

**DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY
MANAGEMENT**

Directorate of Facilities Engineering

**Maine National Guard, Camp Keyes, Augusta,
Maine 04333-0032**

BID DOCUMENTS

FOR

Lola Dana TS Road Repair Project

T2 R9 TWP, Maine

T2 R9 TWP Pelkey Rd

Chester, Maine 04457

PROJECT #23TR26-605-D

BID# 27-015

27 August 2026

Prepared By:
DFE
Bldg. 7, Camp Keyes
Augusta, Maine 04330

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00 11 13
Notice to Contractors

Lola Dana TS Road Repair

BGS Project Number 3976

Project consists of the repair of approximately 8,800 linear feet of roads at the Lola Dane Training Site by filling in road defects with new gravel and shaping the repaired roads to properly drain. Base bid is 4,500 linear feet with two Alternate Bid Items measuring approximately 2,100 and 2,200 linear feet respectively. Work to be performed IAW plans and specifications developed by the Directorate of Facilities and Engineering.

The contract shall designate the Substantial Completion Date on or before *15 November 2026*, and the Contract Final Completion Date on or before *30 December 2026*.

1. Bids shall be submitted in sealed envelopes plainly marked "***Lola Dana TS Road Repair***" and addressed to:

*Ms. Tanya Schaub
Directorate of Facilities Engineering
194 Winthrop Street
Bldg. 7, Camp Keyes
Augusta, Maine 04330*

The envelope shall contain a completed Contractor Bid Form (section 00 41 13), provided in the Bid Documents, and include bid security when required. The bids shall be received no later than **2:00:00 p.m.** on ***17 September 2026***.

Bid submissions will be opened and read aloud at *the address shown above* at the time and date noted above.

Any bid submitted after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The 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: Ms. Wendy Beuhler, Directorate of Facilities Engineering, 194 Winthrop Street, Bldg. 7, Camp Keyes, Augusta, Maine, 04330. Tanya.L.Schaub@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 10:00 a.m. on *14 September 2026*.

*DFE
CPT Shane Howley
shane.d.howley.mil@army.mil*

00 11 13
Notice to Contractors

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.

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. See Attachment A for Map and Directions which is found after Section 31 23 23 BACKFILL.

*10 September 2026 @ 10 AM
Lola Dana Training Site
Pelhey Rd, Chester, ME (See
attachment for map with directions)*

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 28 August 2026 and may be obtained *no cost (digital only)* from:

*DFE
194 Winthrop Street
Augusta, Maine 04330
207 430-6324, Wendy.M.Buehler@maine.gov*

00 11 13
Notice to Contractors

10. Bid Documents may be examined at:

AGC Maine

188 Whitten Road, Augusta, ME 04330

207-622-4741

Construction Summary

734 Chestnut Street, Manchester, NH 03104

603-627-8856

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

Lola Dana TS Road Range Repair

BGS Project Number 3976

Bid Form submitted by: *paper documents only to address below*

Bid Administrator:

*Ms. Tanya Schaub
Directorate of Facilities Engineering
194 Winthrop Street
Bldg. 7, Camp Keyes
Augusta, Maine 04330*

Tanya.L.Schaub@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

00 41 13
Contractor Bid Form

aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

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

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the Lola Dana TS Road Repair Project Manual dated 28 August 2026, prepared by DFE (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).

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

<u>No.</u>	<u>Description</u>	
1	"not used"	<u>\$0.00</u>
2	"not used"	<u>\$0.00</u>
3	"not used"	<u>\$0.00</u>
4	"not used"	<u>\$0.00</u>
5	"not used"	<u>\$0.00</u>

3. Alternate Bids *are included* on this project.
Alternate Bids are as sown below.
 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>Repair approx. 2,100 Linear Feet of road from Site A to Site C entry.</i>	<u>\$0.00</u>
2	<i>Repair apporx. 2,200 linear feet of road from Site A to property line</i>	<u>\$0.00</u>
3	"not used"	<u>\$0.00</u>
4	"not used"	<u>\$0.00</u>
5	"not used"	<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</u> <u>ADD</u>	<u>Unit Price</u> <u>DEDUCT</u>
1	"not used"		_____	<u>\$0.00</u>	<u>\$0.00</u>
2	"not used"		_____	<u>\$0.00</u>	<u>\$0.00</u>
3	"not used"		_____	<u>\$0.00</u>	<u>\$0.00</u>
4	"not used"		_____	<u>\$0.00</u>	<u>\$0.00</u>
5	"not used"		_____	<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	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
Total Contract Amount	<u>\$0.00</u>

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

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

1.2.2 Provisions for late payments 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

name of contracting entity
address

telephone
email address

Signature Date
name and title

name of contractor company
address

telephone
email address
Vendor Number

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

select proper approval authority			
Reviewed by:		Approved by:	
_____ <i>Signature Date</i> <i>insert name</i>		_____ <i>Signature Date</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
Construction Change Directive

Project name
 location / school / campus

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

Contractor Company name
 address
 city state zip code

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

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

* Calendar Days refers to Contract Final Completion Date only.

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

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

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

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

signature date

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

signature date

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

signature date

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

signature date

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

signature date

**State of Maine
CONSTRUCTION CONTRACT
Change Order**

Project name

location / school / campus

Change Order: **1**Issue Date of this Document: **25-Jun-2025****Contractor Company name**

address

city state zip code

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

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

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

Time Change

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

	Add	Deduct	Total
Net Calendar Days Adjusted by this Change Order	0	0	
Net Calendar Days Adjusted by Previous Change Orders	0	0	
Net of Change Orders to Date	0	0	0
Original Contract Final Completion Date			30-Apr-2027
Revised Contract Final Completion Date*			30-Apr-2027

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' Representative / Delete if not used

Type entity name here

Type person's name, title here

signature

date

Project Manager / Delete if 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.

4-May-2027

30-Apr-2027

31-Dec-2027

List of Change Order Items

Project name

C. O. Number: 1

Contractor Company name

Item No.	CP No.	Item Name	Reason Code	Calendar Days*	Cost
1	1	Enter Item Name		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
				0	\$0
Totals				0	\$0

Reason Codes

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

* Calendar Days shows Contract
 Final Completion Date impact only.

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

Details of Change Order Item

Project name

location / school / campus

Change Order

1

Item Number

1

CP (Change Proposal) Number

1

Contractor Company name

address

city state zip code

Issue Date of this Document:

25-Jun-2025

BGS Project No.:

n

Other Project No.:

x

Item Name	Add item name from List of Items sheet			
Description of Work	Briefly describe scope of work			
Reason or Necessity of Work	Briefly describe reason or necessity for work change			
Cost Breakdown	Work by Subcontractor only	Work by Sub and Contractor	Work by Contractor only	
Subcontractor base cost	\$0	\$0		
Subcontractor markup	\$0	\$0		
Contractor base cost		\$0	\$0	
Contractor markup	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	
Compensation	lump sum		Total Cost	\$0
Initiated by	Contractor		Calendar Days*	0
	CC	Supporting Documentation		is not needed

EO
Error or omission
of Consultant

UC
Unforeseen job site
condition

OC
Owner-
generated change

RC
Regulatory authority-
generated change

CC
Contractor-
generated change

* Calendar Days shows Contract Final Completion Date impact only.

