

**CONTRACT & SPECIFICATIONS**

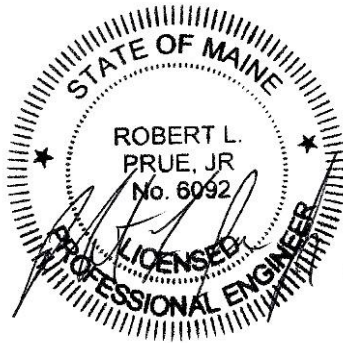
**FOR**

**GREAT POND BOATING FACILITY  
PARKING IMPROVEMENTS  
BELGRADE, MAINE  
BGS No. 3337**

**PINE TREE ENGINEERING, INC.  
BATH, MAINE**

**CONTRACT & SPECIFICATIONS**  
**FOR**  
**GREAT POND BOATING FACILITY**  
**PARKING IMPROVEMENTS**  
**BELGRADE, MAINE**

**JUNE 2026**



**PINE TREE ENGINEERING, INC.**  
**BATH, MAINE**

**Project No. 21009**  
**BGS No. 3337**

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## **DIVISION 00**

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**00 11 13**  
**Notice to Contractors**

**Great Pond Boating Facility Parking Improvements** BGS Project No. 3337

*The project includes full depth reconstruction of the existing parking lot, hot mix asphalt paving, culvert replacement, and pavement markings at the Great Pond Boating Facility in Belgrade.*

The contract shall designate the Substantial Completion Date on or before *30 October 2026*, and the Contract Final Completion Date on or before *6 November 2026*. *Work can begin on or after 20 September 2026.*

1. Submit bids on a completed Contractor Bid Form (section 00 41 13), provided in the Bid Documents, include bid security when required, and scan each item as an attachment to an email addressed to: BGS.Architect@Maine.gov, so as to be received no later than **1:30 p.m. on 8 July 2026**. The email subject line shall be marked "**Bid for Great Pond Boating Facility Parking Improvements**".

Bid submissions will be opened and read aloud at **2:00 p.m.** on the 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. In certain circumstances, the Bureau of General Services may require the Bidder to surrender a valid paper copy of the bid form or the bid security document. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.

2. Questions and comments on the *bid opening process* shall be addressed to: Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.
3. Questions and comments regarding the *project* design specifications or drawings shall be directed in writing to the Consultant during the bid period prior to the question and comment deadline of 5:00 p.m. on *1 July 2026*.

*Pine Tree Engineering, Inc.*  
*Robert L. Prue, P.E.*  
*rprue@pte-maine.com*

4.  Bid security is required on this project.  
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.  
*or*  
 Bid security is not required on this project.

**00 11 13**  
**Notice to Contractors**

5.  Performance and Payment Bonds are required on this project.  
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, 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.
- or*
- Performance and Payment Bonds are not required on this project.
6. Filed Sub-bids *are not required* on this project.
7.  Pre-qualified General Contractors are utilized on this project.  
*insert the company name, city and state for each*
- or*
- Pre-qualified General Contractors are not utilized on this project.
8.  An on-site pre-bid conference (  *mandatory* or  *optional* ) will be conducted for this project. The pre-bid conference is intended for General Contractors. Subcontractors and suppliers are welcome to attend. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding.  
*The optional pre-bid conference will be held 30 June 2026 at 9:00 a.m. at the project location site (56 Boat Way Lane, Belgrade, Maine)*
- or*
- An on-site pre-bid conference will not be conducted for this project.
9. Bid Documents - full sets only - will be available on or about *11 June 2026* and may be obtained *at a cost of \$60 for electronic copies and \$80 for hard copies* from:  
*Pine Tree Engineering, Inc.*  
*53 Front Street Bath, Maine 04530*  
*(207) 443-1508 - pte@pte-maine.com*
10. Bid Documents may be examined at:
- |  |  |
|--|--|
| <i>AGC Maine</i>                           | <i>Construction Summary</i>                      |
| <i>188 Whitten Road, Augusta, ME 04330</i> | <i>734 Chestnut Street, Manchester, NH 03104</i> |
| <i>207-622-4741</i>                        | <i>603-627-8856</i>                              |
- Plans can be viewed on the BGS website:*  
*<https://www.maine.gov/dafs/bgs/business-opportunities>.*

**00 21 13**  
**Instructions to Bidders**

**1. Bidder Requirements**

- 1.1 A bidder is a Contractor which is evidently 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 dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
  
  - 2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.
  
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. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
  
  - 3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
  
  - 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 recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

**00 21 13**  
**Instructions to Bidders**

- 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 implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. 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.
- A bid may be withdrawn without penalty after the bid closing time if, in the determination of the Bureau, evidence provided by the Contractor shows an apparent unintended error such as a miscalculation, or an erroneous number on estimating documents, was the cause of an inaccurate bid. The Bureau may allow withdrawal in consideration of the bid bond or, without utilizing a bid bond, if the Bureau considers documented evidence provided by the Contractor shows 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**

**Great Pond Boating Facility Parking Improvements** BGS Project No. 3337

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

Bid Administrator:

*Paul Barber, Chief Architect*  
Bureau of General Services  
111 Sewall Street, Cross State Office Building, 4th floor  
77 State House Station  
Augusta, Maine 04333-0077

BGS.Architect@Maine.gov

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**

- The Bidder, having carefully examined the *Great Pond Boating Facility Parking Improvements* Project Manual dated *June 2026*, prepared by *Pine Tree Engineering* (Consultant), as well as Specifications, Drawings, and any Addenda, the form of contract, and 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

Note: Base Bid includes Allowances and Unit Price Quantities as applicable (see below).

- Allowances *are not included* on this project.  
*No Allowances*

<u>No.</u>	<u>Description</u>	
1	<i>Not Used</i>	<u>\$0.00</u>
2	<i>Not Used</i>	<u>\$0.00</u>
3	<i>Not Used</i>	<u>\$0.00</u>
4	<i>Not Used</i>	<u>\$0.00</u>
5	<i>Not Used</i>	<u>\$0.00</u>

- 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**.

<u>No.</u>	<u>Description</u>	
1	<i>Not Used</i>	<u>\$0.00</u>
2	<i>Not Used</i>	<u>\$0.00</u>
3	<i>Not Used</i>	<u>\$0.00</u>
4	<i>Not Used</i>	<u>\$0.00</u>
5	<i>Not Used</i>	<u>\$0.00</u>

**00 41 13  
Contractor Bid Form**

4. Unit Prices *are not included* on this project.

*No Unit Prices*

Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**. *Note: ADD and DEDUCT unit prices cannot differ by more than 20%.*

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity*</u>	<u>Unit Price ADD</u>	<u>Unit Price DEDUCT</u>
1	<i>Not Used</i>		_____	<u>\$0.00</u>	<u>\$0.00</u>
2	<i>Not Used</i>		_____	<u>\$0.00</u>	<u>\$0.00</u>
3	<i>Not Used</i>		_____	<u>\$0.00</u>	<u>\$0.00</u>
4	<i>Not Used</i>		_____	<u>\$0.00</u>	<u>\$0.00</u>
5	<i>Not Used</i>		_____	<u>\$0.00</u>	<u>\$0.00</u>

\* Unit price quantities are included in the **Base Bid** amount above. If installed quantities differ, then cost will be adjusted by Change Order according to the ADD and DEDUCT unit prices as provided above. Quantities shall be verified by the Consultant.

5. Bid security *is required* on this project.

If noted above as required, or if the Base Bid amount exceeds \$125,000.00, 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 same date as that of 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**

*This form is used when the Contract value is \$50,000 or greater.  
The Project Manual, Specifications and Drawings, and any Addenda are considered part of this Contract.*

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

BGS Project No.: number assigned by BGS Other Project No.: \_\_\_\_\_

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

The Specifications and the Drawings have been prepared by Consultant 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	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<b>Total Contract Amount</b>	<b>\$0.00</b>

**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 are 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 COMMENCEMENT AND COMPLETION DATES**

**2.1** The Work of this Contract shall commence no sooner than the date this document is executed by the approval authority, or a subsequent date designated in the contract documents.

**2.2** The Substantial Completion Date shall be \_\_\_\_\_.

**2.3** The Work of this Contract shall be completed on or before the Contract Final Completion Date of \_\_\_\_\_.

**2.4** The Contract Expiration Date shall be \_\_\_\_\_. (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

### **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 Contractor shall comply with all laws, codes and regulations applicable to the Work.

**4.3** 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.

**4.4** 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.

**4.5** 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 Contractor of any non-appropriation and the effective date of the non-appropriation.

**ARTICLE 8 CONTRACT DOCUMENTS**

8.1 The Project Manual, Specifications and 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 here or attach each sheet number and title**

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

BGS Project No.: \_\_\_\_\_

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

**OWNER**

**CONTRACTOR**

\_\_\_\_\_  
*Signature*                      *Date*  
*name and title*

\_\_\_\_\_  
*Signature*                      *Date*  
*name and title*

*name of contracting entity*  
*address*

*name of contractor company*  
*address*

*telephone*  
*email address*

*telephone*  
*email address*  
*Vendor Number*

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

<b>select proper approval authority</b>			
<b>Reviewed by:</b>		<b>Approved by:</b>	
_____ <i>Signature</i>	_____ <i>Date</i>	_____ <i>Signature</i>	_____ <i>Date</i>
<i>insert name</i>		<i>John Kenney, P.E.</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning Design and Construction Division (PDCD)</i>	

**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.

**00 61 13.16**  
**Contractor Payment Bond**

Bond No.: insert bond number

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

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this insert 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, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

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

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

**00 61 13.16  
Contractor Payment Bond**

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

Signed and sealed this *insert 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**

**Enter Project name**  
Enter location / school / campus

Application Number: **1**

**Enter Contractor Company name**  
address  
city state zip code

Period Start Date: **19-May-2025**  
Period End Date: **30-Jun-2025**  
BGS Project No.: **BGS #**  
Other Project No.: **Other # or n/a**

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 this text if not used**

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

-----  
signature date

**Bureau of General Services / Other - clear this text if not used**

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

-----  
signature date

**Bureau of General Services**

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

-----  
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**

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

\* 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**

**Contractor Company name**  
address  
city state zip code

Issue Date of this Document: **31-Dec-2022**

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

**Cost Change**

*Show Deduct as a negative number, e.g.: "-\$850".*

	<b>Add</b>	<b>Deduct</b>	<b>Total</b>
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
<b>Revised Contract Amount</b>			<b>\$0</b>

**Time Change**

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

	<b>Add</b>	<b>Deduct</b>	<b>Total</b>
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
<b>Revised Contract Final Completion Date*</b>			<b>31-Dec-2023</b>

**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.*

<i>1-Dec-2023</i>
<i>31-Dec-2023</i>
<i>29-Feb-2024</i>

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
<b>Totals</b>				<b>0</b>	<b>\$0</b>

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

<b>Change Order Item</b>	Type name of Change Order Item here			
<b>Description of Work</b>	Type brief description here of work scope here.			
<b>Reason or Necessity of Work</b>	Type brief justification for change here.			
<b>Cost Breakdown</b>	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	
<b>Compensation</b>	lump sum		<b>Total Cost</b>	<b>\$0</b>
<b>Initiated by</b>	Consultant		<b>Calendar Days*</b>	0
<b>Reason Code</b>	CC	<b>Supporting Documentation</b>		is attached

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

\* Calendar Days shows Contract Final Completion Date impact only.

