

DOROTHEA DIX PSYCHIATRIC CENTER

NEW LOADING DOCK

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

April 7, 2023

228646

CONSTRUCTION DOCUMENTS

**ISSUED FOR BID
NOT FOR CONSTRUCTION**

**DuBois
& King^{INC.}**

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00 11 13
Notice to Contractors

DDPC New Loading Dock

BGS Project No. 3523

Remove existing loading dock and the pavement surrounding it. Replace with new loading dock, subbase materials, and pavement.

The cost of the work is approximately \$ 100,000. The work to be performed under this contract shall be completed on or before the Final Completion date of *29 September 2023*.

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 DDPC New Loading Dock**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m.** on **May 4, 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: Joseph H. Ostwald, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security *is not 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 not required* on this project.
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.
6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.

00 11 13
Notice to Contractors

7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *optional* 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. *The Pre-Bid Conference will be conducted at the Dorothea Dix Psychiatric Center on April 25, 2023 at 3:00 pm .*

8. Bid Documents - full sets only - will be available on or about *April 7, 2023* and may be obtained from:
Print Bangor
8 Central Street
Bangor, Maine 04401
Electronic contract documents (PDFs) can be obtained free-of-charge from DuBois & King Inc. at www.dubois-king.com/projects-bidding-active

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

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. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Bureau that factual errors had been made on the bid form.
- 3.9 In the event State of Maine Offices unexpectedly close on the published date of a public bid opening in the location of that bid opening, prior to the time of the scheduled deadline, the new deadline for the public bid opening will be the following business day at the originally scheduled hour of the day, at the original location. Official closings are posted on the State of Maine government website.
- 3.10 The Owner may require, in a Notice of Intent to Award letter to the apparent low bidder, a Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers as both a demonstration of capability of the Bidder and as a condition of award.
- 3.11 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.12 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.
- 3.13 The Owner is exempt from the payment of Maine State sales and use taxes as provided in 36 M.R.S. §1760 (1). The Contractor and Subcontractors shall not include taxes on exempt items in the construction contract.

**00 41 13
Contractor Bid Form**

DDPC New Loading Dock

BGS project number 3523

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

Bid Administrator:

Jill Instasi
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 *DDPC New Loading Dock* Project Manual dated *April 7, 2023*, prepared by *DuBois & King Inc.*, 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 included* on this project.
Bid amount above includes the following Allowances

\$ 2000.00

3. Alternate Bids *are not included* on this project.
No Alternate Bids

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

1 not used \$ _____ .00

2 not used \$ _____ .00

3 not used \$ _____ .00

4 not used \$ _____ .00

4. Bid security *is not 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).

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

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.

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

00 71 00
Definitions

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

00 71 00
Definitions

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

00 71 00
Definitions

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

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

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

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

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

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

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

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1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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

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3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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6. Taxes

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

7. Labor and Wages

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

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

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

8. Indemnification

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

9. Insurance Requirements

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

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

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

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

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

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

9.3.3 The Contractor shall have Automobile Liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:
Any one accident or loss\$500,000

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

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

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

10. Contract Bonds

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

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

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

11. Patents and Royalties

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

12. Surveys, Layout of Work

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

13. Record of Documents

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

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14. Allowances

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

15. Shop Drawings

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

16. Samples

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

17. Substitutions

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

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

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

18. Assignment of Contract

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

19. Separate Contracts

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

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20. Subcontracts

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

21. Contractor-Subcontractor Relationship

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

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

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

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

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- 26.11 The Contractor and Subcontractors shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. The Contractor shall avoid disruption of any hazardous materials or toxic substances at the project site and promptly notify the Owner in writing on the occasion of such a discovery.
- 26.12 The Contractor shall keep the premises free of any unsafe accumulation of waste materials caused by the work. The Contractor shall regularly keep the spaces “broom clean”. See the Close-out of the Work provisions of this section regarding cleaning at the completion of the project.
27. Changes in the Work
- 27.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.
- 27.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.
- 27.3 The Consultant shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.
- 27.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Consultant. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.
- 27.5 The method of determining the dollar value of extra work shall be by:
- .1 an estimate of the Contractor accepted by Owner as a lump sum, or
 - .2 unit prices named in the contract or subsequently agreed upon, or
 - .3 cost plus a designated percentage, or
 - .4 cost plus a fixed fee.
- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods so as not to exceed the following rates. The rates include all overhead and profit expenses.
- .1 Contractor - for any work performed by the Contractor's own forces, up to 20% of the cost;
 - .2 Subcontractor - for work performed by Subcontractor's own forces, up to 20% of the cost;
 - .3 Contractor - for work performed by Contractor's Subcontractor, up to 10% of the amount due the Subcontractor.
- 27.7 The Contractor shall keep and provide records as needed or directed for the cost plus designated percentage method. The Consultant shall review and certify the appropriate amount which

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

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

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

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

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

31. Delays and Extension of Time

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

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

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

32. Payments to the Contractor

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

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

32.3 The Contractor shall submit Requisitions for Payment as the work progresses not more frequently than once each month, unless the Owner approves a more frequent interval due to unusual circumstances. The Requisition for Payment is based on the proportionate quantities of the various classes of work completed or incorporated in the Work, in agreement with the actual progress of the Work and the dollar value indicated in the Schedule of Values.

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

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

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

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

32.8 Certified Requisitions for Payment, payments made to the Contractor, or partial or entire occupancy of the project by the Owner shall not constitute an acceptance of any work that does

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

33. Payments Withheld

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

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

34. Liens

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

35. Workmanship

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

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

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37. Date of Completion and Liquidated Damages

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

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

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

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

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

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

38. Dispute Resolution

38.1 Mediation

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

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

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

38.2 Arbitration

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

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

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

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

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

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

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

**2023 Fair Minimum Wage Rates
 Highway & Earth Penobscot County**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Bulldozer Operator	\$27.03	\$6.55	\$33.58
Carpenter	\$28.12	\$9.22	\$37.34
Cement Masons And Concrete Finisher	\$24.00	\$3.34	\$27.34
Coating Painting And Spraying Machine Operators	\$22.85	\$0.00	\$22.85
Construction And Maintenance Painters	\$23.00	\$1.02	\$24.02
Construction Laborer	\$21.50	\$1.33	\$22.83
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	\$25.50	\$5.26	\$30.76
Excavator Operator	\$30.88	\$4.74	\$35.62
Fence Erectors	\$19.50	\$1.45	\$20.95
Flaggers	\$18.00	\$0.00	\$18.00
Grader/Scraper Operator	\$24.76	\$3.96	\$28.72
Heavy And Tractor - Trailer Truck Drivers	\$23.00	\$4.35	\$27.35
Highway Maintenance Workers	\$22.39	\$4.74	\$27.13
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	\$25.00	\$3.88	\$28.88
Operating Engineers And Other Equipment Operators	\$25.48	\$7.17	\$32.65
Paver Operator	\$26.00	\$13.80	\$39.80
Pile-Driver Operators	\$30.96	\$6.86	\$37.82
Pipelayers	\$23.45	\$3.54	\$26.99
Plumbers Pipe Fitters And Steamfitters	\$31.97	\$3.93	\$35.90
Reclaimer Operator	\$26.83	\$13.80	\$40.63
Reinforcing Iron And Rebar Workers	\$29.75	\$10.87	\$40.62
Screed/Wheelman	\$25.40	\$4.34	\$29.74
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

**SECTION 011000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: DDPC New Loading Dock
- B. Owner's Name: Dorothea Dix Psychiatric Center.
- C. Engineer's Name: DuBois & King Inc..
- D. The Project consists of the removal of an existing ~110 sf concrete loading dock and the construction of a new ~225 sf cast-in-place concrete loading dock and related site improvements.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 005200 - Agreement Form.

