

**MAINE BUREAU OF PARKS AND
LANDS**

PROJECT MANUAL

For

FLOAT PILE REPLACEMENT

**Chandler Bay and St Croix River Boat
Launch Facilities,
Jonesport and Robbinston, Maine**

Issued for Bid

April 8, 2019

PINNACLE HILL ENGINEERING

PROJECT MANUAL

For

FLOAT PILE REPLACEMENTS

Chandler Bay and St Croix River Boat Launch Facilities,
Jonesport and Robbinston, Maine

BREM #3013

Issued for Bid

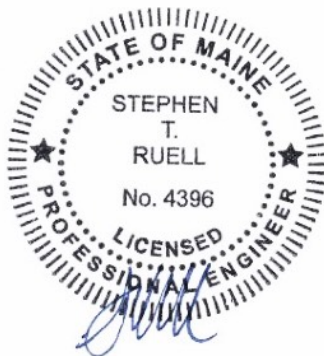
April 8, 2019

Prepared for:

**MAINE DEPARTMENT OF AGRICULTURE, CONSERVATION AND
FORESTRY**

BUREAU OF PARKS AND LANDS

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TABLE OF CONTENTS

DIVISION 00

00 11 13	Notice to Contractors
00 21 13	Instructions to Bidders
00 41 13	Contractor Bid Form
00 43 13	Contractor Bid Bond Form
00 52 13	Construction Contract Agreement
00 61 13.13	Contractor Performance Bond
00 61 13.16	Contractor Payment Bond
00 71 00	Definitions
00 72 13	Standard General Conditions
00 73 46	Wage Determination Schedule
	Sample Construction Phase Forms (download form templates from BREM website)
	Requisition for Payment
	Change Orders

SPECIFICATIONS

01 01 10	Summary of Work -Jonesport
01 01 11	Summary of Work -Robbinston
01 34 00	Submittals
02 36 00	Steel Pipe Piles
02 36 01	Timber Piles

APPENDIX A

PLANS

Sheet J1	Jonesport Site Location Plan
Sheet J2	Jonesport Plan
Sheet J3	Jonesport Pile Details
Sheet R1	Robbinston Site Location Plan
Sheet R2	Robbinston Plan and Profile
Sheet R3	Robbinston Pile Details

APPENDIX B Reference Documents for Robbinston

Photos of Existing Site
Record Drawings of Existing Site

APPENDIX C Reference Documents for Jonesport

Photos of Existing Site
Record Drawings of Existing Site

00 11 13
Notice to Contractors

Bid proposals are invited for the

FLOAT PILE REPLACEMENTS
Chandler Bay and St Croix River Boat Launch Facilities,
Jonesport and Robbinston, Maine
Maine Dept. of Agriculture, Conservation and Forestry
Bureau of Parks and Lands

The project involves work at two sites for the installation of three timber pile dolphins at the existing state boating facility in Jonesport and four steel pipe piles at the existing state boating facility in Robbinston, including relocation of connection hardware on Owner furnished floats.

The cost of the work is approximately \$140,000. The work to be performed under this contract shall have Final Completion by May 30, 2020.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "Bid for Jonesport and Robbinston Pile Replacement" and addressed to:

Joseph Ostwald, Director
Division of Planning, Design, and Construction
77 State House Station
Burton M. Cross Office Building
111 Sewall Street, 4th Floor
Augusta, Maine 04333

will be opened and read aloud at *the address shown above, Room 401* at **2:00 p.m. on May1, 2019**. Bids submitted after the noted time will not be considered and will be returned unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents.
3. The Bids will be evaluated to determine the lowest responsible bid total that will construct both projects, which may be either 1) the sum of the lowest individual Jonesport bid plus the lowest individual Robbinston bid or 2) the lowest of the submitted combined bids. Then 1) and 2) will be compared and the selected bid or bids will be that which is lowest overall. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner. The Owner reserves the right to split the award and select the lower of the bids for each site.
4. Bid security is required on this project.
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BREM website.

00 11 13
Notice to Contractors

5. Performance and Payment Bonds are required on this project.
The selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BREM website.
6. Filed Sub-bids *are not required* on this project.
7. There are no Pre-qualified General Contractors on this project.
8. There will not be an on-site pre-bid conference for this project. Bidders are encouraged to visit the sites.
9. Bid Documents - full sets only - will be available on or about April 8, 2019 and will be distributed through the Bureau of General Services website. Bid Documents are available at no cost as electronic PDF format files.
 - a. Electronic Copies may be downloaded from the BREM State of Maine website:
<https://www.maine.gov/dafs/brem/business-opportunities#rfp>
 - b. Questions may be asked by email sent to the Engineer. Addenda and answers to questions will be posted on the BREM website. They will also be sent directly by email to bidders who have registered as Planholders with the Engineer. To register send an email with name and address and provide a return email address and phone number for receiving notices to:
PinnacleHillEngineering@gmail.com
 - c. Paper Copies- full sets only - will be available by mail on or about the date of advertisement and may be purchased by mailing a check for \$75 to:
Pinnacle Hill Engineering
33 Pinnacle Rd
Canaan, Maine 04924
10. Bid Documents may also be examined at:

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

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1. A bidder is a Contractor who is qualified, or has been specifically pre-qualified by the Bureau of Real Estate Management, 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 Real Estate Management 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.
- 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.

00 21 13
Instructions to Bidders

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 and the State of Maine.
- 2.2. Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest sum of an acceptable Base Bid plus any Alternate Bids the Owner elects to include. An acceptable bid is one from a responsive and responsible bidder.
- 2.3. The Owner is exempt from the payment of Federal Excise Taxes and Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes on items "...physically incorporated in real property ...". The bidder shall not include these taxes in their bid. See Section 00 72 13 for additional information.

