

**MAINE BUREAU OF PARKS AND
LANDS**

PROJECT MANUAL

For

Mount Battie Accessible Walkway

**Camden Hills State Park,
Camden, Maine**

Issued for Bid

February 8, 2024

**PINNACLE HILL
ENGINEERING**

**Mount Battie Accessible Walkway
Camden Hills State Park,
Camden, Maine**

BGS Project: 3466

Prepared for:

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

BUREAU OF PARKS AND LANDS

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**NOTICE TO CONTRACTORS
REQUEST FOR BIDS**

The Maine Department of Agriculture, Conservation and Forestry is conducting a competitive bid process for the **Camden Hills State Park Mount Battie Accessible Walkway, (BGS Number 3466)** in Camden, Maine.

Bids will be opened and read aloud at the Bureau of General Services, accessible as a video conference call, at **2:00 p.m. on Thursday March 7, 2024.**

The detailed Notice to Contractors can be found on the BGS website:
<https://www.maine.gov/dafs/bgs/business-opportunities>

00 11 13
Notice to Contractors

Mount Battie Accessible Walkway
At Camden Hills State Park,
BGS 3466

The Department of Agriculture, Conservation & Forestry is conducting a competitive bid process for the improvement of the existing facilities on the summit of Mt. Battie, in Camden Hills State Park, Camden, Maine.

The contract is to improve the accessibility of the existing summit facilities and includes the walkways and service road to the summit, and construction of concrete and stone retaining walls, concrete pavements and interpretive signage at the summit.

The project will include approximately 260 feet of 6 ft and 8 ft wide concrete walkways, 280 ft of gravel surfaced walkways and service roads, 1200 sq. feet of concrete pavement in the renovation of the terrace at the top of Mt. Battie, and approximately 250 feet of low stone masonry walls in the style to the Mt. Battie landmark tower.

The cost of the work is approximately \$ 375,000. The contract shall designate the Substantial Completion Date on or before **November 1, 2024** and the Contract Final Completion Date on or before **December 31, 2024**.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Mount Battie Accessible Walkway at Camden Hills State Park, BGS 3466**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m. on Thursday March 7, 2024**.

Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to BGS.Architect@Maine.gov.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Joseph H. Ostwald, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. 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 the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.

00 11 13
Notice to Contractors

4. Performance and Payment Bonds are required on this project.
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.
6. There are no Pre-qualified General Contractors on this project.
7. An informational meeting will be held at the Park Maintenance area on **Wednesday February 21 at 1 PM** at the park shop building to answer questions. The Mt. Battie road is closed for the season, but weather and snow may permit the bidders to drive to the top at thst time to view the work area. Attendance at the prebid meeting is not mandatory.
8. Bid Documents - full sets only - will be available on or about **February 8, 2024** and may be obtained at no cost as a download from:
Bureau of General Service website
<https://www.maine.gov/dafs/bgs/business-opportunities>

CAMDEN HILLS STATE PARK

HIKING TRAILS

With over 30 miles of trails, the park offers many choices for hikers. Distances and time estimates are for one-way trips. Trails are marked with the color symbols shown below.

- View the *Natural Heritage Hike* guides to this park at www.maine.gov/dacf/mnap/assistance/heritage_hikes.htm
- Hiking trails are open for snowshoeing during the winter unless posted otherwise.

Adam's Lookout Trail (easy, 0.3 miles) Excellent views of Penobscot Bay on this trail connecting the Tablelands and Megunticook Trails. Allow 10 minutes.

Bald Rock Trail (easy to moderate, 1.3 miles) Leaves Multi-use Trail at 1.3 miles; excellent views of Penobscot Bay. Allow 30 minutes.

Bubba's Trail (easy to moderate, 0.8 miles) Climbs through the woods to the Tablelands Trail. Allow 30 minutes.

Cameron Mtn. Trail (easy, 1.9 miles) Gradually rises through old farmland and blueberry barren. Allow 1.5 hours.

Carriage Road Trail (moderate, 0.8 miles) Follows old carriage road to Mt. Battie's summit. Allow 45 minutes.

Frohook Trail (moderate to strenuous, 1.9 miles) Bike trail with natural surface (rocks, roots) through oak and spruce forests over 3 mountains; some steep slopes. Allow 2 hours.

Jack Williams Trail (easy to moderate, 1.6 miles) Offers views of lakes, hardwood forests, and rising cliffs. Allow 1.5 hours.

Maiden Cliff Trail (moderate, 1 mile) Provides striking views from cliffs 800' above Megunticook Lake. Allow 1.5 hours.

Megunticook Trail (moderate, 1 mile) Sweeping views of ocean, lakes, hills at Ocean Lookout. Allow 1 hour.

Mt Battie Trail (moderate to strenuous, 0.5 miles) Panoramic view from summit; some steep pitches. Allow 45 minutes.

Multi-use Trail (easy, 5 miles) Pleasant forested route on lower slopes of mountains. Allow 3 hours.

Nature Trail (easy to moderate, 1.2 miles) Gradually climbs forested slopes to the Tablelands Trail. Allow 1 hour.

Ridge Trail (moderate, 2.5 miles) Covers Megunticook's ridge and wooded summit (1380'). Allow 2.5 hours.

Scenic Trail (moderate, 0.8 miles) At Millerite Ledges (920') fine views of mtns. and lakes. Allow 45 minutes.

Shoreline Trail (easy, 0.3 miles) Follows the scenic shoreline of Penobscot Bay. Allow 15 minutes.

Sky Blue Trail (easy to moderate 1.5 miles) Meanders through blueberry barren and mature forest, and by a vernal pool. Allow 1.5 hours.

Slope Trail (moderate to strenuous, 1.5 miles) Climbs sharply to Megunticook's wooded summit from the Megunticook Cabin.

Summer Bypass Trail (easy, 0.8 miles) Crosses the northeast slope of Mt. Megunticook to avoid low, wet areas on the Multi-use Trail. Allow 30 minutes.

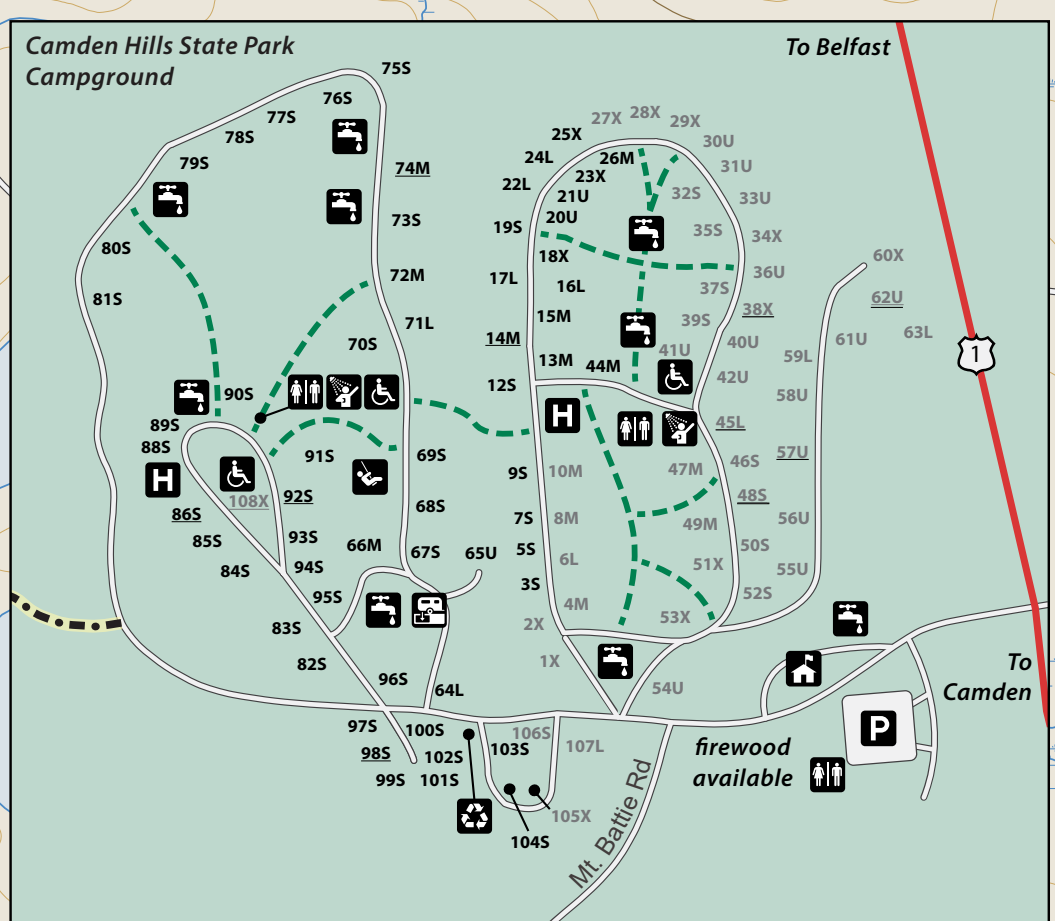
Tablelands Trail (moderate to strenuous, 1.5 miles) Descends from Mt. Battie, rises to plateaus (tablelands) and ledges, then climbs steadily to Ocean Lookout (1300'). Allow 1.5 hours.

Zeke's Trail (moderate, 1.3 miles) Fairly steep old road; short spur to Zeke's Lookout. Allow 1 hour.

SNOWMOBILING

- 7.6 miles of trail are open to snowmobiles and XC-skiers. Please stay alert for cross-country skiers on trail and especially at trail intersections.
- The Megunticook Cabin, located on the Ski Shelter/Multi-use Trail is a popular camping rental. Call the park to make reservations.
- Closest ITS Trail is 83 in Liberty. FMI: www.mainesnowmobileassociation.com/the-its-map/

Bureau's Off-road Recreational Vehicle Office:
(207) 287-4957
Within Maine Only: 1-800-462-1019
For Snowmobile Trail News & Alerts: Text SNOW to 888-514-7527



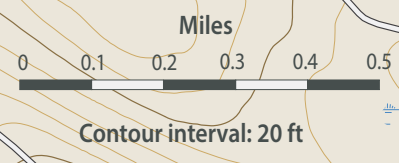
- #S Small camper or tent site (up to 20')
- #M Medium camper site (up to 25')
- #L Large camper site (up to 30')
- #X Extra large camper site (up to 35')
- #U Largest camper site (greater than 35')
- * Underlined sites are non-reservable
- ** Grey sites have water and electric hookups.

WINTER AT CAMDEN HILLS
is a special time of year - the park becomes a winter wonderland. Day use continues, and though the road to Mount Battie is closed, you can still hike to the top. Winter camping is available. Choose either rustic tent camping or rent the beautiful Megunticook Cabin.

