will be repeated as an additional inspection(s) until all work has been satisfactorily completed.

C. A total of two site visits for the purpose of inspecting for "Substantial Completion" and "Final Completion and Acceptance." Additional visits required by reason of prerequisites not completed, excessive "punch list" items and "punch list" items not properly corrected at visit for Final Completion, shall be reimbursed to the Architect by the Contractor at Architect's standard billing rates for personnel involved.

END OF SECTION 010000