Consultant (Architect or Engineer)

Type firm name here

Type person's name, title here

signature

date

Contractor

Type company name here

Type person's name, title here

signature

date

Owner

Type contracting entity name here

Type person's name, title here

signature

date

Owner' Representative / Delete if not used

Type entity name here

Type person's name, title here

signature

date

Project Manager / Delete if 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

00 65 16
Certificate of Substantial Completion

Attachment A
Certificate of Substantial Completion

Contractor: _____ Project: _____

Description of Work Being Accepted:

This Certificate of Substantial Completion is for all/portion of the Contract.

We, the DFE Project Manager and General Contractor, certify that:

- This facility, or the integral parts of this facility noted above, has/have been substantially completed according to the Contract Documents and all modifications to the same, as of _____ (date). The contractor and manufacturer's warranties shall be effective as of the date of substantial completion.
- All remaining work is as noted on the attached punch list.
- Contractor is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be a result of failure to adhere to plans and specifications (to include change orders).
- The Owner is responsible for correcting any deficiencies discovered during Commissioning (If Applicable) that are deemed by the Commissioning Agent to be outside the scope of work of the contract or not the responsibility of the Contractor.
- The contractor shall complete all work and submittals as required by the Contract Documents.

Printed Name (DFE Project Manager)	SIGNATURE	DATE
------------------------------------	-----------	------

Printed Name (General Contractor)	SIGNATURE	DATE
-----------------------------------	-----------	------

00 65 19.13
Affidavit of Payment of Debts and Claims

STATE OF MAINE

AFFIDAVIT CONCERNING PAYMENT OF CLAIMS

PROJECT NO. _____

PROJECT TITLE: _____

LOCATION: _____

CONTRACTOR: _____

Personally appeared before me _____, to me personally known, and states that all Subcontractors and major suppliers of materials have been paid all sums due them for work performed or materials furnished in the performance of the contract, and that any legitimate claims against the contract have been satisfied.

REMARKS:

Signature _____

Title _____

Subscribed and sworn to before me this day of _____

NOTARY PUBLIC/JUSTICE OF THE PEACE
My Commission expires in 20____

00 65 19.16
Affidavit of Release of Liens

STATE OF MAINE

AFFIDAVIT CONCERNING PAYMENT OF LIENS

PROJECT NO. _____.

PROJECT TITLE: _____.

LOCATION: _____.

CONTRACTOR: _____.

Personally appeared before me _____, to me personally known, and states that all liens and claims against the State of Maine, its premises and property are hereby waived and further he represents that no other person or party has any right to a lien on account of any work performed or material furnished to him.

REMARKS:

Signature _____

Title _____

Subscribed and sworn to before me this__ day of __

NOTARY PUBLIC/JUSTICE OF THE PEACE
My Commission expires in 20____

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*.

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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.

00 72 13
General Conditions

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General Conditions

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.
 - 1.1.1 Introduce all parties who have a significant role in the Project, including:
 - Owner (State agency or other contracting entity)
 - Owner's Representative
 - Consultant (Architect or Engineer)
 - Subconsultants
 - Clerk-of-the-works
 - Contractor (GC)
 - Superintendent
 - Subcontractors
 - Other State agencies
 - Construction testing company
 - Commissioning agent
 - Special Inspections agent
 - Bureau of General Services (BGS);
 - 1.1.2 Review the responsibilities of each party;
 - 1.1.3 Review any previously-identified special provisions of the Project;
 - 1.1.4 Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
 - 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
 - 1.1.6 Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
 - 1.1.7 discuss jobsite issues;
 - 1.1.8 Discuss Project close-out procedures;
 - 1.1.9 Provide an opportunity for clarification of Contract Documents before work begins; and
 - 1.1.10 Schedule regular meetings at appropriate intervals for the review of the progress of the Work.

2. Intent and Correlation of Contract Documents

- 2.1 The intent of the Contract Documents is to describe the complete Project. The Contract Documents consist of various components; each component complements the others. What is shown as a requirement by any one component shall be inferred as a requirement on all corresponding components.
- 2.2 The Contractor shall furnish all labor, equipment and materials, tools, transportation, insurance, services, supplies, operations and methods necessary for, and reasonably incidental to, the construction and completion of the Project. Any work that deviates from the Contract Documents which appears to be required by the exigencies of construction or by inconsistencies in the Contract Documents, will be determined by the Consultant and authorized in writing by the Consultant, Owner and the Bureau prior to execution. The Contractor shall be responsible for requesting clarifying information where the intent of the Contract Documents is uncertain.
- 2.3 The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of

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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.

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.

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- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

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.

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- 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 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.

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- 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 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 |

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10. Contract Bonds

- 10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.
- 10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

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,

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supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

14. Allowances

- 14.1 The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.
- 14.2 The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

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.

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17. Substitutions

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term “or approved equal” shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.
- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source 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.

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- 19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 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.

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- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 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.

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- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.
- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the 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.

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- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

26. Safety and Security of the Premises

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

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approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.

- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 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.

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- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may 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

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unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 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

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Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

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

30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance 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.

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SPECIAL CONDITIONS
STATE CONTRACTS

1. GENERAL. Work performed under this contract is incident to the implementation of a Federal program with the State. Accordingly, this State contract shall be governed by, and construed according to below listed Federal law(s) as they may affect the rights, remedies, and obligations of the United States. Federal agencies are permitted to require changes, remedies, changed conditions, access to records retention, suspension of work, and other clauses required by the Office of Procurement Policy.
 - a. Administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
 - b. Termination for cause and for convenience by the grantee (State of Maine) including the manner by which it will be effected and the basis for settlement [All contracts in excess of \$10,000].
 - c. Notice of awarding agency requirements and regulations pertaining to reporting.
 - d. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
 - e. Awarding agency requirements pertaining to copyrights and rights in data.
 - f. Access by the grantee, the subgrantee, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - g. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
2. EQUAL OPPORTUNITY. Contractors shall comply with Executive Order 11246 of September, 24, 1965 entitled "Equal Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by in Department of Labor Regulations [41 CFR Part 60]. [All contracts in excess of \$10,000 by grantees and their contractor or subgrantees].
3. COPELAND "ANTIKICKBACK" ACT. Contractors shall comply with the provisions of the Copeland "Antikickback" Act [18 U.S.C. 874] as supplemented in Department of Labor Regulations [29 CFR Part 3]. [All contracts for construction or repair.]
4. DAVIS-BACON ACT. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor Regulations (29 CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29

SPECIAL CONDITIONS**STATE CONTRACTS**

CFR Part 5 are incorporated by reference in this contract. This provision applies to all contracts excess of \$2,000 when required by Federal program grant legislation. The applicable Davis-Bacon Wage Rate [when applicable] is included in Section 00 73 46, Wage Rates. When not applicable, a State of Maine Wage determination may be substituted in Section 00 73 46, Wage Rates. In cases where the Davis-Bacon wage determination is applicable, the State Wage Rate will not be used.

