

# PROJECT MANUAL

For

## **Aroostook State Park Boat Launch Replacement Echo Lake, Presque Isle, ME**

Owner:

**State of Maine  
Boating Facilities Program  
State House Station #22  
Augusta, ME 04333-0022**

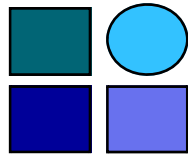
May 2024

Engineer:

**BRSA**

B.R. Smith Associates, Inc.  
11 Hall Street  
Presque Isle, ME 04769  
Tel: 207-764-3661

**FOR BID**



# BRSA

B.R. Smith Associates, Inc.  
Design Professionals

**Department of Agriculture, Conservation and Forestry  
Echo Lake Boat Launch Facility Renovations  
Aroostook State Park Boating Facility  
BGS# PT3366**

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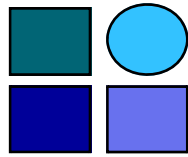
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Corporate Office  
11 Hall Street, Presque Isle, ME 04769  
Tel: 207-764-3661

Central Maine Office  
30 Lower Detroit Road, Plymouth, ME 04969  
Tel: 207-408-9912



# BRSA

B.R. Smith Associates, Inc.

Design Professionals

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**00 11 13**  
**Notice to Contractors**

**Echo Lake Boat Launch Facility Renovations**

BGS project #PT3366

*Removal of existing launch area, upgrades to access drive, parking area, grading, new pavement and new launch*

The cost of the work is approximately \$ 175,000. The contract shall designate the Substantial Completion Date on or before *31 October 2024*, and the Contract Final Completion Date on or before *31 January 2025*.

1. Submit bids on a completed Contractor Bid Form (section 00 41 13) provided in the Bid Documents, include bid security when required, and scan each item as an attachment to an email addressed to: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m. on 11 July 2024**. The email subject line shall be marked "***Echo Lake Boat Launch Facility Renovations***". 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. In certain circumstances, the Bureau of General Services may require the Bidder to surrender a valid paper copy of the bid form or the bid security document. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
  
2. Questions and comments on the *bid opening process* shall be addressed to: Deane Rykerson, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.
  
3. Questions and comments regarding the *project* design specifications or drawings shall be directed in writing to the Consultant during the bid period prior to the question and comment deadline of 5:00 p.m. on *8 July 2024*.  
*B. R. Smith Associates, Inc.*  
*11 Hall Street*  
*Presque Isle, ME 04769*  
*Tim Roix, PLS, PE*  
*trr@brsainc.com*
  
4.  Bid security is required on this project.  
The Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.  
  
*or*  
 Bid security is not required on this project.

**00 11 13**  
**Notice to Contractors**

5.  Performance and Payment Bonds are required on this project.  
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.  
*or*  
 Performance and Payment Bonds are not required on this project.
6. Filed Sub-bids *are not required* on this project.
7.  Pre-qualified General Contractors are utilized on this project.  
*insert the company name, city and state for each*  
*or*  
 Pre-qualified General Contractors are not utilized on this project.
8.  An on-site pre-bid conference (  *mandatory* or  *optional* ) will be conducted for this project. The pre-bid conference is intended for General Contractors. Subcontractors and suppliers are welcome to attend. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding.  
*Insert time and date*  
*insert location*  
*insert other details as needed*  
  
*or*  
 An on-site pre-bid conference will not be conducted for this project.
9. Bid Documents - full sets only - will be available on or about *4 June 2024* and may be obtained *at a cost of \$75.00* from:  
*B. R. Smith Associates, Inc.*  
*11 Hall Street*  
*Presque Isle, ME 04769*  
*207-764-3661; trr@brsainc.com*
10. Bid Documents may be examined at:
- |  |  |
|--|--|
| <i>AGC Maine</i>                           | <i>Construction Summary</i>                |
| <i>188 Whitten Road</i>                    | <i>734 Chestnut Street</i>                 |
| <i>Augusta, ME 04330</i>                   | <i>Manchester, NH 03104</i>                |
| <i>Phone 207-622-4741 Fax 207-622-1625</i> | <i>Phone 603-627-8856 Fax 603-627-4524</i> |

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

**1. Bidder Requirements**

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

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

- 1.10 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.
  
2. Authority of Owner
  - 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
  
  - 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications the Owner determines may best serve the interests of the Owner. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
  
  - 2.3 The Owner reserves the right to require Bid Bonds or Performance and Payment Bonds for any project of any contract value.
  
3. Submitting Bids and Bid Requirements
  - 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
  
  - 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid closing date and time. The bid expiration date may be extended in unusual circumstances by mutual consent of the Bidder and the Owner. The bid amount shall not be modified due to the bid expiration date extension.
  
  - 3.3 Any provision contained in a bid which shows cost escalation, or any modification of schedule or other requirements shall not be accepted. Such a provision causes the bid to be invalid, or, at the discretion of the Owner and BGS, that element of the bid submission may be disregarded for the purpose of awarding the contract without that provision.
  
  - 3.4 Bidders shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required. The bond value shall be 5% of the bid amount. The form of bond is shown in section 00 43 13.
  
  - 3.5 Bidders recognize that inclusion of contract bonds and the cost of those bonds is dependent on the awarded contract dollar value. Therefore, a Base Bid, or any combination of Base Bid plus Alternate Bids, as well as other limited cost modifications, resulting in a contract award shall include the cost of Performance and Payment Bonds in the submitted bid amount when the construction contract value is over \$125,000.00. Similarly, the cost of Performance and Payment Bonds is excluded in the submitted bid amount when the construction contract value is \$125,000.00 or less unless bonds are specifically required by the Bid Documents. When required for the project, the selected Contractor shall provide these bonds before a contract can be executed, pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3. The form of bonds is shown in section 00 61 13.13 and 00 61 13.16.

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

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



**00 41 13  
Contractor Bid Form**

**Echo Lake Boat Launch Facility Renovations**

BGS project #PT3366r

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

Bid Administrator:

*Deane Rykerson*  
Bureau of General Services  
111 Sewall Street, Cross State Office Building, 4th floor  
77 State House Station  
Augusta, Maine 04333-0077

BGS.Architect@Maine.gov

Bidder:

Signature: \_\_\_\_\_

Printed name and  
title: \_\_\_\_\_

Company name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

State of  
incorporation,  
if a corporation: \_\_\_\_\_

List of all partners,  
if a partnership: \_\_\_\_\_

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

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

**00 41 13**  
**Contractor Bid Form**

1. The Bidder, having carefully examined the *Echo Lake Boat Launch Facility Renovations* Project Manual dated May 2024, prepared by BRSA, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

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

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

*No Allowances*

*insert brief name of Allowance*

\$ 0.00

3. Alternate Bids *are 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 insert title of Alternate or "not used"*

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

*2 insert title of Alternate or "not used"*

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

*3 insert title of Alternate or "not used"*

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

*4 insert title of Alternate or "not used"*

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

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

If noted above as required, or if the Base Bid amount exceeds \$125,000.00, the Bidder shall include with this bid form a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

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

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

**00 43 13  
Contractor Bid Bond**

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

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

**00 43 13  
Contractor Bid Bond**

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

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

**Contractor**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address  
insert city state zip code*

**Surety**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address  
insert city state zip code*

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

**State of Maine  
CONSTRUCTION CONTRACT**

**Large Construction Project**

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

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

BGS Project No.: number assigned by BGS Other Project No.: \_\_\_\_\_

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

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

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

**ARTICLE 1 COMPENSATION AND PAYMENTS**

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

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

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

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

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

**ARTICLE 2 COMMENCEMENT AND COMPLETION DATES**

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

2.2 The Substantial Completion Date shall be \_\_\_\_\_.

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

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

### ARTICLE 3 INELIGIBLE BIDDER

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

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

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

### ARTICLE 4 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

## ARTICLE 6 INSTRUMENTS OF SERVICE

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

## ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

## ARTICLE 8 CONTRACT DOCUMENTS

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

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

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

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

BGS Project No.: \_\_\_\_\_

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

**OWNER**

**CONTRACTOR**

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

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

*name of contracting entity*  
*address*

*name of contractor company*  
*address*

*telephone*  
*email address*

*telephone*  
*email address*  
*Vendor Number*

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

<i>select proper approval authority</i>	
<b>Reviewed by:</b>	<b>Approved by:</b>
_____ <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 &amp; Construction</i>



**SECTION 00 53 00**

**NOTICE OF AWARD**

Date:

To:

Address:

Project:

Contract For: **Aroostook State Park Boat Launch Replacment**

You are hereby notified that your Bid dated **XXX** for the above Contract has been considered. You are the apparent Successful Bidder and will be awarded the Contract.

The Contract Price of your Contract is:

You must comply with the following conditions precedent within fifteen days of the date of the Notice of Award, that is by: **XXXX**

1. You must deliver to the Owner three (3) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions, and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid in default. This Notice of Award will thereby be annulled, and your Bid will be declared forfeited.

Within ten days after you comply with the above conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF AWARD**

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 55 00**  
**NOTICE TO PROCEED**

Date:

To:

Project:

Contract For: **Aroostook State Park Boat Launch Replacement**

You are hereby notified that the Contract Times under the above contract will commence to run on **XXX**, 2023. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the dates of Substantial Completion and completion and readiness for final payment are **XXX**, 2023 and **XXX**, 2023 respectively.

Before you start any Work at the site, you must deliver to the OWNER (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which is to be purchased and maintained in accordance with the Contract Documents, all as specified in the General Conditions and Supplemental Conditions.

Also before you may start any Work you must: **XXXXXXX**.

Owner: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF NOTICE**

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTION**

**00 61 13.13**  
**Contractor Performance Bond**

Bond No.: insert bond number

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

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

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

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

**00 61 13.13**  
**Contractor Performance Bond**

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

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

**Contractor**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

**Surety**

\_\_\_\_\_  
*(Signature)*

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

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

**00 61 13.16**  
**Contractor Payment Bond**

Bond No.: insert bond number

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

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

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

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

**00 61 13.16  
Contractor Payment Bond**

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

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

**Contractor**

\_\_\_\_\_  
(Signature)

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

**Surety**

\_\_\_\_\_  
(Signature)

*insert name and title*

*insert company name*

*insert address*

*insert city state zip code*

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

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

**Project name**  
location / school / campus

Application Number: **1**

**Contractor Company name**  
address  
city state zip code

Period Start Date: **1-Jul-2020**  
Period End Date: **31-Jul-2020**  
BGS Project No.: **n**  
Other Project No.: **x**

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

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

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

**Contractor**

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

-----  
signature date

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

**Consultant (Architect or Engineer)**

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

-----  
signature date

**Owner**

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

-----  
signature date

**Owner's Rep / other - clear this text if not used**

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

-----  
signature date

**Bureau of General Services**

Type person's name, title here

-----  
signature date







State of Maine
CONSTRUCTION CONTRACT
Change Order

Project name
location / school / campus

Change Order Number: 1

Contractor Company name
address
city state zip code

Issue Date of this Document: 31-Dec-2022

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

Cost Change

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

Table with 4 columns: Add, Deduct, Total. Rows include Net Amount of this Change Order, Net Amount of Previous Change Orders, Net of Change Orders to Date, Original Contract Amount, and Revised Contract Amount.

Time Change

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

Table with 4 columns: Add, Deduct, Total. Rows include Net Calendar Days Adjusted by this Change Order, Net Calendar Days Adjusted by Previous Change Orders, Net of Change Orders to Date, Original Contract Final Completion Date, and Revised Contract Final Completion Date\*.

Consultant (Architect or Engineer)

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

signature date

Contractor

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

signature date

Owner

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

signature date

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

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

signature date

Bureau of General Services

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

signature date

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

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

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

Contract Expiration Date: the Owner's deadline for internal management of contract accounts;
Contract Expiration Date does not directly relate to any contract obligation of the Contractor.

