

Lawrence Elementary School  
Benton, ME  
Bidding Documents Educational AV

NOTICE TO CONTRACTORS

PUBLIC SCHOOL PROJECT

Sealed proposals, in envelopes or single PDF file, plainly marked proposal for:

**Lawrence Elementary, Educational AV Systems, Benton, Maine.**  
**Dated: 08/21/2025**

Brief Job Description:

**Furnishing of, coordination, and installation of Educational AV systems for the new Lawrence Elementary School**

Addressed to: MSAD 49  
8 School St.  
Fairfield, ME 04937

**Bids shall be emailed in PDF format, in the same message, delivered to [John@TabbTech.com](mailto:John@TabbTech.com), [lfaulkner@msad49.org](mailto:lfaulkner@msad49.org) and [rhersom@msad49.org](mailto:rhersom@msad49.org) and received no later than 2:00 PM (Eastern Time), on 08/21/2025. Bids received after 2:00 PM (Eastern Time) will not be considered.**

**All interested bidders shall register for addenda and Q/A responses to [John@TabbTech.com](mailto:John@TabbTech.com). Any questions must be submitted via email no later than 12:00 PM on 08/15/2025. Answers will be forwarded to all bidders.**

**A site inspection is not planned as part of this bidding process. Electrical plans are available as part of the bid documentation.**

The owner reserves the right to waive all formalities, and reject any and all proposals, or to accept any proposal. Proposals shall be submitted upon the letterhead of the bidder in pdf format. No decision regarding who is the successful bidder will be made at the time of bid receipts.

Electronic PDF format files of Bidding Documents may be downloaded at:

Maine Business Opportunities website:

<http://www.maine.gov/dafs/bgs/business-opportunities>

**END OF SECTION**

# **Lawrence Elementary School**

**Benton, Maine**

**Request for Proposals**

**for**

**Educational Audio Visual Systems**

I. GENERAL

- A. Divisions 00 Procurement and Contracting Requirements and 01 General Requirements apply to the work herein.
- B. These specifications are for Educational Audio Visual Systems for the new Lawrence School. The school will serve students from grades 3-6.
- C. Vendors to meet all specific features listed in this request for proposal (RFP). If there are alternates in a proposal that would be of benefit to the Owner either through reduced cost or improved functionality specifically indicate which features and specifications are not being included, and what features are being added that are not herein listed, and how these modifications benefit the user (i.e. price/performance).
- D. All work on site must be performed in compliance with rules and guidelines established by the Owner. The winning bidder will be working directly for MSAD 49.
- E. Compliance with all relevant codes including:
  - 1. Local and state building, plumbing, mechanical, electrical, fire and health department and public safety codes agencies.
  - 2. National Fire Protection Association (NFPA).
  - 3. Occupational Safety and Health Act (OSHA).
  - 4. National Electrical Code (NEC).
  - 5. National Electrical Safety Code (NESC).
  - 6. The ICC National Building Code.
- F. Wherever the drawings and specifications do not agree the more stringent must apply. Provide an RFI to the Owner for clarification.
- G. Equipment types included in this RFP
  - 1. Interactive monitors.
  - 2. Audio systems.
  - 3. Multimedia control systems.
  - 4. LCD Displays.
  - 5. Mounts, racks, etc.
  - 6. Cable management.
  - 7. AV cabling.

8. Any power supplies, cables, connectors, or ancillary equipment that is required to allow the specified systems to function.

H. PROJECT CONDITIONS

1. The Lawrence Elementary School is a new facility currently finishing construction.
2. Careful coordination with other trades and the Owner will be required to avoid damage to equipment and finished building areas.
3. The current schedule has the School becoming available for AV installations on or around October 20, 2025 with completion scheduled for October 31, 2025.
4. No standing on equipment or furniture is permitted. Vendor will provide all ladders, lifts, staging, etc. necessary to complete the work.
5. Cleanup will be done daily and removed from site with as much material as possible being recycled. Areas worked in must be left in a vacuumed condition. In all cases leave the area in better condition than you found it.
6. Any repairs required due to incidental damage during AV systems installation will be the responsibility of the AV installer to repair back to new condition. This includes but is not limited to any painting/patching of walls, and replacement of damaged ceiling tiles. Note that all other trades will have completed their work prior to the start of the AV installation.
7. Owner training will be required prior to the beginning of the 2025-2026 winter session. Schedule for training to be coordinated with the Owner according to the parameters listed in Section III – Execution.
8. Related systems provided and installed by others:
  - a. Structured cabling system for Voice, Data and CCTV.
  - b. Intercom and fire alarm systems.
  - c. Conduits, Back Boxes, and Cable Tray.
  - d. Equipment racks and telecommunications backboards (telecommunications only, AV racks are by the AV Contractor).
  - e. Tables and/or counters to hold tabletop AV Equipment.
9. AV Contractor to verify location with Owner before placing any penetrations in furniture or woodwork
10. Verify location of wall blocking provided before mounting monitors and projectors.

I. PERFORMANCE REQUIREMENTS

1. In addition to the bid form include documentation on major system components with the proposal (e.g. brochures or technical data sheets in pdf format).