5. **CONTRACT WORK HOURS.** The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act [40 U.S.C. 327-330] as supplemented by Department of Labor Regulations [29 CFR Part 5]. [Construction contracts in excess of \$2,000, and in excess of \$2,500 dollars for other contracts which involve the employment of mechanics or laborers.]
6. **ENVIRONMENTAL PROTECTION.**
 - a. **CLEAN AIR ACT.** The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act [42 U.S.C 18579(h)]. [Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.]
 - b. **CLEAN WATER ACT.** The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act [33 U.S.C. 1368], Executive Order 11738, Environmental Protection Agency regulations [40 CFR Part 15], and section 308 of the Federal Water Pollution Control Act (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder. [Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.]
 - c. **RELATED ENVIRONMENTAL LAWS.** The Contractor shall comply with all applicable standards, orders, or requirements issued under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor or Local environmental regulation.
 - d. **VIOLATING FACILITIES.** The Contractor shall insure that no facility used in his/her performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of state. The Contractor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in his/her performance under this contract is under consideration for listing on the EPA list of violating facilities.

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7. ENERGY POLICY AND CONSERVATION ACT. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub Law 94-163].
8. NONDISCRIMINATION. The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the ground of race, religion, color, national origin, sex and handicap. Accordingly, and to the extent applicable, the Contractor/Vendor covenants and agrees to the comply with the following:
 - a. Title VII or the Civil Rights Act of 1964 (42 U.S.C. Art 2000d et seq.), and DOD Regulations (32 CFR Part 300) issued thereunder;
 - b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Art 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
 - d. The Age Discrimination Act of 1975 (42 U.S.C. Art 61601 et seq.) and regulations issued thereunder (45 CFR Part 90).
9. LOBBYING.
 - a. The Contractor will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions; the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into any cooperative agreement; and, the extension , continuation , renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
 - b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C., Art 1352) is incorporated by reference.
10. DRUG FREE WORK PLACE.
 - a. The Contractor will comply with the provisions of the drug-free Work Place Act of 1988 (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

SPECIAL CONDITIONS**STATE CONTRACTS**

- b. The Final Rule, Government-wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and budget and the department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the ContractorNendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

11. TOBACCO-FREE WORKPLACE POLICY

- a. The Tobacco-Free Workplace Policy, is clearly stated below:

The use of tobacco products is prohibited within the boundaries of all federal and state workplaces, including all buildings, facilities, indoor and outdoor spaces and the surrounding grounds owned, managed, or inhabited by the Department of Defense, Veterans and Emergency Management. This policy applies to parking lots, walkways, vehicles, aircraft, and also to privately owned vehicles that are parked or operated on our properties. For illustrative purposes of this policy, tobacco is defined as any type of tobacco product to include, but not limited to: cigarettes, cigars, cigarillos, electronic cigarettes, pipes, bide, hookahs, smokeless, spit tobacco or snuff.

12. USE OF UNITED STATES FLAG VESSELS.

- a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the division of National Cargo, Office of Market Development, U.S. Maritime Administration, Washington, D.C. 20590; and,
- c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this to contract, and to cause such provisions to be inserted in all subcontracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

13. DEBARMENT AND SUSPENSION.

SPECIAL CONDITIONS

STATE CONTRACTS

- a. 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 under Executive Order 12549, "Debarment and Suspension".
- b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the office of management and budget and the Department of Defense (32 CFR Part 25) to implement the provisions of executive order 12549, "Debarment and Suspension" is incorporated by reference and the contractor/vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the final rule that may hereafter be issued.

14. THE INFRASTRUCTURE INVESTMENT AND JOBS ACT ("IIJA")

Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

END OF SECTION

00 73 16
Supplementary Conditions
Insurance Requirements

1. Insurance Requirements

1.1 Property Insurance

a) This Project is within a building not insured by the State of Maine Risk Management Division. Article 15.6 b of the General Conditions (00 72 13) is amended by deletion and replaced with 1.1 b below.

b) Renovations within and Additions to Existing Buildings Not Insured by State of Maine Risk Management Division

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

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

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 Penobscot County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons and Blockmasons	\$43.02	\$7.64	\$50.66
Bulldozer Operator	\$29.19	\$5.62	\$34.81
Carpenter	\$33.75	\$3.55	\$37.30
Cement Masons and Concrete Finisher	\$24.42	\$2.52	\$26.94
Construction and Maintenance Painters	\$37.24	\$16.63	\$53.87
Construction Laborer	\$23.02	\$0.30	\$23.32
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	\$26.15	\$3.24	\$29.39
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	\$50.10	\$5.18	\$55.28
Elevator Installers and Repairers	\$67.34	\$39.76	\$107.10
Excavator Operator	\$28.77	\$7.65	\$36.42
Fence Erectors	\$31.01	\$3.35	\$34.36
Flaggers	\$21.10	\$1.06	\$22.16
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	\$21.13	\$13.64	\$34.77
Highway Maintenance Workers	\$19.42	\$4.56	\$23.99
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	\$26.61	\$3.68	\$30.29
Millwrights	\$35.99	\$10.52	\$46.51
Mobile Heavy Equipment Mechanics - Except Engines	\$24.31	\$11.73	\$36.04
Operating Engineers and Other Equipment Operators	\$24.65	\$5.07	\$29.72
Paving Surfacing and Tamping Equipment Operators	\$30.17	\$13.85	\$44.02
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 02-03-2025
Effective 01-10-2026

SECTION 01 00 00
ADMINISTRATIVE PROCEDURES

PART 1 GENERAL

1.01 CONTRACT REQUIREMENTS

A. Scope of Work:

Project consists of the repair of approximately 8,800 linear feet of roads at the Lola Dane Training Site by filling in road defects with new gravel and shaping the repaired roads to properly drain. Base bid is 4,500 linear feet with two Alternate Bid Items measuring approximately 2,100 and 2,200 linear feet respectively.

B. Contract Method

1. Basis of award of this Contract will be in accordance with Section 1 Instructions to Bidder, Paragraph 2.
2. Contract type: State of Maine – Section 2-E, Contract for Minor Public Improvements.
3. The project will be constructed under a single lump sum contract.