Table with 1 column and 3 rows containing dates: 1-Dec-2023, 31-Dec-2023, 29-Feb-2024

List of Change Order Items

Project name

C. O. Number: 1

Contractor Company name

CO Item No.	CP No.	Item Name	Reason Code	Calendar Days*	Cost
1	1	Type brief name of Change Order Item here		0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
				0	\$0
<b>Totals</b>				<b>0</b>	<b>\$0</b>

Reason Codes

- EO Error or omission of Consultant
- UC Unforeseen job site condition
- OC Owner-generated change
- RC Regulatory authority-generated change
- CC Contractor-generated change

\* Calendar Days shows Contract Final Completion Date impact only.

Attach this sheet to the BGS "Change Order" cover sheet (with cost and time summaries, and signatures). Attach a "Details" sheet, and other supporting documentation, for each Change Order Item listed above.

## Details of Change Order Item

**Project name** Change Order Item Number **1**  
 location / school / campus CP (Change Proposal) Number **1**  
 Issue Date of this Document: **31-Oct-2021**

**Contractor Company name**  
 address BGS Project No.: **n**  
 city state zip code Other Project No.: **x**

<b>Change Order Item</b>	Type name of Change Order Item here			
<b>Description of Work</b>	Type brief description here of work scope here.			
<b>Reason or Necessity of Work</b>	Type brief justification for change here.			
<b>Cost Breakdown</b>	Work by Subcontractor only	Work by Sub and Contractor	Work by Contractor only	
Subcontractor base cost	\$0	\$0		
Subcontractor markup	\$0	\$0		
Contractor base cost		\$0	\$0	
Contractor markup	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	
<b>Compensation</b>	lump sum		<b>Total Cost</b>	<b>\$0</b>
<b>Initiated by</b>	Consultant		<b>Calendar Days*</b>	<b>0</b>
<b>Reason Code</b>	CC	<b>Supporting Documentation</b>		is attached

*EO*  
Error or omission  
of Consultant

*UC*  
Unforeseen job site  
condition

*OC*  
Owner-  
generated change

*RC*  
Regulatory authority-  
generated change

*CC*  
Contractor-  
generated change

\* Calendar Days shows Contract Final Completion Date impact only.

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

-----  
signature date

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

-----  
signature date

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

-----  
signature date

**Owner's Rep** Type entity name here  
Type person's name, title here

-----  
signature date

**Bureau of** Division of Planning, Design & Construction  
**General Services** Type person's name, title here

-----  
signature date

**SECTION 00 65 00**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: \_\_\_\_\_ Date: \_\_\_\_\_

To: \_\_\_\_\_  
(OWNER)

and to: \_\_\_\_\_  
(CONTRACTOR)

The Work to which this Certificate applies, which is all Work under the Contract Documents, has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and said Work is hereby declared to be substantially complete on \_\_\_\_\_, which date is the date of Substantial Completion.

A tentative "punch list" of items to be completed, corrected, or changed is attached hereto and incorporated as part of this Certificate. This list may not be all-inclusive, and the failure to include an item in the list does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. With this Certificate applies to a specific part of the Work the items in the punch list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which the one year guarantees and warranties begin, except as follows: \_\_\_\_\_.

The Responsibilities between OWNER and CONTRACTOR for security, operation, maintenance, heat, utilities, and insurance shall be as follows: \_\_\_\_\_

Executed by ENGINEER: \_\_\_\_\_ B.R. Smith Associates, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by OWNER: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 65 13**

**WAIVER OF LIEN - MATERIALS AND LABOR**

City of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine.

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS,** \_\_\_\_\_  
the undersigned \_\_\_\_\_ (Contractor, Subcontractor, or Supplier,  
(circle the correct term)) have been employed by \_\_\_\_\_  
(Owner) to furnish labor and materials for the Project known as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name of Project).

**NOW, THEREFORE,** we, the undersigned, for good and valuable consideration do hereby  
waive and release any and all lien or right of lien on the above listed Project and premises under  
the Law, in relation to Mechanic's Lien Law, on account of labor and materials, or both,  
furnished by the undersigned to or on account of said Contract for the said Project and premises  
only so far as that portion of the Work which has been included in our requisition dated \_\_\_\_\_  
\_\_\_\_\_, 2023 and all prior requisitions.

**THIS WAIVER AND RELEASE** acknowledges that payment has been made to the  
undersigned in the amount of: \_\_\_\_\_(words)  
\$\_\_\_\_\_.\_\_\_\_ (numbers) which sum is the balance due, less any retainage held, the  
undersigned for all labor, materials, or both, furnished by the undersigned to or on account of the  
said Contract as included on his requisition dated \_\_\_\_\_, 2023. The above sum  
excludes retainage due in the amount of:  
\_\_\_\_\_  
\_\_\_\_\_  
(words) \$\_\_\_\_\_ (numbers).

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Seal

Title: \_\_\_\_\_

**NOTICE:** This form must be submitted to ENGINEER by CONTRACTOR, all Subcontractors,  
and major Suppliers within thirty (30) days following payment and prior to payment of  
succeeding requisitions. This form must be submitted *with* a current requisition for payment to  
be made for material delivered to the site but not incorporated in the Work at the time of said  
requisition.

**END OF SECTION**

**SECTION 00 65 19**

**CONTRACTOR'S FINAL AFFIDAVIT**  
**AND RELEASE OF LIEN**

City of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine.

Personally appeared before me the undersigned CONTRACTOR who, being duly sworn according to law, deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract entitled:

\_\_\_\_\_  
(Name of Project)

Between: \_\_\_\_\_ of \_\_\_\_\_  
(Owner) (Owner's Address)

and : \_\_\_\_\_ of \_\_\_\_\_  
(Contractor) (Contractor's Address)

dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
(Name of Project)

\_\_\_\_\_ has been paid in full.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Seal

Title: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED BEFORE ME** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

Type Name: \_\_\_\_\_

Seal

My Commission Expires: \_\_\_\_\_

**END OF SECTION**



**00 71 00**  
**Definitions**

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

**00 71 00**  
**Definitions**

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

**00 71 00**  
**Definitions**

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

**00 71 00**  
**Definitions**

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

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

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

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

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

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

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1. Preconstruction Conference

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

2. Intent and Correlation of Contract Documents

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



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3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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6. Taxes

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

7. Labor and Wages

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

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

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

**8. Indemnification**

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

**9. Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

**10. Contract Bonds**

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

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

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

**11. Patents and Royalties**

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

**12. Surveys, Layout of Work**

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

**13. Record of Documents**

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

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**14. Allowances**

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

**15. Shop Drawings**

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

**16. Samples**

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

**17. Substitutions**

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

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

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

18. Assignment of Contract

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

19. Separate Contracts

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

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20. Subcontracts

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

21. Contractor-Subcontractor Relationship

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



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

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

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

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

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

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

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

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

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

31. Delays and Extension of Time

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

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

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

**32. Payments to the Contractor**

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



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

### 33. Payments Withheld

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

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

### 34. Liens

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

### 35. Workmanship

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

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

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**37. Date of Completion and Liquidated Damages**

- 37.1 The Contractor may make a written request to the Owner for an extension or reduction of time, if necessary. The request shall include the reasons the Contractor believes justifies the proposed completion date. The Owner may grant the revision of the contract completion date if the Work was delayed due to conditions beyond the control and the responsibility of the Contractor. The Contractor shall not conduct unauthorized accelerated work or file delay claims to recover alleged damages for unauthorized early completion.
  
- 37.2 The Contractor shall vigorously pursue the completion of the Work and notify the Owner of any factors that have, may, or will affect the approved Schedule of the Work. The Contractor may be found responsible for expenses of the Owner or Consultant if the Contractor fails to make notification of project delays.
  
- 37.3 The Project is planned to be done in an orderly fashion which allows for an iterative submittal review process, construction administration including minor changes in the Work and some bad weather. The Contractor shall not file delay claims to recover alleged damages on work the Consultant determines has followed the expected rate of progress.
  
- 37.4 The Consultant shall prepare the Certificate of Substantial Completion which, when signed by the Owner and the Contractor, documents the date of Substantial Completion of the Work or a designated portion of the Work. The Owner shall not consider the issuance of a Certificate of Occupancy by an outside authority a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor’s control.
  
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

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

**38. Dispute Resolution**

**38.1 Mediation**

- 38.1.1 A dispute between the parties which arises under this Contract which cannot be resolved through informal negotiation, shall be submitted to a neutral mediator jointly selected by the parties.
  
- 38.1.2 Either party may file suit before or during mediation if the party, in good faith, deems it to be necessary to avoid losing the right to sue due to a statute of limitations. If suit is filed before good faith mediation efforts are completed, the party filing suit shall agree to stay all proceedings in the lawsuit pending completion of the mediation process, provided such stay is without prejudice.

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

38.2 Arbitration

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

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

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

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

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Notice: The contract or delivery order to which this addendum is attached is made using federal assistance provided to the State of Maine by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602 and 603 of the Social Security Act, [Pub. L. No. 117-2 \(March 11, 2021\)](#).

**1. Equal Opportunity**

The Contractor shall comply with [Executive Order 11246](#) of September 24, 1965 entitled “Equal Opportunity,” as amended by [Executive Order 11375](#) of October 13, 1967 and as supplemented by in Department of Labor Regulations ([41 CFR Part 60](#)). The equal opportunity clause for federally assisted construction contracts at 41 CFR Part 60-1.4 is incorporated by reference.

**2. Contract Work Hours and Safety Standards Act**

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week unless a higher rate is required by state or federal law. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall comply with the following required provisions:

- a. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek unless a higher rate is required by state or federal law.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The State of Maine shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

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- subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- e. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
  - f. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**3. Environmental Compliance**

- a. Contracts and subgrants of amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401–7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251–1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act ([33 U.S.C. 1368](#)), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and section 308 of the Federal Water Pollution Control Act ([33 U.S.C. 1318](#)), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
- c. The Contractor shall comply with all applicable standards, orders, or requirements issued under the [Resource Conservation and Recovery Act \(RCRA\)](#); [the Comprehensive Environmental Response Compensation and Liabilities Act \(CERCLA\)](#); and any applicable Federal, Codes or Local environmental regulation.

**4. Protection for Whistleblowers**

- a. In accordance with [41 U.S.C. § 4712](#), Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or

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- vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**5. Domestic Preference for Procurements**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber ([2 CFR 200.322](#)).

**6. Procurement of recovered materials**

The Contractor shall comply with [section 6002 of the Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines ([2 CFR 200.323](#)).

**7. Nondiscrimination**

The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the grounds of race, religion, color, national origin, sex, and handicap. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- a. [Title VI of the Civil Rights Act of 1964](#), which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin ([42 U.S.C. § 2000d et seq.](#)), as implemented by the Department of the Treasury's Title VI regulations, [31 CFR Part 22](#), which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- b. [The Fair Housing Act, Title VIII of the Civil Rights Act of 1968](#) (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- c. [Section 504 of the Rehabilitation Act of 1973](#) (29 U.S.C. § 794)
- d. [The Age Discrimination Act of 1975](#) (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
- e. [Title II of the Americans with Disabilities Act of 1990](#), as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**8. Lobbying**

**Supplemental General Conditions**

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget to implement the provisions of section [319 of Public Law 101-121 \(31 U.S.C., Art 1352\)](#) is incorporated by reference.

**9. Drug-Free Workplace**

The Contractor will comply with the provisions of the [Drug-Free Workplace Act of 1988](#) (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

**10. Increasing Seat Belt Use in the United States**

Pursuant to [Executive Order 13043, 62 FR 19217](#) (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company owned, rented or personally owned vehicles.