3. Submitting Bids and Bid Requirements

- 3.1. Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2. Each bid shall be valid for a period of thirty calendar days following the Project bid opening date and time.
- 3.3. A bid that contains an escalation clause is considered invalid.
- 3.4. Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5. Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 and 00 61 13.16.
- 3.6. Bidders may modify bids in writing prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7. Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Architect shall not issue Addenda affecting bidders less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8. A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9. 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. 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.

00 21 13
Instructions to Bidders

3.11. Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.

**00 41 13
Contractor Bid Form**

**Maine Dept. of Agriculture, Conservation and Forestry
Bureau of Parks and Lands**

Float Pile Replacement - Jonesport and Robbinston

To: Joseph Ostwald, Director
 Division of Planning, Design, and Construction
 77 State House Station
 Burton M. Cross Office Building
 111 Sewall Street, 4th Floor
 Augusta, Maine 04333

From: _____ (*Bidder*)

1. The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated _____, prepared by Pinnacle Hill Engineering for the Float Pile Replacement - Jonesport and Robbinston, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project, for the **Base Bid** amounts for each site. The Base Bid prices for each site given is the full and complete price for each site separately and the combined price is for both sites if both are awarded to the same bidder.

Project	Description	Bid Amount
Jonesport Base Bid	Remove existing piles, install 3 new timber dolphins, relocate float connection hardware, test and adjust	\$
Robbinston Base Bid	Cut off existing piles, drill and install four new piles, relocate pile connection hardware, test and adjust	\$
Jonesport and Robbinston Combined Bid	If the Owner chooses to award a single contract for both sites to the Bidder. Total Base Bid.	\$

**00 41 13
Contractor Bid Form**

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

Addendum No.____Dated:_____

Addendum No.____Dated:_____

Addendum No.____Dated:_____

Addendum No.____Dated:_____

3. Bid security is required on this project.

The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

4. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

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

5. This bid is hereby submitted by:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

**00 43 13
Contractor Bid Bond**

Bond No.: **insert bond number**

We, the undersigned, **insert company name of Contractor**, of **insert name of municipality** in the State of **insert name of state** as principal, and **insert name of surety** as Surety, are hereby held and firmly bound unto in the penal sum of **five percent of the bid amount**, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, signed this **insert date, i.e.: 8th** day of , , which is the same date as that of the first specified bid due date, or subsequent bid due date revised by addendum.

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

Now therefore:

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

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

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

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

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of , , which is the same date as that of the bid due date.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

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

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

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

Other Project No.: _____

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

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

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

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described in the Specifications and shown on the Drawings the Contract Sum of *\$0.00*.

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

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

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

ARTICLE 2 TIME OF COMPLETION

2.1 The work of this Contract shall be completed on or before the Final Completion date of *31 December 2020*.

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of Real Estate Management may disallow award of

this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

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

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

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

1. On this project, the Contractor furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000, or if bonds are specifically required by the Contract Documents.
2. Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be .
3. The Contractor shall comply with all laws, codes and regulations applicable to the work.
4. The Contractor shall acquire all permits and third-party approvals applicable to the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.
5. The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.
6. The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of work under this Contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

1. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.
2. By signing this contract the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

ARTICLE 6 INSTRUMENTS OF SERVICE

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws of the State of Maine.
2. The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.
3. Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

1. The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.
2. Specifications: ***indicate date of issuance of project manual***
3. Drawings: ***note each sheet number and title***
4. Addenda: ***note each addenda number and date, or "none"***

BREM Project No.: _____

SAMPLE

The Agreement is effective as of the date last executed by the parties.

OWNER

CONTRACTOR

(Signature) *(Date)*
name and title

(Signature) *(Date)*
name and title

name of contracting entity

name of contractor company

SAMPLE

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

Reviewed by:		Approved by:	
<i>(Signature)</i>	<i>(Date)</i>	<i>(Signature)</i>	<i>(Date)</i>
<i>insert name</i>		<i>Joseph H. Ostwald</i>	
<i>Project Manager/ Contract Administrator</i>		<i>Director, Planning, Design & Construction</i>	

SAMPLE

00 61 13.13
Contractor Performance Bond

Bond No.: **insert bond number**

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

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

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

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

**00 61 13.13
Contractor Performance Bond**

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

Signed and sealed this ***insert date, i.e.: 8th*** day of , , which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

**00 61 13.16
Contractor Payment Bond**

Bond No.: **insert bond number**

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

The condition of the above obligation is such that if the principal shall promptly satisfy all claims and demands incurred for all labor and materials, used or required by the principal in connection with the work described in the contract entered into this **insert date, i.e.: 8th** day of , , which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract, for the construction of **insert name of project as designated in the contract documents**, and shall fully reimburse the obligee for all outlay and expense with said obligee may incur in making good any default of said principal, then this obligation shall be null and void.

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

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

**00 61 13.16
Contractor Payment Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of , , which is the same date as that of the notice of intent to award letter, or in the absence of such a letter, not later than the date the Owner signs the construction contract.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

If Contractor is a partnership, all partners shall execute the bond. A power of attorney document indicating that it still is in full force and effect shall be provided by the person executing this bond.