C. Work Sequence

1. Work of the Contract and related provisions are as described in the Contract Documents.

D. Contractor Use of Premises

- I. Work of this Contract includes coordinating the work with the daily operations of the Owner.
2. Limited use of premises for Work and construction operations only, to allow for Owner occupancy, work by other Contractors, and public access.
3. Limit access to Owner's site, hours of operations are 7:00 A.M. - 4:00 P.M Monday through Friday. No work to be performed on weekends, state or federal holidays.
 - a. Exceptions to the weekend, state or federal holiday restrictions are allowed if the project site has no unit presence and access to the site is controlled entirely by the contractor. Local municipal codes regarding construction and noise will be adhered to. Also, not all state holidays are federal holidays and allowances may be made if unit personnel are available on the site to allow site access to the contractor.

4. Contractor will ensure that project site is left in a state that will not interfere with unit drill weekends, annual training or any other unit events. Owner will provide contractor with dates when these events are scheduled at the preconstruction meeting.
5. In the event of an unforeseen unit mission requirement that prohibits access to the construction site, the Owner shall extend the contractor's construction completion times accordingly with no penalty to the contractor.
6. Coordinate use of premises under direction of Owner.
7. The Contractor shall be responsible for his/her security in Construction Area until substantial completion. The contractor shall coordinate security of Building with Owner. This includes access to the facility and the organization parking area where applicable.

F. Owner Occupancy

1. Owner will occupy surrounding areas during entire period of construction to conduct Owner's normal operations. The Contractor shall cooperate with Owner to minimize conflict to the Owner's operations.

F. Owner-furnished Products: Not Used

G. Schedule of Allowances: Not Used

H. Additive Alternate: ABI#1 Repair approx. 2,100 Linear Feet of road from Site A to Site C entry.
ABI#2 Repair apporx. 2,200 linear feet of road from Site A to property line

I. Unit Prices: Not Used

J. Applications for Payment:

1. Submit one (1) electronic copy of each application under procedures of Section 00 72 13 (General Conditions) item 32 (Payments to the Contractor), on "Requisition for Payment", Form B.G.S. 00 62 76, Application for Payment revised with included Base Contract Work and Change Order Work forms.
2. All Applications for Payment shall be emailed to the Owner at the following email address: Invoices.DFE@maine.gov. The DFE Project Manager will be Cc'd on this email.

3. Owner shall provide the contractor with the administrative information required to complete the application for payment such as CT#; BGS #, signatories and their respective titles. Owner shall also inform the contractor of any revisions to these documents.
4. The contractor shall provide both the Application for Payment and Continuation Sheets in excel format. The contractor shall provide all supporting documentation IAW all provisions of item 32 in section – 00 72 13, General Conditions.
5. The contractor shall ensure that all applicable change orders are reflected in the Application for Payment.
6. Applications for Payment that contain requests for payment for materials suitably stored away from the site shall include all documentation required IAW item 32.6, Section 00 72 13 General Conditions.
7. Applications for Payment that are incomplete, not in the proper format, or contain errors will be returned to the contractor for correction.
8. **Updated project schedule shall be supplied with each Application for Payment.**
9. The proper Application for Payment form may be found at <https://www.maine.gov/dafs/bgs/forms>.

K. Coordination:

1. Work of this Contract includes coordination of the entire Work of the Project.
2. Coordinate work with all utilities. Interruption of services shall be coordinated with the Owner to minimize the disruption of operations within the facility. Interruption of utilities will be coordinated with and approved by the Owner 72 hours in advance.
3. Notify an appropriate official at the facility at least three days in advance of the need to move furnishings, equipment, materials, etc. from areas affected by the construction.
4. Control on-site activities to minimize the disruption of the occupants.
5. Coordinate the work of equipment and material suppliers and subcontractors.
6. Plan for the timely delivery of materials and supplies to the job site and for their temporary storage on site.
7. Maintain the project site in a neat condition.
8. Assist the Owner as required in the review of construction.

9. Maintain up to date progress records and as-built drawings.
10. Contractor responsible for obtaining all required permits from the **any Authority Having Jurisdiction (AHJ)** which requires one. Provide Owner with copies of all required permits. **No permits required for maintenance per MEDEP SLODA.**

L. CONFLICTS

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.
4. The only entity who may modify schedule, scope or funding for this project is the DFE Project Manager.

M. Field Engineering

1. The Contractor shall be responsible for all field engineering as required.

N. Field Testing and Inspections:

1. The Contractor shall carry all costs for material testing and inspections required by the Contract Documents. The Contractor shall hire only Consultant approved and Owner approved independent testing agencies to perform all testing and inspections. All testing and inspections shall be scheduled and paid for by the contractor.

O. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.02 SCHEDULING AND PHASING OF WORK

A. Substantial Completion: Work of the Contract must be Substantially Completed by **15 November 2026** so that the Owner can have full use of interior space.

1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and

occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy mean removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

2. Normal building operations will continue throughout the length of the Project.
3. Within ten (10) working days following issuance of a Letter to Proceed, and notwithstanding any delay in execution of a formal Contract Agreement, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:
 - a. The Owner's business operations must continue throughout the entire construction period.
 - b. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
 - c. Applicable egress codes must be complied with during the construction period. Building entrances and exit paths must be always kept open.

B. Final Completion of all Work of this Contract shall be by **30 December 2026**

1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open and is ready for final payment.

C. Expiration date of this Contract is **31 January 2027**.

1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties have ended, except to those which arise from the nonfulfillment of obligations created during its existence, such as warranties.

1.03 REGULATORY REQUIREMENTS

- A. Conform to all Local, State and Federal codes.

1.04 PROJECT MEETINGS

A. Requirements:

1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in Section 00 72 13 (General Conditions), Item 1 (Preconstruction Conference).

B. Pre-construction Conference

1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

C. Progress Meetings

1. The Contractor shall schedule and administer Project meetings throughout progress of the Work, called meetings, and pre-installation conferences.
2. The Contractor shall make physical arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Owner, participants, and those affected by decisions made at meetings.
 - a. Attendance: Job superintendent, major Subcontractors and suppliers, Owner and those appropriate to agenda topics for each meeting.
 - b. Suggested Agenda: Review of Work progress, status of progress schedule and adjustments thereto, delivery schedules, submittals, maintenance of quality standards, pending changes and substitutions, and other items affecting progress of Work.

