

## **Addendum #1**

### **Construct Bridges at T2 R9 Training Site**

#### **Project No. 23TR17-602-D2, Bid Number #19-006**

Directorate of Facilities Engineering

24 April 2019

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This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated 20 March 2019, as noted below. Acknowledge receipt of the Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification. This Addendum consists of the following:

#### **Administrative Items:**

1. Deadline for questions is 4 pm, 17 May 2019.
2. The follow on site visit will be announced upon its selection, All prospective bidders present at the mandatory prebid will be informed of the date, time and location when it is established. This site visit is not mandatory.
3. Basis of award shall be the lowest sum of the base bid plus any awarded Alternate Bid Items (ABI's). The Owner reserves the right to select all, none, or any combination of ABI's plus the base bid for this project.

#### **Clarification Items:**

1. Section 00 52 13, State of Maine Construction Contract. This is a sample of this section placed in the bidding documents as directed by the Bureau of Real Estate Management (BREM) which is our Title V authority. It is a sample and the completion date contained in it is an arbitrary date and not reflective of the dates in the other parts of the bidding document. Upon contract award this date will be changed to reflect the completion date.
2. Under no circumstances will the contractor incur any cost they wish to be compensated for by the Owner in excess of the awarded contract amount plus any contract modifications in any subsequent change orders without prior written authorization by the owner.
3. Under no circumstances shall the contractor exceed any stipulated allowance amounts that are part of this contract agreement without written approval from the Owner in advance.

#### **Specification Items:**

1. The following specification sections have recently been updated by the Bureau of Real Estate Management. **Remove** the specification sections listed below and **Replace** with the enclosed updated sections.
  - a. Section 00 21 13, Instructions to Bidders.
  - b. Section 00 41 13, Contractor Bid Form
  - c. Section 00 52 13, Contract Agreement – Sample
  - d. Section 00 72 13, General Conditions

2. **Remove** page 4, Section 01 00 00, Administrative Provisions and **Replace** with enclosed page 4, Section 01 00 00, Administrative Provisions.

**Drawing Items:**

1. **Remove** sheets (S-101, Bridge Framing Plan and Details) and **Insert** enclosed sheets (S-101, Bridge Framing Plan and Details) for both drawing sets A-13-01 and B-02-01. Changes are highlighted in clouds.

Attachments:

- 1 - Section 00 21 13, Instructions to Bidders
- 2 - Section 00 41 13, Contractor Bid Form
- 3 - Section 00 52 13, Contract Agreement – Sample
- 4 - Section 00 72 13, General Conditions
- 5 - Section 01 00 00, Administrative Provisions, page 4
- 6 - Sheet S-101, Bridge Framing Plan and Details, A-13-01
- 7 - Sheet S-101, Bridge Framing Plan and Details, B-02-01
- 8 – Pre Bid Meeting Minutes
- 9 – Pre Bid Attendance Sheet

**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.

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

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
  
2. Authority of Owner
  - 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
  
  - 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest sum of an acceptable Base Bid plus any Alternate Bids the Owner elects to include. An acceptable bid is one from a responsive and responsible bidder.
  
3. Submitting Bids and Bid Requirements
  - 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
  
  - 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid 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 Consultant shall not issue Addenda affecting the content of the bid less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
  
  - 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.

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

- 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.
- 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.
- 3.12 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

**00 41 13**  
**Contractor Bid Form**  
**Construct Bridges at T2 R9 Training**  
**Site Project # 23TR17-602-D2**

To: *Mrs. Sherrill Hallett*  
Directorate of Facilities Engineering  
Bldg. 8, Camp Keyes  
194 Winthrop Street  
Augusta, Maine 04333

The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated 20 March 2019, prepared by CES, Inc. for Construct Bridges at T2 R9 Training Site, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ \_\_\_\_\_ .00

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

*<Bid Administrator to select...>*

*insert brief name of Allowance*

*\$ insert dollar amount of Allowance*

2. Alternate Bids *are included* on this project.

Alternate Bids are as shown below

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

- |   |   |                     |
|---|---|---------------------|
| 1 | <i>ABI#1 Crossing at B-02-01, 50 linear feet of asphalt and 60 linear feet of gravel road IAW Plans and Specifications.</i> | \$ _____ <u>.00</u> |
| 2 | <i>ABI# 2 700 Linear feet of Gravel Road at Crossing A-13-01 IAW Plans and Specifications (0+00 to 7+00).</i>               | \$ _____ <u>.00</u> |
| 3 | <i>ABI#3 700 Linear feet of Gravel Road at Crossing A-13-01 IAW Plans and Specifications (13+00 to 20+00).</i>              | \$ _____ <u>.00</u> |
| 4 | <i>ABI#4 550 feet of Gravel Road at B-02-01 IAW Plans and Specifications (0+00 to 5 +50)</i>                                | \$ _____ <u>.00</u> |
| 5 | <i>ABI#5: 498 feet of gravel Road at B-02-01 IAW Plans and Specifications (14+50 to 19+48).</i>                             | \$ _____ <u>.00</u> |

The Owner reserves the right to select all, none, or any combination of ABI's plus the base bid for this project.

**00 41 13  
Contractor Bid Form**

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

**00 41 13  
Contractor Bid Form**

**insert project name**

6. 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.

7. 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: \_\_\_\_\_



**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 Amount as shown below.

Base Bid	<u>\$0.00</u>
<u>Alternate Bid number and name</u>	<u>\$0.00</u>
<u>Alternate Bid number and name</u>	<u>\$0.00</u>
<u>Alternate Bid number and name</u>	<u>\$0.00</u>
<u>Alternate Bid number and name</u>	<u>\$0.00</u>
<u>Alternate Bid number and name</u>	<u>\$0.00</u>
<b>Total Contract Amount</b>	<b><u>\$0.00</u></b>

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

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

**1.2.2** Provisions for late payments 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**.

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

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

Final Completion: the Contractor's final completion deadline.

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

### ARTICLE 3 INELIGIBLE BIDDER

**3.1** By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of 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

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

**4.2** Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be **Non-standard project insured by Contractor.**

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

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

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

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

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

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

#### **ARTICLE 6 INSTRUMENTS OF SERVICE**

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

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

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

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

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

#### **ARTICLE 8 CONTRACT DOCUMENTS**

**8.1** The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

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

**8.3** Drawings: *note each sheet number and title*

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

BREM Project No.: \_\_\_\_\_

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

**OWNER**

**CONTRACTOR**

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

---

*name of contracting entity*

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

---

*name of contractor company*

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

<b>select proper approval authority</b>	
<b>Reviewed by:</b>	<b>Approved by:</b>
_____ <i>(Signature) (Date)</i> <i>insert name</i>	_____ <i>(Signature) (Date)</i> <i>Joseph H. Ostwald</i>
<i>Project Manager/ Contract Administrator</i>	<i>Director, Planning, Design &amp; Construction</i>

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

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

1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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

3. Additional Drawings and Specifications

- 3.1 Upon the written request of the Contractor, the Owner shall provide, at no expense to the Contractor, up to five sets of printed Drawings and Specifications for the execution of the Work.
- 3.2 The Consultant shall promptly furnish to the Contractor revised Drawings and Specifications, for the area of the documents where those revisions apply, when corrections or clarifications are made by the Consultant. All such information shall be consistent with, and reasonably inferred from, the Contract Documents. The Contractor shall do no work without the proper Drawings and Specifications.

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

- 5.1 The Owner is responsible for obtaining any zoning approvals or other similar local project approvals necessary to complete the Work, unless otherwise specified in the Contract Documents.
- 5.2 The Owner is responsible for obtaining Maine Department of Environmental Protection, Maine Department of Transportation, or other similar state government project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.3 The Owner is responsible for obtaining any federal agency project approvals necessary to complete the Work, unless otherwise indicated in the Contract Documents.
- 5.4 The Owner is responsible for obtaining all easements for permanent structures or permanent changes in existing facilities.
- 5.5 The Contractor is responsible for obtaining and paying for all permits and licenses necessary for the implementation of the Work. The Contractor shall notify the Owner of any delays, variance or restrictions that may result from the issuing of permits and licenses.
- 5.6 The Contractor shall comply with all ordinances, laws, rules and regulations and make all required notices bearing on the implementation of the Work. In the event the Contractor observes disagreement between the Drawings and Specifications and any ordinances, laws, rules and regulations, the Contractor shall promptly notify the Consultant in writing. Any necessary changes shall be made as provided in the contract for changes in the work. The Contractor shall not perform any work knowing it to be contrary to such ordinances, laws, rules and regulations.
- 5.7 The Contractor shall comply with local, state and federal regulations regarding construction safety and all other aspects of the Work.
- 5.8 The Contractor shall comply with the Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. §784 (2).

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

6. Taxes

- 6.1 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.
- 6.2 Section 1760 further provides in subsection 61 that sales to a construction contractor or its subcontractor of tangible personal property that is to be physically incorporated in, and become a permanent part of, real property for sale to or owned by the Owner, are exempt from Maine State sales and use taxes. Tangible personal property is defined in 36 M.R.S. §1752 (17).
- 6.3 The Contractor may contact Maine Revenue Services, 24 State House Station, Augusta, Maine 04333 for guidance on tax exempt regulations authorized by 36 M.R.S. §1760 and detailed in Rule 302 (18-125 CMR 302).

7. Labor and Wages

- 7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 7.2 The Consultant shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.
- 7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security



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

charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.

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

**8. Indemnification**

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

**9. Insurance Requirements**

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and 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

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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.

- 9.3.1 The Contractor shall have Workers' Compensation insurance for all employees on the Project site in accordance with the requirements of the Workers' Compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident.....	\$500,000
Bodily Injury by Disease.....	\$500,000 Each Employee
Bodily Injury by Disease.....	\$500,000 Policy Limit

- 9.3.2 The Contractor shall have Commercial General Liability insurance providing coverage for bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. The policy shall include collapse and underground coverage as well as explosion coverage if explosion hazards exist. Aggregate limits shall apply on a location or project basis. Minimum acceptable limits are:

General aggregate limit.....	\$2,000,000
Products and completed operations aggregate .....	\$1,000,000
Each occurrence limit.....	\$1,000,000
Personal injury aggregate.....	\$1,000,000

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

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

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

- 9.4 The Owner has determined the appropriate coverage for this particular project, verified the coverage with the State of Maine 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.