2. The intent is to select one vendor for all items described in this RFP to simplify system compatibility, training, and service after the sale. It is allowable for the successful bidder to employ sub Contractors to maximize expertise in installation and compliance with the requirements of this RFP.
3. The work must include everything necessary or incidental to complete the installation EXCLUDING wire raceway, raceway fittings, outlet boxes, pull boxes, 120 volt AC power circuits, and insulated ground cables. Such excluded equipment must be furnished and installed by the project Electrical Contractor prior to the start of AV installation work.
4. It is the responsibility of the AV Contractor to properly fire-stop, with an approved fire-stop system, any penetrations to fire rated walls. to accommodate scope of work included as a portion of these Contract Documents.
5. Include all necessary labor, software, programming and the selection of the proper type and quantities of the system components and accessories to assure a complete and operational system.
6. Indicate how the systems will be integrated (hardware, software & user interface) in order to operate as simply as possible.
7. Describe the extent of on site training which is included and the incremental cost to acquire additional on site training as needed.
  - a. Minimum requirement of 2 training sessions per system. These training sessions must include a comprehensive training for personnel, a follow up session after the system has been in use for not less than one month and not more than three months after system acceptance. Coordinate timing with the Owner.
  - b. Each system must have a quick reference guide, laminated and provided for each room where the system is in use. Additionally, (1) paper copy and a pdf file of these guides must be provided to the Owner at time of commissioning.
8. Include proof of manufacturers authorized dealer status for major system components where this is required for extended warranty service.
9. The AV Contractor must maintain staff and equipment required to support and service the installed systems. The AV Contractor must be able to respond to service calls within one (1) business day.
10. The AV Contractor must demonstrate to the satisfaction of the Owner that the AV Contractor has:
  - a. Adequate plant and equipment to pursue the work properly and expeditiously.
  - b. The Contractor's primary business is the provision, fabrication and installation of professional audiovisual and related systems.
  - c. The Contractor has been factory trained in the installation, maintenance and programming of the AV systems included in the proposal. If a subcontractor is used

the subcontractor must also be factory trained in the installation, maintenance and programming of the AV systems.

- d. Adequate staff and technical experience.
  - e. Suitable financial status to meet the obligations of the work including requirements in Division 01 00 00.
11. Each vendor must include a list of at least 3 similar projects completed in the last 5 years. Include contacts for references – name, title, email, telephone number and physical address.

J. WARRANTY

- 1. Provide for the warranty of each delivered system under the following terms and exclusions:
  - a. Warranty all equipment to be free of faulty workmanship and defects, and from damage due to contamination by construction dust and debris for a minimum period of one (1) year from date of final acceptance.
  - b. Paint and exterior finishes, fuses, lamps, and projection lamps excluded from above warranties except when damage or failure results from defective materials or workmanship covered by warranty.
- 2. The terms of individual equipment manufacturers' warranties are not diminished by the minimum warranty provisions specified above.
- 3. As part of warrantee coverage include an interim visit to the site for routine adjustment and maintenance of all equipment. Provide a preliminary schedule for the visit to Owner for approval.
- 4. Three months before the end of each year's warranty, provide the Owner with a proposal for continued service/coverage during the next year.

K. SUBSTITUTIONS

- 1. Where manufacturer's names are listed this is to establish a standard for quality and design. Where one manufacturer's name is mentioned, products of other manufacturers will be acceptable if, in the opinion of the Owner, the substitute product is of quality and features equal to or better than that of the product specified.
- 2. Substitutions are changes, modifications or deviations in those products, materials, equipment, and methods of construction required by the Construction Documents proposed by the Contractor after the receipt of Bids. Substitutions for the convenience of the Contract or subcontractors, or materials suppliers will only be considered if submitted prior to the receipt of Bids, in strict conformance with the Instructions to Sub-bidders. The following must not be considered substitutions:

- a. Changes, modifications, or deviations requested by Bidders during the bidding period and accepted prior to the receipt of Bids must be considered as included in the Contract Documents and are not subject to the requirements of this Section.
  - b. Revisions to Construction Documents requested by the Owner.
  - c. Specified options of products or materials included in the Construction Documents where both a manufacturer and Model/Product # is specified.
    - i. Where specified options include Manufacturer name only but do not specify a specific Model/Product # by said manufacturer the Contractor must submit a Substitution Request per the procedures included within this Section.
  - d. The Contractor's compliance with governing regulations and orders issued by governing authorities, subject to the Owner's prior written notice and approval.
3. Substitution Requests: Request for substitution will be considered only if, in the opinion of the Owner, such substitution will be of benefit to the Owner. Substitution requests after receipt of bids will not be considered solely related to an "or approved equal" clause in the Construction Documents.
  - a. The Contractor's substitution request will be considered by the Owner when all of the following conditions are satisfied, as determined by the Owner; otherwise requests will be returned without action.
    - i. Extensive revision to the Construction Documents are not required.
    - ii. Proposed changes are in keeping with the general intent of the Construction Documents.
    - iii. The request is timely, fully documented and properly submitted.
    - iv. A benefit to the Owner can be shown long term.
4. Detailed specifications and, if the Owner determines it is necessary, samples of proposed alternate products must be provided to the Owner for review prior to purchase or installation of proposed alternates.
5. Cost for removal and replacement of any unapproved alternates pertaining to the items specified in this section is the sole responsibility of the AV Contractor.
6. Where HDBaseT is used to connect to projectors or monitors it is acceptable to use either an integrated HDBaseT port on the display device or an external receiver. If an external receiver is used it must be from the same manufacturer as the transmitter. Any costs for additional receivers and cables between devices must be included in the base bid. Where integrated receivers are used the submittal must include documentation that the transmitter and receiver ends are certified to work seamlessly together. The cost for remediating any HDBaseT issues due to incompatibility between the transmitter and receiver, including integrated receivers, is the sole responsibility of the AV contractor and must be resolved at no additional cost to the Owner.