1.05 SUBMITTALS

A. Procedures

1. In all submittals always refer to project number **23TR26-605-D**.
2. Refer to schedule of Contractor Deliverables provided by Owner/Designer.
3. Transmit each item under OWNER-accepted form. Identify Project, Contractor, Subcontractor, major supplier; identify pertinent drawing sheet and detail number, and Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and OWNER review stamps.
4. Submit initial Progress Schedules and Contract Schedule Of Values in duplicate within 10 days after date of Owner - Contractor Agreement. After review by DESIGNER revise and resubmit as required. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
5. Submittals can be delivered electronically to both the Designer and Owner. If submitting by e-mail, submit to the Designer for approval, and the Owner for review at the address below:

Designer: N/A

Owner: shane.d.howley.mil@army.mil

6. Comply with progress schedule for submittals related to Work progress. Coordinate submittal of related items.
7. Submittal Sheets:

- a. Transmit each item under “Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer’s Certificates of Compliance” in a format acceptable to the Owner.
 - b. Identify Project, Contractor, Subcontractor, major supplier.
 - c. Identify drawing sheet and detail number, and Specification Section number, as appropriate.
 - d. Identify deviations from Contract Documents.
 - e. Identify products submitted comply with the Build America, Buy America Act.
7. Designer submittal actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing time in the Designer’s professional judgement to permit adequate review.
 8. After DESIGNER review of submittal, revise and resubmit as required identifying changes made since previous submittal.
 9. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

B. Quality Assurance

1. Substitutions, in accordance with Section 01 00 00, para. 1.08 (E).

C. Construction Progress Schedule

1. Within ten (10) working days following issuance of a Notice to Proceed, the Contractor shall provide an Initial Construction Progress Schedule to the Owner
2. Show submittal dates required for Shop Drawings, Product Data, and Samples, and product delivery dates, including those furnished by Owner and those under Allowances as applicable.

D. Schedule Of Values

1. Submit typed schedule on Form 00 62 76.01 Continuation Sheet revised 2 Feb 2026. This form is found within the Application for Payment (00 62 76) referenced in 1.01 J. Applications for Payment of this specification section.
2. Include in each line item a directly proportional amount of Contractor's overhead and profit.
3. Revise schedule to list change orders, for each application for payment.

E. Shop Drawings

1. Shop drawings will be submitted to Owner, in accordance with para. 1.05 of this Section.

F. Product Data

1. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
2. Submit the number of copies, which Contractor requires, plus two copies, which will be retained by OWNER.
3. Provide data certifying that each product complies with the provisions contained in the THE INFRASTRUCTURE INVESTMENT AND JOBS ACT ("IIJA"), see Special Conditions 00 73 00, Section 14.

G. Manufacturer's Instructions

1. Submit two copies of each of Manufacturer's Instructions.

H. Samples Not Used

I. Field Samples Not Used

J. Background Check Requirements:

1. Anyone allowed into the facility by the contracted vendor's personnel is a representative of the contractor and is required to have a prior approved background check before gaining access to the facility.
2. All Contractors/vendors must be in possession of a valid (not suspended, revoked, or expired) official government issued photo credential (i.e. driver's license, state issued identification card, green card, etc.) and be screened through National Crime Information Center. Contractor badges shall be issued only in special cases (flight line access, etc...)
3. The Contractor shall supply a list of personnel who may be either involved in the work effort or be present at the facility to the Owner. The list shall be supplied to Owner within two weeks after the award of the contract or two weeks prior to the beginning of the contract work, whichever comes first. Owner will provide contractor with an excel spreadsheet to fill in with required employee information. Contractor shall provide these lists to the Owner only through approved, secured means and methods (DoDSAFE).
4. The required employee information shall include Company name, last name, first name, middle initial, suffix, maiden name(s), date of birth, sex M/F, Driver License Number and State, Social Security Number, and Address with street, city and state; copy of green card (if applicable) for each person. DO NOT send this information directly to the Owner in an email. Send this information to the Owner encrypted through the DoDSAFE link which will be provided by the Owner.
5. Results from the NCIC background check are controlled under the Privacy Act of 1974 and not permitted to be given to anyone not acting in a Security Force

capacity. No details of the background check will be revealed other than a pass/fail or suspended/revoked.

6. The Department retains the right to screen and restrict from the facility, personnel employed by or who represent the contractor, who do not receive a satisfactory/passing background check.
7. The Department will provide to the Contractor the names of those personnel that are acceptable for access to facilities and those who are not acceptable for unescorted access.

1.06 QUALITY CONTROL

A. Quality Control, General

1. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Workmanship

1. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
2. Perform work by qualified people to produce workmanship of specified quality.
3. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

C. Manufacturers' Instructions

1. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Manufacturers' Certificates

1. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, those products that meet or exceed specified requirements.

E. Mockups:

1. Before installation, build mockups for each required construction form and finish using materials for the completed work. Mockup requirements include:
 - a. Provide individual mockups as required by specific Specification Sections to evaluate and set the quality standard for that work.
 - b. Using the same supervisory personnel and workers for mockup construction as will be used for the Project.

1.07 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Electricity

1. The Contractor shall be allowed to connect to existing electrical panel in building, for temporary power. The Contractor will not disrupt power at building. The Owner will only pay for cost of electricity.
2. The Contractor shall provide all temporary electrical panels.
3. The Contractor shall be responsible to fix any damages, caused by modifications for temporary services.

B. Lighting

1. The Contractor shall provide source of lighting.

C. Temporary Heat

1. The Contractor shall provide temporary heat and equipment in interior spaces:
 - a. The Contractor shall not use electrical heating units if the Owner is supplying electrical power to the Contractor.
 - b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the permanent heat distribution system for temporary heat.
 - b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.

- c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system, and which may be required to operate the permanent heat distribution system on a temporary basis.
- 6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
- 7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Snow Removal:

- 1. The Contractor is responsible for the removal of all snow that would impede the work of the contract, access to the work area as well as storage and delivery of materials. The Owner may require the removal of snow for the entire facility based upon the size and scope of the project. To be determined at the pre-bidding conference.

E. Water

- 1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction [large amounts of water].

F. Sanitary Facilities

- 1. The Contractor shall provide their Sanitary Facilities. ~~This requirement may be waived depending upon the size and scope of the project (determined at pre-bidding conference).~~

G. Barriers

- 1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

H. The Contractor will provide:

- 1. Office Trailer: Contractor shall coordinate with Owner for space within the facility to conduct his/her daily business. This requirement may be waived depending upon the size and scope of the project (determined at pre-bidding conference).
- 2. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.

3. His/her own on-site telephone, if so required for the conduct of his/her business.
4. Protected storage, if necessary.
5. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.

I. Protection And Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the building from damage associated with the construction. Costs to repair major damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

II. Security

1. Provide security programs and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

III. Waste Control See Attachment A, Section 01 35 43 Environmental Protection.

IV. Cleaning during Construction

1. Throughout the construction period the Contractor shall be responsible for maintaining building and site areas affected by the Work in a standard of cleanliness.
 - a. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials.
 - b. Completely remove all scrap, debris, waste material and other items not required for construction from the site at least once a week.
 - c. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
 - d. Conduct daily inspection, more often, if necessary, to verify that requirements for cleanliness are being satisfied.
 - e. Provide required personnel, equipment and materials needed to maintain the specified standard of cleanliness.