00 71 00
Definitions

1. Definitions
 1. *Addendum*: A document issued by the Consultant that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.
 2. *Allowance*: A specified dollar amount for a particular scope of work or service included in the Work that is identified in the Bid Documents and included in each Bidder's Bid. The Contractor shall document expenditures for an Allowance during the Project. Any unused balance shall be credited to the Owner. The Contractor is responsible for notifying the Owner of anticipated expenses greater than the specified amount and the Owner is responsible for those additional expenses.
 3. *Alternate Bid*: The Contractor's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the Owner selects.
 4. *Architect*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
 5. *Architectural Supplemental Instruction (ASI)*: A written instruction from the Architect for the purpose of clarification of the Contract Documents. An ASI does not alter the Contract Price or Contract Time. ASIs may be responses to RFIs and shall be issued by the Architect in a timely manner to avoid any negative impact on the Schedule of Work.
 6. *Bid*: The Contractor's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base Bid is separate and distinct from Alternate Bids, being the only cost component necessary for the award of the contract, and representing the minimum amount of Work that is essential for the functioning of the Project.
 7. *Bid Bond*: The security designated in the Bid Documents, furnished by Bidders as a guaranty of good faith to enter into a contract with the Owner, should a contract be awarded to that Bidder.
 8. *Bidder*: Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative.
 9. *Bid Documents*: The drawings, procurement and contracting requirements, general requirements, and the written specifications -including all addenda, that a bidder is required to reference in the submission of a bid.
 10. *Bureau*: The State of Maine Bureau of Real Estate Management (formerly known as Bureau of General Services, or BGS) in the Department of Administrative and Financial Services.
 11. *Calendar days*: Consecutive days, as occurring on a calendar, taking into account each day of the week, month, year, and any religious, national or local holidays. Calendar days are used for changes in Contract Time.
 12. *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a

00 71 00
Definitions

"punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.

13. *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
14. *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
15. *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
16. *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
17. *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
18. *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
19. *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
20. *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
21. *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.
22. *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
23. *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
24. *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.

00 71 00
Definitions

25. *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
26. *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to “Consultant” in State of Maine contract forms.
27. *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
28. *Final Completion*: Project status establishing the date when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
29. *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
30. *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
31. *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
32. *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
33. *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
34. *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate contract changes with the Bidder submitting the lowest valid bid, only if the negotiated changes to the Bid Documents result in no change or no increase in the bid price.

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

35. *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.

00 71 00
Definitions

36. *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
37. *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
38. *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
39. *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of Work.
40. *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
41. *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
42. *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
43. *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
44. *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
45. *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
46. *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
47. *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.

00 71 00
Definitions

48. *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
49. *Substantial Completion*: Project status indicating when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
50. *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
51. *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.
52. *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

00 72 13
General Conditions

Table of Contents of this General Conditions Section

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

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. 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 Real Estate Management (BREM);

2. Review the responsibilities of each party;
3. Review any previously-identified special provisions of the Project;
4. Review the Schedule of the Work calendar submitted by the Contractor to be approved by the Owner and Consultant;
5. Review the Schedule of Values form submitted by the Contractor to be approved by the Owner and Consultant;
6. Establish routines for Shop Drawing approval, contract changes, requisitions, et cetera;
7. discuss jobsite issues;
8. Discuss Project close-out procedures;
9. Provide an opportunity for clarification of Contract Documents before work begins; and
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.

00 72 13
General Conditions

- 2.3. The Contractor shall not utilize any apparent error or omission in the Contract Documents to the disadvantage of the Owner. The Contractor shall promptly notify the Consultant in writing of such errors or omissions. The Consultant shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.
3. Additional Drawings and Specifications
- 3.1. Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2. The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.
4. Ownership of Contract Documents
- 4.1. The designs represented on the Contract Documents are the property of the Consultant. The Drawings and Specifications shall not be used on other work without consent of the Consultant.
5. Permits, Laws, and Regulations
- 5.1. The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 5.2. The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.3. The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4. The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5. The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 5.6. The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.
- 5.7. The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.
- 5.8. The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

00 72 13
General Conditions

6. Taxes

6.1. The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes. Pricing in all Change Order Proposals from the Contractor and Subcontractors shall not include these taxes.

6.2. Maine statute (36 M.R.S. §1760) allows "...an exemption from sales and use tax on items which will be physically incorporated in real property of an exempt organization. This exemption only applies to lumber, hardware, doors and windows, nails, insulation and other building materials actually affixed to realty. Tools, wearing apparel, consumable supplies, machinery and equipment used by the Contractor are taxable even if purchased specifically for the exempt job."

6.3. The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

7.1. The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.

7.2. The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.

7.3. On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.

7.4. The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.

7.5. The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.

7.6. The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.

7.7. The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security 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.

00 72 13
General Conditions

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 BREM. The Contractor shall submit insurance certificates to the Owner and BREM at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BREM 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 BREM.

9.2. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.

9.3. The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance in form and amount acceptable to the Owner and BREM. 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.

**00 72 13
General Conditions**

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

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

3. The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss	\$500,000
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4. The Contractor shall have Owner's Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

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

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

1. New construction insured by the Contractor –

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

2. Renovations and additions to existing State-owned buildings insured by the State of Maine Risk Management Division –

Builder's Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State's property policy. The Owner shall notify Maine Risk Management Division concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder's Risk certificate of insurance will be furnished to the Contractor upon request.

00 72 13
General Conditions

The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.

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

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

00 72 13
General Conditions

the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

13.1. The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.

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

14. Allowances

14.1. The Contract Price shall include all allowances described in the Contract Documents. The Contractor shall include all overhead and profit necessary to implement each allowance in their Contract Price.

14.2. The Contractor shall not be required to employ parties for allowance work against whom the Contractor has a reasonable objection. In such a case, the Contractor shall notify the Owner in writing of their position and shall propose an alternative party to complete the work of the allowance.