L. SUBMITTALS

1. Provide submittals in PDF format following award of contract. Submittals must be approved in writing prior to commencing work.

2. Submittals must be provided as a complete set, not product by product. Failure to do so will result in rejection of the submittal.
3. Submittal documentation must include the following:
  - a. Table of contents.
  - b. AV Contractor Name, Contact Name, Address, Telephone Number, and email address.
  - c. Name, Contact Name, Address, Telephone Number, and email address of any Subcontractors.
  - d. Manufacturers' certificate of warranty for the complete (or each and every of the various subsystems) systems. Clear documentation of effective warranty periods. All warranties must be filled out in the Owner's name and dated to begin following final acceptance of the installation.
  - e. Elevations for AV control racks where applicable.
  - f. Wiring diagrams for connectivity between equipment for each AV system.
  - g. A complete list, with quantities, of ALL equipment and materials which are to be furnished. Accompanying the list must be manufacturers' specification or cut sheets for all sound system equipment (e.g. microphones, audio program source equipment, power amplifiers, speakers), audio-visual equipment (e.g. projectors, program source equipment, monitors, video processing equipment), AV control equipment (e.g. Touch Screens, system controllers, interface/control cards), and any other MAJOR items of equipment. All items must reference the product tag (e.g. INT, PRJ1) shown in the specifications.
  - h. Details of proposed equipment suspension including attachment methods, weights, and suspension locations approved by the AV Contractors' Structural Engineer.
  - i. Details showing camera/projector/television/flat panel display mounting.
  - j. Maintenance Documentation including the following:
    - i. List of all equipment by manufacturer.
    - ii. Information necessary for the Owner's technical staff to perform routine and/or corrective maintenance.
    - iii. List of all spare parts including replacement lamp part numbers.
    - iv. Original copies of manufacturer's installation and operation instructions arranged alphabetically by manufacturer.

## II. PRODUCTS

- A. The work of this Section consists of the provision of all materials, labor and equipment and the



like necessary and/or required for the complete execution of all audiovisual system equipment and related work for this project as required by the specifications, schedules, keynotes and drawings, including, but not limited to the following:

1. Supply only new equipment, parts and material, and protect all equipment from construction dust and debris until final acceptance. Operate only as required for testing as part of installation procedure. Provision of all manufactured components, installation, wiring, and testing is the responsibility of a single AV Contractor.
  2. The system drawings indicate the general layout of the various items of equipment and their functional relationships. However, layout of equipment, accessories, and conduit systems are diagrammatic unless specifically detailed and do not necessarily indicate every item required for a complete installation. Provide any incidental equipment needed in order to result in a complete and operable system even if not specified or shown on drawings without claim for additional payment.
  3. Refer to the Electrical floor plan drawings for receptacle back-box location and quantity information.
  4. Supply and install miscellaneous steel above finished ceiling for mounting projectors and sound system devices (speakers, etc.).
  5. All primary conduit and wireways, AC power, and network data drops shown on the system Contract Drawings are included in the Electrical Contractor's scope of work and are not to be provided in this Contract. Supply and install all additional conduit and wireways to the extent not included in the electrical scope in order to provide a complete and operable system.
  6. Provide a contact closure to the audio digital signal processor in each local sound system to recall a setting that mutes all program audio when a signal is received from the fire alarm system or when a paging announcement is made through the building-wide Public Address system. Provide appropriate cabling to complete the contact closure installation and coordinate connection and testing with Fire Alarm and Public Address system.
  7. This AV Contractor must furnish, install and maintain in safe and adequate condition all mechanical hoisting equipment, operating personnel, rigging, staging, planking, and scaffolding that is necessary for the proper execution of the work of this section.
- B. All AV cabling, connectivity, faceplates, patch panels, etc. must be the responsibility of the AV Contractor.
1. All HDBaseT cabling must be Cat6A shielded with shielded jacks, patch panels, and patch cords included and installed to provide a shielded system from end to end.
  2. All AV cabling run in cable trays must be placed neatly.
  3. All cabling and patch cords between components must have cable management or be sleeved with expandable braided sleeving to look neat and professional.