- f. Use only those cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the material.
2. Foreign Object Debris (FOD- Bangor East Training Site Only): Construction site is adjacent to an active military and commercial flight line. At no time will trash or debris be left loose on the site. All trash and debris shall be contained to not allow it to blow onto the flight line.

M. Removal

1. Materials to be removed, including all components and accessories, become property of the Contractor and shall be promptly removed from the Contract Site and legally disposed of at Contractor's expense.
2. Remove all debris, rubbish, surplus materials and equipment immediately from the Project Site and legally dispose of at Contractor's expense.
3. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
4. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to be specified, or to original, condition.
5. Do not assume that local landfill facilities will accept construction debris, even if paid for.
6. All materials removed from the job site will be accounted for on the Waste Management Tracking Form found at the end of Section 01 35 43 Environmental Protection. IAW AR 420-1 23.11.e and ARNG Environmental Check, Section 7, Solid Waste, dated 3 March 2023 requires all military construction, renovation and demolition projects shall include performance requirements for a 50 percent minimum diversion of construction and demolition (C&D) waste by weight, from landfill disposal.

1.08 MATERIAL AND EQUIPMENT

A. Products

1. Products include material, equipment, and systems.
2. Comply with Specifications and referenced standards as minimum requirements.
3. Components required to be supplied in quantity within a Specification section shall be the same and shall be interchangeable.
4. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.
5. Materials and equipment must comply with the provisions contained in the THEINFRASTRUCTURE INVESTMENT AND JOBS ACT ("IIJA"), see Special

Conditions 00 73 00, Section 14. Provide certification document at project completion.

6. Purchased products must meet the Federal sustainability procurement requirements and the State sustainable procurement preferences. See Special Conditions 00 73 00, Section 17 for specific requirements.
7. ACBM (ASBESTOS CONTAINING BUILDING MAT'LS) NOT ALLOWED, materials containing asbestos in any manner or quantity are not allowed on this Project. If such materials are installed, they shall be removed and replaced at no additional cost to the Owner.

B. Transportation and Handling

1. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
2. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
3. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

C. Storage and Protection

1. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
2. Arrange storage to provide access for inspection. Periodically inspect to ensure products are undamaged and are maintained under required conditions.
3. Products Specified by Reference Standards or by Description Only: Any product meeting those standards.
4. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named.

D. Products List

1. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

E. Substitutions

1. Substitutions shall be submitted a minimum of 72 hours prior to bid date, any substitutions not submitted 72 hours prior to bid date shall not be permitted.
2. Do not assume that "or Equal" or terms of similar meaning indicate automatic approval of substitute products.

3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
4. Request constitutes a representation that the Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Waives claims for additional costs, which may subsequently become apparent.
5. The OWNER will determine acceptability of proposed substitution and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

1.09 CONTRACT CLOSEOUT

A. Closeout Procedures

1. When Contractor considers Work has reached final completion, submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection.
2. When the Consultant and Owner considers the Work of this contract has reached Substantial Completion, the Contractor and Owner shall sign a Certificate of Substantial Completion (Section 00 65 16). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.
3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. Contractor must provide certificate of compliance that materials and equipment comply with the provision of the THE INFRASTRUCTURE INVESTMENT AND

JOBS ACT (“IIJA”). See 00 73 00 Special Conditions Section 14 for additional requirements.

5. Contractor must provide certificate of compliance that purchased products comply with the Sustainable Procurement requirements. See 00 73 00 Special Conditions Section 17 for specific requirements.
6. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims and submit final requisition.
7. The Contractor’s failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
8. Liquidated Damages: The minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5 and based on the Substantial Completion Date. The work to be performed under this contract shall be Substantially Completed on or before Liquidated Damages: The minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5 and based on the Substantial Completion Date. The work to be performed under this contract shall be Substantially Completed on or before 15 November 2026e, SAME as 1.02.A ABOVE.

B. Facility Cost Data: (Not Applicable this Project)

1. At the pre-construction meeting the owner will provide the contractor with a specific list of items (facilities) that the contractor shall report on all costs associated with the construction or installation of that item (facility).
2. The Contractor shall provide a preliminary cost (Appendix A this specification section) for these items at substantial completion and will provide the Owner a final cost figure for these items as part of close-out.

C. Project Record Documents

1. Store documents separate from those used for construction.
2. Keep documents current; do not permanently conceal any work until Owner has inspected and required information has been recorded.

3. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning before final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from site.

3.02 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer seven days before start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturers to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation before start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Division 23 that equipment or system has been properly installed and is functioning correctly.

3.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks before date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- C. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at equipment location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- E. Required instruction time for each item of equipment and system is specified in individual sections.

3.04 TESTING, ADJUSTING AND BALANCING

- A. Contractor will appoint and employ services of independent firm, acceptable to the Owner, to perform testing, adjusting, and balancing. Contractor shall pay for services.
- B. Independent firm will perform services as specified in Division 23.
- C. Reports will be submitted by independent firms to Architect/Engineer indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturers.
- F. Prohibit traffic from landscaped areas.

3.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.

2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates used.
 3. Changes made by Addenda and modifications.
- F. As builds (Red-Lines): Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
- G. Submit documents to Consultant for approval. Consultant must approve prior to payment of final Application for Payment.

3.07 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11-inch (A4) text pages, three D side ring binders with durable plastic covers. Provide the Owner with two (2) copies of these binders.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and Maintenance Instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. List of equipment.
 - b. Operating instructions.
 - c. Maintenance instructions for equipment and systems.
 - d. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - e. Copies of warranties with effective dates included. This includes warranties provided by subcontractors.
 - f. Copies of any licenses for software and effective dates required for this project.
 3. Part 3: Project Documents and Certificates, including the following:
 - a. Shop drawings
 - b. Air and water balance reports.
 - c. Certificates.
 4. Contractor shall provide the O&M Manual to the Owner in digital form. All sections of the electronic form of the O&M Manual shall be searchable, excluding drawings and warranties. Every effort should be made to have the "Technical Data" section searchable as well, with the understanding this may not be possible in some instances.
 5. Do not provide the O&M manuals on CD or flash drives.

3.08 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt before final payment.

3.9 PRODUCT WARRANTIES (Inserted in O&M Manuals where indicated in that section.)

- A. Obtain warranties responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Submit before final Application for Payment.
- D. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Substantial Completion, before final Application for Payment.
- E. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

END OF SECTION

Appendix A Facility Cost Data **Not Applicable for this project**

[illegible]

Columns Facility No; CAT Code; Description and Unit of Measure provided by Owner. Contractor provides figures for QTY and Cost. Cost is defined as all funds used to either remove or install the item to include all administrative costs associated with that facility.

SECTION 01 35 43

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 DEFINITIONS OF CONTAMINANTS:

- A. Sediment: Soil and other debris that has been eroded and transported by runoff water.
- B. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations, and from community activities.
- C. Rubbish: A variety of combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans and bones.
- D. Debris: Includes combustible and noncombustible wastes such as ashes, waste materials that result from construction or maintenance and repair work, leaves, and tree trimmings.
- E. Chemical Wastes: Includes salts, acids, alkalies, herbicides, pesticides, organic chemicals, and all hazardous and universal wastes.
- F. Sanitary Wastes: See Section 01 00 00, para. 1.07. E.1.
- G. Sewage: Wastes characterized as domestic sanitary sewage.
- H. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.
- I. Oily Waste: Includes petroleum products and bituminous materials.

1.02 ENVIRONMENTAL PROTECTION REQUIREMENTS:

- A. General:
 - 1. Provide and maintain during the life of the contract, environmental protection as defined herein. Provide environmental protective measures as required to control pollution that develops during normal construction practice. Provide also environmental protection measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with all federal, state, and local regulations pertaining to water, air, and noise pollution.

PART 2 - PRODUCTS: NOT USED

PART 3 - EXECUTION

3.01 PROTECTION OF NATURAL RESOURCES:

- A. General:
 - 1. The natural resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their existing condition or restored to an

equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the work schedule, drawings, and specifications.

B. Land Resources:

1. Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without special approval of the Owner. Do not fasten or attach ropes, cables, or guys to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is authorized, the Contractor shall be responsible for any resultant damage.

C. Protection:

1. Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operators. Remove displaced rocks from uncleared areas. Protect monuments, markers and works of art.

D. Repair and Restoration:

1. Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment operations. Obtain approval of the repair or restoration from the Owner prior to its initiation.

E. Temporary Construction:

1. Obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas, and similar temporary use areas shall be graded in conformance with surrounding areas, tilled, and seeded. Include topsoil or nutriment during the seeding operation as necessary to establish a suitable stand of grass.

F. Water Resources:

1. Perform all work in such a manner that any adverse environmental impact on water resources is reduced to a level acceptable to the Owner.

G. Oil Substances:

1. Take special measures to prevent oily or hazardous substances from entering the ground, drainage areas or local bodies of water. Surround all temporary fuel oil, petroleum, or liquid chemical storage tanks with a temporary berm of sufficient size and strength to contain the contents of the tanks in the event of content leakage or spillage.

H. Fish and Wildlife Resources:

1. During the performance of the work take such steps as required to prevent interference or disturbance to fish and wildlife. Do not alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

I. Historical and Archaeological Resources:

1. Carefully preserve and report immediately to the Owner all items having any apparent

historical or archaeological interest which are discovered in the course of any construction activities.

3.02 EROSION AND SEDIMENT CONTROL MEASURES:

A. Burn-off:

1. Burn-off of ground cover is not permitted.

B. Protection of Erodible Soils:

1. All earthwork brought to final grade shall be immediately finished as indicated or specified. Protect immediately side slopes and backslopes upon completion of rough grading. Plan and conduct all earthwork in such a manner as to minimize the duration of exposure of unprotected soils.

C. Temporary Protection to Erodible Soils:

1. Utilize the following methods to prevent erosion and control sedimentation.

D. Mechanical Retardation and Control of Runoff:

1. Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, and berms, to retard and divert runoff to protected drainage courses.

E. Vegetation and Mulch:

1. Provide temporary protection on all side and back slopes as soon as rough grading is completed or sufficient soil is exposed to require protection to prevent erosion. Such protection shall be by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

3.03 CONTROL AND DISPOSAL OF SOLID, CHEMICAL AND SANITARY WASTES:

A. General:

1. Handle and dispose of wastes in accordance with this specification section. If directions conflict with another included specification, the other specification shall take precedence.
2. Track the disposal of all solid and chemical wastes including earthwork operations using the Waste Disposal Tracking Sheet listed below.
3. The preparation, cooking, and disposing of food is strictly prohibited on the project site.
4. Conduct handling and disposal of wastes to prevent contamination of the site and other areas. On completion, leave areas clean and natural looking. Obliterate signs of temporary construction and activities incidental to construction of permanent work in place.

B. Solid Wastes:

1. Pick up solid wastes and place in containers which are emptied on a regular schedule at the Contractor's expense.
2. Solid wastes shall be recycled whenever practicable.
3. The Contractor shall be responsible for contacting disposal facilities to determine what types of solid waste they will accept. The Contractor shall dispose of solid wastes only at facilities allowed to accept such material per Federal, State, and local regulations.

C. Sewage, Odor, and Pest Control:

1. Dispose of sewage through connection to the installation sanitary sewage system. Where such a system is not available, use chemical toilets or comparable effective units and periodically empty wastes into the installation sanitary sewerage system. Include provisions for pest control and elimination of odors.

D. Chemical Wastes:

1. Store chemical waste in corrosion resistant containers labeled to identify type of waste and date filled. Remove containers from the project site, and dispose of chemical waste in accordance with Federal, State, and local regulations. For oil and hazardous material spills which may be large enough to violate Federal, State, or local regulations, notify the MEARNG Environmental Specialist immediately - Telephone (207) 592-0379.

E. Petroleum Products:

1. Conduct fueling and lubricating of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Dispose of lubricants to be discarded and excess oil in accordance with approved procedures meeting federal, state and local regulations.

3.04 DUST CONTROL:

A. General:

1. Keep dust down at all times, including nonworking hours, weekends, and holidays. Sprinkle or treat with dust suppressors, the soil at the site, haul roads, and other areas disturbed by operations. Petroleum products will not be used as suppressors. No dry power brooming is permitted. Instead use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing is permitted only for cleaning of non-particulate debris, such as steel reinforcing bars. No unnecessary shaking of bags is permitted where bagged cement, concrete mortar and plaster is used.

3.05 NOISE:

A. General:

1. When available, make the maximum use "low-noise-emission products" as certified by EPA. No blasting or use of explosives is permitted without written permission of the Contracting Officer and then only during designated times.

WASTE DISPOSAL TRACKING SHEET

Project Name:	Project No.:
---------------	--------------

Date	Material	Amount	Units	Cost	Disposition

Instructions:

Date – The date the material was shipped off site or removed from the project.

Material – Type/description of material (scrap metal, construction & demo debris, wood, leaves, tree trimmings, chemical wastes, etc.)

Amount – How much material was removed.

Units – Units of weight measurement are preferred. However, if not available another unit (ex: cu yd) may be used as long as there is a detailed description of the material.