1.03 OWNER OCCUPANCY

- A. Owner intends to occupy the Project by the date stated in the Agreement as the contract completion date.
- B. Cooperate with Owner to minimize conflict and to facilitate Owners operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: EJCDC C-620, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form C-620-2018.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Submit one electronic and three hard-copies of each Application for Payment.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within seven (7) days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012100
ALLOWANCES**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.

1.02 INSPECTING AND TESTING ALLOWANCES

- A. Costs Included in Inspecting and Testing Allowances: Cost of engaging an inspecting or testing agency; execution of inspecting and tests; and reporting results.
- B. Costs Not Included in the Inspecting and Testing Allowances:
 - 1. Costs of incidental labor and facilities required to assist inspecting or testing agency.
 - 2. Costs of testing services used by Contractor separate from Contract Document requirements.
 - 3. Costs of retesting upon failure of previous tests as determined by Architect.
- C. Payment Procedures:
 - 1. Submit one copy of the inspecting or testing firm's invoice with next application for payment.
- D. Differences in cost will be adjusted by Change Order.

1.03 ALLOWANCES SCHEDULE

- A. Inspecting and Testing Allowance: Include the sum of \$2000 for payment of inspecting services specified in Section 014000 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

2.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

2.02 RESOLUTION

2.03 ACCEPTANCE

END OF SECTION

**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions: Dates for applications for payment.
- B. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 016000 - Product Requirements: General product requirements.
- D. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract, _____ and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.04 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.

1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

3.05 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 013216 - Construction Progress Schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.

- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect.
 - 6. Provide space for Contractor and Architect review stamps.
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.11 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 2. Not Authorizing fabrication, delivery, and installation:
- E. Architect's and consultants' actions on items submitted for information:
 - 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

**SECTION 013216
CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit in PDF format.

1.03 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

**SECTION 014100
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice current edition.
- C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice current edition.
- D. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- E. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA) current edition.
- F. ADA Standards - 2010 ADA Standards for Accessible Design 2010.
- G. FED-STD-795 - Uniform Federal Accessibility Standards (UFAS) 1988.
- H. 29 CFR 1910 - Occupational Safety and Health Standards Current Edition.
- I. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.
- J. NFPA 1 - Fire Code 2021, with Errata (2022).
- K. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. ICC (IBC) - International Building Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. NFPA 5000 - Building Construction and Safety Code 2021.
- N. ICC (IPC) - International Plumbing Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- O. ICC (IMC) - International Mechanical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. ICC (IFGC) - International Fuel Gas Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Q. ICC (IPSDC) - International Private Sewage Disposal Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- R. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 014216
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Provide: To furnish and install.
- E. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 014219
REFERENCE STANDARDS**

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.01 ASTM D SERIES -- ASTM INTERNATIONAL

- A. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity 2022.

END OF SECTION

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 015100 - Temporary Utilities.
- B. Section 015213 - Field Offices and Sheds.
- C. Section 015500 - Vehicular Access and Parking.

1.02 DEWATERING

- A. Provide temporary means and methods for dewatering all temporary facilities and controls.
- B. Maintain temporary facilities in operable condition.
- C. Maintain temporary facilities as directed by Architect.

1.03 TEMPORARY UTILITIES - SEE SECTION 015100

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.07 VEHICULAR ACCESS AND PARKING - SEE SECTION 015500

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 015713
TEMPORARY EROSION AND SEDIMENT CONTROL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 RELATED REQUIREMENTS

- A. Section 321123 - Aggregate Base Courses: Temporary and permanent roadways.

1.03 REFERENCE STANDARDS

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus 2021.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity 2022.
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles 2015.
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles 2015a.
- E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile 2021a.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples 2017 (Reapproved 2021).

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mulch: Use one of the following:
 - 1. Straw or hay.
 - 2. Wood waste, chips, or bark.
 - 3. Erosion control matting or netting.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Bales: Air dry, rectangular straw bales.
 - 1. Cross Section: 14 by 18 inches (350 by 450 mm), minimum.
 - 2. Bindings: Wire or string, around long dimension.
- D. Bale Stakes: One of the following, minimum 3 feet (1 m) long:
 - 1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot (1.98 kg per linear m).
 - 2. Wood, 2 by 2 inches (50 by 50 mm) in cross section.

- E. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
 1. Average Opening Size: 30 U.S. Std. Sieve (0.600 mm), maximum, when tested in accordance with ASTM D4751.
 2. Permittivity: 0.05 sec^{-1} , minimum, when tested in accordance with ASTM D4491/D4491M.
 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
 4. Tensile Strength: 100 pounds-force (450 N), minimum, in cross-machine direction; 124 pounds-force (550 N), minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
 6. Tear Strength: 55 pounds-force (245 N), minimum, when tested in accordance with ASTM D4533/D4533M.
 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- F. Silt Fence Posts: One of the following, minimum 5 feet (1500 mm) long:
 1. Steel U- or T-section, with minimum mass of 1.33 pound per linear foot (1.98 kg per linear m).
 2. Softwood, 4 by 4 inches (100 by 100 mm) in cross section.
 3. Hardwood, 2 by 2 inches (50 by 50 mm) in cross section.
- G. Gravel: See Section 321123 for aggregate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
 1. Width: As required; 20 feet (7 m), minimum.
 2. Length: 50 feet (16 m), minimum.
 3. Provide at each construction entrance from public right-of-way.
 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
 1. Provide linear sediment barriers:
 - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
 2. Space sediment barriers with the following maximum slope length upslope from barrier:
 - a. Slope of Less Than 2 Percent: 100 feet (30 m)..
 - b. Slope Between 2 and 5 Percent: 75 feet (23 m).
 - c. Slope Between 5 and 10 Percent: 50 feet (15 m).
 - d. Slope Between 10 and 20 Percent: 25 feet (7.5 m).
 - e. Slope Over 20 Percent: 15 feet (4.5 m).
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.

2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
 1. Cover with polyethylene film, secured by placing soil on outer edges.
 2. Cover with mulch at least 4 inches (100 mm) thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches (150 mm) of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
 1. Excavate minimum of 6 inches (150 mm).
 2. Place geotextile fabric full width and length, with minimum 12 inch (300 mm) overlap at joints.
 3. Place and compact at least 6 inches (150 mm) of 1 1/2 to 3 1/2 inch (40 to 90 mm) diameter stone.
- B. Silt Fences:
 1. Store and handle fabric in accordance with ASTM D4873/D4873M.
 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch (405 mm) high barriers with minimum 36 inch (905 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 4 inches (100 mm) in ground.
 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch (710 mm) high barriers, minimum 48 inch (1220 mm) long posts spaced at 6 feet (1830 mm) maximum, with fabric embedded at least 6 inches (150 mm) in ground.
 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet (6 m), use nominal 32 inch (810 mm) high barriers with woven wire reinforcement and steel posts spaced at 4 feet (1220 mm) maximum, with fabric embedded at least 6 inches (150 mm) in ground.
 5. Install with top of fabric at nominal height and embedment as specified.
 6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches (460 mm), with extra post.
 7. Fasten fabric to wood posts using one of the following:
 - a. Four nails per post with 3/4 inch (19 mm) diameter flat or button head, 1 inch (25 mm) long, and 14 gauge, 0.083 inch (2.11 mm) shank diameter.
 - b. Five staples per post with at least 17 gauge, 0.0453 inch (1.150 mm) wire, 3/4 inch (19 mm) crown width and 1/2 inch (12 mm) long legs.
 8. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.
 9. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches (300 mm) high with post spacing not more than 4 feet (1220 mm).
- C. Straw Bale Rows:
 1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
 2. Install bales so that bindings are not in contact with the ground.
 3. Embed bales at least 4 inches (100 mm) in the ground.
 4. Anchor bales with at least two stakes per bale, driven at least 18 inches (450 mm) into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
 5. Fill gaps between ends of bales with loose straw wedged tightly.

