

**CONTRACT DOCUMENTS
FOR
IMPROVEMENTS
TO
CALAIS BRANCH CORRIDOR REHABILITATION
DOWNEAST/SUNRISE TRAIL EXTENSION**

**Beal Avenue to Washington Junction
ELLSWORTH-HANCOCK, MAINE**

APPROPRIATION No. CT-20141218-02185-014-01A-8463-84-7301

March 1, 2016

Maine Bureau of General Services
Maine Bureau of Parks and Lands
Maine Department of Agriculture, Conservation & Forestry
In conjunction with the
Maine Department of Transportation

BGS Project No.: PT 2492
MDOT Project No.: 0207-23058, PIN #014259.03

Prepared By:

Plymouth Engineering, Inc.

P.O. Box 46 - 30 Lower Detroit Road
Plymouth, Maine 04969
info@plymouthengineering.com
tel: (207) 257-2071 fax: (207) 257-2130

SET NUMBER _____

Page Intentionally Left Blank

TABLE OF CONTENTS

Before Submitting Bid and Bidder Information

Division 00 – Procurement and Contracting Requirements

| | |
|-------------|-----------------------------|
| 00 11 13 | Notice to Contractors |
| 00 21 13 | Instructions to Bidder |
| 00 41 13 | Contractor Bid Form |
| | Schedule of Items |
| | Schedule of Unit Cost Items |
| 00 43 13 | Contractor Bid Bond |
| 00 52 13 | Construction Contract |
| 00 61 13.13 | Contractor Performance Bond |
| 00 61 13.16 | Contractor Payment Bond |
| 00 71 00 | Definitions |
| 00 72 13 | General Conditions |
| 00 73 46 | Wage Determination |

Special Provisions

NRPA Permit and Use Permit

MDOT Repair Specification

BEFORE SUBMITTING YOUR BID

1. Use pen and ink to complete the proposal.
2. Have you signed the bid?
3. If bidding as a corporation, have you included an authorization for an officer to sign the bid? Has it been notarized?
4. Please complete and include the "Schedule of Unit Cost Item" with the completed bid forms.
5. Have you included prices for all bid items? Any dollar amount line that is left blank by the Bidder shall be taken as a bid of \$.00.
6. Have you included a bid guarantee? Acceptable forms are:
 - a. Bid bond on the prescribed forms.
 - b. Cashier's Check or Certified Check in the amount of 5% of the bid amount.
7. If the bid is to be sent please allow adequate delivery time. Mailed or shipped bids should be sent to: Bureau of General Services, 4th Floor, Cross State Office Building, 111 Sewall Street, Augusta, Maine 04330 or Bureau of General Services, 77 State House Station, Augusta, Maine 04333.

BIDDER INFORMATION

1. This project is administered by the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry with the contract administered by the Maine Bureau of General Services. The Department shall have the right and authority to determine the acceptability of work and materials in progress or completed. The Department shall have the right to reject any work or materials, which do not conform, in its sole opinion, to the plans, specifications or environmental permitting conditions for this project.
2. The Standard Specifications referenced in the following supplemental specifications and special provisions shall be “State of Maine Department of Transportation, Standard Specifications Revision of November 2014.” Any reference to older versions shall be understood to mean this version.
3. All references in the Standard Specifications to the Commissioner, Department, Engineer, Inspector, Resident Engineers, Construction Manager, the State, or similar terms indicating authority over the project shall be interpreted for purposes of this contract to include the Bureau of Parks and Lands, Department of Agriculture, Conservation and Forestry and its authorized agents and employees.
4. Indemnifications of the Maine Department of Transportation in the Standard Specifications shall be expressly interpreted for purposes of this contract to include the Department of Agriculture, Conservation and Forestry their authorized agents and employees.
5. It is the responsibility of the Contractor to obtain the “State of Maine Department of Transportation, Standard Specifications, Revision of November 2014 “ with updates, “State of Maine Department of Transportation, Standard Details for Highways and Bridges, November 2014” with updates, and “MDOT Best Management Practices for Erosion and Sediment Control, February 2008”, at the expense of the Contractor, and to be fully knowledgeable of the requirements of these publications before submitting a bid for the proposed work. These publications are available for purchase from the Maine Department of Transportation, 16 State House Station, Augusta, Maine, 04333-0016.
6. This is to notify the bidder that, if the bid price submitted with this proposal appears to be extremely low or high compared to the estimated cost of performing the work, the bidder will be asked to explain in writing how the work in question is to be performed at price or prices bid before a decision is made by the Bureau of General Services and Department of Agriculture, Conservation and Forestry to award a contract or reject the bid.
7. Owner: State of Maine. Project Title: **Downeast/Sunrise Trail Extension**
8. Location: City of Ellsworth and Town of Hancock.
9. Description: The work to be done under this contract consists of the construction of approximately 11,300 feet of 10’ wide, crushed concrete surfaced multi-use pathway and associated grading, drainage, erosion and sedimentation control, and other incidental work. Work also includes removal of several sidings to include railroad track and ties and disposal of railroad ties. The work is located within the limits of a MaineDOT railroad right-of-way known also as a portion of the Calais Branch rail corridor. The project is adjacent to an active rail corridor utilized by the Downeast Scenic Railroad.
10. Engineer: Plymouth Engineering, Inc., PO Box 46, 30 Lower Detroit Road, Plymouth, ME 04969. 207-257-2071;

Fax: 207-257-2130

11. Availability of Documents: Bid Documents are available from the Bureau of General Services www.maine.gov/bgs/constrpub/contractors/gc_rfp.htm or from the office of the Engineer, Plymouth Engineering, Inc., 30 Lower Detroit Road, PO Box 46, Plymouth, ME 04969. Ph. 207-257-2071, Fax 207-257-2130. Bid documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.
12. Use of Electronic Documents: Plymouth Engineering, Inc. makes no guarantee that electronic transfer of bid documents is accurate; use is at the risk of the recipient. By accepting the electronic transfer of these plans, the recipient agrees, to the fullest extent permitted by law, to hold Plymouth Engineering, Inc. harmless and to indemnify it from all claims, losses, damages, expenses and costs including all reasonable attorney's fees that may arise from its use or reuse.
13. Examination of Documents: Upon receipt of Bid Documents verify documents are complete and notify Engineer if documents are incomplete. Immediately notify Engineer upon finding discrepancies or omissions in Bid Documents.
14. Inquiries and Addenda: Direct questions in writing to Fred Marshall, at the office of the Engineer, facsimile (207) 257-2130 or fred@plymouthengineering.com. Verbal answers are not binding on any party. Submit questions not less than seven (7) days prior to the date for receipt of Bids. Replies will be made by Addenda. Addenda will be posted on the Bureau of General Services website. Addenda become part of the Bid Documents.
15. Owner Contact Person: Valerie Chiang, Maine Licensed Architect, Bureau of General Services, Planning, Design & Construction Division. Telephone 207-624-7548 or email: Valerie.Chiang@maine.gov.
16. Dates:
 - Bid Opening Date: March 22, 2016
 - Completion Date: October 1, 2016
17. Bonding:
 - Liquidated Damages: Yes
 - Bonds Required: Yes
18. Pre-Bid Meeting Date: March 11, 2016, 10:00 AM at the intersection of High Street and Beal Avenue, Ellsworth, Maine.
19. Work Timing Limitations: Under the conditions of the Natural Resources Protection Act Permit, DEP #L-26520-IW-A-N/L-26520-TC-B-N no work can be conducted from April 15th-August 1st within the designate Inland Bird Wading Habitat. This is from Station 34+50-Station 67+50.