**11. Reducing Text Messaging While Driving**

Pursuant to [Executive Order 13513, 74 FR 51225](#) (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**12. Debarment and Suspension**

If the Contract is in excess of \$25,000, this Contract is a covered transaction for purposes of [2 C.F.R. Part 180](#) and [2 C.F.R. Part 3000](#). As such, the Contractor is required to verify that none of the Contractor's principals (defined at [2 C.F.R. § 180.995](#)) or its affiliates (defined at [2 C.F.R. § 180.905](#)) are excluded (defined at [2 C.F.R. § 180.940](#)) or disqualified (defined at [2 C.F.R. § 180.935](#)). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by The State of Maine. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The State of Maine, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Contractor shall use no funds provided under this Contract to:

- a. Procure or obtain;



**Supplemental General Conditions**

- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extent or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- d. The Contractor shall insert the substance of this clause, including this paragraph, into all subcontracts and other contractual instruments ([2 CFR 200.216](#)).

**Data for Infrastructure Projects and Capital Expenditure Projects**

**14.1** Programmatic Data for Infrastructure Projects (Expenditure Category 5 (EC 5)): For all projects listed under the Water, Sewer<sup>1</sup>, and Broadband Expenditure Categories (see Appendix 1 of the Compliance and Reporting Guidance for a listing of expenditure categories), more detailed project-level information is required. The Contractor/ Sub-recipient acknowledges that they must provide the below-referenced data associated with the services tied to this service contract/sub-award. This information will be provided to the State of Maine Contracting Department (Owner/Department) by the Contractor/Sub-recipient. Contractors and Sub-recipients are only required to provide the specific information tied to the project associated with this contract/sub-award that fits into one or more listed ECs. Each project will be required to report expenditure data as described above, but will also report the following information:

1. All Water and Sewer projects (EC 5.1-5.18):
  - Projected/actual construction start date (month/year)
  - Projected/actual initiation of operations date (month/year)
  - Public Water System (PWS) ID Number
  - National Pollutant Discharge Elimination System (NPDES) Permit Number
  - Median Household Income of Service Area<sup>2</sup>

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<sup>1</sup> Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-staterevolving-fund-national-information-management-system-reports>.

<sup>2</sup> \*For median income and lowest quintile income of Census Tracts and other geographic areas, Contractor/Sub-recipient should refer to the most recent American Community Survey 5-year estimates available through the Census website.

**Supplemental General Conditions**

- Lowest Quintile Income of the Service Area<sup>2</sup>

2. All Broadband Projects (EC 5.19-5.21):

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location Details
- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure (applicable only to projects that provide service to households).
- Detailed Project Information:
  - Project technology type(s) (Planned/Actual)
    - Fiber
    - Coaxial Cable
    - Terrestrial Fixed Wireless
    - Other (specify)
  - Total miles of fiber deployed (Planned/Actual)
  - Total number of funded locations served (Planned/Actual)
  - Pre-SLFRF Investment
    - Total Number of Funded Locations Served receiving 25/3 Mbps or below
    - Total Number of Funded Locations Served receiving between 25/3 Mbps and 100/20 Mbps
  - Post-SLFRF
    - Total Number Receiving Minimum 100/100 Mbps
    - Total Number Receiving Minimum 100/20Mbps and scalable to 100/100 Mbps
  - Total number of funded locations served, broken out by type (Planned/Actual):
    - Residential
      - Total Housing Units
    - Business
    - Community Anchor Institution
- Location-by-Location Project Information
 

For each location served by a Project, the Owner/Department must collect from the Contractor/Sub-recipient and submit the following information to Treasury using a predetermined file format that will be provided by Treasury (collection of certain fields will begin in October 2022, as specified below):

  - Latitude/longitude at the structure where service will be installed (required starting October 2022) Technology used to offer service at the location (required starting October 2022)
  - Location type (required starting October 2022)
    - Residential
      - If Residential, Number of Housing Units
    - Business
    - Community anchor institution
  - Speed tier at the location post-SLFRF investment (collection to be phased in)

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**Supplemental General Conditions**

- Maximum download speed offered
- Maximum download speed delivered
- Maximum upload speed offered
- Maximum upload speed delivered
- Latency
- Standardized FCC Identifiers
  - Fabric ID # (Broadband Serviceable Fabric Locations)
  - FCC Issued Provider ID #

3. Wage Rate Disclosures and Certifications for Capital Expenditure and Infrastructure Projects.

A. N/A

B. To the extent that the Contractor/Sub-recipient employs laborers and mechanics as defined by the Davis Bacon Act, the Contractor/Sub-recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project;
- The number of employees on the project hired directly;
- The number of employees on the project hired through a third party;
- The wages and benefits of workers on the project by classification; and
- Whether those wages are at rates less than those prevailing;
- Contractor/Sub-recipient must maintain sufficient records to substantiate this information upon request.

C. To the extent that the Contractor/Sub-recipient employs laborers and mechanics as defined by the Davis Bacon Act, the Contractor/Sub-recipient must provide a project workforce continuity plan, detailing:

- How the Contractor/Sub-recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
- How the Contractor/Sub-recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- How the Contractor/Sub-recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market;

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**Supplemental General Conditions**

- Whether the project has completed a project labor agreement;
- Whether the project prioritizes local hires
- Whether the project has a Community Benefit Agreement, with a description of any such agreement.



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**END OF SECTION**

## SECTION 01 56 26

# TRAFFIC REGULATION

## PART 1 - GENERAL

### 1.1 Summary

- A.** This work shall consist of all labor, materials, and equipment necessary to provide the safe and uniform regulation of traffic throughout the duration of the project.
- B.** Perform all work in such a manner as to provide safe passage at all times for the public and with a minimum of obstruction to traffic.
- C.** Do not close roads, streets or onsite drives to passage of Municipal employees or the public without the permission of the proper authorities, including the Municipal Highway Department, Fire Department and Maine Department of Transportation.
- D.** Provide material and remove traffic control devices necessary to provide reasonable protection workers in accordance with these Specifications and the applicable provisions of Subsection 104.04, MDOT Specifications, Latest Revision. Traffic control devices may include, but not necessarily limited to, signs, signals, lighting devices, markings, barricades, channeling and hand signaling devices and flaggers.
- E.** The Maine State Police, the Maine Department of Transportation, and/or the Public Works Department will decide if safe passage is being maintained and shall have the authority to require CONTRACTOR to take any additional steps necessary to maintain safe passage. If authorities furnish an inspector or uniformed police officer on the job as a result of poor traffic control by CONTRACTOR, CONTRACTOR shall be responsible for all costs assessed by the Authorities.
- F.** CONTRACTOR shall be solely responsible for all work under this Section to ensure the safety of the public and all workers. Directions from ENGINEER or failure by ENGINEER to give direction shall not relieve CONTRACTOR from his responsibilities to maintain the site in a safe manner.

### 1.2 Scheduling Work

- A.** Schedule all work so that two adjacent parallel drives are not closed to passage by the Fire department or public at any one time.
- B.** Revise the plan of work if it will create a traffic hazard or an unreasonably long detour.

- C. Do not start work in any new location without the approval of ENGINEER.
- D. Notify Municipal Police and Fire Departments of all scheduled detours and/or when streets are closed and/or reopened at least 24 hours prior to such closure or detour.

### **1.3 References**

- A. Maine Department of Transportation Specifications, Subsection 104.04, Latest Edition.
- B. United States Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

## **PART 2 - PRODUCTS**

### **2.1 Warning Signs and Barricades (As Applicable)**

- A. Provide adequate warning signs, barricades, signal lights, watchmen and take other necessary precautions for the safety of the public.
- B. Provide and illuminate suitable warning signs to show where construction, barricades or detours exist.
- C. Provide barricades of substantial construction and painted with a finish that increases visibility at night.
- D. Keep signal lights illuminated at all barricades and free of obstruction during non-working hours.
- E. Maintain all necessary signs, barricades, lights, watchmen, and other safety precautions during authorized suspension of the Work, weekends, holidays or other times when the work the work is not in process.
- F. Traffic control signs for construction work shall be located and of the size and type as outlined in Manual of Uniform Traffic Control Devices for Streets and Highways as published by US. Department of Transportation.
- G. Warning signs, barricades, warning lights, shall be kept in conformance with Maine Department of Transportation (MDOT) Specifications Section 652.10.
- H. All traffic control devices shall conform to the requirements of Part VI of the latest edition of MUTCD unless otherwise provided herein.



## **2.2 Uniformed Police Officer**

**A.** A uniformed police officer is a police officer (county, local, or state) on regular or special duty dressed in uniform with the necessary high visibility vest and apparel needed for traffic control.

**B.** Arrange the police detail with the local Chief of Police, County Sheriff, or State Police Captain depending on jurisdiction.

## **2.2 Flag Person**

**A.** A flag person is an individual assigned specifically to the task of directing traffic and is outfitted in the necessary high visibility vest and apparel needed for traffic control.

**B.** Flag persons shall be provided by CONTRACTOR as needed and shall be trained in accordance with all appropriate regulations.

## **PART 3 - EXECUTION**

### **3.1 General**

**A.** Prior to starting any work on any part of the project adjacent to or being used by the traveling public, CONTRACTOR shall install the appropriate traffic control devices in accordance with the drawings and specifications and the latest edition of MUTCD, Part VI. CONTRACTOR shall continuously maintain the traffic control devices in their proper position, clean, legible and in good repair throughout the duration of the work. If notified that the traffic control devices are not in place or not properly maintained, CONTRACTOR may be ordered to immediately suspend work until all deficiencies are corrected.

**B.** No equipment or vehicles of CONTRACTOR, his Subcontractors or employees engaged in work on this Contract shall be parked or stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing work operations.

**C.** All excavation areas adjacent to the roadway shall be channelized by vertical panel markers, barricades, drums, cones, etc. in accordance with applicable regulations. Channelization shall be continuous in both directions for the length of the project in all areas where the centerline stripe is not effective.

### **3.2 Traffic Control (As Required)**

**A.** CONTRACTOR shall provide a roadway width as specified in the applicable regulations. Vertical panel markers, drums, cones, striping or other devices as required

by regulation shall be used to clearly delineate the roadway through the construction areas approved.

**B.** The traffic control devices shall be moved or removed as the work progresses to assure compatibility between the use of the traffic control devices and the traffic flow. Traffic control devices which become unnecessary shall be immediately removed from use.

**C.** Pavement markings shall be altered as required to conform to the existing traffic flow pattern. Repainting of lines, under temporary 4 inch pavement marking line, if required to maintain the effectiveness of the line, shall be immediately removed from use.

**D.** Inappropriate existing pavement markings shall be removed whenever traffic is re-routed and temporary construction pavement markings shall be placed. Traffic changes shall not be made unless there is sufficient time, equipment, materials, and personnel available to complete the change properly before the end of the workday. This provision will not be required when traffic is re-routed for brief periods during daylight hours and the route can be clearly defined by channelizing devices or flaggers or both.

### **3.3 Detours (As Applicable)**

**A.** Provide, identify and maintain suitable detours when the project or any part thereof, is closed to public travel.

**B.** When the closed part of the project is reopened, restore the detour area and any other disturbed areas to the original condition.

### **3.4 Inconvenience to Residents of Vicinity**

**A.** Whenever a traveled way is closed, perform the work in such a manner that local travel and residents in the vicinity of the work will be inconvenienced as little as possible.

**B.** Allow access to driveway and other normal outlets from their property to residents and abutting land owners along the Project.

### **3.5 Flaggers (As Applicable)**

**A.** CONTRACTOR shall provide flaggers to control traffic through or around work areas as needed. Appropriate clothing, such as an orange vest, shirt, or jacket and hard hats shall be provided and worn by flaggers. For nighttime conditions, similar outside garments shall be reflectorized and lighted hand signal devices shall be used.