6. Place soil excavated for trench against bales on the upslope side of the row, compacted.
- D. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
 2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
 3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft (0.5 kg per 100 sq m).
 4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft (6 to 8 kg per 100 sq m).
 5. Incorporate fertilizer into soil before seeding.
 6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch (12 to 25 mm) deep.
 7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
 8. Repeat irrigation as required until grass is established.

3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches (13 mm) or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 2. Remove silt deposits that exceed one-third of the height of the fence.
 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
 2. Remove silt deposits that exceed one-half of the height of the bales.
 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Place sediment in appropriate locations on site; do not remove from site.

3.06 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

**SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 078400 - Firestopping.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.07 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.08 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.

- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards (cubic meters).
 - c. Include weight tickets as evidence of quantity.
 - 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 017800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Materials transparency manual.
- D. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions and 007300 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Materials Transparency Manual:
 - 1. Compile and submit a digital and a printed version of information disclosing materials content for interior finishes, furnishings (including workstations), built-in furniture. Meet IWBI (BS) requirements for format and content.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.

- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 02 21 00

SURVEYS AND LAYOUT

PART - GENERAL

1.1 DESCRIPTION

- A. Work covered by this Section includes the surveying, staking and laying out of the Work.

1.2 QUALITY ASSURANCE

- A. All survey work for laying out the Work, for measuring pay items, and for preparing Record Drawings shall be done by a qualified Surveyor, as Chief of Party, and qualified assistants experienced in this type of work.
- B. Contractor is responsible for the accuracy of his own work and shall maintain all reference points, stakes, etc., throughout the life of the Contract.

1.3 SUBMISSIONS

- A. See Section 01 33 23.
- B. Copies of computations and reference points specified in Paragraph 3.4.A, submitted daily.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide all instruments, rods, measures, stakes, ribbons, nails and all other materials and equipment to perform the work of this Section.

PART 3 EXECUTION

3.1 INSPECTIONS

- A. Carefully examine the Drawings and immediately report to Owner's Representative any error, apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the Work.

3.2 LAYOUTS

- A. Establish any additional base lines which may be required to locate the Work and provide suitable, adequate and sufficient number of bench marks, slope stakes, batter boards, and other required control and reference points.
- B. Perform all required surveys and accurately lay out the Work.

3.3 MEASUREMENTS

- A. Perform all surveys and make all measurements required for the record drawings specified in Section 01720 Project Record Documents.

3.4 FIELD NOTES AND COMPUTATIONS

- A. Make all computations necessary to establish the exact position of the Work. Maintain field notes of all ties, baselines, reference points, bench marks and other control points. Also maintain field notes of all data required to be shown on the record drawings.

3.5 TIES

- A. Property Monuments □ Prior to any work in the vicinity of an existing property monument or marker, accurately provide at least four ties to physical objects which will not be damaged, destroyed or disturbed in the course of the Work.
- B. New Underground and Underwater Work □ On all new Work which will be buried or submerged in water and will not be visible at the completion of the Work, such as ends of house connections, stub-outs, dead ended pipes, outfall pipes, and like objects, provide elevations and three ties to physical objects to facilitate the locating of such items at a later date.

3.6 REPLACEMENTS

- A. All existing and new reference points, ties, bench marks, property markers and other control points damaged, destroyed or disturbed during construction shall be reestablished and replaced.

END OF SECTION

SECTION 31 1000

CLEARING GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work covered by this Section includes clearing and grubbing as required to perform the work.

B. Related work specified elsewhere includes:

Excavating, Trenching & Backfilling	31 2316
Erosion Control	31 2500

C. It is the intent of this Section to limit the area of clearing and grubbing to the minimum area possible to allow for the proper installation of the Work and to preserve all plantings, trees, shrubs, grass and natural vegetation to the maximum possible extent.

1.02 QUALITY ASSURANCE

A. Confine clearing and grubbing operations to within the following limits:

1. All areas where work is required to be done, but, to the minimum extent possible to properly install the work.
2. Within the Grading Limits when shown on the Drawings.
3. Within the easements provided by Owner.
4. Within the property lines of lands owned by Owner.

B. No trees, plants, shrubs, flowers or vegetables shall be removed or trimmed without the prior permission of the Engineer, except where otherwise specified.

C. Provide at least one person who shall be present at all times during clearing and grubbing operations who shall be thoroughly familiar with the following:

1. The types of trees and plantings encountered.
2. The proper procedures and methods for taking-up and preserving trees and plantings.
3. The proper procedures and methods for felling, trimming, pruning and caring for trees and plants and their roots.

Such person(s), firm(s) or subcontractor(s) must be totally familiar with this type of work and shall be responsible for directing all work affecting existing trees, plantings and vegetation.

1.03 SUBMITTALS

A. See Section 01 3000.

B. Contractor's schedule indicating dates upon which Contractor and Engineer will traverse the site to allow Contractor to indicate the trees and plantings which he has determined to be necessary to remove and to obtain Engineer's approval.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store trees, plants and shrubs in protected areas and give ample water to keep them in a thriving condition for subsequent replanting.
- B. Store slate and flagstone sidewalk sections, granite and stone curbs, fences, signs, guardrails and other items at approved locations for subsequent reinstallation.
- C. Obstruction of roads, driveways, sidewalks, gutters and drainage ditches, swales and channels with stored materials is not permitted.

1.05 JOB CONDITIONS

- A. Burning of materials at the site is not permitted without the proper authorization of the appropriate local and state agencies.
- B. Materials not specified to be stored or reused shall be promptly removed and disposed of off-site.
- C. The locations of trees, plantings, vegetation, sidewalks, curbs and other living and nonliving items, as shown on the Drawings, have been determined by actual surveys at the time surveys were made. Since that time, additional items may have been built, some items may have been removed, and the condition of things may have changed. Carefully examine the site prior to bidding and become fully acquainted with the existing conditions as the Contract Price includes the cost for removing and replacing all obstacles and obstructions, as required, whether shown on the Drawings or not.
- D. Use all means necessary to protect existing objects designated to remain and, in the event of damage, immediately make all necessary repairs and replacements.

1.06 SCHEDULING

- A. Avoid interference with the use of, and passage to and from, adjacent buildings, facilities, driveways, walks, drainage systems and road.
- B. Pavements which are required to be removed, including highways, driveways and walks, may be saw cut in advance, but do not remove until the work is ready to be installed.
- C. Do not remove highway signs, guardrails and all other control, safety and warning devices until just prior to the installation of the work.
- D. Do not remove fences until the property owners affected are notified at least four days in advance of such removal. Unless written permission from a fence owner is received, do not remove a fence more than 48 hours in advance of the installation of the work affecting the fence.
- E. It is the intent of this Section that all items affecting traffic, safety, lives and the containment of humans and animals and all items essential to the protection of property or the operation of a business be left in place as long as possible and replaced as soon as possible when such items must be removed.

PART 2 - MATERIALS

2.01 PRUNING PAINT

Asphalt base paint specially formulated for horticultural application to cut or damaged plant tissue.

2.02 EXPLOSIVES

Explosives are not permitted for clearing and grubbing operations.

2.03 OTHER MATERIALS

All other materials, not specifically described but required for proper completion of the work of this Section, shall be as selected by Contractor subject to the approval of Engineer.

PART 3 - EXECUTION

3.01 INSPECTIONS

- A. Verify that all limiting boundaries such as permanent and temporary easements, property lines, rights-of-way and grading limits have been accurately and clearly marked.
- B. Verify that pipeline routings and other items of work have been accurately located and clearly marked.

3.02 PREPARATION

- A. Mark all trees, plantings and other objects which are deemed necessary to be removed, trimmed, cut or taken-up and preserved.
- B. Notify and accompany Engineer through the site to inspect the items marked under Paragraph A, above. Describe which are to be trimmed, removed, and replanted and secure Engineer's approval.

3.03 CLEARING AND GRUBBING

- A. Clearing consists of cutting and disposing of all trees, down timber, stubs, brush, bushes, snags, rubbish, debris, and other objectionable matter and materials and the removal and storage of fences, signs, walks, guardrails, curbs and other items to be restored.
- B. Grubbing consists of the removal and disposal of all stumps, roots, duff, foundations and other objectionable matter and materials.
- C. All operations shall be done in a manner so that present growth will blend with the limits of construction and a natural appearance will be attained.
- D. Employ whatever measures are necessary to avoid erosion.

3.04 TREES AND PLANTINGS

- A. In grassed, planted and open areas, do not remove or trim trees or plantings without the prior permission of Engineer. Take-up and preserve small trees, plantings, flowers and similar vegetation for reuse.

- B. In wooded areas, trees may be removed and/or trimmed, as required, for the proper installation of the work. Gross and unnecessary removal of trees is not permitted.
- C. If it is impractical to fell trees as a whole, remove them in sections according to standard practices of professional tree removal. Fall trees to the center of the area being cleared to minimize damage to trees that are to be left standing.
- D. Immediately after felling a tree, remove branches, cut trunk and limbs and remove all materials from the site.
- E. All trees to remain shall not come in contact with any machine or appliance that will in any manner injure, sear or kill them.
- F. Property owners shall have the right to cut and remove any wood in advance of the Contractor's operations. All other timber and wood which is removed shall become the property of Contractor.
- G. All trees left standing which have been trimmed or become scarred by Contractor's operations shall be promptly repaired by properly cutting, smoothing and painting.
- H. Trees to be trimmed shall be evenly cut to achieve neat severance with the least possible damage to the tree.
- I. Where roots are cut or damaged, apply wet burlap to prevent drying out.

3.05 PAVEMENTS, WALKS, CURBS RAILS

- A. Remove existing pavements, walks and curbs to the limits shown on the Drawings, or if not shown, to the minimum extent possible.
- B. Saw cut asphalt and concrete paved surfaces before removal. Use a saw which will cut a neat, straight joint line.
- C. Carefully remove slate and flag stone walks, granite and stone curbs and guardrails to the minimum extent possible. Terminate removals at a joint or guardrails post. Store and protect for reuse.

3.06 WALLS, FENCES AND OTHER OBSTRUCTIONS

- A. All walls, fences, signs, sheds and other obstructions encountered shall be carefully taken-up and stored for subsequent replacement.
- B. Do not disturb property markers unless absolutely necessary. If it becomes necessary to disturb or remove a property marker, have a qualified surveyor provide four (4) ties to the marker. The qualified surveyor shall replace the marker as soon as possible.
- C. Remove and dispose of all other obstructions which will affect the work or which are specifically designated to be removed.

3.07 DISPOSAL

- A. Burning at the site is not permitted without the proper authorization of the appropriate local and state agencies.
- B. Burial of materials at the site is not permitted.
- C. All materials shall be promptly removed and disposed of away from the site.

- D. Methods of disposal shall conform to the requirements of all Federal, State and Local Laws and Ordinances.
- E. Leave site in a neat and orderly condition.

3.08 PROTECTION

- A. Carefully protect and guard all trees, shrubs and vegetation and take every precaution to avoid damage to utilities, buildings and other property.
- B. Injured or damaged trees shall be repaired in accordance with TREES AND PLANTINGS.
- C. All trees, shrubs or plantings which are taken-up for subsequent reuse, and die, shall be replaced with first class balled and burlap.

3.09 REPLANTING AND RESTORATION OF SURFACES

- A. The requirements for replanting and restoration of surfaces are contained in Section 31 2323.10

END OF SECTION

SECTION 31 2316

EXCAVATING, TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work covered by this Section includes excavating, trenching and backfilling for the installation of underground lines, structures and foundations.
- B. Related work specified elsewhere includes:
- | | |
|-------------------------|------------|
| Clearing and Grubbing | 31 1100 |
| Soil Compaction | 31 2323.23 |
| Restoration of Surfaces | 32 9211 |
- C. Definitions:
1. Earth - Clay, loam, sand, gravel, topsoil and other materials not classified as solid rock or loose rock.
 2. Common Earth - Clay, loam, sand, gravel, topsoil and similar materials which may contain some stones, pebbles, lumps and rock fragments up to 6" in largest dimension, but does not contain debris and frozen material.
 3. Select Earth - Sand, gravel and similar materials which may contain small amounts of stones, pebbles or lumps over 1" in largest dimension, but none over 2" in largest dimension, but does not contain clay, loam, organic material, debris and frozen material.
 4. Crushed Stone - Approved, imported aggregate, ASTM C33, Size 67 (3/4" - No. 4).

Gradation:	Passing 1" Sieve	100
	Passing 3/4" Sieve	90-100
	Passing 3/8" Sieve	20-55
	Passing 4 Sieve	0-10
	Passing 8 Sieve	0-5
 5. Select Fill - Consists of Select Earth, imported sand or other granular materials as approved by Engineer.
 6. Sand Bedding - Sand conforming to ASTM C33, Fine aggregate.

Gradation:	Passing 4 Sieve	100
	Passing 200 Sieve	0-12
 7. Earth Overburden - Earth overlying solid rock and in place during blasting operations or earth not classified as Select or Common Earth.
 8. Unstable Material - Debris, frozen materials, topsoil, quicksand and all wet, soft or loose material which does not provide sufficient bearing capacity to satisfactorily support pipes or other work.
 9. Unsuitable Material - Excavated material which does not meet requirements for backfilling purposes and includes solid and loose rock, earth overburden and unstable material.

10. Topsoil - Surface layer of soil and sod suitable for use in seeding and planting and not containing debris, subsoil, stumps, roots, brush, stones, clay lumps and similar objects greater than 2" in largest dimension and material toxic to plant growth.
11. Solid Rock, Loose Rock, Common Excavation and Rock Excavation - Defined in Section 31 2316.26 □ Rock Removal.
12. Common Excavations - Removal and disposition of all materials, except solid rock, which are encountered within the required widths and depths of excavations.
13. Paved Areas - The area which lies directly under a paved surface, whether it be asphalt, concrete, or other paving materials.
14. Base Aggregate: MDOT 703.06 Type A
15. Sub-base Aggregate: MDOT 703.06 Type D

1.02 QUALITY ASSURANCE

- A. Unless otherwise specified, or approved by Engineer in writing, tunneling is not permitted.
- B. If trench widths are exceeded, redesign with stronger pipe, concrete cradles or other special installation procedures may be required and shall be provided where directed by the Engineer. All additional costs, including the cost of redesigns, shall be borne by Contractor.
- C. Moisten or dry backfill to the proper moisture content as determined in accordance with ASTM D1557, Method C.
- D. All subgrades shall be approved by Engineer before pipes or structures are installed or concrete is placed.
- E. Do not restrict access to any private road or driveway for more than one hour. Provide and maintain suitable temporary crossings over open ditches where required to meet this condition.
- F. When excavating in or adjacent to the traveled portion of highways, take whatever measures are necessary to protect the road surfaces from becoming undermined.

1.03 SUBMITTALS

- A. See Administrative Requirements for submittal procedures.
- B. Certified copies of all results of moisture-density tests and field compaction density tests.
- C. Gradations of Stone Bedding, Stone Fill, Sand Bedding, Bank Run Gravel, Screened Gravel, and Crushed Gravel/Granular Fill.
- D. Gradations of other material proposed for use in the work.
- E. Copies of measurements and computed volumes of unstable material removed.
- F. Certification from testing laboratory that crushed gravel under-drain material meets permeability requirements at required compaction.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store topsoil separately from all other excavated materials on the site and preserve for reuse.
- B. Store excavated materials meeting the requirements for backfill in an orderly manner at a sufficient distance away from banks of excavations and trenches to avoid overloading and to prevent slides or cave-ins. Do not store materials on, over or adjacent to structures or utilities which may collapse or become damaged due to promptly and dispose of away from the site.
- C. Promptly remove materials not specified to be stored or reused.
- D. Obstruction of roads, driveways, sidewalks or interferences with drainage along gutters, ditches or drainage channels with stored material is not permitted. If materials cannot be stored at the site to avoid such obstructions and interferences, they shall be stored away from the site and brought back when and as needed.
- E. No construction activity, access, storage or other use shall take place beyond the construction easement boundaries. Engineer may require Contractor to install and maintain snow fences along the boundaries, where such boundaries could be violated.

1.05 JOB CONDITIONS

- A. Maintain excavations and trenches free of groundwater, sewage, stormwater, ice and snow during the progress of the Work and until the finished Work is safe from injury.
- B. Protect subgrades against freezing by means of insulated blankets, salt hay, or other methods.
- C. Backfilling with frozen materials or when materials already in place are frozen is not permitted.

1.06 SCHEDULING AND SEQUENCING

- A. Do not backfill until the following conditions are met:
 1. Concrete - See Division 3 for the time required after the placement of concrete.
 2. Manholes - See Section 33 4614 which requires that specific manholes be given and pass leakage tests prior to backfilling.
 3. Manhole Joints - Joints must be filled in accordance with the requirements of Section 33 4614.
 4. Mortar Plaster and Masonry - Mortar has set, but no sooner than three days after the mortar was applied.
 5. Damp proofed, Waterproofed, and Coated Surfaces - Only after materials have properly cured.
 6. Work in General - Engineer and testing laboratory have completed all inspections and tests.
- B. Except as noted above, or required by other Sections, or when approved or directed by Engineer, backfill pipe and cable excavations within one day after installation. Backfill other excavations as soon as possible after all inspections and tests have been completed.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Wood Sheeting and Bracing - Sound timber, free from defects which might impair its strength and effectiveness.
- B. Steel Sheeting and Bracing - ASTM A328.
- C. Backfill - General - To the extent suitable materials are available, backfill shall consist of excavated material. Where excavation does not provide sufficient approved material, import additional material from off-site.
- D. Backfill - Trenches - Select Fill from pipe bedding material up to a minimum of 12" over the top of pipe or top of sand encasement; Common Earth, Select Earth, or Select Fill for the remainder of the trench. Backfill materials shown on the Drawings take precedence over this paragraph. Select Fill, or better material when required by the Engineer, for the full depth.
- E. Backfill - Around Structures - In paved areas, Select Fill, or a better material when required by the Engineer, for the full depth. In un-paved areas, Select Fill for the full depth. Backfill materials shown on the Drawings take precedence over this paragraph.
- F. Concrete for Cradles and Encasements - Class C concrete as specified in Division 3.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to Work of this Section, become thoroughly familiar with the site conditions and all portions of the Work covered by this Section.
- B. Verify that topsoil has been stripped to its full depth and stockpiled for subsequent reuse.
- C. Ascertain and verify the locations and character of structures, underground lines and subsurface conditions and verify that the work will not adversely affect them.

3.02 TRENCHING

- A. Excavate to the widths and depths shown on the Drawings, specified or directed by Engineer. Trenches of narrower widths are permitted provided that the smaller widths do not adversely affect the proper installation of the Work.
- B. Where it is necessary for pipes to be laid in fill, place Select Fill in uniform horizontal layers not over 6" in compacted thickness. Compact each layer in accordance with Section 31 2323.23. Carry fill up to an elevation at least two feet above the elevation of the top of the pipe to be laid and then excavate the trench.
- C. Limit each day's trench excavation to the length of pipe that will be installed that day, and then to no more than 100' ahead of the pipe laying.

3.03 TRENCH BOTTOMS

- A. General - The bedding required for each type of pipe is specified in Section 33 4111, and the various beddings are described below and are detailed on the Drawings.
- B. Class A - Concrete and Concrete Encasement - Excavate trench to the required subgrade elevation to receive concrete. Rest pipe on concrete brick or sacks of lean concrete, keeping supports to a minimum but sufficient to support the pipe and to retain the pipe at the required

line and grade. Install forms and reinforcing where required. Exercise extreme care in placing concrete so as not to move the pipe. Work concrete under and around the pipe. Other supports may be acceptable.

- C. Class B - First Class Bedding - Excavate trench to the required subgrade elevation. Place Select Fill bedding in layers not exceeding 6" in compacted thickness. Compact bedding and shape to the configuration of the pipe and then hand dig depressions just large enough to accommodate pipe joints. When using Stone Bedding, place stone to the elevation of the bottom of the pipe and firmly tamp. Add additional stone so as to form a shaped bed for the pipe barrel to rest on. After the pipe has been set, add the additional stone along the sides of the pipe, as shown on the Drawings, and firmly tamp into place.
- D. Class B - Rock - All pipes shall be bedded in this manner when rock is encountered in the trenches. Place bedding material as described in "Class B - First Class Bedding" above.
- E. Class C - Ordinary - Excavate the bottom of the trench by hand and form a shaped bed which will firmly support the lower quadrant of the pipe. Hand excavate depressions just large enough to accommodate pipe joints. The pipe shall rest on undisturbed soil. If the trench is over excavated, provide a bedding as directed by Engineer.
- F. Sand Bedding or Encasement - Excavate trench to the required subgrade elevation. For pipes, install bedding as required for "Class B - First Class Bedding." For cables and remainder of sand encasements, place sand in layers not exceeding 6" in compacted thickness.

3.04 EXCAVATING

- A. Excavate for structures to the elevations indicated on the Drawings and extend a sufficient distance from foundation walls, piers and footings to provide adequate clearances for construction operations, including sheeting and bracing, if required, and for inspection purposes.
- B. Trim approximately the last four inches of foundation subgrades, in earth, by hand just prior to the placement of concrete or concrete reinforcement.

3.05 SHEETING AND BRACING

- A. Provide and maintain adequate sheeting and bracing as required for the safety and protection of the Work, persons and adjacent property and structures in accordance with Federal, State, and Local laws, codes, ordinances, and standards.
- B. Engineer may, at his discretion, order sheeting and bracing to be cut-off and left-in-place. Where, in the opinion of Contractor, damage may result from withdrawing sheeting, he shall immediately notify Engineer for verification. Sheeting ordered left-in-place adjacent to piping shall be cut off not less than 12" over the top sheeting and bracing.
- C. Contractor is fully responsible for the design and construction of all sheeting and bracing used and for all damages resulting from improper quality, strength, placing, maintenance or removal of sheeting and bracing.

3.06 UNSTABLE MATERIALS

- A. Remove unstable materials in excavations and trench bottoms, which are incapable of supporting pipes or structures, to the extent and depths directed by Engineer, and properly dispose of off-site. Refill and compact the excavation or trench as required, with Granular Fill, Stone Fill or concrete, as directed by Engineer.

- B. Whenever the material encountered is, in Contractor's opinion, incapable of providing adequate support, he shall immediately notify the Engineer for verification. Make measurements, for payment purposes, in Engineer's presence.

3.07 DISPOSAL OF EXCAVATED MATERIALS

- A. Excavated materials which meet the requirements for embankment fill or backfill may be used for constructing embankments and backfilling, as applicable. Remove excess excavated materials and dispose off-site.
- B. Load and remove unsuitable materials and dispose off-site. The storing or stockpiling of unsuitable material is not permitted and such material shall be loaded directly from the excavation onto trucks.

3.08 PREPARATION FOR BACKFILLING

- A. Immediately prior to backfilling, remove all rubbish, debris, forms and similar materials from the excavation.
- B. Do not backfill until the conditions of Paragraph 1.06 are met.

3.09 BACKFILLING TRENCHES

- A. 12" Over Pipes - Provide 12" of Select Fill over the top of the pipe as detailed on the Drawings. Place fill by hand in not greater than 6" layers. Bring Select Fill up evenly on both sides of pipes and carefully and thoroughly compact under the pipe haunches. Do not displace pipe.
- B. 12" Over Sand Encasement - Provide 12" of Select Fill over the top of the sand. Place fill by hand in not greater than 8" compacted layers.
- C. Remainder of Trench - Paved Areas - Select Fill, Select Earth, or Common Earth, placed in not greater than 6" compacted layers.
- D. Remainder of Trench - Other Areas - Select Earth, or Common Earth, placed in not greater than 12" compacted layers.

3.10 BACKFILLING AROUND STRUCTURES

- A. Uniformly spread and deposit backfill in horizontal layers, not over 8" in compacted thickness. Take special precautions to prevent wedging actions against the walls.
- B. In paved areas, backfill with Select Fill, or better material where required by the Engineer, for the full depth. In unpaved areas, backfill with Select Fill, Select Earth, or Common Earth.

3.11 GRANULAR FILL UNDER SLABS FOOTINGS

- A. Prior to placing granular fill, all organic material, topsoil, debris and any other deleterious material shall be removed.
- B. Place material in maximum 8" lifts and compacted to 95 of maximum density at optimum moisture content as determined by ASTM D1557, Modified Proctor.
- C. If the materials density tests less than 95 , corrective action and additional testing will be required. The additional testing and corrective action will be paid for by the Contractor.

- D. Place materials in such a way as not to damage concrete foundations and footings.

3.12 TOP OF BACKFILL

- A. Paved Areas - Carry backfill up to pavement subgrade, ready to receive pavement. If paving is to be done at a later date, carry backfill up so as to provide slightly mounded surface with edges flush with the existing pavement surface.
- B. Unpaved Areas - Carry backfill up to adjacent finished grade, minus the depth of any required topsoil or topsoil and sod finish, and so as to provide a finished surface slightly mounded over the trench.
- C. Cover over Pipe - Immediately notify Engineer when the depth of cover over any pipe is less than 5'.

3.13 COMPACTION REQUIREMENTS

- A. See Section 31 2323.23.

3.14 FIELD QUALITY CONTROL

- A. Soils testing shall be performed by the approved independent testing laboratory in accordance with Section 31 2323.23 - Soil Compaction.
- B. Engineer will establish the date, time, location, number, and types of soils tests required.

3.15 ADJUST AND CLEAN

- A. Any trenches or excavations which have been backfilled and show any evidence of settlement or being improperly backfilled, or have been tested and failed, shall be re-excavated to the depth required for proper compaction and then properly refilled and compacted.
- B. Replace or repair any pipe or structure which has been damaged or displaced.

END OF SECTION

SECTION 31 2319

DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work covered by this Section includes the maintenance of trenches and excavations free of water, snow, ice, and other liquids.

B. Related work specified elsewhere includes:

Excavating, Trenching & Backfilling	31 2316
Erosion Control	31 2500

C. Definition: Liquids, as used in this Section, means sewage, water, stormwater, groundwater, or other liquid or fluid material.

1.02 QUALITY ASSURANCE

A. Conduct operations in a manner which will keep the Work free of standing and flowing liquids, snow, and ice, and dispose of these materials in an approved manner so as not to damage or create a nuisance to the Work, the public, surface and ground waters, and adjacent properties.

B. The accumulation of liquids, ice and snow in excavations, trenches, areas to be graded and adjacent areas during construction is not permitted.

C. Unless otherwise noted or approved by Engineer, the placement of Work in a liquid is not permitted.

D. The use of installed pipes, or pipes under construction, to drain excavations, trenches and adjacent areas is prohibited, except in the case of drainage pipes where it is necessary to maintain flow from watercourses.

E. Obtain all discharge and water quality permits from the State or Federal applicable agencies - Fines resulting from noncompliance with the statutes, regulations and permit conditions set by the applicable will be the sole responsibility of the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

Provide all equipment and materials necessary to perform dewatering operations in a safe and satisfactory manner.

PART 3 - EXECUTION

3.01 PERFORMANCE

- A. Perform all ditching, diking, pumping, well pointing and bailing, and construct all drains and channels necessary to keep all work areas clear of liquids, ice and snow during the progress of the Work and until the finished work is safe from injury.
- B. Do not permit any liquid to rise over any work in place until such work is adequately protected.
- C. Locate noise producing dewatering equipment as far from residences, businesses, and the public in general, so as to minimize noise pollution. When required, or directed by Engineer, provide acoustical enclosures or barriers to reduce noise to an acceptable level.

3.02 DISPOSAL

- A. Dispose of all liquid, ice and snow in a manner which will not create a hazard to public health, nor cause injury to public or private property, lives, work installed or in progress, or public streets, nor cause any interference in the use of streets and roads by the public, nor cause erosion.
- B. Do not permit liquids containing sewage, sludge, gas, oil, sediments and other deleterious, poisonous, toxic or oxygen demanding substances to enter streams, lakes, other surface waters or into the groundwater.
- C. Secure written permission from the appropriate agency before utilizing a storm drain for the disposal of liquids. Do not overload sewers. Terminate the use of storm drains during any storm where the combined runoff and dewater will result in flooding.
- D. Dispose of all liquids directly into settling ponds when indicated on the drawings or directed by the Engineer.

3.03 PROTECTION

- A. Provide adequate protection from the effect of possible uplift due to storm or groundwater where buoyancy might lift installed work or cause joint or structure failure during construction.
- B. Protect the interior of installed work from the entering and accumulation of liquids, ice and snow. Immediately remove and dispose any accumulation which may occur.

3.04 ADJUST AND CLEAN

Adjust, repair, replace or clean all work, surfaces and property which may have been damaged as a result of any dewatering operation.

END OF SECTION

SECTION 31 2323.23

SOIL COMPACTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section covers the requirements for soil compaction.
- B. Related work specified elsewhere includes:

Site Work	Division 2
Excavating, Trenching, and Backfilling	Section 31 2316

1.02 QUALITY ASSURANCE

- A. The taking of samples and the performing of field compaction density tests shall be done by an independent testing laboratory.
- B. Provide at least one person who shall be present at all times during the soil compaction operations and who shall be thoroughly familiar with the various types of compaction equipment, proper compacting techniques and methods, and soils behavior, and who shall direct the compaction operations.

1.03 SUBMITTALS

- A. See Administrative Requirements for submittal procedures.
- B. List and description of proposed compaction equipment.
- C. Copies of the results of the laboratory sieve analyses and moisture density tests, certified by the Testing Laboratory.

1.04 JOB CONDITIONS

- A. Compaction shall not take place in freezing weather or when materials to be compacted are frozen, too wet or moist, or too dry.
- B. Schedule the Work to allow ample time for laboratory tests and to permit the collecting of samples and the performing of field density tests during the back-filling and compaction operations.
- C. Protect pipes, structures and all other subsurface work from displacement or injury during compaction operations.

PART 2 - PRODUCTS

2.01 COMPACTION

Utilize the proper compaction methods and equipment to suit the soils and conditions encountered.

2.02 LABORATORY TEST REPORTS

- A. As a minimum, the laboratory moisture-density testing reports shall contain the following:

1. Laboratory's name.
 2. Date, time and specific location from which sample was taken and name of person who collected the sample.
 3. Moisture - Density Curve plotted on graph paper to as large a scale as is practical with all points used to derive the curve being clearly visible.
 4. Designation of the test method use.
 5. The optimum density and moisture content.
 6. A description of the sample.
 7. The date the test was performed and the person who performed the test.
 8. The Project name, identification and Contractor's name.
 9. The signature of a responsible officer of the Testing Laboratory certifying to the information contained in the report.
- B. As a minimum, the field compaction density testing reports shall contain the following:
1. Laboratory's name.
 2. Date, time, depth and specific location at which the test was made and the person's name who performed the test.
 3. Designation of the test method used.
 4. Designation of the material being tested.
 5. Test number.
 6. In place dry density and moisture content.
 7. Optimum density and moisture content.
 8. Percentage of optimum density achieved.
 9. The Project name, identification and Contractor's name.
 10. The signature of a responsible officer of the Testing Laboratory certifying to the information contained in the report.

2.03 OTHER MATERIALS

All other materials which are required to achieve adequate compaction shall be as selected by Contractor subject to approval of Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that layers of material are no thicker than the maximum thicknesses specified in other Sections.
- B. Verify that moisture content is nearly optimum.
- C. Do not begin compaction operations until conditions are satisfactory.

3.02 PERFORMANCE

- A. Compaction densities shown are percentages of the maximum density obtainable at optimum moisture content as determined by ASTM D1557, Method C (Modified Proctor).
- B. Moisten or dry each layer of material to achieve optimum moisture content. Unless otherwise specified or directed by Engineer, compact each layer of material to the following required densities:

Location	Density
Under concrete slabs, foundations and footings	95
Backfill around Structures	90
Embankments	90
Paved Areas.....	95
All Other Areas	
Select Fill	95
Remainder of Trench <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> .90

Bedding, around pipes, over pipes and over sand encasements.
Or density consistent with existing conditions.

3.03 FIELD QUALITY CONTROL

- A. Perform a laboratory moisture density test for each type of soil proposed for use or encountered in the Work. Determine optimum moisture content in accordance with ASTM D1557, Method C.
- B. Engineer will designate the time, date and exact location of all field compaction density tests. Field density tests may be ordered by Engineer in accordance with the following average frequencies:
 1. Under Structures - One test for every 400 square foot area of each layer of compacted granular fill.
 2. Outside of Structures - One test for each foot of backfill at intervals of approximately 50' around the structure.
 3. Trenches - One test for each foot of backfill at intervals of approximately 200' along the trench.
 4. Embankment - Six tests for each foot of compacted fill.
 5. Roads - One test for each layer of compacted fill and base material at intervals of approximately 200' along the roadway.
 6. Parking Areas and Sidewalks - One test for every 750 square foot area at parking areas and one test at intervals of 100' along sidewalks.
- C. Testing frequency indicated in Paragraph 3.03.B is at the discretion of the Engineer, and may be decreased as the Project progresses.

- D. Field density and moisture testing shall conform to the requirements of ASTM D1556 or D2922 and ASTM D3017. Soils shall be described in accordance with ASTM D2488, Visual-Manual Procedure.

3.04 COORDINATION

- A. Provide all assistance and cooperation during testing and coordination operations to allow ample time for the required sampling and testing.
- B. See Section Quality Requirements for requirements as they apply to making arrangements with the approved testing laboratory.

3.05 ADJUST AND CLEAN

- A. Replace or repair any pipe, structure or other Work which has been displaced, damaged, or injured.
- B. Compacted soils not meeting compaction densities shall be re-excavated, recompacted and retested at the contractor's expense until all requirements are met.

END OF SECTION

SECTION 32 1216.2

BITUMINOUS CONCRETE PAVING

PART 1 GENERAL

1.01 DESCRIPTION

A. Work covered by this Section includes the furnishing and installation of bituminous concrete paving. Required pavement sections are shown on the Drawings.

B. Related work specified elsewhere includes:

Site Work

Division 31, 32, AND 33

C. Definitions:

1. MEDOT ME Department of Transportation, "Standard Specifications", Latest Edition, including all addenda.

1.02 QUALITY ASSURANCE

A. Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly trained and experienced in the placing of the type of bituminous pavement specified and who shall direct all work performed under this Section.

B. Use only personnel thoroughly trained and experienced in the skills required for installing and finishing bituminous concrete pavements and in operating the required equipment.

C. Comply with the referenced portions of MEDOT.

D. All testing shall be performed by the approved testing laboratory. Engineer may use the testing laboratory for inspection services.

E. Use only the materials and job-mix formula(s) approved by the Engineer. Failure to consistently meet the approved job-mix formula(s) shall be sufficient cause for Engineer to prohibit the use of the asphalt supplier.

F. All work on public roads shall meet the approval of the Highway Department(s). Secure and pay for all permits.

1.03 SOURCE QUALITY ASSURANCE

A. All materials and the asphalt plant will be subject to inspections and tests by Engineer and by the approved testing laboratory. Provide all equipment, materials, facilities and labor as specified in NHDOT 400.

1.04 JOB-MIX FORMULA

A. Do not commence paving until a job-mix formula(s) has been submitted, and approved by Engineer. The required job-mix formula(s) shall be prepared by the approved testing laboratory and shall comply with MEDOT. Provide all testing as required to clearly show that materials meet Specification requirements.

1.05 SUBMITTALS

- A. See General Requirements.
- B. Copies of completed applications and required permits from the Highway Department if applicable.
- C. Proposed job-mix formula(s) and certified materials tests.
- D. Name, address and telephone number of the asphalt plant proposed for use and a certification that the plant conforms to the requirements of these Specifications.
- E. Names and descriptions of pavers, rollers and other equipment proposed for use.

1.06 SCHEDULING

- A. Coordinate work with the work of other Sections to avoid delays and damage.
- B. Notify Engineer at least 48 hours in advance of the placing of any materials under this Section.
- C. Schedule work and operations to allow ample time for testing and inspection. Cooperate with Engineer and the testing laboratory and provide access to all phases of the Work.

1.07 JOB CONDITIONS

- A. Comply with the requirements concerning weather limitations as specified in NHDOT Division 400.
- B. Install permanent pavements between April 15th and November 15th, and then only when environmental conditions are satisfactory.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sub-Base Course MEDOT 703.06 Type D
- B. Base Course MEDOT 703.06 Type A
- C. Binder Course - Bituminous Concrete, Superpave 19.0 mm
- D. Wearing Course - Bituminous Concrete, Superpave 9.5mm

2.02 MIXES

Bituminous concrete shall be mixed at the approved asphalt mixing plant in accordance with NEDOT specifications

PART 3 EXECUTION

3.01 INSPECTION

- A. Prior to the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete, tested and approved by Engineer and to the point where this installation may be properly performed. Particular attention shall be given to items such as pipelines so as to avoid excavating pavements at a later date.

- B. Verify that subgrades have been properly prepared.
- C. Do not proceed with installations until conditions are satisfactory.

3.02 INSTALLATION OF GRAVEL BASE COURSE

- A. Daylight base course to afford positive drainage of water out of the base course material.
- B. Compact to a minimum density of 95 .

3.03 INSTALLATION OF BINDER AND WEARING COURSES

Comply with NHDOT Section 400.

3.04 INSTALLATION OF GRAVEL SHOULDERS ON ROADWAYS

- A. Shoulder shall rest upon the gravel base course and shall not block the flow patch of water through the gravel base.
- B. Compact to a minimum density of 95 .

3.05 FIELD QUALITY CONTROL

- A. Except where otherwise specified, Engineer will select the date, time, location, number and type of tests required. Coordinate all testing, as required in Section 01410 and provide full cooperation and assistance. All sampling and testing shall be done in the presence of Engineer.
- B. Run gradations of gravel base and gravel shoulders. Provide additional gradations when previous gradations do not meet Specification requirements and when a new source of material is proposed.
- C. Laboratory maximum density tests and field compaction density tests will be made in accordance with Section 31 2323.23.
- D. Thickness tests shall be conducted on the base, binder and wearing courses. Hand dig holes, not less than 3" in diameter, through the base course at locations designated by Engineer. Engineer will measure the thickness and if it is found deficient, the base course shall be removed, the subgrade lowered, and refilled and compacted to the required thickness. These tests may be conducted on an average of one test every 200'. In the case of the binder and wearing courses, core samples shall be taken by the testing laboratory in accordance with AASHTO T168. If deficiencies in thickness are found, submit a proposal for correcting the deficiencies to Engineer for approval.
- E. The taking of an average of one sample for every 15 tons of asphaltic concrete, or a minimum of one for each day's placement, may be ordered by Engineer. Samples shall be cored in accordance with AASHTO T168. These samples will be used to check thicknesses and, when ordered by Engineer, they shall be used for running extraction, specific gravity and gradation tests.
- F. Provide, for Engineer's use, a sturdy shank dial thermometer, an armored thermometer, straight-edge, 4' level, and a ruler.
- G. Additional testing or retesting may be required by Engineer when the original test result shows noncompliance.

3.06 ADJUST AND CLEAN

- A. When specified conditions and tolerances are not met, do all work required to correct the deficiencies in a manner approved by Engineer.
- B. If any irregularities or defects remain after compaction is completed, the entire affected area of the surface course shall be promptly removed and sufficient new material placed to form a true and even surface. Roll all minor surface projections, joints and minor honeycombed areas to a smooth finish. The final surface shall be of uniform texture conforming to the line, grade and cross section shown on the Drawings.
- C. If settlement occurs, do all work required to eliminate the settlement.
- D. Replace all bituminous concrete where cores and samples were taken and blend in with surrounding pavement.
- E. Clean all paved surfaces of dirt, stones and other debris and remove and dispose of off-site all discarded mix, boards, trash and all other debris.

3.07 PROTECTION

- A. Protect all work from damage.
- B. Remove and replace any portion of the pavement or shoulder that has become loose, broken, damaged or is found defective.

END OF SECTION

SECTION 32 9211

RESTORATION OF SURFACES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work covered by this Section includes the restoration of surfaces damaged or disturbed as a result of Contractor's operations.

B. Related work specified elsewhere included:

Site Work

Division 31, 32, and 33

1.02 QUALITY ASSURANCE

A. Provide at least one person who shall be present at all times during this portion of Work and who is thoroughly familiar with the types of materials being installed and the best methods for their installation and who shall direct all work performed under this Section.

B. Grades and surfaces shall be restored so as to be equal to or better than the original conditions which existed at the time they were damaged or disturbed, except as otherwise specified or shown on the Drawings.

C. Restoration of surfaces under the jurisdiction of Village, Town, County, State or other public authorities or public utilities shall be in accordance with the requirements of such authorities. Ascertain these requirements, procure necessary permits, arrange for required inspections, and pay all fees, deposits and other charges which may be required by the authorities.

D. Existing pavements and walks to be restored shall be replaced with new pavement equivalent to or superior to the existing in quality, thickness, bearing capacity and surface finish, except where otherwise specified.

E. Slate and flagstone sidewalk sections shall not move or rock when pressure is applied on any portion.

F. Replacement curbs shall have the same dimensions and cross-section as the existing adjoining curbs and the same texture, finish, and appearance.

G. Replaced pavements shall be free from all noticeable sags, settlements, bumps, humps, cracks or other defects. Other than possibly color, the replaced pavement shall be unnoticeable from the existing pavement.

1.03 SUBMITTALS

A. See Administrative Requirements for submittal procedures.

B. Submittals required are identical to those required under other Sections. If submittals have been made and approved under the other Sections, and are applicable to this Section, then a notification to this effect will be sufficient.

- C. At the completion of the Work under this Section, submit copies of letters of approval from all Highway Departments and authorities having jurisdiction over the areas which were restored.

1.04 SCHEDULING

- A. It is the intent of this Section to restore all surfaces as soon as possible so as to cause the least amount of inconvenience to all people and animals, to provide an aesthetically pleasing construction site, to protect lives, to ensure safety, to avoid property damage and to provide for orderly and safe traffic conditions.
- B. Rough grade all areas to be seeded or planted within 48 hours after installation of the work; finish grade within one week after installation of the work, topsoil within three weeks after installation of the work and seed as soon as conditions are satisfactory. Replant trees, shrubs and other vegetation as soon as possible.
- C. Replace traffic and business signs as soon as possible, but no later than 24 hours after installation of the work.
- D. Replace guardrails as soon as possible, but no later than 72 hours after installation of the work.
- E. Replace all items as soon as possible, with special attention directed at those which control traffic, protect property and lives, are essential to a person's livelihood, create hazards when not in place, or are otherwise deemed essential.
- F. The phrase "after installation of the work" means after the installation of the work which necessitated the removal of an item or items.

1.05 MAINTENANCE AND GUARANTEE

- A. The maintenance and guarantee requirements of other applicable Sections are required under this Section.
- B. Maintain and care for all restoration work.
- C. Continually maintain all areas where pavement has been removed to provide a smooth surface by adding fill and grading daily, or more frequently when required.
- D. Provide dust control with water or calcium chloride as the conditions require.

PART 2 MATERIALS

2.01 MATERIALS

- A. Public Property - Comply with the requirements of the authorities having jurisdiction over the materials being restored, and with the requirements of other Sections of the Specifications for new work. The more stringent requirements apply.
- B. Private Property - Comply with the requirements of other Sections of the Specifications for new work.
- C. Water for dust control shall be reasonably clear and free of harmful amounts of oil, salt, acids, alkalies, sugar, organic matter or other substances injurious to the finished product, plant life, or the establishment of vegetation.

- D. Calcium chloride shall conform to the requirements of AASHTO M144. Either regular flake, Type 1, or concentrated flake, Type 2 may be used.

2.02 REUSE OF EXISTING MATERIALS

Curbs, walks, fences, walls, signs and other items which have been removed, knocked down, or displaced shall be replaced with existing materials when, in the opinion of Engineer, such materials are in acceptable condition. Where such materials have been damaged, marred, broken, or are otherwise in an unacceptable condition, provide replacements of equal or better quality, appearance, size and type.

PART 3 EXECUTION

3.01 INSPECTION

- A. Carefully inspect the work installed under other Sections and verify that all such work is complete to the point where restoration of surfaces may properly commence and to insure against the unnecessary disturbance of restored surfaces at a later date.
- B. Verify schedule of work for conformance to allowable planting times.
- C. Do not begin restoration work until conditions are satisfactory.

3.02 GRASS AND LAWNS

- A. Comply with Section 32 9219 Topsoil and Seeding.

3.03 PLANTS AND REPLANTING

- A. As soon as possible after construction operations have moved ahead, replant plants, shrubs, trees, and other vegetation which was taken up in their original locations, provided that they survived and show indications of continued life.
- B. Replace with the same kind and size, any plantings, trees, shrubs or other vegetation that fails to survive the moving operation.

3.04 BITUMINOUS CONCRETE PAVEMENT

- A. All work and materials shall conform to Section 32 1216.
- B. Cut back undisturbed pavement surfaces and binder course at least 12" beyond the walls of the backfilled excavations and trenches, with straight and vertical edges, to form an undisturbed ledge of base course under the new pavement.
- C. Thoroughly roll finished surfaces and match existing adjacent surfaces as nearly as practicable. If approved by Engineer, surfaces may be left slightly mounded to allow for possible future settlement.
- D. Replace all pavement markings as they originally existed.
- E. Nothing contained herein shall relieve the Contractor from carrying out all orders given by State Highway Officials in connection with the replacement of pavement which is part of the State

Highway System or State Aid Roads. Prior to doing any work which will affect a State Highway, a permit shall be obtained from the State Department of Highways.

END OF SECTION