- 9.4.1 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.

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- 9.4.2 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.

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

- 9.4.3 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.

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11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

12. Surveys, Layout of Work

12.1 The Owner shall furnish all property surveys unless otherwise specified.

12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.

12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

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

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

14. Allowances

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

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

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.

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- 15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

**16. Samples**

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

**17. Substitutions**

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

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18. Assignment of Contract

18.1 The Contractor shall not assign or sublet the contract as a whole without the written consent of the Owner. The Contractor shall not assign any money due to the Contractor without the written consent of the Owner.

19. Separate Contracts

19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.

19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.

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

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

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

20. Subcontracts

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

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

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.

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

**21. Contractor-Subcontractor Relationship**

- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
- 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
- 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
- 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Consultant fails to certify a portion of the Requisition for Payment for a cause not the fault of the Subcontractor.
- 21.5 The Contractor shall not make a claim for liquidated damages or penalty for delay in any amount in excess of amounts that are specified by the subcontract.
- 21.6 The Contractor shall not make a claim for services rendered or materials furnished by the Subcontractor unless written notice is given by the Contractor to the Subcontractor within ten calendar days of the day in which the claim originated.
- 21.7 The Contractor shall give the Subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 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

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reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.

- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.
23. Observation of the Work
- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.
- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the 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.



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24. Consultant's Status

- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.

25. Management of the Premises

- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.
- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.

26. Safety and Security of the Premises

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

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- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.
- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 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

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Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.

- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
  - .2 unit prices named in the contract or subsequently agreed upon, or
  - .3 cost plus a designated percentage, or
  - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
  - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
  - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may 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,

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which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.

- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.

**28. Correction of the Work**

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

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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, 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

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

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.
- 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.

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

- 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.

**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

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

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

38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.

38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

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

38.2 Arbitration

38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.

38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.

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

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

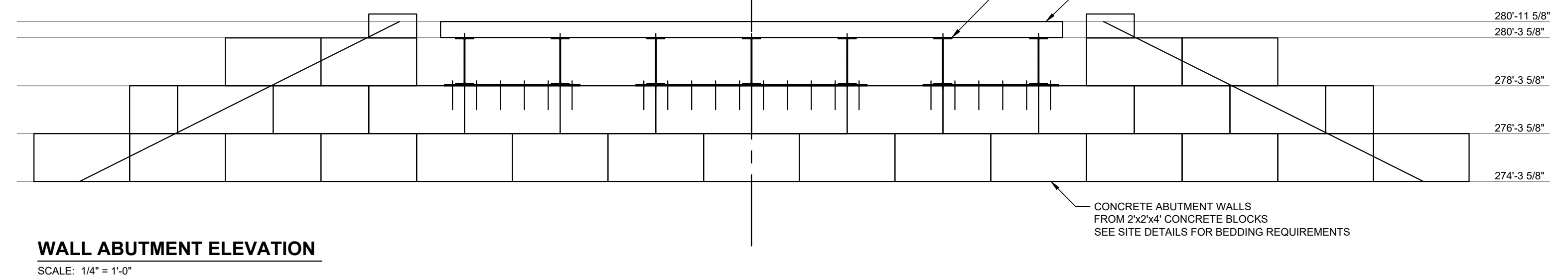
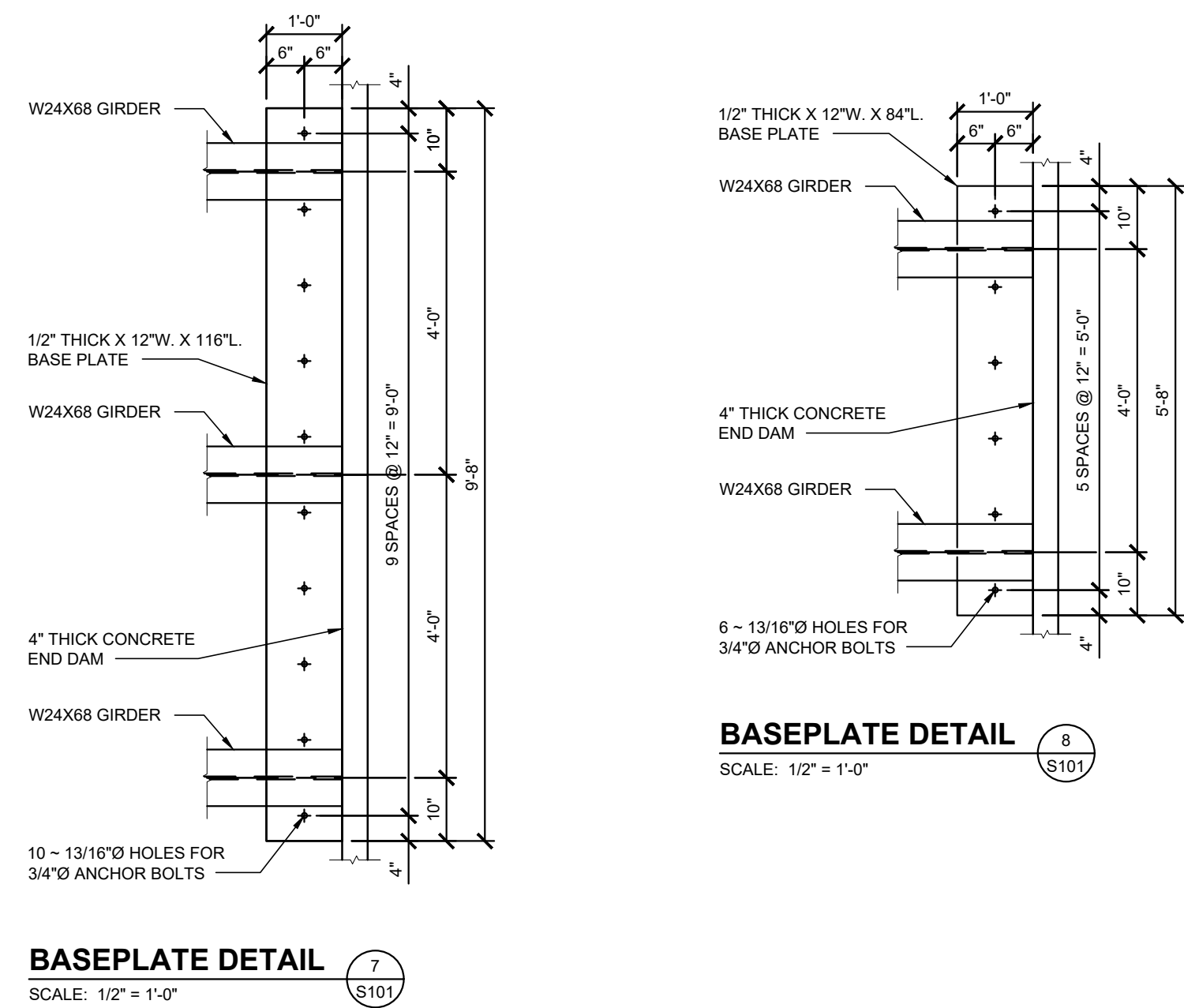
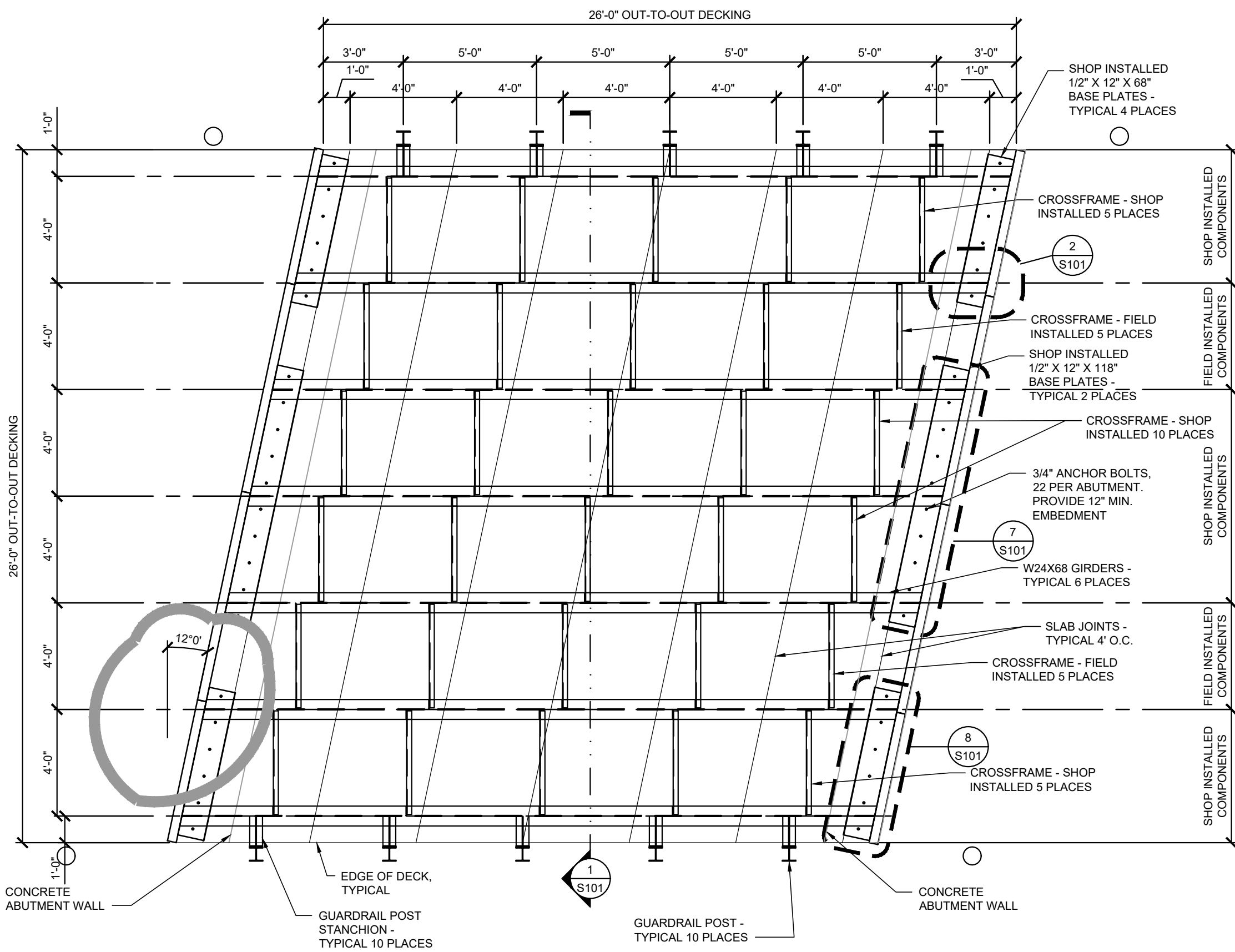
- A. Substantial Completion: Work of the Contract must be Substantially Completed by **31 October 2019** so that the Owner can have full use of interior space.
- a. Water crossings must be completed to the extent that vehicles may cross without limitations and in accordance with design specification no later than **30 August 2019**.
  1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.
- B. Final Completion of all Work of this Contract shall be by **30 November 2019**.
1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open, and is ready for final payment.
- C. The expiration date of this Contract is **31 December 2019**.
1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties has ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.
- D. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor.