Camden Hills State Park

Trails and Interest Points

- Hiking/snowshoeing trail
- Multi-use trail (hiking, biking, horseback riding, cross-country skiing, and snowmobiling)
- Biking doubletrack trail
- Biking singletrack trail
- Entrance booth
- Parking
- Accessible
- Picnic area
- Group picnic shelter
- Overlook
- Toilets
- Megunticook Cabin
- Boat launch, trailerable FMI: www.maine.gov/dacf/boatlaunches
- Camping area
- Group tent site
- Campground host
- Water, potable
- Dumping station
- Recycling
- Transportation
- Major road, Highway
- Secondary road, Street



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 General Services, to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.8 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9 The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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Instructions to Bidders

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

2. Authority of Owner
 - 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
 - 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
 - 2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.

3. Submitting Bids and Bid Requirements
 - 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
 - 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
 - 3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
 - 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
 - 3.5 Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

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Instructions to Bidders

- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

00 21 13
Instructions to Bidders

1. Bidder Requirements

- 1.1. A bidder is a Contractor which is evidently qualified, or has been specifically pre-qualified by the Bureau of General Services, to bid on the proposed project described in the Bid Documents.
- 1.2. Contractors and Subcontractors bidding on projects that utilize Filed Sub-bids shall follow the requirements outlined in these Bid Documents for such projects. See Section 00 22 13 for additional information.
- 1.3. Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Bureau may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.4. Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.5. Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner or the Bureau showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.6. The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.7. Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.8. By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.9. The Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 1.10. The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

00 21 13
Instructions to Bidders

2. Authority of Owner

- 2.1. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2. Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
- 2.3. The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.

3. Submitting Bids and Bid Requirements

- 3.1. Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2. Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
- 3.3. Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
- 3.4. Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
- 3.5. Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.
- 3.6. Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7. Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as

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Instructions to Bidders

extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.

- 3.8. A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau.

A bid may be withdrawn without penalty after the bid closing time if, in the determination of the Bureau, evidence provided by the Contractor shows an apparent unintended error such as a miscalculation, or an erroneous number on estimating documents, was the cause of an inaccurate bid. The Bureau may allow withdrawal in consideration of the bid bond or, without utilizing a bid bond, if the Bureau considers documented evidence provided by the Contractor shows factual errors had been made on the bid form.

- 3.9. In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.

- 3.10. The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.

- 3.11. Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.

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

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

00 41 13
Contractor Bid Form
Maine Dept. of Agriculture, Conservation and Forestry
Bureau of Parks and Lands

Mount Battie Accessible Walkway
Camden Hills State Park, Camden, Maine
BGS project number 3644

Bid Form submitted by:

Bid Administrator:

insert name of person receiving bids
Bureau of General Services
111 Sewall Street, Cross State Office Building, 4th floor
77 State House Station
Augusta, Maine 04333-0077

BGS.Architect@Maine.gov

Bidder:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

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

00 41 13

Contractor Bid Form

1. The Bidder, having carefully examined the Mount Battie Accessible Walkway Project Manual dated 2-5-2024, prepared by Pinnacle Hill Engineering, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____.00

2. Allowances are not used on this project.
3. Alternate Bids are not used on this project.
4. Bid security *is required* on this project.
If noted above as required, or if the Base Bid amount exceeds \$125,000.00, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.
5. Filed Sub-bids *are not used* on this project.

00 43 13
Contractor Bid Bond

Bond No.: **insert bond number**

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

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

Now therefore:

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

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

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

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

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of , , which is the first specified bid due date, or subsequent bid due date revised by addendum.

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

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

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

BGS Project No.: number assigned by BGS Other Project No.: _____

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

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

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

ARTICLE 1 COMPENSATION AND PAYMENTS

1.1 The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown on the Drawings the Contract Amount as shown below.

Base Bid	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
<u>Alternate Bid number and name or "no Alternates"</u>	\$0.00
Total Contract Amount	\$0.00

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

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

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

ARTICLE 2 COMMENCEMENT AND COMPLETION DATES

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

2.2 The Substantial Completion Date shall be _____.

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

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

ARTICLE 3 INELIGIBLE BIDDER

3.1 By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

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

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

ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

ARTICLE 6 INSTRUMENTS OF SERVICE

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

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The Project Manual, Specifications and Drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.

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

8.3 Drawings: *note here or attach each sheet number and title*

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

BGS Project No.: _____

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

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

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

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

**00 61 13.13
Contractor Performance Bond**

Bond No.: **insert bond number**

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

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

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

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

**00 61 13.13
Contractor Performance Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

**00 61 13.16
Contractor Payment Bond**

Bond No.: **insert bond number**

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

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

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

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

**00 61 13.16
Contractor Payment Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

**State of Maine
CONSTRUCTION CONTRACT
Application for Payment**

Project name
location / school / campus

Application Number: **1**

Contractor Company name
address
city state zip code

Period Start Date: **1-Jul-2021**
Period End Date: **31-Jul-2021**
BGS Project No.: **n**
Other Project No.: **x**

1	Original Contract Amount		\$0
2	Net of Change Orders to Date	(from table below)	\$0
3	Contract Sum to Date	(line 1 plus or minus line 2)	\$0
4	Total Completed and Stored to Date	(column G on Continuation Sheet)	\$0
5a	5% Retainage of Completed Work	(columns D + E x 5%)	\$0
5b	5% Retainage of Stored Materials	(column F x 5%)	\$0
5c	Total Retainage	(column I)	\$0
6	Total Earned Less Retainage	(line 4 minus line 5c)	\$0
7	Less Previous Approved Applications for Payment	(line 6 from previous Application)	\$0
8	Current Payment Due	(line 6 minus line 7)	\$0
9	Balance to Finish, Including Retainage	(line 3 minus line 6)	\$0

Change Order Summary	Additions	Deductions
Total Changes Approved in Previous Months	\$0	\$0
Total Changes Approved this Month	\$0	\$0
Subtotals	\$0	\$0
Net of Change Orders to Date		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which the previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

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

signature date

In accordance with the Contract Documents, based on on-site observations and the data comprising this Application, the Consultant certifies to the Owner that to the best of the Consultant's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. **Amount Certified:** _____

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

signature date

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

signature date

Owner's Rep / other - clear text if not used
Type entity name here
Type person's name, title here

signature date

Bureau of General Services
Type person's name, title here

signature date

SAMPLE

State of Maine
CONSTRUCTION CONTRACT
Construction Change Directive

Project name
location / school / campus

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

Contractor Company name
address
city state zip code

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

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

* Calendar Days refers to Contract Final Completion Date only.

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

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

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

Consultant
(Architect or Engineer)

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

signature date

Contractor

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

signature date

Owner

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

signature date

Owner's Rep

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

signature date

**Bureau of
General Services**

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

signature date

**State of Maine
CONSTRUCTION CONTRACT
Change Order**

Project name
location / school / campus

Change Order Number: **1**

Contractor Company name
address
city state zip code

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

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

Cost Change

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

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

Time Change

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

	Add	Deduct	Total
Net Calendar Days Adjusted by this Change Order	0	0	
Net Calendar Days Adjusted by Previous Change Orders	0	0	
Net of Change Orders to Date	0	0	0
Original Contract Final Completion Date			31-Dec-2023
Revised Contract Final Completion Date*			31-Dec-2023

Consultant (Architect or Engineer)

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

SAMPLE

----- signature ----- date

Contractor

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

----- signature ----- date

Owner

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

----- signature ----- date

Type Entity, such as "Owner's Rep", or "not used"

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

----- signature ----- date

Bureau of General Services

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

----- signature ----- date

Attach the "List of Change Order Items" sheet, plus all supporting documentation for each Change Order Item.

Substantial Completion Date: the deadline for first beneficial use by Owner, as certified by Consultant.

** **Contract Final Completion Date** : the Contractor's final completion deadline for contract work.*

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

Contract Expiration Date does not directly relate to any contract obligation of the Contractor.

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

00 71 00
Definitions

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

00 71 00
Definitions

- 1.12 *Certificate of Substantial Completion*: A document developed by the Consultant that describes the final status of the Work and establishes the date that the Owner may use the facility for its intended purpose. The Certificate of Substantial Completion may also include a provisional list of items - a "punch list" - remaining to be completed by the Contractor. The Certificate of Substantial Completion identifies the date from which the project warranty period commences.
- 1.13 *Certificate of Occupancy*: A document developed by a local jurisdiction such as the Code Enforcement Officer that grants permission to the Owner to occupy a building.
- 1.14 *Change Order (CO)*: A document that modifies the contract and establishes the basis of a specific adjustment to the Contract Price or the Contract Time, or both. Change Orders may address correction of omissions, errors, and document discrepancies, or additional requirements. Change Orders should include all labor, materials and incidentals required to complete the work described. A Change Order is not valid until signed by the Contractor, Owner and Consultant and approved by the Bureau.
- 1.15 *Change Order Proposal (COP) (see also Proposal)*: Contract change proposed by the Contractor regarding the contract amount, requirements, or time. The Contractor implements the work of a COP after it is accepted by all parties. Accepted COPs are incorporated into the contract by Change Order.
- 1.16 *Clerk of the Works*: The authorized representative of the Consultant on the job site. Clerk of the Works is sometimes called the Architect's representative.
- 1.17 *Construction Change Directive (CCD)*: A written order prepared by the Consultant and signed by the Owner and Consultant, directing a change in the Work prior to final agreement with the Contractor on adjustment, if any, in the Contract Price or Contract Time, or both.
- 1.18 *Contract*: A written agreement between the Owner and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the Owner to compensate the Contractor at the mutually accepted sum, rates or prices.
- 1.19 *Contract Bonds (also known as Payment and Performance Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.20 *Contract Documents*: The drawings and written specifications (including all addenda), Standard General Conditions, and the contract (including all Change Orders subsequently incorporated in the documents).
- 1.21 *Contract Expiration Date*: Date determined by the Owner as a deadline for internal management of contract accounts. This allows time after the Contract Final Completion Date for processing the final Requisition for Payment. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.
- 1.22 *Contract Final Completion Date*: Point of time when the Work is fully completed in compliance with the Contract Documents, as certified by the Consultant. Final payment to the Contractor is due upon Final Completion of the Project.
- 1.23 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.

00 71 00
Definitions

- 1.24 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.25 *Contractor*: Also called the "General Contractor" or "GC" the individual or entity undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.
- 1.26 *Consultant*: The Architect or Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the Project.
- 1.27 *Drawings*: The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.28 *Engineer*: A Consultant acting as, or supporting, the Professional-of-Record who is responsible for the design of the Project. Equivalent to "Consultant" in State of Maine contract forms.
- 1.29 *Filed Sub-bid*: The designated major Subcontractor's (or, in some cases, Contractor's) written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of a particular portion of the Work. A Filed Sub-bid may include bonds or other requirements.
- 1.30 *General Requirements*: The on-site overhead expense items the Contractor provides for the Project, typically including, but not limited to, building permits, construction supervision, Contract Bonds, insurance, field office, temporary utilities, rubbish removal, and site fencing. Overhead expenses of the Contractor's general operation are not included. Sometimes referred to as the Contractor's General Conditions.
- 1.31 *Owner*: The State agency which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Consultant and Contractor.
- 1.32 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.33 *Overhead*: General and administrative expenses of the Contractor's principal and branch offices, including payroll costs and other compensation of Contractor employees, deductibles paid on any insurance policy, charges against the Contractor for delinquent payments, and costs related to the correction of defective work, and the Contractor's capital expenses, including interest on capital used for the work.
- 1.34 *Performance and Payment Bonds (also known as Contract Bonds)*: The approved forms of security, furnished by the Contractor and their surety, which guarantee the faithful performance of all the terms of the contract and the payment of all bills for labor, materials and equipment by the Contractor.
- 1.35 *Post-Bid Addendum*: Document issued by the Consultant that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate

00 71 00
Definitions

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

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

- 1.36 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the Owner or other contractors.
- 1.37 *Proposal (see also Change Order Proposal)*: The Contractor's written offer submitted to the Owner for consideration containing a specified dollar amount or rate, for a specific scope of work, and including a schedule impact, if any. A proposal shall include all costs for overhead and profit. The Contractor implements the work of a Proposal after it is accepted by all parties. Accepted Proposals are incorporated into the contract by Change Order.
- 1.38 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *Punch List*: A document that identifies the items of work remaining to be done by the Contractor at the Close Out of a Project. The Punch List is created as a result of a final inspection of the work only after the Contractor attests that all of the Work is in its complete and permanent status.
- 1.40 *Request For Information (RFI)*: A Contractor's written request to the Consultant for clarification, definition or description of the Work. RFIs shall be presented by the Contractor in a timely manner to avoid any negative impact on the Schedule of the Work.
- 1.41 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.42 *Requisition for Payment*: The document in which the Contractor certifies that the Work described is, to the best of the Contractor's knowledge, information and belief, complete and that all previous payments have been paid by the Contractor to Subcontractors and suppliers, and that the current requested payment is now due. See *Schedule of Values*.
- 1.43 *Responsive and Responsible Bidder*: A bidder who complies, when submitting a bid on a given project, with the following *responsive* standards, as required by the Bid Documents:
- submits specific qualifications to bid the project, if required;
 - attends mandatory pre-bid conferences, if required;
 - submits a bid prior to the close of the bid period;
 - submits a complete bid form;
 - submits a bid without indications of intent contrary to the stated requirements;
 - submits other materials and information, such as bid security, as required;
- and, meets the following minimums regarding these *responsible* standards:
- sustains a satisfactory record of project performance;
 - maintains a permanent place of business in a known physical location;
 - possesses the financial means for short- and long-term operations;
 - possesses the appropriate technical experience and capabilities;
 - employs adequate personnel and subcontractor resources;

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

- 1.44 *Retainage*: The amount, calculated at five percent (5%) of the contract value or a scheduled value, that the Owner shall withhold from the Contractor until the work or portion of work is declared substantially complete or otherwise accepted by the Owner. The Owner may, if requested, reduce the amount withheld if the Owner deems it desirable and prudent to do so. (See Title 5 M.R.S.A., Section 1746.)
- 1.45 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.46 *Schedule of the Work*: The document prepared by the Contractor and approved by the Owner that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.
- 1.47 *Schedule of Values*: The document prepared by the Contractor and approved by the Owner before the commencement of the Work that specifies the dollar values of discrete portions of the Work equal in sum to the contract amount. The Schedule of Values is used to document progress payments of the Work in regular (usually monthly) requisitions for payment. See *Requisition for Payment*.
- 1.48 *Shop Drawings*: The drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 1.49 *Specifications*: The portion of the Contract Documents consisting of the written requirements of the Work for materials, equipment, systems, standards, workmanship, and performance of related services.
- 1.50 *Subcontractor*: An individual or entity undertaking the execution of any part of the Work by virtue of a written agreement with the Contractor or any other Subcontractor. Also, an individual or entity retained by the Contractor or any other Subcontractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Work.
- 1.51 *Substantial Completion Date*: Point of time when the Work or a designated portion of the Work is sufficiently complete in compliance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose without unscheduled disruption. Substantial Completion is documented by the date of the Certificate of Substantial Completion signed by the Owner and the Contractor.
- 1.52 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Consultant.
- 1.53 *Surety*: The individual or entity that is legally bound with the Contractor and Subcontractor to insure the faithful performance of the contract and for the payment of the bills for labor, materials and equipment by the Contractor and Subcontractors.

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

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1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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6. Taxes

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

7. Labor and Wages

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

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

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

8. Indemnification

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

9. Insurance Requirements

- 9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner and BGS. The Contractor shall submit insurance certificates to the Owner and BGS at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name and BGS project number, and shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Owner and BGS.
- 9.2 The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its Subcontractors. The Contractor is responsible for the existence, extent and adequacy of insurance prior to commencement of work. The Contractor shall not allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been confirmed by the Contractor.
- 9.3 The Contractor shall procure and maintain primary insurance for the duration of the Project and, if written on a Claims-Made basis, shall also procure and maintain Extended Reporting Period (ERP) insurance for the period of time that any claims could be brought. The Contractor shall ensure that all Subcontractors they engage or employ will procure and maintain similar insurance

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in form and amount acceptable to the Owner and BGS. At a minimum, the insurance shall be of the types and limits set forth herein protecting the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

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

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

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

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

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

Any one accident or loss	\$500,000
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9.3.4 For the portion of a project which is new construction, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount, for the portion of the project which is new construction, and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

9.3.5 The Contractor shall have Owner's Protective Liability insurance for contract values \$50,000 and above, naming the Owner as the Named Insured. Minimum acceptable limits are:

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

10. Contract Bonds

10.1 When noted as required in the Bid Documents, the Contractor shall provide to the Owner a Performance Bond and a Payment Bond, or "contract bonds", upon execution of the contract. Each bond value shall be for the full amount of the contract and issued by a surety company authorized to do business in the State of Maine as approved by the Owner. The bonds shall be

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executed on the forms furnished in the Bid Documents. The bonds shall allow for any subsequent additions or deductions of the contract.

- 10.2 The contract bonds shall continue in effect for one year after final acceptance of the contract to protect the Owner's interest in connection with the one year guarantee of workmanship and materials and to assure settlement of claims for the payment of all bills for labor, materials and equipment by the Contractor.

11. Patents and Royalties

- 11.1 The Contractor shall, for all time, secure for the Owner the free and undisputed right to the use of any patented articles or methods used in the Work. The expense of defending any suits for infringement or alleged infringement of such patents shall be borne by the Contractor. Awards made regarding patent suits shall be paid by the Contractor. The Contractor shall hold the Owner harmless regarding patent suits that may arise due to installations made by the Contractor, and to any awards made as a result of such suits.
- 11.2 Any royalty payments related to the work done by the Contractor for the Project shall be borne by the Contractor. The Contractor shall hold the Owner harmless regarding any royalty payments that may arise due to installations made by the Contractor.

12. Surveys, Layout of Work

- 12.1 The Owner shall furnish all property surveys unless otherwise specified.
- 12.2 The Contractor is responsible for correctly staking out the Work on the site. The Contractor shall employ a competent surveyor to position all construction on the site. The surveyor shall run the axis lines, establish correct datum points and check each line and point on the site to insure their accuracy. All such lines and points shall be carefully preserved throughout the construction.
- 12.3 The Contractor shall lay out all work from dimensions given on the Drawings. The Contractor shall take measurements and verify dimensions of any existing work that affects the Work or to which the Work is to be fitted. The Contractor is solely responsible for the accuracy of all measurements. The Contractor shall verify all grades, lines, levels, elevations and dimensions shown on the Drawings and report any errors or inconsistencies to the Consultant prior to commencing work.

13. Record of Documents

- 13.1 The Contractor shall maintain one complete set of Contract Documents on the jobsite, in good order and current status, for access by the Owner and Consultant.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Architectural Supplemental Instructions (or equivalent), Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner and Consultant.

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14. Allowances

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

15. Shop Drawings

- 15.1 The Contractor shall administer Shop Drawings prepared by the Contractor, Subcontractors, suppliers or others to conform to the approved Schedule of the Work. The Contractor shall verify all field measurements, check and authorize all Shop Drawings and schedules required by the Work. The Contractor is the responsible party and contact for the Contractor's work as well as that of Subcontractors, suppliers or others who provide Shop Drawings.
- 15.2 The Consultant shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Consultant, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Consultant shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless the Contractor has called such deviations to the attention of the Consultant at the time of submission and secured the Consultant's written approval. The acceptance of Shop Drawings or schedules by the Consultant does not relieve the Contractor from responsibility for errors in Shop Drawings or schedules.

16. Samples

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

17. Substitutions

- 17.1 The Contractor shall furnish items and materials described in the Contract Documents. If the item or material specified describes a proprietary product, or uses the name of a manufacturer, the term "or approved equal" shall be implied, if it is not included in the text. The specific item or material specified establishes a minimum standard for the general design, level of quality, type, function, durability, efficiency, reliability, compatibility, warranty coverage, installation factors

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and required maintenance. The Drawing or written Specification shall not be construed to exclude other manufacturers products of comparable design, quality, and efficiency.

- 17.2 The Contractor may submit detailed information about a proposed substitution to the Consultant for consideration. Particular models of items and particular materials which the Contractor asserts to be equal to the items and materials identified in the Contract Documents shall be allowed only with written approval by the Consultant. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Consultant may request additional information about the proposed substitution. The approval or rejection of a proposed substitution may be based on timeliness of the request, source of the information, the considerations of minimum standards described above, or other considerations. The Consultant should briefly state the rationale for the decision. The decision shall be considered final.
- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

18. Assignment of Contract

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

19. Separate Contracts

- 19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
- 19.2 The Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in work of the Owner's other contractors that impacts the proper execution or results of the Contractor. The Contractor's failure to observe or report any deficiencies constitutes an acceptance of the Owner's other contractors work as suitable for the interface of the Contractor's work, except for latent deficiencies in the Owner's other contractors work.
- 19.3 Similarly, the Contractor shall promptly report to the Consultant and Owner any apparent deficiencies in their own work that would impact the proper execution or results of the Owner's other contractors.
- 19.4 The Contractor shall report to the Consultant and Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
- 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.

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20. Subcontracts

- 20.1 The Contractor shall not subcontract any part of this contract without the written permission of the Owner.
- 20.2 The Contractor shall submit a complete list of named Subcontractors and material suppliers to the Consultant and Owner for approval by the Owner prior to commencing work. The Subcontractors named shall be reputable companies of recognized standing with a record of satisfactory work.
- 20.3 The Contractor shall not employ any Subcontractor or use any material until they have been approved, or where there is reason to believe the resulting work will not comply with the Contract Documents.
- 20.4 The Contractor, not the Owner, is as fully responsible for the acts and omissions of Subcontractors and of persons employed by them, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- 20.5 Neither the Contract Documents nor any Contractor-Subcontractor contract shall indicate, infer or create any direct contractual relationship between any Subcontractor and the Owner.

21. Contractor-Subcontractor Relationship

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

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- 21.8 The Contractor shall pay the Subcontractor a just share of any fire insurance payment received by the Contractor.
- 21.9 The Subcontractor shall be bound to the Contractor by the terms of the Contract Documents and assumes toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner.
- 21.10 The Subcontractor shall submit applications for payment to the Contractor in such reasonable time as to enable the Contractor to apply for payment as specified.
- 21.11 The Subcontractor shall make any claims for extra cost, extensions of time or damages, to the Contractor in the manner provided in these General Conditions for like claims by the Contractor to the Owner, except that the time for the Subcontractor to make claims for extra cost is seven calendar days after the receipt of Consultant's instructions.
22. Supervision of the Work
- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the Consultant or Owner to the superintendent shall be as binding as if given directly to the Contractor's main office. All important directives shall be confirmed in writing to the Contractor. The Consultant and Owner are not responsible for the acts or omissions of the superintendent or assistant superintendents.
- 22.3 The Contractor shall provide supervision of the Work equal to the industry's highest standard of care. The superintendent shall carefully study and compare all Contract Documents and promptly report any error, inconsistency or omission discovered to the Consultant. The Contractor may not necessarily be held liable for damages resulting directly from any error, inconsistency or omission in the Contract Documents or other instructions by the Consultant that was not revealed by the superintendent in a timely way.
23. Observation of the Work
- 23.1 The Contractor shall allow the Owner, the Consultant and the Bureau continuous access to the site for the purpose of observation of the progress of the work. All necessary safeguards and accommodations for such observations shall be provided by the Contractor.
- 23.2 The Contractor shall coordinate all required testing, approval or demonstration of the Work. The Contractor shall give sufficient notice to the appropriate parties of readiness for testing, inspection or examination.
- 23.3 The Contractor shall schedule inspections and obtain all required certificates of inspection for inspections by a party other than the Consultant.

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- 23.4 The Consultant shall make all scheduled observations promptly, prior to the work being concealed or buried by the Contractor. If approval of the Work is required of the Consultant, the Contractor shall notify the Consultant of the construction schedule in this regard. Work concealed or buried prior to the Consultant's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Consultant may order reexamination of questioned work, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to conform to the Contract Documents, the Owner shall pay the expense of the reexamination and remedial work. If the work is found to not conform to the Contract Documents, the Contractor shall pay the expense, unless the defect in the work was caused by the Owner's Contractor, whose responsibility the reexamination expense becomes.
- 23.6 The Bureau shall periodically observe the Work during the course of construction and make recommendations to the Contractor or Consultant as necessary. Such recommendations shall be considered and implemented through the usual means for changes to the Work.
24. Consultant's Status
- 24.1 The Consultant represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Consultant has authority to act on behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Consultant has authority to stop the work whenever such an action is necessary, in the Consultant's reasonable opinion, to ensure the proper execution of the contract.
- 24.2 The Consultant is the interpreter of the conditions of the contract and the judge of its performance. The Consultant shall favor neither the Owner nor the Contractor, but shall use the Consultant's powers under the contract to enforce faithful performance by both parties.
- 24.3 In the event of the termination of the Consultant's employment on the project prior to completion of the work, the Owner shall appoint a capable and reputable replacement. The status of the new Consultant relative to this contract shall be that of the former Consultant.
25. Management of the Premises
- 25.1 The Contractor shall place equipment and materials, and conduct activities on the premises in a manner that does not unreasonably hinder site circulation, environmental stability, or any long term effect. Likewise, the Consultant's directions shall not cause the use of premises to be impeded for the Contractor or Owner.
- 25.2 The Contractor shall not use the premises for any purpose other than that which is directly related to the scope of work. The Owner shall not use the premises for any purpose incompatible with the proposed work simultaneous to the work of the Contractor.
- 25.3 The Contractor shall enforce the Consultant's instructions regarding information posted on the premises such as signage and advertisements, as well as activities conducted on the premises such as fires, and smoking.

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- 25.4 The Owner may occupy any part of the Project that is completed with the written consent of the Contractor, and without prejudice to any of the rights of the Owner or Contractor. Such use or occupancy shall not, in and of itself, be construed as a final acceptance of any work or materials.
26. Safety and Security of the Premises
- 26.1 The Contractor shall designate, and make known to the Consultant and the Owner, a safety officer whose duty is the prevention of accidents on the site.
- 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
- 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
- 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
- 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
- 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
- 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
- 26.8 The Contractor shall not load, or allow to be loaded, any part of the Project with a force which imperils personal or structural safety. The Consultant may consult with the Contractor on such means and methods of construction, however, the ultimate responsibility lies with the Contractor.
- 26.9 The Contractor shall not jeopardize any work in place with subsequent construction activities such as blasting, drilling, excavating, cutting, patching or altering work. The Consultant must approve altering any structural components of the project. The Contractor shall supervise all construction activities carried out by others on site to ensure that the work is neatly done and in a manner that will not endanger the structure or the component parts.
- 26.10 The Contractor may act with their sole discretion in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Contractor may negotiate with the Owner for compensation for expenses due to such emergency work.

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- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces "broom clean". See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.

27. Changes in the Work

- 27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
 - .2 unit prices named in the contract or subsequently agreed upon, or
 - .3 cost plus a designated percentage, or
 - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which

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- includes the Contractor's overhead and profit. The Owner shall make payments based on the Consultant's certificate.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman's time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Consultant may order minor changes in the Work, not involving extra cost, which is consistent with the intent of the design or project.
- 27.13 The Contractor shall immediately give written notification to the Consultant of latent conditions discovered at the site which materially differ from those represented in the Drawings or Specifications, and which may eventually result in a change in the scope of work. The Contractor shall suspend work until receiving direction from the Consultant. The Consultant shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the discovered conditions warrant a Change Order.
- 27.14 The Contractor shall, within ten calendar days of receipt of the information, give written notification to the Consultant if the Contractor claims that instructions by the Consultant will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Consultant shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Consultant shall determine if the Contractor's claim warrants a Change Order.
28. Correction of the Work
- 28.1 The Contractor shall promptly remove from the premises all work the Consultant declares is non-conforming to the contract. The Contractor shall replace the work properly at no expense to the Owner. The Contractor is also responsible for the expenses of others whose work was damaged or destroyed by such remedial work.

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- 28.2 The Owner may elect to remove non-conforming work if it is not removed by the Contractor within a reasonable time, that time defined in a written notice from the Consultant. The Owner may elect to store removed non-conforming work not removed by the Contractor at the Contractor's expense. The Owner may, with ten days written notice, dispose of materials which the Contractor does not remove. The Owner may sell the materials and apply the net proceeds, after deducting all expenses, to the costs that should have been borne by the Contractor.
- 28.3 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any related damage to other work which appears within a period of one year from the date of substantial completion, and in accord with the terms of any guarantees provided in the contract. The Owner shall promptly give notice of observed defects to the Contractor and Consultant. The Consultant shall determine the status of all claimed defects. The Contractor shall perform all remedial work without unjustifiable delay in either the initial response or the corrective action.
- 28.4 The Consultant may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.
29. Owner's Right to do Work
- 29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice, and provided the Consultant approves of the proposed course of action as an appropriate remedy. The Owner may then deduct the cost of the remedial work from the amount due the Contractor.
- 29.2 The Owner may act with their sole discretion when the Contractor is unable to take action in emergency situations that potentially effect health, life or serious damage to the premises or adjacent properties, to prevent such potential loss or injury. The Owner shall inform the Contractor of the emergency work performed, particularly where it may affect the work of the Contractor.
30. Termination of Contract and Stop Work Action
- 30.1 The Owner may, owing to a certificate of the Consultant indicating that sufficient cause exists to justify such action, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven days written notice, terminate the employment of the Contractor. At that time the Owner may take possession of the premises and of all materials,

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tools and appliances on the premises and finish the work by whatever method the Owner may deem expedient. Cause for such action by the Owner includes:

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

- 30.2 The Contractor is not entitled, as a consequence of the termination of the employment of the Contractor as described above, to receive any further payment until the Work is finished. If the unpaid balance of the contract amount exceeds the expense of finishing the Work, including compensation for additional architectural, managerial and administrative services, such balance shall be paid to the Contractor. If the expense of finishing the Work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner. The Consultant shall certify the expense incurred by the Contractor's default. This obligation for payment shall continue to exist after termination of the contract.
- 30.3 The Contractor may, if the Work is stopped by order of any court or other public authority for a period of thirty consecutive days, and through no act or fault of the Contractor or of anyone employed by the Contractor, with seven days written notice to the Owner and the Consultant, terminate this contract. The Contractor may then recover from the Owner payment for all work executed, any proven loss and reasonable profit and damage.
- 30.4 The Contractor may, if the Consultant fails to issue a certificate for payment within seven days after the Contractor's formal request for payment, through no fault of the Contractor, or if the Owner fails to pay to the Contractor within 30 days after submission of any sum certified by the Consultant, with seven days written notice to the Owner and the Consultant, stop the Work or terminate this Contract.

31. Delays and Extension of Time

- 31.1 The completion date of the contract shall be extended if the work is delayed by changes ordered in the work which have approved time extensions, or by an act or neglect of the Owner, the Consultant, or the Owner's Contractor, or by strikes, lockouts, fire, flooding, unusual delay in transportation, unavoidable casualties, or by other causes beyond the Contractor's control. The Consultant shall determine the status of all claimed causes.
- 31.2 The contract shall not be extended for delay occurring more than seven calendar days before the Contractor's claim made in writing to the Consultant. In case of a continuing cause of delay, only one claim is necessary.
- 31.3 The contract shall not be extended due to failure of the Consultant to furnish drawings if no schedule or agreement is made between the Contractor and the Consultant indicating the dates

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which drawings shall be furnished and fourteen calendar days has passed after said date for such drawings.

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

32. Payments to the Contractor

- 32.1 As noted under *Preconstruction Conference* in this section, the Contractor shall submit a Schedule of Values form, before the first application for payment, for approval by the Owner and Consultant. The Consultant may direct the Contractor to provide evidence that supports the correctness of the form. The approved Schedule of Values shall be used as a basis for payments.
- 32.2 The Contractor shall submit an application for each payment (“Requisition for Payment”) on a form approved by the Owner and Consultant. The Consultant may require receipts or other documents showing the Contractor's payments for materials and labor, including payments to Subcontractors.
- 32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.
- 32.4 The Consultant shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Consultant may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner’s interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner’s interests. The Consultant shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may allow certification of such payments.
- 32.7 Subcontractors may request, and shall receive from the Consultant, copies of approved Requisitions for Payment showing the amounts certified in the Schedule of Values.
- 32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

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not conform to the Contract Documents. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work or materials appearing within one year from final payment or from requirements of the Drawings and Specifications, and of all claims by the Contractor, except those previously made and still unsettled.

33. Payments Withheld

- 33.1 The Owner shall retain five percent of each payment due the Contractor as part security for the fulfillment of the contract by the Contractor. The Owner may make payment of a portion of this “retainage” to the Contractor temporarily or permanently during the progress of the Work. The Owner may thereafter withhold further payments until the full amount of the five percent is reestablished. The Contractor may deposit with the Maine State Treasurer certain securities in place of retainage amounts due according to Maine Statute (5 M.R.S. §1746).
- 33.2 The Consultant may withhold or nullify the whole or a portion of any Requisitions for Payment submitted by the Contractor in the amount that may be necessary, in his reasonable opinion, to protect the Owner from loss due to any of the following:
- .1 defective work not remedied;
 - .2 claims filed or reasonable evidence indicating probable filing of claims;
 - .3 failure to make payments properly to Subcontractors or suppliers;
 - .4 a reasonable doubt that the contract can be completed for the balance then unpaid;
 - .5 liability for damage to another contractor.

The Owner shall make payment to the Contractor, in the amount withheld, when the above circumstances are removed.

34. Liens

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

35. Workmanship

- 35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Consultant’s decision on the quality of work shall be final.

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- 35.2 The Contractor shall know local labor conditions for skilled and unskilled labor in order to apply the labor appropriately to the Work. All labor shall be performed by individuals well skilled in their respective trades.
- 35.3 The Contractor shall perform all cutting, fitting, patching and placing of work in such a manner to allow subsequent work to fit properly, whether that be by the Contractor, the Owner's Contractors or others. The Owner and Consultant may advise the Contractor regarding such subsequent work. Notwithstanding the notification or knowledge of such subsequent work, the Contractor may be directed to comply with this standard of compatible construction by the Consultant at the Contractor's expense.
- 35.4 The Contractor shall request clarification or revision of any design work by the Consultant, prior to commencing that work, in a circumstance where the Contractor believes the work cannot feasibly be completed at the highest quality, or as indicated in the Contract Documents. The Consultant shall respond to such requests in a timely way, providing clarifying information, a feasible revision, or instruction allowing a reduced quality of work. The Contractor shall follow the direction of the Consultant regarding the required request for information.
- 35.5 The Contractor shall guarantee the Work against any defects in workmanship and materials for a period of one year commencing with the date of the Certificate of Substantial Completion, unless specified otherwise for specific elements of the project. The Work may also be subdivided in mutually agreed upon components, each defined by a separate Certificate of Substantial Completion.
36. Close-out of the Work
- 36.1 The Contractor shall remove from the premises all waste materials caused by the work. The Contractor shall make the spaces "broom clean" unless a more thorough cleaning is specified. The Contractor shall clean all windows and glass immediately prior to the final inspection, unless otherwise directed.
- 36.2 The Owner may conduct the cleaning of the premises where the Contractor, duly notified by the Consultant, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, customarily called the "punch list", to be corrected by the Contractor. The Consultant shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner, Consultant, and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not completely and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
- 36.5 The Contractor and all major Subcontractors shall participate in the end-of-warranty-period conference, typically scheduled close to one year after the Substantial Completion date.

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37. Date of Completion and Liquidated Damages

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

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

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

- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor’s control.

- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

If the original contract amount is:	The per day Liquidated Damages shall be:
Less than \$100,000	\$250
\$100,000 to less than \$2,000,000	\$750
\$2,000,000 to less than \$10,000,000	\$1,500
\$10,000,000 and greater	\$1,500 plus \$250 for each \$2,000,000 over \$10,000,000

38. Dispute Resolution

38.1 Mediation

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

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

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

38.2 Arbitration

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

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

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

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

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Supplemental General Conditions

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Supplemental General Conditions**1. American Rescue Plan Act of 2021**

1.1. For projects funded with American Rescue Plan Act of 2021 (ARPA) funds, the parties to this Agreement shall abide by and fulfill all applicable ARPA requirements, including, but not limited to, ARPA-specific reporting requirements. For more information: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

2. Equal Opportunity

2.1. The Contractor shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by in Department of Labor Regulations (41 CFR Part 60).

3. Copeland "Anti-kickback" Act

3.1. The Contractor shall comply with the provisions of the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

4. Contract Work Hours

4.1. The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

5. Environmental Protection

5.1. Clean Air Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act (42 U.S.C 18579(h)).

5.2. Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and section 308 of the Federal Water Pollution Control Act (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.

5.3. Related Environmental Laws. The Contractor shall comply with all applicable standards, orders, or requirements issued under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Codes or Local environmental regulation.

6. Energy Policy and Conservation Act

6.1. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub Law 94-163).

7. Buy American Act

7.1. The Contractor shall comply with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (ECC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that ECC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Supplemental General Conditions**8. Nondiscrimination**

- 8.1. The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the grounds of race, religion, color, national origin, sex, and handicap. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:
- 8.2. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations 32 CFR Part 300) issued thereunder;
- 8.3. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- 8.4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and DOD regulations issued thereunder (32 CFR Part 56); and,
- 8.5. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

9. Lobbying

- 9.1. The Contractor will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions; the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- 9.2. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C., Art 1352) is incorporated by reference.

10. Drug-Free Workplace

- 10.1. The Contractor will comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.
- 10.2. The Final Rule, Government-wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.

11. Debarment and Suspension

- 11.1. The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". For more information: <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol11/xml/CFR-2018-title2-vol11-part180.xml>.
- 11.2. The Final Rule, Government wide Debarment and Suspension (Non-procurement), issued by the Office of Management and Budget to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

State of Maine Department of Labor - Bureau of Labor Standards
Augusta, Maine 04333-0045 - Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRS §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid to laborers and workers employed on the below titled project.

2024 Fair Minimum Wage Rates -- Highway & Earth Knox County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$4.33	\$36.58
Bulldozer Operator	\$28.00	\$6.24	\$34.24
Carpenter	\$29.00	\$6.74	\$35.74
Cement Masons And Concrete Finisher	\$22.67	\$2.21	\$24.88
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$26.00	\$3.81	\$29.81
Construction Laborer	\$24.00	\$2.83	\$26.83
Crane And Tower Operators	\$33.93	\$9.47	\$43.40
Crushing Grinding And Polishing Machine Operators	\$23.75	\$5.45	\$29.20
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$23.00	\$2.53	\$25.53
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$33.64	\$18.07	\$51.71
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$25.38	\$4.82	\$30.20
Excavator Operator	\$30.90	\$5.98	\$36.88
Fence Erectors	\$22.00	\$0.00	\$22.00
Flaggers	\$19.00	\$0.36	\$19.36
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$22.61	\$12.50	\$35.11
Hazardous Materials Removal Workers	\$21.50	\$1.54	\$23.04
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.46	\$37.46
Heavy And Tractor - Trailer Truck Drivers	\$24.00	\$4.74	\$28.74
Highway Maintenance Workers	\$19.00	\$0.00	\$19.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$24.05	\$3.59	\$27.64
Ironworker - Ornamental	\$27.75	\$4.50	\$32.25
Light Truck Or Delivery Services Drivers	\$19.00	\$0.33	\$19.33
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$28.00	\$6.14	\$34.14
Operating Engineers And Other Equipment Operators	\$30.00	\$3.75	\$33.75
Paver Operator	\$27.03	\$8.55	\$35.58
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.43	\$32.93
Plumbers Pipe Fitters And Steamfitters	\$30.00	\$5.87	\$35.87
Pump Operators - Except Wellhead Pumpers	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$22.61	\$12.50	\$35.11
Reinforcing Iron And Rebar Workers	\$22.67	\$25.11	\$47.78
Riggers	\$31.25	\$7.68	\$38.93
Roofers	\$24.00	\$3.35	\$27.35
Screed/Wheelman	\$29.13	\$5.59	\$34.72
Sheet Metal Workers	\$25.25	\$5.68	\$30.93
Structural Iron And Steel Workers	\$30.04	\$7.22	\$37.26
Tapers	\$28.00	\$1.71	\$29.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.33	\$6.08	\$34.41
Telecommunications Line Installers And Repairers	\$26.00	\$4.83	\$30.83
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

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

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

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

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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

A true copy

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

Expiration Date: 12-31-2024
Revision Date: 1-3-2024

SPECIFICATIONS

SECTION 01 01 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.0 CONTRACT

Work items include the following plus related and incidental items required to make a complete and functional facility.

The work includes, but is not necessarily limited to, the following major work items and any incidentals necessary. All labor, materials, and equipment are supplied by the Contractor.

- Mobilization and Demobilization.
- Survey layout
- Temporary Facilities.
- Barricades and fences to guide and prevent public visitors in the work areas
- Soil Erosion Control, sedimentation and water pollution prevention measures.
- Partial demolition and removals of existing retaining walls.
- Clearing and grubbing where required for new accessible walkway
- Preparing subgrades, including excavation, fill and compaction
- Placing and compacting gravel sub bases and compacted granular finished grades
- Forming and placing concrete walkways, retaining walls, and slabs on grade with exposed stone aggregate finish surfaces
- Stone masonry walls and curbs
- Backfill
- Loam and seed disturbed areas and other areas as designated or directed.
- Removal from the park and proper disposal of all debris, trash, and waste
- Site Cleanup.

1.1. Funding for this project is part of the American Rescue Plan Act of 2021, and Contractor must comply with those provisions. See Section 00 72 14 Supplemental General Conditions

1.2 CONTRACTOR USE OF SITE

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

B. Public Access during Construction -

1. Plan and coordinate with park staff on the work areas that are closed to the public and all outages and closures.
2. Park recreational visitors will visit during construction using alternate routes to the summit and other overlooks. Schedule work closures to partial areas of the project work site, so that the the remainder can be

- kept open. Work areas should not encompass the entire summit areas except when necessary.
3. Temporary toilet facilities should be provided for the public for times when the existing restrooms are unavailable due to work in that area.
 4. The Contractor shall assign personnel to provide and maintain site security and safety measures as needed. Use signage, barricades or other protective devices to warn the public of any hazard.
- C. Construction materials can be stored in the work area where the Owner designates areas that will be available for parking of vehicles, equipment and construction materials. Do not use areas outside of those areas. Construction equipment and materials should not be parked or stored where they will block use of the existing roadways and should be limited in adjacent parking spaces.
- D. Sanitary facilities are limited and the Contractors shall provide portable toilet units for their workers. The nearby outhouse shall be reserved for the public users.
- E. Provide self-contained office, storage and other temporary facilities for the construction personnel, as needed or required.
- F. Electric supply to the work site does not exist, so the Contractors must supply their own needs with portable generators
- G. Telephone- Use cell service
- H. Water - There is no water supply to the work site so the Contractors must supply their own needs by transporting water in tanks or other means. Tanks can be filled at the Park base facilities.
- I. Provide the correct survey layout of the work (lines and grades), from the contract documents.
- J. Repair any damage caused by Contractors operations to public and private roads, staging areas etc. Minimize and restore any damage to trees, vegetation and grass areas.
- K. Store and secure equipment and materials in a neat and organized manner for after work hours.
- L. Confine washing down of tools or equipment to areas at least 250 ft away from water bodies. Washing of concrete tools, trucks or equipment is not permitted in or near water courses.
- M. Conform to Bureau of Parks and Lands Spill Control and Reporting Procedures and the project specifications 31 25 00 to prevent water pollution.

N. Control and remove rubbish, wood, concrete, or other debris from the site and the park property.

O. There is no restriction on work hours nor weekend days.

1.3 COORDINATION

A. The Owner's Representative for the project shall be kept informed of activities and schedules, and shall be responsible to coordinate with the Contractor.

B. Notify the Owner's Representative and the Engineer of questions or adjustments needed to the Contract Documents if found. Do not proceed until instructed by the Owner's Representative. Changes in the Contract shall be recorded whether or not affecting the price and schedule.

C. The Owner's Representative will direct the Contractor on items not shown in these plans such as details of site grading.

D. The facility will be partially closed to the public during the construction. Plan and sequence operations to avoid disruption to extent practical. Confine work and stored materials to work areas designated by the Owner's Representative.

E. Coordinate with the Owner's Representative and other staff on schedules and outages.

END OF SECTION

SECTION 01 33 00 CONTRACTOR SUBMITTALS

1.0 ITEMS REQUIRED FOR SUBMITTAL

Division 00 submittals and contractual requirements shall be
Concrete materials documentation, samples of aggregate, mock up panels
Concrete test reports
Stone Masonry, materials and samples
Earthwork materials documentation

1.1 SHOP DRAWING AND SUBMITTALS PROCEDURE INSTRUCTIONS

Submittals and Shop Drawings will be submitted by the contractor or vendor as follows:

1. The Contractor will designate, monitor, and maintain a specific email address for project correspondence.
2. All submittals shall be submitted as pdf file attachments to the Owner's representative and Engineer, addressed to those parties designated by the Owner.
3. Each submittal shall be sent via a specific email using the subject line to show the submittal title and revision number. Do not use chain emails with multiple subjects or mix submittals together with those from unrelated vendors and specifications.
4. The Contractor shall have reviewed the submittal prior to submitting to the Owner and Engineer and shall so state in the cover email. Submittals received directly from the vendor and not reviewed first by the Contractor may not be reviewed.
5. After review, copies will be distributed via email to the Owner and the Contractor. The Vendor will be copied at the request of the Contractor.
6. If the submittal is rejected or returned for substantial corrections and must be resubmitted, the procedure is repeated.
7. The Engineer will attempt to have shop drawings reviewed and returned in an expeditious manner. Allow two weeks in the schedule for review if possible.

1.2 RECORD INFORMATION

The Contractor will keep records of any changes or clarifications to the design plans and provide that information to the Engineer by email notifications. These should be sent as soon as possible in each case.

Given that the Contractor has the best opportunity to record hidden and buried conditions that may not be later visible, the Contractor is required to take and submit digital photographs on a frequent basis throughout the work. In particular, the photographs shall

record hidden conditions just prior to being covered by new work, such as the interiors of concrete forms just prior to the placement of concrete, or the excavation prior and during backfilling, as well as finished and completed items.

After completion of the project, a "Record" set of pdf , photos , and other files will be assembled and delivered to the Owner.

END OF SECTION

SECTION 02 27 00 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Provide all required soil erosion provisions required to prevent sediment runoff. Install silt fence around project perimeter where sedimentation is likely. Install erosion control measures to protect newly excavated ditches and swales until vegetation has become established.
2. Comply with the requirements of the State of Maine Erosion Control Handbook, Best Management Practices (referred to as BMP)
Erosion control measures shall be provided as necessary to correct conditions that develop prior to the completion of permanent erosion control devices or as required to control erosion that occurs during normal construction operations.
3. Construction operations shall comply with all federal, state and local regulations pertaining to erosion control.
4. After awarded the Contract, prior to commencement of construction activities, meet with the Owner to discuss erosion control requirements and develop a mutual understanding relative to details of erosion control.

C. Design Criteria:

1. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment.
2. Stabilize disturbed earth surfaces in the shortest time and employ such temporary erosion control devices as may be necessary until such time as adequate soil stabilization has been achieved.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Baled Hay:

1. At least 14" by 18" by 30" securely tied to form a firm bale, staked as necessary to hold the bale in place.

B. Sand Bags:

1. Heavy cloth bags of approximately one cubic foot capacity filled with sand or gravel.
- C. Mulches and Mulch Berms:
1. Loose hay, straw, peat moss, wood chips, bark mulch, crushed stone, wood excelsior, or wood fiber cellulose.
 2. Type and use shall conform to the "Maine Erosion and Sedimentation Control Handbook for Construction - Best Management Practices" prepared by the Maine DEP and the Soil and Water Conservation Commission herein after referred to as the BMP.
- D. Mats and Nettings:
1. Twisted Craft paper, yarn, jute, excelsior wood fiber mats, glass fiber and plastic film.
 2. Type and use shall be as specified in the BMP.
- E. Permanent Seed:
1. Conservation mix appropriate to the predominant soil conditions as specified in the BMP and subject to approval by the Engineer.
- F. Temporary Seeding:
1. Use species appropriate for soil conditions and season as specified in the BMP and subject to approval by the Engineer.
- G. Filter Fabrics and Silt Fence:
1. Filter fabric shall be of one of the commercially available brands such as Mirafi, Typar or equivalent. Fabric types for particular applications shall be approved by the Engineer prior to installation.
 2. Silt fence shall conform to "Maine Erosion and Sedimentation Control Handbook for Construction – Best Management Practices."

2.2 CONSTRUCTION REQUIREMENTS

- A. Temporary Erosion Checks:
1. Temporary erosion checks shall be constructed in ditches and other locations as necessary.
 2. Baled hay, sand bags or siltation fence may be used in an arrangement to fit local conditions.

B. Temporary Berms:

1. Temporary barriers shall be constructed along the toe of embankments when necessary to prevent erosion and sedimentation.

C. Temporary Seeding:

Areas to remain exposed for a time exceeding 3 weeks shall receive temporary seeding as indicated below:

<u>Season</u>	<u>Seed</u>	<u>Rate</u>
Summer (5/15 - 8/15)	Sudangrass	40 lbs/acre
Late Summer/Early Fall (8/15 - 9/15)	Oats	80 lbs/acre
	Annual Ryegrass	40 lbs/acre
Fall (9/15 - 10/1)	Winter Rye	112 lbs/acre
Winter (10/1 - 4/1)	Mulch w/Dormant Seed	80 lbs/acre*
Spring (4/1 - 7/1)	Oats	80 lbs/acre
	Annual Ryegrass	40 lbs/acre

* seed rate only

- D. Siltation fences shall consist of porous filter fabric with a wire mesh backing and shall be supported by posts as per manufacturer's recommendations. Fabric shall be approved by the Engineer. Install silt fence only on unfrozen ground. Adhere to Best Management Practices Construction requirements.

E. Mulch All Areas Receiving Seeding:

Use either wood cellulose fiber mulch (750 lbs/acre); or straw mulch with chemical tack (as per manufacturers specifications). Wetting for small areas may be permitted. Biodegradable netting is recommended in areas to be exposed to drainage flow.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Temporary Erosion Checks:

1. Temporary erosion checks shall be constructed in ditches and at other locations designated by the Engineer. The Engineer may modify the Contractor's arrangement of silt fences, bales and bags to fit local conditions.
2. Baled hay, silt fences, or sandbags, or some combination, may be used in other areas as necessary to inhibit soil erosion.

3. Siltation fence, if called for in the plans, shall be located and installed as shown.
 4. Sedimentation ponds shall be sited and constructed to the grades and dimensions as shown on the Drawings and will include drainage pipe and an emergency spillway.
- B. Maintenance:
- Erosion control features shall be installed prior to excavation wherever appropriate. Temporary erosion control features shall remain in place and shall be maintained until a satisfactory growth of grass is established. The Contractor shall be responsible for maintaining erosion control features throughout the life of the construction contract. Maintenance will include periodic inspections by the Owner or Engineer for effectiveness of location, installation and condition with corrective action taken by the Contractor as appropriate.
- C. Removing and Disposing of Materials:
1. When no longer needed, material and devices for temporary erosion control shall be removed and disposed of as approved by the Engineer.
 2. When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended.
 3. When dispersed over adjacent areas, the material shall be scattered to the extent that it causes no unsightly conditions nor creates future maintenance problems.
 4. Sedimentation basins, if no longer required, will be filled in, the pipe removed, the surface loamed and grass cover shall be established.

END OF SECTION

ACI 301		Specifications for Structural Concrete for Buildings.
ACI 304		Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
ACI 305	-	Hot Weather Concreting.
ACI 306	-	Cold Weather Concreting
ACI 308	-	Standard Practice for Curing Concrete
ACI 309	-	Consolidation of Concrete
ACI 318		Building Code Requirements for Reinforced Concrete.
ACI 347	-	Recommended Practice for Concrete Formwork.
ASTM C 31		Standard Method of Making and Curing Concrete Test Specimens in the field.
ASTM C 33	-	Standard Specifications for Concrete Aggregates.
ASTM C 42		Standard Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
ASTM C 70	-	Test for Surface Moisture in Fine Aggregate.
ASTM C 94	-	Standard Specification for Ready-Mixed Concrete.
ASTM C 109		Standard Test Method for Compressive Strength of Hydraulic Cement Mortars using 2-in. or 50 mm cube specimens.
ASTM C 143		Standard Test Method for Slump of Portland Cement Concrete.
ASTM C 150		Standard Specifications for Portland Cement.
ASTM C 172		Standard Method of Sampling Fresh Concrete.
ASTM C 231		Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
ASTM C 260		Standard Specification for Air-Entraining Admixtures for Concrete.

ASTM C 494 Standard Specification for Chemical Admixtures for Concrete.

- B. Materials: Materials used in producing the concrete shall be from the same source for the duration of the project. Change of source for cement admixture or fine and coarse aggregate constitutes a new mix design and will require resubmittal of all data and laboratory tests. Any costs associated with resubmittals shall be borne by Contractor at no charge to Owner.
- C. Tolerances - The tolerances for finished cast-in-place concrete shall conform to ACI-347.

4. CONCRETE TESTING

The Contractor is responsible for providing testing by an approved testing laboratory who will submit reports directly to the Owner and Engineer. Concrete materials and operations will be tested and inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the Engineer for final acceptance.

5. SUBMITTALS

- A. Submit mix design per ACI 318.
- B. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, joint systems, curing compounds, and others as requested by Engineer.

6. SAMPLE SLAB

A sample slab(s) must be prepared prior to the project work to test the materials, methods and results in the presence of the Owner and at least 2 weeks prior to beginning the actual summit placements. This test pavement shall be a minimum of 100 sq.ft placed at the Camden Hills State Park in a location selected by the Owner. The cost of the test pavement shall be included in the bid price. If not satisfactory per the Owner, additional test placements may be required.

Immediately after placing and screeding the slab and before the surface has dried or hardened the stone chips shall be spread over the surface and worked in to the concrete by hand, using a manner and method that produces a uniform surface. Once set up the surface shall be washed with flowing water and brushes to expose the aggregates.

Moist cure the slabs with an approved method for seven days. Traffic shall be prohibited after the chips are spread and have hardened and been cured at least 4 days.

PART 2 – PRODUCTS

1. FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1" to surface. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.

2. REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Use supports complying with CRSI specifications.

3. CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type II.
 - 1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.
 - 2. Color shall be a standard gray and color shall be uniform throughout the project.
- B. Normal Weight Aggregates used in the concrete mix shall meet ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.

1. Do not use fine or coarse aggregates containing spalling-causing deleterious substances:
 - a. Use source of aggregate with documented service records of satisfactory performance regarding alkali reactivity.
 - b. Where service records of field performance do not exist, Owner may require the Contractor to submit results of laboratory tests demonstrating the suitability of the aggregate in regards to alkali reactivity. Testing shall be in accordance with ASTM C 227, C 289 and C 586 or as otherwise directed by the Owner.
2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.
3. Aggregate material to be quartzite quartz, dolomite, granite, feldspar, or other low shrinkage rock. Limestone shall not be used.
4. For slab on grade maximum fine aggregate gradation to be 5 - 15% passing No. 50 and 0 - 5 passing No. 100-sieve.

C. Exposed Aggregate for exposed aggregate surfaces:

Exposed hard, sound, durable, and free of all deleterious materials and staining qualities. Provide aggregates from a single source. Store select seeding aggregates off the ground and protected from moisture.

The stone for exposed aggregates shall be washed, crushed stone and screened to between 3/8" and 1/2" screen size, obtained and crushed and screened from a single local quarry source to provide a uniform and attractive surface. Mixed source and run of bank material shall not be mixed with the crushed chips.

The stone is desired to be a mixture of gray and rust colors that will blend into the top of Mt Battie ledge outcrops and with the existing stone tower.

Stone from the D.L Overlock quarry, Rte. 90, Rockport ME is pre-approved. Any other source must be approved by the Owner or the bidder risks being denied use of that source. Samples must be provided and the process for product substitutions must be followed.

Aggregate shall be approved by the Owner based on samples and test specimens and after approval by the Owner all aggregate used shall match color, texture size, and gradation of the aggregate used in the sample. Contractor shall obtain a sufficient quantity of the aggregate to complete the project, before starting. Mix piles and/or

containers to achieve a uniform color and texture.

Approved Suppliers:

The Ground Up, Houston, Texas – Pea Gravel

San Jacinto Stone, Houston, Texas – Pea Gravel

Water: Potable

- D. Air-Entraining Admixture shall be used: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
"Darex AEA" or "Daravair," GCP Applied Technologies
"MasterAir AE" Master Builders.
"Sealtight Air Entraining Agent," W.R. Meadows, Inc.
"Sika AER" Sika Corp.
- E. Water-Reducing Admixture may be used: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"WRDA"; GCP Applied Technologies
"Pozzolith 322N"; Master Builders
"Plastocrete 250"; Sika Corp.
- F. High-Range Water-Reducing Admixture (Super Plasticizer) may be used: ASTM C 494, Type F or Type G and containing not more than 0.1 percent chloride ions.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Daracem"; GCP Applied Technologies
"Sikament SPMN"; Sika Corp
"Master Rheobuild 1000"; Master Builders
- G. Prohibited Admixtures: Calcium chloride thycyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

4. RELATED MATERIALS

- A. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.
 - 1. Minimum Requirements
 - a. Early Volume Change: ASTM C-827: 0.00% Shrinkage.
 - b. Hardened Volume Change: 0.00% shrinkage and expansion after set.
 - c. Compressive Strength: ASTM C-109 = 5,000 psi at 7 days.
 - 2. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
 - Masterflow 713; Master Builders.
 - Sealtight 588 Grout; W.R. Meadows.
 - Five Star Grout; U.S. Grout Corp.
 - B. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
 - C. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
 - Waterproof paper
 - Polyethylene film
 - Polyethylene-coated burlap
 - D. Curing/hardening/sealing agent on slab surfaces meeting ASTM C309
5. PROPORTIONING AND DESIGN OF MIXES
- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs.
 - B. Submit written reports to Engineer of proposed mix at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.
 - C. Design mixes to provide normal weight concrete with the following properties:

Exposed Aggregate Surface: Concrete to receive an exposed aggregate surface shall contain a minimum of 560 lb. of ASTM C 150 Type II Portland cement per cubic yard of concrete.

Compressive Strength (28 Days): 3500 psi.

Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.

Slump Limit: 4 inches, plus or minus 1 inch.

Air Content: 6 percent plus or minus 1 percent.

Aggregates used in base mix shall not be limestone.

Aggregate size shall be a minimum of 3/8 inch and a maximum of 3/4 inch.

- D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.
- E. Admixtures:
1. Use air-entraining admixture in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 5 to 7 percent.
 2. Use admixtures for water-reducing in strict compliance with manufacturer's directions. All concrete may contain High Range Water-Reducing (HRWR) admixture (super plasticizer) for placement and workability, at the contractor's option.
 3. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement; to conform to the approved mix design. If a HRWR is used then as follows:
 - a. Before the addition of HRWR, concrete slump shall be verified to be 1-1/2" plus or minus 1". A tolerance of up to 1" above the maximum will be allowed for one batch in any 5 consecutive batches. Concrete beyond these limits shall be rejected.

- b. After addition of HRWR, concrete slump shall be no more than 9".

6. CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
 - 1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
 - 2. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.

PART 3 - EXECUTION

1. GENERAL

- A. Coordinate the placement of forms, reinforcing steel, and concrete inspection of the work with the Owner/ Engineer. Twenty-four hours notice is to be given to the Owner prior to each concrete placement.

2. FORMS

- A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.
- B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct form to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete

with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

- E. Provide temporary openings where interior area of form work is inaccessible for clean-out, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- F. Chamfer all exposed corners and edges with a 3/4 inch chamfer. Use wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3. PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars"; for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operation. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

4. JOINTS

- A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Engineer.

- B. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except where otherwise indicated.

5. PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

6. CONCRETE PLACEMENT

- A. **Preplacement Inspection:** Before placing concrete, inspect and complete form work installation and reinforcing steel.
- B. **General:** Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.
 - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation, maximum free drop of concrete to be five feet.
- C. **Placing Concrete in Form:** Deposit concrete in forms in horizontal layers not deeper than 18" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
- D. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

- E. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- F. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- G. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and into corners.
- H. Bring slab surfaces to correct level with straight edge and strike-off. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- I. Maintain reinforcing in proper position during concrete placement operations.
- J. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306, and as herein specified.

When air temperature has fallen to or is expected to fall below 40 deg. F (4 deg. C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg. F (10 deg. C), and not more than 80 deg. F (27 deg. C) at point of placement. Air entrainment admixture amount will vary with concrete temperatures.

- K. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- L. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- M. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

- N. Cool ingredients before mixing to maintain concrete temperature at time of placement below 80 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
 - O. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
 - P. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.
7. SEEDED EXPOSED AGGREGATE FINISH:
- A. Immediately after floating, broadcast a single layer of aggregate uniformly onto the pavement surface. Tamp seeded aggregate into plastic concrete, and float to entirely embed aggregate with mortar cover of 1/16 inch.
 - B. Prior to the concrete placing operation, all select seeding aggregate shall be thoroughly washed so that it is free of all dust, dirt, and clay particles. The aggregate shall be in a damp condition but without free surface water at the time of seeding application. There shall be sufficient select aggregate on hand to complete the seeding once it has commenced.
 - C. The seeding operation shall start immediately after the placement of concrete as described above. The select aggregate shall be carefully and uniformly seeded by suitable means so that the entire surface is completely covered with one layer of stone. The stones must completely cover the surface without gaps or missing area and set to a uniform depth and spacing. Stacked stones and flat and sliver—like particles shall be removed at this time. The aggregate shall be embedded by suitable means. Care shall be taken to not over-embed and deform the surface. Under no circumstances shall areas lacking sufficient mortar be filled with small quantities of the base concrete mix.
 - D. Without dislodging aggregate, remove excess mortar by lightly brushing surface with a stiff, nylon bristle broom.
 - E. Once hardening has begun and the stones are firmly engaged with the underlying matrix, the surface shall be washed with flowing water and brushes to expose the aggregates. Fine-spray surface with water and brush. Repeat water flushing and brushing cycle until cement film is removed from aggregate surfaces to depth required. Washing shall not begin too soon or too late, as established in the sample slabs.
 - F. Work shall be planned so that the concrete placing and aggregate seeding procedures are coordinated with the capabilities of the washing and brushing crew.