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.

00 72 13
General Conditions

16. Samples

16.1.The Contractor shall furnish for approval, with reasonable promptness, all samples as directed by the Consultant. The Consultant shall review and approve such samples, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents. The subsequent work shall be in accord with the approved samples.

17. Substitutions

17.1.The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term “or approved equal” shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

17.2.The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.

17.3.The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source 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.

00 72 13
General Conditions

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

19.4. The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.

19.5. In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

20. Subcontracts

20.1. The Contractor shall not subcontract any part of this contract without the written permission of the Owner.

20.2. The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.

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.

00 72 13
General Conditions

21.5. The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.

21.6. The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.

21.7. The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.

21.8. The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.

21.9. The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.

21.10. The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.

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.

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.

00 72 13
General Conditions

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 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

00 72 13
General Conditions

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.

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

00 72 13
General Conditions

includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.

- 27.8. Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9. Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10. The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11. The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12. The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13. The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14. The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

28. Correction of the Work

- 28.1. The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.
- 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

00 72 13
General Conditions

Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.

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

28.4. The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

29. Owner's Right to do Work

29.1. The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.

29.2. The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.

30. Termination of Contract and Stop Work Action

30.1. The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials, 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,

00 72 13
General Conditions

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

30.3. The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.

30.4. The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

31.1. The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.

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

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

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

32. Payments to the Contractor

32.1. As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.

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

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.

00 72 13
General Conditions

32.4. The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.

32.5. In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.

32.6. The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.

32.7. Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.

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

33. Payments Withheld

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

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.

00 72 13
General Conditions

34. Liens

- 34.1. The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.
- 34.2. In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

35. Workmanship

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

00 72 13
General Conditions

36.2. The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.

36.3. The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.

36.4. The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.

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

37. Date of Completion and Liquidated Damages

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

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

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

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.

**00 72 13
General Conditions**

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

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.
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.
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

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

**State of Maine
CONSTRUCTION CONTRACT
Change Order**

Project name
location / school / campus
address
city state zip code

C. O. Number: **1**
Issue Date: **31-Jan-2020**

Contractor Company name

BREM Project No.:
Other Project No.:

Table A

Show Deduct as a negative number, e.g.: "-\$700".

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

Table B

Show Deduct as a negative number, e.g.: "-14".

	Add	Deduct	Total
Net Calendar Days Adjusted by this Change Order	0	0	
Calendar Days Adjusted by Previous Change Orders	0	0	
Net of Change Orders to Date	0	0	0
Original Contract Final Completion Date			31-Dec-2020
Revised Contract Completion Date*			31-Dec-2020

Consultant (Architect or Engineer)

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

signature date

Contractor

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

signature date

Owner

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

signature date

Owner's Rep / other - clear if not used

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

signature date

Bureau of Real Estate Management

-
Type person's name, title here

signature date

Attach list of Change Order items (Table C) and all supporting documentation.

For reference only, see Section 00 71 00 Definitions for full definitions:

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

*Contract Final Completion Date: Contractor's final completion deadline.

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

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

--

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

**State of Maine
Department of Labor
Bureau of Labor Standards
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.

Title of Project -----Jonesport And Robbinston Float Pile Replacement

Location of Project --Jonesport, Robbinston, Washington County

**2019 Fair Minimum Wage Rates
Heavy & Bridge Washington County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Backhoe Loader Operator	\$26.48	\$4.96	\$31.44	Laborer - Skilled	\$24.10	\$6.30	\$30.40
Boilermaker	\$24.00	\$9.00	\$33.00	Line Erector - Power/Cable	\$25.63	\$5.55	\$31.18
Bulldozer Operator	\$20.00	\$3.71	\$23.71	Loader Operator - Front-End	\$21.00	\$5.35	\$26.35
Carpenter	\$22.75	\$2.20	\$24.95	Mechanic- Maintenance	\$22.50	\$4.00	\$26.50
Carpenter - Rough	\$21.00	\$6.19	\$27.19	Mechanic- Refrigeration	\$25.71	\$5.09	\$30.80
Communication Equip Installer	\$23.00	\$1.63	\$24.63	Millwright	\$22.35	\$7.12	\$29.47
Comm Transmission Erector	\$22.38	\$3.84	\$26.22	Painter	\$25.97	\$9.91	\$35.88
Concrete Mixing Plant Operator	\$22.11	\$4.92	\$27.03	Paver Operator	\$20.00	\$0.00	\$20.00
Crane Operator =>15 Tons)	\$26.00	\$4.35	\$30.35	Pipe/Steam/Sprinkler Fitter	\$28.00	\$3.69	\$31.69
Crusher Plant Operator	\$17.38	\$3.12	\$20.50	Pipelayer	\$23.00	\$1.14	\$24.14
Diver	\$32.00	\$6.91	\$38.91	Plumber (Licensed)	\$25.00	\$4.26	\$29.26
Driller - Well	\$19.83	\$2.66	\$22.49	Plumber Helper/Trainee	\$19.00	\$3.10	\$22.10
Earth Auger Operator	\$25.84	\$5.78	\$31.62	Rigger	\$22.50	\$6.57	\$29.07
Electrician - Licensed	\$27.58	\$10.37	\$37.95	Roller Operator - Earth	\$22.11	\$2.77	\$24.88
Electrician Helper/Cable Puller	\$17.43	\$5.25	\$22.68	Roller Operator - Pavement	\$19.00	\$1.06	\$20.06
Excavator Operator	\$22.25	\$1.74	\$23.99	Sheet Metal Worker	\$20.00	\$4.11	\$24.11
Fence Setter	\$15.00	\$2.00	\$17.00	Stone Mason	\$21.00	\$0.95	\$21.95
Flagger	\$13.00	\$0.00	\$13.00	Truck Driver - Light	\$17.00	\$1.17	\$18.17
Ironworker - Reinforcing	\$28.71	\$0.00	\$28.71	Truck Driver - Medium	\$19.00	\$3.37	\$22.37
Ironworker - Structural	\$23.00	\$1.07	\$24.07	Truck Driver - Heavy	\$18.00	\$1.87	\$19.87
Laborers (Helpers & Tenders)	\$17.55	\$0.89	\$18.44	Truck Driver - Tractor Trailer	\$21.13	\$4.07	\$25.20