4. HDMI cables must be certified by the manufacturer for the lengths required when installed on this project, including associated patch cords and mated connectors. This information must be documented in the submittals.
  5. All cabling, equipment, and device endpoints must be labeled based on the device and location they are connected to. Labels must be mechanically produced and resistant to smudging and wear and match the font type, size, and color of the IT components.
  6. No cabling or outlets associated with monitors must be visible once monitor is in place. Where this is not possible due to location of power, data, or AV outlets, cabling must be neatly dressed and enclosed in a cable loom where more than one cable is run together.
- C. Power, and Data connectivity is provided by others to the faceplates. It is the responsibility of the AV Contractor to provide patch cables for these links to all associated monitors, projectors, etc. Where there is a data drop for connection to an AV device the hard wired connection must be used, WiFi must not be used where there is a cabled option. Faceplates for AV systems must be stainless steel.
- D. AV Cabling between input locations and the display device are the responsibility of the AV installer. This must be HDMI for runs below 35-feet with the cable tested and verified to perform at full resolution.
- E. All power supplies and associated equipment required for the equipment listed here or on the drawings to function is the responsibility of the AV Contractor.
- F. Any software required for the full operation of equipment (i.e. interactive projectors) must have licensing included for a minimum of 1-year from final acceptance. Any future licensing expenses beyond the first year must be clearly identified in the proposal as a separate item.
- G. Classroom Audio Systems
1. Basis of design is Lightspeed Topcat Access system with each classroom having the components of (1) Topcat base station, (1) Media Connector, (1) Pendant Microphone, (1) Handheld Microphone.
    - a. Topcat in-ceiling wireless audio base station
      - i. 20W power output.
      - ii. Wireless media connection.
      - iii. Point to pair feature to easily enable adding components to the system and allowing teacher mobility between rooms.
      - iv. Two-way audio for distance learning.
      - v. Combination flat panel and cone speaker to deliver highly intelligible speech throughout the classroom from a single central point in the ceiling.
      - vi. Direct AC Mains power input. (A licensed electrician must be employed by the

AV contractor to make AC connections from the above ceiling electrical junction box to the Topcat).

- vii. Page mute and fire alarm mute must be included and connected to the school intercom system and fire alarm system. (Note this will require coordination with the intercom and fire alarm installers) Cabling between the page/fire alarm mute and the school intercom is the responsibility of the AV contractor.
- viii. Provide a hard-wired connection to the Topcat from the audio out on the classroom monitor.

b. Media Connector

- i. Wireless audio transceiver.
- ii. USB powered.
- iii. Access Technology.
- iv. USB-C 2-way digital audio interface.
- v. (4) 3.5mm stereo audio inputs.
- vi. (2) 3.5mm stereo audio outputs.

c. Pendant Microphone

- i. Access Technology.
- ii. Uni-directional dynamic microphone.
- iii. +/-12dB volume control.
- iv. 3.5mm earbud output.
- v. 8-hour battery life (fully charged).
- vi. USB C for charging and audio input.
- vii. On/off/mute switchable
- viii. magClasp lanyard.

d. Handheld Microphone (for student pass around).

- i. 1.9Ghz Access Technology.
- ii. Uni-directional dynamic microphone.
- iii. +/-12dB volume control.
- iv. USB C for charging and audio input.
- v. 8-hour battery life (fully charged 3.7V Lilon battery pack).
- vi. Charging cradle.

vii. On/off/mute switchable

H. Interactive Monitors

1. Classroom Monitors

- a. Basis of design is ClearTouch 6000A+, Samsung Interactive Display WAF, or approved alternate.
- b. 4K UHD resolution.
- c. Integrated Android operating system to allow operation independent of a connected device.
- d. 86" class diagonal viewable area, unless noted otherwise (75" for mobile applications).
- e. 20-point touch system.
- f. LED light source.
- g. 50,000 hour rated life for backlight.
- h. Integrated Wireless Adapter which will allow Mac, PC, Chrome, Android, and IOS devices to stream directly to the monitor.
- i. Include Wall Mount.
- j. (3) HDMI inputs.
- k. (1) 3.5mm audio out.
- l. (2) USB 3.0 ports.
- m. 10/100/1000 Ethernet port. The Ethernet port must be used to connect the monitor to the building network, not wifi.
- n. Built in annotation, internet browser and casting software.

2. Mobile Stand for interactive Monitors

- a. Support for 75" monitors as provided on the project.
- b. Locking casters.
- c. Manually adjustable height.

I. LCD Monitors

1. Monitors must be the size class indicated by the number in their tag (e.g. LCD55 indicates a 55" class monitor). See room program sheet for size and location.
2. must support HDCP 2.2.
3. LED direct lit.

4. Full UHD, 3840P native resolution.
  5. Display ratio: 16:9
  6. Brightness: minimum of 300cd/square meter.
  7. Refresh rate: 60Hz.
  8. IR remote control must be provided for each monitor and affixed to the side or rear of the monitor with velcro.
  9. Input terminals:
    - a. 2-HDMI.
    - b. 1-USB-C
  10. Monitors must NOT be "Smart TV's". No internet browsing or other capabilities must be built in.
  11. Wall mounts must be provided with each monitor. Mounts must have adjustable tilt, from +0 to -12 degrees.
- J. Conferencing soundbar
1. Basis of design is the HP Poly Studio V12 USB Video Bar.
  2. 4K, 120deg FoV camera.
  3. Noise Block and Acoustic Fence technologies to cancel background noise interference.
  4. USB connectivity with conference sessions initiated and run through the users laptop.
  5. Speaker framing, People framing, and Group framing.
  6. Integrated mics and stereo speakers.
  7. Up to 15ft audio pickup range.
- K. Stage Projectors (2)
1. Basis of design in the Epson PowerLite L895E
  2. Projectors must be mounted to the ceiling above the stage, include all mounts and hardware required for a secure and stable installation.
  3. Projector output must be a minimum of 8,000 lumens with a maintenance free laser light source.
  4. WUXGA with 4K enhancement.
  5. 30,000-hour rated life without filter change.
  6. Input from AV control system on Stage must be installed (conduit by others).