**Downeast/Sunrise Trail
Ellsworth-Hancock**

**DIVISION 00
PROCUREMENT AND
CONTRACTING
REQUIREMENTS**

00 11 13
Notice to Contractors

DOWNEAST/SUNRISE TRAIL EXTENSION

The completed project will include construction of approximately two miles of ten foot wide multi-use recreational trail adjacent to the existing railroad track and within the rail corridor, with associated site improvements, between Beal Avenue, City of Ellsworth and Railroad Siding Road, Washington Junction, Town of Hancock.

The cost of the work is approximately \$ 1,300,000. The work to be performed under this contract shall be completed on or before *October 1, 2016*.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "Bid for *Downeast/Sunrise Trail Extension*" 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 March 22, 2016*. 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. There *are no* Pre-qualified General Contractors on this project.
7. An on-site pre-bid conference *will* be conducted for this project.
The pre-bid conference is *optional* 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. *Pre-bid conference will be held at the intersection of High Street and Beal Avenue, City of Ellsworth at 10:00 AM, Friday, March 11, 2016. All attendees providing email contact information at the pre-bid meeting will be notified by email of any addenda.*

00 11 13
Notice to Contractors

8. Bid Documents - full sets only - will be available on or about *March 1, 2016* and may be purchased *\$135.00 Documents plus \$10.00 if mailed from:*

*Plymouth Engineering Inc.
30 Lower Detroit Road, P.O. Box 46
Plymouth, Maine 04969
info@plymouthengineering.com
(207) 257-2071*

*OR DOWNLOADED FROM BUREAU OF GENERAL SERVICES
www.maine.gov/bgs/construction/contractors/ge_rfp.htm*

*ALL BID DOCUMENTS AND ADDENDUM WILL BE POSTED TO THE BGS SITE. IF
NOTIFICATION BY EMAIL OF POSTED ADDENDUM IS DERSIRED PLEASE CONTACT
PLYMOUTH ENGINEERING, INC. AS LISTED ABOVE.*

9. Bid Documents may be examined at:

*AGC Maine
188 Whitten Road
Augusta, ME 04332
Phone 207-622-4741 Fax 207-622-1625*

*Construction Summary
734 Chestnut Street
Manchester, NH 03104
Phone 603-627-8856 Fax 603-627-4524*

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.

00 21 13
Instructions to Bidders

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**

DOWNEAST/SUNRISE TRAIL EXTENSION

To: *Valerie Chiang, Maine Licensed Architect*
Bureau of General Services
Planning, Design & Construction Services
4th Floor, Cross State Office Building
111 Sewall Street
Augusta, ME 04330

The undersigned, or "Bidder", having carefully examined the form of contract, general conditions, specifications and drawings dated March 1, 2016, prepared by Plymouth Engineering Inc. for The Downeast/Sunrise Trail Extension, 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 not included* on this project.
2. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

| | |
|-------------------|--------------|
| 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.

**00 41 13
Contractor Bid Form**

DOWNEAST/SUNRISE TRAIL EXTENSION

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:

SCHEDULE OF ITEMS

Note: Schedule of Quantities is informational only and is not necessarily inclusive of all elements required to complete this project therefore, the actual quantities needed to complete this project may differ significantly from those contained in this Schedule. It is the Bidder's responsibility to estimate sufficient quantities to complete the job as designed.

| MDOT ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT |
|--|--|----------|------|
| SITE PREPARATION AND MOBILIZATION | | | |
| 201.11 | Clearing and Grubbing-Non Wetland | 3.2 | AC |
| 201.12 | Clearing & Thinning-Wetland | 1.6 | AC |
| 202.03 | Removal of Concrete Railroad Sign Bases | 2 | EA |
| 202.063 | Removal of Railroad Track and Equipment | 3960 | LF |
| 202.064 | Removal and Disposal of Railroad Ties ¹ | 1,125 | EA |
| 203.21 | Rock Excavation | 340 | CY |
| 652.39 | Work Zone Traffic Control | 1 | LS |
| 659 | Mobilization | 1 | LS |
| SITE WORK | | | |
| 203.2 | Common Excavation | 7,960 | CY |
| 203.24 | Common Borrow | 5125 | CY |
| 211.30 | Ditch Excavation | 14,500 | LF |
| 304.10 | Aggregate Base Course-Type D | 6,125 | CY |
| 411.09 | Untreated Aggregate Surface Course-Crushed Concrete | 2,510 | CY |
| 603.169 | 15" HDPE Pipe | 12 | LF |
| 603.169 | 15" Polymer-Precoated Galvanized Corrugated Steel Pipe | 110 | LF |
| 603.179 | 18" HDPE Pipe | 22 | LF |
| 603.179 | 18" Polymer-Precoated Galvanized Corrugated Steel Pipe | 34 | LF |
| 603.199 | 24" HDPE Pipe | 24 | LF |
| 603.219 | 36" Polymer-Precoated Galvanized Corrugated Steel Pipe | 12 | LF |
| 607.173 | 6' Chain Link Fence-PVC Coated | 4,541 | LF |
| 610.07 | Stone Fill | 38 | CY |
| 610.11 | Stone Blanket | 56 | CY |
| 613.319 | Erosion Control Blanket | 2,125 | SY |
| 615.07 | Loam | 800 | CY |
| 618.14 | Seeding Method Number 2 | 125 | Unit |
| 618.142 | Seeding Method Number 4 | 34 | Unit |
| 620.60 | Separation Geotextile | 15,720 | SY |
| 619.14 | Erosion Control Mix | 420 | CY |
| 643.60 | Relocation of RR Warning Signal | 1 | LS |

SCHEDULE OF ITEMS

Note: Schedule of Quantities is informational only and is not necessarily inclusive of all elements required to complete this project therefore, the actual quantities needed to complete this project may differ significantly from those contained in this Schedule. It is the Bidder's responsibility to estimate sufficient quantities to complete the job as designed.

| MDOT ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT |
|---------------|--|----------|------|
| 648.30 | Treated Timber Crossing | 43 | LF |
| 656.75 | Temporary Soil Erosion & Water Pollution | 1 | LS |
| BRIDGE | | | |
| | 12x40 Steel Bridge with concrete seat, wood decking, railing and guardrail | 1 | LS |

¹ Assumption of 3,000 ties per mile.