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRS §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

Determination No: HB-011-2019

A true copy

Filing Date: March 20, 2019

Attest:



Expiration Date: 12-31-2019

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

BLS(Heavy & Bridge Washington)

SECTION 01 01 10 – SUMMARY OF WORK - **JONESPORT**

PART 1 - GENERAL

The work includes, the following major work items and any incidentals necessary.

- 1.0 Work items include the following plus related and incidental items required to make a complete and functional installation. All mobilization and demobilization, temporary facilities, labor, materials, and equipment are supplied by the Contractor except as noted. Cleanup site, remove demolition debris, old pile remnants, restore site to original condition, and demobilize. Submit record information to Owner. Final Inspection by the Owner and Engineer will be made before Final Payment. All incidental items required for a complete installation are assumed to be included even if not mentioned specifically.

	Item	Description
1	Demolition	Pull or cutoff existing piles being replaced, at or below the mudline, remove and dispose of properly offsite,
2	New Pile Dolphins	Install three new timber pile dolphins with three piles each, connected together at the top. The piles shall be driven until they reach refusal on the bedrock as shown. The installation does not require drilling into bedrock. The project includes the mobilization, setup and demobilization of the required pile driving equipment.
3	Relocate Float Hardware	Relocation of the pile collar hardware on two or three of the Owner's floats to match the new positions of the piles as required. Assist the Owner with installation of the floats. Adjust the hardware if required after observing the performance through several tide cycles.

1.1 CONTRACTOR USE OF SITE

Provide skilled craftsman, and a skilled knowledgeable foreman to supervise construction crew.

The facility will be closed to the public during the construction work periods. Post closure times on a durable large sign and use barricades or other protective devices to warn the public and other employees of any hazard. When not working, and before and after work hours, allow public use of the adjacent ramp if practical.

Provide sanitary and other temporary facilities for the construction personnel, as needed or required.

Provide temporary electricity for own use, if needed.

Provide the correct survey layout of the work (lines and grades), from plans.

Restrict the work area as possible to avoid unnecessary disturbance of adjacent areas, as established on site by the Owner. Do not go onto or disturb neighboring property except with permission of those landowners.

Repair any damage caused by Contractors operations to roads and parking areas. Minimize and restore any damage to trees, vegetation and grass areas.

Store and secure equipment and materials in a neat and organized manner for after work hours.

Construction equipment and materials should not be parked or stored where they will block use of the roadways.

Control and remove rubbish, or other debris.

Payment of the Base Bid Amount is full compensation for materials, equipment, labor, and transportation, unless a change order is authorized by the Owner.

END OF SECTION

SECTION 00 10 11 – SUMMARY OF WORK - **ROBBINSTON**

PART 1 - GENERAL

The work includes, the following major work items and any incidentals necessary.

- 1.0 Work items include the following plus related and incidental items required to make a complete and functional installation. All mobilization and demobilization, temporary facilities, labor, materials, and equipment are supplied by the Contractor except as noted. Cleanup site, remove demolition debris, old pile remnants, restore site to original condition, and demobilize. Submit record information to Owner. Final Inspection by the Owner and Engineer will be made before Final Payment. All incidental items required for a complete installation are assumed to be included even if not mentioned specifically.

	Item	Description
1	Demolition	Cutoff existing piles at or below mudline, remove and dispose properly offsite, including the pile that is broken off. Dispose of broken pile top laying near the ramp.
2	New Piles	Install four new steel pipe piles. drilled into bedrock as shown. The installation shall require drilling sockets into bedrock, caissons and associated work. The project includes the mobilization, setup and demobilization of the required drilling equipment. After the pile is installed it shall be cutoff and a cap plate welded to the top, grinding and paint touchup of damaged coating, and installation of zinc anodes.
3	Relocate Float Hardware	Relocation of the pile collar hardware on four state floats to match the new positions of the piles. Adjust hardware if required after observing the performance through several tide cycles.

1.1 CONTRACTOR USE OF SITE

Provide skilled craftsman, and a skilled knowledgeable foreman to supervise construction crew.

The facility will be closed to the public during the construction work periods. Post closure times on a durable large sign and use barricades or other protective devices

to warn the public and other employees of any hazard. When not working, and before and after work hours, allow public use of the ramp if practical.

Provide sanitary and other temporary facilities for the construction personnel, as needed or required.

Provide temporary electricity for own use, if needed.

Provide the correct survey layout of the work (lines and grades), from plans.

Restrict the work area as possible to avoid unnecessary disturbance of adjacent areas, as established on site by the Owner. Do not go onto or disturb neighboring property except with permission of those landowners.

Repair any damage caused by Contractors operations to roads and parking areas. Minimize and restore any damage to trees, vegetation and grass areas.

Store and secure equipment and materials in a neat and organized manner for after work hours.

Construction equipment and materials should not be parked or stored where they will block use of the roadways.

Control and remove rubbish, or other debris.