### 1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.
- a. Conform to all permits, regulations and guidelines from the Army Corps of Engineers (ACOE), US Fish and Wildlife (USF&W) and the Maine Department of Environmental Protection (MEDEP).

### 1.04 PROJECT MEETINGS

- A. Requirements:
1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.
- B. Pre-construction Conference
1. The OWNER will administer pre-construction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.



**GENERAL CONSTRUCTION NOTES:**

- 1.) SELECTED FABRICATOR SHALL BE RESPONSIBLE FOR FABRICATION OF BRIDGE AND ITS COMPONENTS AS SHOWN ON THE DRAWINGS.
- 2.) BRIDGE SHALL BE DELIVERED TO SITE IN TWO SECTIONS WITH THE MIDDLE CROSS FRAMES AND END PLATES BEING CONNECTED IN THE FIELD AS SHOWN.

**DESIGN NOTES:**

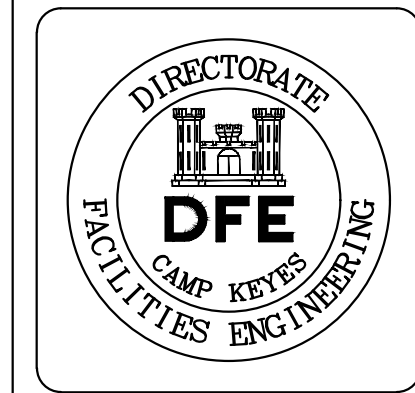
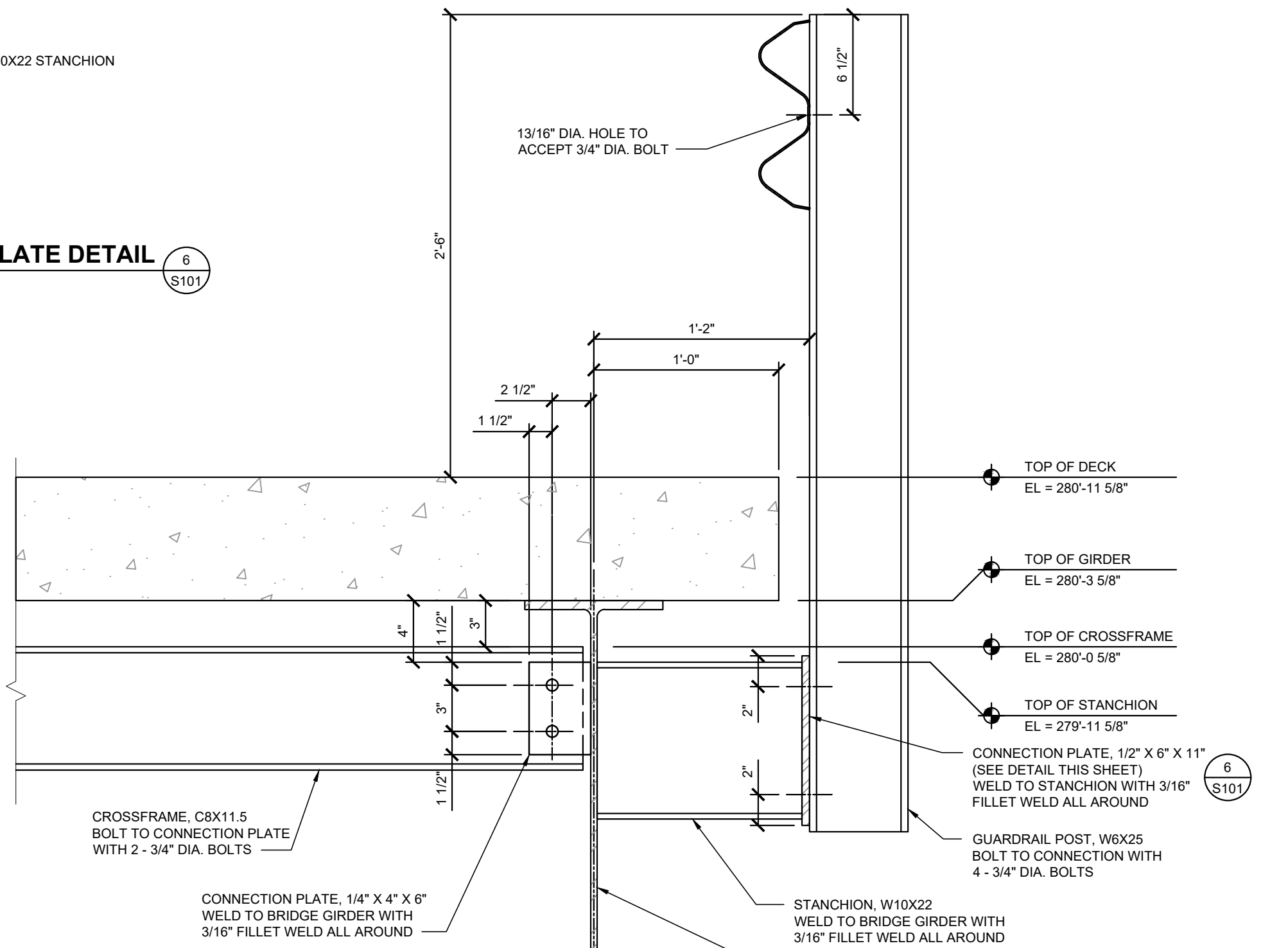
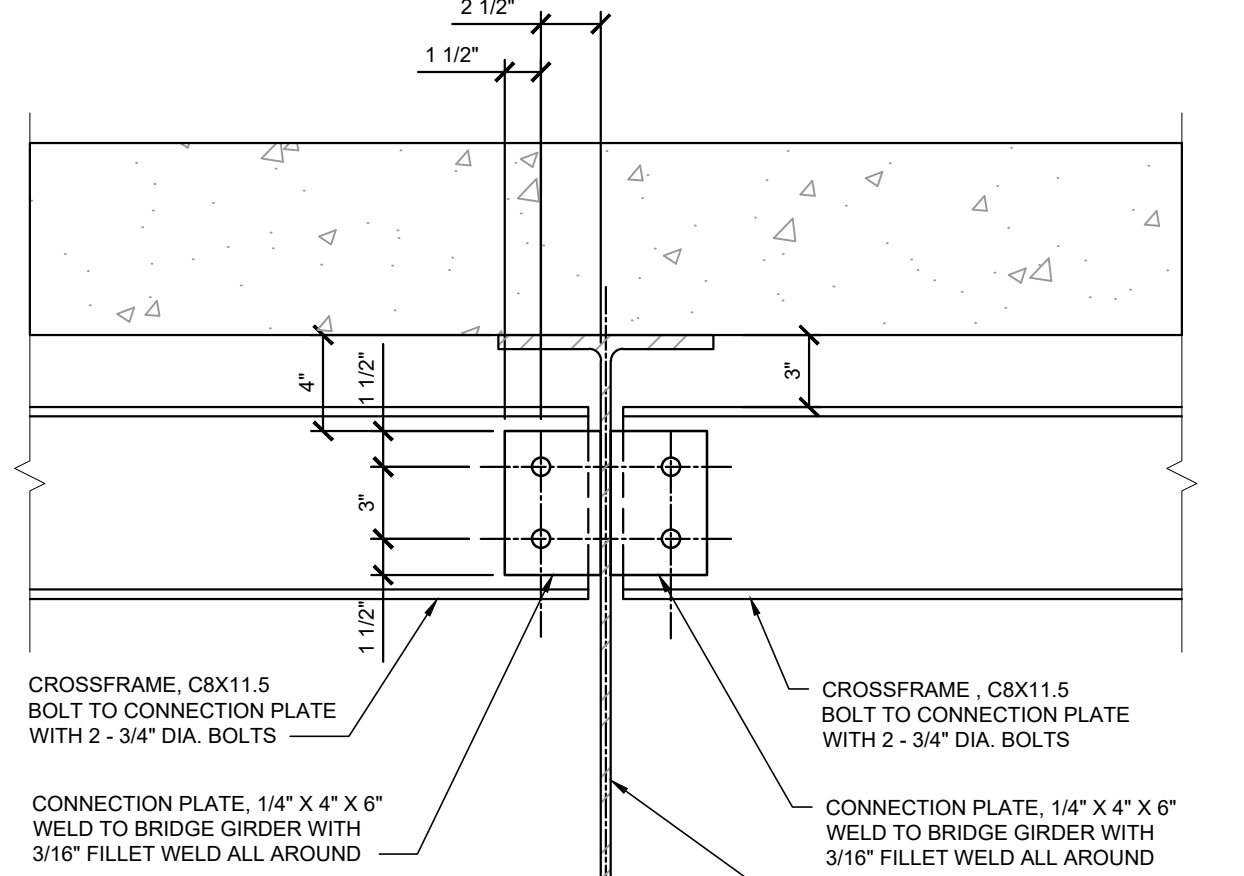
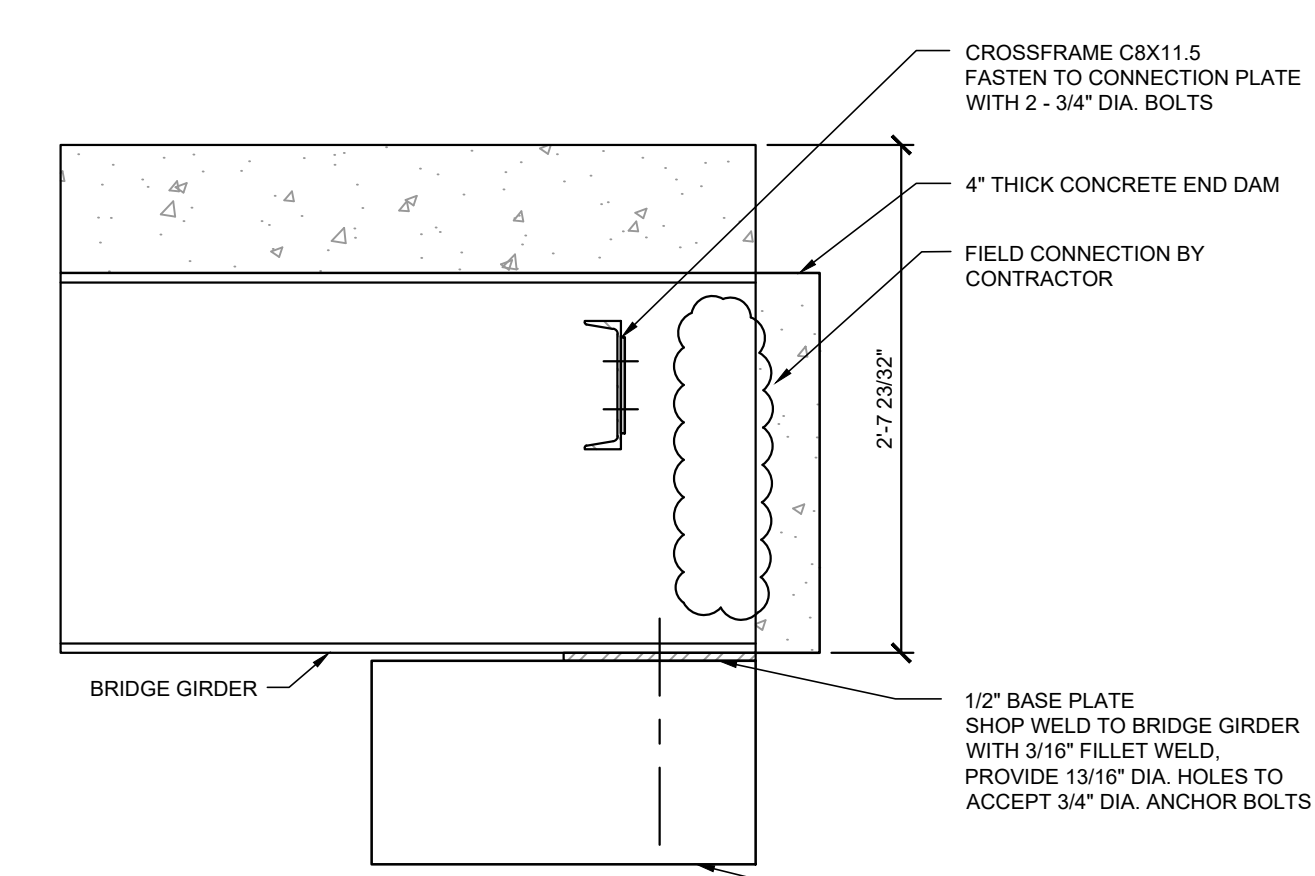
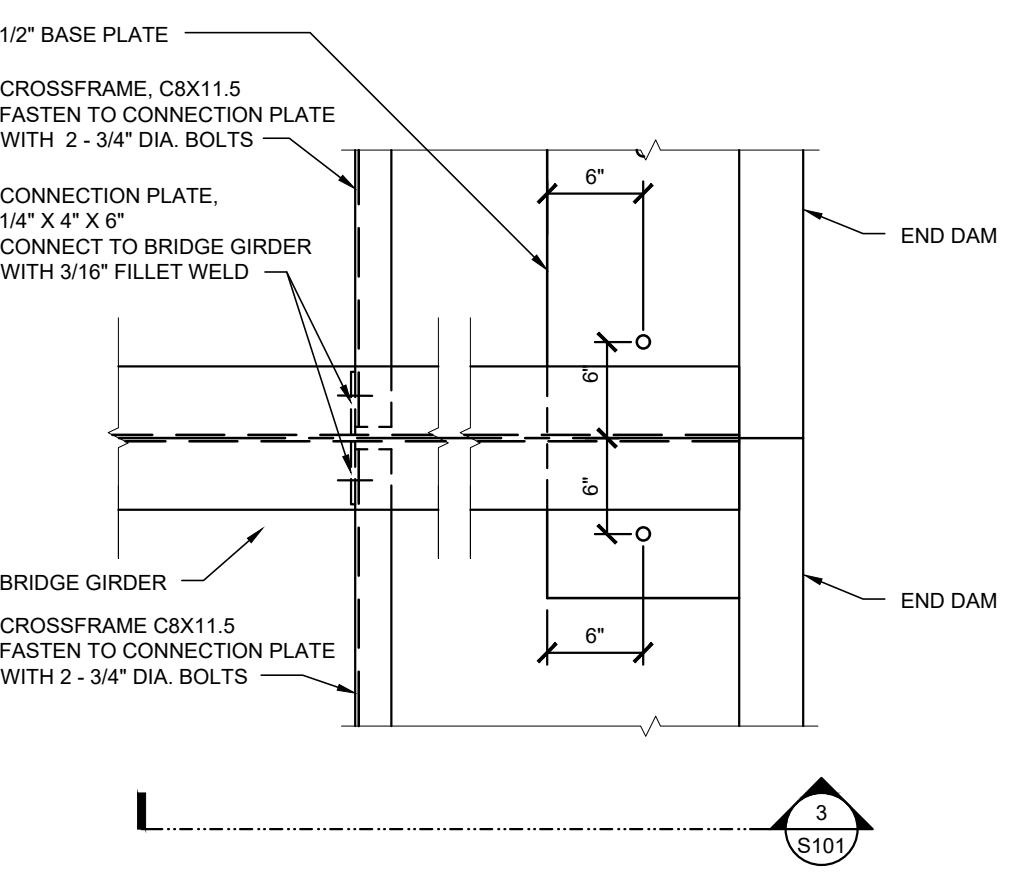
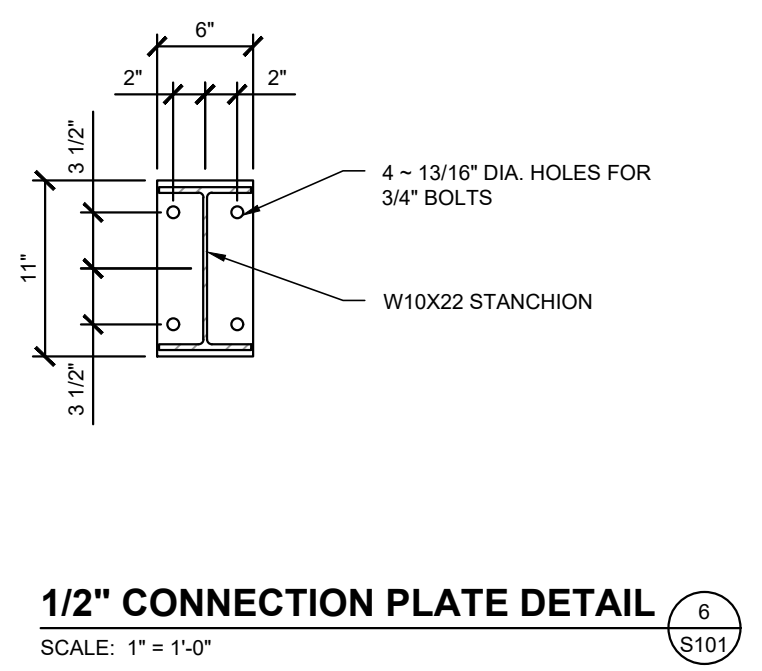
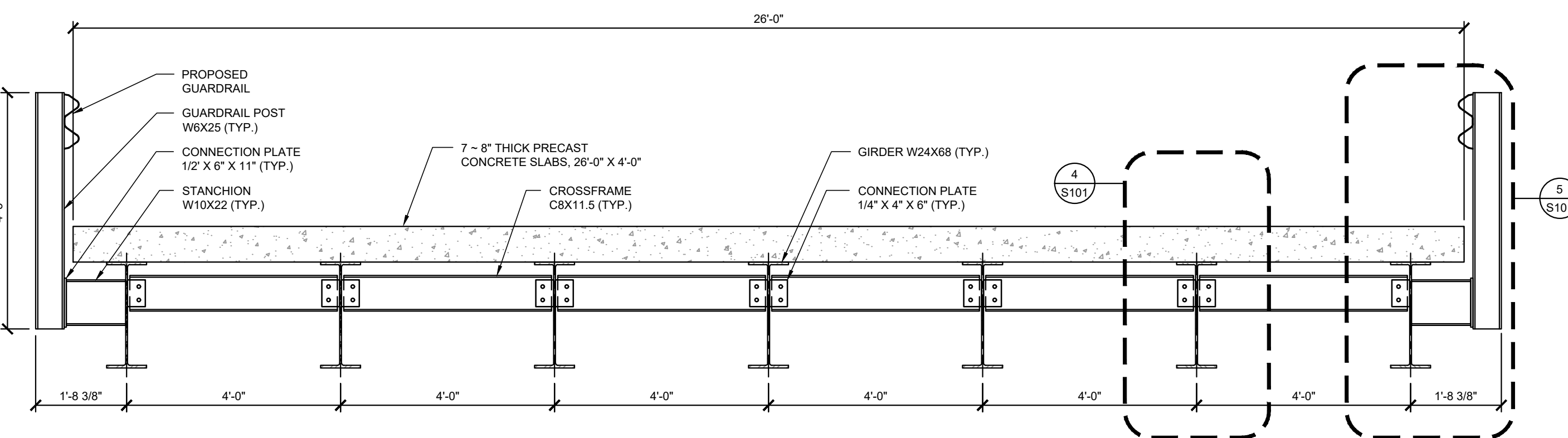
- 1.) BRIDGE DESIGN IN ACCORDANCE WITH AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES, LRFD THIRD EDITION.
- 2.) THE STRUCTURE HAS BEEN DESIGNED FOR A LIVE LOAD CAPACITY OF 90,000 POUNDS WHICH REPRESENTS AN HS25 VEHICLE. LIVE LOAD DISTRIBUTION WAS DETERMINED BY METHODS DESCRIBED IN AASHTO STANDARD SPECIFICATIONS.

