

PROJECT MANUAL

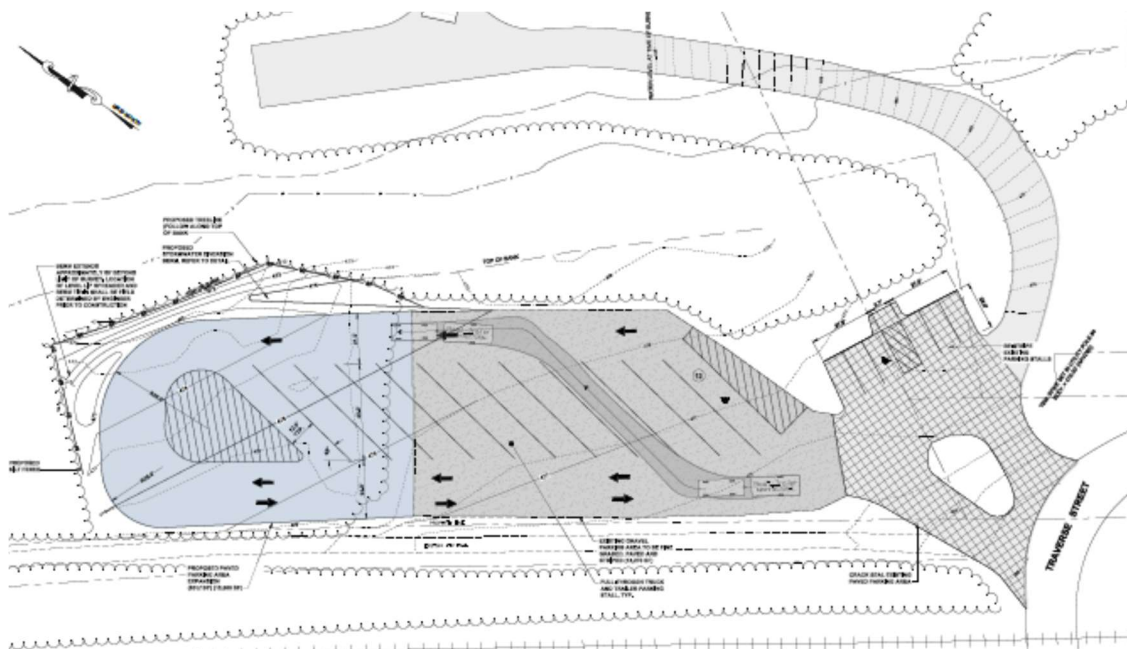
for the

Grand Isle Water Access Site Parking Lot Expansion

for the

**Department of Inland
Fisheries and Wildlife
Augusta, Maine**

BREM# PT-3160



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00 11 13
Notice to Contractors

Grand Isle Boat Access Site Parking Lot Expansion

BREM: PT 3160

Expand the upper parking area by approximately 11,000 square feet and then pave and stripe both the existing and expanded parking areas.

The cost of the work is approximately \$ 177,000.00. The work to be performed under this contract shall be completed on or before the Final Completion date of *06 August 2021*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Grand Isle Parking Lot Expansion**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m. on 19th of May, 2021**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: David Schoenherr, Architect, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

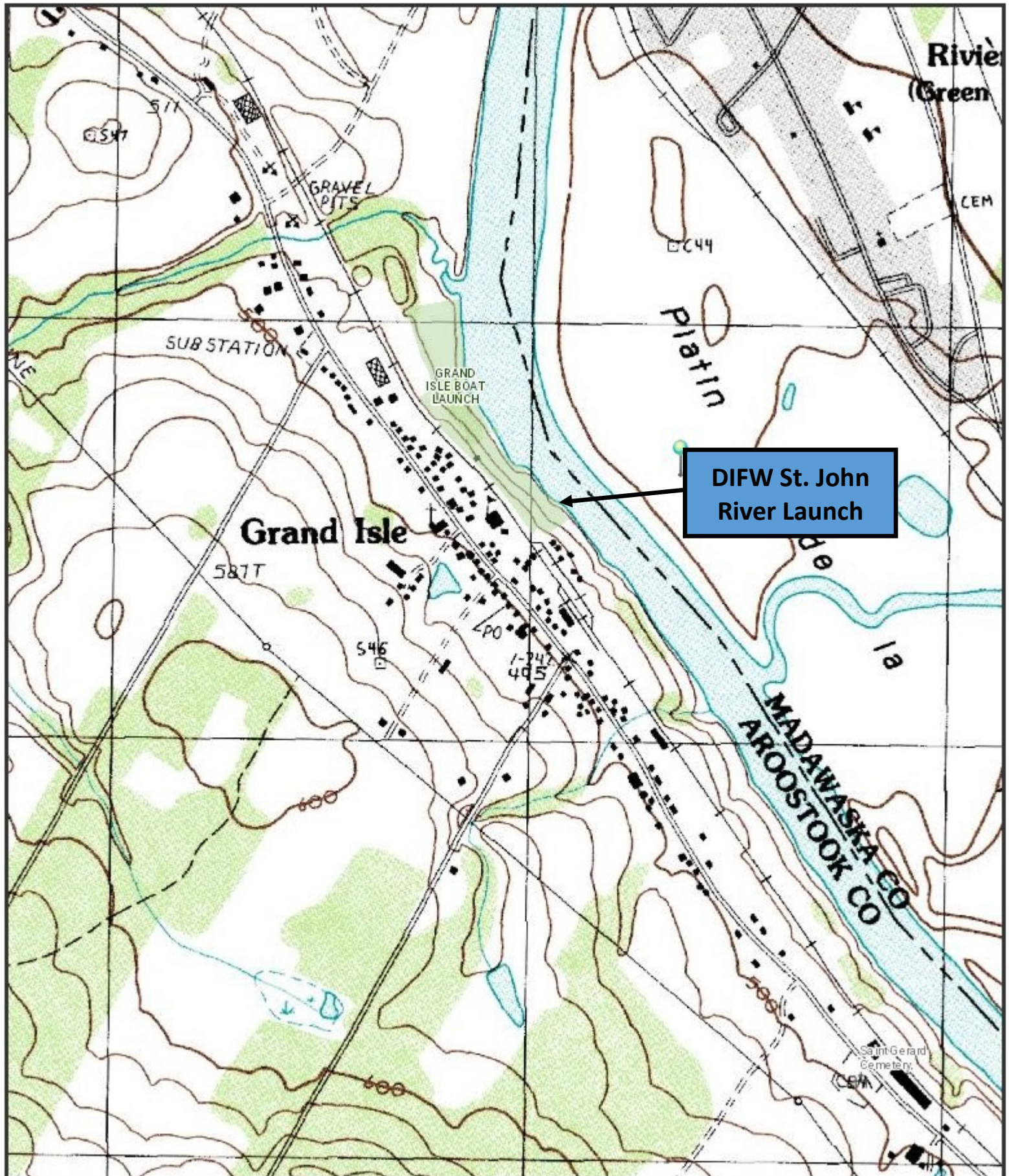
2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is not required* on this project.
If noted above as required, the Bidder 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. The Bid Bond form is available on the BGS website.
4. Performance and Payment Bonds *are required* on this project.
If noted above as required, 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. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.

00 11 13
Notice to Contractors

7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *optional* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *Date of pre-bid conference is Thursday, May 6th-10:00 AM at launch site off Traverse St., Grand Isle Maine.*
8. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be *Renovation or addition insured by Owner.*
9. Bid Documents - full sets only - will be available on or about 28 April 2021 and may be obtained *at a cost of \$25.00 plus postage* from:
Quality Copy & Digital Print
4 North St,
Hallowell, ME 04347
(207)622-7447 q.copy@myfairpoint.net
10. Bid Documents may be examined at:

<i>AGC Maine</i> <i>188 Whitten Road</i> <i>Augusta, ME 04332</i> <i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Construction Summary</i> <i>734 Chestnut Street</i> <i>Manchester, NH 03104</i> <i>Phone 603-627-8856 Fax 603-627-4524</i>
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GRAND ISLE TOPO



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.25
Miles
1 inch = 0.27 miles

Date: 9/22/2020
Time: 8:37:20 AM

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 and Subcontractors 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.
- 1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

00 21 13
Instructions to Bidders

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
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 lowest sum of an acceptable Base Bid plus any Alternate Bids the Owner elects to include. An acceptable bid is one from a responsive and responsible bidder.
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 closing date and time.
- 3.3 A bid that contains any 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, by the same means as the original bid submission, 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 Consultant shall not issue Addenda affecting the content of the bid 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

00 21 13
Instructions to Bidders

provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 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.
- 3.12 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.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

00 41 13
Contractor Bid Form

Grand Isle Boat Access Site Parking Lot Extension

BREM PT-3160

Bid Form submitted by: *email only to email address below*

Bid Administrator:

David Schoenherr

BGS.Architect@Maine.gov

Bureau of General Services

111 Sewall Street, Cross State Office Building, 4th floor

77 State House Station

Augusta, Maine 04333-0077

Bidder:

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: _____

The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract 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, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, 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.

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the form of contract, general conditions, specifications and drawings dated 03/08/2021, prepared by CES Inc. for Grand Isle Water Access Site Parking Lot Expansion, 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:

\$ _____ .00

2. Allowances *are not included* on this project.

No Allowances

insert brief name of Allowance

\$ 0.00

3. Alternate Bids *are not included* on this project.

No Alternate Bids

Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 insert title of Alternate or "not used"

\$ _____ .00

2 insert title of Alternate or "not used"

\$ _____ .00

3 insert title of Alternate or "not used"

\$ _____ .00

4 insert title of Alternate or "not used"

\$ _____ .00

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

5. Bid security *is not required* on this project.

If noted above as required, the Bidder shall include with this bid form 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.

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

If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

00 43 13
Contractor Bid 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 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 date, i.e.: 8th day of select month, select year, which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

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

Now therefore:

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

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

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

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

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 date, i.e.: 8th* day of *select month, select year*, which is the first specified bid due date, or subsequent bid due date revised by addendum.

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 CONSTRUCTION CONTRACT

Large Construction Project

(Contract value \$50,000 or greater. Contract includes Project Manual, Specifications and Drawings)

Agreement entered into by and between the insert contracting entity name hereinafter called the **Owner** and insert Contractor company name hereinafter called the **Contractor**.

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

Other Project No.: _____

For the following Project: title of project shown on documents at facility or campus name, municipality, Maine.

The Specifications and the Drawings have been prepared by firm name, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

The *Owner* and *Contractor* agree as follows:

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

Base Bid	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
Total Contract Amount	<u>\$0.00</u>

1.2 The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

1.2.1 Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

1.2.2 Provisions for late payments will be governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

ARTICLE 2 TIME OF COMPLETION

2.1 The Work of this Contract shall be completed on or before the Final Completion date of 31 December 2021.

The following abbreviated definitions are for reference only, see Section 00 71 00 *Definitions* for actual definitions.

Substantial Completion: date of first beneficial use by the Owner.

Final Completion: the Contractor's final completion deadline.

Contract Expiration: the Owner's deadline for management of contract accounts.

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

3.2 By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3.3 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

4.1 On this project, the Contractor shall furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000, or if bonds are specifically required by the Contract Documents.

4.2 The Owner has verified the appropriate coverage with the State of Maine Division of Risk Management, and selected the proper option as follows. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be Non-standard project insured by Contractor.

4.3 The Contractor shall comply with all laws, codes and regulations applicable to the Work.

4.4 The Contractor shall acquire all permits and third-party approvals applicable to the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

4.5 The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.

4.6 The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of Work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

5.1 The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

5.2 By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

ARTICLE 6 INSTRUMENTS OF SERVICE

6.1 The Contractor's use of the drawings, specifications and other documents known as the Consultant's Instruments of Service is limited to the execution of the Contractor's scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Contract shall be governed by the laws of the State of Maine.

7.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

7.3 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

8.1 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. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

8.2 Specifications: *indicate date of issuance of project manual*

8.3 Drawings: *note each sheet number and title*

8.4 Addenda: *note each addenda number and date, or "none"*

BGS Project No.: _____

The Agreement is effective as of the date executed by the approval authority.

OWNER**CONTRACTOR**

(Signature) (Date)
name and title

name of contracting entity
address

telephone
email address

(Signature) (Date)
name and title

name of contractor company
address

telephone
email address
Vendor Number

(Indicate names of the review and approval individuals appropriate to the approval authority.)

select proper approval authority

Reviewed by:

Approved by:

(Signature) (Date)
insert name

Project Manager/ Contract Administrator

(Signature) (Date)
Joseph H. Ostwald

Director, Planning, Design & Construction

00 61 13.13
Contractor Performance Bond

Bond No.: insert bond number

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

The condition of the above obligation is such that if the principal shall promptly and faithfully perform the contract entered into this insert date, i.e.: 8th day of select month, select year, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of insert name of project as designated in the contract documents, then this obligation shall be null and void.

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

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

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 date, i.e.: 8th* day of *select month, select year*, which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs 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.

State of Maine
CONSTRUCTION CONTRACT
Application for Payment

Project name

location / school / campus

Application Number: **1****Contractor Company name**

address

city state zip code

Period Start Date: **1-Jul-2021**Period End Date: **31-Jul-2021**BGS Project No.: **n**Other Project No.: **x**

1	Original Contract Amount		\$0
2	Net of Change Orders to Date	(from table below)	\$0
3	Contract Sum to Date	(line 1 plus or minus line 2)	\$0
4	Total Completed and Stored to Date	(column G on Continuation Sheet)	\$0
5a	5% Retainage of Completed Work	(columns D + E x 5%)	\$0
5b	5% Retainage of Stored Materials	(column F x 5%)	\$0
5c	Total Retainage	(column I)	\$0
6	Total Earned Less Retainage	(line 4 minus line 5c)	\$0
7	Less Previous Approved Applications for Payment	(line 6 from previous Application)	\$0
8	Current Payment Due	(line 6 minus line 7)	\$0
9	Balance to Finish, Including Retainage	(line 3 minus line 6)	\$0

Change Order Summary	Additions	Deductions
Total Changes Approved in Previous Months	\$0	\$0
Total Changes Approved this Month	\$0	\$0
Subtotals	\$0	\$0
Net of Change Orders to Date		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which the previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor

Type company name here

Type person's name, title here

signature

date

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. **Amount Certified:** _____

Consultant (Architect or Engineer)

Type firm name here

Type person's name, title here

signature

date

Owner

Type contracting entity name here

Type person's name, title here

signature

date

Owner's Rep / other - clear text if not used

Type entity name here

Type person's name, title here

signature

date

Bureau of General Services

Type person's name, title here

signature

date



Maine Revenue Services
PERMANENT EXEMPTION CERTIFICATE

MAINE STATE OF
d/b/a MAINE INLAND FISHERIES & WILDLIFE
284 STATE ST
AUGUSTA, ME 04330-6915

Registration Number: E80730
Effective Date: February 11, 2000
Notice Number: 5041371200601

This certifies that the organization named above is an agency, branch, or instrumentality of the federal government, the State of Maine or a political subdivision of the State of Maine, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

This Exemption Certificate is issued under the provisions of 36 M.R.S. §§ 1751 - 2113.

- **This certificate cannot be used for purchases when payments are made with cash, personal checks, or personal credit cards without an accompanying purchase order.**
- All purchases must be billed directly to and paid for by the organization, or must be accompanied by a purchase order issued by the organization that identifies specifically the items to be purchased.
- A copy of this **completed and signed** certificate must be provided by the organization, and a copy maintained in the files of the vendor in order to permit purchases exempt from tax. It is only necessary to provide one copy of this certificate to the vendor. Subsequent purchases should be identified as exempt from tax.
- The property or service purchased must be used exclusively by the organization named above for the purposes for which it is organized.
- This certificate may not be used for activities that are mainly commercial enterprises, including, but not limited to, purchases of items to be resold by the organization.
- This certificate must be taken in good faith from the organization. The good faith of the vendor may be questioned if, at the time of the sale, the vendor has knowledge of facts that give rise to a reasonable inference that:
 - The purchaser is not the holder of the exemption certificate,
 - The exemption certificate has been revoked or is otherwise invalid at the time of the sale, or
 - The merchandise or service is not to be used exclusively by the exempt organization.

I HEREBY CERTIFY that the above exemption certificate is valid and that the tangible personal property or taxable services described below which I shall purchase from _____ will be used exclusively by the organization named above for purposes for which it is organized, consistent with the exemption provided in 36 M.R.S. § 1760 or 36 M.R.S. § 2557.

Description of Purchases: _____

Authorized Signature

Date

State of Maine
CONSTRUCTION CONTRACT
Construction Change Directive

Project name
 location / school / campus

C. C. D. Number: **1**
 CP (Change Proposal) Number **1**
 Issue Date of this Document: **31-Oct-2021**

Contractor Company name
 address
 city state zip code

BGS Project No.: **n**
 Other Project No.: **x**

CCD Item	Type name of CCD item here		
Description of Work	Type brief description here of work scope here.		
Reason or Necessity of Work	Type brief justification for change here.		
Method of Compensation	Select from drop down box...	Projected Total Cost	\$0
Supporting Documentation	is attached	Projected Calendar Days*	0

* Calendar Days refers to Contract Final Completion Date only.

Fully describe the scope of work of the CCD item in the table above and on attached drawings and specifications as necessary.

Indicate the reason for the work, and the estimated schedule and cost impacts.

This CCD records the order to do the work. The documented actual final time and cost changes are subject to approval in a subsequent Change Order process.

Consultant
 (Architect or Engineer) Type firm name here
 Type person's name, title here

signature date

Contractor
 Type company name here
 Type person's name, title here

signature date

Owner
 Type contracting entity name here
 Type person's name, title here

signature date

Owner's Rep
 Type entity name here
 Type person's name, title here

signature date

Bureau of
General Services Division of Planning, Design & Construction
 Type person's name, title here

signature date

State of Maine
CONSTRUCTION CONTRACT
Change Order

Project name

location / school / campus

Change Order Number: **1**Issue Date of this Document: **31-Dec-2022****Contractor Company name**

address

city state zip code

BGS Project No.: **n**Other Project No.: **x****Cost Change***Show Deduct as a negative number, e.g.: "-\$850".*

	Add	Deduct	Total
Net Amount of this Change Order	\$0	\$0	
Net Amount of Previous Change Orders	\$0	\$0	
Net of Change Orders to Date	\$0	\$0	\$0
Original Contract Amount			\$0
Revised Contract Amount			\$0

Time Change*Show Deduct as a negative number, e.g.: "-8".*

	Add	Deduct	Total
Net Calendar Days Adjusted by this Change Order	0	0	
Net Calendar Days Adjusted by Previous Change Orders	0	0	
Net of Change Orders to Date	0	0	0
Original Contract Final Completion Date			31-Dec-2023
Revised Contract Final Completion Date*			31-Dec-2023

Consultant (Architect or Engineer)

Type firm name here

Type person's name, title here

signature

date

Contractor

Type company name here

Type person's name, title here

signature

date

Owner

Type contracting entity name here

Type person's name, title here

signature

date

Type Entity, such as "Owner's Rep", or "not used"

Type entity name here

Type person's name, title here

signature

date

Bureau of General Services

Division of Planning, Design & Construction

Type person's name, title here

signature

date

Attach the "List of Change Order Items" sheet, plus all supporting documentation for each Change Order Item.

Substantial Completion Date: the deadline for first beneficial use by Owner, as certified by Consultant.

* **Contract Final Completion Date** : the Contractor's final completion deadline for contract work.

Contract Expiration Date: the Owner's deadline for internal management of contract accounts;

Contract Expiration Date does not directly relate to any contract obligation of the Contractor.

1-Dec-2023

31-Dec-2023

29-Feb-2024

List of Change Order Items

Project name

C. O. Number: 1

Contractor Company name

CO Item No.	CP No.	Item Name	Reason Code	Calendar Days*	Cost
1	1	Type brief name of Change Order Item here		0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
Totals				0	\$0

Reason Codes

EO Error or omission of Consultant
 UC Unforeseen job site condition
 OC Owner-generated change
 RC Regulatory authority-generated change
 CC Contractor-generated change

* Calendar Days shows Contract Final
 Completion Date impact only.

Attach this sheet to the BGS "Change Order" cover sheet (with cost and time summaries, and signatures). Attach a "Details" sheet, and other supporting documentation, for each Change Order Item listed above.

Details of Change Order Item

Project name

location / school / campus

Change Order Item Number

1

CP (Change Proposal) Number

1

Issue Date of this Document:

31-Oct-2021

Contractor Company name

address

city state zip code

BGS Project No.:

n

Other Project No.:

x

Change Order Item	Type name of Change Order Item here			
Description of Work	Type brief description here of work scope here.			
Reason or Necessity of Work	Type brief justification for change here.			
Cost Breakdown	Work by Subcontractor only	Work by Sub and Contractor	Work by Contractor only	
Subcontractor base cost	\$0	\$0		
Subcontractor markup	\$0	\$0		
Contractor base cost		\$0	\$0	
Contractor markup	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	
Compensation	lump sum		Total Cost	\$0
Initiated by	Consultant		Calendar Days*	0
Reason Code	CC	Supporting Documentation		is attached

EO
Error or omission
of Consultant

UC
Unforeseen job site
condition

OC
Owner-
generated change

RC
Regulatory authority-
generated change

CC
Contractor-
generated change

* Calendar Days shows Contract Final Completion Date impact only.

Consultant

(Architect or Engineer)

Type firm name here

Type person's name, title here

signature

date

Contractor

Type company name here

Type person's name, title here

signature

date

Owner

Type contracting entity name here

Type person's name, title here

signature

date

Owner's Rep

Type entity name here

Type person's name, title here

signature

date

Bureau of

Division of Planning, Design & Construction

General Services

Type person's name, title here

signature

date

00 71 00
Definitions

1. Definitions

- 1.1 *Addendum*: A document issued by the Consultant 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*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 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. See also *Responsive and Responsible Bidder*.
- 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 Real Estate Management (formerly known as Bureau of General Services, or BGS) 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. Calendar days are used for changes in Contract Time.

00 71 00
Definitions

- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the 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 Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, 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 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.25 *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.
- 1.26 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to “Consultant” in State of Maine contract forms.
- 1.27 *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.
- 1.28 *Final Completion*: Project status establishing the date when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.29 *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.
- 1.30 *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 Consultant and Contractor.
- 1.31 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.32 *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.
- 1.33 *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.
- 1.34 *Post-Bid Addendum*: Document issued by the Consultant 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.

00 71 00
Definitions

- 1.35 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.36 *Proposal (see also Change Order 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. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.37 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.38 *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.
- 1.39 *Request For Information (RFI)*: A Contractor's written request to the Consultant 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.
- 1.40 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.41 *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*.
- 1.42 *Responsive and Responsible Bidder*: A bidder who complies, on a given project, with the following *responsive* standards, as required by the bid documents:
provided specific qualifications to bid the project, if required;
attended mandatory pre-bid conferences, if required;
provided a bid prior to the close of the bid period;
submitted a complete bid form;
submitted other materials and information, such as bid security, as required;
and, meets the following minimums regarding these *responsible* standards:
sustains a satisfactory record of project performance;
maintains a permanent place of business in a known physical location;
possesses the financial means for short- and long-term operations;
possesses the appropriate technical experience;
employs adequate personnel and subcontractor resources;
maintains the equipment needed to perform the work;
complies with the proposed implementation schedule;
complies with the insurance and bonding requirements;
can provide post-construction warranty coverage;
and other criteria which can be considered relevant to the contract.

00 71 00
Definitions

- 1.43 *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.)
- 1.44 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.45 *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.
- 1.46 *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*.
- 1.47 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.48 *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.
- 1.49 *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.
- 1.50 *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.
- 1.51 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.52 *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.
- 1.53 *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

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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 Consultant. The purpose of this conference is as follows.
 - 1.1.1 Introduce all parties who have a significant role in the Project, including:
 - Owner (State agency or other contracting entity)
 - Owner's Representative
 - Consultant (Architect or Engineer)
 - Subconsultants
 - Clerk-of-the-works
 - Contractor (GC)
 - Superintendent
 - Subcontractors
 - Other State agencies
 - Construction testing company
 - Commissioning agent
 - Special Inspections agent
 - Bureau of General Services (BGS);
 - 1.1.2 Review the responsibilities of each party;
 - 1.1.3 Review any previously-identified special provisions of the Project;
 - 1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
 - 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
 - 1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
 - 1.1.7 discuss jobsite issues;
 - 1.1.8 Discuss Project close-out procedures;
 - 1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and
 - 1.1.10 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 Consultant and authorized in writing by the Consultant, 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 Consultant in writing of such errors or omissions. The Consultant 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 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. 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. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

- 5.1 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.
- 5.2 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.
- 5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5 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.
- 5.6 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 Consultant 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.
- 5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.
- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

00 72 13
General Conditions

6. Taxes

- 6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.
- 6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).
- 6.3 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. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

- 7.1 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.
- 7.2 The Consultant 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board 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.
- 7.6 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.
- 7.7 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

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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.

- 7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

8. Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.
- 8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.
- 8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.
- 9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.
- 9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance

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in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

- 9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project 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

- 9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage 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. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a 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

- 9.3.3 The Contractor shall have 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	\$500,000
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- 9.3.4 The Contractor shall have Owner's Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

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

- 9.4 The Owner has determined the appropriate coverage for this particular project, verified the coverage with the State of Maine Division of Risk Management, and selected the proper option on the contract form. Property Insurance for this construction contract shall be one of the options described below.

- 9.4.1 Non-standard project insured by the Contractor –
 Projects of this type include, but are not limited to, site improvements such as parking lots, boat launches, utility runs, and free-standing mechanical or electrical equipment, and do not necessarily include buildings. The Contractor shall procure and maintain an appropriate level of property insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

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- 9.4.2 New construction insured by the Contractor –
The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.
- 9.4.3 Renovations and additions to existing State-owned buildings insured by the Owner (State of Maine Division of Risk Management) –
Builder's Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State's property policy. The Owner shall notify Maine Division of Risk Management concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder's Risk certificate of insurance will be furnished to the Contractor upon request.
- The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.
- 9.4.4 Renovations and additions to existing buildings not insured by the Owner (State of Maine Division of Risk Management) –
The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interests 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.

10. Contract Bonds

- 10.1 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 subsequent additions or deductions of the contract.
- 10.2 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.

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11. Patents and Royalties

- 11.1 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.
- 11.2 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.

12. Surveys, Layout of Work

- 12.1 The Owner shall furnish all property surveys unless otherwise specified.
- 12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 12.3 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 Consultant prior to commencing work.

13. Record of Documents

- 13.1 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 Consultant.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

14. Allowances

- 14.1 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.
- 14.2 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.

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15. Shop Drawings

- 15.1 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.
- 15.2 The Consultant 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.
- 15.3 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.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant 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 Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

16. Samples

- 16.1 The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant 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.

17. Substitutions

- 17.1 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.
- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant 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 Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant 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

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of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.

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

18. Assignment of Contract

- 18.1 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.

19. Separate Contracts

- 19.1 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.
- 19.2 The Contractor shall promptly report to the Consultant 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.
- 19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 19.4 The Contractor shall report to the Consultant 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.
- 19.5 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.

20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant 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.

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- 20.3 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.
- 20.4 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.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

21. Contractor-Subcontractor Relationship

- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 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.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 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.
- 21.6 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.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 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.
- 21.10 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.

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- 21.11 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 Consultant's instructions.

22. Supervision of the Work

- 22.1 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.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant 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 Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 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 Consultant. 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 Consultant that was not revealed by the superintendent in a timely way.

23. Observation of the Work

- 23.1 The Contractor shall allow the Owner, the Consultant 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.
- 23.2 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.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.
- 23.4 The Consultant 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 Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant 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

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work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.

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

24. Consultant's Status

- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant 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 Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant'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 Consultant relative to this contract shall be that of the former Consultant.

25. Management of the Premises

- 25.1 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 Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 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.
- 25.3 The Contractor shall enforce the Consultant'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.
- 25.4 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.

26. Safety and Security of the Premises

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

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- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 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 Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant 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.
- 26.10 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.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.

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26.12 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.

27. Changes in the Work

27.1 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.

27.2 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.

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

27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. 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.

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

- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
- .2 unit prices named in the contract or subsequently agreed upon, or
- .3 cost plus a designated percentage, or
- .4 cost plus a fixed fee.

27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.

- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
- .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
- .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.

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

27.8 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

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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.

- 27.9 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.
- 27.10 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.
- 27.11 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.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant 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 Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

- 28.1 The Contractor shall promptly remove from the premises all work the Consultant 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.
- 28.2 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 Consultant. 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.

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28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.

28.4 The Consultant 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.

29. Owner's Right to do Work

29.1 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 Consultant 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.

29.2 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.

30. Termination of Contract and Stop Work Action

30.1 The Owner may, owing to a certificate of the Consultant 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:

- .1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
- .2 a receiver is appointed due to the Contractor's insolvency, or
- .3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
- .4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
- .5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.

30.2 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

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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 Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.

30.3 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 Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.

30.4 The Contractor may, if the Consultant 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 Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

31.1 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 Consultant, 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 Consultant shall determine the status of all claimed causes.

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

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

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

32. Payments to the Contractor

32.1 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 Consultant. The Consultant 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.

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

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- 32.3 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.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant 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.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 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 Consultant 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.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 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.

33. Payments Withheld

- 33.1 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 (5 M.R.S. §1746).

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- 33.2 The Consultant 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:
- .1 defective work not remedied;
 - .2 claims filed or reasonable evidence indicating probable filing of claims;
 - .3 failure to make payments properly to Subcontractors or suppliers;
 - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
 - .5 liability for damage to another contractor.

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

34. Liens

- 34.1 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.
- 34.2 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.

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 Consultant'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 Consultant 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 Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, 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 Consultant 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 Consultant regarding the required request for information.

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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 separate 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 thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.

36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, 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, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.

36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently 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 Consultant 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 Consultant determines has followed the expected rate of progress.

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- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

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

38. Dispute Resolution

38.1 Mediation

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.
- 38.1.2 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.
- 38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

38.2 Arbitration

- 38.2.1 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.
- 38.2.2 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.
- 38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

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38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

00 73 46

Wage Determination Schedule

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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

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

2021 Fair Minimum Wage Rates
Highway & Earth Aroostook 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	\$ 19.06	\$ 4.68	\$ 23.74	Ironworker - Reinforcing	\$ 28.36	\$ 0.00	\$ 28.36
Backhoe Loader Operator	\$ 33.80	\$ 10.28	\$ 44.08	Laborer - Skilled	\$ 18.32	\$ 3.52	\$ 21.84
Boom Truck (Truck Crane) Operator	\$ 25.00	\$ 5.86	\$ 30.86	Laborers (Helpers & Tenders)	\$ 18.00	\$ 1.01	\$ 19.01
Bulldozer Operator	\$ 20.00	\$ 1.88	\$ 21.88	Loader Operator - Front-End	\$ 22.00	\$ 7.62	\$ 29.62
Carpenter - Rough	\$ 30.76	\$ 19.72	\$ 50.48	Mechanic- Maintenance	\$ 22.75	\$ 1.59	\$ 24.34
Cement Mason/Finisher	\$ 20.50	\$ 1.42	\$ 21.92	Millwright	\$ 25.75	\$ 5.41	\$ 31.16
Communication Equip Installer	\$ 22.00	\$ 0.00	\$ 22.00	Painter	\$ 20.90	\$ 2.07	\$ 22.97
Crane Operator =>15 Tons)	\$ 29.00	\$ 6.68	\$ 35.68	Paver Operator	\$ 23.91	\$ 13.25	\$ 37.16
Crusher Plant Operator	\$ 22.96	\$ 7.90	\$ 30.86	Pipelayer	\$ 25.00	\$ 3.36	\$ 28.36
Electrician - Licensed	\$ 31.98	\$ 17.24	\$ 49.22	Reclaimer Operator	\$ 26.83	\$ 13.25	\$ 40.08
Electrician Helper/Cable Puller	\$ 18.50	\$ 2.39	\$ 20.89	Roller Operator - Earth	\$ 23.91	\$ 2.97	\$ 26.88
Excavator Operator	\$ 23.74	\$ 2.26	\$ 26.00	Roller Operator - Pavement	\$ 23.91	\$ 9.21	\$ 33.12
Fence Setter	\$ 18.50	\$ 2.00	\$ 20.50	Screed/Wheelman	\$ 20.00	\$ 3.01	\$ 23.01
Flagger	\$ 13.75	\$ 0.00	\$ 13.75	Stone Mason	\$ 25.00	\$ 1.88	\$ 26.88
Grader/Scraper Operator	\$ 26.29	\$ 10.70	\$ 36.99	Truck Driver - Heavy	\$ 19.49	\$ 4.13	\$ 23.62
Highway Worker/Guardrail Installer	\$ 24.87	\$ 1.36	\$ 26.23	Truck Driver - Light	\$ 24.15	\$ 0.38	\$ 24.53
Hot Top Plant Operator	\$ 23.91	\$ 13.25	\$ 37.16	Truck Driver - Medium	\$ 19.25	\$ 1.09	\$ 20.34
Industrial Truck (Forklift) Operator	\$ 26.83	\$ 3.25	\$ 30.08	Truck Driver - Tractor Trailer	\$ 18.00	\$ 0.00	\$ 18.00

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.

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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.

A true copy

Attest: 

Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2021
Revised 2-25-2021

End of Section 00 73 46

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 REQUIREMENT INCLUDED

- A. The work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the specifications, drawings, and other Contract Documents as herein before defined, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

1.2 RELATED SECTIONS

- A. Section 01 56 00: Temporary Facilities and Controls.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work shall consist of the expansion of an existing parking lot.

1.4 CONTRACT METHOD

- A. The work hereunder will be constructed under unit prices as indicated in the Bid Schedule.
- B. The Contractor shall include the General Conditions and Supplementary General Conditions of the Contract as a part of all of its subcontract agreements.

1.5 WORK BY OTHERS

- A. The Contractor's attention is directed to the fact that work may be conducted at the site by other Contractors during the performance of the work under this contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other Contractors, and shall cooperate fully with such Contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.

- B. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.6 WORK SEQUENCE

- A. The Contractor shall coordinate construction schedule and operations with Owner.

1.7 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

1.8 ACCESS TO SITE

- A. Representative of the Owner shall have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

END OF SECTION

SECTION 01 10 19

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Testing Allowances.
- B. Schedule of Payments.
- C. Applications for Payment.
- D. Change procedures.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 01 40 00 - Quality Requirements.
- C. Section 01 60 00 – Product Requirements.

1.3 SCHEDULE OF PAYMENTS

- A. Submit in accordance with Section 01 33 00.
- B. Submit typed schedule on Contractor's standard form.
- C. Submit Schedule of Progress Payments in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each for payment.
- B. Content and Format: Utilize Schedule of Values for listing items in Application.
- C. Payment Period: Monthly.

1.5 CHANGE PROCEDURES

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time as authorized by General Conditions, Paragraph 9.05.

- B. The Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 10 days.
- C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- D. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed estimated price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Work Change Directive: Engineer may issue a Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Price or Contract Time. Promptly execute the change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

END OF SECTION

SECTION 01 10 90

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Schedule of references.

1.2 RELATED SECTIONS

- A. Section 01 40 00 - Quality Requirements.

1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SCHEDULE OF REFERENCES

AASHTO	American Association of State Highway and Transportation Officials 444North Capitol Street, N.W. Washington, DC 20001
AGC	Associated General Contractors of America 1957 E. Street N.W. Washington, DC 20006

AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.2 RELATED REQUIREMENTS

- A. Section 01 10 19 - Contract Considerations.

1.3 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit three copies of each Application for Payment.

- H. Include the following with the application:
 - 1. Partial release of liens from major Subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.
- I. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.4 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 days.
- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Engineer without a quotation from Contractor, the amount will be determined by Engineer based on the Contractor's substantiation of costs as specified for Time and Material work.

- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.5 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished: Punchlist has been completed

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Preconstruction conference.
- C. Site mobilization conference.
- D. Progress meetings.
- E. Pre-installation conferences.

1.2 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Contractor is advised that the Owner may be awarding separate contracts for Work in the area of this project. The Contractor shall coordinate his/her efforts with those of any other Contractor(s), as well as all independent utilities.

1.3 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: Owner, Engineer and Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.

5. Designation of personnel representing the parties in Contract, and the Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
7. Scheduling.

1.4 SITE MOBILIZATION CONFERENCE

- A. Owner may schedule a conference at the Project site prior to Contractor occupancy.
- B. Attendance Required: Owner, Engineer, Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 1. Traffic Control.
 2. Owner's requirements.
 3. Construction facilities.
 4. Existing utilities and any associated or anticipated encounters.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Procedures for testing.
 8. Procedures for maintaining record documents.
 9. Inspection during construction period.
 10. Coordination with other Contractors and utilities.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop drawings.
- E. Product data.
- F. Samples.
- G. Manufacturer's instructions.
- H. Manufacturer's certificates.

1.2 RELATED SECTIONS

- A. Section 01 10 19 - Contract Considerations.
- B. Section 01 40 00 - Quality Requirements.
- C. Section 01 70 00 – Execution and Contract Closeout.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- E. Schedule submittals to expedite the Project and deliver to Engineer at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for Contractor and Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 15 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first workday of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.5 PROPOSED PRODUCTS LIST

- A. Within 5 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.6 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01 70 00 – Execution and Contract Closeout.

1.7 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01 70 00 – Execution and Contract Closeout.

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance/control of installation.
- B. References.
- C. Field samples.
- D. Testing laboratory services.
- E. Manufacturer's field services and reports.

1.2 RELATED SECTIONS

- A. Section 01 10 19 - Contract Considerations.
- B. Section 01 10 90 - Reference Standards.
- C. Section 01 33 00 – Submittal Procedures.
- D. Section 01 60 00 – Product Requirements.
- E. Section 31 23 16 - Excavation.
- F. Section 31 23 23 - Backfill.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with Manufacturer's instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.

1.5 TESTING LABORATORY SERVICES

- A. Contractor shall employ the services of a qualified firm to perform quality control testing in the field or laboratory on moisture-density relationships (Proctors) and relative density tests on embankments, fill and backfill materials, in-place field density tests on embankments and fills, and other materials and equipment during and after their incorporation in the Work. Field sampling and testing shall be performed by the testing firm with minimum interference with construction operations. Engineer shall determine the time and location of field sampling and testing as necessary to determine that materials and equipment conform with the Contract Documents.

Contractor shall furnish all sample materials and cooperate in the sampling and field testing activities. Contractor will furnish personnel, equipment, and facilities to perform sampling and field testing activities and to deliver samples and test specimens to the testing laboratory.

If tests indicate Work does not meet specified requirements, remove work, replace, and retest at no cost to Owner.

Contractor shall be responsible for all testing laboratory services in connection with pipe and appurtenances testing, topsoil analysis testing, and other necessary testing not included in paragraph 1.5A above.

END OF SECTION

SECTION 01 56 00

TEMPORARY FACILITIES AND CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Water Control.
- B. Dust Control.
- C. Erosion and Sediment Control.
- D. Pollution Control.

1.2 RELATED SECTIONS

- A. Section 01 10 00 - Summary of Work.

1.3 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.4 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.5 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills. Prevent erosion and sedimentation.
- B. Minimize amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.6 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Contractor shall provide dust control and cleaning as needed and per Engineer's recommendation due to construction activity.

END OF SECTION

SECTION 01 57 00

TRAFFIC CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Regulate traffic in the area of Work being performed.
- B. Perform Work in a manner to provide safe passage for the public at all times with a minimum of obstruction to traffic.
- C. The Owner, local Police Department, Fire Department, and the Engineer will determine if safe passage is being maintained. Perform additional Work required by them to maintain safe passage.
- D. Provide all signs, barricades, flags, traffic guards, and warning devices required conforming to the current edition of the MUTCD.
- E. Provide access for residents, guests and service personnel to the main entrance to the Facility. Restricting access to the main entrance shall be minimized throughout construction and shall be coordinated with the Owner a minimum of 48 hours in advance.
- F. Access for Emergency vehicles and personnel shall be maintained throughout the construction.
- G. Backfill all open excavations prior to stopping work for the night, unless otherwise directed by Engineer.

PART 2 - PRODUCTS

2.1 SIGNS, BARRICADES, AND WARNING DEVICES

- A. General: Comply with requirements in "Manual on Uniform Traffic Control Devices" published by Dept. of Transportation and Federal Highway Administration, and requirements of Maine Dept. of Transportation.
- B. Contractor to submit a Traffic Control Plan for all phases of construction to be approved by Owner and Engineer prior to the start of construction.
 - 1. Failure of the Contractor to abide the developed Traffic Control Plan shall result in a suspension of work until corrections are made to follow the submitted Traffic Control Plan.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TRAFFIC

- A. General: Maintain vehicular access to the main entrance and parking area through the Work area during working hours and during the night and on weekends and holidays.

3.2 DETOURS/CLOSURES

- A. General: Provide, identify and maintain suitable detours when the Project, or any part thereof, is closed to travel.

When the closed part of the Project is reopened, restore the detour area, and any other disturbed areas, to the original condition as approved by the Engineer.

- B. Approval: All detours must be approved by Owner, Police and Fire Departments, and Engineer.
- C. Request Approval of Detours: Make written request for detours two business days in advance of their proposed use.
- D. Notification: Notify Owner, Police Department, Fire Department, and Engineer when detours are put into use and when they are reopened.

3.3 SCHEDULING OF WORK

- A. Revise the plan of Work if, in the opinion of the Engineer, it will create traffic hazard or an unreasonably long detour.
- B. Do not start Work in any new location without the permission of the Engineer.
- C. There is minimal alternative parking at the Facility and due to this closure of the parking lot shall be minimized. The Contractor shall coordinate parking lot closures with the Owner.

3.4 SIGNS, BARRICADES, AND WARNING DEVICES

- A. Provide adequate warning signs, barricades, signal lights, and take other necessary precautions for the safety of the public.
- B. Provide and illuminate suitable warning signs to show where construction, barricades, or detours exist.
- C. Signal lights: Illuminate at all barricades and obstructions from sunset to sunrise.
- D. Maintain necessary signs, as required by the MDOT, barricades, lights, and other safety precautions during authorized suspension of the Work, weekends, holidays, or other times when construction Work is not in progress.

3.5 UNIFORMED TRAFFIC GUARDS

- A. Uniformed Traffic Guards: Provide uniformed traffic guards as required by MDOT, Owner, or the Engineer.

3.6 EXISTING SIGNS

- A. Temporarily Reset and Maintain street directory and regulatory signs which must be moved during construction. Relocate signs so that no traffic hazards are created.
- B. Permanently reset signs at designated locations prior to completion of Work.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Section 01 10 19 - Contract Considerations.
- B. Section 01 40 00 - Quality Requirements.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.

- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Store loose granular materials on solid flat surfaces in a well-drained area. Avoid mixing with foreign matter.
- E. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions. The use of “or equal” materials or equipment shall conform to the requirements set forth in Section 7.04 of the General Conditions.
- B. The Engineer will consider requests for substitutions as set forth in Section 7.05 of the General Conditions.

END OF SECTION

SECTION 01 70 00

EXECUTION AND CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedure.
- B. Section 01 56 00 – Temporary Facilities and Controls.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. Remove temporary erosion control devices.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Remove surface debris.
- B. Remove paving, curb, structures and pipes.
- C. Clear site of plant life and grass.
- D. Remove trees and shrubs.
- E. Remove root system of trees and shrubs.
- F. Topsoil Excavation.

1.2 RELATED SECTIONS

- A. Section 01 56 00 - Temporary Facilities and Controls.
- B. Section 31 23 16 - Excavation.
- C. Section 31 23 18 - Rock Removal.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for disposal of debris.
- B. Contractor is required to contact Dig Safe prior to construction.
- C. Coordinate clearing Work with local utility companies.

PART 2 - EXECUTION

2.1 PREPARATION

- A. Verify that existing plant life designated to remain is tagged or identified.
- B. Install silt fencing in accordance with Section 01 56 00 before starting clearing.
- C. Coordinate clearing work with Owner.

2.2 PROTECTION

- A. Locate, identify, and protect utilities that are to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect benchmarks and existing structures from damage or displacement.

2.3 CLEARING

- A. Remove paving where applicable.
- B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, root system and surface rock to depth limitation on plans.
- C. Clear undergrowth and deadwood using proper methodology to minimize the mixing of topsoil.
- D. Clear areas required for access to site and execution of work.

2.4 REMOVAL

- A. Any debris, rock, and extracted plant life must be removed off site and disposed of at an approved location.
- B. Remove the existing culverts, valves, pipe, structures, curb and other site features as indicated on the Contract Drawings and disposed of at an approved location. The Owner shall have first right and refusal of the equipment and materials associated with the site features.
 - 1. Contractor to remove all existing storm drainage structures within the project limits not scheduled for reuse, unless otherwise noted. Backfill with approved granular material.
 - 2. Contractor to remove all existing storm drainage piping within proposed trenches; all other pipe to be abandoned in-place, unless otherwise noted.
 - a. Contractor to fill all abandoned pipes with flowable fill. Contractor to ensure that entire run of abandoned pipe is filled with flowable fill.

END OF SECTION

SECTION 31 23 23

BACKFILLING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site filling and backfilling.
- B. Fill, aggregate subbase, and aggregate base under paving.
- C. Consolidation and compaction.
- D. Fill for over-excavation.

1.2 RELATED SECTION

- A. Section 31 23 16 - Excavation.
- B. Section 31 23 18 - Rock Removal.
- C. Section 31 37 00 - Riprap.
- D. Section 32 91 19 - Landscape Grading.

1.3 REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D698 - Test Method for Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 5 lb Rammer and 12 inch Drop.
- D. ASTM D2922 - Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D2487 - Classification of Soils for Engineering Purposes.
- F. ASTM 4318 - Test Method For Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- G. ASTM D1140 - Test Method For Amount of Material in Soils Finer than the No. 200 (75 - μ m) sieve.

PART 2 - PRODUCTS

2.1 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENT

- A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock or sand, free from grass, roots, brush, or other vegetation.
- B. Fill and backfill to be placed within 6 inches of any structure or pipe shall be free of rocks or unbroken masses of earth materials having a maximum dimension no larger than 3 inches for structures, and 1 inch for DI, PVC and HDPE pipe.
- C. Suitable Materials: Soils not classified as unsuitable as defined in paragraph entitled, "Unsuitable Material" herein, are defined as suitable material and may be used in fills, backfilling, and embankment construction subject to approval by Engineer, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.
- D. Suitable materials may be obtained from on-site excavations, may be processed on-site materials, or may be imported. If imported materials are required to meet the requirements of the section or to meet the quantity requirements of the project, the Contractor shall provide the imported materials at no additional expense to the Owner, unless a unit price item is included for imported materials in the bidding schedule.
- E. The following types of suitable materials are designated and defined as follows:

1. COMMON BORROW

Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material.

The moisture content shall be sufficient to provide the required compaction and stable embankment. In no case shall the moisture content exceed 4 percent above optimum.

The optimum moisture content shall be determined in accordance with ASTM D698.

2. CRUSHED STONE/BEDDING MATERIAL

Crushed stone shall be durable crushed rock consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock and reasonably free from thin, flat, elongated, or other objectionable pieces. The crushed stone shall be reasonably free from sand, clay, loam, chemical decay, or deleterious materials and not more than one percent of material passing a No. 200 sieve will be allowed to adhere to the crushed stone. The crushed stone shall be uniformly blended according to the grading requirements listed in the following table:

3/4" inch crushed stone:

<u>Sieve Size</u>	<u>Weight Passing (%)</u>
1"	100
3/4"	95-100
1/2"	35-70
3/8"	0-25

3. SAND

Sand shall be well graded coarse sand without excessive fines and free from loam, clay, and organic matter. Beach sand shall not be used. The grading requirements are as follows:

<u>Sieve Size</u>	<u>Weight Passing (%)</u>
3/8"	100
No. 4	95-100
No. 16	50- 85
No. 50	0-30
No. 100	2-10

4. DENSE GRADED CRUSHED AGGREGATE SUBBASE

Dense graded crushed aggregate subbase may be manufactured from ledge or natural aggregates and shall be obtained from a source approved by the resident. When tested by the Los Angeles Wear Test, the percent loss shall not exceed 25. The material will be tested before being used and retested at intervals of approximately 25%, 50%, and 75% completion of the course.

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by ASTM D5821.

The material shall meet the grading requirements of the following table.

<u>Sieve Size</u>	<u>Weight Passing (%)</u>
3.5"	100-100
3"	90-100
2"	75-100
1"	50-80
1/2"	30-60
No. 4	15-40
No. 200	0-6

Granular subbase and gravel subbase shall not contain particles of rock which will not pass the 3.5 inch square mesh sieve.

Gradation tests shall conform to ASTM C136 except that the material may be separated on the 1/2 inch sieve.

5. DENSE GRADED CRUSHED AGGREGATE BASE

Dense graded crushed aggregate base shall meet the requirements of MDOT 411.12 Crushed Stone Surface and follow material specification 703.12 Aggregate for Crushed Stone Surface. Crushed Stone Surface shall be of quarried stone and meet the applicable requirements of Section 703.07(a) Course Aggregate. The aggregate shall meet the following gradation requirements

<u>Sieve Size</u>	<u>Weight Passing (%)</u>
1"	100
¾"	60-90
½"	10-35
3/8"	2-15
No. 4	0-5

Screened or crushed gravel base shall not contain particles or rock which will not pass the 1 inch square mesh sieve.

Gradation tests shall conform to ASTM C136 except that the material may be separated on the ½ inch sieve.

6. STRUCTURAL FILL AND BACKFILL

Structural fill shall be a material free from organic matter, frozen material and other deleterious substances. Maximum particle size should not exceed two-thirds of the proposed loose lift thickness. All fill will be compacted to at least 95% of its maximum dry density as determined by ASTM D-2922.

Fill placed adjacent to foundations as backfill will be a clean granular material meeting the gradation requirements of the following table.

<u>Sieve Size</u>	<u>Weight Passing (%)</u>
4"	100
3"	90-100
1¼"	25-90
#40	0-30
#200	0-5

7. REFILL MATERIAL

Refill material for replacement of unsuitable material or rock excavation below grade shall be aggregate subbase material or crushed stone of ¾ inch maximum size, free from silt, loam, and clay.

8. BEDDING MATERIAL

Where any of the above material is to be used for bedding materials, it shall further meet the following additional criteria. Bedding material shall be so graded that 100% will pass a one (1) inch screen and not more than 10% will pass a 200-mesh

sieve. Gradation test results of the bedding material shall be submitted to the Engineer for approval. In the event abnormally unstable or wet conditions are encountered, bedding material shall be crushed stone, if directed by the Engineer.

2.2 UNSUITABLE MATERIAL

- A. Unsuitable soils for fill and backfill material shall include soils which, when classified under the standard method for "Classification of Soils for Engineering Purposes"(ASTM D2487), fall in the classifications of Pt, OH, CH, MH, or OL.
- B. In addition, any soil containing organic matter, having a plastic limit of less than 8 percent when tested in accordance with the requirements of ASTM D4318 and containing more than 25 percent of material, by weight, passing the No. 200 sieve when analyzed according to the requirements of ANSI/ASTM D1140, or any soil which cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classed as unsuitable material.

2.3 SUBMITTALS

- A. Contractor shall submit testing in accordance with Section 01 40 00.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify fill materials to be reused are acceptable.

3.2 PREPARATION

- A. Scarify and recompact subgrade to density required for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with an approved granular material and compact to a density equal to or greater than requirements for subsequent backfill material.
- C. Prior to placement of aggregate subbase course material at paved areas, compact subsoil to 95 percent of its maximum dry density as analyzed in accordance with ANSI/ASTM D698 and field tested in accordance with ASTM D2922.

3.3 BACKFILLING

- A. Use suitable materials from excavations which conform to the requirements herein or are approved by the Engineer for backfill up to rough grade lines except where these specifications have more stringent or special requirements for certain parts of the contract work. Supply extra fill if there is not enough fill to complete the project. Use no material from any excavation as backfill unless approved by the Engineer.
- B. Material within two feet of finished grade in any areas to be paved or within five feet horizontally of any structure shall contain no stone having any dimension exceeding six

inches. Excess and unsuitable excavated materials shall be stock piled onsite at the Owners discretion. In the event sufficient suitable excavated material is not available for backfill, supply a granular backfill.

- C. Place materials in layers of thicknesses specified herein but in no case greater than 12 inches before compaction. Wet backfill when necessary, uniformly to obtain required density. Compact each layer with vibratory compactors before placing next layer.
- D. In cross-country runs, trenches shall be backfilled and mounded six inches above surrounding grade in addition to the normal compaction procedure.
- E. In backfilling around structures, place material in 8 inch layers and then compact. Allow no heavy machinery within 5 feet of structure during placement. Place no material until structure can withstand the load. Place temporary backfill where required and remove when no longer required. Bring backfill up evenly on all sides of the structure.
- F. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- G. Maintain moisture content within 2 percent, plus or minus, of optimum moisture content of backfill materials to attain required compaction density.

3.4 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01 40 00.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D698 and with Section 01 40 00.
- C. Compaction testing will be performed in accordance with ANSI/ASTM D2922 and with Section 01 40 00.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: Compaction Tests -
 - 1. Trench - 1 test every 300 feet varying lifts.
 - 2. Site Work / Roads - 1 test every 5,000 S.F., each lift.
- F. Proof roll compacted fill surfaces under paving.

G. Minimum densities following compaction shall be as follows:

Fill and Backfill Location	Standard Proctor Density %
Top two feet under pavement	95
Under or within five feet of structures	95
Fill For Erosion Repair Areas	92
Under pavements below top two feet	92
Trenches through unpaved areas	92
In embankment (including temporary)	92
Pipe bedding and trenching	92

H. Compaction shall be accomplished by appropriate methods, i.e., vibratory compaction of granular materials, sheepsfoot compaction of cohesive materials, etc. In no case shall trench compaction be deemed adequate with the use of a non-compactive device such as a bulldozer.

The Engineer may withhold 5 percent of the monthly requisition if in his opinion proper compaction was not met. Improperly compacted materials shall be removed, replaced, or recompact.

I. Establishment of Test Strip/Field Proctor The Contractor shall construct a test strip for the project at a location approved by the resident. The test strip section is required to:

1. Determine the sequence and manner of rolling necessary to obtain optimum compaction requirements; and;
2. Establish the number of roller passes per roller.

The test strip shall be full lane-width and at least 300 feet in length. After the test strip materials have been placed, it will be compacted with rollers as directed until density readings show an increase in density of less than 1 pcf for the final four roller passes. The number of passes for each roller shall be recorded and become part of the process control.

During the construction and compaction of the dense graded crushed aggregate subbase, should three consecutive test results for density fail to meet a minimum of 95.0% of the field established TMD, or exceed the maximum of 102.0% of field established TMD, a new test strip shall be constructed.

3.5 PROTECTION OF FINISHED WORK

A. Protect finished Work under provisions of Section 01 56 00.

B. Recompact fills subjected to vehicular traffic.

END OF SECTION

SECTION 31 25 13

EROSION CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Site preparation.
- B. Remove surface debris, clear site of plant life and grass.
- C. Remove trees and shrubs, including root systems.
- D. Install and maintain silt fencing, erosion control blanket, and other erosion control measures.

1.2 RELATED SECTIONS

- A. Section 31 22 13 - Rough Grading
- B. Section 31 23 16 - Excavating
- C. Section 31 23 18 - Rock Removal

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes and regulations for environmental requirements and disposal of debris.
- B. Conform to "Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices, March 2003, hereinafter referred to as "Maine BMP Manual".
- C. Coordinate clearing Work with Owner.

1.4 SITE CONDITIONS

- A. The intent of this item is for the Contractor to complete any site preparation work needed for the project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Silt Fence: Standard strength, permeability of 0.3 gal/sq ft/min.
- B. Erosion Control Blanket: Excelsior blanket rated for 10 fps.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.2 PROTECTION

- A. Locate, identify, and protect utilities that remain from damage.
- B. Protect trees, plant growth, and features designated to remain as final landscaping.
- C. Protect benchmarks and existing structures from damage or displacement.

3.3 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs within areas indicated. Remove stumps, main root ball, root system and surface rock to a depth of 12 inches.

3.4 INSTALLATION OF EROSION CONTROL MEASURES

- A. Silt Fence:
 - 1. Install silt fence in accordance with Maine BMP Manual.
 - 2. Install silt fence at bottom of all fill slopes and downstream edge of disturbed soil areas.
 - 3. Install silt fence at constant elevation.
- B. Check Dams: Install as required by the Maine BMP Manual.

END OF SECTION

SECTION 31 38 00

GEOTEXTILES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Geotextile used as erosion control and for stabilization between fill materials.

1.2 RELATED SECTIONS

- A. Section 31 10 00 - Site Clearing.
- B. Section 31 23 23 - Backfilling.
- C. Section 31 37 00 - RipRap.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer design data, test reports, and installation instructions.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Material to be wrapped in heavy duty protective covering during shipment, storage, and prior to installation.

1.5 SITE CONDITIONS

- A. Verify that site is prepared to receive geotextile.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Geotextile:
 - 1. Roadway Geotextile: Mirafi 600X
 - 2. Erosion Geotextile: Mirafi 160N
North American Green DS75
- B. Substitutions: In accordance with Section 01 30 00.

2.2 MATERIALS

- A. Geotextile properties: Mirafi 600X
 - 1. Grab Tensile Strength: 315 (ASTM-D4632).
 - 2. Grab Tensile Elongation: 15 (ASTM-D4632).
 - 3. Mullen Burst: 600 (ASTM-D3786).

4. Puncture:	120	(ASTM-D4833).
5. Trapezoidal Tear:	120	(ASTM-D4533).
6. UV Resistance:	70	(ASTM-D4355).
7. Apparent Opening Size:	40	(ASTM-D4751).
8. Permittivity:	0.05	(ASTM-D4491).
9. Flow Rate:	4 gal/min/sf	(ASTM-D4491).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Site Verification of Conditions: Verify that site is ready to receive geotextile.

3.2 PREPARATION

A. Surface Preparation: Maintain surface free of stones or projections that may damage geotextile.

3.3 INSTALLATION

A. Install in accordance with manufacturer recommendations.

B. Install in maximum practical widths and lengths, with minimum of seams and joints.

C. Provide full coverage over area where required in accordance with the drawings.

3.4 SCHEDULE

A. Mirafi 600X: Between Roadway Subgrade and Sub-Base Gravel

B. Mirafi 160N: Under all riprap

C. North American Green DS75: Ditch Stabilization

3.5 FIELD QUALITY CONTROL

A. Inspection: Allow Engineer to inspect installation prior to placement of any backfill or riprap.

B. Repair or replace any areas found to be unsatisfactory.

3.6 PROTECTION

A. Protect geotextile and geogrid from damage prior to placement of subsequent materials.

END OF SECTION

SECTION 32 12 16

ASPHALTIC PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Asphaltic concrete paving.

1.2 RELATED SECTIONS

- A. Section 31 23 23 - Backfilling.
- B. Section 31 91 19 - Landscape Grading.

1.3 REFERENCES

- A. Maine Department of Transportation Standard Specifications Highways and Bridges, current edition.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with Maine Department of Transportation Standard Specification - Highway and Bridges.
- B. Mixing Plant: Conform to State of Maine Department of Transportation Standards.
- C. Obtain materials from same source throughout.

1.5 REGULATORY REQUIREMENTS

- A. Conform to applicable standards for paving work on public property.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- B. Apply bituminous prime and tack coats only when the ambient temperature in the shade is at least 50°F for 12 hours immediately prior to application.
- C. Do not apply when the base surface is wet or contains an excess of moisture which would prevent uniform distribution and the required penetration.

PART 2 - PRODUCTS

2.1 AGGREGATE SUBBASE

- A. As specified in Section 31 23 23 - Backfill.

2.2 BITUMINOUS CONCRETE BASE COURSE

- A. MDOT Specification, Section 702 and 703.
- B. Type 1 and Type 2: 19.0 mm Binder.

2.3 BITUMINOUS TACK COAT

- A. MDOT Specification, Section 702.
- B. Type AE-90, Emulsified Asphalt, Mixing.

2.4 BITUMINOUS CONCRETE SURFACE COURSE

- A. MDOT Specification, Sections 702 and 703.
- B. Type 1: 12.5 mm.
- C. Type 2: 9.5 mm.

2.5 SIDEWALKS

- A. MDOT Specification, Section 702 and 703.
- B. 9.5 mm Fine.

2.6 TEMPORARY PATCHING

- A. Hot or cold, at Contractor's option.

2.7 ACCESSORIES

- A. Tack Coat: Homogeneous, medium curing, liquid asphalt, in accordance with State of Maine Specifications.

PART 3 - EXECUTION

3.1 AGGREGATE SUBBASE

- A. As specified in Section 31 23 23 - Backfill.

3.2 BITUMINOUS CONCRETE BASE COURSE

- A. MDOT Specification, Section 403.

3.3 BITUMINOUS TACK COAT

- A. Apply emulsified asphalt tack coat between all lifts, to curbing, gutters, manholes, pavement, etc. to promote adequate bond.
- B. Apply at a rate of 0.05 to 0.15 gallons/square yard; excess coating and/or fat spots will not be permitted.

3.4 BITUMINOUS CONCRETE SURFACE COURSE

- A. MDOT Specification, Section 403.

3.5 SIDEWALKS, DRIVES, AND SHIM

- A. MDOT Specification, Section 608.

3.6 COMPACTION

- A. Bituminous compaction shall take place at as high a temperature as possible without the mix bulging excessively in front of the rolls. For most dense graded mixes this is between 260° F and 285° F. At no time shall the pavement be allowed to fall below 175° F without compaction. Table 1, at the end of this Section, illustrates recommended laydown temperatures for various mix thickness giving 15 minutes until 175° F mat temperature is reached.
- B. Pavement compacted at temperatures below 175° may be removed if specified by the Engineer.

3.7 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation from True Elevation: Within 1/2 inch.

3.8 FIELD QUALITY CONTROL

- A. Field testing will be performed under provisions of Section 01 40 00.
- B. Contractor shall provide a third party certified quality control personnel to test for pavement laydown temperatures, thicknesses and compaction in accordance with MDOT Specification Section 401.

3.9 PROTECTION

A. Immediately after placement, protect pavement from mechanical injury for 3 days.

.10 SCHEDULES

A. Roadway and Parking Area:

1. Base Course: 3½" of 19.0mm HMA.
Surface Course: 1½" of 12.5mm HMA.

B. Trench Paving: Leave not more than 200 linear feet of trench unpaved at any time.

C. Conform to MDOT requirements for minimum laydown temperature and cessation requirements.

TABLE 1
CESSATION REQUIREMENTS
Recommended Minimum Laydown Temperature

<u>Base Temp.</u>	<u>½"</u>	<u>¾"</u>	<u>1"</u>	<u>1½"</u>	<u>2"</u>	<u>3"and Greater</u>
20 - 32	---	---	---	---	---	285 ¹
+32 - 40	---	---	---	305	295	280
+40 - 50	---	---	310	300	285	275
+50 - 60	---	310	300	295	280	270
+60 - 70	310	300	290	285	275	265
+70 - 80	300	290	285	280	270	265
+80 - 90	290	280	275	270	265	260
+90	280	275	270	265	260	255
Rolling Time, Minutes	4	6	8	12	15	15

¹ Increase by 15° when placement is on base or subbase containing frozen moisture.

END OF SECTION

SECTION 32 17 23

PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Thermoplastic Pavement Markings.

1.2 RELATED SECTIONS

- A. Section 32 12 16 - Asphaltic Pavement

1.3 REFERENCES

- A. ASTM International:
 - 1. ASTM D4960 - 08 Standard Test Method for Evaluation of Color for Thermoplastic Traffic Marking Materials.
- B. Manual on Uniform Traffic Control Devices (MUTCD), current edition.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Product Data: Submit paint formulation for each type of paint.
- C. Manufacturer's Installation Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, type of glass beads, bead embedment and bead application rate, and any other data on proper installation.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum three years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements.

- B. Material to be stored and handled as per manufacturers' recommendations. Keep material dry at all times. Avoid extreme storage temperatures. Packages should be stored flat.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by product manufacturer.
- C. Do not apply pavement markings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by product manufacturer.

1.8 WARRANTY

- A. Section 01 70 00 – Execution and Contract Closeout.
- B. Furnish two-year manufacturer's warranty for traffic paints.

1.9 MAINTENANCE SERVICE

- A. Section 01 70 00 – Execution and Contract Closeout.
- B. Furnish service and maintenance of traffic paints for two years from Date of Substantial Completion.

PART 2 PRODUCTS

2.1 THERMOPLASTIC PAVEMENT MARKINGS

- A. General
 1. The markings must be a resilient white, yellow, or other color thermoplastic product, the surface of which must contain glass beads and abrasives in an alternating pattern. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids etc. Lines, legends, and symbols are capable of being affixed to bituminous and/or Portland cement concrete pavements by the use of the normal heat of a propane torch.
 2. The markings must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
 3. The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.

4. Pavement Marking shall be Flint Premark with ViziGrip or approved equal.

B. Material

1. Must be composed of an ester modified rosin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders, abrasives, and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249-79 (98), with the exception of the relevant differences due to the material being supplied in a preformed state.
2. Graded Glass Beads
 - a. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be clear and transparent. Not more than twenty percent (20%) consists of irregular fused spheroids, or silica. The index of refraction shall not be less than 1.50.
 - b. The material must have factory applied coated surface beads and abrasives in addition to the intermixed beads at a rate of 1/2 lb. ($\pm 20\%$) per 11 sq. ft. The surface beads and abrasives must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale). These factory applied coated surface beads shall have the following specifications:

- 1) Minimum 80% rounds
- 2) Minimum refractive index of 1.5
- 3) Minimum SiO₂ Content of 70%;
- 4) Maximum iron content of 0.1%;

Size Gradation			
US Mesh	Um	Retained, %	Passing, %
12	1700	0 - 2%	98 - 100%
14	1400	0 - 6%	94 - 100%
16	1180	1 - 21%	79 - 99%
18	1000	28 - 62%	38 - 72%
20	850	62 - 71%	29 - 38%
30	600	67 - 77%	23 - 33%
50	300	86 - 95%	5 - 14%
80	200	97-100%	0 - 3%

3. Pigments:
 - a. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
 - b. Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.
 - c. Other Colors: The pigments must be heavy-metal free.

4. Heating indicators: The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.
5. Skid Resistance: The surface of the preformed retroreflective marking materials, wherein every other shaped portion contains glass beads, or abrasives with a minimum hardness of 8 (Mohs scale), shall upon application provide a minimum skid resistance value of 60 BPN when tested according to ASTM: E 303.
6. Thickness: The material must be supplied at a minimum thickness 125 mils (3.15 mm).
7. Retroreflectivity: The preformed retroreflective marking materials upon application shall exhibit adequate and uniform nighttime retroreflectivity. The marking materials shall have the following retroreflectivity as measured using a Delta LTL 2000 or LTL-X Retroreflectometer: White preformed reflective marking materials—minimum of 275 mcd•m-2•lx-1
8. Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.
9. Abrasives: The abrasives and surface beads must be applied in an alternating arrangement across the surface of the material so that the surface is covered in what is best described as a “checkerboard” pattern of glass beads and abrasive materials. The abrasive material must have a minimum hardness of 8 (Mohs scale).

2.3 SOURCE QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not apply markings to concrete surfaces until concrete has cured for 45 days.

3.2 PREPARATION

- A. Maintenance and Protection of Traffic:
 1. Provide short term traffic control in accordance with Section 01 56 00.
 2. Prevent interference with marking operations and to prevent traffic on newly applied markings before markings cure.

B. Surface Preparation.

1. Clean paved surface prior to applying pavement markings. Clean intended application area thoroughly. All loose particles, sand, dust, etc. must be removed. Blow or sweep surface free of dirt, debris, oil, grease, or gasoline.
2. Ensure that no moisture is present prior to positioning the material on the pavement surface. Surface moisture is not often visible so you should assume that some moisture is present. Remove moisture by drying the application area with a propane fueled torch.

3.3 APPLICATION

- A. Position all connecting parts of the pavement markings (lines, legends, or symbols) on to the pavement surface with the exposed beaded side up. There should be no gaps between the adjoining segments. You may overlap the edges slightly. Check to ensure that proper layout and alignment is obtained before heating the material.
- B. Heat the material with a propane torch of appropriate size as per the manufacturers' recommendation. Use provided visual cues during application to determine that the material has reached a molten state and proper bead embedment has been achieved. The material must be heated to its melting temperature to achieve a bond with the pavement. Insufficient heat will result in inadequate bonding and failure.
- C. Heat the material slowly keeping the nozzle of the torch about 4 to 8 inches above the material, while using a sweeping motion approximately 2 to 3 feet wide. Maintain the minimum distance to avoid causing superficial scorching of the material without adequate melting throughout.
- D. Heat the material until the visual cues indicate that the material has reached a molten state. At this point stop the heating process. Overheating the material will sink the top coating of beads into the material causing the marking to be less retroreflective initially.
- E. After the material has cooled to near ambient temperature, inspect the recently applied markings to ensure that complete bonding has occurred over the entire area. Do not leave the project until a sufficient bond has been established as attempts to reheat the material at a later date will be unsuccessful.
- F. Apply markings to indicated dimensions at indicated locations.

3.4 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements.
- B. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- C. Repair lines and markings, which after application and curing do not meet following criteria:
 1. Incorrect Location: Remove and replace incorrectly placed patterns.

2. Insufficient Thickness, Line Width, Glass Bead Coverage or Retention.
 3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface. Apply new markings on cleaned surface in accordance with this Section.
- D. Replace defective pavement markings as specified throughout 2 year warranted period. Replace markings damaged by anti-skid materials, studded tires, tire chains, chemical deicers, snow plowing, or other loss of marking material regardless of cause. When markings are damaged by pavement failure or by Owner's painting, crack sealing, or pavement repair operations, Contractor is released from warranty requirements for damaged work.
- E. Prepare list of defective areas and areas requiring additional inspection and evaluation to decide where material may need replaced. Provide traffic control as necessary if markings require more detailed evaluation.
- F. Replace pavement marking material under warranty using original or better type material.

3.5 PROTECTION OF FINISHED WORK

- A. Section 01 70 00 – Execution and Contract Closeout.
- B. Protect painted pavement markings from vehicular and pedestrian traffic until pavement markings have cured.

END OF SECTION

SECTION 32 91 19

LANDSCAPE GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Final grade topsoil for finish landscaping.

1.2 RELATED SECTIONS

- A. Section 32 12 16– Asphaltic Paving.
- B. Section 32 92 19 - Seeding.

1.3 REFERENCES

- A. ASTM C 602 - Specification For Agricultural Liming Materials.
- B. FS O-F-241 - Fertilizers, Mixed Commercial.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Imported Topsoil: Loam shall be screened, loose, friable and shall be free from admixture of subsoil, refuse, large stones, clods, roots or other undesirable foreign matter. It shall be free of weeds, roots or rhizomes. The pH shall be 5.5-8.0 percent by volume and meet the requirements of MDOT 615.02.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site has been inspected.
- B. Verify substrate base has been contoured and compacted.

3.2 SUBSTRATE PREPARATION

- A. Remove existing concrete, stumps (Alternate 1), or pavement (Alternate 2). Place and compact common borrow to bottom of new topsoil elevation.
- B. Eliminate uneven areas and low spots.

- C. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove subsoil contaminated with petroleum products.
- D. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil.

3.3 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, sodding, and/or planting is scheduled. Place topsoil during dry weather.
- B. Fine grade topsoil eliminating rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks and foreign material while spreading.
- D. Manually spread topsoil close to trees, plants, building, and structures to prevent damage.
- E. Roll placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.4 SOIL CONDITIONERS

- A. Dolomitic Limestone: ASTM C 602.
- B. Aluminum Sulphate: Standard commercial grade.
- C. Peat: FS Q-P-166, Type I, Class B.
- D. Perlite: Standard horticultural grade.
- E. Manure: Rotted a minimum of 6 months.
- F. Sawdust: Rotted a minimum of 24 months.
- G. Pesticides: As recommended by Department of Agriculture/Pesticide Control Board and MDOT.
- H. Fertilizer:
 - 1. FS O-F-241, Type I, Grade B
 - 2. Available nutrients, percent by weight.
 - a. 10 N
 - b. 6 P₂O₅
 - c. 4 K₂O

I. Water: Harmless to plant growth.

3.5 TOLERANCES

A. Top of Topsoil: Plus or minus ½ inch.

3.6 PROTECTION

A. Protect landscaping and other features remaining as final work.

B. Protect existing structures, fences, sidewalks, utilities, paving and curbs.

3.7 SCHEDULES

A. Compacted topsoil thickness at the following areas:

1. Lawn areas: 4 inches.
2. Sidewalk areas (Alternate 2): 2 inches.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Fertilizing.
- B. Seeding.
- C. Hydroseeding.
- D. Seed Protection.
- E. Maintenance.

1.2 RELATED WORK

- A. Section 32 91 19 - Landscape Grading.

1.3 QUALITY ASSURANCE

- A. Comply with all local, State and Federal regulations concerning seeding.

1.4 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. M145-74, Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
- B. American Society for Testing and Materials (ASTM):
 - 1. C 602-69 (1975), Agricultural Liming Materials.
 - 2. D 2487-69 (1975), Classification of Soils for Engineering Purposes.
 - 3. D 977-73, Emulsified Asphalt.
- C. Federal Specifications:
 - 1. O-F-241, Fertilizer, Mixed, Commercial.
 - 2. O-P-166E, Peat Moss, Peat Humus, Peat, Reed-Sedge.
- D. Maine Department of Transportation (MDOT):
 - 1. Standard Specifications - Highways and Bridges.

1.5 SUBMITTALS

A. Test Reports

1. Provide analysis of topsoil fill.
 - a. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
2. Results of seed purity and germination tests.
3. Results of fertilizer analysis.
4. Results of peat moss analysis.

B. Certificates

1. Soil conditions and fertilizers.
2. Grass seed.
3. Quarantine restrictions.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Tag seed, with botanical and common names.

B. Store and protect seed from excessive heat, cold, sun, rain, wind, and other deleterious environmental conditions.

C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.7 JOB CONDITIONS

A. Place no frozen soils or extremely wet or dry soils.

B. The seeding process shall meet the following conditions.

1. Not on or in frozen or extremely wet or dry soils.
2. Not between June 15 and August 15 or October 1 and April 15.
3. Do not seed when wind exceeds 15 mph.

1.8 DEFINITIONS

A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lamsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.9 GUARANTEE

A. Guarantee seed through one full growing season after planting. Replace if necessary.

1.10 MAINTENANCE DATA

- A. Submit maintenance data for continuing Owner maintenance under provisions of Section 01 70 00.
- B. Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. See Section 31 23 23 - Backfill.
- B. See Section 32 91 19 - Landscape Grading.

2.2 SOIL CONDITIONERS

- A. See Section 32 91 19 - Landscape Grading.

2.3 SEED

- A. MDOT 717.03, Method Number 2: Roadside Mixture.

2.4 MULCH

- A. Clean hay, wood fiber, jute netting, cheese cloth, burlap, or asphalt emulsion (ASTM D977, Grade SS-1) as appropriate, must meet requirements of MDOT Section 619.

2.5 ACCESSORIES

- A. Herbicide: Approved chemical registered in State of Maine for stump or basal bark treatment.
- B. Stakes: Softwood lumber, chisel pointed.
- C. String: Inorganic fiber.
- D. Edging: Galvanized steel.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that prepared topsoil is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.2 FERTILIZING

- A. Apply fertilizer at a rate of 33 pounds per 1000 square feet.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches with an appropriate method.
- E. Lightly water to aid the dissipation of fertilizer.
- F. Water dry topsoil to a depth of 3 inches, 48 hours prior to seeding to obtain a loose, friable seed bed.

3.3 SEEDING

- A. Apply seed at a rate of 4 lbs per 1000 sq. ft. evenly in two intersecting directions. Rake in lightly to a depth of $\frac{3}{8}$ inch. Do not seed area in excess of that which can be mulched on same day.
- B. Planting Season: April 15 to June 15 or August 15 to October 1.
- C. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- D. Roll seeded area with roller weighing a maximum of 150 lbs/foot of width.
- E. Immediately following seeding and rolling, apply mulch to a thickness of $\frac{1}{8}$ inches. Maintain clear of shrubs and trees.
- F. Apply water with a fine spray immediately after each area has been mulched. Saturated to 4 inches of soil.

3.4 HYDROSEEDING

- A. Apply seeded slurry at a rate of 4 lbs per 1000 sq. ft. evenly in two intersecting directions, with a hydraulic seeder. Do not hydroseed area in excess of that which can be mulched on same day.
- B. Immediately following seeding, apply mulch to a thickness of $\frac{1}{8}$ inches. Maintain clear of shrubs and trees.
- C. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.5 SEED PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot (3:1 slope) or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6-inch deep excavated topsoil trench. Provide 12-inch overlay of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.
- F. Erect warning signs and barriers to protect seeded areas.

3.6 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2½ inches. Do not cut more than ⅓ of grass blade at any one mowing.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- G. Immediately reseed areas which show bare spots.
- H. Protect seeded areas with warning signs during maintenance period.

END OF SECTION