Payment of the Base Bid Amount is full compensation for materials, equipment, labor, and transportation, unless a change order is authorized by the Owner.

END OF SECTION

SECTION 01 34 00 – SUBMITTALS

1.0 ITEMS REQUIRED FOR SUBMITTAL

Contract submittals are detailed in the Instructions to bidders and in the contract requirements. Refer to the Technical Specifications for other specific submittal requirements.

1.1 SHOP DRAWING AND SUBMITTALS PROCEDURE INSTRUCTIONS

The following procedure will apply to all submittals received from the Contractors and Contractor's vendors. This submittal procedure shall be discussed and understood by the parties at the start of construction.

Submittals should be reviewed in advance by the Contractor and approved by the Contractor before being submitted by the Contractor to the Owner and Engineer. Shop Drawings should generally be submitted by the Contractor as electronic pdf format documents and sent by email to both the Owner and Engineer and others designated by the Owner to receive them.

The pdf files shall be legible when printed at 11x17 size. Use font sizes and styles that remain readable when reduced, if larger sheets are used. Illegible documents will be rejected.

The emails contain submittals shall be sent specifically for each single submittal and not mixed in a chain of other subjects and correspondence. Each Submittal shall have an individual email. Each submittal email shall be given a subject heading that includes the name of the project, the submittal name or purpose and the submittal revision number.

Submittal emails shall be sent to the list contained in this section or as amended by the Owner/Engineer

After review, copies will be returned as a "reply all" to the submittal email, and will contain a pdf document attachment with review comments, acceptance or rejection, or request for resubmittal.

If the submittal is rejected or returned for substantial corrections and must be resubmitted, the procedure is repeated.

Pinnacle Engineering will attempt to have shop drawings reviewed and returned in an expeditious manner. Allow two weeks in the schedule for review.

1.2 SHOP DRAWING AND SUBMITTALS OWNER/ENGINEER ADDRESS LIST

Project Submittals shall be sent to the following:

Submittal by email shall be sent to the following list, though this may be amended at the time of the project execution.

Bureau of Parks and Lands - email to heather.Seiders@maine.gov

Pinnacle Hill Engineering -email to pinnaclehillengineering@gmail.com

Others as may be designated

Documents and Samples that are not electronic shall be sent to the following list. The number of copies and originals shall be as directed by the Owner.

Maine Bureau of Parks and Lands
Heather Seiders
Boating Facilities Division
22 State House Station
Augusta, Maine 04333
(207) 287-4964

Pinnacle Hill Engineering
Stephen Ruell, P.E.
33 Pinnacle RD
Canaan, ME 04924
207-858-5349 C

Others as may be designated

1.2 RECORD DRAWINGS

The Contractor will keep records of any changes to the design plans and provide that information to the Owner/Engineer list by email as a running list that is appended with new items as they occur. This list shall be sent as an email chain with the subject "*Project Name*" and "Record Changes".

After completion of the project, the changes will recorded on a "Record" set, assembled and delivered by the Engineer to the Owner.

END OF SECTION

SECTION 02 36 00 –STEEL PIPE PILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, and other Specification sections, apply to work of this section.

1.2 PILE LENGTHS AND PAYMENT

- A. The design of the ROBBINSTON PILES anticipates use of 60 ft standard length pipe, installed to the depths shown. The piles will not be driven to a refusal criteria. No test piles or soil borings are available but record information from the existing piles indicates general conditions. Bedrock will be encountered prior to reaching a satisfactory depth to meet the design requirements. Therefore the Contractor shall drill and socket the piles. Drilling and sockets shall be 8 feet minimum depth unless otherwise changed by the Owner/Engineer.
- B. Field splices of steel pipe piles are allowed except Contractor shall attempt to avoid splices. Field splices shall be located below the mudline or above mid tide line unless otherwise approved.
- C. Piles are paid for by the lump sum bid. Pile socket drilling shall be included irregardless of depth.

1.3 QUALITY ASSURANCE

- A. Submit installation equipment details proposed for pile work, prior to start of work.
- B. The Contractor shall employ a competent superintendent, qualified by experience and training, to be present at all times while piles are being driven and to inspect all work in connection with the piles.
- C. Contractor shall keep records of pile installation operation and submit those records to the Engineer using the attached form. Records shall include: Pile length, location, length and condition before driving, number of blows per foot if driving, location of refusal, drilling and caisson details and lengths. Make, type, model number and size of all equipment used.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in such quantities and at such times to assure continuity of pile driving operations to project schedule.
- B. Inspect piles for straightness, coatings and defects upon delivery.

PART 2 - PRODUCTS

2.1 STEEL PIPE PILES

- A. Pipe Shells: ASTM A53 Type S or ASTM A252, or equivalent, single length steel pipe, seamless or welded; with straight longitudinal seam. Spiral welded pipe will not be permitted. All welds, burrs, and splices shall be ground smooth prior to coatings application.
- B. Plates ASTM A36, 50 ksi yield or higher carbon steel
Weld rods - E70XX
- C. Shop Coating:

Epoxy Coating shall be applied to the exterior of the pipe, under controlled atmosphere conditions in a proper temperature controlled indoor facility prior to delivery and driving:

Use one of the following systems:

1. Provide Fusion Bonded Epoxy Coating system in compliance with Maine DOT Specification Sections 506.40 -506.43, touch up of welds with mfr's specific repair coating. Color standard brown, or as chosen by Owner from standard colors.
2. Shop applied three coat, organic zinc primer/ high solids epoxy system
 - Prime with Tnemec 91H20 organic zinc primer.
 - Apply 2 coats Tnemec Series 66HS Hi-Build Epoxoline; or approved equivalent. Color black or gray, as chosen by Owner from Standard colors.
 - Apply primer to 4 mils dry thickness, followed by two coats epoxy coating of 8.0 to 10.0 mils each, for a minimum 20 mils total coating thickness.