**MATERIAL NOTES:**

- 1.) BRIDGE GIRDERS, STANCHIONS, AND GUARDRAIL POSTS: STRUCTURAL STEEL W SHAPES CONFORMING TO ASTM A992 WITH A YIELD STRESS  $F_y = 50,000$  PSI.
- 2.) CROSS FRAMES: STRUCTURAL STEEL CHANNEL SHAPES CONFORMING TO ASTM A36 WITH A YIELD STRESS  $F_y = 36,000$  PSI.
- 3.) CONNECTION ANGLES: STRUCTURAL STEEL ANGLE SHAPES CONFORMING TO ASTM A36 WITH A YIELD STRESS OF  $F_y = 36,000$  PSI.
- 4.) CONNECTION PLATES, BEARING PLATES, AND END PLATES: STEEL PLATE SHAPES CONFORMING TO ASTM A36 WITH A YIELD STRESS OF  $F_y = 36,000$  PSI.
- 5.) ALL CONNECTION BOLTS SHALL CONFORM TO ASTM A325.
- 6.) ALL WELDING SHALL CONFORM TO AWS D1.1.
- 7.) ALL STRUCTURAL STEEL SHALL BE COATED PER MANUFACTURER REQUIREMENTS WITH SHERWIN WILLIAMS DURA-PLATE 235 MULTI-PURPOSE EPOXY OR 7007G CROWN COLD GALVANIZING COMPOUND OR APPROVED EQUAL.

**FOUNDATION GENERAL NOTES:**

- 1.) FOUNDATION DESIGN BASE ON AN ASSUMED ALLOWABLE BEARING CAPACITY OF 2,000 PSF.
- 2.) FOUNDATIONS TO BEAR ON NATURAL UNDISTURBED SOIL OR CRUSHED STONE. LOOSE SOILS SHALL BE OVEREXCAVATED TO UNDISTURBED SOIL AND REPLACED WITH CRUSHED STONE FILL COMPACTED TO 95 PERCENT MAXIMUM DENSITY. CONCRETE SHALL NOT BE PLACED IN WATER OR ON FROZEN GROUND.
- 3.) WHERE LEDGE IS ENCOUNTERED, FOUNDATIONS SHALL BEAR DIRECTLY ON LEDGE. IN CASES OF PARTIAL LEDGE CONDITIONS, PROVIDE A MINIMUM OF 12 INCHES OF CRUSHED STONE BELOW FOUNDATION. IN NO CASE SHALL FOUNDATIONS BEAR PARTIALLY ON LEDGE AND PARTIALLY ON SOIL.



Rev#	Description	Date	Appr.
1	ADDENDUM 1	2019.04.24	ACH

DESIGNED BY: CDL	DRWN BY: DRA	CHECKED BY: CWS	DATE: 20/06/2018
AS NOTED	AS NOTED	AS NOTED	AS NOTED
DFE PROJECT NO: 2.3...	CONSULTANT NAME: CES, INC.	CONSULTANT ADDRESS: 465 SOUTH MAIN STREET, BREWER, MAINE	CONSULTANT JOB NUMBER: 10921.007

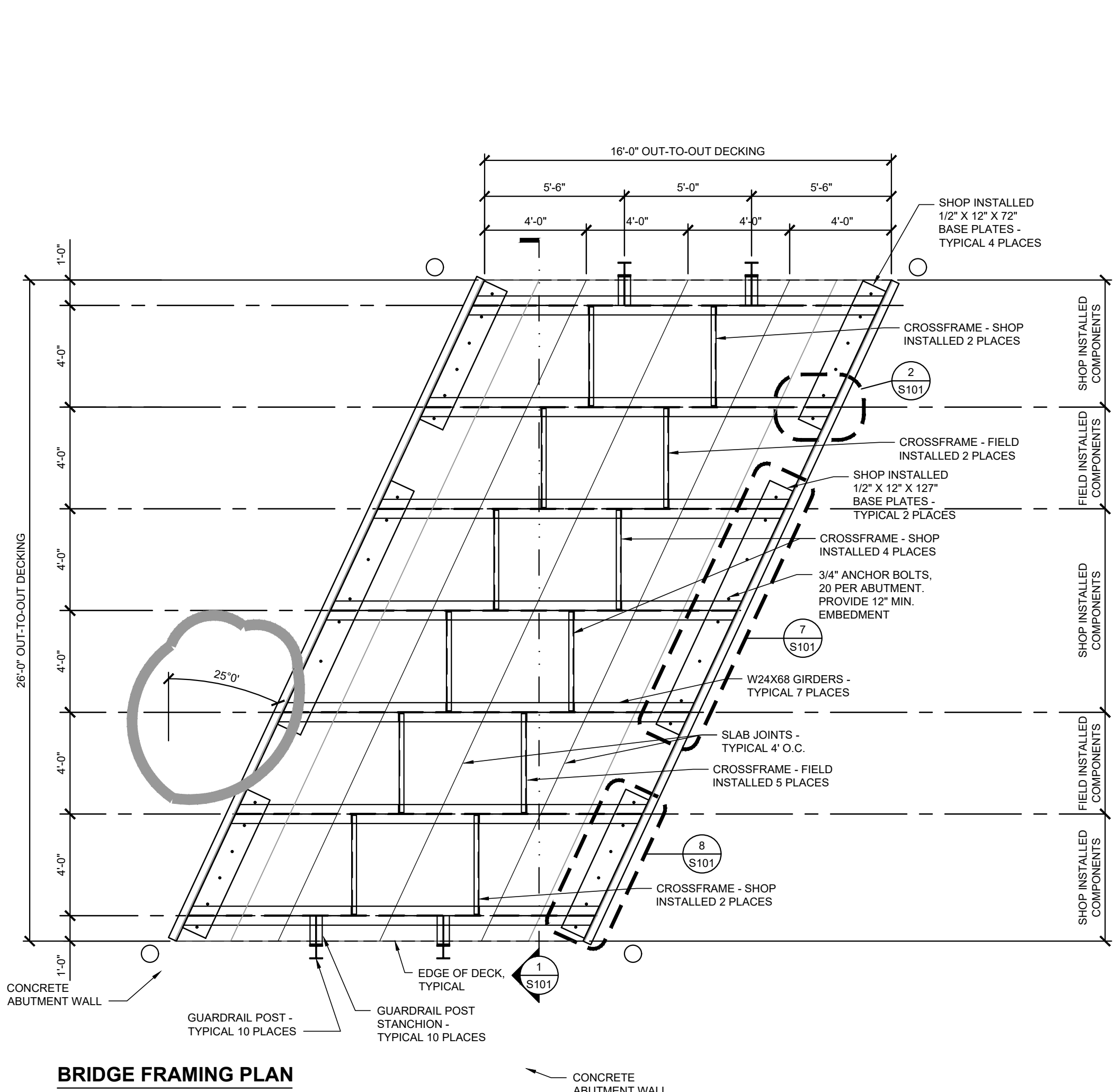
**STATE OF MAINE**  
DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT  
Consultant Name  
CES, INC.  
465 SOUTH MAIN STREET, BREWER, MAINE  
207-989-4824  
CONSULTANT JOB NUMBER: 10921.007

T2 R9 TS, T2 R9 TWP, MAINE  
TRAIL AND WATER CROSSING REPAIR  
A-13-01  
BRIDGE FRAMING PLAN  
AND DETAILS

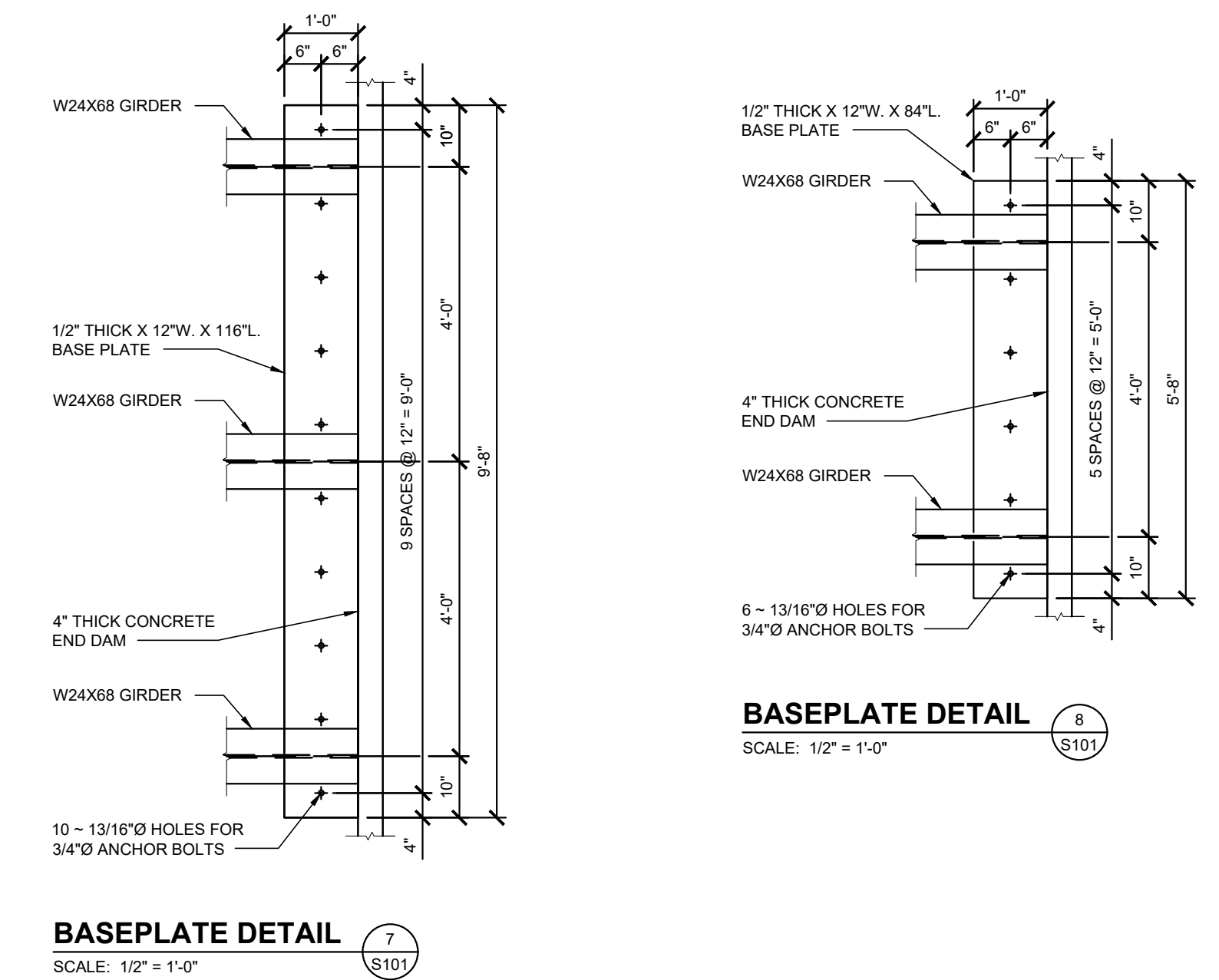
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<input type="checkbox"/>	ISSUED FOR CONSTRUCTION
<input type="checkbox"/>	RECORD DRAWINGS