**B.** Flaggers shall be trained and instructed to adequately perform their duties. The number of flaggers should be sufficient to control traffic.

### **3.7 Uniformed Police Officers (As Applicable)**

**A.** Where required by the local, county, or state police departments and or upon request of OWNER provide a uniformed police officer to regulate traffic.

**B.** Arrange police detail with the appropriate authorities.

**C.** Any police officers, whether regular, reserve, special or otherwise, shall be employed by CONTRACTOR.

**END OF SECTION**

## SECTION 01 57 13

### **TEMPORARY EROSION CONTROL**

#### **PART 1 - GENERAL**

##### **1.1 Summary**

A. This work shall include all labor, materials, and equipment necessary to protect the site and adjacent areas from erosion and sedimentation.

##### **1.2 Scope of Work**

A. This work shall include but not be limited to such items as temporary seeding, temporary mulching, riprap, stone check dams, staking hay bales across waterways for culvert inlet protection, erosion control fabrics, silt fencing, sedimentation basins, and any other measures to protect the site and adjacent areas and to comply with all local, State, and Federal Laws and Regulations.

#### **PART 2 - PRODUCTS**

##### **2.1 Temporary Grass Seed**

A. Temporary Grass Seed shall be annual rye, winter rye, or other annual grass as approved by ENGINEER.

##### **2.2 Mulch**

A. Mulch shall consist of clean hay or straw, which is free from unwanted seed.

##### **2.3 Hay Bales**

A. Hay bales shall be rectangular 40 to 50 pound bales, measuring approximately 15" x 15" by 30".

#### **PART 3 - EXECUTION**

##### **3.1 Installation**

A. Install all temporary erosion control measures in the locations shown on the drawings and as may be required to comply with all applicable Laws and Regulations. Install all temporary erosion control measures in accordance with all notation on the Drawings and in accordance with the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices.

**END OF SECTION**

## Section 01 60 00

# SUBSTITUTIONS

### PART 1 - GENERAL

#### A. Equal Products

1. Contractor is advised that the proposal and subsequent Contract for Construction are based on the products, materials, equipment and methods described in the Contract Documents. Contractor, suppliers and/or subcontractors may submit proposed “**equal**” products up to seven (7) days prior to the bid due date. Engineer will provide written approval of “**equal**” products through Addendum.

2. No further review of “**equal**” products will occur after this period.

#### B. Substitutions

1. The Engineer will consider proposals for **substitutions** for a limited period of ten (10) working days after the Notice to Proceed provided that such proposals are submitted in accordance with stipulations outlined herein.

2. Proposals for substitutions will be considered only if said proposals increase the quality of the project, decrease the expenditure on the part of the Owner or are clearly superior to the products, materials, equipment, and methods specified herein. Proposals for substitutions which appear to be submitted only to decrease the expenditures on the part of the Contractor without a corresponding proposal for a reduction in the contract amount will not be entertained.

3. Generally no substitutions will be accepted after the initial period for submittals of such substitutions. At the discretion of the Engineer, Product Availability may be a reason for substitution review. If a substitution is proposed resulting from availability problems with specified materials, proposals should also include consideration for modifications to the contract amount on behalf of the Owner.

4. No request for an extension of the time of completion will be entertained by the Engineer if such an extension is a result of the Contractor's lack of knowledge of the availability of the specified items.

#### C. Submittals

1. All substitution requests shall address the following issues as a minimum for consideration:
  - a. Provide Complete Substitution Request form.
  - b. Provide complete manufacturer's product information as required by Section 01 33 00 SUBMITTALS.
  - c. List the specified product which is to be substituted.
  - d. If the product is equal to that specified, state the proposed credit to the Owner.
  - e. If the product is superior to that specified, explain in detail the advantages as well as any disadvantages.
  
2. Costs of obtaining materials, calculations, information, or other items required for a submittal are the responsibility of the Contractor.

#### **D. Review**

1. Engineer will review submittals for substitutions within 10 working days of receipt. The Engineer may request additional information which will delay the review time until the additional information is received.
  
2. Costs of reviews which will require more than 2 hours of review time by the Engineer will be the responsibility of the Contractor. Upon submission Engineer will notify Contractor if the 2 hour review time will be exceeded and an estimate of the time and costs of the review. Contractor will have the option to proceed with the review or withdraw the submission.

#### **E. Approved Substitutions**

1. Contractor is responsible for all coordination and costs associated with incorporation approved substitutions into the work, including any design changes required by the substitution.

### **PART 2 – PRODUCTS**

Not Used

### **PART 1 - EXECUTION**

Not Used

# SUBSTITUTION REQUEST FORM

To:

Project:

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section	Paragraph	Specified Item
_____	_____	_____

Proposed Substitution:

Attach complete technical data, including laboratory tests, if applicable. Include complete information, changes to Drawings and/or Specifications which the proposed substitution requires for proper installation.

Check the appropriate box; use additional sheets if necessary:

The substitution product superior to specified.  
In what way? \_\_\_\_\_  
\_\_\_\_\_

The substitution product is equal to the specified product.  
What is the reduction in Contract Amount? \$ \_\_\_\_\_

The specified product is no longer available  
The undersigned states that the function, appearance, and quality are equivalent or superior to the specified item.

Submitted By:  
Consultant:

For Use by Design

Signature \_\_\_\_\_

Accepted    Accepted as Noted  
Not Accepted    Received Too Late

Firm:  
Address:

By:  
Date:  
Remarks:

Telephone:

**END OF SECTION**

**SECTION 01 74 23**  
**PROJECT CLEANING**

**PART 1 - GENERAL**

**1.1 Summary**

- A. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations.
- B. At completion of work, remove waste materials, tools, equipment, machinery, and surplus materials and clean all sight-exposed surfaces. Leave Project clean and ready for use.

**1.2 Quality Assurance**

- A. Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable Laws and Regulations.

**PART 2 - PRODUCTS**

**2.1 Materials**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Do not use cleaning materials that are hazardous to workers or the environment.

**PART 3 - EXECUTION**

**3.1 Performance**

- A. Cleaning During Construction:
  - 1. Execute cleaning operations to ensure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
  - 2. Entirely remove and dispose of material or debris during the progress of the Work that has washed into or has been placed in watercourses, ditches, gutters, drains, catch basins, or elsewhere as a result of CONTRACTOR's operation.
  - 3. At reasonable intervals during the progress of work, clean the site and dispose of waste materials, debris, and rubbish.



4. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw material from heights.
5. Retain store items in an orderly arrangement allowing maximum access, not impeding traffic or drainage and providing required protection of materials.
6. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
7. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.
8. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

**B. Site**

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements to meet the requirements of subparagraph 3.1-A-5 above.
3. Maintain the site in a neat and orderly condition at all times.

**C. Control of Hazards:**

1. Prevent accumulation of wastes which may create hazardous conditions.
2. Provide adequate ventilation during use of volatile or noxious substances.

**D. Disposal:**

1. Do not burn or bury rubbish and waste materials on Project site.
2. Do not dispose of wastes into streams or waterways.

**3.2 Final Cleaning**

**A. Site:**

1. Unless otherwise specifically approved by ENGINEER, broom clean paved areas on the site and public paved areas adjacent to the site.

2. Completely remove resultant debris.

**B.** Schedule final cleaning as approved by ENGINEER to enable OWNER to accept completely clean work.

### **3.3 Cleaning During OWNER's Occupancy**

**A.** Should OWNER occupy the work or any portion thereof prior to its completion by CONTRACTOR and acceptance by OWNER, responsibilities for interim and final cleaning shall be as determined by ENGINEER in accordance with the General Conditions of the Contract.

**END OF SECTION**

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**END OF SECTION**

**SECTION 02 20 00**  
**SITE PREPARATION**

**PART 1 - GENERAL**

**1.1 Summary**

A. Site preparation includes, but is not necessarily limited to:

1. Construction Layout
2. Clearing
3. Grubbing
4. Protection of existing, on-site features
5. Site security

**1.2 Limits of Work**

A. Clearing and grubbing shall be performed within the areas required for construction, or as shown on the Drawings, to a depth as shown on the Drawings below the existing, undisturbed ground grade.

B. Perform additional clearing and grubbing work within areas and to depths which, in the opinion of ENGINEER, satisfy the anticipated construction shown on the Drawings.

C. A secure site shall be established around the work area.

**1.3 Quality Assurance**

A. All work shall comply with all applicable Laws and Regulations. This shall include but not be limited to:

1. Notification of any required regulatory agency prior to the commencement of any work requiring such notification;
2. Disposal of combustible material by burning only when permitted;
3. Removal and disposal of non-salvageable structures and materials.

B. CONTRACTOR shall obtain and pay for all permits and licenses required for work

under this Section.

**C.** CONTRACTOR shall make all necessary provisions so that no street, sidewalk, or other means of access or travel is blocked, closed, or obstructed without prior written approval by the appropriate authority.

**D.** Security fencing and provisions shall comply with all OSHA requirements and those Laws and Regulations of all authorities having jurisdiction.

## **PART 2 - PRODUCTS**

### **2.1 Materials**

**A.** Provide all materials required to complete the work contained within this section.

**B.** All timber and wood shall become the property of CONTRACTOR unless other agreements are made between OWNER and CONTRACTOR.

**C.** Restore materials and structures to their original condition and repair any damage to structures to the complete satisfaction of OWNER and ENGINEER.

## **PART 3 - EXECUTION**

### **3.1 Protection of Existing Items**

**A.** Items which are selected to remain or to be transplanted such as certain trees and shrubs as indicated on the Drawings shall be protected by the erection of grade stakes and flagging or fencing encircling the item to be protected. Stakes or fencing shall be placed at least 3'-0" out from the trunks of trees to be saved and shall be erected prior to any construction, clearing or grubbing on the site.

**B.** Exercise extreme care during excavation to prevent damage to any existing structures or the roots of any trees and shrubs to remain. When excavating utility trenches within the branch spread of trees, all work shall be done by hand. Open such trenches only when the utility can be installed immediately. Prune the injured roots cleanly and backfill as soon as possible.

**C.** Existing trees and shrubs designated to be saved which have become damaged shall be replaced with trees and shrubs of similar size and species as approved by ENGINEER. All costs incurred shall be paid by CONTRACTOR.

**D.** Any damage caused to any existing structure to remain shall be repaired immediately to the satisfaction of the OWNER and ENGINEER.

**E.** Any trees, shrubs, and structures to remain shall not be used for guy anchors or other fastenings. Vehicles shall not be parked within branch spread of trees. Do not stockpile fill or building materials around the bases of such trees or adjacent to such structures.

**F.** Maintain safe public vehicular and pedestrian traffic to Town Garage and associated facilities and to the Ballfield/Playground parking area across one of the two site drives at all times. Provide all necessary signage and/or fencing to provide clear public direction and information. Secure site from access by minors. See Section 01 56 26 for vehicular traffic control guidance.

### **3.2 Staking, Layout and Grading**

**A.** All construction layout shall be completed in accordance with the Drawings by a competent firm or individual employed by CONTRACTOR.

**B.** Prior to the start of any construction work, said firm or individual shall stake out all limits of cut and fill, building corners, underground utility lines and structures, and centerlines of all roads, parking areas, walks, etc.

**C.** Protect and maintain all established property monuments, property bounds, and construction benchmarks. All property monuments which are disturbed or destroyed are to be replaced by a Maine Licensed Professional Land Surveyor employed by CONTRACTOR.

**D.** ENGINEER reserves the right to adjust the locations of such construction layout as necessary to comply with the intent of the Contract Documents.

### **3.3 Clearing**

**A.** Remove, as indicated or required, all trees, brush, slash, stubs, bushes, shrubs, plants, debris, and obstructions within the area to be cleared, except any areas that may be designated as "selective clearing" on the Drawings.

**B.** Remove all stumps unless otherwise approved by the ENGINEER.

**C.** Dispose of all material daily as it accumulates. Do not obstruct travel to and from or within the site with debris piles.

**D.** Take special care to completely dispose of all elm trees and branches immediately after cutting either by burial in approved locations or, when permitted, by burning in areas well removed from standing elm growth.

**E.** Where overhead lines, private property, traffic or life might be endangered by the felling of a tree in one piece, remove it in sections as large as possible to handle safely.

### **3.4 Grubbing:**

- A.** Perform grubbing work beneath new roads, driveways, walks, seeded areas, and other areas and as directed ENGINEER.
- B.** Grub out all sod, vegetation, and other objectionable material to a minimum depth of 12 inches below the existing, undisturbed ground grade.
- C.** Remove all stumps, including major root systems.

### **3.5 Disposal**

#### **A. General**

- 1.** Remove from the site and dispose of non-combustible material and combustible material not being burned in accordance with all applicable Laws and Regulations, and
- 2.** Provide an approved disposal area unless otherwise specified.

#### **B. Burning**

- 1.** Dispose of combustible materials by burning only if approved by local and state officials. Only native materials generated by the Work shall be burned.
- 2.** Employ competent workers to perform burning in such a manner and at such locations that adjacent properties, trees and growth to remain, overhead cables and wires, and utilities will not be jeopardized.
- 3.** Do not: leave fires unguarded; burn poison oak, poison ivy or other plants of similar nature; use tires or other combustible waste material to augment burning.
- 4.** Burn combustible materials daily as the work progresses.
- 5.** CONTRACTOR shall be responsible for all damage caused by fires and shall be responsible for obtaining any necessary permits for burning.

### **3.6 Replacement of Materials**

- A.** Remove all paving, sub-paving, curbing, gutters, brick, paving block, and minor structures that are over areas to be filled or excavated.
- B.** Remove and replace bituminous and portland cement concrete in accordance with the appropriate sections of these Specifications.

C. Carefully remove, store, and protect topsoil in accordance with the appropriate sections of this Specification, and the Erosion Control Plan outlined on the Drawings.

D. Properly store and preserve all material to be replaced in a location approved by ENGINEER.

### **3.7 Security**

A. Provide all security fencing and other provisions necessary to maintain a secure and safe site.

**END OF SECTION**



**SECTION 02 20 13**  
**SITE DEMOLITION**

**PART 1 - GENERAL**

**1.1 Summary**

- A. Remove and dispose of all structures and obstructions as shown on the Drawings, as may be encountered, and as specified herein.
- B. Salvage all materials as approved by ENGINEER.

**PART 2 - PRODUCTS**

**2.1 Removal of Materials**

- A. All materials resulting from demolition, except materials that are to be salvaged, shall become the property of CONTRACTOR.
- B. Remove and dispose of non-salvaged material in accordance with all applicable Laws and Regulations.

**PART 3 - EXECUTION**

**3.1 Items to be Salvaged**

- A. See Plans.

**3.2 Non-Salvage Items**

- A. See Plans.

**END OF SECTION**

**SECTION 02 20 23**  
**MINOR DEMOLITION**

**PART 1 - GENERAL**

**1.1 Summary**

- A. Section Includes:
  - 1. Demolishing designated construction.
  - 2. Cutting and alterations for completion of the Work.
  - 3. Protecting items designated to remain.
  - 4. Removing demolished materials

**1.2 Closeout Submittals**

- A. Project Record Documents: Accurately record actual locations of capped utilities, subsurface obstructions.

**1.3 Quality Assurance**

- A. All work under this section shall be performed by workers experienced in this type of work and under full time supervision of a qualified foreman.
- B. Conform to applicable codes for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- C. Conform to applicable codes for procedures when hazardous, regulated, or contaminated materials are discovered.
- D. Obtain required permits from authorities having jurisdiction.
- E. Provide required notices to authorities having jurisdiction.
- F. Perform Work in accordance with Local, State, and Federal standards.

**1.3 Scheduling**

- A. Schedule Work to coincide with new construction.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 Preparation**

- B. Erect and maintain weatherproof closures for exterior openings.
- C. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy. Provide thermal insulation as required to protect existing structures to remain.
- D. Do not close or obstruct building egress path.

### **3.2 Demolition**

- E. Demolish in orderly and careful manner. Protect existing improvements.
- F. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- G. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

**END OF SECTION**

## SECTION 02 30 00

### EARTHWORK

#### PART 1 - GENERAL

##### 1.1 Summary

A. This work shall consist of all earthwork encountered and necessary for construction of the Project as indicated in the Contract Documents and as may be necessary. This shall generally include, but not necessarily be limited to: excavating, backfilling, filling, embankment construction, grading, providing soil material as necessary, compaction of all material, and disposal of excess suitable and unsuitable material.

##### 1.2 References

A. *Standard Specifications For Highways and Bridges*, Maine Department of Transportation (MDOT Specifications), latest edition.

B. *Manual of Accident Prevention In Construction*, issued by Associated General Contractors of America, Inc., latest edition.

C. American Society for Testing and Materials (ASTM) standards as listed herein and as may be applicable, latest editions.

D. American Association of State Highway and Transportation Officials (AASHTO) standards as listed herein and as may be applicable, latest editions.

##### 1.3 Definitions

A. Cohesionless soil materials: gravels, sand-gravel mixtures, sands and gravelly-sands.

B. Cohesive soil materials: clayey and silty gravels, sand-clay mixtures, gravel-silt mixtures, clayey and silty sands, sand-silt mixtures, clays, silts and very fine sands.

C. Satisfactory soils: those complying with the American Association of State Highway and Transportation Officials (AASHTO) M145, Soil Classification Groups A-1, A-2-4, A-2-5, and A-3.

D. Unsatisfactory soils: those complying with AASHTO M145, Soil Classification Groups A-2-6, A-2-7, A-4, A-6, and A-7; also peat and other organic soils.

##### 1.4 Submittals

A. CONTRACTOR shall notify ENGINEER of all sources of material proposed for

incorporation into the Work.

**B.** Material samples shall undergo sieve analysis and moisture density tests (ASTM D1557), Method C or D) at an independent testing laboratory employed by CONTRACTOR and approved by ENGINEER.

**C.** Six copies of all test results shall be submitted to ENGINEER prior to materials being incorporated into the Work.

**D.** Only material meeting the requirements of this Section and appropriate related Sections of these Specifications shall be used in the Work.

**E.** The cost for the above initial testing shall be borne by CONTRACTOR.

**F.** Contractor shall be responsible for any and all public notices to landowners.

## **1.5 Quality Assurance**

**A.** Regulatory Requirements:

**1.** All work shall comply with all applicable Laws and Regulations of authorities having jurisdiction; and

**2.** CONTRACTOR shall secure all necessary permits from, and furnish proof of acceptance by, the municipal and State department having jurisdiction and shall pay for all such permits, except as specifically stated elsewhere in the Contract Documents.

**B.** Line and Grade:

**1.** CONTRACTOR shall establish the lines and grades in conformance with the Drawings and with Section 02 20 00, Site Preparation, of these Specifications, and maintain same to properly perform the work.

## **1.6 Site Conditions**

**A.** Site Information: Any data on indicated subsurface conditions as may be contained in the Contract Documents are not intended as representations or warranties of accuracy or continuity between test pits and/or borings. It is expressly understood that OWNER will not be responsible for interpretations or conclusions drawn therefrom by the CONTRACTOR. Data is made available for the convenience of CONTRACTOR. Additional test pits and other exploratory operations may be made by CONTRACTOR at no cost to the OWNER.

**B.** Existing Utilities: The approximate locations of known buried water lines, sewer

lines, telephone cables, storm drains, culverts, gas mains, electrical conduits, and other utilities are shown on the Drawings. No guarantee is made to the correctness of the locations shown nor to the completeness of the information given.

- 1.** CONTRACTOR shall call DIG-SAFE (Telephone number 1.888.344.7233) prior to the commencement of any Work, and obtain a confirmation number and date and time prior to which no excavation can commence. Confirmation number and date and time that excavation is cleared to commence shall be provided to ENGINEER prior to commencement of any excavation work.
- 2.** Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Repair damaged utilities to the satisfaction of the Utility Owner. The cost of the repair shall be borne by CONTRACTOR.
- 3.** Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided.

#### **1.7 Use of Explosives:**

- A.** Obtain written permission and approval of method from local or governing authority as required before proceeding with blasting. Notify ENGINEER at least 48 hours before intended blasting and do no blasting without ENGINEER's approval. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction.
- B.** All blasting shall be performed in accordance with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., Section 107.12, Use of Explosives, and all Federal, State and local codes. Non-electric blasting caps shall be used in all urban and/or built-up areas unless otherwise approved by ENGINEER.
- C.** CONTRACTOR shall present evidence that his/her insurance includes coverage for blasting operations before doing any blasting work. All parties required to be included as "additional insured" as listed in the Supplemental Conditions of these Specifications shall also be listed as additional insured on the blasting insurance policy.
- D.** CONTRACTOR shall perform a comprehensive pre-blast survey of the buildings, foundations, and/or other structures in the vicinity of the blasting area prior to any blasting work. It is to the CONTRACTOR's advantage to take as many photos, videos, notes, etc. or otherwise as CONTRACTOR deems necessary of surrounding structures and pre-blast conditions to protect himself should a claim of damage arise. ENGINEER has the option to accompany CONTRACTOR during the pre-blast survey.

**E.** Store all explosives in a secure manner, in compliance with all Federal, State, and local Laws and Regulations, and legally mark all such storage places. Storage shall be limited to such quantity as may be needed for the work underway.

**F.** Designate as a **BLASTING AREA** all sites where electrical blasting caps are located and where explosive charges are being placed. Mark all blasting areas within 300 feet of any traveled way with signs as required by law.

**G.** Place signs 300 to 500 feet from each end of the blasting area and leave in place while the above conditions prevail. Immediately remove signs after blasting operations or the storage of caps is over.

**H.** Notify each property owner, each resident, and each public utility having structures in proximity to the site of the work sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property. Such notice shall not relieve **CONTRACTOR** of any of his responsibility for damage resulting from his blasting operation.

**I.** Warn all persons within the danger zone of blasting operations and do not perform blasting work until the area is cleared. Provide sufficient flagmen outside the danger zone to stop all approaching traffic and pedestrians.

**J.** Blasting shall be done under the supervision of experienced blasting technicians employed by **CONTRACTOR**. Maintain accurate records including location of each blast, total explosive weight in each blast, maximum explosive weight per delay (or explosive weight in each blast hole and designation of delay cap used in each hole).

**K.** Blasting shall be so designed and carried out that peak particle velocity does not exceed 2 inches per second at Contract limit line, nor 4 inches per second at new construction or laid utility piping under this Contract. **CONTRACTOR** shall provide seismographic monitoring equipment at adjacent structures to monitor all blasts.

**L.** All rock blasting shall be well covered with heavy mats or timbers chained together and **CONTRACTOR** shall take great care to do no damage to existing buildings, foundations, utilities, glazed areas, and trees to remain.

**M.** **CONTRACTOR** shall exercise the utmost care not to endanger life or property. **CONTRACTOR** shall be responsible for any and all damage resulting from the use of explosives. Any damage caused by blasting operations shall be repaired to the full satisfaction of **ENGINEER** and **OWNER** at no additional cost to **OWNER**.

**N.** Upon completion of the blasting, or earlier if requested by **ENGINEER**, provide a copy of documentation of all above listed items to **ENGINEER**, including pre-blast survey data, records of all blasts, and all monitoring information.

## **PART 2 - PRODUCTS**

### **2.1 Materials**

**A. Aggregate Base:** Aggregate for base shall be screened or crushed gravel of hard durable particles free from vegetative matter, lumps or balls of clay and other deleterious substances. Material shall conform to MDOT “Type A” aggregate base, and shall not contain any stones with a maximum dimension of over two (2) inches. The gradation of that portion passing a 3” square mesh sieve shall conform to the following gradation requirements:

<b>Sieve Designation</b>	<b>% by Weight Passing a Square Mesh Sieve</b>
½ inch	45-70%
¼ inch	30-55%
No. 10	0-20%
No. 200	0-5%

**B. Aggregate Sub-Base:** Aggregate for sub-base shall be screened or crushed gravel of hard durable particles free from vegetative matter, lumps or balls of clay and other deleterious substances. Material shall conform to MDOT “Type D” aggregate sub-base, and shall not contain any stones with a maximum dimension of over six (6) inches. The gradation of that portion passing a 3” square mesh sieve shall conform to the following gradation requirements:

<b>Sieve Designation</b>	<b>% by Weight Passing a Square Mesh Sieve</b>
¼ inch	25-70%
No. 40	0-30%
No. 200	0-7%

**C. Granular Fill:** Granular fill shall consist of well graded granular material free from clay, loam, wood, trash, snow, ice, frozen material, vegetative matter and other objectionable material, containing no rocks with a maximum dimension over six (6) inches. The material shall conform to the following gradation requirements:

<b>Sieve Designation</b>	<b>% by Weight Passing a Square Mesh Sieve</b>
6 inch	100%
¼ inch	30-70%
No. 40	0-70%
No. 200	0-10%



**D. Select Fill:** Select fill shall consist of well graded granular material free from clay loam, wood, trash, snow, ice, frozen material, vegetative matter and other objectionable material, containing no rocks with a maximum dimension over four (4) inches, except where it is to be used as pipe bedding or structure backfill, in which case the maximum rock dimension shall be two (2) inches. The material shall conform to the following gradation requirements:

Sieve Designation	% by Weight Passing a Square Mesh Sieve
4 inch	100%
3 inch	90-100%
½ inch	25-90%
No. 40	0-30%
No. 200	0-7%

**E. Sand:** Sand shall be well graded durable granular material free of organic matter and other objectionable material. The material shall conform to the following gradation requirements:

Sieve Designation	% by Weight Passing a Square Mesh Sieve
3/8 inch	100%
No. 4	95-100%
No. 16	45-80%
No. 50	10-30%
No. 200	0-5%

**F. Screened Stone:** Screened stone shall be a well graded stone consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements:

Sieve Designation	% by Weight Passing a Square Mesh Sieve
1 inch	100%
¾ inch	90-100%
3/8 inch	20-55%
No. 4	0-10%
No. 8	0-5%

**G. Underdrain Backfill Material:** Crushed or uncrushed well graded granular material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements:

Sieve Designation	% by Weight Passing a Square Mesh Sieve
1 inch	100%
¾ inch	90-100%
3/8 inch	0-75%
No. 4	0-25%
No. 10	0-5%

**H. Suitable Material Excavated from Trench:** Suitable material excavated from trench shall be native soil free from loam, clay, foreign materials, organic materials, frozen materials, peat, etc. Material shall also be free from stones or rocks 1 1/2 inches or larger when used as bedding, haunching, or initial backfill for pipelines. Material shall also be free from stones or rocks 12 inches or larger when used as final backfill for pipelines up to subgrade if under paved areas.

**I. Common Borrow:** Approved earth required for the construction of portions of the work as designated and shall be obtained from a source off-site, except as otherwise noted. Common borrow shall be free from deleterious materials, and shall be suitable for embankment construction.

**J. Topsoil:** Topsoil shall consist of friable loam, reasonably free of subsoil, clay lumps, brush, roots, weeds, and other objectionable vegetation. It shall be free of stones and similar objects larger than one (1) inch in any dimension. Also, it shall be free of litter and other materials unsuitable or harmful to plant growth. The quality of the topsoil material shall be subject to approval by ENGINEER.

**K. Rock fill:** Satisfactory on-site excavated rock for use in embankments. Rock fill shall be of that rock which consists of hard, durable rock broken to various sizes that will form a compact embankment with a minimum of voids. It shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

**L. Rip Rap:** Stones shall consist of sound durable rock which will not disintegrate by exposure to water or weather. Either field stone or rough, unhewn quarry stone may be used. Exposed stones shall be angular and as nearly rectangular in cross-section as practicable. Rounded boulders or cobbles will not be permitted. Stone size shall be as listed on the Drawings.

## **2.2 Use of Excavated Material (when applicable)**

- A.** All on site materials shall belong to the OWNER and shall not be removed from the site unless approved by ENGINEER and/or OWNER.
- B.** To the extent they are needed, all suitable materials from the specified excavation may be used in the construction as required backfill, embankments, drains, and slope protection devices (riprap).
- C.** Surplus excavated materials suitable for backfilling or filling operations shall not be wasted but stockpiled for future use as approved by ENGINEER.
- D.** Suitable excavated material or borrow material or a combination of both may be used to backfill excavations under grassed areas and under pavements up to the subgrade elevation.
- E.** Embankment material shall consist of suitable approved common excavation and/or common borrow. Rock excavation may be used as embankment material if it is thoroughly mixed with common excavation and/or common borrow to eliminate voids.
- F.** Excavated rock or stone and boulders segregated from common excavation, may be stockpiled for later use as riprap.

## **PART 3 - EXECUTION**

### **3.1 Inspection**

- A.** Examine the areas and conditions under which excavating, filling, backfilling, and grading are to be performed and notify ENGINEER, in writing, of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

### **3.2 Protection of Existing Items**

- A.** When excavation approaches any existing underground pipes, conduits, or other underground structures of which the approximate locations are shown, discontinue excavation by machinery and proceed with manual excavation until the obstruction(s) is located.
- B.** When excavation is in close proximity to existing buildings and other structures, excavate in such a manner to prevent undermining or disturbing any foundations of structures.
- C.** Utilize sheeting, bracing, sloping, and whatever other precautionary measures that

may be required to meet OSHA safety standards.

**D.** Repair, or have repaired, all damage to existing utilities, structures, pavement, lawns, other public and private properties with damage resulting from construction operations, to the satisfaction of ENGINEER, utility company, and any other affected property owner. This work shall be completed at no additional expense to OWNER.

### **3.3 Excavation**

**A.** Excavation consists of removal and disposal of all material encountered when establishing line and grade elevations required for the execution of the Work.

**B.** Excavation shall be performed to the neat lines and grades as shown on the Drawings or, if not shown, to the extent required to perform the construction safely and satisfactorily to ENGINEER.

**C.** Excavation shall be classified as either earth excavation or ledge excavation.

**1.** Earth excavation consists of removal, hauling and disposal of all earth material encountered in grading the project within the limits of construction including but not limited to native soil or fill, pavement (bituminous and concrete) existing buried pipes, manholes, and catch basins, ashes, loam, clay, saturated soils and swamp muck, debris, organic matter, soft or disintegrated rock or hard pan which can be removed with a backhoe, or a combination of any such materials, including boulders less than one (1) cubic yard in size. Earth excavation shall include the removal and disposal of all earth material encountered in excavating for stream channel diversion, or channel widening or straightening.

**2.** Ledge Excavation shall consist of removal, hauling and disposal of all bedrock and rock material encountered in grading the project within the limits of construction. Ledge includes any natural compound, natural mixture and chemical element required to be excavated that, in the opinion of ENGINEER, can be removed from its existing position and state only by blasting, drilling and blasting, wedging, drilling and wedging, wedging and breaking with power hand tools, or by extending the use of an approved excavating machine beyond normal and design wear and tear. No boulder, ledge, slab or other single piece of excavated material less than two cubic yard in total volume shall be considered to be ledge unless in the opinion of the ENGINEER it must be removed from its existing positions by one of the methods mentioned above. Generally, material that can be moved by a 235 Caterpillar Excavator or D8 Bulldozer with a ripper or equivalent will not be considered ledge.

**a.** Ledge payment lines in trenches is limited to the following: six (6) inches below bottom of pipe and  $\frac{4}{3}$  times outside diameter of the pipe plus 18 inches, but not less than three feet minimum trench width.

**b.** Ledge payment lines in paved, graveled, or seeded areas shall be to the bottom of the base material as shown on the plans or as otherwise specified by ENGINEER.

**c.** When unanticipated rock excavation is encountered in the work, do not perform such work until material to be excavated has been cross-sectioned and classified by ENGINEER.

**D. Additional Excavation:**

**1.** When excavation has reached required subgrade elevations, ENGINEER will make an inspection of the subgrade conditions.

**2.** If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as approved by ENGINEER.

**3.** Removal of unsuitable material and its replacement as approved shall be paid for under bid items for excavation and common borrow. If ample amounts of suitable common excavation are available, this shall be used in place of common borrow and CONTRACTOR shall not be entitled to extra compensation for the backfilling.

**E. Trenching:**

**1.** Excavation shall be performed to the lines and grades as shown on the Drawings or, if not shown, to the extent required to perform the construction safely and to the satisfaction of the ENGINEER.

**2. Trench Widths:**

**a.** Earth - as shown on the Drawings.

**b.** Ledge -  $4/3$  times outside diameter of the pipe plus 18", but not less than 3' minimum trench width; or footing width plus 18".

**3. Trench Depths**

**a.** Earth - as shown on the Drawings.

**b.** Ledge - to 6" below bottom of pipe; or to bottom of footing.

**4.** Open excavation shall be controlled by prevailing conditions and shall, at all times, be confined to the limits prescribed by ENGINEER.

**5.** Unauthorized excavation shall be backfilled to the specified grade with the material previously excavated unless otherwise approved by ENGINEER. Unauthorized excavation, as well as remedial work approved by ENGINEER, shall be at the Contractor's expense.

**6.** CONTRACTOR shall not have any right of property in any suitable materials taken from any excavation. Do not remove any such materials from the construction site unless approved by ENGINEER. This provision shall in no way relieve CONTRACTOR of his obligation to remove and dispose of any material determined by ENGINEER to be unsuitable for backfilling.

**7.** Unsuitable Material:

**a.** If, in the opinion of ENGINEER, the material encountered above the indicated grade shown on the Drawings for excavations is unsuitable material, remove the material to the widths and depths approved by ENGINEER. Replace the unsuitable excavated material with material meeting the requirements of this Section.

**b.** If, in the opinion of ENGINEER, the material encountered at or below the indicated grade shown on the Drawings for excavation is unsuitable material, remove the material to the full depth of the trench and to a minimum depth of 12 inches below the pipe. Replace this material with thoroughly compacted, select fill or crushed stone bedding material.

**c.** All excavated materials designated by ENGINEER as unsuitable shall become the property of CONTRACTOR and disposed of at locations acceptable to or designated by OWNER, at no additional cost to the OWNER.

**G.** Unauthorized Excavation: Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of ENGINEER.

**1.** Unauthorized excavation shall be to the specified grades with the material previously excavated unless otherwise approved by the ENGINEER.

**2.** Unauthorized excavation, as well as remedial work approved by the ENGINEER, shall be at CONTRACTOR's expense.

**H.** Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit.

**I.** Material storage:

1. Stockpile satisfactory excavated materials where approved by OWNER and/or ENGINEER until required for backfill or fill. Place, grade and shape stockpiles for proper drainage and to prevent erosion.
2. Locate and retain soil materials away from edge of excavations.
3. Dispose of excess soil material and waste materials as herein specified.

**J. Shoring and Bracing:**

1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good and serviceable condition.
2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Install shoring and bracing as excavation progresses.
3. Trench Shoring and bracing shall conform to all applicable Laws and Regulations, including all requirements of OSHA.

**K. Dewatering:**

1. To ensure proper conditions at all times during construction, CONTRACTOR shall provide and maintain ample means and devices (including spare units kept ready for immediate deployment in case of breakdowns) with which to intercept and/or remove promptly and dispose of all water entering trenches and other excavations (including surface and subsurface waters).
2. Excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
3. Under no circumstances shall raw sewage be pumped from the trench to the ground surface or storm drain.

### **3.4 Backfill and Fill**

- A.** Backfilling shall consist of replacing material removed to permit the installation of structures or utilities, as indicated in the Contract Documents.
- B.** Filling shall consist of placing material in areas to bring them up to grades indicated on the Contract Documents.
- C.** Place backfill and fill materials in layers not more than eight (8) inches in loose depth for material compacted with heavy compaction equipment, and not more than four (4) inches in loose depth for material compacted by hand-operated tampers, unless

otherwise approved by ENGINEER.

**D.** Place backfill and fill materials evenly adjacent to structures up to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately same elevation in each lift.

**E.** Do not place backfill or fill materials on surfaces that are muddy, frozen, or contain frost or ice.

**F.** Backfill excavations promptly as work permits but not until completion of the following:

1. Inspection, testing and approval by ENGINEER;

2. Locations of underground utilities recorded, which is the responsibility of CONTRACTOR;

3. Removal of trash and debris.

4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.

**G.** In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated materials which was removed in the course of making the construction excavation.

**H.** All fill and backfill under structures and pavement, and adjacent to structures shall be compacted select fill as specified or as indicated on the Drawings.

**I.** All structures (including manholes and catch basins) shall be placed on a 6 inch mat of crushed stone or select fill unless otherwise indicated.

**J.** If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required, and as directed by the ENGINEER.

**K.** All pipes shall be placed on a 6 inch layer of bedding consisting of crushed stone or sand as indicated on the Drawings and as directed by ENGINEER.

### **3.5 Grading**

**A.** CONTRACTOR shall establish the lines and grades in conformity with the Drawings or as approved by ENGINEER and as described in Section 02 20 00, Site Preparation. CONTRACTOR shall maintain the grades by means of suitable stakes or battens, placed as approved, specified, or required by ENGINEER.



**B.** Uniformly grade areas within the limits of work and include adjacent transition areas.

**C.** Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

**D.** Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

**E.** Grading tolerances are as follows:

**1.** Lawn or unpaved areas - finish areas to receive topsoil to within 0.10 feet above or below the required subgrade elevations.

**2.** Pavement - shape surface to within 1/2 inch above or below the required subgrade elevation.

**F.** Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

**G.** ENGINEER may require CONTRACTOR to make adjustments in grades and alignment as are found necessary during the performance of the Work.

### **3.6 Compaction**

**A.** CONTRACTOR shall compact all backfill or fill materials in accordance with these specifications and to the satisfaction of ENGINEER.

**B.** The operation and maintenance of tamping rollers, vibrating rollers, pneumatic tire rollers, tandem rollers, 3-wheeled rollers and other equipment shall be well-suited to the soil type being compacted. CONTRACTOR may select any method of compaction that is suitable to compact each material to the desired density.

**C.** Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship (determined in accordance with ASTM D1557 method C or D).

**1.** Lawn or Unpaved Areas- compact top six inches of subgrade and each layer of backfill or fill material to 95% maximum dry density.

**2.** Walkways - compact top six inches of subgrade and each layer of backfill or fill material to 95% maximum dry density.

**3.** Pavements - compact top 12 inches of subgrade and each layer of backfill or fill material to 95% maximum dry density.

**4. Bedding - compact to 95% maximum dry density.**

**D.** Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compaction operations.

**E.** Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory level.

**F.** Do not mechanically or hand compact material that is too wet, in the opinion of ENGINEER. Do not continue backfilling or filling until the previously placed and new materials have dried sufficiently to permit proper compaction.

**G.** Care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. All voids left by the removal of sheeting shall be completely backfilled with suitable materials and thoroughly compacted.

### **3.7 Testing**

**A.** Testing is specified in section 01 35 13, Soil Testing.

### **3.8 Pavement and/or Chip Seal Removal**

**A.** Excavated existing bituminous pavement and/or chip seal shall be separated from all excavation, hauled to an approved, licensed landfill and stockpiled. Alternately, the pavement and/or chip seal may be crushed, screened (1" to 1-1/2" max.) and applied as the top portion of the aggregate base material, up to 6", when approved by ENGINEER.

### **3.9 Adjusting**

**A.** Repair and re-establish grades to specified tolerances in settled, eroded and rutted areas.

**B.** Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surfaces, reshape and compact to required density prior to further construction.

### **3.10 Cleaning**

**A.** Remove waste materials, including excess and unacceptable excavated material, trash

and debris, and dispose of it in an approved location as approved by ENGINEER and/or OWNER.

**B.** Waste material shall not be disposed of in wetlands without prior approval and the acquisition by CONTRACTOR of all necessary, Federal, State and local permits. Refer to MDOT Specifications, Section 203.06, Waste Areas.

**C.** Suitable excess excavation shall not be removed from the site until approved by ENGINEER.

**D.** Disposal areas shall be graded, seeded, mulched and any other measures take to prevent erosion and siltation of water bodies or streams.

### **3.11 Erosion Control**

**A.** Erosion Control is specified in section 01 51 00, Temporary Erosion Control.

**END OF SECTION**

**SECTION 02 71 00**  
**BITUMINOUS PAVEMENT**

**PART 1 - GENERAL**

**1.1 Work Included**

A. This work shall include all labor and materials necessary for the installation of the bituminous items shown on the drawings. This shall include, but is not limited to, driveways, sidewalks, curbs, etc.

**1.2 References**

A. All work shall be completed in accordance with *Standard Specifications For Highways And Bridges*, as published by the Maine Department of Transportation (MDOT Specifications), latest edition.

**1.3 Submittals**

A. The Contractor shall have copies of all proposed mix designs for review by the Engineers in accordance with section 01 33 00 of these Specifications.

B. Each delivery of bituminous pavement shall be accompanied with a delivery slip for the use of the Engineer. Each slip shall contain the following minimum information: Date, Project, Vehicle, Type of Mix/Material, All applicable weights, Signature of Producer and Seal of Licensed Weighmaster.

**PART 2 - PRODUCTS**

**2.1 Materials**

A. The following mixes, as noted on the drawings, shall conform to the following criteria:

Binder Course: MDOT Bit. Pavement, 2" 12.5mm Nominal  
Surface Course, MDOT Bit. Pavement, 1" 9.5mm Nominal

B. The following information pertains to Asphalt Cement Type:

1. Grade shall meet MDOT and/or AASHTO requirements for the type of pavement being installed.

C. A tack coat shall be applied at all pavement seams, on aggregate base, and between

all lifts.

## **PART 3 - EXECUTION**

### **3.1 Preparation**

#### **A. Pavement removal:**

- 1.** Grind all existing pavement within the project work limits. Remove grindings and deposit in stockpile area shown on the Drawings for use in road reconstruction. Exercise extreme care in the removal of pavement so that remaining pavement will not be unnecessarily disturbed or destroyed.
- 2.** Mechanically cut pavement to be removed in a straight line, unless otherwise approved by the Engineer.
- 3.** When removing pavement under the jurisdiction of the MDOT strictly adhere to all MDOT regulations controlling pavement openings.

#### **B. Preparation of Base:**

- 1.** Base for Bituminous Pavement shall be constructed in accordance with these Specifications.
- 2.** Engineer shall be notified at least 24 hours prior to paving to allow for site inspection. No pavement shall be placed until the base is approved by the Engineer.

#### **C. Surface Preparation:**

- 1. Tack Coat:** Apply to contact surfaces of previously constructed bituminous pavement or portland cement concrete, and surfaces abutting or projecting into the bituminous pavement. Distribute at rate of 0.05 to 0.15 gallons per square yard of surface. The word "surfaces" as mentioned above means vertically cut or existing edges of pavement and/or horizontal surface edges where pavement overlap may occur (feathered edge).
- 2. Overlay over New or Existing Pavement:**
  - a.** Prior to placing the over-lay, the foundation course shall be thoroughly cleaned of all foreign and objectionable material by the use of brooms or brushes, combined with washing with water if necessary.
  - b.** A tack coat of emulsified asphalt, type RS-1 or HFMS-1, shall be

applied to any existing old pavement prior to overlay and/or to any new pavement in place longer than 24 hours or that received traffic of any kind prior to next pavement lift. Application rate shall be approximately 0.02 gallons per square yard within the temperature range specified in MDOT Section 702.05.

**3. Bituminous Curbing:** Prior to placing the curb, the foundation course shall be thoroughly cleaned of all foreign and objectionable material by the use of brooms or brushes, combined with washing with water if necessary. String or chalk lines shall be positioned on the prepared base to provide guide lines. Except for newly-laid bituminous pavements with the surface still tacky and free from dust, a light tack coat of emulsified asphalt or rapid-curing asphalt shall be applied before placing the bituminous curb.

### **3.2 Application**

#### **A. Street, Driveway and Sidewalk Paving:**

- 1.** Place bituminous mixture on prepared surface. Minimum allowable temperature for placing is 225 degrees Fahrenheit. Maximum shall be 325 degrees Fahrenheit. Place by hand in areas inaccessible to paving machine and small areas. Place each course to required grade, cross-slope and compacted thickness.
- 2.** Bituminous pavement plant mix shall not be placed on a wet surface. The pavement shall be constructed only when the air temperature in the shade at the paving location is 40 degrees Fahrenheit or above. Weather conditions shall be otherwise satisfactory for proper handling and finishing of the mixture.
- 3.** The mixture shall be laid upon the properly prepared base course, spread and struck off to the plan grade and elevation.
- 4.** Self-propelled bituminous pavers shall be used where possible to distribute the mixture over such partial width as may be practicable.
- 5.** Immediately after the bituminous mixture has been spread, struck off, and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in the proper condition and when the rolling does not cause undue displacement occurring as the result of the reversing of the direction of a roller or from other caused, shall be corrected at once by the use of a rake or lutes and the addition of fresh mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edge of the bituminous mixture.
- 6.** Any mixture that becomes loose and broken, mixed with dirt or is in any way

defective, shall be removed and replaced with fresh, hot mixture which shall be compacted to conform with the surrounding area. Any area showing an excess of deficiency of bituminous material shall be removed and replaced.

7. The finished surface will be tested using a ten (10) foot straight edge at selected locations. The variation of the surface from the testing edge of the straight edge between any two contacts with the surface shall at no point exceed 1/4". All lumps or depressions exceeding the specified tolerance shall be corrected by removing defective work and replacing it with new material as approved. Regardless of surface tolerances, pavement shall be sloped to allow positive drainage free from puddles.

8. Specifications shall apply when applicable:

- a. 401.07 Weather Limitations,
- b. 401.08 Bituminous Mixing Plant,
- c. 401.09 Hauling Equipment,
- d. 401.10 Bituminous Pavers,
- e. 401.11 Rollers,
- f. 401.12 Conditioning of Existing Surface,
- g. 401.14 Preparation of Aggregates,
- h. 401.15 Mixing,
- i. 401.16 Spreading and finishing,
- j. 401.17 Compactions,
- k. 401.18 Joints,
- l. 401.20 Surface Tolerances

### 3.3 Testing

A. Testing in accordance with MDOT Division 400.

B. Compaction: 93% using the Theoretical Maximum Density (TMD) for all machine placed courses.

C. Take core samples daily and test.

D. Fill all core holes with tack coat and mix.

### **3.4 Protection**

A. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened to the extent that the pavement will not be damaged.