**Consultant**

Type firm name here

(Architect or Engineer)

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

**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 the 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 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 Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.
- 1.22 *Contract Final Completion Date*: Point of time 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.
- 1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

**00 71 00**  
**Definitions**

- 1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.25 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
- 1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.27 *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.
- 1.28 *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.
- 1.29 *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.
- 1.30 *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.
- 1.31 *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.
- 1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.33 *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.
- 1.34 *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.
- 1.35 *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

**00 71 00**  
**Definitions**

contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

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

- 1.36 *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.
- 1.37 *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.
- 1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *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.
- 1.40 *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 the Work.
- 1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.42 *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*.
- 1.43 *Responsive and Responsible Bidder*: A bidder who complies, when submitting a bid on a given project, with the following *responsive* standards, as required by the Bid Documents:
- submits specific qualifications to bid the project, if required;
  - attends mandatory pre-bid conferences, if required;
  - submits a bid prior to the close of the bid period;
  - submits a complete bid form;
  - submits a bid without indications of intent contrary to the stated requirements;
  - submits 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 and capabilities;
  - employs adequate personnel and subcontractor resources;

**00 71 00**  
**Definitions**

maintains the equipment needed to perform the work;  
complies with the proposed implementation schedule;  
complies with the insurance and bonding requirements;  
provides post-construction warranty coverage;  
and other criteria which can be considered relevant to the contract.

- 1.44 *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.)
- 1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.46 *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.
- 1.47 *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*.
- 1.48 *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.
- 1.49 *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.
- 1.50 *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.
- 1.51 *Substantial Completion Date*: Point of time 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.
- 1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.53 *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.

**00 71 00**  
**Definitions**

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

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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.

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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).

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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

9.3.4 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes 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, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.3.5 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

**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

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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.

**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.

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**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.

**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

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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 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.

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**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.
- 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.

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- 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.
- 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.

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- 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 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.

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- 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.
- 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.

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- 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.
- 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

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- 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 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.

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- 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.
- 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,

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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 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

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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.

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

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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).
- 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.

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- 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.
- 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.

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**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.
  
- 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.

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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.

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.

**00 73 46**  
**Wage Determination Schedule**

**PART 1- GENERAL**

**1.1 Related Documents**

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

**1.2 Summary**

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

**1.3 Requirements**

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

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**

**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.**

**2026 Fair Minimum Wage Rates – Highway & Earth Kennebec County**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Brickmasons and Blockmasons	\$43.02	\$7.64	\$50.66
Bulldozer Operator	\$30.62	\$5.38	\$36.00
Carpenter	\$33.75	\$3.55	\$37.30
Cement Masons and Concrete Finisher	\$24.42	\$2.52	\$26.94
Construction and Maintenance Painters	\$32.96	\$0.45	\$33.41
Construction Laborer	\$23.20	\$2.34	\$25.54
Conveyor Operators and Tenders	\$30.17	\$13.77	\$43.94
Crane and Tower Operators	\$40.43	\$8.63	\$49.06
Crushing Grinding and Polishing Machine Operators	\$26.00	\$3.11	\$29.11
Earth Drillers - Except Oil and Gas	\$25.04	\$3.77	\$28.81
Electrical Power - Line Installer and Repairers	\$48.12	\$15.63	\$63.75
Electricians	\$57.84	\$26.68	\$84.52
Elevator Installers and Repairers	\$67.34	\$39.76	\$107.10
Excavator Operator	\$28.90	\$7.52	\$36.42
Fence Erectors	\$30.90	\$2.18	\$33.08
Flagger	\$21.00	\$0.53	\$21.53
Floor Layers - Except Carpet/Wood/Hard Tiles	\$29.00	\$8.65	\$37.65
Glaziers	\$39.32	\$19.22	\$58.54
Hazardous Materials Removal Workers	\$24.12	\$1.60	\$25.72
Heating and Air Conditioning and Refrigeration Mechanics and Installers	\$35.68	\$5.93	\$41.61
Heavy and Tractor - Trailer Truck Drivers	\$25.08	\$3.82	\$28.89
Highway Maintenance Workers	\$23.30	\$1.14	\$24.44
Industrial Machinery Mechanics	\$29.97	\$6.74	\$36.71
Industrial Truck and Tractor Operators	\$24.61	\$4.21	\$28.82
Insulation Worker - Mechanical	\$27.35	\$6.05	\$33.40
Light Truck or Delivery Services Drivers	\$26.79	\$5.14	\$31.93
Loading Machine and Dragline Operators	\$28.05	\$4.70	\$32.75
Millwrights	\$35.99	\$10.52	\$46.51
Mobile Heavy Equipment Mechanics - Except Engines	\$30.35	\$4.55	\$34.90
Operating Engineers and Other Equipment Operators	\$29.41	\$5.61	\$35.02
Paving Surfacing and Tamping Equipment Operators	\$30.17	\$13.80	\$43.97
Pile-Driver Operators	\$37.15	\$3.12	\$40.27
Pipe/Steam/Sprinkler Fitter	\$32.33	\$7.56	\$39.89
Pipelayers	\$28.75	\$3.64	\$32.39
Plumbers	\$34.11	\$7.80	\$41.91
Radio Cellular and Tower Equipment Installers	\$34.72	\$5.63	\$40.35
Reinforcing Iron and Rebar Workers	\$32.94	\$20.82	\$53.76
Riggers	\$31.25	\$7.68	\$38.93
Roofers	\$25.50	\$3.49	\$28.99
Sheet Metal Workers	\$28.77	\$7.00	\$35.77
Structural Iron and Steel Workers	\$30.98	\$7.12	\$38.10
Tapers	\$29.16	\$5.64	\$34.80
Telecommunications Equipment Installers and Repairers - Except Line Installers	\$37.09	\$10.21	\$47.30
Telecommunications Line Installers and Repairers	\$28.49	\$5.29	\$33.78
Tile and Marble Setters	\$28.91	\$5.46	\$34.37

**Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)**


**Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.**

**For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.**

**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**

**Supersedes 01-01-2025**  
**Effective 01-10-2026**

## **DIVISION 01**

01 11 00	Summary of Work
01 33 23	Contractor Furnished Shop Drawings/Submittals

**SECTION 01 11 00**  
**SUMMARY OF WORK**

**Description:**

The work items cover the extent and character of the work. The Contractor shall complete any partially described work items, if any, to perform the functions intended.

Minor adjustments to the lines and grades may be made by the Owner to provide a better completed installation and such changes shall not be considered subject to extra charges.

All work shall be in compliance with the Department of Environmental Protection Permit-by-Rule contained in Appendix A.

Construction traffic shall obey speed limits and be considerate of area property owners. Access will need to be maintained for the abutting camp owner. The facility will be closed for use by the general public during construction.

**Specific Items of Work:**

The Great Pond Boating Facility Parking Improvements project shall include, but not be limited to the following:

1. Installation of Erosion & Sedimentation Controls.
2. Tree and stump removals, common excavation, and grading.
3. Installation of geotextile (where indicated on the Plans).
4. Remove and replace existing 24" HDPE culvert (40 linear feet) with riprap slope protection at the inlet and outlet.
5. Install new 15" HDPE culvert.
6. Install 3" Type A Base gravel, and 12" Type D surface gravel.
7. Hot mix asphalt base pavement 2" and surface pavement 1 1/4".
8. Installing 5' wide paved walkway with 2" hot mix asphalt surface pavement and 12" Type B base gravel.
9. Full depth reconstruction for new parking areas and drives.
10. Accessible parking signs shall be installed as shown on the plans. The white ADA symbols shall be painted on the pavement with a blue background as shown on the plans, as well as the 4" white lines delineating the accessible walkways and parking stalls.

**General Notes:**

1. All granular materials/aggregates and hot mix asphalt pavement shall conform to MaineDOT Standard Specifications, (latest revision) unless otherwise noted on the construction drawings. The placement and compaction shall be in accordance with these specifications.

2. Woven geotextile shall be installed over subgrade wherever unsuitable material is encountered or where shown on plans. Geotextile shall be Mirafi HP370 or approved equal.
3. It is the Contractor's responsibility to control dust within the project area.
4. Removal of boulders smaller than 10 cu. yd. will be an incidental item. Boulders shall be moved out of the work area or removed from the site. Any boulders within the lake shall be relocated from the work area, but not removed from the water.
5. The Contractor is responsible for erosion and sediment control, and shall install measures such as silt fence, hay bales, temporary mulching in accordance with the "Maine Erosion and Sediment Control BMPs", latest edition.
6. The selected contractor shall provide a traffic control plan submittal for review and approval prior to the start of construction. Traffic control should include:
  - a. Construction signs in accordance with MaineDOT Maintenance of Traffic in Construction Zones standards.
  - b. Flaggers shall be utilized for lane closures, and when construction equipment or construction personnel are within the travelway.
  - c. Other traffic control devices such as cones, drums, barricades, and delineators shall be utilized as needed.
7. Providing all items necessary to result in a complete and functioning project, even if not specified. Materials not specified, but necessary, shall be of the Contractor's choice for no additional cost to the Owner.

**END OF SECTION**

**SECTION 01 33 23****CONTRACTOR FURNISHED SHOP DRAWINGS/SUBMITTALS****PART 1 - GENERAL****1.1 Description:****A. Work Included:**

1. Submit to the Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturer's Certificates, Project Data, and Samples required by the Specification Sections.

**1.2 Shop Drawings/Submittals:**

- A. Promptly after the signing of the Agreement and in no case later than 15 days thereafter, the Contractor shall submit to the Engineer a complete list of the drawings which will be submitted for review in accordance with this specification. The drawing number, title, proposed submission date and actual submission date shall be given for each drawing.
- B. The Contractor shall submit to the Engineer a minimum of six (6) copies of shop drawings and approved data.
- C. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
- D. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- E. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- F. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

- G. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.
- H. The Contractor shall check all shop drawings prior to submittal to the Engineer for compliance with the Contract Drawings and Specifications. All shop drawings shall bear the Contractor's stamp indicating that they have been so checked. All shop drawings of equipment shall bear the seal of certification of the vendor and/or manufacturer.
- I. The Engineer will review the shop drawings and return three (3) copies of each marked, NO EXCEPTIONS TAKEN, MAKE CORRECTIONS INDICATED, or CONDITIONAL TO TRANSMITTAL LETTER, with further directions to REVISE AND RESUBMIT, or REJECTED - SEE REMARKS.
- J. If the shop drawing is returned to the Contractor stamped NO EXCEPTIONS TAKEN, he may immediately proceed with the work. If the shop drawing is returned to the Contractor stamped MAKE CORRECTIONS INDICATED, he may proceed with the work taking into account the corrections noted on the shop drawing. However, corrected drawings shall be submitted to the Engineer for information within fourteen (14) days after receipt of drawings stamped MAKE CORRECTIONS INDICATED.
- K. If the shop drawing is returned to the Contractor stamped MAKE CORRECTIONS INDICATED and REVISE AND RESUBMIT, he shall not proceed with the work but shall make the corrections and resubmit the revised shop drawing to the Engineer for review.

### 1.3 **Submission Requirements:**

- A. Accompany submittals with transmittal letter, containing:
  - 1. Date
  - 2. Project title and number
  - 3. Contractor's name and address
  - 4. The number of each Shop Drawing, Project Data, and Sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
  
- B. Submittals shall include:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. Engineer
    - b. Contractor
    - c. Subcontractor
    - d. Supplier
    - e. Manufacturer
    - f. Separate detailer when pertinent.
  - 4. Identification of product or material.
  - 5. Relation to adjacent structure or materials.
  - 6. Field dimensions, clearly identified as such.
  - 7. Specification section number.
  - 8. Applicable standards, such as ASTM number or Federal Specification.
  - 9. A blank space, 4"x4", for the Engineer's stamp.
  - 10. Form entitled "Submittal Certification Form" (included at the end of this Section), shall be completed in its entirety. Contractor's failure to denote any deviations from Contract Documents shall be taken as an indication that all information contained within the submittal is in full and complete conformance with the Contract.

### 1.4 **Resubmission Requirements**

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
  
- B. Clearly indicate on drawings any changes which have been made other than those required by Engineer.
  
- C. When the shop drawings are resubmitted, the drawings shall incorporate all of the marked revisions. When differing from the marked revisions, the Contractor shall state his reasons for omitting and/or modifying the marked revisions on the Submittal Certification Form. Resubmittals shall be made in the same manner as the original submittal.

### 1.5 **Engineer's Review:**

The review of the shop drawings shall be general only and shall not relieve the Contractor in any way from his responsibility for proper detailing of the design, satisfactory construction, compliance with the Specifications and applicable codes, or for errors or omissions of any kind in the final installed work.

**SUBMITTAL CERTIFICATION FORM**

Project: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_

Engineer: \_\_\_\_\_

Transmittal No.: \_\_\_\_\_ Shop Drawing No.: \_\_\_\_\_

Specification or Shop Drawing No. \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with

\_\_\_\_\_ No Deviations

or

\_\_\_\_\_ A Complete List of Deviations as Follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Contractor<sup>a</sup> Manufacturer<sup>b</sup>

Date: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>a</sup> Required on all submittals

<sup>b</sup> When required by specifications Page \_\_\_\_ of \_\_\_\_

**END OF SECTION**

## **DIVISION 31**

31 11 00	Clearing and Grubbing
31 23 00	Excavation, Filling, and Grading
31 25 00	Erosion and Sedimentation Controls
31 37 00	Riprap

**SECTION 31 11 00****CLEARING & GRUBBING****PART 1 - GENERAL****1.1 Description**

Description: This work shall consist of clear cutting, selective clearing and thinning, tree trimming, removing single trees, including dead, blown down or uprooted trees, removing and disposing of all stumps and debris within the clearing limits except such objects as are designated to remain or are to be removed in accordance with other sections of these specifications. This work shall also include the preservation from injury to or defacement of all vegetation and objects designated to remain.

- A. Clearing shall consist of cutting and disposing of all trees, stumps and roots, down timber, brush, bushes and debris within designated clearing limits. Clearing limits shall be as shown on the plans and as marked in the field.
- B. Tree trimming shall consist of removing any designated branches and other tree portions for preservation purposes.
- C. Selective clearing and thinning shall consist of cutting and disposing of designated trees, down timber, stubs, brush, bushes and debris within designated limits.
- D. The plans establish clearing limit lines. Where questioned, the Owner's representative will designate all things that are to be preserved and to remain.

**1.2 Quality Assurance**

- A. Before cutting operations begin, Contractor and Owner and Engineer shall walk the site and designate significant trees that are to be preserved and discuss limits of clearing and grubbing.
- B. Unsound or unsightly branches of trees and shrubs shall be removed as directed. Branches of trees extending over the roadbed and parking areas shall be trimmed to provide a clear height of 20 feet above the access drives and parking areas. Trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

## **PART 2 - EXECUTION**

### **2.1 General**

A. Clearing: Clearing limits for the site are indicated on the plans. All trees, down timber, brush, bushes, shrubs, plants and debris not designated to remain shall be removed and disposed of.

B. In areas where the proposed embankment is not designated to be grubbed, all stumps shall be cut off as close to the ground as is practicable.

Trees which have been uprooted shall be removed by cutting the tree and removing the stump from the ground, or, where approved, the stumps may be placed back in the hole to present a natural appearance. The area shall be graded to conform to the surrounding terrain.

C. All wood in the clearing area, except trees designated to remain, shall become the property of the Contractor, unless otherwise provided.

D. Selective Clearing: All dead or diseased trees or shrubs, junk, trash, litter or foreign matter of any kind shall be removed from the areas to be enhanced. This shall include uprooted stumps and all branches, tops, trunks and dead wood, resulting from woodcutting operations or from any other causes.

Trees and shrubs to be preserved shall be carefully pruned to remove all dead, diseased and injured wood. Sorting logs and pulpwood in thinned areas shall be avoided.

The Contractor shall avoid disturbing or compacting the existing ground surfaces as well as avoiding damage to plant growth.

Any injury to trees and shrubs which are to be preserved shall be carefully repaired. Disturbed ground surface shall be restored as nearly as possible to natural conditions.

E. Disposal: All brush, timber, logs, stumps, and other woody debris shall be disposed of by approved methods. The Contractor shall make an effort to provide useful disposition of woody material which may be marketable to offset project costs.

Acceptable methods of disposal may include chipping and removal.

1. Chipping. Wood chippers shall reduce woody material to chips, not over ¼ inch thick by not over 8 inches long, and the chips shall be spread uniformly over the ground or used as a siltation berm as an option to silt fence specified in Section 31 25 00.
2. Removal. Brush, logs, and stumps may be removed from the site and disposed of by the Contractor.

**END OF SECTION**

**SECTION 31 23 00****EXCAVATION, FILLING & GRADING****PART 1 - GENERAL****1.1 Description**

- A. Provide all labor, materials, equipment and supervision necessary to complete the work specified in this Section as shown on the Contract Drawings or both but not limited to the following.
  - 1. Excavation, filling, backfilling, grading and subgrade preparation for concrete work.
  - 2. Excavation, trenching and backfilling for utilities to the limits shown on the drawings.

**1.2 Quality Assurance**

- A. Soil testing and inspection service:
  - 1. The Owner may complete soil testing and field observation of earthwork procedures for quality control during earthwork operations.

**1.3 Submittals**

- A. Contractor shall submit test results from a certified soils testing lab of each type of material to be brought in from off site.

**1.4 Job Conditions**

- A. Site information: Data on indicated subsurface conditions are not intended as representations or warrants of continuity of such conditions between soil borings. It is expressly understood that the Owner will not be responsible for interpretations of conclusions drawn therefore by Contractor.
  - 1. Additional test borings and other exploratory operations may be made by Contractor at no cost to owner.
- B. Existing utilities: Contact Dig Safe to locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
  - 1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Engineer immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

2. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
- C. Use of explosives:
1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage and use of explosive materials when their use is permitted.
- D. Protection of persons and property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn to each day and as otherwise required.
1. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

### **1.5 Disturbance of Excavated and Filled Areas During Construction**

- A. The Contractor shall take the necessary steps to avoid disturbance of subgrade during excavation and filling operations. Methods of excavation and filling operations shall be revised as necessary to avoid disturbance of the subgrade, including restricting the use of rubber tired Vehicles or other equipment in areas where subgrade is above optimum moisture level and will become disturbed due to movement of vehicles.
- B. All excavated or filled areas disturbed during construction that will not meet compaction requirements as specified herein shall be removed and replaced with gravel fill or crushed stone. Costs of removal of disturbed material and recompaction with gravel fill or crushed stone shall be borne by the Contractor.

### **1.6 Related Work**

Related work specified elsewhere: Aggregate Surface, Base and Subbase Course Gravel (32 11 00).

## **PART 2 - PRODUCTS**

### **2.1 Definitions**

- A. All sieve analysis for conformance of on-site and off-site fill materials to be used in the work shall conform to ASTM D-422. In addition to the requirements of this ASTM designation all materials beyond the #60 sieve shall be done by means of a mechanical wet sieve analysis.

## 2.2 Solid Materials

- A. 1-1/2" crushed stone: Material for crushed stone shall be clean, angular fragments of sound rock, free of organic materials, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
1-1/2"	100
1"	0-20
#200	0-5

- B. 3/4" Crushed Stone: Material for crushed stone be shall be clean, angular fragments of sound rock, free of organic materials, trash, snow, ice, frozen soil and other objectionable material and shall be well graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
1"	100
3/4"	90-100
1/2"	10-35
#200	0-5

- C. Common Borrow: Common borrow, conforming to MDOT 703.18, 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% above optimum, which shall be determined in accordance with AASHTO T180, Method C or D.

- D. Granular Borrow: Granular borrow, conforming to MDOT 703.19, shall consist of sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of that portion passing a 75mm (3 in.) sieve shall meet the gradation requirements of the following table:

SIEVE SIZE	PERCENT FINER BY WEIGHT
#40	0-70
#200	0-20

Granular borrow shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

- E. Ditch Turnout Stone: Material used for the berms constructed to disperse runoff from the ditch turnouts to the vegetated buffers. It shall be free of organic material, loam, trash, snow, ice, frozen soil and other objectionable material and shall be well-graded within the following limits:

SIEVE SIZE	PERCENT FINER BY WEIGHT
6"	100
3"	40-50
1"	0-3

- F. Stone Ditch Protection: Rock used for ditch protection shall consist of sound, durable rock that will not disintegrate by exposure to water or weather. Fieldstone, rough quarry stone, blasted ledge rock or tailings may be used. The size of any stone shall not exceed 450 mm [18 in] when measured along its longest axis. The rock shall be free from vegetable matter, lumps, or balls of clay and other deleterious substances and graded within the following limits or as otherwise:

SIEVE SIZE	PERCENT FINER BY WEIGHT
12"	90-100
4"	0-15

- G. Fill materials: Provide adequate quantities of fill materials where existing on site materials are insufficient or unsuitable for use as specified. On site material may be used for other fill classifications provided the material conforms to the requirements of the specifications for the type of fill.
- H. Borrow: Shall consist of approved material required for the construction of fills or other portions of the work and shall be obtained from approved sources.
- I. For this project, the supplied gravel, EXCEPT FOR SURFACE GRAVEL, WILL NOT be required to meet a minimum degradation value. All other requirements of Subsection 703.06 2020 MDOT Standard Specifications still apply.