SHEET ID:  
S-101  
SHEET: 5 OF 5

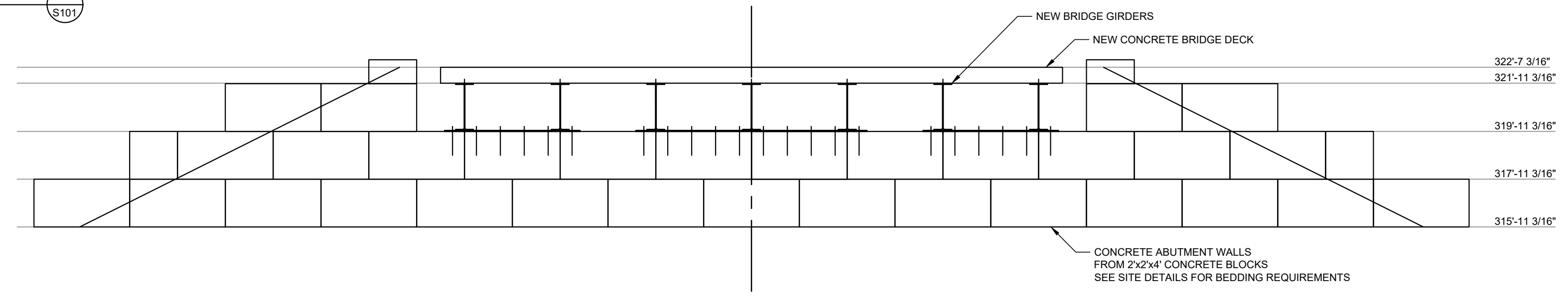


**BRIDGE FRAMING PLAN**  
SCALE: 1/4" = 1'-0"



**BASEPLATE DETAIL 7**  
SCALE: 1/2" = 1'-0"

**BASEPLATE DETAIL 8**  
SCALE: 1/2" = 1'-0"



**WALL ABUTMENT ELEVATION**  
SCALE: 1/4" = 1'-0"

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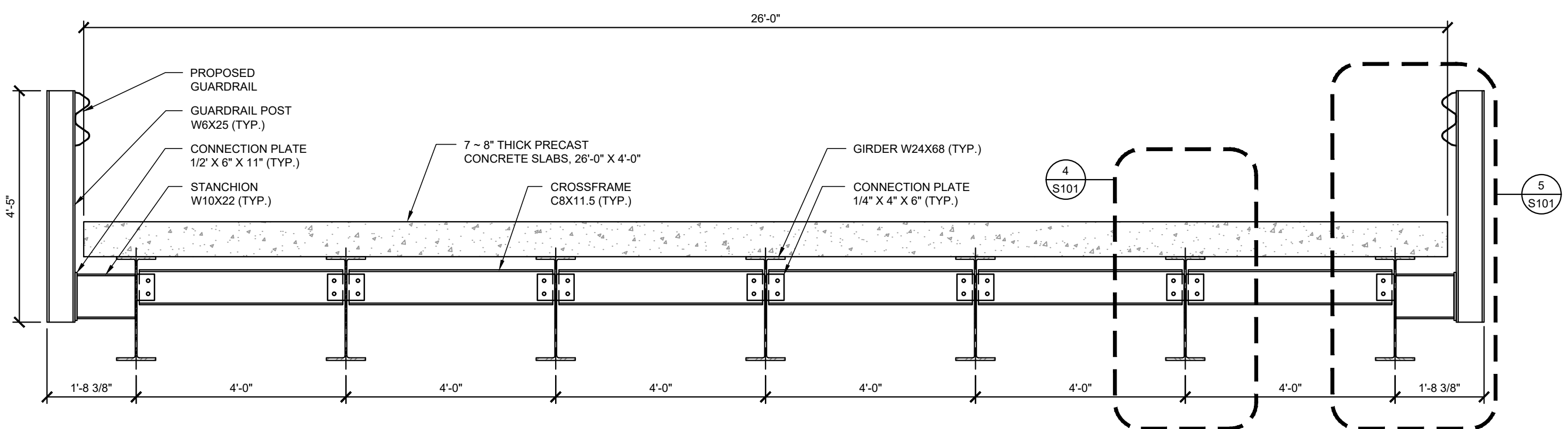
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**MATERIAL NOTES:**

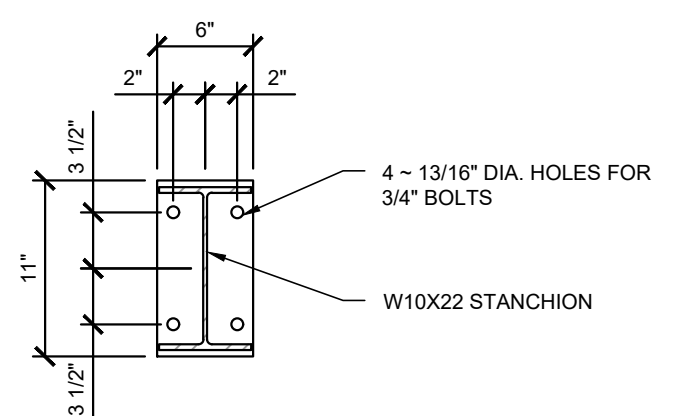
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**FOUNDATION GENERAL NOTES:**

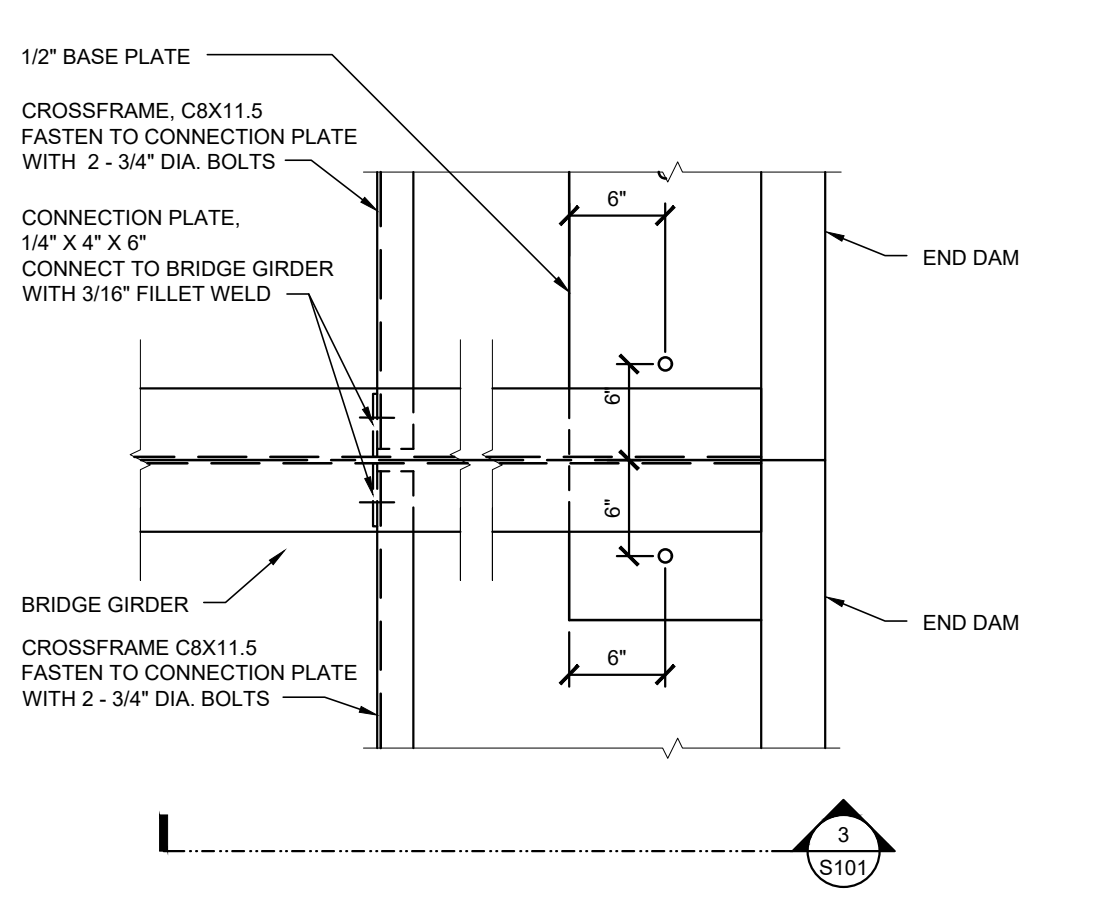
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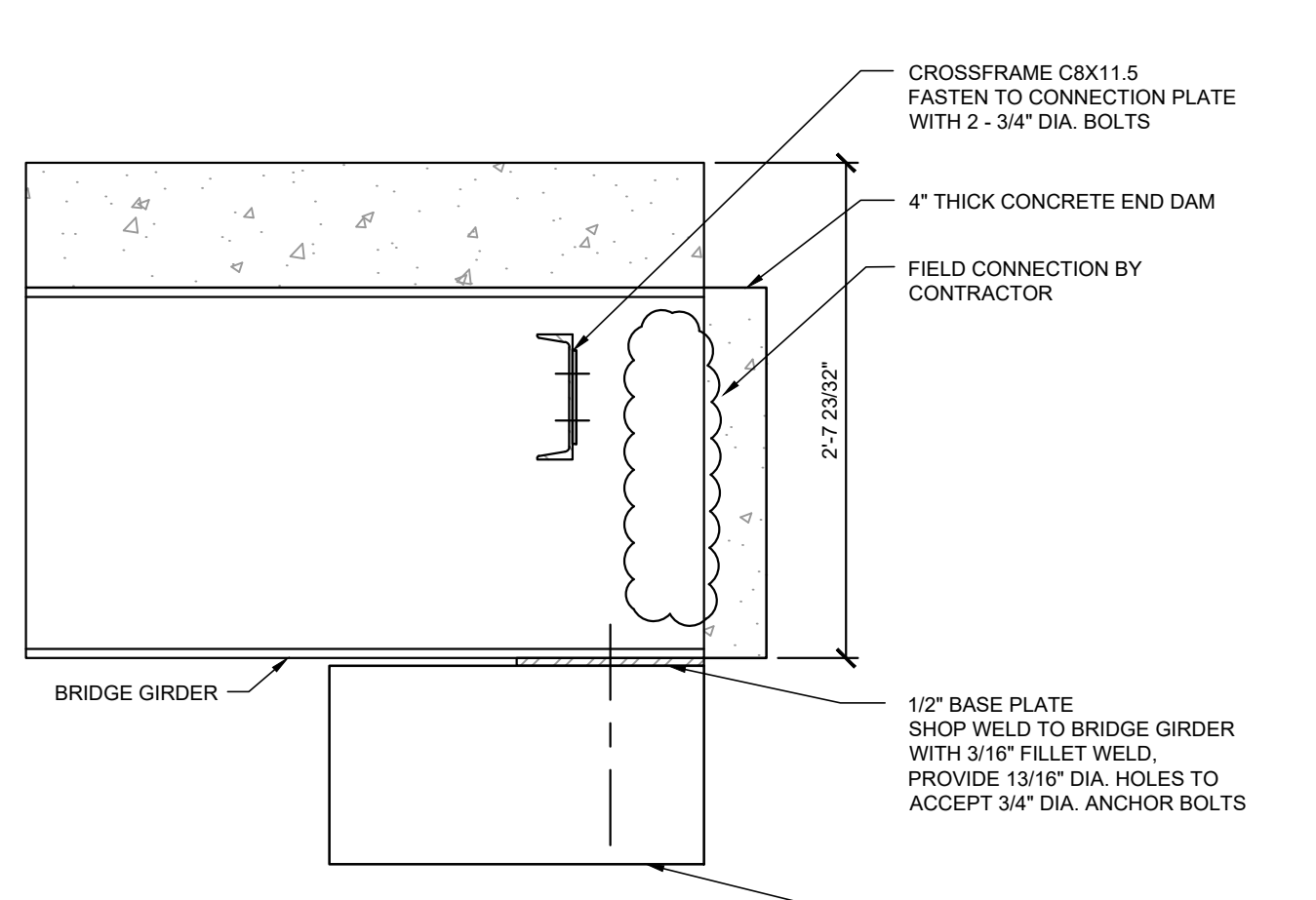
**BRIDGE LATERAL SECTION**  
SCALE: 1/2" = 1'-0"