Coating substitution requests shall be submitted for approval and must include full information on the proposed substitute. Substitution requests received after the bid may not be approved. Evidence must be submitted for proof of satisfactory use in long term exposure to seawater.

Application:

Pile coatings may be omitted in the underground section of the pile, below 5 ft below the mudline, where lack of oxygen prevent corrosion

All surfaces shall be thoroughly prepared for coating application in strict accordance with the coating manufacturer's recommendation. All cleaning and coating work must be performed in a heated building, except final field touchup. Grit blasting shall be to near-white in accordance with SSPC Specification SP-10. All work blasted in one day must be coated on that day.

Any areas of the surface which show traces of oil, grease, or other organic matter shall be removed prior to coating.

Inspect with a thickness gage and repair holidays and thin spots.

A sufficient allowance of the coating materials compatible with the shop coating shall be provided with the piles, to be used for field repairs.

2.3 DRIVING EQUIPMENT

- A. General: It is anticipated that the pile will be set in a clean drilled hole through a caisson and a crane mounted on a barge will be used. It is not anticipated that a pile driving hammer will be used.

2.4 STONE FILL

- A. The annular space around the pile in the socket canal be filled with crushed stone after the pile is plumbed and braced.
- B. Crushed stone shall conform to MaineDOT Standard Specification 703.02 Coarse Aggregate for Concrete. Maximum size of stones shall be approximately 1/2 of the annular space thickness.

2.4 ZINC ANODES

- A. Zinc Anodes shall be "Diver Plate" type with slotted holes. One of the following:
 - Camp DP-1 Diver Plate (11 1/2" x 5 1/4" x 5/8")
 - American Anodes or Reliance Metals (6"x12"x1/2")
 - Hamilton Marine Catalog 118902 (6"x12"x1/2")
- B. Bolts Type 316 Stainless Steel 1/2" x 4" hex bolts with hex nuts.
Anti- Sieze compound -Loctite marine grade selected for the exposure
- C. Weld tab installed on pile shall be located by measurements of the depth of the drill hole and installed prior to setting the pile in place. Locate so that

welded tab is located at the elevation noted on the plans. Grind the pile coating off at the weld location in order to make the weld, and leave the tab unpainted.

- D. Provide two zincs on each side of each pile tab.

PART 3 - EXECUTION

3.1 PRE-DRIVING WORK

- A. Pile Length Markings: Mark each piles' length with a horizontal line, and the number of feet from pile point, at 5' - 0" intervals.
- B. Owner/Engineer will witness pile drilling and depth of penetration and approve it before it is done.

3.2 SETTING PILES

- A. Carefully plumb pile. Installation tolerances:
 - 1. Location: 2" from location indicated for center of gravity of each single pile.
 - 2. Plumbness: Maintain within 1" in 20' - 0" from vertical, or a maximum of 2" for the height of the pile, measured for the portion of the pile above ground.
- D. Damaged or Misdriven Piles: Damaged piles, and piles outside required tolerances will not be accepted.
- E. Cutting-Off: Measure depth of hole before inserting the pile so that the zinc anode and coating are at the required elevations. Cut-off tops of driven piles, at elevation indicated. Dispose of excess materials off site. The pile length shall be sufficient to prevent the need to add length at the top of the pile. Any additional length if needed must be added by withdrawing the pile from the socket and butt welding a new section to the length below the mudline. Full coating thickness must extend to at least 3 feet below mudline.
- F. Fill the annular space around the pile with crushed stone. Completely fill the annular space around the outside of the pile and the inside of the pile up to the surface of the mudline.

3.3 RECORDS

The Contractor shall keep an accurate record of the pile driving or drilling, as described under 1.3.C.

3.4 STEEL PIPE PILE SPLICES AND CUTOFF

- A. Conform to MDOT Section 501.
- B. Grind all weld beads and burrs smooth prior to recoating. Remove all coating within the heat affected zone of 3 inches from all welds to bare metal.
- C. Prior to welding grind off epoxy shop coating in areas within 3" of weld lines. Cap vertical piles square with pile axis with a welded cap plate, sealed against air infiltration.
- D. Apply field coating as specified per the manufacturer's recommendations and to the same thickness as the original coatings. Match color of original coating, Repair all other nicks and abrasions with original material.

END OF SECTION

SECTION 02 36 01 – TIMBER PILES

PART 1 - GENERAL

1. RELATED DOCUMENTS

- A. Conform to Section 501 - Foundation piles, State of Maine Department of Transportation Standard Specifications, Rev. Dec 2002, and any revisions thereto, except as herein modified
- B. ASTM D25 - Round Timber Piles.

2. LENGTHS

- A. The Contractor is responsible for determining pile lengths. Ordering of piles with insufficient length will be at the Contractor's expense.
- B. Method of Measurement: Piles are covered under lump sum base bid and no measuring is required.

3. SUBMITTALS

- A. Driving Records are required from Contractor and will be submitted to Owner's representative and recorded in the "as built" information provided at the end of the project.
- B. Material Data: Pile ordering and specification compliance, certificates showing compliance with ASTM D25.

4. QUALITY ASSURANCE

The Contractor shall employ a competent superintendent, qualified by experience and training, to be present at all times while piles are being driven and to inspect all work in connection with the piles.

5. DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in such quantities and at such times to assure continuity of pile driving operations to project schedule.
- B. Store piles above ground and blocked during storage to prevent distortion of members. Piles shall be available for inspection by the Owner's Representative. Wood Piles exhibiting variations beyond tolerance limits given in ASTM D25 will be considered distorted and may not be used in the work without Owners permission.

6. JOB CONDITIONS

- A. Additional test borings, probes, or other exploratory operations may be made by Contractor at no additional cost to Owner.

PART 2 - PRODUCTS

1. TIMBER PILES

- A. Timber Piles: Round, clean-peeled, one-piece from butt to tip, complying with ASTM D 25.
 - 1. Species: Greenheart, peeled, untreated. Free from decay, unsound knots, knots in clusters or groups, windshakes, and short or reversed bends;
 - 2. Tip diameter at sound wood: 8" minimum; DO NOT CUT POINTS.
 - 3. Butt diameter measured 3 ft from end: 12" minimum
 - 4. Length: Adequate to fulfill penetration requirements without splicing (splicing will not be accepted).
 - 5. Where pile indicates potential for splitting after drying, bind butt ends with 3" x 1/4" galvanized steel strap to prevent splitting. Form band around pile as a circular strap with a 1" bolt to pull ends together, forming a clamp similar to a pipe clamp. Alternatively use IDEX Band-It strap system minimum 3/4" x 0.030" Type 316 SS strap and buckles.
- B. Trim knots close to the body of the pile.
 - 1. Inspect butts to assure they are cut perpendicular to the longitudinal axis of the pile.
 - 2. Chamfer butt edges.
 - 3. Provide butts with caps, collars, or bands to prevent brooming or splitting from driving pressure, or provide extra length to allow cut off.
- C. Anti-Pullout devices: ASTM steel bent plates as shown on drawings. Attache with ASTM A307 bolts
- D. Piling Cut Off: Cut pile tops square to axis of pile.

- E. Piling Covers: For fender piles provide black UV-resistant polyethylene caps, flat style, as manufactured by SSI, PO Box 99 Hollywood, MD 20636, (301) 373-2372 or approved equivalent. Measure piles after installation and order caps to fit actual sizes to maximum 1/2" oversize. Nail in place with minimum 8 stainless steel nails (minimum 10d), or stainless steel screws (#10 minimum), per cap. Modify the covers of the three piles to meet and overlap in a neat and workmanlike fashion, using heat bending if required.

2. DRIVING EQUIPMENT

- A. General: Provide pile driving equipment of type generally used in standard pile driving practice, operated at manufacturer's specified rate, to develop required rated energy per blow.
- B. Hammer: It is anticipated that the piles will be installed by vibratory pile drivers to refusal, then proofed with an impact hammer to ensure pile is on bedrock.
- C. Provide pile driving hammers of sufficient capacity, size and type able to deliver consistently effective dynamic energy, suitable to piles to be driven and to subgrade material into which they are to be driven, when operating at not less than 75% efficiency of rated driving energy.

The cushion block, where used, shall be of hardwood with its grains parallel with the axis of the pile and shall be enclosed in a tight-fitting steel housing or an approved equivalent.

3. BOLTS

- A. ASTM A307 hot dipped galvanized
- B. Washers 3" x 1/2" plate washers or dock washers.

PART 3 - EXECUTION

1. PRE-DRIVING WORK

- A. Pile Length Markings: Mark each pile's length with a horizontal line, at 1' - 0" intervals, and the number of feet from the pile point at 5' - 0" intervals.

2. REMOVING EXISTING PILES

- A. Withdraw existing piles by lifting and pulling with vibratory pile driving equipment. If they cannot be withdrawn then cutoff at the mudline. Dispose of piles off site.

3. DRIVING PILES

- A. Carefully plumb leads and pile before driving. Take care during driving to prevent and to correct any tendency of piles to twist or rotate.

- B. Driving Tolerances: Drive piles within following maximum tolerances:
1. Location: Vertical pile of dolphin shall be within 2" from location indicated from the centerline described parallel to the float face.
 2. Batter piles shall be tight to the top of the vertical pile, and generally within 6" of designated centerline.
 3. Plumbness: Maintain vertical piles within 1" in 10' - 0" from vertical, or a maximum of 2". The alignment of the outside face of of theoretical pile adjacent to the float face shall be checked and maintained. Monitor this pile as the other piles are installed.

- C. Damaged or Mis-driven Piles: Damaged piles, and piles driven outside required driving tolerances will not be accepted.

Withdraw piles rejected after driving, and replace with new piles.

Piles rejected after driving may be abandoned and cut-off, and additional piles driven to replace rejected units at designated locations.

- D. Driving shall be stopped immediately when abrupt high resistance to penetration is encountered. Any sudden decrease in driving resistance shall be investigated with regard to possibility of damage to the pile, and if such sudden decrease in driving resistance cannot be correlated, or if the pile cannot be removed for inspection, it should be considered adequate reason for rejection of the pile.

- E. Cutting-Off: Cut-off tops of driven piles, square with pile axis and at elevations indicated. Dispose of excess materials off site. The pile length shall be sufficient to permit the complete removal of all material injured by the driving.

- F. Greenheart piles which have splits in the butt end may require steel bands. This will be determined after piles are installed. Provide steel bands if required by condition of piles after cutoffs or if directed by Owner due to excess splitting and checking.

- G. Maintain pile driving records for each pile with minimum records including the following:

- Pile Number and location
- Date and time driven
- Initial pile length
- Final elevation of butt end before cutoff
- Final pile tip elevation showing how calculated from final butt location before cutoff, and length driven.

END OF SECTION