SCHEDULE OF UNIT COST ITEMS

| Item # | Description | Unit | Unit Cost |
|---------|---|------|-----------|
| 201.11 | Clearing and Grubbing | AC | |
| 203.20 | Common Excavation | CY | |
| 203.24 | Common Borrow | CY | |
| 203.21 | Rock Excavation | CY | |
| 211.30 | Ditch Excavation | LF | |
| 203.25 | Granular Borrow | CY | |
| 304.10 | Aggregate Subbase Course-Type D | CY | |
| 411.09 | Untreated Aggregate Surface Course-Crushed Concrete | CY | |
| 603.169 | 15" Pipe Polymer-Recoated Galvanized Corrugated Steel | LF | |
| 603.179 | 18" Pipe Polymer-Recoated Galvanized Corrugated Steel | LF | |
| 603.199 | 24" Pipe Polymer-Recoated Galvanized Corrugated Steel | LF | |
| 603.219 | 36" Pipe Polymer-Recoated Galvanized Corrugated Steel | LF | |
| 607.173 | 6' Chain Link Fence-PVC Coated | LF | |
| 610.07 | Stone Fill | CY | |
| 610.11 | Stone Blanket | CY | |
| 613.319 | Erosion Control Blanket – Curlex 1 FibreNet or equal | SY | |
| 620.60 | Separation Geotextile- Mirafi 600X or equal | SY | |
| 615.07 | Loam | CY | |
| 618.14 | Seeding Method Number 2 | Unit | |
| 618.142 | Seeding Method Number 4 | Unit | |
| 619.14 | Erosion Control Mix | CY | |
| | | | |
| 629.05 | Hand Labor, Straight Time | Hour | |
| 631.12 | All Purpose Excavator (including operator) | Hour | |
| 631.121 | Heavy Duty All Purpose Excavator (including operator) | Hour | |
| 631.13 | Bulldozer (including operator) | Hour | |
| 631.14 | Grader (including operator) | Hour | |
| 631.15 | Roller, each and base (including operator) | Hour | |
| 631.16 | Roller, Pavement (including operator) | Hour | |
| 631.171 | Truck-small (including operator) | Hour | |
| 631.172 | Truck-large (including operator) | Hour | |
| 631.22 | Front End Loader (including operator) | Hour | |
| | | | |
| | | | |
| | | | |

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 Downeast/Sunrise Trail Extension.

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.

**00 43 13
Contractor Bid Bond**

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.

STATE OF MAINE
Bureau of General Services
CONSTRUCTION CONTRACT

THIS AGREEMENT made the date day of month in the year 2015 by and between the State of Maine through the Department of Agriculture, Forestry and Conservation hereinafter called the *Owner* and Contractor company name hereinafter called the *Contractor*.

BGS Project No.: PT 2492

Other Project No.: DOT #0207-23058, PIN #014259.03

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: Downeast/Sunrise Trail Extension.

§ 1.2 The specifications and the drawings have been prepared by Plymouth Engineering, Inc., 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 October 1, 2016. For each calendar day the project remains uncompleted \$ Per 00 72 13 General Conditions Article 37 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 00cents, \$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.

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*

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 Downeast/Sunrise Trail Extension, 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.

**00 61 13.13
Contractor Performance Bond**

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 Downeast/Sunrise Trail Extension, and shall fully reimburse the obligee for all outlay and expense with said obligee 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.

**00 61 13.16
Contractor Payment Bond**

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

00 71 00
Definitions

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.

00 71 00
Definitions

- 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

00 71 00
Definitions

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.

00 71 00
Definitions

- 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.

00 72 13
General Conditions

Table of Contents of this General Conditions Section

1. Preconstruction Conference
2. Intent and Correlation of Contract Documents
3. Additional Drawings and Specifications
4. Record of Documents
5. Ownership of Contract Documents
6. Shop Drawings
7. Samples
8. Substitutions
9. Patents and Royalties
10. Surveys, Layout of Work
11. Permits, Laws, and Regulations
12. Taxes
13. Labor and Wages
14. Insurance Requirements
15. Contract Bonds
16. Allowances
17. Assignment of Contract
18. Separate Contracts
19. Subcontracts
20. Contractor-Subcontractor Relationship
21. Supervision of the Work
22. Inspection of the Work
23. Architect's Status
24. Management of the Premises
25. Safety and Security of the Premises
26. Changes in the Work
27. Correction of the Work
28. Owner's Right to do Work
29. Termination of Contract and Stop Work Action
30. Delays and Extension of Time
31. Payments to the Contractor
32. Payments Withheld
33. Liens
34. Indemnification
35. Workmanship
36. Close-out of the Work
37. Date of Completion and Liquidated Damages
38. Dispute Resolution

00 72 13
General Conditions

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.

00 72 13
General Conditions

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.

00 72 13
General Conditions

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

00 72 13
General Conditions

- 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).

00 72 13
General Conditions

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.

**00 72 13
General Conditions**

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 |
|-----------------------------|-------------|

00 72 13
General Conditions

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.

00 72 13
General Conditions

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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

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 than 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

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

00 72 13
General Conditions

- 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.

00 72 13
General Conditions

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.

**00 72 13
General Conditions**

- 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.

| <u>If the original contract amount is:</u> | <u>The per day Liquidated Damages shall be:</u> |
|--|--|
| 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 |

00 72 13
General Conditions

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.

00 73 46
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 -----Downeast Sunrise Trail Phase II