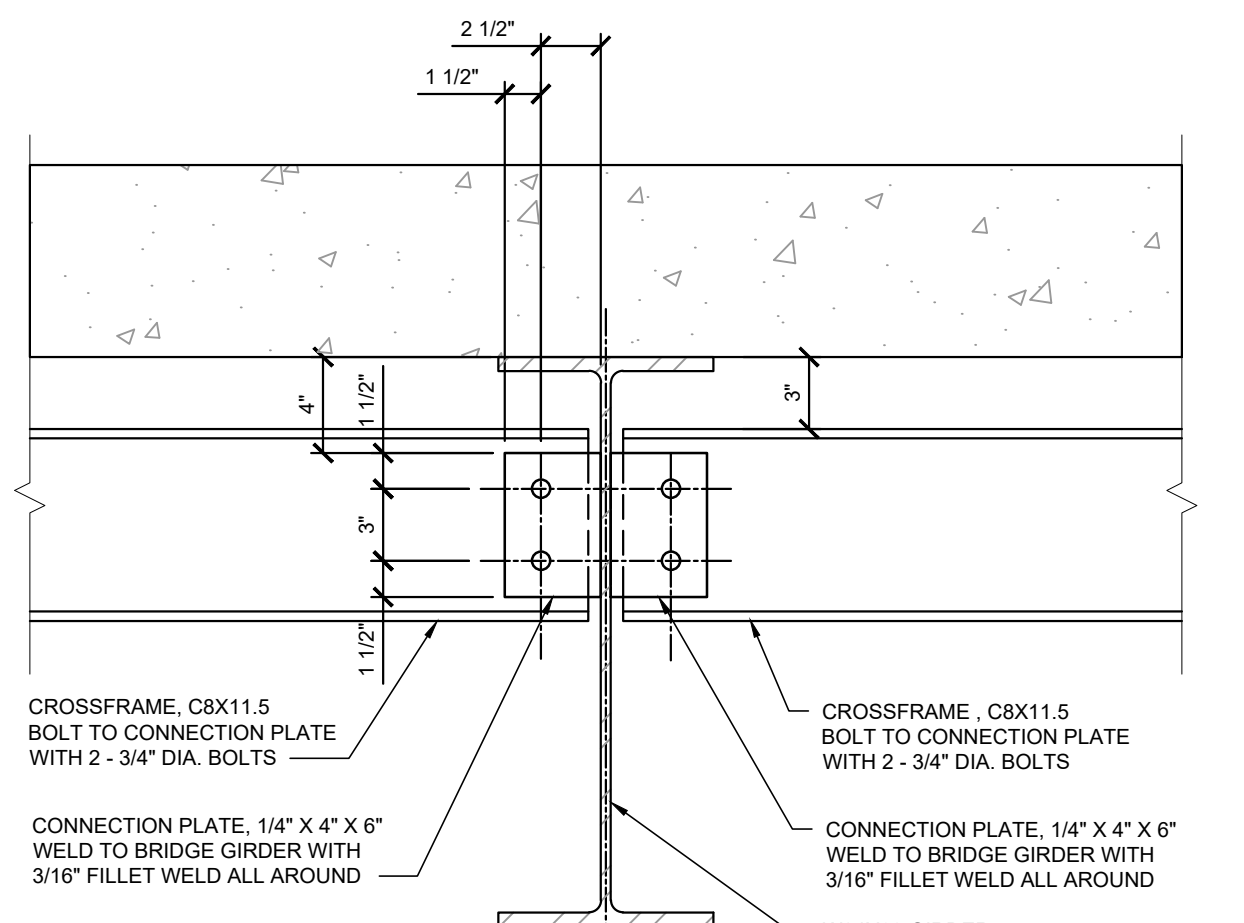
**1/2" CONNECTION PLATE DETAIL**  
SCALE: 1" = 1'-0"



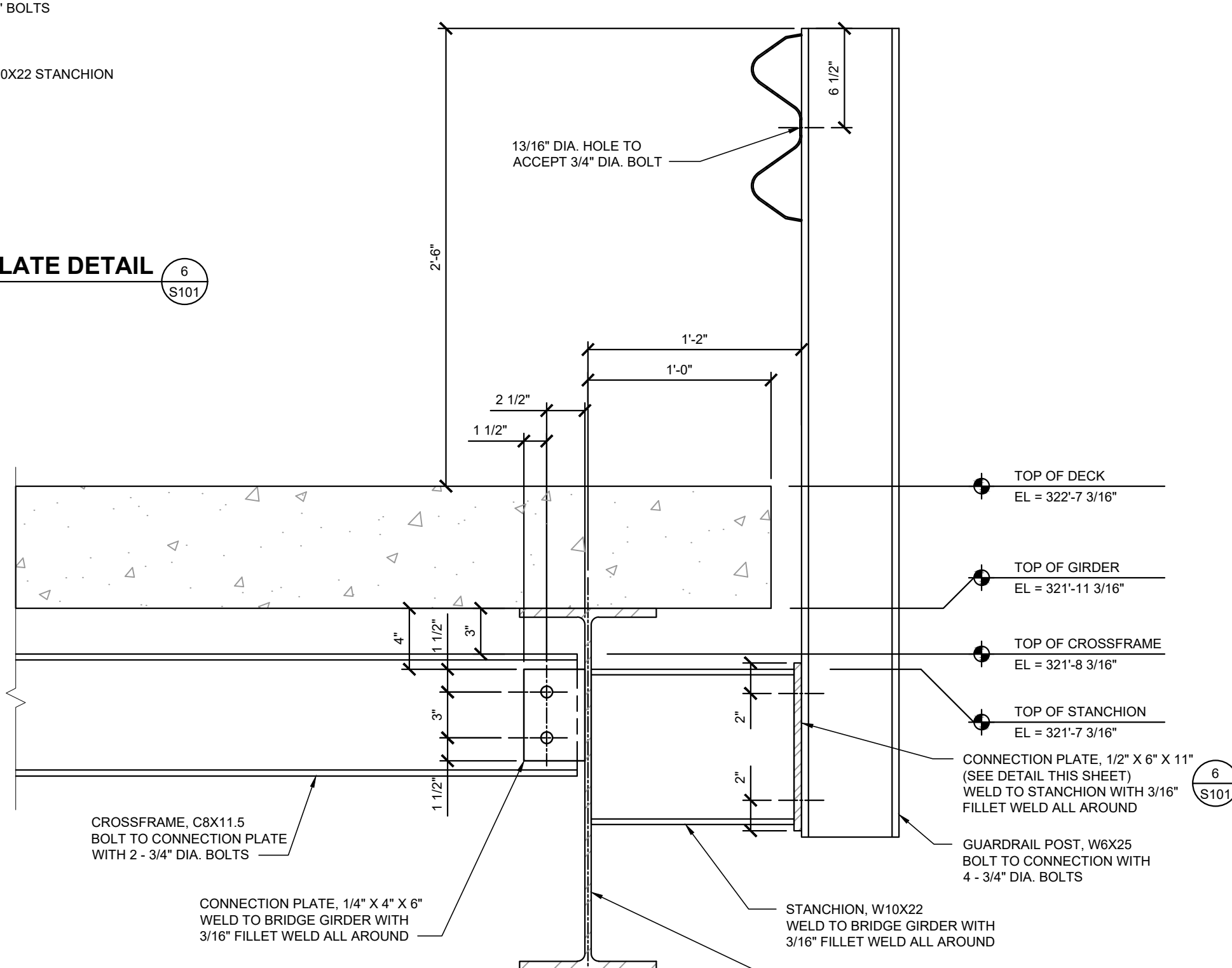
**BRIDGE CONNECTION DETAILS**  
SCALE: 1" = 1'-0"