**END OF SECTION**



**SECTION 02 72 00**  
**PAVEMENT MARKING**

**PART 1 - GENERAL**

**1.1 Work Included**

A. This work shall include, but not necessarily be limited to, providing all labor, materials and equipment to lay out and paint pavement markings as may be shown on the Drawings.

**1.3 References**

A. *Standard Specifications for Highways and Bridges*, Maine Department of Transportation, latest edition.

B. Manual for Uniform Traffic Control Devices, latest edition.

**PART 2 - PRODUCTS**

A. Products shall conform to MDOT Standard Specifications for Highways and Bridges, latest edition.

**PART 3 - EXECUTION**

A. Pavement markings shall be installed according to MDOT Standard Specifications for Highways and Bridges, latest edition.

**END OF SECTION**

## SECTION 02 92 00

# LOAMING, SEEDING AND MULCHING

### PART 1 - GENERAL

#### 1.1 Summary

A. This work shall include, but is not necessarily limited to, providing, installing, and maintaining all loam, grass seed, and mulch, in addition to preparation of subgrade in areas to receive topsoil and cleaning up after the work is complete.

#### 1.2 Submittals

A. Samples of material shall be submitted for inspection and approval upon ENGINEER's request. Analyses shall be certified by the manufacturer, dealer or testing laboratory, whichever is appropriate. Samples shall include the following:

1. Commercial Fertilizers - 1-lb. bag showing analysis;
2. Ground Limestone - 1-lb. bag showing analysis;
3. Topsoil - 1/2 cu.yd. from each source, including test samples showing any amendment recommendations from soils laboratory; and
4. Seed - 1 pint/test lot showing analysis.

#### 1.3 Quality Assurance

A. All work under this Section shall be performed by workers experienced in this type of work and under the full time supervision of a qualified foreman.

#### 1.4 Testing

A. If required by the Engineer, have soil samples tested for pH, N, with recommendations for lime and fertilizing. Testing shall be performed by a laboratory approved by ENGINEER.

#### 1.5 Storage of Material

A. Deliver material to the site in original unopened packages showing weight, manufacturer's name and guaranteed analysis.

B. Store materials in such a manner that their effectiveness and usability will not be

diminished or destroyed and shall be uniform in composition, dry unfrozen and free-flowing. ENGINEER reserves the right to reject any material which has become damaged or does not meet specified requirements.

## **PART 2 - PRODUCTS**

### **2.1 Topsoil**

**A.** Suitable stockpiled topsoil previously removed from the project site shall be reused in this Contract at no additional cost to OWNER. If additional topsoil is required for the Work of this Section, it shall be from approved off-site sources. Provide topsoil for seeding of all disturbed areas within or outside the Contract limit line.

**B.** Topsoil borrow shall be a natural, fertile, friable loam, typical of cultivated topsoils of the locality, containing at least 5% and not more than 20% organic matter. Topsoil shall be taken from a well-drained, arable site and shall be good, rich, uniform grade without admixtures of subsoil, stones, earth, clods, sticks, stumps, clay, lumps, roots or other objectionable extraneous matter or debris.

**C.** Before any topsoil is delivered to the site, submit a sample of one-half cubic yard of topsoil from each source of supply for ENGINEER's inspection and approval. Delivery may begin upon such approval. The approved sample shall be stored on the site until the supply from its source is exhausted or until no more topsoil is required.

**D.** Representative samples of stockpiled topsoil and topsoil borrow shall be tested for acidity, fertility and general texture by a recognized commercial or government agency. Furnish copies of the testing agency's report of findings and recommendations to ENGINEER.

**E.** CONTRACTOR shall make any and all additions to or amendments to topsoil as required to remedy any deficiency shown in these tests.

**F.** No topsoil shall be delivered in a frozen or muddy condition.

### **2.2 Topsoil Additives**

**A. Commercial Fertilizers:** Shall be a complete fertilizer and shall be a standard product complying with all applicable state and federal fertilizer laws. Fertilizer shall be delivered to the site in original, unopened containers which shall bear the manufacturer's name and guaranteed statement of analysis. Fertilizer shall contain not less than 10% nitrogen, 10% phosphorus, and 10% potash by weight of ingredients or as otherwise indicated by topsoil test results. At least 40% by weight of the nitrogen content of the fertilizer shall be derived from organic materials.

**B. Superphosphate:** Shall be finely ground phosphate rock as commonly used for agricultural purposes and shall contain not less than 18% available phosphoric acid.

**C. Ground Limestone:** Shall be dolomitic limestone and contain not less than 85% of total carbonates and magnesium and shall be ground to such fineness that 50% will pass through a 100-mesh sieve and 90% will pass through a 20-mesh sieve. Coarser material will be accepted provided the specified rates of applications are increased proportionately on the basis of quantities passing the 100-mesh sieve.

**D. Water:** Shall be furnished by CONTRACTOR and shall be suitable for irrigation and free from ingredients harmful to plant life. Hose, sprinklers, and all other watering equipment required for the work shall be furnished by CONTRACTOR.

### **2.3 Seed**

**A.** Seed mixture shall be fresh, clean, new crop seed. Seed may be mixed by an approved method on the site or may be mixed by the dealer. If the seed is mixed on the site, each variety shall be delivered in the original containers bearing the dealer's guaranteed analysis. If seed is mixed by the dealer, CONTRACTOR shall furnish to ENGINEER the dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.

**B.** Seed shall be purchased from a recognized distributor and shall be composed of the varieties and mixed in the proportions specified herein. Seed shall test to minimum percentages of purity and germination specified.

**C.** Each variety of seed shall have a percentage of germination of not less than 80, a percentage of purity of not less than 85 and shall have no more than one percent of weed content.

**D.** Seed mixture shall be Scott's Family Mix or approved equal.

### **2.4 Mulch**

**A.** New crop dry hay or straw relatively free of seed weed or other approved mulch if mechanical method is used.

**B.** Hydro Mulch Fibers (if hydraulic spray method is used) as approved by the Engineer.

## **PART 3 - EXECUTION**

### **3.1 Coordination of Work**

A. Coordinate work with that of other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of the work.

### **3.2 Preparation of Subgrade**

A. After ENGINEER's acceptance of subgrade work performed under the Earthwork or other Sections of these Specifications, complete whatever additional grading is necessary to bring the sub-grade to a true, smooth slope parallel with and, except where otherwise indicated, four (4") inches below grade for all areas to receive top-soil. Other sub-grades shall be as indicated. All areas to receive topsoil shall be compacted to a maximum dry density of 90%.

B. Immediately before placing topsoil, use a harrow or other equipment to loosen and scarify the surface of the subgrade to a depth of 3". Subgrade shall be inspected and approved by ENGINEER before placing of topsoil.

C. Provide and set sufficient grade stakes as determined by ENGINEER to insure correct line and grade of finish grade.

### **3.3 Placing Topsoil**

A. Place and spread topsoil over approved areas to a depth that will equal at least 4 inches after natural settlement and light rolling. Final topsoil surface shall conform to the lines, grades and elevations indicated and shall assure proper drainage in an uninterrupted pattern free of hollows and pockets.

B. After topsoil has been spread, prepare it carefully by scarifying or harrowing and raking. Remove all clumps or lumps of soil, brush, roots, stumps, litter and other foreign material, and stones over 1" in diameter and dispose of legally off the site. Topsoiled areas shall also be free of smaller stones in excessive quantities as determined by ENGINEER. Roll the entire surface with a hand roller weighing a minimum of 100 pounds per foot of width. During the rolling, fill all depressions caused by settlement with additional topsoil and then re-grade and roll until the surface presents a smooth, even and uniform finish and is up to the required grade.

### **3.4 Application of Topsoil Additives**

A. Fertilizers: Apply commercial fertilizer and work thoroughly into the topsoil in two (2) applications. The first application shall be within one week before the seeding, at the rate of twenty-five (25) pounds per thousand square feet, harrowed into the top 2" of seed bed. The second application shall be as determined by the test results.

B. Superphosphate: Apply superphosphate to the topsoil with the first application of commercial fertilizer at the rate of 20 pounds per thousand square feet or at the rate

determined from the test results.

**C. Limestone:** After the topsoil has been spread, and graded, and if recommended as a result of the soil analysis, apply ground limestone at the rate of 100 pounds per one thousand square feet or at the rate recommended by the testing laboratory.

### **3.5 Seeding Season**

**A.** Seed shall not be placed before April 15 or after September 15.

**B.** All seeding completed between June 15 and August 15 must be continuously watered according to good practice to insure seeds will not dry out.

**C.** Seeding at any other times shall be allowed only when ordered by the Engineer to control erosion or when the CONTRACTOR submits a written request for permission to do so and permission is granted by the ENGINEER.

### **3.6 Sowing of Seed**

**A. Mechanical Method:** Immediately before any seed is sown, the ground shall be scarified, harrowed and raked until the surface is smooth, friable and of uniformly fine texture. No seeding shall be done during windy weather. Sow seed in two directions at right angles to each other. Sow the seed evenly with approved seeding device at the rate of four (4) pounds per 1000 square feet. Cover seed with a thin layer of topsoil by light raking or other approved method. Compact the seed bed immediately after or during seeding with a hand roller, or other equipment approved by ENGINEER.

**B. Hydraulic Method:** at the option of the Contractor, the specified seed, fertilizer, mulch and water may be applied in accordance with MDOT 618.07. No seeding shall be done during windy weather.

### **3.7 Mulching**

**A.** Immediately after seeding, cover the entire seeded area with mulch of the type specified herein at the rate of one to two tons per acre. Distribute mulch evenly and do not leave large gaps or mats.

**B.** Mulch may be applied by hand or with a mulch blower. Cellulose mulch may be applied by hydroseeder if approved by ENGINEER.

**C.** Immediately after or during mulching operation, apply a mulch binder to prevent mulch from blowing. Apply at rates approved by ENGINEER.

### **3.8 Watering**

A. Water newly seeded areas daily or as necessary to supplement natural rainfall to maintain moisture to a minimum depth of 5".

B. Use a fine spray that will not disturb the soil surface or the seed. Do not apply water at a rate that causes runoff.

C. Suitable water for planting and maintenance of lawns shall be provided by CONTRACTOR. CONTRACTOR shall provide all necessary watering equipment.

### **3.9 Maintenance**

A. CONTRACTOR shall be responsible for each seeded area until it is accepted as hereinafter specified and for a period of one year thereafter.

B. Maintenance shall begin immediately after each area is seeded and shall continue in accordance with the following requirements.

C. Maintenance shall consist of providing protection by erecting necessary signs and mowing barriers and by repairing damaged areas as approved by ENGINEER. Damaged areas and areas which do not produce a satisfactory stand of grass shall be repaired to re-establish the condition and grade of the area prior to the original seeding and then re-fertilized, reseeded and re-mulched as specified for the original work as many times as necessary to produce a minimum 90% catch rate. Prior to acceptance, damage resulting from erosion, gulleys, washouts, or other causes shall be repaired by filling with topsoil, tamping, re-fertilization, and reseeded and mulching.

### **3.10 Inspection for Acceptance and Cleanup**

A. Upon written request by CONTRACTOR, ENGINEER shall inspect all seeded areas to determine completion of Contract work. This request must be submitted at least ten (10) days prior to the anticipated date. The seeded areas will become acceptable when they show a uniform, thick, well-developed stand of grass with a minimum 90% catch rate.

B. ENGINEER's inspection shall determine whether the seeded areas are acceptable or not.

C. Any deficiencies found by the ENGINEER shall be corrected by the CONTRACTOR before acceptance of the seeded areas.

**END OF SECTION**