- G. The final appearance, texture and smoothness of the slab shall match the approved Samples to the satisfaction of the Owner. If directed, the Owner retains the right to direct the removal of faulty workmanship and replacement with a new slab.

8. FINISH OF VERTICAL SURFACES

- A. All exposed vertical concrete formed surfaces shall receive a "Smooth Form Finish". Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with a minimum of seams. Repair and patch defective areas, with fins or other projections completely removed and smoothed, and any holes filled.

9. CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 7 days.

Moist cure the slabs with an approved method for seven days. Traffic shall be prohibited after the chips are spread and have hardened and been cured at least 4 days

- 2. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

- B. Curing Methods: Perform curing of concrete by curing and sealing compound except as not allowed for epoxy coating. For those areas use moisture retaining cover and wetting.

Apply specified curing and sealing compound to concrete slabs within 2 hours of completing the final finishing operation and after surface water sheen has disappeared.

Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

- C. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by

moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.

10. REMOVAL OF FORMS

Form Work not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

11. RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Owner.

12. TOLERANCES FOR PAVEMENT

- A. Elevation: 1/4 inch.
- B. Thickness: Plus 3/8 inch, minus 1/4 inch.
- C. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
- D. Vertical Alignment of Tie Bars: 1/2 inch.
- E. Joint Spacing: 3 inches.
- F. Contraction Joint Depth: Plus 1/4 inch, no minus.
- G. Joint Width: Plus 1/8 inch, no minus.

13. CONCRETE SURFACE REPAIRS OF NEW CAST-IN-PLACE CONCRETE

- A. Patching Defective Areas: Repair and patch defective areas in a manner acceptable to the Owner.

Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean and dampen with water the area to be patched.

- B. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.

- C. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets' fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

- D. Repair finished unformed surfaces that contain defects which affect durability of concrete. Defects in exposed aggregate surfaces will generally require removal and replacement of the section of walkway effected. The Owner will direct acceptable repair scope.

- G. In other concrete services not receiving the exposed aggregate, Contractor may repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

14. QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. The Contractor shall employ a testing laboratory to perform tests and to submit test reports.

Notification: Notify Owner and Engineer twenty-four (24) working hours prior to each concrete placement, or as directed by Owner. Notify testing lab and arrange for technician to be on site prior to the first truck of each placement.

- B. Sampling and testing for quality control during field placement of concrete shall include the following, or as directed by Engineer or Owner.
1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C 94.
 2. Slump: ASTM C 143; one test at point of discharge for truckload of concrete; additional tests when concrete consistency seems to have changed.
 3. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete, ASTM C 231 pressure method for normal weight concrete; one test for each set of compression test specimen.
 4. Concrete Temperature: Test hourly when air temperature is 40 deg F (4 deg C) and below, and when 80 deg F (27 deg C) and above; and each time a set of compression test specimens are required.
 5. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
 6. Compressive Strength Tests: ASTM C 39; one set for each day's pour plus additional sets for each 50 cu. yds., over and above the first 75 cu. yds. of concrete placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
 - a. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 - b. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
- C. Test results will be reported in writing to Owner, Engineer and Contractor within 3 days after tests. Reports of compressive strength

tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; weight of concrete in pounds per cubic foot; compressive breaking strength and type of break for both 7-day tests and 28-day tests.

- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- E. Additional Tests: The testing service will make additional tests of in-place concrete, as requested by Engineer, when test results indicate specified concrete strengths and other characteristics have not been attained in the structure. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests when unacceptable concrete is verified.

END OF SECTION

SECTION 31 00 00 – EARTHWORK

PART 1 - GENERAL

1.0 RELATED DOCUMENTS

Drawings and general provisions of the Contract, apply to work of this section.

1.1 DESCRIPTION OF WORK

Extent of earthwork is shown on drawings.

1.4 JOB CONDITIONS

- A. Test Borings: No test pits or borings have been made or provided by the Owner, but additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.
- B. Existing Utilities: No utilities are anticipated

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult Owner immediately for directions.
- C. Use of explosives:

Do not bring explosives onto site or use in work without prior written permission from Owner and any authorities having jurisdiction.
- D. Protection of Persons and Property: Coordinate with Owner and Park staff. While the work is ongoing, barricade other unsafe areas occurring as part of this work.

Protect adjacent trees, structures, pavements, and other facilities from damage caused by equipment operation, settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
- E. Rock Removal: No additional payment shall be made for bedrock or boulder removal unless the rock exceeds 2 c.y. in volume and cannot remain in place, as determined by the Owner. In that case, the Owner will direct the removal at a negotiated price.

PART 2 - PRODUCTS

2.0 SOIL MATERIALS

- A. Gravel Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, natural or crushed sand. Comply with Maine Department of Transportation (MDOT) Standards Section 703.06, Type B.
- B. Gravel Base Course: Comply with MDOT Section 703.06, Type A.
- C. Borrow Materials for fill and backfill: Satisfactory free draining granular soil materials free of clay, rock larger than 6" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter, capable of being placed and compacted. Comply with MDOT Standard Section 703.18.
- D. Geotextiles: Mirafi Filterweave 402, or equivalent. Submit substitutes to Engineer per Submittals procedure prior to purchasing. Comply with MDOT Standard Specifications, Sections 620 and 722.
- E. Silt Fence or Curtain: Provide a silt fence to trap sediments coming from the upland disturbed areas only if there is fine sediment materials disturbed or placed. No silt fence is required for work below the mean high water line.
 - a. Posts. Either hardwood posts or steel posts shall be used.

Hardwood posts shall be straight, at least 450 mm (18 inches) longer than the height of the silt fence and at least 32 mm by 32 mm (1 ¼ inch by 1 ¼ inch).

Steel posts shall be at least 450 mm (18 inches) longer than the height of the silt fence and have the means provided for fastening wire to the fence.
 - b. Wire Support Fence, if required, shall be at least 50 mm (2 inches) higher than the height of the silt fence. Horizontal and vertical wires shall be spaced no more than 150 mm (6 inches) apart. The top and bottom wires shall be at least 10 gauge; all other wires at least 12 gauge.
 - c. Silt Fence. The woven geotextile fabric and components shall be made from polypropylene, polyester, polyamide or other chemically stable material and be resistant to ultraviolet radiation degradation for at least 12 months of installation. Silt retention capacity shall be no less than 75 percent. The fabric shall have a Mullen burst test of no less than 1790 kPa (260 pounds per square inch) with a maximum average sieve opening size of 850 µm to 250 µm (No. 20 to No. 60). Roll width of the fabric shall be no less than 6 inches wider than the height of the fence, except fabric for boom supported floating silt fence which shall be no less than 2 feet wider than the design width.

PART 3 - EXECUTION

3.0 EXCAVATION

- A. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Owner/Engineer.
- B. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- C. Material Storage: Place, grade and shape stockpiles for proper drainage.

3.1 COMPACTION

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification.
- B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).
 - a. Lawn or Unpaved Areas: Compact each layer of backfill or fill material at 90% maximum density for cohesive soils and 90% relative density for cohesionless soils.
 - b. Ramp, Walkways, and Roadways: Compact each layer of backfill or fill material at 95% relative density for cohesionless material.

3.2 BACKFILL AND FILL

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

- B. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

3.3 GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

- B. Finish surfaces free from irregular surface changes, and as follows:

Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/4" above or below required subgrade elevation.

Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.4 ROADWAY GRAVEL COURSES

- A. General: Gravel courses consist of placing gravel subbase and base material, in layers of specified thickness, over subgrade surface to provide a finished surface. When a compacted subbase course is shown to be 6" thick or less, place material in a single layer. When shown to be more than 6" thick, place material in equal layers, except no single layer more than 6" or less than 3" in thickness when compacted.

- B. **Placing:** Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.

3.5 FIELD QUALITY CONTROL

- A. **Quality Control Testing During Construction:** Perform proof rolling of subgrade after other preparation are completed, in the presence of the Owner/Engineer.

If proof rolling indicates an issue with subgrade compaction, and if directed by Owner, arrange for testing service to inspect and approve subgrades and fill layers before further construction work is performed.

Perform field density tests in accordance with ASTM D 1556 (sand cone method) nuclear densimeter method, or ASTM D 2167 (rubber balloon method), as applicable.

- B. **Roadway, Ramp, and Parking Areas:** If required by the Owner, make at least one field density test of subgrade for every 1,000 sq. ft. of roadway area, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 1,000 sq. ft. of roadway area, but in no case less than 3 tests.

If in the opinion of Owner/Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.6 MAINTENANCE

- A. **Protection of Graded Areas:** Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. **Reconditioning Compacted Areas:** Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.
- C. **Settling:** Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match

adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.7 DISPOSAL OF EXCESS AND WASTE MATERIALS

Unacceptable and excess excavated material shall be disposed of and leveled at a site designated by the Owner. Trees and stumps shall be disposed of off-site in conformance with applicable Local, State and Federal regulations.

Disposal of other materials shall be Contractor's responsibility.

END OF SECTION

SECTION 03300 – CONCRETE

PART 1 – GENERAL

1. RELATED DOCUMENTS

Drawings and general provisions of Contract, including General Conditions and Instruction to Bidders sections, apply to work of this section.

2. DESCRIPTION OF WORK

A. Scope of work is for providing new cast-in-place concrete. Also included in this section is surface preparation, curing, finishing, grouting, formwork, and reinforcing steel.

B. CONCRETE PAVEMENT:

1. All exterior paved surfaces shall have an exposed aggregate stone surface. Extent of work is indicated in the Contract Documents and shown on drawings.
2. All Concrete pavement is to meet ADA traction and smoothness standards, and provide a uniform non-slip surface.
3. Place in accordance with ADAAG requirements for an Accessible walking surface with a maximum slope of 5% (9/16" per ft.) in the direction of travel and a maximum transverse slope of 2% (1/4" per ft) measured perpendicular to the direction of travel.
4. Surfaces shall have a minimum slope of approximately 1/4" per ft to provide drainage except where otherwise noted or directed.
5. Concrete shall be 3500 psi concrete standard ready mix, air entrained, slump controlled and reinforced, with sawn control joints See specifications.

3. QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes, specifications and standards, except where more stringent requirements are specified.

ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

ACI 214 Recommended Practice for Evaluation of Strength Test Results of Concrete.