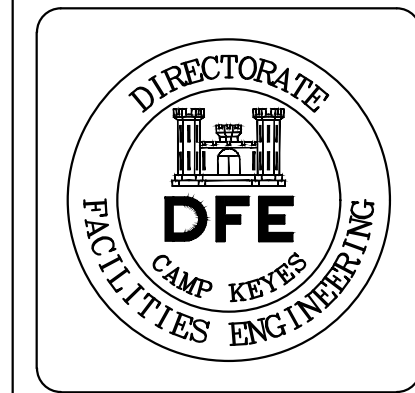
**BRIDGE CONNECTION SECTION**  
SCALE: 1" = 1'-0"



**BRIDGE DETAIL 4**  
SCALE: 1 1/2" = 1'-0"



**BRIDGE DETAIL 5**  
SCALE: 1 1/2" = 1'-0"



PLAN REVISIONS		Date	Appr.
1	ADDENDUM 1	2019.04.24	ACH

DESIGNED BY: CDL	DRWN BY: DRA, JD
CHECKED BY: CWS	DATE: 20/06/2018
SCALE: AS NOTED	DPE PROJECT NO: 2.3...

**STATE OF MAINE**  
DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT  
Consultant Name  
CES, INC.  
465 SOUTH MAIN STREET, BREWER, MAINE  
207-989-4824  
CONSULTANT JOB NUMBER: 10921.00B

T2 R9 TS, T2 R9 TWP, MAINE  
TRAIL AND WATER CROSSING REPAIR  
B-02-01  
BRIDGE FRAMING PLAN  
AND DETAILS

**PLAN PROGRESS**

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<input type="checkbox"/>	95% REVIEW
<input type="checkbox"/>	FINAL REVIEW
<input checked="" type="checkbox"/>	FOR BIDDING
<input type="checkbox"/>	ISSUED FOR CONSTRUCTION
<input type="checkbox"/>	RECORD DRAWINGS

SHEET ID:  
S-101  
SHEET: 5 OF 5



## PRE-BID MEETING MINUTES

Date: April 16, 2019, Time 9am  
Project No.: 10921.007/008  
Project: T2 R9 Training Site Trail and Water Crossing Repair  
Owner: Maine Army National Guard

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COPY: Original - Office

MINUTES BY: DJO

COPY: EACH ATTENDEE

NEXT MEETING: TBD

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### PROJECT CONTACTS:

#### **OWNER:**

Paul R. Lapointe - Facilities Project Manager

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592-0596 (cell)

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Timothy Bickford – Biologist/ Conservation Manager

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Sherrill Hallet – Bidding Services

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#### **ENGINEER:**

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991-0756 (cell)

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Drew Olehowski, E.I. Civil Project Professional

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## **Attending Personnel/Distribution:**

All contacts noted above were present at the meeting.

### **Paul Lapointe:**

- There will be a non-mandatory site visit in May 2019. All pre-bid meeting attendees will be notified of this date when it is established.
- Location maps have been provided to all attendees. The site is currently open for anyone wishing to visit the site at any time.
- The SLODA permit for this project is available to the public at the town offices for both Lincoln and Bangor.
- Description and purpose of project provided.
- Deadline for all bidding and technical questions is Thursday, May 16, 2019, at 4pm
- State of Maine wage rates to be used, not Davis-Bacon.
- Sealed bids are due at Camp Keyes on May 23, 2019, at 2pm.
- Bid Bonds are required.
- Basis of Award – Lowest sum of the base bid and combination of ABI's (chosen by owner).
- Budget for both projects is \$650,000.00.
- In-water work dates: July 15, 2019 to October 1, 2019.
- Contract Expiration Date – December 31, 2019.
- Background checks will be required for all on-site employees.
- There will be no dates where work cannot occur.
- It will be the responsibility of the Contractor to obtain any necessary permits that may be required by the Town of Chester.
- Material testing will be the responsibility of the Contractor
- Do not request additional payment outside of contract guidelines from the Owner without first requesting that the work be done.
- Safety is the responsibility of the Contractor.
- Allowance may be made available for repair of project access road. This will be determined after site visit. This allowance should be included in base bid.
- Best method of access is Pelkey Road. Other access is available by P-ridge road but is more difficult.
- National Guard Environmental Dept. will be doing several inspections.

### **Chip Haskell:**

- Overview of A-13-01 crossing plan and details
- The base bid will consist of work done for the A-13-01 crossing
- Existing Roads are between 12'-15' wide
- Contractor is responsible for layout. CES can provide this service if requested.
- Alternate de-watering plans will be considered upon request.
- Work is near wetlands, minimize impacts as much as possible.
- Alternate Erosion and Sediment controls will be allowed.
- Sheet S101 – Material Note #7 – Paul Lapointe does not want galvanized steel to become a maintenance issue. A change to this will be considered and Contractors will be made aware of change.



- Overview of B-02-1 crossing plan and details.
- Road is not consistently 24', some spots wider to adjust for vehicle turns.
- Open to alternate abutments on both crossings- discuss with engineer.
- CES will do several inspections.

**Q&A:**

Q: Can different size pre-cast blocks be used that sizes shown on the plans?

A(CH) – Yes, check with Engineer.

Q: Are there specs available for the concrete panels to be used for bridge decking?

A(CH): Precast deck panel to be designed by precast manufacturer. Design loads are provided under “Design Notes” on Sheet S101.

Q: Page 87 of Project Manual has incorrect date for project final completion?

A(PL): This is a sample contract form provided by BREM, the date listed on that page is arbitrary and not reflective of the actual date. Actual date will be inserted once contract is awarded. BREM stipulates we place this sample form in the bidding documents.

Q: Sources say that lead time for steel bridge materials is currently 14 weeks?

A(CH/PL): Alternatives can be discussed that will not delay project. Will be addressed before bidding ends.

Q: Are the skew angles of the crossings shown?

A(CH): Not currently on plans, but will be added.

Q: Will the Department of Fisheries and Wildlife assist with stream reconstructions?

A(CH): Reconstruction info is shown on the plan details. The dept. could assist if requested. Details will be in fish and wildlife permit.

Q(CH): Any suggestions for alternatives to galvanized steel?

A(Contractor): Galvanized paint works well.

Q: What is the process for gravel testing?

A(CH): Gravel submittal will be required. Information on testing is in specs. Compaction testing can be subbed by either the Engineer or Contractor. Testing to be accounted for in QA/QC bid item. Test results to be sent to Owner/Engineer.

Q: Will road be in use during construction?

A(PL): There will be a change in Addendum 1 requiring that the roads and bridges will need to be in a state that vehicles can use no later than 30 August 2019. The project will not have to be completed but the roads and crossings must be passable to vehicles and equipment as designed by that date due to mission requirements.

Q: Are guns allowed on site?

A(PL): As of now, no. Paul is attempting to get clarification from security manager who is currently out. Will be notified of any changes.



Q: Where does E&SC have to be used?

A(CH): Silt fence locations are shown on plans. Alternate forms of control may be used, such as control berms.

Q: How should vegetation be disposed of?

A(PL): It can be disposed of on-site.

Q: Are there any waste pits for fill?

A(PL): There are no waste locations on site, waste will be disposed of off-site.

Q: Will there be payroll auditing?

A(PL): Certified payrolls will be required. Day after pre-bid meeting, State of Maine did audit the certified payroll for one of Paul's other projects.

PRE-BID MEETING SIGN IN

PRE-BID MEETING SIGN IN	
DVEM WOODVILLE (T2 R9) STREAM CROSSINGS - TUESDAY, APRIL 16, 2019 @ 9:00 AM @ CES, INC.	Job No: 10921.007/008
CONTRACTOR NAME/CONTACT/ADDRESS	TELEPHONE/FAX/EMAIL
Chesterfield Associates Inc Lucinda Tyles 123 West Shore Rd Westport Island Maine	TEL: 207-882-5400 FAX: 207-882-9308 CELL: 207-350-5966 EMAIL: lucinda@ca-inc.net
Dirigo Timberlands Blaine Miller P.O. Box 481 N. Amscom Me 04958	TEL: 207 635 2099 FAX: 207 635 2172 CELL: 207 399 2834 EMAIL: Blaine@DirigoTimberland.com
Northeast Paving Company 953 Odlin Rd Banger, ME 04401	TEL: 207-945-0873 FAX: 207-945-0874 CELL: 207-974-7425 EMAIL: adam.laird@eurovia.us
Emery Lee Son's 936 Central St Millinocket me 04462	TEL: 207 723 8850 FAX: 207 723 8051 CELL: 207 731 4251 EMAIL: emerylee@ime.net
Treeline Inc 127 Access Rd Lincoln, ME. 04457	TEL: 207-794-2044 FAX: CELL: 207-290-2901 EMAIL: Brian@treelineinc.biz Cab@treelineinc.biz

PRE-BID MEETING SIGN IN	
CONTRACTOR NAME/CONTACT/ADDRESS	TELEPHONE/FAX/EMAIL
DVEM WOODVILLE (T2 R9) STREAM CROSSINGS - TUESDAY, APRIL 16, 2019 @ 9:00 AM @ CES, INC.	Job No: 10921.007/008
Lyle Francis Chesterfield Assoc	TEL: FAX: CELL: 207-745-6594 EMAIL: Lyle.Francis76@gnecol.com
Brown Construction 68 Bengor St. Houlton, ME 04730 Malcolm Thornton	TEL: 207-532-0910 FAX: 207-532-9898 CELL: 207-538-2068 EMAIL: Malcolm@brownconst.com
xide Construction 570 PERRY Rd Bangor, ME 04401 John Keith	TEL: 207-217-6013 FAX: 207-217-6015 CELL: 207-944-2232 EMAIL: John.Keith@xidec.com
Drew Olechowski - CES dolechowski@cesincusa.com	TEL: FAX: CELL: EMAIL:
CHIP HASKELL, CES	TEL: FAX: CELL: EMAIL: