



LONG CREEK YOUTH DEVELOPMENT CENTER
PAVING PROJECT

CONTRACT AND SPECIFICATIONS

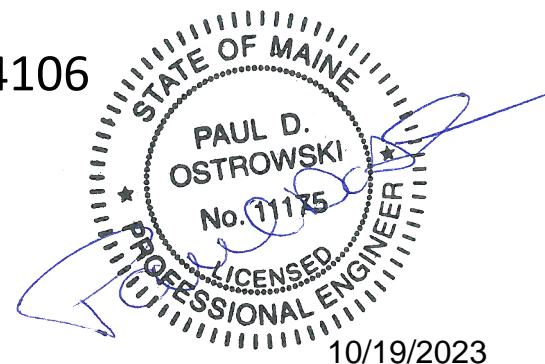
for

“PAVEMENT IMPROVEMENTS”

DATED: OCTOBER 2023

Prepared by

Sebago Technics, Inc.
75 John Roberts Road
South Portland, Maine 04106



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00 11 13
Notice to Contractors

Long Creek Youth Development Center Paving Project

3631

Maine Department of Corrections, Augusta, Maine is accepting sealed bids for the parking lot improvements project. The project includes providing all materials, labor, and equipment for the improvements of the parking lot and access roads as stipulated in the contract documents and specifications.

The cost of the work is approximately \$ 166,000. The contract shall designate the Substantial Completion Date on or before *30 June 2024*, and the Contract Final Completion Date on or before *31 July 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 Long Creek Youth Development Center Paving Project**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00 p.m.** on **November 28, 2023**.

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: Deane Rykerson 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.
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.

00 11 13
Notice to Contractors

6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.

7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *November 7, 2023 @ 10:00 am, with questions due by November 21, 2023.*

8. Bid Documents - full sets only - will be available on or about *October 31, 2023* and may be obtained \$100 from:
Sebago Technics
75 John Roberts Road, Suite 4A
South Portland, ME 04106
(207) 200-2111 and bblake@sebagotechnics.com

9. Bid Documents may be examined at:

<i>AGC Maine</i>	<i>Construction Summary</i>
<i>188 Whitten Road</i>	<i>734 Chestnut Street</i>
<i>Augusta, ME 04330</i>	<i>Manchester, NH 03104</i>
<i>Phone 207-622-4741 Fax 207-622-1625</i>	<i>Phone 603-627-8856 Fax 603-627-4524</i>

00 21 13
Instructions to Bidders

1. Bidder Requirements

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

00 21 13
Instructions to Bidders

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

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

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

00 21 13
Instructions to Bidders

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

**00 41 13
Contractor Bid Form**

Long Creek Youth Development Center Paving Project

3631

Bid Form submitted by: *email only to email address below*

Bid Administrator:

Deane Rykerson
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 *Long Creek Youth Development Center Paving Project Manual* dated *October 2023*, prepared by *Sebago Technics*, 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 included* on this project.

No Allowances

insert brief name of Allowance

\$ 0.00

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

Alternate Bids are as shown below

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

1 Alternate Bid #1 \$ _____ .00

2 Alternate Bid #2 \$ _____ .00

3 Alternate Bid #3 \$ _____ .00

4 Alternate Bid #4 \$ _____ .00

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 required* on this project.

If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

**00 43 13
Contractor Bid Bond**

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

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

**00 43 13
Contractor Bid Bond**

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

Signed and sealed this *insert date, i.e.: 8th* day of *select month, select year*, which is the 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 **insert contracting entity name** hereinafter called the **Owner** and **insert Contractor company name** hereinafter called the **Contractor**.

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

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

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

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

ARTICLE 1 COMPENSATION AND PAYMENTS

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

Base Bid	\$0.00
<u><i>Alternate Bid number and name or "no Alternates"</i></u>	\$0.00
<u><i>Alternate Bid number and name or "no Alternates"</i></u>	\$0.00
<u><i>Alternate Bid number and name or "no Alternates"</i></u>	\$0.00
<u><i>Alternate Bid number and name or "no Alternates"</i></u>	\$0.00
<u><i>Alternate Bid number and name or "no Alternates"</i></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 **15 December 2023**.

2.3 The Work of this Contract shall be completed on or before the Contract Final Completion Date of **31 December 2023**.

2.4 The Contract Expiration Date shall be **29 February 2024**. (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 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

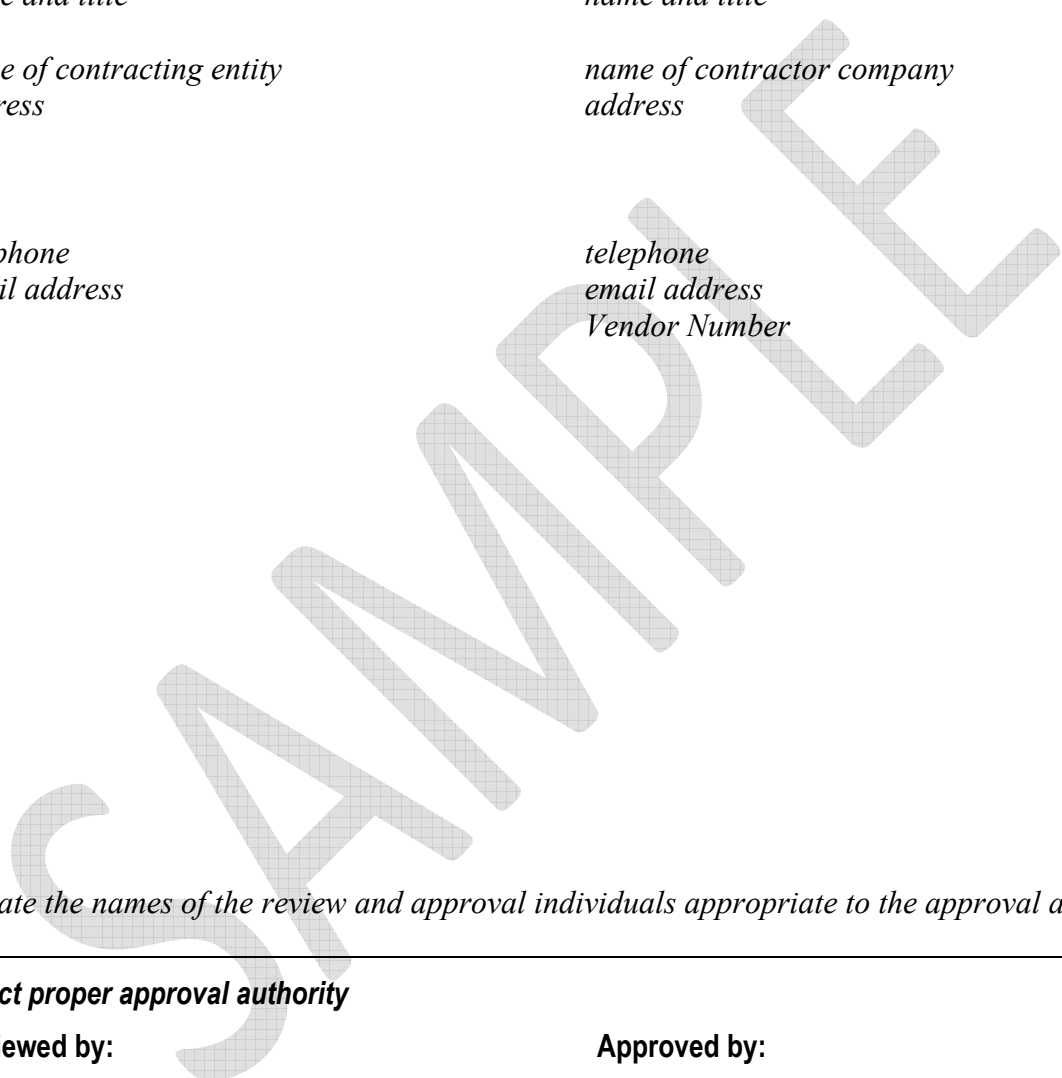
Signature *Date*
name and title

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

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

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

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

**00 61 13.13
Contractor Performance Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

**00 61 13.16
Contractor Payment Bond**

Bond No.: insert bond number

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

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

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

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

**00 61 13.16
Contractor Payment Bond**

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

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

Contractor

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

Surety

(Signature)

insert name and title

insert company name

insert address

insert city state zip code

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

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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.

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Definitions

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

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- 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

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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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General Conditions

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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.

00 72 13
General Conditions

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

38.2 Arbitration

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

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

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

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

00 73 46
Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

00 73 46
Wage Determination Schedule

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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.

2023 Fair Minimum Wage Rates
Highway & Earth Cumberland County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Bulldozer Operator	\$28.86	\$6.92	\$35.78
Carpenter	\$31.00	\$6.30	\$37.30
Cement Masons And Concrete Finisher	\$24.00	\$3.34	\$27.34
Coating Painting And Spraying Machine Operators	\$22.00	\$0.00	\$22.00
Construction And Maintenance Painters	\$23.00	\$1.02	\$24.02
Construction Laborer	\$23.00	\$1.16	\$24.16
Control And Valve Installers And Repairers - Except Mechanical Door	\$31.00	\$9.86	\$40.86
Crane And Tower Operators	\$32.63	\$8.06	\$40.69
Crushing Grinding And Polishing Machine Operators	\$25.51	\$7.55	\$33.06
Electrical Power - Line Installer And Repairers	\$40.16	\$10.82	\$50.98
Electricians	\$41.00	\$16.50	\$57.50
Excavating And Loading Machine And Dragline Operators	\$28.60	\$5.01	\$33.61
Excavator Operator	\$32.50	\$5.61	\$38.11
Fence Erectors	\$19.50	\$1.45	\$20.95
Flaggers	\$19.50	\$0.00	\$19.50
Grader/Scraper Operator	\$24.76	\$3.96	\$28.72
Heavy And Tractor - Trailer Truck Drivers	\$24.00	\$3.90	\$27.90
Highway Maintenance Workers	\$25.83	\$2.30	\$28.13
Industrial Machinery Mechanics	\$33.43	\$2.38	\$35.81
Industrial Truck And Tractor Operators	\$21.00	\$3.08	\$24.08
Light Truck Or Delivery Services Drivers	\$22.00	\$3.17	\$25.17
Millwrights	\$32.00	\$8.71	\$40.71
Mixing And Blending Machine Operators	\$25.51	\$13.80	\$39.31
Mobile Heavy Equipment Mechanics - Except Engines	\$26.39	\$4.23	\$30.62
Operating Engineers And Other Equipment Operators	\$26.01	\$7.17	\$33.18
Paver Operator	\$25.51	\$7.42	\$32.93
Pile-Driver Operators	\$30.96	\$6.86	\$37.82
Pipelayers	\$24.23	\$3.88	\$28.11
Plumbers Pipe Fitters And Steamfitters	\$31.97	\$3.93	\$35.90
Reclaimer Operator	\$25.51	\$10.78	\$36.29
Reinforcing Iron And Rebar Workers	\$29.75	\$10.87	\$40.62
Screed/Wheelman	\$28.00	\$3.96	\$31.96
Structural Iron And Steel Workers	\$26.93	\$8.12	\$35.05

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

Expiration Date: 12-31-2023

End of Section 00 73 46

01 00 00
Summary of Work

SUMMARY OF WORK

PROJECT DESCRIPTION: "PAVEMENT IMPROVEMENTS"

Maine Department of Corrections, Augusta, Maine is accepting sealed bids for the parking lot improvements project. The project includes providing all materials, labor, and equipment for the improvements of the parking lot and access roads as stipulated in the contract documents and specifications. Long Creek Youth Development Center located at 675 Westbrook Street, South Portland, Maine is open Monday through Friday. If work will be on-going during business hours, access from Westbrook Street and into the parking lot shall be maintained at all times. The method for which to maintain access will be at the Contractor's discretion, which may include phasing the work or maintaining alternation one-lane traffic flow.

Summary of Work:

Base Bid:

1. Full-depth pavement reconstruction of approximately 400 linear feet of the main entrance starting at Westbrook Street. Work shall also include site preparation, saw cutting, grinding, pavement joint installation, removal of excess materials, protection of curbs and existing structures, raising existing utility structures to finish grade, traffic control, compaction, shaping and grading, maintaining the site, dust control, protection of temporary drainage measures, installation of plant mix hot bituminous pavement in conformance with these specifications, pavement markings, mobilization and all other work required to provide a complete project for owners acceptance. Work shall also include verification of finish grades to ensure positive surface drainage is maintained throughout the project area.
2. Shim and overlay reconstruction of a portion of the access road adjacent to the sliding security gate. The existing pavement is to be regraded and paved to eliminate the paved speed bump and the gap between the bottom of the gate and the pavement. Raise the grade under and adjacent to the gate as needed to maintain a 4-inch maximum gap between the bottom of the gate and the pavement.
3. Paving of the existing gravel parking area adjacent to the maintenance building, a concrete dumpster pad, and the gravel driveway behind the maintenance building. Work shall also include site preparation, saw cutting, grinding, pavement joint installation, removal of excess materials, protection of curbs and existing structures, raising existing utility structures to finish grade, traffic control, compaction, shaping and grading, maintaining the site, dust control, protection of temporary drainage measures, installation of plant mix hot bituminous pavement in conformance with these specifications, mobilization and all other work required to provide a complete project for owners acceptance. Work shall also include verification of finish grades to ensure positive surface drainage is maintained throughout the project area.

01 00 00
Summary of Work

Alternate Bid Items:

1. Full-depth pavement reconstruction of the driveway between the western and eastern parking lots. Regrade driveway to eliminate pavement shim between the driveway and eastern parking lot. Work shall also include site preparation, saw cutting, grinding, pavement joint installation, removal of excess materials, protection of curbs and existing structures, traffic control, compaction, shaping and grading, maintaining the site, dust control, protection of temporary drainage measures, installation of plant mix hot bituminous pavement in conformance with these specifications, pavement markings, mobilization and all other work required to provide a complete project for owners acceptance. Work shall also include verification of finish grades to ensure positive surface drainage is maintained throughout the project area. Mill and overlay portions of the existing eastern parking lot. Mill to a depth of 1.5" with self-propelled motorized milling equipment. After milling operations and prior to placing overlay, seal major cracks (1-inch width or greater) with an asphaltic crack sealant installed per the manufacturer's recommendations. Install/place a 1.5-inch lift of 9.5MM Hot Mix Asphalt. Full-depth pavement reconstruction of the sinkhole, as designated on the plan. Sawcut a minimum of 18-inches offset from the hole and new base gravel placed and compacted prior to installation of the overlay.
2. Mill and overlay of the existing northwest parking lot, southwest parking lot, northeast parking lot, and traffic loop. Mill to a depth of 1.5" with self-propelled motorized milling equipment. After milling operations and prior to placing overlay, seal major cracks (1-inch width or greater) with an asphaltic crack sealant installed per the manufacturer's recommendations. Install/place a 1.5-inch lift of 9.5MM Hot Mix Asphalt. Remove and rebuild the brick top course on the catch basin located in the northern parking lot. Reinstall the catch basin frame and grate at the existing elevation.
3. Mill and overlay of the existing perimeter access road, access roads east of the facility, and paved areas adjacent to the maintenance building. Mill to a depth of 1.5" with self-propelled motorized milling equipment. After milling operations and prior to placing overlay, seal major cracks (1-inch width or greater) with an asphaltic crack sealant installed per the manufacturer's recommendations. Install/place a 1.5-inch lift of 9.5MM Hot Mix Asphalt.
4. Striping of the parking lots, no sooner than 48 hours following placement of pavement and not later than 30 days. Parking spaces shall be 9'x18'. Coordinate layout with Long Creek Youth Development Center.

End of Section 01 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for walks, pavements, lawns, and grasses, and exterior plants.
 - 2. Subbase and base course for asphalt paving.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Provision, transportation, and placement of all required fill and backfill materials.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect/Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect/Engineer. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 2 cu. yd. for bulk excavation or 1 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting when permitted:
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Aggregate layer placed between the subgrade and base course.
- K. Subgrade: Uppermost surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile fabrics.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 1557 for each on-site and borrow] soil material proposed for fill and backfill.
- C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earthwork operations. Submit before earthwork begins.
- D. Earth Material Samples: Contractor shall be responsible for obtaining samples (50 lb. minimum) of earthwork materials proposed to be used and transporting them to the site seven calendar days in advance of the time planned for incorporating them into the work. Use of proposed materials by the Contractor prior to testing and approval or rejection shall be at the Contractor's risk. The following information shall be submitted with the samples.
 - 1. Location of borrow source site.
 - 2. Present and past usage of the source site and material.
 - 3. Any previously existing report(s) associated with an assessment of the source site, as relates to the presence of oil or hazardous material.

4. Location within the source site from which the material will be obtained.
- E. Up to two test series (gradation and moisture-density relation) will be completed by the testing agency for on- and off-site borrow sources for each category of earth materials defined in Part 2 of this Section at the Owner's cost. Testing of additional samples or sources shall be at the Contractor's cost. Retesting of failed results as noted above shall be at the Contractor's cost.
 1. Gradation analysis to be based on washed sieve analysis in accordance with appropriate ASTM Standard.
- F. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D2487.
 2. Laboratory compaction curve according to ASTM D1557.

1.5 QUALITY ASSURANCE

- A. Earthwork Observation and Testing:
 1. The owner and/or owner's agent will retain a qualified or testing agency to perform onsite observation and testing during work under this and related sections and as indicated in the "Schedule of Special Inspections." The services of the testing agency may include, but not be limited to, the following:
 - a. Observation during excavation, subgrade preparation and backfill for footings, slabs-on-grade, and subsurface drainage construction, etc.
 - b. Determination of requirements for additional excavation to remove unsuitable materials.
 - c. Observation and testing during placement and compaction of fill and backfill.
 - d. Laboratory testing and analysis of fill materials specified.
 - e. Review of submittals.
 2. During the course of construction, the testing agency shall advise the owner's agent, in writing, with a copy to the Engineer and Contractor, if at any time, in his opinion, the work is not in substantial conformity with the plans and specifications. The testing agency's presence does not include supervision of direction of the actual work by the Contractor, his employees, subcontractors or agents. Neither the presence of the testing agency, nor any observations and testing performed by him shall excuse the Contractor from defects discovered in his work.
 3. Testing equipment will be provided by and testing performed by the testing agency, except as otherwise provided by contract. Upon request by the owner's agent, the Contractor shall provide such auxiliary personnel and services as needed to accomplish testing work and to repair damage caused thereby to permanent work.
 4. References herein to observations, testing and determinations by the "Engineer" include services to be provided by the testing agency when appropriate and when so authorized by the engineer or owner.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Engineer not less than three days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.