Location of Project --Hancock & Ellsworth, Hancock County

**2016 Fair Minimum Wage Rates
Highway & Earthwork Hancock County**

| <u>Occupation Title</u> | <u>Minimum Wage</u> | <u>Minimum Benefit</u> | <u>Total</u> | <u>Occupation Title</u> | <u>Minimum Wage</u> | <u>Minimum Benefit</u> | <u>Total</u> |
|---|---------------------|------------------------|--------------|------------------------------------|---------------------|------------------------|--------------|
| Asphalt Raker | \$14.50 | \$0.00 | \$14.50 | Ironworker – Structural | \$23.20 | \$6.20 | \$29.40 |
| Backhoe Loader Operator | \$16.11 | \$0.38 | \$16.49 | Laborers (Incl. Helpers & Tenders) | \$13.00 | \$0.07 | \$13.07 |
| Blaster Ordinance Handling & Explosives | \$19.75 | \$2.02 | \$21.77 | Laborer – Skilled | \$15.50 | \$1.13 | \$16.63 |
| Boom Truck (Truck Crane) Operator | \$21.00 | \$2.85 | \$23.85 | Line Erector – Power/Cable Splicer | \$25.88 | \$5.88 | \$31.76 |
| Bulldozer Operator | \$16.00 | \$1.32 | \$17.32 | Loader Operator – Front End | \$16.50 | \$1.89 | \$18.39 |
| Carpenter | \$20.00 | \$1.63 | \$21.63 | Mechanic – Maintenance | \$17.00 | \$0.77 | \$17.77 |
| Carpenter – Rough | \$18.00 | \$1.15 | \$19.15 | Mechanic – Refrigeration | \$22.00 | \$3.54 | \$25.54 |
| Concrete Mixing Plant Operator | \$20.00 | \$4.46 | \$24.46 | Painter | \$16.87 | \$3.33 | \$20.20 |
| Concrete Pump Operator | \$20.00 | \$0.00 | \$20.00 | Paver Operator | \$20.75 | \$1.90 | \$22.65 |
| Crane Operator <15 Tons | \$18.61 | \$2.97 | \$21.58 | Pipe Layer | \$19.33 | \$2.37 | \$21.70 |
| Crane Operator =>15 Tons | \$24.50 | \$6.61 | \$31.11 | Pump Installer | \$25.00 | \$4.67 | \$29.67 |
| Crusher Plant Operator | \$16.50 | \$4.72 | \$21.22 | Reclaimer Operator | \$21.00 | \$11.34 | \$32.34 |
| Driller – Rock | \$19.25 | \$4.30 | \$23.55 | Roller Operator – Earth | \$11.75 | \$0.30 | \$12.05 |
| Dry-Wall Applicator | \$21.50 | \$2.63 | \$24.13 | Roller Operator – Pavement | \$21.00 | \$8.78 | \$29.78 |
| Earth Auger Operator | \$23.00 | \$0.00 | \$23.00 | Screed/Wheelman | \$15.00 | \$0.00 | \$15.00 |
| Electrician – Licensed | \$26.00 | \$13.87 | \$39.87 | Sider | \$23.00 | \$1.77 | \$24.77 |
| Excavator Operator | \$18.00 | \$1.05 | \$19.05 | Stone Mason | \$17.80 | \$0.00 | \$17.80 |
| Fence Setter | \$15.25 | \$1.32 | \$16.57 | Truck Driver – Light | \$13.50 | \$0.00 | \$13.50 |
| Flagger | \$10.00 | \$0.00 | \$10.00 | Truck Driver – Medium | \$15.00 | \$0.00 | \$15.00 |
| Grader/Scraper Operator | \$17.75 | \$1.07 | \$18.82 | Truck Driver – Heavy | \$14.00 | \$0.48 | \$14.48 |
| Highway Worker/Guardrail Installer | \$14.25 | \$1.30 | \$15.55 | Truck Driver – Tractor Trailer | \$15.00 | \$1.36 | \$16.36 |
| Hot Top Plant Operator | \$23.60 | \$9.48 | \$33.08 | Truck Driver – Mixer (Cement) | \$12.50 | \$4.01 | \$16.51 |

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-007-2016
Filing Date: January 19, 2016

Expiration Date: 12-31-2016

A true copy
Attest:

Pamela Megathlin
Pamela Megathlin
Director
Bureau of Labor Standards

00 73 46
Wage Determination Schedule

End of Section 00 73 46

00 73 46
Wage Determination Schedule

SPECIAL PROVISIONS

SPECIAL PROVISIONS

**Amendments to Maine Department of Transportation
Standard Specifications for
Highways and Bridges
(Revision of November 2014)**

The following Special Provisions are amendments to Sections of Maine Department of Transportation Standard Specifications for Highways and Bridges (SSHB) to supplement that document and govern this project. All other applicable sections of SSHB remain in force as published.

Where there is a conflict between the Maine Department of Transportation Standard Specifications for Highways and Bridges (Revision of November 2014) with Amendments (Special Provisions) and Bureau of General Services, 00 72 13, General Conditions the interpretation of 00 72 13, General Conditions shall prevail.

SPECIAL PROVISION

DIVISION 100

General Conditions

DELETE ENTIRE DIVISION 100 – See Section 00 72 13 General Conditions, Bureau of General Services, State of Maine, formerly Section 3-A, Standard Conditions and Contract Work on State Projects.

SPECIAL PROVISION

SECTION 101

CONTRACT INTERPRETATION

The provisions of Section 101 shall apply with the following revisions:

Commissioner

REPLACE:

“The Commissioner of Transportation established by 23 MRSA §4205.”

With:

“The Department of Agriculture, Conservation and Forestry”

Department.

REPLACE:

“The Department of Transportation of the State of Maine, as established by 23 MRSA ' 4202 et. Seq.”

With:

“The Department of Agriculture, Conservation and Forestry”

Project Manager.

REPLACE:

“The Department’s duly authorized representative for overall coordination of the Project.”

With:

“The Department of Agriculture, Conservation and Forestry”

Resident:

REPLACE:

“The Department’s on-site representative.”

With:

“Plymouth Engineering, Inc.”

ADD:

“Engineer: Shall mean Plymouth Engineering, Inc. or his duly authorized representative.”

“Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

“Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

SPECIAL PROVISION

SECTION 102

BIDDING

102.4.1 Estimated Quantities: A schedule of Quantities has been prepared by the Engineer for bidding purposes. The Schedule of Quantities is informational only, and is not necessarily inclusive of all elements required to complete this project. Therefore, the actual quantities needed to complete this project may differ from those contained in the Schedule. It is the Bidder's sole responsibility to estimate sufficient quantities to complete the job as designed.

SPECIAL PROVISION

SECTION 105

GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Contractor shall provide a centerline layout within the Project Limits utilizing a State of Maine licensed surveyor.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Owner's Surveyor, described in Subsection 105.6.1, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for replacing the construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Owner's representative of any errors or inconsistencies regarding the data and layout provided by the Owner's representative as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.3 Survey Quality Assurance It is the Owner's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Owner. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Owner elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Owner will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Owner.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Owner from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION

SECTION 106

QUALITY

106.3.2 Quality Requirements: The existing provisions of this section are amended with the following:

Add (at the end of the Section):

“All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents;”

106.3.7 Sampling and Testing. The existing provisions of this section are amended with the following additions:

All tests, analysis or other evaluation of material samples to be used on the project for assurance of compliance with specifications will be made at the expense of the Contractor.

Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor’s responsibilities under the Contract Documents with respect to the review of the submission. Each sample shall also identify clearly as to material, supplier, pertinent data such as Specification Subsection reference, catalog numbers and the use for which intended.

Before submission of each sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed. Contractor shall insure that each submittal is coordinated with other Shop Drawings and samples and with the requirements of the work and the Contract Documents such that complete information is available for adequate review by the Engineer.

At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents. In addition, each submittal shall have a specific notation made indicating the deviation for Engineer’s review. Engineer will review and take appropriate action on submittals with reasonable promptness. If approved, the Engineer’s review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. Engineer’s approval shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such does not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

Engineer’s approval of submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. This may be excepted if the Contractor has called Engineer’s attention to

Downeast/Sunrise Trail Extension
Ellsworth to Hancock

each such variation in writing on each submission and the Engineer has given written approval of each such variation by a specific written notice thereof incorporated in or accompanying the submittal.

Where a sample is required by the Specifications, any related work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

SPECIAL PROVISION

SECTION 107

TIME

107.4.2 Schedule of Work Required: The existing provisions of this section are amended with the following:

Delete third paragraph and add:

“Any restrictions that affect the Schedule of Work such as paving restrictions, Natural Resources Protection Act permit work windows, or In-Stream work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.”

SPECIAL PROVISION

SECTION 108

PAYMENT

Delete the entire Section 108.2 and replace with the following:

108.2 Progress Payment Progress Payments and Payments will be in accordance with Section 31 Payments to the Contractor, Bureau of General Services, 00 72 13 General Conditions.

Delete the entire Section 108.3 and replace with the following:

108.3 Retainage Progress Payments and Payments will be in accordance with Section 31 Payments to the Contractor, Bureau of General Services, 00 72 13 General Conditions.

SPECIAL PROVISION

SECTION 100

GENERAL CONDITIONS-APPENDIX A

Delete the entire Section Appendix A to Division 100

SPECIAL PROVISION

SECTION 201

Clearing Right-of-Way

201.03 General Delete the second sentence in the second paragraph “Branches of trees extending over the roadbed shall be trimmed to provide a clear height of 20 feet above the road and shoulder surface.” And replace it with “Branches of trees extending over the trail bed shall be trimmed to provide a clear height of 8 feet above the trail and shoulder surface.”

201.04 Clearing Add the following sentence at the end of the second paragraph “All clearing in non-wetland areas necessary for the construction of the trail shall include the removal of stumps.” Add the following sentence at the end of the sixth paragraph “In wetland areas stumps shall remain and shall be cut flush with the existing ground. All other woody material shall be cut or chipped flush with the existing ground”

SPECIAL PROVISION

SECTION 202

Removing Structures and Obstructions

The existing provisions of this section are amended with the addition of the following:

202.063 Removing Existing Railroad Track Removing existing railroad track, siding, switches, signals, signal controllers, lubricators and other associated railroad equipment shall consist of the removal of all railroad equipment. The Contractor shall carefully dismantle it, and all materials shall be removed from the site. Temporary stockpiling of track materials within the right-of-way shall be allowed under separate agreement with the owner but in no case be allowed beyond the length of the contract.

202.064 Removing Existing Railroad Ties Removal of all existing railroad ties shall include removal from the site. Disposal of railroad ties by burning is permitted provided that the disposal is conducted by a facility licensed by the Maine Department of Environmental Protection for such activities. All debris and unusable material shall be removed to an approved disposal facility. Such material shall not be deposited in rivers, streams, wetlands, or other bodies of water. For related provisions, see Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.

Note: Maine Department of Environmental Protection has classified railroad ties treated with creosote as requiring disposal in a facility licensed to accept such materials.

SPECIAL PROVISION

SECTION 203

Excavation and Embankment

203.01 Description Under b. Rock Excavation; add the following sentence: "The use of perchlorate is not allowed in blasting operations."

SPECIAL PROVISION

SECTION 304

Aggregate Base and Subbase Course

304.04 Shaping, Compacting, and Stabilizing The existing provisions of this section are amended with the following

REPLACE:

“Field density tests will be made by the Department.”

With:

“Field density tests that may be required by the Engineer shall be made at the Contractor’s expense.”

SPECIAL PROVISION

SECTION 411

Untreated Aggregate Surface Course

411.02 Aggregate Add the following sentence:

Aggregates for crushed concrete surface material shall conform to the requirements of Section 703.32 – Crushed Concrete Surface Material

411.07 Method of Measurement Add the following paragraph

Surface course will be measured by the cubic yard in place unless designated by pay item to be measured by truck measure. When measured in place, the width and thickness of measurement will be the width and thickness of aggregate surface as shown on plans or as modified. The length will be along the centerline. All measurements will be in accordance with Section 108 – Payment.

411.08 Basis of Payment Add the following pay item and pay unit:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|------------------------------------|-----------------|
| 411.14 Untreated Aggregate Surface | Cubic Yard |

SPECIAL PROVISION

SECTION 502

Structural Concrete

The existing provisions of this section are amended with the addition of the following:

502.01 Description:

DELETE:

“For METHOD A Statistical Acceptance, or METHOD B Small Quantity Produce Verification, the work shall conform to the Contractor’s approval Quality Control (QC) Plan and Quality Assurance (QA) provisions, in accordance with these Specifications and requirements of Section 106- Quality.”

SPECIAL PROVISION

SECTION 528

Structural Timber

The MDOT Standard Specifications for Highways and Bridges reserves the space for Section 528. For the purposes of this project, structural timber shall be as follows:

528.01 Description. All wood materials used on this project in the construction of the bridge railing, bridge decking etc., shall be considered structural timber unless described otherwise in the project Drawings. The Use Category designated on the drawings shall meet the Use Category System U1-15 of the American Wood Protection Association. The Use Category System can be obtained from the American Wood Protection Association <http://www.awpa.com/standards/U1excerpt.pdf>.

528.02 Materials. All wood materials used for the above-listed portions of the work shall meet the requirements of Section of Division 700-Materials:

Timber

700.25

528.03 Installation. All lumber and timber shall be incorporated into the work as depicted on the project Drawings.

528.04 Method of Measurement

Bridge decking and railing shall be measured as a unit including fabricating, and installing the decking and railing as shown on the Plans or as ordered.

528.05 Basis of Payment

The accepted quantity of bridge decking and railing will be paid for at the contract lump sum price, complete in place.

All attachments, hardware, and other items required for complete installation of the boardwalk will be subsidiary.

SPECIAL PROVISION

SECTION 618

Seeding

618.01 Description Delete paragraph c., d., and f and replace with:

d. Seeding Method Number 4 shall consist of application of “Trailside Mixture Adjacent to Wetland-Method 4” inoculant and lime or liquid lime, humic acid soil conditioner to existing soils or areas not expected to be mowed: i.e. backslopes adjacent to wetlands.

618.12 Basis of Payment Add the following:

618.142 Seeding Method Number 4 Unit

SPECIAL PROVISION

SECTION 619

Mulch

619.02 Mulch Add the following:

Erosion Control Mix shall be purchased from vendors approved by the Maine Department of Transportation. A list of acceptable vendors can be found on the MDOT website: <http://www.maine.gov/mdot/vendors/>

SPECIAL PROVISION

SECTION 639

Engineering Facilities

Delete Section 639

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

Project Specific Information and Requirements

- 1) This project is primarily in the Card Brook Watershed a portion of which is a designated Inland Waterfowl and Wading Bird Habitat (IWWH). Work within the designated Inland Waterfowl and Wading Bird Habitat, Station 34+50-Station 67+50 is prohibited from April 15th to August 1st.
- 2) Portions of the trail will be constructed in or adjacent to identified wetlands.

SPECIAL PROVISION

SECTION 703

Aggregates

Section 703 of the Standard Specifications is hereby amended to add the following:

703.32 Surface Material. The surface material for use on the trail shall be derived from crushed concrete. All components of the aggregate mix are to be derived from crushed concrete material that meets the following:

| Gradation: | Gradation shall be evaluated using ASTM D-422 |
|------------|---|
| SIEVE SIZE | % PASSING |
| 3/4" | 100% |
| #4 | 30 to 65 |
| #16 | 15 to 30 |
| #200 | 10 to 15 |

Limestone material passing the #200 sieve may be used to make up a deficit in the distribution of sandstone aggregate rock and vice versa. All added material passing the #200 sieve must be derived from rock material that conforms to the program specifications. Lime kiln dust and cement kiln dust may be added to the trail surface aggregate to account for up to 50% of the fines passing the #200 sieve. The amount of particles passing the #200 sieve shall be determined using the washing procedures specified in PTM No. 100.

Further, 98% of the fines passing the #200 sieve must be rock material. No clay or silt soil may be added. Make-up of percentage passing the #200 sieve shall be evaluated with ASTM D-422.

pH: Aggregate must be in the range of pH 6 – pH 12.45 as measured by EPA 9054C.

Optimal Moisture: Material must be delivered and placed at optimum moisture content as determined for that particular source. The optimum percentage moisture is to be determined using Proctor Test ASTM D698, procedure C, Standard.

Transport: Tarps are to be used to cover 100% of the load's exposed surface from the time of loading until immediately before dumping. This requirement includes standing time waiting to dump.

Test Pads: Project site test pads must be completed for each source of surface material. Once a material is deemed acceptable by the source testing above, it shall be tested in place prior to bulk delivery and placement. A test pad of trail width and 50 feet in length shall be provided and tested by the Contractor. Test pad shall be evaluated for proper cross-slope, thickness, and compaction. All surface material shall be compacted to 95 % of the maximum dry density. Field density tests shall follow ASTM D2922. The contractor shall pay for all failing tests and for all test pad testing. The owner reserves the right to reject any field test during which the owner determines the material is not a suitable trail surface.

SPECIAL PROVISION

SECTION 717

Roadside Improvement Material

717.03. Seed Add the following:

| Method #4 – Trailside Mixture Adjacent to Wetland | |
|--|-----------------------|
| | Lbs/1,000 Square Feet |
| Winter Rye (Aroostook Rye variety) or approved equal | 2.6 |

SPECIAL PROVISION

SECTION 725 (NEW)

Structural Timber Material

725.01 Structural Timber: All wood materials used for bridge construction shall meet the following grading and treatment standards.

Grading: Timber shall be graded in accordance with the requirements of American Wood Protection Association's Use Category System U1-15. Lumber ordered in multiple lengths shall be graded after having been cut to length. All lumber shall be pressure-treated Grade #2 or better.

Treatment: All lumber shall be ACQ treated in accordance with American Wood Protection Association's Use Category System U1-15.

Wood shall be treated to AWPA Standards.

PERMITS



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

| | |
|-----------------------------------|------------------------------------|
| MAINE DEPARTMENT OF |) NATURAL RESOURCES PROTECTION ACT |
| AGRICULTURE, CONSERVATION |) FRESHWATER WETLAND ALTERATION |
| AND FORESTRY |) SIGNIFICANT WILDLIFE HABITAT |
| Ellsworth/Hancock, Hancock County |) WATER QUALITY CERTIFICATION |
| MULTI-USE TRAIL |) |
| L-26520-IW-A-N (approval) |) |
| L-26520-TC-B-N (approval) |) FINDINGS OF FACT AND ORDER |

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct a two-mile long, 10-foot wide multi-use trail adjacent to the Calais Branch of the Maine Central Railroad. Approximately 14,950 square feet of impact to emergent and wet meadow wetland of special significance is proposed, all of which is located in an Inland Waterfowl and Wading Bird Habitat (IWWH), which is designated as a Significant Wildlife Habitat (SWH) under the Natural Resources Protection Act. The proposed trail is shown on a set of plans, the first of which is entitled "Wetland A", prepared by Plymouth Engineering, Inc., and dated October 2015. The project site is located adjacent to the rail bed in the City of Ellsworth and the Town of Hancock.

B. Current Use of the Site: The parcel is identified as Lot 18 on Map 224 of the Town of Hancock's tax maps, and as Lot 15 on Map 122 on the Town of Ellsworth's tax maps.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site.

The proposed project is not located in or on a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

Attachment 8 of the application contains a detailed Erosion and Sedimentation control plan. Best Management Practices, including mulch and filter fabric, will be employed during construction. All disturbed soil will be seeded and mulched immediately after completion of the project.

The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project and stated there is a fairly large Inland Waterfowl and Wading Bird Habitat (IWWH) which also contains a great blue heron nesting colony (WBC0834) at the project site. MDIFW recommended that construction activity be avoided in this area between April 15 and August 1 to allow for waterfowl and wading birds to nest and raise their young without disturbance.

MDIFW also expressed concern that the recreational activity on the constructed trail will have a negative impact to the nesting herons, ospreys, waterfowl, and other marsh and wading birds. MDIFW recommended that educational/informational signage (2 sets) be installed at each end of the IWWH complex to alert trail users to the value of the wetland complex and the sensitivity of nesting birds (particularly to human disturbance) in the area. The exact language and layout of the signs will be agreed upon by MDIFW, the Department, and the applicant prior to trail construction. Signs should be large enough to convey the importance of the issue and should include photographs. The applicant has agreed to design and install the signs.

Also, within the scope of the proposed project there is risk of introducing non-native invasive plants into the adjacent areas, with particular concern in the wetlands. Non-native invasive plants can create changes in plant communities which can render the habitat less valuable for breeding birds. Therefore, MDIFW recommended pre-construction and post-construction vegetation monitoring, and the development of an

invasive species removal plan, to ensure the integrity of the plant community remains intact.

In response to MDIFW's comments, the applicant agreed to use straw mulch for erosion control and seed establishment to limit the possibility of the spread of seeds from invasive plants. The applicant also stated that for a period of three years, it will inspect for invasive plants during routine travel of the trail. The applicant will also investigate any credible reports of invasive plants colonizing the project site. Any invasive plants observed will be removed in accordance with best management practices recommended by the Natural Areas Program of the Department of Agriculture, Conservation and Forestry and replanted with native species if necessary. The applicant must submit an annual report by the end of each year describing the inspections made and any efforts made to control invasive species.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life provided that there is no construction activity in the IWWH between April 15 and August 1, signage is installed, straw mulch is used, and the applicant monitors and removes invasive species as described above.

5. WATER QUALITY CONSIDERATIONS:

As discussed in Finding 3, the applicant proposes to stabilize the work area to ensure that there are minimal erosion and sedimentation issues on the site.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to directly alter 14,950 square feet of emergent and wet meadow wetland to construct the proposed multi-use trail.

The Wetlands and Waterbodies Protection Rules, 06-096 CMR 310, interpret and elaborate on the Natural Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a freshwater wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an

alternatives analysis for the proposed project completed by Plymouth Engineering, Inc. and dated October 2015. The project purpose is to extend the existing Sunrise Trail to amenities in downtown Ellsworth and to provide additional recreational opportunities to residents and visitors in the area. Because the applicant was limited to the land it has rights to in order to construct the trail, locating the trail outside the wetland was not possible. In addition, because a section of the rail line is still in use, a setback from the rails is necessary for safety and the trail could not be located on top of the existing rail bed. As the trail is located directly adjacent to the rail line, in a narrow parcel, some impact to the wetland is unavoidable.

B. Minimal Alteration. The amount of freshwater wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. When possible, the applicant designed the project to utilize the existing rail bed to minimize wetland intrusion. While the typical setback from a rail line is 15 feet, the applicant is siting the trail at a distance of 10.5 feet in wetland crossings to minimize impacts. Additionally, the applicant proposes utilizing steep side slopes at the wetland crossings to minimize impact.

C. Compensation. In accordance with Chapter 310 Section 5(C)(6)(a)(i), compensation may be required to achieve the goal of no net loss of freshwater wetland functions and values since the project will result in over 500 square feet of fill in the resource, which is the threshold over which compensation is generally required. While the project is located in an IWWH, MDIFW reviewed the proposal and determined that if the applicant installs signage and prohibits construction during key nesting periods, impacts to the IWWH will be mitigated. For this reason, the Department determined that compensation is not required.

The Department finds that the applicant has avoided and minimized freshwater wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.

- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided construction does not occur between April 15 and August 1 in the IWWH, signage is installed, straw mulch is used, and the applicant monitors and removes invasive species as described in Finding 4.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of the MAINE DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY to construct a multi-use trail as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. No construction activity shall take place in the IWWH between April 15 and August 1.
5. The applicant shall install educational/informational signage (2 sets) at each end of the IWWH complex to alert trail users to the value of the wetland complex and the sensitivity

of nesting birds (particularly to human disturbance) in the area. The exact language and layout of the signs shall be agreed upon by MDIFW, the Department, and the applicant prior to trail construction.

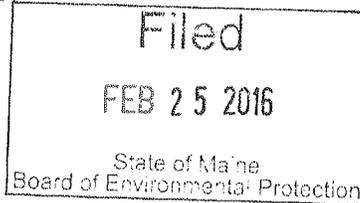
- 6. For a period of three years, the applicant shall inspect for invasive plants during routine travel of the trail. The applicant shall also investigate any credible reports of invasive plants colonizing the project site. Any invasive plants observed shall be removed in accordance with best management practices recommended by the Natural Areas Program of the Department of Agriculture, Conservation and Forestry and replanted with native species if necessary. The applicant shall submit an annual report by the end of each year describing the inspections made and any efforts made to control invasive species.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 25TH DAY OF FEBRUARY, 2016.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: *Mark Bevan*
For: Paul Mercer, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

ME/L26520ANBN/ATS#79832, 79834



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCES PROTECTION ACT, 38 M.R.S.A. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

MULTI-USE TRAIL USE PERMIT

THIS PERMIT, is granted this 20th day of JANUARY, 2016, by and between the Acadia Area ATVers, hereinafter referred to as "Permitter(s)" and the State of Maine, Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, hereinafter referred to as "Permittee(s)" to establish and maintain on the hereinafter described land, a multi-use trail route. (see Exhibit A and B) The Permitter(s) hereby grants the Permittee(s) permit over and upon the following described premises situated in the County of Hancock, Town of Hancock, in the State of Maine for the period from January 1, 2016 to December 31, 2021. This agreement can be renewed for additional 5 years, on a perpetual basis, upon written agreement between the Permittee and the Permitter.

1. This permit shall terminate upon sale of the land, or upon notification in writing to the Permittee(s) six months (6 months) prior to termination by the Permitter(s).
2. The said multi-use trail route shall be open to the general public without charge for multi-use purposes and shall be properly signed to direct multi-use trail traffic and notify motor vehicle traffic on road crossings.
3. The Permitter(s) or his/their authorized representatives shall at all times have the right to enter upon said multi-use trail route for any purpose necessary to carry out their power and duties.
4. The permit is for a 10' +/- foot wide route over the lands to be used as depicted on the attached map.
5. The Permitter(s) shall have the right to close said multi-use trail route with a 6 month advance written notice to the Permittee.
6. All rubbish, debris, and garbage of any nature or kind arising out of the use of the trail shall be promptly picked up and disposed of properly.
7. It is understood that the Permitter(s) assumes NO LIABILITY for injuries and damages that may be suffered on said trail in accordance with Title 14,159-A.
8. Permittee(s) may remove trees, debris or down trees which may obstruct the trail.
9. The State Department of Agriculture, Conservation and Forestry shall maintain, through Risk Management, trail liability insurance or this permit is void.
10. This permit prohibits future claims of adverse possession and/or prescriptive use by Permittee(s) for the permitted multi-use trail route.

11. The Permittee(s) shall be responsible for obtaining all necessary federal, state or local land use permits.

12. Permission to Map Yes No

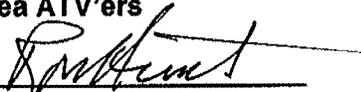
13. Permission to install cameras to help law enforcement with trespass, dumping or other issues? Yes No

Date 2/17/16

Signature 

Ed Jellison, President
Acadia Area ATV'ers

Date 2-27-2016

Bureau Representative Signature 

Ron Hunt, Acting Director of
Operations Manager

Exhibit A

A certain lot or parcel of land, with any improvements thereon, located in Hancock, Hancock County, State of Maine, being more particularly described as follows:

A strip of land approximately 10 feet wide running east and west (from station 108+25 to 112+98 as depicted on Plymouth Engineering Downeast Sunrise Trail Extension plans C2M and C2N dated August 28, 2015) more particularly shown on Exhibit B.

A portion of said trail parallels the southerly line of the Maine Central Railroad right-of-way, being 774.2 feet, said trail being described in the deed from PRL Hancock, LLC to Acadia Area ATV'ers, dated July 25, 2014 and recorded July 30, 2014 in the Hancock County Registry of Deeds in Book 6258, Page 82.

Being the same southerly line shown on VAL Plan V.4, Sheet 31, Right-of-Way and Track Map, Maine Central Railroad, Station 1626+22-Station 1679+02.5, dated June 30, 1916.

MDOT REPAIR SPECIFICATION

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”

Remove the definition of Minor Span in its entirety and replace with:

“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

C. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

SECTION 105
GENERAL SCOPE OF WORK

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours,

prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

105.6.2.4 Department Verification Add the following to the end of the first sentence: “or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department.”

SECTION 106 **QUALITY**

106.4.1 General - In the first sentence, remove “When required by Special Provision,” and replace with “When required elsewhere in the Contract, ”

SECTION 108 **PAYMENT**

108.3 Retainage - Remove the paragraph beginning with “ The Contractor may withdraw...” in its entirety.

SECTION 109 **CHANGES**

109.5.1 Definitions - Types of Delays

Delete Paragraph ‘A’ in its entirety and replace with:

“A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event.”

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 203 **EXCAVATION AND EMBANKMENT**

203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

Crushed Stone, ¾ inch 703.13

203.042 Rock Excavation and Blasting

On page 2-16, add the word “No” to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

“No blasting products will be allowed on the job site if the date codes are missing.”

SECTION 304 **AGGREGATE BASE AND SUBBASE COURSE**

304.02 Aggregate

Remove the sentence “Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table” in its entirety and the table that follows it with headings of ‘Material’ and ‘Aggregate Type’.

304.02 – Aggregate Add the following sentence before the sentence starting with “When designated on the plans...”: **“Aggregate Base Course – Type C will be capped with 2” of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16”**

SECTION 307 **FULL DEPTH RECYCLED PAVEMENT**

Remove this Section in its entirety and replace with:

SECTION 307 **FULL DEPTH RECYCLING** **(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)**

307.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

MATERIALS

307.02 Pulverized Material Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

307.021 New Aggregate and Additional Recycled Material New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

307.022 Emulsified Asphalt Stabilizer. If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

307.023 Water Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

307.024 Portland Cement If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

307.025 Hydrated Lime If required, Hydrated Lime shall meet the requirements of AASHTO M216.

EQUIPMENT

307.03 Pulverizer The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

307.04 Liquid Mixer Unit or Distributor. If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd² with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd². Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

307.041 Cement or Lime Spreader If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

307.05 Placement Equipment Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

307.06 Rollers The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch², and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

CONSTRUCTION REQUIREMENTS

307.06 Pulverizing The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

307.07 Weather Limitations Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

307.08 Surface Tolerance The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch.

307.09 Full Depth Recycling Procedure New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of $\frac{3}{8}$ inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

TESTING REQUIREMENTS

307.10 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- C. Testing Plan.
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

| Test or Action | Frequency | Test Method |
|----------------|------------------------|-------------|
| Density | 1 per 1000 feet / lane | AASHTO T |

| | | |
|--|--|------------|
| | | 310 |
| Air Temperature | 4 per day at even intervals | |
| Surface Temperature | At the beginning and end of each days operation | |
| Yield of all materials (Daily yield, yield since last test, and total project yield.) | 1 per 1000 ft/lane | |

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department’s onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.
- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

307.101 Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor’s expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

ACCEPTANCE TEST FREQUENCY

| Property | Frequency | Test Method |
|------------------|----------------------|--------------|
| In-place Density | 1 per 2000 ft / lane | AASHTO T 310 |

308.102 Curing. No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

307.11 Method of Measurement Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

307.12 Basis of Payment The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

Pay Item

Pay Unit

307.331 Full Depth Recycled Pavement (Untreated) **Square**
Yard

307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) **Square**
5 in. depth
Yard

307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) **Square**
6 in. depth
Yard

SECTION 411
UNTREATED AGGRAGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: “- Type A”

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning

Replace Table I with

TABLE I

| Concrete CLASS | Minimum Compressive Strength (PSI) | Permeability as indicated by Surface Resistivity (KOhm-cm) | Entrained Air (%) | | Notes |
|----------------|------------------------------------|--|-------------------|------------|---------|
| | | | LSL | USL | |
| S | 3,000 | LSL N/A | LSL N/A | USL N/A | 4,5 |
| A | 4,000 | 14 | 6.0 | 9.0 | 1,4,5 |
| P | ----- | ----- | 5.5 | 7.5 | 1,2,3,4 |
| LP | 5,000 | 17 | 6.0 | 9.0 | 1,4,5 |
| Fill | 3,000 | N/A | 6.0 | 9.0 | 4,5 |

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

Note #1 - Remove, “...Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer’s recommendations, at no additional cost to the Department.” and replace with, “...Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department.”

502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age \geq 56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the Department’s sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove “Rapid Chloride” from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove “Chloride” from the heading and from the first sentence.

Replace the sentence that starts with “values greater than...” and replace with “values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department.”

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word “Chloride” from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under “Entrained Air” for “Class Fill”, in the first line, change from “< 4.0 (Removal)” to “< 4.5 (Removal)”

In Table 6: Method C PAY REDUCTIONS remove the word 'Chloride' from 'Chloride Permeability'.

SECTION 619 **MULCH**

619.07 Basis of Payment

In the list of Pay Items add "**619.12 Mulch**" with a Pay Unit of "**Unit**".

Change the description of 619.1201 from "Mulch" to "**Mulch – Plan Quantity**".

In the list of Pay Items add "**619.13 Bark Mulch**" with a Pay Unit of "**CY**".

Change the description of 619.1301 from "Bark Mulch" to "**Mulch – Plan Quantity**".

In the list of Pay Items add "**619.14 Erosion Control Mix**" with a Pay Unit of "**CY**".

Change the description of 619.1401 from "Erosion Control Mix" to "**Mulch – Plan Quantity**".

SECTION 621 **LANDSCAPING**

621.0002 Materials - General

In the list of items change "Organic Humus" to "**Humus**".

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with "The plant pit..." change "½ inch" to "**1 inch**".

SECTION 626 **FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS**

626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with "Drilled shafts shall not be...".

No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations. Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required.

On Page 6-86, add the following to the paragraph beginning with “Concrete for drilled shafts...” so that it reads as follows:

“...The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. **Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section.** Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”

SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3 Submittal of Traffic Control Plan On page **6-148**, note **f**, in the last sentence change the 105.2.2 to 105.2.3 so that the last sentence reads, “**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning.**”.

652.4 Flaggers In the first paragraph, change the fifth sentence which says:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity.

So that it reads:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ° retro-reflectivity.

SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

“Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department’s Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to

discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SECTION 660 **ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

SECTION 677

On page 6 - 203 change “636.041” to “677.041”

SECTION 703 **AGGREGATES**

703.0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under

AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

**Class F Coal Fly Ash meeting the requirements of AASHTO M 295.
Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.**

Densified Silica Fume meeting the requirements of AASHTO M 307.

Lithium based admixtures

Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.06 Aggregate for Base and Subbase - Remove the first two paragraphs in their entirety and replace with these:

“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. “

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | |
|-------------------|--|---|
| | Material for Underwater Backfill | Material for Embankment Construction |
| 6 inch | 100 | |
| No. 40 | 0-70 | 0-70 |
| No. 200 | 0-7.0 | 0-20.0 |

703.33 Stone Ballast - In the third paragraph, remove the words “less than” before 2.60 and add the words “**or greater**” after 2.60.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”