7. Output to Sound system on Stage must be installed (conduit by others).
  8. Output to video projector interface on motorized projection screen must be installed. Video projector interface provided by the screen installer, screen is Draper Acument XL E with LVC-IV control module.
  9. Include wireless streaming device compatible with IOS and Chrome devices that allow full audio and video connectivity to the projector via a WiFi link.
    - i. Note that this device (or the projector if integrated) must have access to a wired Cat6 link which must be used to tie this device to the network.
    - ii. Include Patch cords to connect to the network.
- L. Stage control system
1. Consult with the Owner on configuration of the stage controller on configuration of control buttons and configuration of function of the control system.
  2. System must integrate control of projectors, screens, audio direction, volume, and source selection.
  3. Provide and install a lockable wall mount cabinet to house the stage AV control system, amplifiers, mixers, wireless receivers, and accessories.
  4. Provide and install a touch screen interface to allow users to access all the functions required for basic operation of the system without entering the AV cabinet.
- M. Stage Audio
1. Provide (2) speakers on each side of the stage at locations shown on the drawings (Cafeteria and Gym).
  2. Gym side speakers must have metal grills and be resistant to impacts from objects.
  3. Mounting systems for speakers must be engineered to include redundant supports (e.g. safety wires) to prevent speakers falling in the event that the primary support system fails.
  4. Speakers shall be engineered to provide clear intelligibility throughout each space and +/- 3db sound levels from 60-20,000hz. Provide submittal that includes full specifications for selected speakers on each side.
  5. Each side shall have separate amplifiers with a minimum of 300W per channel.
- N. Stage microphones
1. Include the following with the stage audio system:
    - a. (4) Shure SM58 microphones with 20' XLR cables.
    - b. (2) Shure GLXD24R+/SM58 handheld wireless systems including power supply, and 3' XLR cable to connect to the mixer. Integrate receivers in the stage AV rack.

- c. (4) telescoping microphone stands.
- O. Stage input locations
  - 1. From each of the (6) stage floor boxes provide and install the following links to the AV cabinet:
    - a. (2) XLR microphone connectors.
    - b. (1) Cat6 terminated on RJ45 Cat6 Jacks.
- P. Portable PA System (1)
  - 1. Basis of design is Peavey Escort 6000.
  - 2. All in one Portable PA system with luggage style case and wheels.
  - 3. (2) 10" k2-way PA speakers with stands.
  - 4. (9) channel powered mixer with 300W per channel output power.
    - a. (7) combination XLR/1/4" jacks.
    - b. (2) media channel with dual RCA and 3.5mm inputs
  - 5. Integrated USB MP3 player.
  - 6. Integrated Bluetooth receiver.
  - 7. Individual level control for each input.
  - 8. In addition to the standard package include the following:
    - a. (2) Shure SM58 microphones with 20' XLR cables.
    - b. (1) Shure PGXD24/BETA58 handheld wireless system including power supply, and 3' XLR cable to connect to the mixer.

### III. EXECUTION

- A. Standard Classroom with Interactive monitor and Topcat Audio system.
  - 1. Monitor must be mounted at location designated between the whiteboards (whiteboards provided by others).
  - 2. Provide 9-foot HDMI cable with each system for connection to classroom devices.
  - 3. Audio out from the projector must be hard-wired to the input on the Topcat system.
  - 4. Wireless streaming to the monitor must be configured for Macs, iPads, and Chromebooks.
- B. Standard Conference rooms

1. Monitor (LCD65) must be located as shown on the drawings or indicated in the room schedule.
2. There must be a single input location with an HDMI cable to the monitor. Additionally an HDMI patch cord must be provided that is able to reach any seat at the table in the room.
3. Control of the monitor must be through an IR remote included with the monitor. Remote must be velcro-ed to the back of the monitor in an accessible location for storage.
4. Patch cords are the responsibility of the AV Contractor. At the monitor cables include Network, and HDMI.

C. Stage Projectors (2)

1. Projectors must be mounted to the ceiling above the stage.
2. Input from AV control system on Stage must be installed (conduit by others).
3. Output to Sound system on Stage must be installed
4. Output to video projector interface on the motorized screens must be installed. Video projector interface provided by the screen installer, screen is Draper Acument XL E with LVC-IV control module.
  - a. Include wireless streaming device compatible with IOS and Chrome devices that allow full audio and video connectivity to the projector via a WiFi link.
    - i. Note that this device (or the projector if integrated) must have access to a wired Cat6 link which should be used to tie this device to the network.
    - ii. Include Patch cords to connect to the network.

D. Stage AV system

1. System must integrate control of projectors, screens, audio direction, volume, and source selection.
2. The stage is open to both the gym and cafeteria and the system must be able to accommodate performances oriented toward either side.
3. There are (2) Draper Acumen XL E motorized rear projection screens with a viewing area of 87.5"H x 140"W on each that have been provided by others. Each screen includes an internal LVC-IV control module that must be integrated into the overall AV control system to coordinate with projector use.
4. Audio system must automatically switch to play toward the same side as the projector in use.
5. Provide both HDMI and USB-C connectivity for local devices at the AV cabinet, that are accessible without opening the cabinet.



E. FIELD QUALITY CONTROL

1. Provide single on site job supervisor to coordinate with all trades.
2. There will be a mandatory Pre-Start Meeting to review existing conditions and project schedule with Owner.
3. Owner will require a schedule to be submitted prior to commencing along with a Purchase & Delivery Schedule to be updated monthly.
4. Perform operational test with Owner upon completed installation to verify proper operation of all systems.

F. FIELD SERVICES

1. Make final connections to units.
2. Perform field inspection and testing.
3. Demonstrate system operation and provide on site training.
4. Provide the services of an authorized technician of the manufacturer of the equipment to supervise the installation and final connections, plus adjusting, programming and all testing of the system required to assure a complete and fully operating facility and to instruct designated personnel in the operation, adjustment, testing and maintenance of the system.
5. Include testing at substantial completion. Invite the Owner, and Design Consultant to witness each test, provide two weeks advance notice to schedule the witnessing of the tests.

G. SYSTEM TESTS AND ADJUSTMENTS

1. The AV Contractor must be responsible for preliminary field tests and adjustments of the completed audio-visual communication systems prior to the time reserved for system equalization. Such tests must be made in conformance with the recommendations of the equipment manufacturer.
2. A full report of all tests conducted and their results must be provided to the Owner prior to substantial completion.
3. System tests and adjustments must include but not be limited to the following:
  - a. Verification that all speakers are properly installed, tapped, and circuited as indicated on the drawings.
  - b. Testing of each speaker to ascertain that none of the units "squawk" or "rattle" when energized with one-third octave bands of pink noise at a nominal input power of two watts.
  - c. Functional tests of all individual audio, video and control equipment.
  - d. Phasing of all microphones, microphone cords and microphone inputs.

- e. Alignment, convergence and source input settings for each video projector and flat panel display.
- f. Functional tests of all audio-visual control system software functions.
- g. Functional tests of the installed systems as required to assure that the systems are ready for operation.
- h. Include photo of each AV rack both front and back with component labels.

H. SYSTEM WARRANTY AND MAINTENANCE

- 1. The AV Contractor must warranty the audio-visual communication system against defects in materials and workmanship, including any required parts and labor, during a one year warranty period from date of final acceptance or first beneficial use, whichever occurs first, of the completed audio-visual communication system at no cost to the Owner.
- 2. The AV Contractor must provide a 1-year service contract from the date of final acceptance at no additional charge.
- 3. The AV Contractor must make at least two visits to the facility to determine that all equipment is functioning satisfactorily, and to perform any maintenance services that may be required. The first of these visits must occur approximately six months after the commencement of the warranty period, and the second visit must occur approximately six months thereafter, but prior to the end of the warranty period.
- 4. Maintenance services requiring additional visits must also be performed at no charge to the Owner. Maintenance services must consist of, but not be limited to, operational tests and checks of all equipment.
- 5. Any defective equipment discovered during any maintenance visit must be repaired or replaced under the terms of the warranty. The AV Contractor must not be liable for equipment damaged by improper use, negligence, or acts of nature.

I. OPERATING AND MAINTENANCE INSTRUCTIONS

- 1. The AV Contractor must assemble (2) operating and maintenance instruction notebooks and a PDF copy, as described below, for the audio-visual communication system, and forward accurate field drawings of all wire numbers and control panel and patch panel engraving (for use in record drawing revisions) together with the notebooks.
- 2. Operating Instruction notebook contents must include a Table of Contents, system operating instructions, manufacturers' operating instructions, instructions on systems test and adjustments, warrantee information, manufacturers' service manuals having schematic diagrams and parts lists, 11X17 record drawings, and any other information pertaining to the operation and routine maintenance of each major item of electronic equipment.
- 3. Use section tabs with color coded labels (similar to Avery Big Tabs) to neatly organize all

equipment manuals by category and other required sections. Where possible, manufacturers' original documents must be furnished. Photocopied materials must be equally legible as the originals.

- a. Provide condensed operating instruction sheets for all systems on a laminated 8.5 x 11" sheet for each room with AV equipment.
- b. Provide a paper copy in each notebook and an electronic copy of condensed operating instructions in pdf format.
- c. Provide a photograph of each rack both front and rear with components labeled.

J. TRAINING

1. Provide training on operation of all control systems.
2. Configuration of the digital signage both changing the graphical appearance and content.
3. Minimum requirement of 2 training sessions per system.
  - a. These training sessions must include a comprehensive training for personnel and a follow up session after the system has been in use. Coordinate timing with the Owner.
  - b. Training sessions may need to be divided to keep the number of attendees to a manageable number, dividing a training session does not constitute conducting multiple trainings.
  - c. Each system must have a quick reference guide, laminated and provided for each room where the system is in use. Additionally, (1) paper copy and a pdf file of these guides must be provided to the Owner before commissioning and training.
4. A 5% retainer must be withheld until the final training is completed.

K. ADJUSTING

1. System adjustments must be done once at substantial completion and again 6 months thereafter at a time to be coordinated with the Owner.
2. Projectors must be mounted and aimed to maximize image size on the projection surface and calibrated to ISF standards.
3. Unless otherwise directed, all projectors must be configured to operate in economy mode.
4. Monitors must be calibrated to ISF standards.

**End of Section**

Room Number	Room Name	Interactive Monitor	Audio Sys	Monitor	Mobile Interactive Monitor
A101	LOBBY				
A102	ADMIN OFFICE & RECEPTION				
A103	VOLUNTEER				
A104	CONFERENCE			1	
A106	STAFF COPY / MAIL				
A108	PRINCIPAL				
A110	ASST. PRINCIPAL				
A111	ADMIN SUPPLY				
A112	NURSE				
A115	LIE DOWN				
A123	GYMNASIUM				
A125	PE OFFICE				
A130	PE OFFICE				
A140	PLATFORM				1
A141	PLATFORM STOR.				
A143	CAFETERIA				
A147	FS OFFICE				
A156	BAND	1	1		
A160	GENERAL MUSIC	1	1		
B101	GUIDANCE WAITING				
B102	STUDENT RESOURCES				
B103	MENTOR CONFERENCE			1	
B104	SOCIAL WORK				
B105	SOCIAL WORK				
B106	COUNSELOR				
B107	COUNSELOR				
B111	IEP CONFERENCE			1	
B112	AGENCY OFFICE				
B113	TECHNOLOGY				
B114	TECH. STOR.				
B115	ART	1	1		
B119	STAFF ROOM				
B120	PLANNING WORK ROOM			1	
B124	CLASSROOM	1	1		
B125	SPEECH				
B126	TUTORING				
B127	CLASSROOM	1	1		
B130	RESOURCE	1	1		
B134	CLASSROOM	1	1		
B135	TUTORING				
B136	CLASSROOM	1	1		
B137	BOOK ROOM				
B138	INTERVENTION				
B139	CLASSROOM	1	1		
B140	TUTORING				
B141	CLASSROOM	1	1		
B142	CLASSROOM	1	1		
B143	TUTORING				
B144	OT/PT				
B147	NETWORK/ MDF				
B150	LC WORKROOM				
B151	IT OFFICE / WORKROOM			1	
B152	LC OFFICE				
B153	SMALL GROUP			1	
B154	LEARNING COMMONS	1	1		
B155	SMALL GROUP			1	
B202	LIFE SKILLS	1	1		
B205	STAFF ROOM				
B209	PLANNING WORK ROOM				
B210	COOKING CLASSROOM				
B212	DAY TREATMENT				
B215	DAY TREATMENT CORR.				
B221	DAY TREATMENT				
B225	CLASSROOM	1	1		
B226	SPEECH				
B229	CLASSROOM	1	1		
B231	RESOURCE	1	1		
B235	CLASSROOM	1	1		

B237	CLASSROOM	1	1		
B239	INTERVENTION				
B240	SCIENCE	1	1		
B241	CLASSROOM	1	1		
B243	CLASSROOM	1	1		
B245	CLASSROOM	1	1		
C100	CORRIDOR				
C101	STEM	1	1		
C102	COLLABORATION				
C103	CLASSROOM	1	1		
C105	CLASSROOM	1	1		
C106	IDF				
C107	CLASSROOM	1	1		
C109	INTERVENTION				
C110	CLASSROOM	1	1		
C112	CLASSROOM	1	1		
C115	RESOURCE	1	1		
C116	CLASSROOM	1	1		
C118	CLASSROOM	1	1		
C201	CLASSROOM	1	1		
C203	CLASSROOM	1	1		
C207	IDF				
C208	CLASSROOM	1	1		
C210	INTERVENTION				
C211	CLASSROOM	1	1		
C213	CLASSROOM	1	1		
C216	RESOURCE	1	1		
C217	CLASSROOM	1	1		
C222	CLASSROOM	1	1		
C223	TUTORING				
		39	39	7	1
		Interactive Monitor	Audio Sys	Monitor	Mobile Interactive Monitor

PROPOSAL FORM  
PUBLIC SCHOOL PROJECT

BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO: MSAD 49  
8 School St.  
Fairfield, ME 04937

**John@TabbTech.com**  
**rhersom@msad49.org**  
**lfaulkner@msad49.org**

- A. Having carefully examined the form of contract, general conditions and plans and specifications dated 08/08/2025

Prepared by:

For: Lawrence Elementary School, Benton, ME.

as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this proposal for the amount of:

Base Bid \_\_\_\_\_ Dollars \$ \_\_\_\_\_

- B. This proposal includes the following addenda to the plans and specifications:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

- C. The undersigned agrees, if awarded the contract, to start the work on **10/15/2025** and complete the work as outlined in section I.I.3.

Any material or materials not specified in the bidding document but deemed worthy of consideration may be introduced by the bidder in a separate letter attached to this proposal. A cost comparison must be included giving the comparison with the material specified and the reason for the suggested substitution. The basic bid shall be as specified.

The undersigned agrees, if this proposal is accepted, to sign a contract and deliver it, along with the bonds and affidavits of all insurance specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a holiday, a Saturday or Sunday, then the conditions will be fulfilled if the required documents are received before 12:00 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday, and as a guarantee thereof, herewith submits a certified or cashiers check or bid bond as required.

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
P.O. Address

NOTE: If bidder is a corporation, write state of incorporation, and if a partnership, give full names of all partners.

**END OF SECTION**

**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 72 13**  
**General Conditions**

Table of Contents of this General Conditions Section

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

**00 72 13**  
**General Conditions**

**1. Preconstruction Conference**

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

**2. Intent and Correlation of Contract Documents**

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

**00 72 13**  
**General Conditions**

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.

**00 72 13**  
**General Conditions**

- 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.

**00 72 13**  
**General Conditions**

- 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.

**00 72 13**  
**General Conditions**

- 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 |



**00 72 13**  
**General Conditions**

**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,

**00 72 13**  
**General Conditions**

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.

**00 72 13**  
**General Conditions**

**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.

**00 72 13**  
**General Conditions**

- 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.

**00 72 13**  
**General Conditions**

- 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.

**00 72 13**  
**General Conditions**

- 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.

**00 72 13**  
**General Conditions**

- 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

**00 72 13**  
**General Conditions**

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.



**00 72 13**  
**General Conditions**

- 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

**00 72 13**  
**General Conditions**

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.

**00 72 13**  
**General Conditions**

**30. Termination of Contract and Stop Work Action**

- 30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:
- .1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
  - .2 a receiver is appointed due to the Contractor's insolvency, or
  - .3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
  - .4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
  - .5 the Contractor persistently disregards laws, ordinances or the instructions of the Consultant, or is otherwise found guilty of a substantial violation of a provision of the Contract Documents.
- 30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance 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.

**00 72 13**  
**General Conditions**

- 31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.
- 31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.
- 31.4 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Document.

**32. Payments to the Contractor**

- 32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.
- 32.2 The Contractor shall submit an application for each payment ("Requisition for Payment") on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 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.

**00 72 13**  
**General Conditions**

- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

**33. Payments Withheld**

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

**00 72 13**  
**General Conditions**

**35. Workmanship**

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant's decision on the quality of work shall be final.
- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.
- 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.

**00 72 13**  
**General Conditions**

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

**37. Date of Completion and Liquidated Damages**

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

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

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

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.

**00 72 13**  
**General Conditions**

- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.
- 38.1.3 In any mediation between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.
- 38.2 Arbitration
- 38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.
- 38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- 38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- 38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.



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

**PART 1- GENERAL**

**1.1 Related Documents**

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

**1.2 Summary**

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

**1.3 Requirements**

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

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

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

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

SEE KENNEBEC COUNTY 2025 FAIR MINIMUM WAGE RATES ATTACHED TO THIS RFP.

End of Section 00 73 46

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.**

**2025 Fair Minimum Wage Rates – Building 2 Kennebec County (other than 1 or 2 family homes)**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$42.55	\$28.02	\$70.57
Bulldozer Operator	\$34.44	\$2.26	\$36.70
Carpenter	\$32.59	\$11.94	\$44.53
Cement Masons And Concrete Finisher	\$26.50	\$0.00	\$26.50
Construction And Maintenance Painters	\$28.00	\$1.53	\$29.53
Construction Laborer	\$24.00	\$1.80	\$25.80
Crane And Tower Operators	\$37.50	\$11.94	\$49.44
Crushing Grinding And Polishing Machine Operators	\$27.50	\$5.64	\$33.14
Earth Drillers - Except Oil And Gas	\$22.05	\$1.19	\$23.24
Electrical Power - Line Installer And Repairers	\$43.26	\$16.55	\$59.81
Electricians	\$34.70	\$10.93	\$45.63
Elevator Installers And Repairers	\$71.21	\$43.75	\$114.96
Excavator Operator	\$32.00	\$5.91	\$37.91
Fence Erectors	\$26.00	\$2.63	\$28.63
Flaggers	\$20.50	\$0.40	\$20.90
Floor Layers - Except Carpet/Wood/Hard Tiles	\$26.50	\$3.83	\$30.33
Glaziers	\$46.26	\$22.61	\$68.87
Grader/Scraper Operator	\$31.00	\$6.86	\$37.86
Hazardous Materials Removal Workers	\$21.13	\$1.14	\$22.27
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$35.00	\$5.56	\$40.56
Heavy And Tractor - Trailer Truck Drivers	\$25.00	\$1.13	\$26.13
Highway Maintenance Workers	\$22.85	\$4.79	\$27.64
Industrial Machinery Mechanics	\$30.00	\$4.60	\$34.60
Industrial Truck And Tractor Operators	\$26.17	\$3.49	\$29.66
Insulation Worker - Mechanical	\$24.00	\$4.71	\$28.71
Ironworker - Ornamental	\$31.37	\$25.82	\$57.19
Light Truck Or Delivery Services Drivers	\$27.99	\$1.97	\$29.96
Loading Machine And Dragline Operators	\$25.50	\$4.99	\$30.49
Millwrights	\$35.95	\$13.84	\$49.79
Mobile Heavy Equipment Mechanics - Except Engines	\$30.00	\$5.67	\$35.67
Operating Engineers And Other Equipment Operators	\$28.50	\$3.54	\$32.04
Paving Surfacing And Tamping Equipment Operators	\$28.60	\$12.03	\$40.63
Pile-Driver Operators	\$36.00	\$2.87	\$38.87
Pipe/Steam/Sprinkler Fitter	\$30.75	\$7.19	\$37.94
Pipelayers	\$27.48	\$4.72	\$32.20
Plumbers	\$34.50	\$5.74	\$40.24
Pump Operators - Except Wellhead Pumps	\$56.03	\$34.76	\$90.79
Radio Cellular And Tower Equipment Installers	\$30.00	\$4.85	\$34.85
Reinforcing Iron And Rebar Workers	\$56.69	\$2.27	\$58.96
Riggers	\$30.50	\$8.25	\$38.75
Roofers	\$24.67	\$3.60	\$28.27
Sheet Metal Workers	\$28.46	\$6.44	\$34.90
Structural Iron And Steel Workers	\$31.37	\$4.16	\$35.53
Tapers	\$29.00	\$2.40	\$31.40
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$30.42	\$9.75	\$40.17
Telecommunications Line Installers And Repairers	\$30.00	\$2.30	\$32.30

**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**

**Expiration Date: 12-31-2025**  
**Revision Date: 2-3-2025**