- C. Existing Utilities:
 - 1. Notify utility locator service for area where project is located before site clearing or excavating. Contact Dig Safe not less than 3 business days before starting the work. Dig Safe requirements are in addition to local and/or State DOT street opening permit requirements
 - 2. Hire private utility markout service for areas not marked by utility companies. See the "General Conditions" of the construction contract.
 - 3. Before starting excavation, establish location and extent of any underground utilities occurring in work area. Make arrangements with appropriate utility company for removal and relocation of lines which are in the way of excavation. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
 - 4. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for direction. Cooperate with owner, owner's agent, and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
 - 5. Inactive or abandoned utilities encountered during construction operations shall be removed, plugged or capped. The location of such utilities shall be noted on record drawings and reported in writing to owner's agent. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff services if lines are active.
 - 6. Do not interrupt existing utilities serving facilities occupied and used by owner or others, during occupied hours, except when permitted in writing by owner's agency and then only after arranging to provided acceptable temporary utility services. Provide minimum of 72-hour notice to owner's agent and receive written notice to proceed before interrupting any utility. Do not proceed with utility interruptions without owner's written permission.
 - 7. When in the course of the work it is necessary to connect a utility to a main in a public way, all the requirements of both the authorities governing the utility and those governing the public way shall be met. Pavement shall be temporarily and permanently replaced as directed by these authorities at no additional cost to the owner.

- D. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS - GENERAL

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
 - 2. Unsuitable Materials also include material containing excessive plastic clay, vegetation, organic matter, debris, pavement, stones or boulders over 6 inches in greatest dimension, and frozen material. Material which, in the opinion of the Geotechnical Engineer, will not provide a suitable foundation or subgrade.
- D. On-Site Material: Any suitable material from on-site excavation.
- E. Backfill and Fill: Satisfactory soil materials.
- F. Unless indicated otherwise, materials shall conform to the "Standard Specification for Highways and Bridges" revision of November 2014, Maine Department of Transportation (abbreviated as MDOT "Standard Specification").
- G. 3/4 Inch Crushed Stone: Crushed stone shall be a quarry product 3/4 inch or washed gravel stone obtained from offsite sources for use as detailed on the drawings. Crushed stone shall consist of durable crushed rock or gravel stone essentially free of silt, clay, loam or other deleterious materials and shall conform to the following gradation requirements of MaineDOT 703.13
- H. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

2.2 SOIL MATERIALS FOR ROADWAYS AND PARKING LOTS

- A. Aggregate Subbase Material: Shall meet the requirements of Maine Department of Transportation Standard Specifications Section 703.06(c), Type D.

- B. Aggregate Base Materials: Shall meet the requirements of MDOT Standard Specifications Section 703.06(a), Type A,

2.3 PIPE BEDDING MATERIALS (if required for construction, none anticipated)

- A. Sand: ASTM C 33; fine aggregate.
- B. Bedding Material: Sand or sandy soil free of debris, waste, frozen materials and organics with 100 percent passing a 3/8-inch sieve and not more than 10 percent passing a No. 200 sieve.
- C. Crushed Stone Pipe Bedding Material: Shall be screened or crushed stone free of organic matter, silt, or clay lumps, and deleterious material. The material shall meet the following graduation requirements:

<u>Sieve Designation</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
1 Inch	100
¼ Inch	0-5

2.4 GEOTEXTILES (if required for construction, none anticipated)

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 1. Basis-of-Design Product: Mirafi 140N by Mirafi Inc., P.O. Box 240697, Charlotte, North Carolina 28224.
 2. Survivability: Class 2; AASHTO M 288.
 3. Grab Tensile Strength: 120 lbf; ASTM D 4632.
 4. Tear Strength: 50 lbf; ASTM D 4533.
 5. Puncture Strength: 65 lbf; ASTM D 4833.
 6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 1. Basis-of-Design Product: Mirafi 600X by Tencate Geosynthetics Americas
 2. Survivability: Class 2; AASHTO M 288.
 3. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
 4. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
 5. Tear Strength: 90 lbf (400 N); ASTM D 4533.
 6. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
 7. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
 8. Permittivity: 0.02 per second, minimum; ASTM D 4491.

9. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.5 RIGID INSULATION

- A. Extruded closed – cell rigid foamed polystyrene, 2-inch thickness, width of trench, Styrofoam HI-60 by Dow Chemical, or approved equal.

2.6 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.
- E. Provide protective construction fence around all landscaping in work area to remain.
- F. Paved surfaces: Do not operate equipment on paved surfaces that will damage surface.

3.2 EXCAVATION, GENERAL

- A. Stability of Excavations:

1. Slope sides of excavations to comply with OSHA regulations and local codes. Shore and brace where sloping is not possible because of space restrictions or stability to material excavated.
 2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- B. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

3.3 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.
- B. Saw cut pavement prior to excavation to provide a clean, uniform edge. Minimize disturbance of remaining pavement. Cut and remove the minimum amount of pavement required to do the work.
- C. Use shoring and bracing where sides of excavation will not stand without undermining pavement.

3.4 SUBGRADE INSPECTION

- A. Notify Engineer, Geotechnical Engineer and Owner's agent when excavations have reached required subgrade.
- B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed and in accordance with Article "Excavation for Structures" of this section.
- C. Authorized Additional Excavation: In the case that unsuitable materials, as determined by the engineer, are encountered at the specified subgrade elevation, the engineer may direct the removal of the unsuitable material and refill with granular fill placed and compacted in accordance with the requirements of this Section. This work will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.5 UNAUTHORIZED EXCAVATION

- A. Unauthorized Excavation: Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the engineer or owner's agent. Unauthorized excavation, as well as remedial work specified by the engineer, shall be at the Contractor's expense.
1. In areas below structures, pavements and walks, backfill unauthorized excavation with granular fill placed and compacted in accordance with this Section, unless otherwise directed by the engineer.
 2. Where the excavation of otherwise suitable materials is required due to these materials being rendered unsuitable due to disturbance, construction activity, freezing or lack of protection from the elements, the Contractor shall excavate these materials and provide remedial work as specified above at no additional cost to the owner.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 BACKFILL

- A. Backfilling Prior to Acceptance of Work Installed:
1. Do not allow or cause the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections, tests and acceptances.
 2. Should any of the work be so enclosed or covered up before it has been accepted, uncover all such work at no additional cost to the owner.
 3. After the work has been completed, tested, inspected and accepted, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the owner.
- B. Place and compact backfill in excavations promptly, but not before completing the following:
1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- C. Place backfill on subgrades free of mud, frost, snow, or ice.

- D. Unless otherwise specified or indicated on the drawings, the products specified in Part 2 of this Section shall be employed in the various fill and backfill applications indicated in that part. Place and compact fill material in layers to required elevations as follows:
 - 1. Under utilities, use either bedding material or crushed stone (see drawings).
 - 2. Under equipment pads, use crushed stone.
 - 3. Under grass and planted areas, use general fill
 - 4. Under walks and pavements, use base and subbase material
- E. All vegetation, peat, organic topsoil or subsoil, trash, debris, roots, stumps, and any compressible or otherwise deleterious materials shall be stripped from the existing ground surface and removed from excavations prior to placement of fill or backfill.
- F. All fill and backfill materials shall be placed in horizontal layers. Each layer shall be spread evenly and thoroughly mixed during spreading to ensure uniformity of material in each layer. Layer thickness shall not exceed 12-inches and may be thinner as necessary for the compaction equipment being used.
- G. Where horizontal fill layers meet a natural or excavated slope, the layer shall be keyed into the slope by cutting a bench. The surface of benches shall be compacted to the same requirements as apply to the area being filled.
- H. In no instance place fill over materials that were permitted to freeze prior to compaction or over ice or snow. Removal of such materials will be required as directed by the engineer. In no case will frozen material be allowed for use in fill or backfill.
- I. No fill shall be placed or compacted during unfavorable weather conditions. When work is interrupted by heavy rains or snow, fill operations shall not be resumed until the moisture content and density of previously placed fill are as specified hereinafter.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use common borrow.
 - 2. Under walks and pavements, use granular borrow.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

B. Moisture Control:

1. Water shall be added to fill material which does not contain sufficient moisture to be compacted to the specified densities. Fill and backfill material containing excess moisture shall be required to dry prior to or during compaction to a moisture content not greater than two percentage points above optimum except that material which displays pronounced elasticity or deformation underfoot or under load shall be required to dry to optimum moisture content before it is placed and compacted, if that is required to achieve specified compaction. At the Contractor's option, material which is too wet may be removed and replaced with satisfactory material at no additional cost to the owner.
2. The Contractor is alerted to the potential silty nature of the onsite soil which renders them sensitive to moisture. Onsite silty soils are difficult to handle and compact and are easily disturbed when wet. The Contractor shall plan and conduct his excavation and filling operations considering the nature of the onsite materials.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.
- D. Allow the geotechnical engineer sufficient time to make necessary observations and tests. The degree of compaction shall be based on a maximum dry density as determined by ASTM Standard D1557 or AASHTO Standard T180. All fill and backfill placed in various areas shall be compacted in individual layers to minimum dry densities as follows:
 1. Top 2 feet under pavement: 95 percent
 2. Below top 2 feet under pavement: 95 percent
 3. Trenches through paved areas, top 2 feet: 95 percent

4. Trenches through paved areas, below top 2 feet: 95 percent
 5. Trenches through unpaved areas: 92 percent
 6. Embankments: 92 percent
 7. Pipe Bedding: 92 percent
 8. Under pipes through structural fills: 92 percent
 9. Underdrain filter sand: 92 percent
 10. Sand bedding for conduit: 95 percent
 11. Grass and mulch areas: 90 percent
 12. Uniformly graded crushed stone materials which are not suited to field density testing shall be compacted in accordance with the minimum compactive effort indicated in paragraph 3.10 G of this Section.
- E. The term "under," as applied to building, structures and paved areas, shall be construed to include all materials immediately below the plan area of the building, as well as those materials within a line sloping at one vertical to one horizontal drawn downward and outward from the exterior of building foundation, structure foundation or paved area.
- F. Compaction shall be by mechanical means designed specifically for compaction and approved by the engineer. The engineer reserves the right to disapprove any device or inadequate capacity or of type unsuited to the character of the material being compacted. In areas which are too restricted to permit the use of mechanical compactors, fill may be placed in 3-inch layers and compacted by hand rammer or pneumatic tools.
- G. In addition to the stated degree of compaction, all fill and backfill shall receive at least the compactive effort given in the following table. Lift thickness shall not exceed that shown for the compaction method selected, except that the first lift of fill or backfill placed over natural ground in wet conditions may be as much as 12 inches thick. Application of the minimum compactive effort does not relieve the contractor from his requirement to achieve the specified degree of compaction.

Compaction Method	Maximum Stone Size	Maximum Loose Lift Thickness	Maximum Loose Lift Thickness	Minimum Number of Passes	Minimum Number of Passes
		Below Structures and Pavement	Less Critical Areas	Below Structures and Pavement	Less Critical Areas
Hand-operated vibratory plate or light roller in confined areas	3"	6"	8"	6	4
Hand-operated vibratory drum rollers weighting at least 1,000 lbs	6"	8"	10"	6	4
Hand-operated vibratory drum rollers weighting at least 3,000 lbs	6"	8"	14"	6	4

Hand-operated vibratory drum rollers weighting at least 5,000 lbs	6"	8"	18"	6	4
Hand-operated vibratory drum rollers weighting at least 8,000 lbs	6"	8"	24"	6	4

- H. Where the engineer determines that fill or backfill does not conform to the compacted density specified, or did not receive the minimum compactive effort specified, such fill shall be removed and replaced with conforming materials at the Contractor’s own cost.

3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/2 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Maintenance:
 - 1. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 - 2. 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.

3.12 SUBBASE AND BASE COURSES

- A. Place subbase and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase and base course under pavements and walks as follows:
 - 1. Shape subbase and base course to required crown elevations and cross-slope grades.
 - 2. Place subbase and base course 6 inches or less in compacted thickness in a single layer.
 - 3. Place subbase and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

4. Compact subbase and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.13 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Subgrades: At foundations, on-grade slabs and pavements, subgrades will be observed by the Testing Agency to confirm subgrade preparation and consistency with conditions expected in the project Geotechnical Report.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 6938, and ASTM D 2937, as applicable.
 1. Field in-place density tests may also be performed by the nuclear method according to ASTM D 6938, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
 2. When field in-place density tests are performed using nuclear methods, make calibration checks for both density and moisture gages at the beginning of work, on each different type of material encountered and at intervals as directed by the engineer.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
 4. Pavement areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2500 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 20 00

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. The Work of this Section is integral with the whole of the Contract Documents and is not intended to be interpreted outside that context.
- C. Erosion control narrative and details shown on the project plans.
- D. Maine Department of Transportation Standard Specifications latest revision including supplemental specifications.
- E. Maine Department of Environmental Protection Erosion and Sediment Control Best Management Practices Manual latest revision and Field Guide for Contractors latest revisions.

1.2 SUMMARY

- A. Provide all labor, materials, equipment, services and accessories necessary to furnish and install the Work of this Section, complete and functional, as indicated in the Contract Documents and as specified herein.
- B. This Section includes but may not be limited to the following:
 - 1. Temporary and permanent erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
 - 2. Inspection, repair, and maintenance of erosion and sedimentation control measures during construction until permanent vegetation has been established.
 - 3. Removal of erosion and sedimentation controls and restoration and stabilization of areas disturbed during removal.
- C. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. MDOT: Maine Department of Transportation.
- B. MDEP: Maine Department of Environmental Protection.

1.4 PERFORMANCE REQUIREMENTS

- A. Environmental Licensing Requirements: All construction is subject to review and/or inspection by local, State, and Federal agencies for adequacy of erosion and sedimentation control measures. Take necessary steps to prevent soil erosion. Refer to publications of the Maine DEP (MDEP) and the Maine Soil and Water Conservation Commission for additional prevention measures to stop soil erosion and follow MDEP "Best Management Practices."
- B. Erosion and Sedimentation Control Guidelines: "Maine Erosion and Sediment Control BMPS," published by the Bureau of Land and Water Quality Maine Department of Environmental Protection, latest revision.

1.5 SUBMITTALS

- A. Product Data: For each manufactured product indicated. Include manufacturer's instructions for installation.
- B. Provide to the Engineer, in writing, a time schedule outlining the sequence of construction for site Work.

1.6 SEQUENCING AND SCHEDULING

- A. Conduct operations in conformity with all Federal and State permit requirements. Plan the sequence of construction so that the smallest practical area of land is exposed at any one time during construction. Schedule the Work such that sedimentation barriers are installed early in the construction sequence, to prevent sediments from uphill areas reaching streams, wetlands, or property lines.
- B. Provide to the Engineer, in writing, a time schedule outlining the sequence of construction for site Work.
- C. See Plans for erosion and sedimentation control requirements.
- D. See plans for fall and winter (September 15 or Later) stabilization requirements.
- E. Stabilize exposed soils throughout the project site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Seed, Fertilizer and Lime: Shall be as specified under Erosion Control Notes on Drawings.
- B. Mulch: Comply with the requirements of MDOT Standard Specification, Section 619.

- C. Erosion Control Mesh: North American Green DS150 blanket conforming to MDOT Standard Specification, Section 613 or as approved by the Engineer
- D. Siltation Fence:
1. Support Fence: 30 inch high livestock fence, or high strength plastic mesh.
 2. Post: Rolled steel manufactured line post or 2 inch diameter hardwood post, 4.5 feet in length.
 3. Fabric: Pervious sheet of synthetic polymer meeting the following minimum requirements.
 - a. Mirafi Silt Fence or approved equal.
 4. Pre-manufactured Silt Fencing systems: Separate support fence may be eliminated if fabric is manufactured with reinforcement, including top cord,
 - a. ProPex Silt Stop; Amoco Fabrics and Fibers Co.
- E. Crushed Stone: Durable, clean, angular rock fragments obtained by breaking and crushing rock material; 2 to 3-inch stone.
- F. Filter Fabric: Woven fabric composed of high-tenacity polypropylene yarns for sediment riser pipes and block and stone catch basin inlet traps.
1. Product: Mirafi 100X; Mirafi Construction Products or equal
- G. Erosion Control Mix: Mix may be manufactured on or off project site.
1. Mix shall consist primarily of organic material, separated at the point of generation, and may include shredded bark, stump grindings, composted bark, or flume grit and fragmented wood generated from water-flume log handling systems.
 - a. Wood chips, ground construction debris, reprocessed wood products, or bark chips shall not be acceptable as the organic component of the mix.
 2. Mix shall contain well-graded mixture of particle sizes and may contain rocks less than 4 inches in diameter. Mix shall be free of refuse, physical contaminants, and material toxic to plant growth.
 3. Mix composition shall meet the following standards:
 - a. Organic matter content shall be between 20 and 100 percent, dry weight basis.
 - b. Particle size by weight shall be 100 percent passing a 6-inch screen, and a minimum of 70 percent and a maximum of 85 percent passing a 0.75-inch screen.
 - c. Organic portion shall be fibrous and elongated.
 - d. Large portions of silts, clays or fine sands are not acceptable in the mix.
 - e. Soluble salts content shall be less than 4.0 mmhos/cm.
 - f. Mix pH shall fall between 5.0 and 8.0.
- H. Hay Bales: Bales shall be at least 14" x 18" x 30" in size, staked twice per bale. Stakes shall be 1" x 1" x 36" wooden. Place bales with twine on sides of bale, not top and bottom.

- I. Water, calcium chloride, or crushed stone for prevention of airborne dust.
- J. Catch Basin Inserts: SiltSacks or approved equal.
- K. Dirtbag: As indicated on the drawings.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Prior to grubbing, stripping, excavation, placement of fill, temporary or permanent placement of excavated materials, or other earthwork, the Contactor shall implement erosion and sedimentation control measures as specified herein and indicated on the plans.
- B. A silt fence, filter berm, or stone sediment dam shall be installed along the down-slope side of the construction site, as necessary, to prevent soil sediment migration away from the site. Install silt fence or filter berm along the down-slope side of all top-soil and subsoil stockpiles.
- C. Temporary measures for controlling erosion and sedimentation may include, but are not limited to, the following:
 - 1. Siltation fencing around the downslope periphery of areas to be disturbed by construction.
 - 2. Filter Berm around the downslope periphery of areas to be disturbed by construction.
 - 3. Temporary seeding and mulching of soil stockpiles or disturbed areas.
 - 4. Temporary sedimentation basins, siltation traps, stone check dams and other temporary practices as approved by the Engineer.
- D. Permanent measures for controlling erosion and sedimentation shall be provided as shown on the drawings or required by these Specifications.
- E. Where disturbed areas cannot be permanently stabilized within 14 days of exposure of the soil, the areas shall be temporarily seeded and mulched, or otherwise stabilized as approved by the Engineer.
- F. Permanent soil stabilization measures for all slopes, channels, ditches, or any disturbed land area shall be completed within 7 calendar days after final grading has been completed. Where such permanent erosion control measures are not possible or practical to implement, and upon approval by the Engineer, temporary stabilization practices shall be applied as in 3.1.C above.
- G. All temporary and permanent control measures shall be periodically inspected and maintained by the Contractor for the duration of the construction and warranty period of this Contract. Sediment collection devices shall be cleaned periodically as required, and the removed material reused or disposed of at an approved disposal area.

3.2 SURFACE WATER DIVERSION

- A. Build, maintain, and operate all cofferdams, channels, flumes, sumps, and other temporary diversion and protection Works needed to divert streamflow and other surface water through or around the construction site and away from the construction Work while construction is in progress.
- B. Outlet diverted stormwater and water from excavations to sedimentation trap or basin or other approved sedimentation control measure.

3.3 SILTATION FENCE

- A. Construct siltation fences at the locations and to the dimensions indicated, and as required to meet specified criteria.
- B. Set fence post 6 feet O.C. to a depth of 2 feet. Attach support fence to post with fencing staples or appropriate wire ties.
- C. Overlap joints in support fence 12 inches. Apply fabric to full height of support fence and secure to prevent sagging, blow off, and loss. A 12-inch overlap of fabric for vertical piecing shall be maintained, folded to a 3-inch width and securely attached to supports.
- D. No horizontal joints will be allowed.
- E. The bottom of the fabric shall be trenched into the existing ground a minimum of 6 inches. In addition, hay bales or ditch checks shall be installed along the silt fence to create sedimentation pools in low areas where run-off concentrates.
- F. Prior to removal of the silt fence, all retained soil or other material shall be removed and disposed of at an approved disposal area.

3.4 FILTER BERM

- A. Place un-compacted erosion control mix in a windrow at locations shown on the plan or as directed by the Engineer.
 - 1. At a minimum the berm shall be 3 feet wide at the base and 2 feet high at the center of all points along its length.
 - 2. Berm material, where the berm is still required, which has decomposed, clogged with sediment, eroded, or becomes ineffective, shall be replaced.
 - 3. The berm shall be removed from the site when no longer required, as determined by the Engineer.

3.5 TEMPORARY SEEDING AND MULCHING

- A. Topsoil stripped and stockpiled on site shall be immediately seeded with erosion control seed mix and mulched with hay.

- B. Exposed earthwork areas, which will not be worked on for one week, shall be hay mulched. Unfinished areas which are not to be worked on for one month, or will be wintered, shall be seeded with erosion control mix at a rate of 4 pounds of seed per 1000 sq. ft. and mulched with hay. Apply hay mulch at the rate of 3 tons per acre such that no soil is exposed. Anchor mulch to prevent wind blown movement.
- C. In sensitive areas (within 25 ft. of stream or wetland edge) temporary mulch must be applied within 7 days of initial disturbance and prior to any storm event.
- D. Winter Mulch: If the catch of grass is less than 75% by November 15, apply additional hay mulch to achieve a protective layer of 5 tons per acre. Anchor mulch with mesh to prevent wind blown movement.
- E. No fill shall be placed on hay mulch. Dispose of used hay mulch off site.

3.6 FALL AND WINTER STABILIZATION

- A. Stabilize exposed soils throughout the project site with permanent seed and mulch by September 15, with the exception of areas undergoing active earthmoving operations. These construction areas are primarily in the immediate vicinity of the building. For proposed grass areas not stabilized by permanent seed and mulch by this date, provide the following stabilization measures at no additional cost to the Owner. Select the appropriate methods from the options listed and obtain approval from the Engineer prior to installation.
 - 1. Stabilize the soil with temporary vegetation, except for ditches, by October 1. Place winter rye seed at the rate of 3 pounds per 1000 sq. ft. and lightly mulch with hay or straw at 75 pounds per 1000 sq. ft. Place erosion control mesh over mulch and anchor.
 - 2. For slopes flatter than 3H:1V, place sod over the exposed soil by October 1. Roll the sod, anchor it with wire pins, and water it to promote growth.
 - 3. For grassed areas flatter than 10H:1V, stabilize the disturbed soil by November 1 with temporary winter mulching by applying hay or straw at a rate of at least 150 pounds per 1000 sq. ft., such that no soil is visible through the mulch. Anchor mulch with erosion control mesh.
 - 4. For slopes steeper than 10H:1V and flatter than 2H:1V, place a 6" layer of erosion control soil/bark mix on the disturbed soil by November 1. Remove snow accumulated on the slope prior to installation. If groundwater seeps are pre-sent, place stone rip rap to thickness shown on drawing details over non-woven geotextile.
 - 5. For drainage ditches or channels, place a sod lining by October 1 or place a rip rap lining by November 1. Sod shall be rolled, fastened with wire pins, anchored with erosion control mesh, and watered. Rip rap shall be placed at the thickness shown on the drawing details over a layer of non-woven geotextile.
- B. If the catch of permanent or temporary grass is less than 3" tall or covers less than 75% of the disturbed soil by November 1, apply additional hay mulch at a rate of 150 pounds per 1000 sq. ft. Anchor mulch with erosion control mesh.

3.7 DRAINAGE DITCHES AND EMBANKMENTS

- A. Drainage ditches shall be provided with filter berm silt dams or rock check dams spaced no greater than 100 feet apart.
 - 1. Temporary ditch dams shall be constructed where indicated, using composted bark soil mix or rocks in the configurations shown. Additional temporary ditch dams shall be installed from time to time during the construction where necessary to prevent soil particle migration from the work area. Where necessary due to terrain configuration, earth berms shall be constructed at one or both ends of the ditch check so as to contain runoff. The tops of earth berms shall be higher than the tops of the dams so that runoff will occur only over the dams. Sand bags may be used instead of earth berms at the Contractor's option but shall be faced with earth placed against the upstream face.
- B. Grassed drainage ditches and swales shall be lined with a continuous mat of erosion control mesh for full bottom width and side slopes to 12" above bottom, to stabilize the loam, seed and mulch.
- C. Where erosive velocities in ditches or embankments are anticipated or experienced, and soil cannot be stabilized with mulch and mesh alone, substitute erosion control soil mix in place of loam. For this use, screen erosion control soil mix to remove wood, bark, and stones one-inch in size and greater. If erosion control soil/bark mix is used in ditches, and erosive velocities are excessive, provide a 12" thick stone rip rap lining along ditch bottom and up side slopes to one foot above the bottom elevation. Place non-woven geotextile beneath stone.
- D. Stabilize pond embankments (interior and exterior), slopes steeper than 3 horizontal to one vertical, and drainage ditches by September 15. Stabilization shall consist of permanent seeding and mulch, temporary winter seeding (winter rye) and winter mulch. If this date cannot be met, provide alternative permanent or temporary stabilization described as Fall and Winter Stabilization.
- E. Install erosion control mesh over mulch on slopes steeper than 6 horizontal to one vertical (16%) and in conformance to DOT Standard Specifications, latest Edition, paragraphs 613.03 through 613.05. Anchor mesh as recommended by manufacturer.
- F. Permanently rip-rap inlets and outlets of culverts and pipe outfalls as specified in Section 312000 "Earth Moving", and as shown on the Drawings.
- G. Install permanent erosion control blanket around culvert inlets and outlets as shown on the Drawings, and according to manufacturer's recommendations.
 - 1. Prepare soil with loam, fertilizer, and seed as specified in Section 329300 "Landscape Work" prior to installing erosion control blanket.
 - 2. Install permanent erosion control blanket 5 feet minimum in all directions around culvert inlets.
 - 3. Install permanent erosion control blanket 5 feet minimum in all directions around culvert outlets, and a 6 feet width centered along the outlet channel for 10 feet.
 - 4. Install staples as shown on the erosion control blanket detail on the Drawings, and throughout the blanket in an 18 by 18-inch grid.

3.8 EROSION CONTROL MIX-MULCH

- A. Apply mix of the following thicknesses based on length and steepness of slope:
1. On Slopes of 3:1 or Less: 2 inches plus an additional 1/2-inch per 20 feet of slope up to 100 feet.
 2. On Slopes Between 3:1 and 2:1: 4 inches plus an additional 1/2-inch per 20 feet of slope up to 100 feet.
 3. The thickness of the mulch at the bottom of the slope shall be as follows:
 - a. Less Than 3:1 Slope Slopes Between 3:1 and 2:1
 - b. Less than 20 Feet of Slope: 2.0 inches 4.0 inches
 - c. Less than 60 Feet of Slope: 2.5 inches 5.0 inches
 - d. Less than 100 Feet of Slope: 3.0 inches 6.0 inches

3.9 DUST CONTROL

- A. Provide dust control measures to prevent off-site damage, health hazard to humans, wildlife and plant life, or become a traffic safety hazard.
- B. To the maximum extent as is practicable
1. Use traffic control to restrict traffic to predetermined routes.
 2. Maintain as much natural vegetation as possible.
 3. Use phasing of construction to reduce the area of land disturbed at any one time.
 4. Use temporary mulching, permanent mulching, temporary vegetative cover, permanent vegetative cover, or seeding to reduce the need for dust control.
 5. Use mechanical sweepers on paved surfaces where necessary to prevent dust buildup.
 6. Stationary sources of dust, such as rock crushers, shall utilize fine water sprays to control dust.
- C. Moisten exposed soil surface periodically with adequate water to control dust.
- D. Where other methods are not practical, use of calcium chloride will be permitted. Spreader at a rate that will keep surface moist but not cause pollution or plant damage. To reduce potential for environmental degradation, use only when other methods are not practical. In areas adjacent to waterways and sensitive environmental areas, verify materials and procedures with governing authority.
- E. Cover surface with crushed stone or coarse gravel. In areas adjacent to waterways, use chemically stable aggregate.
- F. When temporary dust control measures are used, repetitive treatment shall be applied as needed to accomplish control.

3.10 CONSTRUCTION DEWATERING

- A. Water from construction dewatering operations shall be cleaned of sediment before reaching wetlands, water bodies, streams, or site boundaries. Utilize temporary sediment basins, erosion control soil filter berms, silt fencing, block and gravel catch basin inlet protection, or other approved Best Management Practices (BMPS).
- B. In sensitive areas, near streams or ponds, discharge the water from the de-watering operation into a temporary sediment basin created by a surrounding filter berm of uncompacted erosion control soil mix. Locate the temporary sediment basin at least 100 feet from the nearest water body, such that the filtered water will flow through undisturbed vegetated soil areas prior to reaching the water body or property line.

3.11 ADDITIONAL MEASURES

- A. Areas outside the Contract Work limits shall be protected from lubricants, fuel, sediment and other pollutants.
- B. Catch basin inlets in gravel or paved areas shall be surrounded by a sediment barrier of hollow concrete blocks 12" to 24" high covered with wire mesh of 1/4" opening. Pile well graded crushed stone of 1/2" to 2" stone size around the mesh to the top of the blocks.
- C. Catch basin inlets in grassed areas shall be protected by hay bales or block and gravel sediment filter until permanent soil stabilization has been achieved.
- D. Inspect erosion and sedimentation control weekly and after every storm and maintain in good working condition for project duration.

3.12 REMOVAL AND DISPOSAL

- A. After permanent soil stabilization has been achieved, temporary materials and devices that are not readily degradable shall be removed and disposed of offsite. Silt fences, filter berms, and catch basin sediment filters shall be fully removed.
- B. Repair areas disturbed by temporary materials and removal operations to match surrounding finished surfaces. At natural vegetation areas to remain, restore to match existing.

END OF SECTION 31 25 00

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving
2. Hot-mix asphalt overlay
3. Cold milling of existing hot-mix asphalt pavement.
4. Hot-mix asphalt patching.
5. Asphalt surface treatments.

B. Related Sections:

1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

1. Job Mix Designs: Contractor shall submit a mix design using either the "Marshall Stability" or "Superpave" Mix Design Submittal Forms, included in this specification, for each pavement course proposed for construction for the Owner's review and approval 45 days prior to schedule production and placement of the mix.
2. "Marshall Stability" design mix submittals shall include type/name of mix, gradation analysis, grade of asphalt cement, Marshall Stability in pounds flow, effective asphalt content in percent (%), and corresponding copies of the Maine Department of Transportation (MDOT) material specifications.

- B. Material Certificates: Contractor shall submit certificates stating that asphalt mix to be supplied complies with the specifications of the Maine Department of Transportation, latest revisions, as

well as copies the regulatory specifications corresponding to the asphalt mix formula and material. The certificates shall be signed by the asphalt mix producer and the Contractor.

- C. Material Test Reports: Provide two copies of each test.
 - 1. Aggregate Material: Submit laboratory test reports that aggregates used in the bituminous mix conform to Section 703 of the MDOT Specifications, latest revision.
 - 2. Asphalt Cement: Submit laboratory test reports that bituminous material used in the bituminous mix conforms to Section 702 of the MDOT Specifications, latest revision.
 - 3. In-Place, Compacted Bituminous Concrete Mix: Submit laboratory test reports of samples cut from the in-place, compacted pavement indicating the percentage of theoretical maximum density (TMD), based on laboratory specimens of the mix combined in the proportions of the job mix formula.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be registered with and approved by authorities having jurisdiction and the MDOT.
- B. Qualifications of Bituminous Concrete Producer: Use only materials which are furnished by a bulk bituminous concrete producer regularly engaged in production of hot-mix, hot-laid bituminous concrete.
- C. Paving Contractor: Paving contractor shall be listed in the MDOT prequalified contractor list for paving projects and shall be valid at time of bidding and scheduled paving operations.
- D. Testing Agency Qualifications: Use only recognized commercial testing laboratories with not less than 5 years experience in conducting tests and evaluations of bituminous concrete materials and design.
- E. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of subgrade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - e. Review required testing and acceptance of work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum ambient temperature in the shade is 40-degree F and rising, immediately prior to application;
 - 2. Asphalt Base Course: Minimum surface temperature of 40-degree F and rising at time of placement;
 - 3. Asphalt Binder (Intermediate) Course: Minimum surface temperature of 40-degree F and rising at the time of placement; and,
 - 4. Asphalt Surface Course: Minimum surface temperature is above 50-degree F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Aggregates: Conform to Section 703 of MDOT Specifications, latest revision.

2.2 ASPHALT MATERIALS

- A. Asphalt Cement: Conform to Section 702 of MDOT Specifications.
- B. Tack Coat - emulsified asphalt applications shall meet the requirements of AASHTO M140 and meet MDOT specifications.
- C. Water: Potable.

2.3 MIXES

- A. Hot Mix Asphalt – Per MDOT approved mix.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory condition have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

3.3 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

1. Mill to a depth as indicated on the drawings.
 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
 3. Control rate of milling to prevent tearing of existing asphalt course.
 4. The Contractor shall coordinate the adjustment of manholes, meter boxes, drainage inlets, and valve boxes with the milling operation.
 5. Repair or replace curbs, manholes, and other construction damaged during cold milling.
 6. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
 7. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.
 8. Transport milled hot-mix asphalt to asphalt recycling facility.
 9. Keep milled pavement surface free of loose material and dust.
- B. All milled material shall become the property of the Contractor and shall be disposed of off-site or used in conformance with Section 312000, Earthwork, or for utilization as Reclaimed Asphalt Pavement, in conformance with the specification provided above, as approved by the Owner.

3.4 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
1. Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
 2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
 3. For patching where base or intermediate pavement is present, provide horizontal tack coat.
- D. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.5 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
 - 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 - 2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
 - 3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.6 SURFACE PREPARATION

- A. Proofroll crushed aggregate base in conformance with Section 312000 Earthwork, immediately prior to paving.
- B. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
 - 3. Adequate traffic control shall be provided to prohibit traffic from traversing applied area.
 - 4. Any foreign matter on tack coat is to be removed and area re-tacked before applying pavement.

3.7 HOT-MIX ASPHALT PLACEMENT

- A. Plant Mix Hot Bituminous Pavement: Produce and place in conformance with Section 401 of MDOT Specifications, latest revision.
- B. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Spread mix at minimum temperature of 275 deg F and maximum temperature of 325 deg F.
 - 3. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

- C. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- D. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.8 PAVEMENT OVERLAY

- A. Raise all utility structures to grade.
- B. Sweep entire area clean of all sand, dirt and debris.
- C. Apply tack coat to all existing paved surfaces which abut proposed pavement.

3.9 TEMPORARY TRENCH PAVEMENT REPAIR

- A. After trenching operations are complete, the Engineer may order temporary pavement repair.
- B. Material: As specified within Contract Documents, meeting MDOT specifications, latest revision.
- C. Clean surfaces of existing pavement which will be bonded to the temporary pavement. Apply tack coat.
- D. Place material to a compacted depth of 2 inches, or as required by contract documents.
- E. Maintain temporary pavement smooth, free from potholes and to required grade.
- F. Periodically inspect temporary pavement areas and repair as necessary, especially during the Winter months when the temporary pavement remains in place for an extended period. The Owner's Representative shall have the authority to order repair by the Contractor to areas which are, in his opinion, in unsatisfactory condition.

3.10 PERMANENT TRENCH PAVEMENT REPAIR

- A. Saw edges of existing pavement to provide a clean vertical bonding face.
- B. Remove temporary paving and sawn out existing paving.
- C. Reset manhole frames and covers.
- D. Apply a tack coat to the sawn edges and existing pavement that abuts proposed pavement.

- E. Apply hot mix asphalt as directed by Contract Documents.
- F. Roller compact both courses, compacting the final wear course to meet existing pavement surfaces exactly

3.11 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints as shown on Drawings.
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.12 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 95 percent of reference maximum theoretical density according to ASTM D 2041 for binder (intermediate) and surface courses.
 - 2. Average Density: $95\% \pm 2.5\%$ of reference maximum theoretical density according to ASTM D2041 for base courses.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.13 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/4 inch.
 - 2. Binder (Intermediate) Course: Plus or minus 1/4 inch.
 - 3. Surface Course: Plus or minus 1/4 inch.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Binder (Intermediate) Course: 1/4 inch.
 - 3. Surface Course: 1/4 inch.
 - 4. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.
- C. Contractor's duties relating to testing include:
 - 1. Notify Owner 72 hours prior to asphalt paving;
 - 2. Notifying laboratory of conditions requiring testing; and
 - 3. Coordinate with laboratory for field testing.

3.14 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Testing agency shall be paid by the Owner.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples, at random locations, of uncompacted paving mixtures and compacted pavement according to ASTM D 979.

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements at no cost to the Owner.

3.15 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow milled materials to accumulate on-site.

END OF SECTION 32 12 16

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Dumpster pad.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for subgrade preparation, grading, and subbase course.

1.2 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.3 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
 - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Bonding agent or epoxy adhesive.
 - 6. Joint fillers.
- E. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Owner will engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

1.5 PROJECT CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

1.6 NOTIFICATION OF RELATED TRADES

- A. Notify all other trades responsible for installing inserts, sleeves, anchors, when ready for such installation, and for final checking immediately before concrete is placed. Cooperate with such trades to obtain proper installation.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
 - 2. Forms shall be constructed to conform to shapes, lines and dimensions shown, plumb and straight and shall be maintained sufficiently rigid to prevent deformation under load. Forms shall be sufficiently tight to prevent the leakage of concrete. Securely brace and shore forms to prevent displacement and to safely support the construction loads.

- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I or II.
 - a. Fly Ash: ASTM C 618, Class C or F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B. Subject to compliance with current USEPA Regulations for volatile organic compounds (VOC) emissions. Curing compound shall not impair bonding of any material to be applied directly to the concrete.

2.5 RELATED MATERIALS

- A. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earth Moving."
- C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
 - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a [1/4-inch] [3/8-inch] radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
- C. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.
- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between limits of construction joints until the placing of the panel or section is completed. Do not push or drag concrete into place or use vibrators to move concrete into place.

- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- I. Screed pavement surfaces with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
 - 4. All temporary heat, from insulation, insulated blankets, coverings, or other equipment and materials necessary to protect the concrete work from physical damage caused by frost, freezing action, or low temperature shall be provided prior to start of placing operations. Prior to construction, proposed methods must be approved by the Engineer.
 - a. When the air temperature has fallen to or is expected to fall below 40 deg. F, provide adequate means to maintain the temperature in the area where concrete is being placed between 50 and 70 deg. F. Temperature shall be maintained in this range for a minimum of 24 hours prior to concrete placement and 72 hours after concrete placement.
- L. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Non-Slip Broom Finish (NSBrm-Fn): Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
 - a. Apply non-slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.
 - b. Coordinate required final finish with Architect before application.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
 - 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

- a. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener or with a covering material bonded to concrete such as concrete, waterproofing, damp-proofing, membrane roofing, flooring, painting and other coatings and finish materials, unless otherwise acceptable to Architect.
- b. No chemical curing, sealing, or parting agents of any kind shall be used without the written approval of the finish floor manufacturer.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 16 13.33 - ASPHALT CURBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Asphalt curbing.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for excavation and compacted subgrade.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Submit laboratory test reports of the stockpiled aggregates initially used in the mix and additional test reports for each change of source per MDOT Section 401.
 - 2. Submit laboratory test reports for asphalt cement used in the initial mix and additional test reports for each change of source per MDOT Section 401.
 - 3. Job-Mix Designs: Certification, by MDOT, of approval of each job mix proposed for the Work per MDOT Section 401.

1.4 QUALITY ASSURANCE

- A. State of Maine Department of Transportation (MDOT): Standard Specifications for Highways and Bridges (Latest Edition).

1.5 PROJECT CONDITIONS

- A. Hot bituminous mixtures used for curb or other incidentals are not subject to season limitations, except that weather conditions shall be satisfactory for proper handling and finishing of the mixture. Unless otherwise specified, bituminous plant mix shall not be placed on a wet surface or a frozen surface. The air temperature shall be a minimum of 40°F and rising.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The materials and their use shall conform to the requirements of Section 401 – Hot Mix Asphalt Pavement of the MDOT Standard Specifications.

2.2 MIXES

- A. The materials and their use shall conform to the requirements of Section 401 – Hot Mix Asphalt Pavement of the MDOT Standard Specifications.

PART 3 - EXECUTION

3.1 ASPHALT CURBS

- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at minimum temperature of 250 deg F.
 - 1. Asphalt Mix: Same as pavement surface-course mix.
- B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.2 PROTECTION

- A. Protect the curb and keep in good condition. Clean all exposed surfaces smeared or discolored and restored to a satisfactory condition or the curb removed and replaced.

END OF SECTION 32 16 13.33

SECTION 321723 - PAVMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Painted markings applied to asphalt paving.
2. Painted markings applied to concrete paving.

B. Related Sections:

1. Division 32 Sections for other paving installed as part of crosswalks in asphalt pavement areas.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS

- A. Product Data: Provide data on paint products.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.6 PROJECT CONDITIONS

- A. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Paint for Pavement Marking: White, yellow and blue as shown on Drawings meeting the requirements of AASHTO M248, Type N.
- B. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with MDOT Specifications, Section 708.03 (Type F).
 - 1. Color: White.
 - 2. Color: Yellow.
 - 3. Color: Blue.
- C. Glass Beads: AASHTO M 247, Type 1.

2.2 EQUIPMENT

- A. Equipment used for the application of pavement striping shall be fully powered and of standard commercial manufacture. Truck mounted equipment may be approved is, in the opinion of the Owner's Representative, the quality of the work of the machine is satisfactory.

PART 3 - EXECUTION

3.1 PREPARATION

- A. The use of white and yellow materials will require thorough cleaning of equipment so as not to mix the colors. Any mixture of colors will be deemed sufficient reason for rejection of the work be the Owner's Representative, and replacement by the Contractor.

3.2 LAYOUT

- A. The transverse lines, established by the Contractor for control of striping, shall be chalked as a guide and shall be approved by the Owner's Representative before the application of any striping. The length of line shall be measured and marked by the Contractor for the locations listed below. All pavement markings shall be in accordance with the applicable sections of the Manual of Uniform Traffic Control Devices for Streets and Highways, 2001 edition, or most recent.
- B. Stripe parking lot spaces and any other pavement graphics shown/detailed on Drawings with 4" wide striping. Fire lanes, crosswalks, etc. to be marked as shown on Drawings. The Universal Handicap Symbol, as detailed on Plans, shall be painted at the designated handicapped stalls. The drop-off strips between the handicapped stalls shall be painted solid blue with non-skid surfaces.

3.3 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Owner's Representative.
- B. Allow paving to age for 48 hours before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint in accordance with MDOT Standard Specifications, Section 627.
- E. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.4 PROTECTION

- A. Place temporary barriers to keep traffic off paint throughout required drying time.

3.5 CLEANING

- A. If for any reason, paint is spilled or tracked on the pavement, or any markings applied by the Contractor, in the Owner's Representative's judgment, fail to conform to the requirements of this Section, because of a deviation from the desired pattern, the Contractor shall remove such paint by a method that is not injurious to the pavement surface and is acceptable to the Owner's Representative, clean the pavement surface and prepare the surface for a reapplication of markings; and reapply the markings as directed without additional compensation for any of the foregoing corrective operations.

END OF SECTION 32 17 23

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Seeding.
- 2. Hydroseeding.

B. Related Sections:

- 1. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For soil amendments and fertilizers, from manufacturer.
- E. Material Test Reports: For existing native surface topsoil and imported or manufactured topsoil.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Pesticide Applicator: State licensed, commercial.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for turf growth.
 - a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.7 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed:

1. Provide fresh, clean, new-crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed as specified.
2. The seed mixture shall consist of seeds proportioned by weight as follows:

Creeping Red Fescue: 45% ± 4%
 Kentucky Bluegrass: 25% ± 4%
 Chewing Fescue: 15% ± 4%
 Perennial Ryegrass: 10% ± 2%
 Annual Ryegrass: 5% ± 2%

3. Pure live seed percentage of not less than 85% for each cultivar.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: Natural limestone containing not less than 90 percent of total carbonates, ground so that not less than 100 percent passes a 10-mesh sieve, not less than 90 percent passes a 20-mesh sieve, and not less than 50 percent passes a 100-mesh sieve.

2.3 ORGANIC SOIL AMENDMENTS

- A. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Fertilizer shall contain available elements in conformity with the standards of the Association of Official Agricultural Chemists. The fertilizer shall indicate the weight, contents and guarantee analysis shown thereon or on a securely attached tag, as applicable.

1. Water soluble fertilizer shall be completely soluble in water and contain the following percentages of available nutrients by weight. It shall contain a coloring agent.
 - a. Nitrogen: 16 percent.
 - b. Phosphoric Acid: 32 percent.
 - c. Potash: 16 percent.

2.5 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Mix ASTM D 5268 topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 1. Ratio of Loose Compost to Topsoil by Volume: 1:4.
 2. Ratio of Loose Sphagnum Peat to Topsoil by Volume: 1:20.
 3. Weight of Lime per 1000 Sq. Ft..
 4. Volume of Sand Plus 10 Percent Diatomaceous Earth per 1000 Sq. Ft.: 7:70.

2.6 MULCHES

- A. Mulch shall be composed of cellulose or wood fiber products with no growth or germination inhibiting substances, and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, organic stabilizer, and water will form homogeneous slurry which is capable of being sprayed to form a porous mat at the rate of not less than 60 lbs of mulch material per 1,000 sq ft of unit area. The fibrous mulch in its air-dry state shall contain no more than 15% by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance that the fiber conforms to these specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. Limit turf subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Thoroughly blend planting soil off-site before spreading.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.
 - 2. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Preparation of Disturbed Areas:
 - 1. Topsoil salvaged from the site or imported should be screened to remove all coarse fragments that would be objectionable for the proposed athletic field and lawn areas.
 - 2. After spreading at least 4 inches of salvaged or imported topsoil over the new athletic fields and lawn areas, we recommend rototilling the topsoil to a depth that will penetrate 2 to 3 inches into the underlying substrate in order to create a transitional horizon between the substrate soils and topsoil. The rototilling should be done so that the topsoil is well mixed with the upper portion of the substrate soil. This may require several passes with the rototiller and some drying may be needed between passes to provide good mixing and proper consistence of the topsoil material.

3. After rototilling the topsoil to create a transitional horizon, we recommend adding organic matter (manure, composted leaves, or a mix of readily degradable organic matter) to increase organic matter content, cation exchange capacity, water holding capacity and general tilth of the soil, and this increase the ability of the soil to accept and grow grass. Specifically, we recommend rototilling 3 inches loose depth of organic material into the top 4 inches of topsoil. The area should then be carefully graded and prepared for seeding.
 4. We recommend that new topsoil areas be fertilized according to the recommendations specified in the Maine Soil Testing Service reports.
 5. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 6. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
1. Do not use wet seed or seed that is moldy or otherwise damaged.
 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats; install and anchor according to manufacturer's written instructions.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.6 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 1. Mow to a height of 2 to 3 inches.
- D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.
- E. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 32 92 00

SECTION 33 05 13 – MANHOLES AND CATCH BASINS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes storm drainage structures outside the building, with the following components:
 - 1. Precast catch basins.
 - 2. Frames, covers and grates.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

1.3 SUBMITTALS

- A. Product Data: Manufacturers' product data and installation instructions for frames, covers, grates, precast items, manhole sleeves, joint sealants and frost barrier.
- B. Shop Drawings: For the following:
 - 1. Catch Basins: Include plans, pipe penetrations, elevations, sections, details, and frames, covers, and grates.
- C. Field quality-control test reports.

1.4 QUALITY ASSURANCE

- A. Provide complete manhole, catch basin, and precast concrete structures capable of supporting AASHTO H20 loading.
- B. All precast concrete shall comply with ASTM C913 "Standard Specification for Precast Concrete Water and Wastewater Structures."
- C. Precast Manhole and Catch Basin Components: ASTM C478.

- D. Average strength of 4,000 psi at 28 days. Light pole bases shall have an average strength of 5,000 psi at 28 days.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Handle manholes according to manufacturer's written rigging instructions.
- B. Structure shall be stored in a manner that will not cause harm to the integrity of the structure of to the general public.

PART 2 - PRODUCTS

2.1 CATCH BASINS

- A. Provide complete manhole and precast concrete structures capable of supporting AASHTO H-20 loading. Precast concrete shall comply with ASTM C913 "Standard Specification for Precast Concrete Water and Wastewater Structures
- B. Base Sections: Precast monolithic construction. Drain manholes shall have steps.
- C. Barrel Sections: Precast. Drain manholes shall have steps.
- D. Top Sections: Precast concentric cone, eccentric, or flat cover if required by grade.
- E. Steps: Conform to ASTM C478 for load carrying capacity and pull out resistance, installed at 12- inches on center forming a continuous ladder. Acceptable manufacturers: Reliable Steel Products, Inc., M.A. Industries, Inc. or equal to above.
- F. Pipe to Manhole Connections:
 - 1. Pipe to Manhole connections shall be flexible, watertight manhole sleeves.
 - 2. Cast into the manhole base and sized to the type of pip being used
 - 3. Type of flexible joint being used shall be approved by the Engineer. Install materials according to the Manufacturer's instruction. Acceptable manufacturers; Lock Joint ny Interpace Corporation, Kor N Seal by Trelleborg, Press Wedge II by Press-Seal Gasket Corporation, A-Lok Manhole Pipe Seal by A-Loc Corporation, or approved equivalent.
- G. Joints between precast sections: Watertight, shiplap type, seal with two rings of 1-inch diameter butyl rubber sealant.

2.2 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
 - 1. Cement : ASTM C 150, Type II.
 - 2. Fine Aggregate: ASTM C 33, sand.
 - 3. Coarse Aggregate: ASTM C 33, crushed gravel.

4. Water: Potable.

B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious materials ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious materials ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.3 MASONRY MATERIALS

A. Concrete Masonry Units: ASTM C139.

B. Mortar: Type M, ASTM C270. Use Type II Portland cement, Type S lime. Proportions for Mortar: 1 part Portland cement, 1/4 part hydrated lime, 3 to 3 3/4 parts sand.

2.4 BRICK

A. Brick for manholes shall meet the latest AASHTO Specification Designation M-91.

2.5 FRAMES, GRATES AND COVERS

A. Cast iron: ASTM A48 Class 30.

B. Castings shall be smooth with no sharp edges.

C. Constructed to support H-20 loading.

D. Manhole frames and covers: Minimum 24" dia. opening, minimum weight 300 pounds.

1. Standard frame and cover: Castings shall be from East Jordan Foundry, refer to Contract Documents for casting model number and application.
2. Access Covers, or approved equal. Refer to Contract Documents.
3. Utility name shall be cast into cover.

E. Catch Basin Frames and Grates: Castings shall be from East Jordan Foundry, refer to Contract Documents for casting model number and application.

2.6 MISCELLANEOUS

- A. Joint Sealants: Butyl Rubber Sealant: One inch diameter strips as manufactured by Kent Seal, or Engineer approved equal.
- B. Damp proofing: Bituminous coating to be Dehydrate No. 4 Dampproof by W.R. Grace of Bitumastic Super Service Black by Koppers Co. for field application, or Engineer approved equal.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 CATCH BASIN INSTALLATION

- A. Placement: Place bases on compacted bedding material so catch basin structure is plumb and pipe inverts are at proper elevations. Place barrel and top sections in the appropriate height combinations. Plug all lifting holes inside and out with non-shrink grout.
- B. Joints: Follow manufacturer's instructions for sealing joints between precast sections. Provide two rings of 1-inch diameter butyl rubber sealant. Point joints inside and out with butyl caulk.
- C. Frame and covers: Set to final grade as shown on the drawings. Use two rings of 1-inch diameter butyl rubber sealant between frame and chimney joints. Provide downward force to frame so as to compress the joint and provide a watertight seal and prevent future settlement. Point compressed joint with butyl rubber caulk sealant.
- D. Inverts: See detail on drawings.

3.3 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.4 ALTERING EXISTING MANHOLES AND CATCH BASINS

- A. When altering existing manholes or catch basins, the structure shall be dismantled sufficiently to allow reconstruction in accordance with the applicable requirements as shown on the Drawings for complete manholes. Each altered manhole or catch basin shall be cleaned of all accumulated silt, debris, or foreign matter prior to final acceptance of work.

3.5 FIELD QUALITY CONTROL

- A. Testing and Acceptance: All sanitary sewer components shall comply with the testing requirements of the District having jurisdiction.
1. General:
 - a. Perform either a vacuum test or combination of the exfiltration and infiltration tests on all manholes.
 - b. All testing must be performed in the presence of the District
 - c. Suitably plug all pipes entering each manhole and brace plugs to prevent blow out.
 2. Vacuum Test:
 - a. The manhole shall be tested by a vacuum test after assembly of the manhole, connection piping and backfilling.
 - b. Plug all lifting holes completely with non-shrink grout.
 - c. Properly tighten all boot clamps and brace all plugs to prevent them from being sucked into the manhole.
 - d. Install the testing equipment according to the manufacturer's instructions.
 - e. A vacuum of 10 inches of Hg shall be drawn on the manhole and the loss of 1 inch of Hg vacuum timed. The manhole shall be considered to have passed the test if the time for the loss of 1 inch of Hg vacuum is two (2) minutes or longer.
 - f. If the manhole fails the initial test, the Contractor shall locate the leak(s) and make repairs. The manhole shall be retested until a satisfactory test result is obtained.
 - g. If a satisfactory vacuum test cannot be obtained, the manhole shall be water exfiltration tested and repaired as necessary.
 3. Manhole Repairs:
 - a. Correct leakage by reconstruction, replacement of gaskets and/or other methods as approved by the District.
 - b. The use of lead-wood or expanding mortar will not be permitted.
 4. After the manholes have been backfilled and prior to final acceptance, any signs of leaks or weeping visible inside the manholes shall be repaired and the manhole made watertight.

END OF SECTION 33 05 13