Cost – Total cost to dispose of material (or total amount received from recycling)

Disposition – Where the material was sent, i.e. metal recycling facility, landfill, saved for reuse by owner, sold to X contractor, etc.

END OF SECTION

SECTION 31 23 23

BACKFILL

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTION – N/A

1.3 REFERENCES

- A. ANSI/AS TM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1557 - Modified Test Method for Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb Rammer and 18 inch Drop.
- C. ASTM D6938 - Standard Test Method for In-Place Density and water content of soil and soil aggregate by Nuclear Methods (Shallow Depth).
- D. ASTM D2487 - Classification of Soils for Engineering Purposes.
- E. ASTM 4318 - Test Method For Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- F. ASTM D1140 - Test Method For Amount of Material in Soils Finer than the No. 200 (75 - μ m) sieve.

PART 2 -PRODUCTS

2.1 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENT

- A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock or sand, free from grass, roots, brush, or other vegetation.
- B. Fill and backfill to be placed within 6 inches of any structure or pipe shall be free of rocks or unbroken masses of earth materials having a maximum dimension no larger than 3 inches for structures, and 1 inch for DI, PVC and HDPE pipe.

- C. Suitable Materials: Soils not classified as unsuitable as defined in paragraph entitled, "Unsuitable Material" herein, are defined as suitable material and may be used in fills, backfilling, and embankment construction subject to approval by Engineer, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.
- D. Suitable materials may be obtained from on-site excavations, may be processed on-site materials, or may be imported. If imported materials are required to meet the requirements of the section or to meet the quantity requirements of the project, the Contractor shall provide the imported materials at no additional expense to the Owner, unless a unit price item is included for imported materials in the bidding schedule.
- E. The following types of suitable materials are designated and defined as follows:

1.COMMON BORROW

Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material. The moisture content shall be sufficient to provide the required compaction and stable embankment. In no case shall the moisture content exceed 4 percent above optimum. The optimum moisture content shall be determined in accordance with ASTM D1557.

2. CRUSHED STONE/BEDDING MATERIAL

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

3/4 inch crushed stone:

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

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BACKFILL

1 ½ inch crushed stone:

<u>Sieve Size</u>	<u>Weight Passing(%)</u>
2"	100
1"	0-60
¾"	0-30
½"	0-15
3/8"	0-25

3. SAND

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

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

4. AGGREGATE SUBBASE

Aggregate subbase shall be sand or 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 portion which will pass a 3-inch sieve shall meet the grading requirements of the following table:

<u>Sieve Size</u>	<u>Weight Passing(%)</u>
1/4"	25-70
No. 40	0-30
No. 200	0-7

Granular subbase and gravel subbase shall not contain particles of rock which will not pass the 6-inch square mesh sieve.

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

5. AGGREGATE BASE:

Aggregate Base 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 shall meet the grading requirements of the following table:

<u>Sieve Size</u>	<u>Weight Passing(%)</u>
1/2"	45-70
1/4"	0-30
No. 40	0-20
No. 200	0-5

Screened or crushed gravel base shall not contain particles or rock which will not pass the 2-inch square mesh sieve.

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

6. STRUCTURAL FILL AND BACKFILL:

Structural fill shall be a material free from organic matter, frozen material and other deleterious substances. Maximum particle size should not exceed two-thirds of the proposed loose lift thickness. All fill will be compacted to at least 95% of its maximum dry density as determined by ASTM D-6938.

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

<u>Sieve Size</u>	<u>Weight Passing(%)</u>
4"	100
3"	90-100
1/4"	25-90
#40	0-30
#200	0-5

7. REFILL MATERIAL

Refill material for replacement of unsuitable material or rock excavation below grade shall be aggregate subbase material or crushed stone of 3/4 inch maximum size, free from silt, loam, and clay.

8. BEDDING MATERIAL

Where any of the above material is to be used for bedding materials, it shall further meet the following additional criteria. Bedding material shall be so graded that 100% will pass a one (1) inch screen and not more than 10% will pass a 200-mesh sieve. Gradation test results of the bedding material shall be submitted to the Engineer for approval. In the event abnormally unstable or wet conditions are encountered, bedding material shall be crushed stone, if directed by the Engineer.

2.2 UNSUITABLE MATERIAL:

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

PART 3 -EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Scarify and recompact subgrade to density required for subsequent backfill materials.

B. Cut out soft areas of sub grade not capable of insitu compaction. Backfill with approved granular material and compact to a density equal to or greater than requirements for subsequent backfill material.

3.3 BACKFILLING

A. Use suitable materials from excavations which conform to the requirements herein or are approved by the Designer for backfill up to rough grade lines except where these specifications have more stringent or special requirements for certain parts of the contract work. Supply extra fill if there is not enough fill to complete the project. Use no material from any excavation as backfill unless approved by the Designer.

B. Material within two feet of finished grade in any areas within five feet horizontally of any structure shall contain no stone having any dimension exceeding six inches. Excess and unsuitable excavated materials shall be stockpiled onsite at the Owners discretion. In the event sufficient suitable excavated material is not available for backfill, supply a granular backfill.

C. Place materials in layers of thicknesses specified herein but in no case greater than 12 inches before compaction. Wet backfill uniformly, when necessary, to obtain required density. Compact each layer with vibratory compactors before placing next layer.

D. In cross-country runs, trenches shall be backfilled and mounded six inches above surrounding grade in addition to the normal compaction procedure.

E. In backfilling around structures, place material in 8-inch layers and then compact. Allow no heavy machinery within 5 feet of structure during placement. Place no material until structure can withstand the load. Place temporary backfill where required and remove when no longer required. Bring backfill up evenly on all sides of the structure.

F. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

G. Maintain moisture content within 2 percent, plus or minus, of optimum moisture content of backfill materials to attain required compaction density.

3.4 FIELD QUALITY CONTROL

A. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D1557, ANSI/ASTM D136.

B. Compaction testing will be performed in accordance with ANSI/ASTM D6938.

- C. If tests indicate Work does not meet specified requirements per Designer, remove Work, replace, and retest at no cost to Owner.
- D. Frequency of Tests: Compaction Tests -
1. Trench - 1 test every 300 feet or each culvert, each lift.
 2. Site Work / Roads - 1 test every 5,000 S.F., each lift, unless otherwise stated.
- E. Minimum densities following compaction shall be as follows:

<u>Fill and Backfill Location</u>	<u>Modified Proctor Density %</u>
Under or within five feet of structures	95
Fill For Erosion Repair Areas	92
Trenches through unpaved areas	92
In embankment (including temporary)	92
Pipe bedding and trenching	92

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

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

3.5 PROTECTION OF FINISHED WORK

- A. Recompact fills subjected to vehicular traffic.

END OF SECTION