### **PART 3 - EXECUTION**

#### **3.1 Inspection**

- A. Examine the areas and conditions under which excavating, filling and grading are to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

### 3.2 Excavation

- A. Excavation consists of removal and disposal of materials encountered when establishing required grade elevations.
- Dig Safe shall be properly notified 72 business hours prior to any excavation.
- B. Perform all excavation of every description and of whatever substances encountered to the depths and extent indicated for the proper installation of the work.
- C. Excavate to the exact depth required for all utility systems. Utility trenches shall be over excavated to accommodate pipe bedding as specified hereinafter.
- D. Earth excavation: The following classification of excavation will be made only when rock excavation is encountered.
1. Earth excavation - consists of removal and disposal of pavements and other obstruction visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions and other materials encountered that are not classified as rock excavation.
- E. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer.
1. Backfill and compact unauthorized excavations with materials as specified for authorized excavation of same classification, unless otherwise directed by Engineer. This work shall be completed at no additional cost to the Owner.
- F. Stability of excavation: Slope sides of excavation to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
1. Maintain side and slopes of excavation in a safe condition until completion of backfilling.
- G. Shoring and bracing: Provide adequate shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
1. Trench shoring and bracing shall comply with Federal, State, and local codes and authorities having jurisdiction.
  2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

- H. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations or onto any work and from flooding project site and surrounding area.
1. Do not allow water to accumulate in excavations. Remove water to prevent softening of subgrades and soil changes detrimental to stability of subgrades. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
- I. Material storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place grade and shape stockpiles for proper drainage.
- J. Excavation for structures: Conform to elevations and dimensions 0.1' and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required and for inspection.
1. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
  2. If requested by the Engineer, the Contractor shall over-excavate approximately 6" for footings and place a working mat of crushed stone to prevent subgrade disturbance of material in place or in fill material.
- K. Excavation for pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.
- L. Excavation for ditches: Cut ditches to cross-sections and grades as shown. Deposit excavated materials to prevent cave-ins or material falling or sliding into ditch. Keep ditches free of debris until final acceptance of the work.
- M. Excavation for utilities: The trench for the pipe shall be excavated to the required line and grade and of sufficient width to permit thorough compacting and tamping of the fill material under the haunches and around the pipe. In general, utility trenches shall be excavated to a point 6 inches below the bottom of the utility line to accommodate bedding material as specified hereinafter. Soft or unsuitable material encountered below the normal bedding line of the pipe shall be removed as directed, replaced with selected material, gravel or crushed stone and thoroughly compacted. The bottom of the trench shall be shaped to conform to the curvature of the pipe. This bed shall also be excavated to accommodate the bells of pipes.

- N. Removal of unsatisfactory soil materials: Excavate unsatisfactory soil materials encountered that extend below required elevations, to additional depth directed by the Engineer.
1. Such additional excavation, provided it is not due to fault or neglect of Contractor, will be measured as directed by Engineer and paid for as a change in the work.
  2. Material that is above or below optimum moisture for compaction of the particular material in place and is disturbed by the Contractor during construction operations so that proper compaction cannot be reached shall be construed as unsuitable bearing materials or unsatisfactory soil materials. This material shall be removed and replaced with lean concrete or compacted gravel fill at no additional charge.
- O. Cold weather protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35° F.
- P. Blasting: Perform blasting operations using skilled personnel in compliance with governing regulations. Comply with ANSI A10.1 "Safety Code for Building Construction" for the minimum requirements for blasting.
1. Conduct blasting operations using explosives of such quantity and power and fired in such sequence and locations, as not to injure personnel or damage property, or damage adjacent work. Assume full responsibility for damages resulting from or attributable to blasting operations.
  2. A pre-blast survey is required prior to the undertaking of the blasting operations.

### 3.3 **Compaction**

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification.
- B. Percentage of maximum density requirements: Provide not less than following percentages of maximum density of soil material as determined by ASTM Test D1557, latest revision (Modified Proctor).
1. Utility Structures: Compact top 12" of subgrade and each layer of backfill or fill material to 95% maximum density.
  2. Building Slabs and Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 95% maximum density.
  3. Lawn or other Grassed Areas: Compact top 6" of subgrade and each layer of backfill or fill material to a density approximating that of the adjacent undisturbed material but to a minimum of 90%.
  4. Walkways: Compact top 6" of subgrade to 95% and each layer of backfill material to 95% maximum density.
  5. Utility Trenches: Compact top 12" of subgrade to 95% and each layer of backfill or fill material 12" over the pipe to 95%. Above this point compact filled trench to specifications listed for the use above the pipe.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture

conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to obtain optimum moisture content.

1. Remove and replace or scarify and air dry, soil material that is too wet to permit compaction to specified density.
  - a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced by a satisfactory value, as determined by moisture-density relation tests.

### 3.4 **Backfill**

- A. General: Place acceptable soil material in layers to required subgrade elevations for each area classification listed below.
  1. Adjacent to building and under roadways.
  2. Under building slabs and footings material shall be structural fill.
  3. Under landscaped areas fill material shall be common fill.
- B. Backfill excavations as promptly as work permits, but not until completion of the following.
  1. Acceptance by Engineer of construction below finish grade.
  2. Inspection, testing, approval and recording locations of underground utilities.
  3. Removal of concrete framework.
  4. Removal of shoring and bracing and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place of required.
  5. Removal of trash and debris.
- C. Ground surface preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface prior to placement of fills.
- D. Placement and compaction: All compacted fill shall be placed in layers having a maximum loose layer thickness of 12 inches. Each layer shall be systematically compacted to the density specified hereinbefore.
  1. Compaction equipment in confined areas shall be accomplished by hand operated vibratory equipment or mechanical tampers as approved by the Soils Inspector.
  2. Fill layers shall not be left in an uncompacted state at the close of a day's operations. Prior to terminating operations for the day, the final layer of fill, after compaction, shall be rolled with a smooth-wheeled roller to eliminate ridges of soil left by tractors, trucks and compaction equipment. Slope all fill to drain at termination or work day.
  3. The Contractor shall not place a layer of compacted fill on snow, ice or soil that was permitted to freeze prior to compaction. Removal of these unsatisfactory materials will be required as directed by the Engineer.

4. Each lift of placed and compacted material shall be tested an independent soils testing firm engaged and paid directly by the Contractor. Do not proceed with additional lifts until authorized by the Engineer. See paragraph 3.7 for requirements.
- E. Backfilling of utilities: Place bedding 6" below pipe up to the vertical center of the pipe as shown on plans. Then place select backfill, which can be sand or bedding material, to a depth of 6" above the pipe as shown on the plans. All other backfill shall be as specified elsewhere according to above conditions.

### **3.5 Grading**

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading outside building lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces shall be free from irregular surface changes.
- C. Grading surface to fill under future building slabs: Grade smooth and even, free of voids, compacted as specified and to required elevation. Provide final grades within a tolerance of 1/4" when tested with a 10' straightedge.
- D. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

### **3.6 Base Course**

- A. General: Base course consists of placing base material, in layers of specified thickness, over ground surface to support a bituminous or concrete pavement.
- B. Grade control: During construction, maintain lines and grades including crown and cross-slope of base course.
- C. Shoulders: Place shoulders along edges of base course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each base course layer. Compact and roll at least a 2 foot width of shoulder simultaneously with compacting and rolling of each layer of base course.
- D. Placing: Place base course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting base material during placement operations.
  1. When a compacted base course is shown to be 12" thick or less, place

material in a single layer. When shown to be more than 12" thick, place material in layers.

### **3.7 Field Quality Control**

- A. All operations under this Section of the Specification will be subject to the observation of the Engineer. When required, an independent/qualified soils testing firm shall be engaged and paid directly by the Contractor and shall report to Owner/Engineer. The Engineer will determine conformance of materials and workmanship, particularly compaction, to the requirements of this Specification.
  - 1. The soils testing firm shall make such tests of materials and compaction as the Engineer directs. Costs of such tests shall be borne by the Contractor.
  - 2. The soils testing firm will make a reasonable number of tests or visual examinations of materials proposed for fill.
  - 3. Areas for which tests indicate insufficient compaction shall be re-compacted and retested until the areas conform to the requirement of the appropriate Specification.
  - 4. In-place density testing shall be done in accordance with ASTM D2922 Nuclear Densometer.

### **3.8 Maintenance**

- A. Protection of graded areas: Protect newly graded areas from traffic and erosion and keep free of trash and debris.
  - 1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerance.
- B. Reconditioning compacted areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

### **3.9 Disposal of Excess and Waste Materials**

- A. The Contractor shall properly dispose of all excess material.

**END OF SECTION**

**SECTION 31 25 00****EROSION AND SEDIMENTATION CONTROLS****PART 1 – GENERAL****1.1 Description****A. Certification:**

As required under M.R.S.A. § 439-B, an excavation contractor conducting excavation activity in a shoreland area shall ensure that a person certified in erosion control practices by the Department of Environmental Protection (DEP) is responsible for management of erosion and sediment control practices at the site, and is present at the site each day earth-moving activity occurs for a duration that is sufficient to ensure that proper erosion and sedimentation control practices are followed.

These requirements apply until the permanent erosion control measures have been installed and appropriate vegetation has been established.

**B. Work Included:**

1. The work under this Section shall include provision of all labor, equipment, materials and maintenance of erosion control devices, as specified herein, as shown on the Drawings and as required to prevent erosion.
2. Erosion control measures shall be provided as necessary to correct conditions that develop prior to the completion of permanent erosion control devices, or as required to control erosion that occurs during normal construction operations.
3. Construction operations shall comply with all federal, state, and local regulations pertaining to erosion control.
4. Employ such erosion control devices as may be necessary until such time that adequate soil stabilization has been achieved.
5. All erosion control measures shall be in accordance with standards outlined in the *Maine Erosion and Sediment Control Best Management Practices*, Bureau of Land and Water Quality, Maine Department of Environmental Protection, October 2016.
6. Erosion control measures shall be provided in accordance with applicable permit requirements contained in Section 3 and the Erosion and Sedimentation Control plan shown on the drawings.

**C. Related Work Specified Elsewhere:**

1. Site work is specified in appropriate sections of this division.

## 1.2 Submittals

The Contractor shall submit to the Engineer evidence of DEP certification for erosion control practices and work within the shoreland zone, along with a detailed erosion control work plan for the Engineer's approval outlining the methods and materials that the Contractor intends to use to control erosion at the site until adequately stabilized. The plan shall include exact locations of erosion and sedimentation control measures and methods to be used to clean up eroded areas. The plans shall be approved by the Engineer prior to the disturbance of any soils.

## PART 2 – PRODUCTS

### 2.1 Materials

- A. Baled Hay:
  - 1. At least 14" by 18" by 30" securely tied to form a firm bale, staked as necessary to hold the bale in place.
  
- B. Sand Bags:
  - 1. Heavy cloth bags of approximately one cubic foot capacity filled with sand or gravel.
  
- C. Mats & Nettings:
  - 1. Twisted craft paper, yarn, jute, excelsior and wood fiber mats.
  
  - 2. Type and use shall be as specified by the *Maine Erosion and Sediment Control Best Management Practices*, herein after referred to as the Best Management Practices (BMP's).
  
- D. Seed:
  - 1. Conservation mix appropriate to the predominant soil conditions, as specified in the BMP's and subject to approval by the Engineer.
  
- E. Sod:
  - 1. Grown from certified seed of adapted varieties to produce high quality sod free of any serious thatch, weeds, insects, diseases, and other pest problems.
  - 2. At least one year old and not older than three years. Cut with a 1/2 to 1 inch layer of soil.

- F. Filter Fabrics:
  - 1. Filter fabric shall be of one of the commercially available brands such as Mirafi, Typar or equivalent. Fabric types for particular applications shall be approved by the Engineer prior to installation.
  
- G. Floating Silt Boom (turbidity curtain):
  - 1. Provide geotextile fabric and components made from polypropylene, polyester, polyamide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Provide silt retention capacity of not less than 75 percent, Mullen Burst Test range of not less than 200 pounds per square inch and a roll width of not less than 8 feet.

## 2.2 **Construction Requirements**

- A. Erosion Checks:
  - 1. Stone check dams shall be constructed in ditches and other locations as necessary.
  - 2. Riprap, baled hay, sand bags, erosion control mix, or siltation fence may be used in an arrangement to fit local conditions.
  
- B. Berms:
  - 1. Barriers shall be constructed along the toe of embankments when necessary to prevent erosion, sedimentation.
  
- C. Siltation Fences:
  - 1. Siltation fences shall consist of porous filter fabric with a wire mesh backing and shall be supported by posts as per manufacturer's recommendations. Fabric type shall be approved by the Engineer for its filtration properties.
  - 2. Erosion control mix may be used as a siltation berm as a substitute for silt fence. Grubbed wood from the site may be used to make the erosion control mix.
  
- D. Silt Boom:
  - 1. Install from shore to shore, extend from above the water level to the river/lake bottom, and be bottom weighted to provide a secure bottom seal and hold the fabric to any uneven contour where the river/lake bottom rises to the shore.

## **PART 3 – EXECUTION**

### **3.1 Installation**

- A. Erosion Checks:
1. Erosion checks shall be constructed in ditches and at other locations designated on the Drawings and as required. The Engineer may instruct the Contractor to modify the arrangement of bales and bags to fit local conditions.
  2. Baled hay or sandbags, or both, may be used in other areas as necessary to inhibit soil erosion.
  3. Siltation fence located where needed.
  4. Install the silt boom prior to start up of work and maintain during the progress of the work;
- B. Removing & Disposing:
1. When no longer needed, material and devices for erosion control shall be removed or may be left in place and dispersed over the adjacent area, as approved by the Engineer.
  2. When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended.
  3. When dispersed over adjacent areas, the material shall be scattered to the extent that it causes no unsightly conditions nor creates future maintenance problems.
  4. Silt boom shall remain, as directed by the Owner, until suspended sedimentation has settled, and be completely removed when work is completed.

### **3.2 Maintenance**

- A. General:

All erosion control measures shall be cleaned and maintained as directed by the Engineer through project completion. Sediments trapped by the erosion control measures shall be removed and disposed of at an area designated by the Engineer after each significant rainfall.

Should areas during construction show signs of erosion, Engineer shall direct Contractor to take corrective measures to stabilize the area by means of the materials listed in paragraph 2.1 or approved equals.

**END OF SECTION**

**SECTION 31 37 00****RIPRAP****PART 1 - GENERAL****1.1 Description**

- A. This work consists of furnishing all labor, equipment, and materials and performing all work necessary to place a protective covering of erosion-resistant material on the slopes of embankments, slopes of channels, or as directed by the ENGINEER. The work shall be done in accordance with these Specifications and in conformity with the lines and grades shown on the Drawings or established by the ENGINEER.
- B. Types of riprap/material included in this specification:
1. Dumped Riprap: Dumped riprap consists of stone dumped in place on a prepared slope of geotextile backing to form a well-graded mass with a minimum of voids.
  2. Placed Riprap: Riprap placed next to the ramp sides and end shall be placed with care to result in a uniform surface suitable for boat trailers with small rubber tires. It consists of stone placed on a prepared slope of geotextile backing to form a well-graded mass with a minimum of voids.
  3. Geotextile Backing: A geotextile backing consists of a geotextile overlain by a layer of coarse aggregate placed on the bank before placing the riprap to prevent the bank material from passing through the riprap protection. Geotextile backing shall be used in lieu of a filter blanket where specifically called for on the plans or where approved by the ENGINEER.

**PART 2 - PRODUCTS****2.1 Materials**

- A. Definition of the materials:
1. Dumped Riprap: Stone used for dumped riprap shall be hard, durable, angular in shape; resistant to weathering and to water action; free from overburden soil, shale and organic material; and shall meet the gradation requirements for the class specified. Neither breadth nor thickness of a single stone should be less than one-third its length. Rounded stone or boulders shall not be accepted. Shale and stone with shale seams are not acceptable.

2. Machine or Hand Placed Riprap: Machine or hand placed riprap shall be placed next to both sides of the launch ramp and at its end and where called for on the plans. It will result in a 24" wide lane to accommodate rigs which may stray beyond the ramp. Stone used for placed riprap shall be hard, durable, and angular in shape (blasted rock); resistant to weathering and to water action; free from overburden soil, shale and organic material; and shall meet the gradation requirements for the class specified. Neither breadth nor thickness of a single stone should be less than one-third its length. Rounded stone or boulders shall not be accepted.
3. Geotextile:
- a) Geotextile shall be Mirafi FW700 or approved equivalent.
  - b) During all periods of shipment and storage, the fabric shall be maintained, wrapped in a heavy-duty protective covering to protect the fabric from direct sunlight, ultraviolet rays, temperatures greater than 140°F, mud, dirt, dust, and debris.
  - c) The vendor shall furnish certified test reports of material attesting that the fabric meets the requirements of this Specification when requested by the Owner or Engineer.

B. Gradation of Course Aggregate for Geotextile Backing:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
2-1/2"	100
2"	85-100
1"	35-70
1/2"	10-30
No. 4	0-5

C. Gradation of Riprap Stone: (Heavy Riprap MaineDOT 703.28)

Minimum stone size (500 lbs.) with a minimum dimension of 15", and at least 50% of the stones by volume shall have an average dimension greater than 24" (1,000 lbs.).

## **PART 3 - EXECUTION**

### **3.1 Construction Details**

- A. Slopes to be protected by riprap shall be free of brush, trees, stumps, and other objectionable material and be dressed to a smooth surface. All soft or spongy material shall be removed to the depth shown on the Drawings or as directed by the ENGINEER and replaced with approved material. Filled areas will be compacted thoroughly. A toe trench as shown on the Drawings shall be dug and maintained until the riprap is placed.
1. Riprap
    - a. Stone for riprap shall be placed on the prepared slope or area in a manner which will produce a reasonably well-graded mass of stone with the minimum practicable percentage of voids. The entire mass of stone shall be placed in conformance with the lines, grades, and thicknesses shown on the Drawings. Riprap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material. Placing of riprap in layers, or by dumping into chutes, or by similar methods likely to cause segregation will not be permitted.
    - b. The larger stones shall be well distributed and the entire mass of stone shall conform to the gradation specified.
    - c. It is the intent of these Specifications to produce a compact riprap protection in which all sizes of material are placed in their proper proportions. Hand placing or rearranging of individual stones by mechanical equipment may be required to the extent necessary to secure the results specified.
    - d. Unless otherwise authorized by the ENGINEER, the riprap protection shall be placed in conjunction with the construction of the embankment with only sufficient lag in construction of the riprap protection as may be necessary to allow for proper construction of the portion of the embankment protected and to prevent mixture of embankment and riprap. The riprap protection shall be maintained until accepted, and any material displaced by any cause shall be replaced at no additional cost to the OWNER.
    - e. Riprap stone shall not be dropped from a height greater than one foot onto the filter blanket.

## 2. Geotextile Backing:

- a. A geotextile shall be placed in the manner and at the locations shown in the Drawings or as directed by the ENGINEER. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or pipe trench unless otherwise directed by the ENGINEER, and shall be laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 24 inches of overlap for each joint. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth.
- b. Securing pins for anchoring geotextile shall be 3/16 inch steel bars, pointed at one end and fabricated with a head to retain a steel washer having an outside diameter of not less than 1.5 inches. The length of the pin shall not be less than 12 inches.
- c. A layer of coarse aggregate shall be placed on the geotextile to the full specified thickness using methods which will not cause segregation of particle sizes. The surface of the finished layer shall be reasonably even and free from mounds or windrows.

**END OF SECTION**

## **DIVISION 32**

32 11 00	Aggregate Surface, Base and Subbase Course Gravel
32 12 00	Hot Mix Asphalt Paving
32 17 23	Pavement Markings
32 91 00	Loam, Fertilize, Seed & Mulch

**SECTION 32 12 00****HOT MIX ASPHALT PAVING****PART 1 - GENERAL****1.1 Description**

1. Work Included: Furnish all plant, labor, equipment and materials required to install bituminous concrete pavement courses, including sidewalks and driveways, as shown on the Drawings and as specified herein.
2. Related Work Specified Elsewhere (When Applicable): Excavation, Filling, and Grading (31 23 00), and Aggregate Surface, Base and Subbase Course Gravel (32 11 00).

**1.2 Quality Assurance**

1. Materials: Use only materials furnished by a bulk bituminous concrete producer regularly engaged in the production of hot mixed, hot laid bituminous concrete.
2. Mix Requirements, Method of Placement and Compaction: State of Maine, Department of Transportation Standard Specifications, March 2020, hereinafter called MaineDOT Standards, latest version of Section 401, Hot Mix Asphalt Pavement.

**1.3 Submittals**

1. A certificate of compliance shall be furnished to the Architect/Engineer that the materials supplied comply with the specification requirements.
2. Delivery slips shall be furnished with each load of mix delivered to the project. Information shall include:
  1. Vehicle identification
  2. Date
  3. Project
  4. Identification of material
  5. Gross, tare and net weights
  6. Signed by the bituminous concrete producer
  7. Stamped by a licensed public weighmaster

**1.4 Job Conditions**

1. Grade Control: The Contractor shall establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
2. Trench areas shall receive temporary paving as the work progresses where trenches are in paved streets.

**PART 2 - PRODUCTS****2.1 Materials**

- A. Hot Mix Asphalt Pavement:
  1. Base Course - 19.0 mm
  2. Wearing Course - 9.5 mm
  3. Sidewalks, Drives, and Parking Areas - 9.5 mm

The following Special Provision, Section 403, applies:

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. of Layers</b>	<b>Comp. Notes</b>
Wearing	9.5 mm	403.210	N/A	see typicals	1	1,4
Base	19.0 mm	403.207	N/A	see typicals	1	1,4

**COMPLEMENTARY NOTES**

1. All work under this contract shall conform to the Standard Specification Revision of 2020 – Section 401-Hot Mix Asphalt Pavement; with the following revisions.
2. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations.**

**PART 3 - EXECUTION****3.1 Surface Preparation**

- A. Tack coats shall conform to Section 409 of the Maine DOT Standard Specifications.
- B. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at rate of approximately 0.025 gallons per square yard of surface.

**3.2 Placing the Mix**

- A. General: Place asphalt concrete mixture on prepared surface. Minimum allowable temperature for placing is 225°F. Maximum shall be 325°F. Place in areas inaccessible to paving machine and small areas by hand. Place each course to required grade, cross-slope and compacted thickness.
- B. Temperature Requirements: Hot mix asphalt pavement used for curb, driveways, parking areas, sidewalks, islands, and other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. The Contractor shall not place hot mix asphalt pavement on a wet or frozen surface and the air temperature shall be 40°F or higher, unless approved by the Owner.
- C. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened to the extent that the pavement will not be damaged.

**END OF SECTION**

**SECTION 32 11 00**

**AGGREGATE SURFACE, BASE AND SUBBASE COURSE GRAVEL**

**PART 1 – GENERAL**

**1.1 Description**

- A. The traveled areas shall be composed of one or two layers of aggregate of different gradations representing the surface, base and subbase courses as applicable.

**1.2 Submittals to the Engineer**

- A. Contractor shall certify that materials comply with these specification requirements by submitting laboratory tests performed by an independent/qualified soil testing firm.

**PART 2 – PRODUCTS**

**2.1 Materials**

- A. Road Materials: Aggregate surface, base and subbase course shall be gravel consisting of hard, durable particles which are free from vegetable matter, lumps or balls of clay, and other deleterious substances. The gradation of the aggregate base and leveling courses shall meet the following requirements:
1. Aggregate Surface Course: Aggregate for untreated surface course and leveling course shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the material shall meet the grading requirements of the following table:

SIEVE SIZE	PERCENT FINER BY WEIGHT
3/4"	100
#4	50-78
#8	36-67
#40	13-35
#200	4-15

Plasticizer Index shall be 4-12.

2. Aggregate Base course: Aggregate grading shall be in accordance with the requirements of Section 700, Subsection 703.06, Aggregate Base and Subbase, part (a), Type A of the State of Maine, Department of Transportation Standard Specifications - Highway and Bridges, latest edition. Measurement and Payment subsections shall not apply. Degradation value as determined by Washington State Degradation Test shall not apply.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type A
½ inch	45-70
¼ inch	30-55
No. 40	0-20
No. 200	0-6.0

3. Aggregate Subbase course: Aggregate grading shall be in accordance with the requirements of Section 700, Subsection 703.06, Aggregate Base and Subbase, part (c), Type D of the State of Maine, Department of Transportation (formerly the State Highway Commission), Standard Specifications - Highway and Bridges, latest edition. Measurement and Payment subsections shall not apply. Degradation value as determined by Washington State Degradation Test shall not apply.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type D
½ inch	35-80
¼ inch	25-65
No. 40	0-30
No. 200	0-7.0

## **PART 3 – EXECUTION**

### **3.1 Placing and Compacting Gravel**

- A. Gravel shall be placed and spread in uniform layers not exceeding 12" in loose measure from self-spreading vehicles or with power graders of approved types or by hand. Care shall be taken while spreading gravel to rake forward and distribute the largest stones so that they will be at the bottom of the gravel course and be evenly distributed.

- B. Gravel so placed shall be thoroughly watered and rolled true to the lines and grades and compacted in accordance with this Specification. Any depressions that appear during or after the rolling shall be filled with gravel and re-rolled until the surface is true and even. Any portion which is not accessible to a roller shall be compacted by mechanical or hand tamper.

### **3.2 Shaping and Compacting**

- A. The density compaction requirements of this subsection shall apply only to the upper twenty-four inches.
- B. All layers of aggregate courses shall be compacted to the required 95% of maximum density (subsection 304.04 of the State of Maine Transportation Standard Specifications - Highway and Bridges, latest edition) immediately after placing. As soon as the compaction of any layer has been completed, the next layer shall be placed.
- C. The Contractor shall bear full responsibility for and make all necessary repairs to the aggregate courses and the subgrade until the full depth of the base and leveling courses is placed and compacted. Repairs shall be considered incidental to other contract items and shall be made at no cost to the Owner.
- D. If the top of any layer of the aggregate courses becomes contaminated by degradation of the aggregate or addition of foreign materials, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.
- E. The top of any aggregate course layers shall be scarified and loosened for a minimum depth of one inch immediately prior to the placing of the next layer of aggregate. This scarifying shall be considered incidental to placing the course, and no separate payment will be made.

### **3.3 Surface Tolerance**

- A. The completed surface of both the aggregate base course and surface course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch.

**END OF SECTION**

**SECTION 32 17 23****PAVEMENT MARKINGS****PART 1 – GENERAL****1.1 Description**

- A. Provide 4" white lines for each paved parking space, accessible walkway (path), aisles, and hash marks, as applicable.
- B. Provide a white ADA symbol of 5' minimum height on a blue background, as applicable.
- C. Provide traffic directional arrows, as applicable.
- D. Provide 4" double yellow centerlines, as applicable.

**PART 2 – PRODUCTS****2.1 Paint**

Submit paint catalog material verifying that it complies with TT-P85 alkyd paint, schedule of paint application, and ambient temperature limits, as well as pavement surface conditions. The name, address, and experience of the painting subcontractor shall be provided for Owner acceptance.

**PART 3 – EXECUTION****3.1 General**

Apply pavement markings in general conformance with MaineDOT's latest edition of standard specifications. All work shall be done by a pavement striping subcontractor.

**3.2 Installation**

- A. All painting shall be done during warm, dry conditions.
- B. All paint shall be applied at a 16 mil thickness, minimum, on a clean surface.

**3.3 Field Quality Control**

- A. Application conditions shall be dry, with ambient temperature of 50°F and rising.
- B. All deficiencies shall be corrected to the Owner's satisfaction.

**END OF SECTION**

**SECTION 32 91 00****LOAM, FERTILIZE, SEED AND MULCH****PART 1 - GENERAL****1.1 Description**

- A. Work Included: Place topsoil in filled, excavated, or graded areas and protect and maintain seeded areas disturbed by construction work, or as directed by the Engineer. All work shall conform to the Erosion and Sedimentation Control Plan shown on the drawings.
- B. Related Work Specified Elsewhere (When Applicable): Excavation, backfill, compaction, site gradings, and temporary erosion control are specified in the appropriate Sections of this Division.

**1.2 Submittals and Testing**

- A. Seed:
  - 1. Furnish the Engineer with duplicate signed copies of statement from the vendor, certifying that each container of seed delivered to the project site is fully labeled in accordance with the Federal Seed Act and is at least equal to the specification requirements.
  - 2. This certification shall appear in, or with, all copies of invoices for the seed.
  - 3. Each lot of seed shall be subject to sampling and testing, at the discretion of the Engineer, in accordance with the latest rules and regulations under the Federal Seed Act.
- B. Topsoil:
  - 1. Inform the Engineer, within 30 days after the award of the Contract, of the sources from which the topsoil is to be furnished.
  - 2. Obtain representative soil samples, taken from several locations in the area under consideration for topsoil removal, to the full stripping depth.
  - 3. Have soil samples tested by an independent soils testing laboratory, approved by the Engineer, at the Contractor's expense.
  - 4. Have soil samples tested for physical properties and pH (or lime requirement), for organic matter, available phosphoric acid, and available potash, in accordance with standard practices of soil testing.
  - 5. Approval, by the Engineer, to use topsoil for use in the work will be dependent upon the results of the soil tests.

- C. Lime & Fertilizer:
1. Furnish the Engineer with duplicate copies of invoices for all lime and fertilizer used on the project showing the total minimum carbonates and minimum percentages of the material furnished that pass the 90 and 20 mesh sieves and the grade furnished.
  2. Each lot of lime and fertilizer shall be subject to sampling and testing at the discretion of the Engineer.
  3. Sampling and testing shall be in accordance with the official methods of the Association of Official Agricultural Chemists.
  4. Upon completion of the project, a final check may be made comparing the total quantities of fertilizer and lime used to the total area seeded. If the minimum rates of application have not been met, the Engineer may require the Contractor to distribute additional quantities of these materials to meet the minimum rates.

### 1.3 **Delivery, Storage & Handling**

- A. Seed:
1. Furnish all seed in sealed standard containers, unless exception is granted in writing by the Engineer.
  2. Containers shall be labeled in accordance with the United States Department of Agriculture's rules and regulations under the Federal Seed Act in effect at the time of purchase.
- B. Fertilizer:
1. Furnish all fertilizer in unopened original containers.
  2. Containers shall be labeled with the manufacturer's statement of analysis.

### 1.4 **Job Conditions**

- A. Topsoil: Do not place or spread topsoil when the subgrade is frozen, excessively wet or dry, or in any condition otherwise detrimental, in the opinion of the Engineer, to the proposed planting or the proper grading.
- B. Seeding:
1. Planting Seasons: Perform seeding work only between the dates of 15 May to 20 June and 15 August to 30 September, except as otherwise directed in writing by the Engineer.
  2. Weather Conditions:
    - a. Do not perform seeding work when weather conditions are such that beneficial results are not likely to be obtained, such as drought, excessive moisture, or high winds.
    - b. Stop the seeding work when, in the opinion of the Engineer, weather conditions are not favorable.
    - c. Resume the work only when, in the opinion of Engineer, conditions become favorable, or when approved alternate or corrective measures and procedures are placed into effect.

## **PART 2 - PRODUCTS**

### **2.1 Materials**

#### A. Seed:

1. Provide seed mixtures approved by the Engineer and apply at the rates shown below:

Creeping Red Fescue	20 lbs. per acre
Red Top	2 lbs. per acre
Tall Fescue	20 lbs. per acre

2. Do not use seed which has become wet, moldy, or otherwise damaged in transit or during storage.

#### B. Topsoil:

Material shall consist of natural loam topsoil, free from subsoil, obtained from the designated site, which meets the gradation requirements specified herein. Topsoil shall be uniform quality, free from hard clods, stiff clay, hard pan, sods, partially disintegrated stone, lime, cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or any other undesirable material.

Topsoil shall contain at least five (5%) percent organic matter determined by loss on ignition on moisture free samples dried in accordance with the current method of the Association of Official Agriculture Chemists. The acidity range shall be pH 5.0 to pH 7.0, inclusive.

The Contractor shall furnish a certified report of an approved analytical chemist showing the analysis of representative samples of the topsoil which he proposes to use. All samples are to be taken by the Engineer and delivered to the laboratory; the price bid shall include inspection and laboratory charges. No topsoil shall be delivered until the approval of samples by the Engineer: but, such approval shall not constitute final acceptance. The Engineer reserves the right to reject, on or after delivery, any material which does not, in his opinion, meet these specifications.

The Engineer reserves the right to reject topsoil in which more than sixty (60%) percent of the material passing the No. 100 U.S.S. Mesh Sieve consists of clay as determined by the Buoyous Hydrometer or by the decantation method. All percentages are to be based on dry weight of sample. If the Engineer directs, topsoil which varies only slightly from the specifications may be made acceptable by such corrections as the Engineer deems necessary.

#### C. Lime:

1. Provide lime which is ground limestone containing not less than 85% of total carbonate and of such fineness that 90% will pass a No. 20 sieve and 50% will pass a No. 100 sieve.
2. Coarser materials will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing a No. 100 sieve. No additional payment will be made to the increased quantity.

- D. Fertilizer:
1. Provide a commercial fertilizer approved by the engineer.
  2. Provide fertilizer containing the following minimum percentage of plant food by weight:
    - 20% Available phosphoric acid
    - 20% Available potash
    - 20% Available nitrogen (75% of the nitrogen shall be organic)
- E. Mulch for Hydro-Seeding:
1. Hay or Straw - Hay or straw mulch shall consist of long fibred hay or straw, reasonably free from noxious weeds or other undesirable material.
  2. No material shall be used which is so wet, decayed, or compacted as to inhibit even and uniform spreading. No chopped hay, grass clippings or other short fibred material shall be used unless directed.
- F. Mulch Binder for Hydro-Seeding:
1. Material for mulch binder shall be emulsified asphalt.
  2. Emulsified asphalt mulch binder shall be a type acceptable to the Engineer and may be diluted with water to assure even distribution.

### **PART 3 - EXECUTION**

#### **3.1 Preparation**

- A. Equipment:
1. Provide all equipment necessary for the proper preparation of the ground surface and for the handling and placing of all required materials.
  2. Demonstrate to the Engineer that the equipment will apply materials at the specified rates.
- B. Soil: Perform the following work prior to the application of lime, fertilizer or seed.
1. Apply a minimum of 3 inches of topsoil to the areas to be seeded
  2. Trim and rake the topsoil to true grades free from unsightly variations, humps, ridges or depressions.
  3. Remove all objectionable material and form a finely pulverized seed bed.

#### **3.2 Performance**

- A. Grading:
1. Grade the areas to be seeded as shown on the Drawings or as directed by the Engineer.
  2. Leave all surfaces in even and properly compacted condition.
  3. Maintain grades on the areas to be seed in true and even conditions, including any necessary repairs to previously graded areas.
- B. Placing Topsoil:
1. Uniformly distribute and evenly spread topsoil on the designated areas.
  2. Spread the topsoil in such manner that planting work can be performed with little additional soil preparation or tillage.

3. Correct any irregularities in the surface resulting from topsoil in or other operations to prevent the formation of depressions where water may stand.
  4. Thoroughly till the topsoil to a depth of at least 3 inches by plowing, dicing, harrowing, or other approved method until the condition of the soil is acceptable to the Engineer.
- C. Placing Fertilizer:
1. Distribute fertilizer uniformly at a rate determined by the soils test over the areas to be seeded.
  2. Incorporate fertilizer into the soil to a depth of at least 3 inches by dicing, harrowing, or other methods acceptable to the Engineer.
  3. The incorporation of fertilizer may be a part of the tillage operation specified above.
  4. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will be acceptable.
  5. Place fertilizer at a rate of 300 lbs. per acre.
- D. Placing Lime:
1. Uniformly distribute lime immediately following or simultaneously with the incorporation of fertilizer.
  2. Distribute lime at a rate determined from the pH test, to a depth of at least 3 inches by dicing, harrowing, or other methods acceptable to the Engineer.
  3. Apply lime at a loading rate of at least 3 tons per acre.
- E. Seeding:
1. Level out any undulations or irregularities in the surface resulting from tillage, fertilizing, liming or other operations before starting seeding operations.
  2. Hydro-Seeding:
    - a. The hydraulic spray method of sowing seed may be used where approved by the Engineer. This work shall be done with an approved machine operated by a competent crew. Seed and fertilizing materials shall be mixed with water in the tank of the machine and kept thoroughly agitated so the materials are uniformly mixed and suspended in the water at all times during operation. The spraying equipment must be designed and operated to distribute seed and fertilizing materials evenly and uniformly on the designated areas at the required rates. If the Engineer finds the application uneven or otherwise unsatisfactory, he may require the hydraulic spray method to be abandoned and the balance of the work done as specified herein. Seed must be lightly raked into the surface of the soil unless seeding is to be following within 24 hours by mulching.

- b. Fertilizer shall be applied at a loading of at least 800 pounds per acre.
- c. Seed shall be applied at a loading of at least 120 pounds per acre.
- d. Hay or straw mulch shall be spread evenly and uniformly over the designated areas. Unless otherwise directed, mulch shall be applied at the rate of two (2) tons per acre. Too heavy application of mulch shall be avoided and lumps and thick spots shall be thinned. Unless otherwise authorized, the mulch shall be anchored in place by uniformly applying an asphalt mulch binder. Application of a concentrated stream of mulch binder will not be allowed. Asphalt mulch binder may be omitted when authorized by the Engineer and when there is a danger of the asphalt contaminating the surface of nearby structures, houses, vehicles, or other objects. Other methods of anchoring mulch may be used subject to the approval of the Engineer.
- e. Maintenance - The Contractor shall maintain the mulch by repairing any damaged mulch and by correcting any shifting of the mulch due to wind, water or other causes, until an acceptable growth of grass has been achieved, regardless of the acceptance status of the seeding. He shall supply additional mulch necessary as a result of damage or seed failure. Repairs to mulched areas and furnishing of additional mulch shall be incidental to this item. If wood fiber is used, any re-seeding will require additional wood fiber mulch.

### **3.3 Protection & Maintenance**

- A. Protection:
  - 1. Protect the seeded area against traffic or other use.
    - a. Erect barricades and place warning signs as needed.
- B. Maintenance:
  - 1. Properly care for the seeded areas during the period when the grass is becoming established.
  - 2. The protection period shall extend for 12 months after the completion of entire project, unless the desired cover, in the opinion of the Engineer, is established in a shorter period of time.
  - 3. The grass shall be mowed twice in the 12 month period or as directed by the Engineer.

**END OF SECTION**

## **DIVISION 33**

33 42 13      HDPE Pipe Culverts

**SECTION 33 42 13****HDPE PIPE CULVERTS****PART 1 - GENERAL****1.1 Description**

- A. Work Included:
  - 1. Provide and install storm drain pipe of the type(s) and size(s) and in the locations(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere:
  - 1. Excavation and backfill, dewatering, pavement, borrow and bedding material are specified in the appropriate sections in this Division.

**1.2 Quality Assurance**

- A. Material:
  - 1. High density polyethylene (HDPE) smooth-lined pipe and fittings for storm drain shall be in conformance with ASTM D1248 and AASHTO M294.
  - 2. All fittings and accessories shall be manufactured and furnished by the pipe supplier or an approved equal. Fittings shall be of the same strength and quality as the pipe.

**1.3 Submittals**

- A. Submit in duplicate, sworn certificates of inspections and tests performed at the location of manufacturers.
- B. Submit shop drawings in accordance with the General Conditions of the Construction Contract.

**1.4 Delivery, Storage and Handling**

- A. Exercise care when handling storm drain pipe to prevent damage of any nature to the pipe and finish.
- B. Immediately remove damaged materials and replace at no additional cost to the Owner.
- C. Store materials aboveground on platforms, skids, or other adequate supports.

**PART 2 - PRODUCTS****2.1 Materials**

- A. Pipe: As shown above
- B. Joints: As per manufacturer's recommendation.

**PART 3 - EXECUTION****3.1 Inspection**

- A. Examine areas to receive piping for the following:
  - 1. Obstructions that adversely affect the installation and quality of the work.
  - 2. Deviations beyond allowable tolerances for clearances.
- B. Examine pipe and fittings before installation to assure no defective materials are incorporated.
- C. Start the work only when conditions are satisfactory.
- D. Remove and replace all defective materials at no additional cost to the Owner.

**3.2 Installation**

- A. Excavation for buried pipe shall be to a point 6 inches below the bottom of the pipe or to stable firm soil.
- B. Bedding of the pipes shall be clean course gravel, or crushed stone, free of stones over 2 inches and free of organic contamination clogs, ice, or other materials which may affect the pipes integrity. Bedding shall be carried to a point 6 inches above the top of the pipe.
- C. All trench backfill shall be no less than common borrow quality and shall meet MDOT specifications for same.

**END OF SECTION**

## **Appendix A**

# **Department of Environmental Protection Permit-by-Rule**

06-096

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

Chapter 305:

NATURAL RESOURCES PROTECTION ACT -  
PERMIT BY RULE

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**2. Activities adjacent to protected natural resources****A. Applicability**

- (1) This section applies to an activity adjacent to, but not in:
  - (a) A coastal wetland, great pond, river, stream or brook or significant wildlife habitat contained within a freshwater wetland; or
  - (b) Freshwater wetlands consisting of or containing:
    - (i) Under normal circumstances, at least 20,000 square feet of aquatic vegetation, emergent marsh vegetation or open water, except for artificial ponds or impoundments; or
    - (ii) Peatlands dominated by shrubs, sedges and sphagnum moss.
- (2) This section does not apply to an activity where sustained slopes are steeper than 3 horizontal feet: 1 vertical foot (approximately 33% slope) between the normal high water line or upland edge of the protected resource and the soil disturbance.
- (3) Activities that qualify for permit by rule under another section are not required to comply with this section unless expressly stated in that section.
- (4) This section does not apply to an activity that is not or will not be in compliance with the terms and conditions of a permit issued under the Site Location of Development Law, 38 M.R.S.A. Sections 481 to 490, the Storm Water Management Law, 38 M.R.S.A. Section 420-D, or the Natural Resources Protection Act, 38 M.R.S.A. Sections 480-A to 480-Z.
- (5) This section does not apply to an activity that does not conform to the local shoreland zoning ordinance.

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NOTE: Contact the local Code Enforcement Officer for information on local shoreland zoning requirements. In most shoreland areas, a 75 or 100 foot undisturbed buffer strip is required between the disturbed areas and the water or wetland.

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**B. Submissions**

- (1) The applicant is required to submit photographs of the area which will be affected by the activity proposed.
- (2) Photographs showing the completed project and the affected area must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the

- notification form or labeled with the applicant's name and the town in which the activity took place.
- (3) A brief narrative explaining why there is no practicable alternative to location of the activity within the 75 foot setback, and how the impact on the remaining buffer and the resource will be minimized. This narrative is not required for those activities presumed to have no practicable alternative as listed in paragraph C(1) of this section.
  - (4) A scaled plan or drawing of the area affected, including information such as:
    - (a) The entire property on which the activity will take place, including property lines, the 75 foot setback, and the boundaries or location of protected natural resources such as streams and wetlands;
    - (b) Proposed and existing development on the parcel including buildings, parking areas, roads, fill areas, landscaped areas, etc.; and
    - (c) Any site constraints limiting development beyond the 75 foot setback, such as steep slopes.

It is not necessary to have the plan professionally prepared. However, it must be legible and drawn to a scale that allows clear representation of distances and measurements on the plan.

### **C. Standards**

- (1) No activity or portion of an activity may be located within the 75 foot setback if there is a practicable alternative location on the parcel that would cause or result in less impact on the environment. The following activities are presumed to have no practicable alternative location on the parcel.
  - (a) The planting of vegetation for the purpose of controlling erosion or for establishing a vegetative buffer.
  - (b) The removal or replacement of underground storage tanks when performed in accordance with 38 M.R.S.A. Section 566-A.
  - (c) The replacement of a structure or the placement or replacement of a foundation or supports for a legally existing structure or addition that is not closer to a protected natural resource than the existing structure provided the municipality has approved the location of the replaced or modified structure. However, any fill, other than that required to maintain the integrity of the structure such as foundation backfill, must meet the 75 foot setback standard unless otherwise approved by the DEP pursuant to this section.

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NOTE: In most cases when a structure is being replaced or a foundation is being put under an existing structure that does not meet the setback requirements of the Municipal Shoreland Zoning Ordinance, the applicant is required by the municipality to move the structure back from the natural resource to the maximum extent practicable.

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- (d) The closure of a landfill in conformance with the DEP's solid waste management rules.

- (e) Access way consisting of a footpath, stairway, or steps to the resource.
- (2) Except for those activities listed in Section 2(C)(1)(a)-(e) above, a 25 foot setback must be maintained between the normal high water line or upland edge of the protected natural resource and the activity. Areas that have slopes of 3 horizontal feet: 1 vertical foot (approximately 33% slope), or steeper, may not be counted when determining the 25 foot setback. Existing vegetation within the setback may not be disturbed except for cutting activity meeting the exemption requirements in 38 M.R.S.A. Section 480-Q(23).
- (3) Disturbance within the setback must be minimized.
- (4) The following measures must be taken to prevent erosion of soil or fill material from disturbed areas:
  - (a) Staked hay bales or silt fence must be properly installed at the edge of disturbed areas between the activity and the resource before the activity begins;
  - (b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;
  - (c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;
  - (d) All disturbed soils must be permanently stabilized; and
  - (e) Within 30 days of final stabilization of the site, any silt fence must be removed.
- (5) A footpath to the resource is limited to 6 feet in width and stairs or steps are limited to 4 feet in width.
- (6) All work is limited to the location and extent depicted on the plan or plans submitted pursuant to subsection B(4) of this section.

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NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

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**D. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) **Fill.** a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or adjacent to a water body or wetland.
- (2) **Land adjacent to a protected natural resource.** Any land area within 75 feet, measured horizontally, of the normal high water line of a great pond, river, stream or brook or the upland edge of a coastal wetland or freshwater wetland.
- (2-A) **Practicable.** Available and feasible considering cost, existing technology and logistics based on the overall purpose of the project.

- (3) **Structure.** Anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground. Examples of structures include buildings, utility lines and roads.
- (4) **Upland edge.** The boundary between upland and wetland.

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**NOTE:**

Section 480-Q(15-A) of the NRPA exempts the installation, removal or repair of a septic system from permitting requirements as of March 1, 1995, as long as the system complies with all requirements of the subsurface wastewater disposal rules adopted by the Department of Human Services pursuant to 22 M.R.S.A. Section 42(3).

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## **15. Public boat ramps**

### **A. Applicability**

- (1) This section applies to the construction of a new, or the replacement of an existing, public boat ramp or carry-in launch area, including associated parking and accessways, in or adjacent to a protected natural resource by a public natural resource agency, Maine Department of Transportation, municipality, or owners of a federally licensed hydropower project within the resource affected by the hydropower project. This section does not apply if a portion of the ramp or related facilities is located in, on or over emergent marsh vegetation or intertidal mudflat.
- (2) This section applies to the construction of up to 2 launch lanes at a facility provided no more than 2 lanes exist or will exist at the completion of the activity.
- (3) This section does not apply to a new boat ramp on a lake infested with aquatic invasive plants, as defined in 38 M.R.S.A. Section 410-N. The Department of Environmental Protection identifies and maintains a list of these infested lakes.

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**NOTE:** A permit will be required from the US Army Corps of Engineers for the following types of projects:

- (a) Any activity involving open trench excavation in a waterbody;
- (b) Any activity in coastal waterways;
- (c) Any activity within a river, stream or brook between October 2 and July 14; or
- (d) Any activity involving work in waterways designated as Essential Fish Habitat for Atlantic salmon including all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

A copy of the permit by rule notification form and original photographs, not photocopies, should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, 675 Western Avenue, Suite #3, Manchester, ME 04351. Tel. (207) 623-8367).

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## **B. Submissions**

- (1) The applicant is required to submit photographs of the area in which this activity is proposed.
- (2) Photographs showing the finished activity must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.
- (3) If the project results in a new or expanded access drive or parking area, the project design plan, erosion control plan and a request for review for an activity on great ponds classified as GPA under 38 M.R.S.A. Section 465-A must be submitted to the DEP's Division of Watershed Management (DWM) prior to submitting the notification form to the DEP. A certification from DWM must be obtained and must be included with the notification form, along with final project plans and the erosion control plan, when it is submitted to the DEP.
- (4) If the proposed activity involves work below the mean low water line of a waterbody, the applicant shall submit a copy of the project design plan along with a copy of the notification form to the Department of Conservation, Bureau of Parks and Lands, Submerged Lands Program (State House Station #22 Augusta, Maine 04333) at the time the notification form is submitted to the DEP. Work on the activity may not begin until a lease or easement is obtained or the Bureau of Parks and Lands has provided notification that one is not necessary.

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NOTE: Processing of a request for a lease or easement may require several weeks of review by the Bureau of Public Lands.

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- (5) If the proposed activity is located within a coastal wetland area, the applicant shall submit, along with the notification form, a letter from both the Department of Inland Fisheries and Wildlife and the Department of Marine Resources that describes times of the year in which the construction of the boat ramp may occur.
- (6) If the proposed activity is located within a freshwater wetland, great pond, river, stream or brook, the applicant shall submit, along with the notification form, a letter from the Department of Inland Fisheries and Wildlife that describes times of the year in which the construction of the boat ramp may occur.

## **C. Standards**

- (1) The erosion control plan must be followed. Erosion of soil or fill material from disturbed areas into the resource must be prevented. The following measures must be taken:
  - (a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;
  - (b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;

- (c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;
- (d) All disturbed soils must be permanently stabilized; and
- (e) Within 30 days of final stabilization of the site, any silt fence must be removed.

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NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

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- (2) A hard-surfaced launch must be used where boats will be launched from trailers, and must meet the following specifications:
  - (a) The underwater portions of the ramp, at the time of construction, must be constructed of reinforced precast concrete planks, panels or slabs;
  - (b) The portion of the ramp used by the towing vehicle may not have a slope that exceeds 15%; the portion of the ramp used by the trailer only may not have a slope that exceeds 20%;
  - (c) The width of the hard surfaced launch lane(s) may not exceed 20 feet as measured parallel to shore;
  - (d) The upper most 6 inches of the base must consist of crushed rock or crushed or screened gravel having 5% or less passing a 200 mesh sieve; and
  - (e) Fill slopes at or below the normal high water line must be protected with riprap. Riprap installation must meet the standards for riprap in PBR Section 8, "Shoreline stabilization".
- (3) An additional area of up to 8 feet wide as measured parallel to shore may be constructed using bituminous pavement, precast concrete planks, panels or slabs to support docking systems.
- (4) A carry-in launch area for small boats must:
  - (a) Consist of gravel, rock, sand, vegetation, or other erosion resistant materials;
  - (b) Have a grade not exceeding 18%; and
  - (c) Be Limited, below the low water line, to constructing a path up to 6 feet wide, measured parallel to shore, consisting of cobble, rock or concrete planks, to access deeper water to float watercraft.
- (5) A vegetated buffer zone at least 25 feet in width must be maintained between any new or expanded parking area and the waterbody.

- (6) A parking area or access road may not be located in a protected natural resource, except that an access roadway may cross a stream if the requirements of PBR Section 10 "Stream crossings" are met.
- (7) Any new or expanded parking area or roadway must divert stormwater runoff away from the ramp to an area where it may infiltrate into the ground before reaching the waterbody.
- (8) Machinery may operate below the water line only when necessary to excavate or place material below the existing water level and must travel and operate on temporary mats or portions of the ramp that have been constructed.
- (9) Timing of the activity must conform to the recommendations of biologists from the Department of Inland Fisheries and Wildlife or the Department of Marine Resources, as appropriate, as described in letters submitted along with the notification form.
- (10) Any debris generated during the work must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A Section 1301 *et seq.*
- (11) Uncured concrete may not be placed directly into the water. Concrete must be pre-cast and cured at least three weeks before placing in the water or, where necessary, must be placed in forms and cured at least one week before the forms are removed. No washing of tools, forms, etc. may occur in or adjacent to the waterbody or wetland.
- (12) The use of untreated lumber is preferred. Lumber pressure-treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in such a manner as to expose all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol shall not be used where it will contact water.

**D. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) **Emergent marsh vegetation.** Plants that are erect, rooted and herbaceous, and that may be temporarily to permanently flooded at the base, but do not tolerate prolonged inundation of the entire plant; (e.g. cattails, saltmarsh cordgrass).
- (2) **Public natural resource agency.** The Maine Department of Inland Fisheries and Wildlife, the Maine Department of Marine Resources, the Maine DEP, the Maine Department of Conservation, the United States Fish and Wildlife Service, the United States Forest Service, the United States Natural Resources Conservation Service and County Soil and Water Conservation Districts.
- (3) **Project design plan.** A detailed plan of the proposed activity indicating all dimensions (width, height, length) relative to the mean low water mark, and including any appurtenant structures that may be seasonal in nature.