

**MAINE BUREAU OF PARKS AND  
LANDS**

**PROJECT MANUAL**

**For**

**Renovation of**  
**Toddy Pond Boat Launch**  
**Orland, Maine**

**Issued for Bid**

**May 2, 2024**

**PINNACLE HILL**  
**ENGINEERING**

**PROJECT MANUAL**  
**For**  
**Renovation of**  
**Toddy Pond Boat Launch**  
**Orland, Maine**

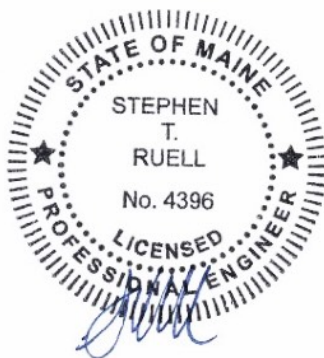
BGS Project: 3600

*Prepared for:*

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

**BUREAU OF PARKS AND LANDS**

*Prepared by:*



**Pinnacle Hill Engineering**

**33 Pinnacle Road**

**Canaan, Maine 04924**

**Email: [PinnacleHillEngineering@gmail.com](mailto:PinnacleHillEngineering@gmail.com)**

**(207)858-5349**

**00 01 10**  
**Table of Contents**

**Division 00 – Procurement and Contracting Requirements**

<i>Section name</i>	<i>number of pages</i>
<b><u>INTRODUCTORY INFORMATION</u></b>	
00 01 01 Project Title Page .....	1
00 01 10 Table of Contents .....	2
<b><u>PROCUREMENT REQUIREMENTS</u></b>	
<b>00 10 00 SOLICITATION</b>	
<b>00 11 00 Advertisements and Invitations</b>	
00 11 12 Legal Advertisement .....	1
00 11 13 Notice to Contractors for Email Bid .....	2
<b>00 20 00 INSTRUCTIONS FOR PROCUREMENT</b>	
<b>00 21 00 Instructions</b>	
00 21 13 Instructions to Bidders .....	3
<b>00 40 00 PROCUREMENT FORMS AND SUPPLEMENTS</b>	
<b>00 41 00 Bid Forms</b>	
00 41 13 Contractor Bid Form .....	2
<b>00 43 00 Procurement Form Supplements</b>	
00 43 13 Contractor Bid Bond Sample .....	2
<b><u>CONTRACTING REQUIREMENTS</u></b>	
<b>00 50 00 CONTRACTING FORMS AND SUPPLEMENTS</b>	
<b>00 52 00 Agreement Forms</b>	
00 52 13 Construction Contract Sample .....	4
<b>00 60 00 PROJECT FORMS</b>	
<b>00 61 00 Bond Forms</b>	
00 61 13.13 Contractor Performance Bond Sample .....	2
00 61 13.16 Contractor Payment Bond Sample .....	2
<b>00 62 00 Certificates and Other Forms</b>	
00 62 76 Application for Payment Form .....	3
<b>00 63 00 Clarification and Modification Forms</b>	
00 63 46 Construction Change Directive Form .....	1
00 63 63 Change Order Form .....	3

**00 01 10**  
**Table of Contents**

<i>Section name</i>	<i>number of pages</i>
<b>00 70 00 CONDITIONS OF THE CONTRACT</b>	
<b>00 71 00 Definitions</b>	
00 71 00 Definitions .....	6
<b>00 72 00 General Conditions</b>	
00 72 13 General Conditions .....	22
<b>00 73 00 Supplementary Conditions</b>	
00 73 46 Wage Determination Schedule .....	1
 <b>Division 01 – General Requirements</b>	
 <b>01 00 00 GENERAL REQUIREMENTS</b>	
 <b>01 01 00 Summary of Work</b>	
01 01 00 Work Covered by Contract Documents .....	3
 <b>01 34 00 Submittal Procedures</b>	
01 34 00 Submittals .....	2
 <b>01 56 00 Environmental Management Procedures</b>	
01 56 00 Environmental Management .....	2
 <b>Appendix A – Plans</b>	
 <b>Sheet 1 Site Plan .....</b>	<b>1</b>
<b>Sheet 2 Entrance Driveway Pavement .....</b>	<b>1</b>
<b>Sheet 3 Ramp Plan and Profiles .....</b>	<b>1</b>
<b>Sheet 4 Ramp Details.....</b>	<b>1</b>
<b>Sheet 5 Specifications .....</b>	<b>1</b>
<b>Sheet 6 4x10 Panel Specs.....</b>	<b>1</b>
 <b>Appendix B – Reference Documents</b>	
 <b>Permits .....</b>	<b>8</b>

**00 11 12**

**Legal Advertisement**

NOTICE TO CONTRACTORS  
INVITATION FOR BIDS

The Department of Agriculture, Conservation & Forestry is conducting a competitive bid process for the renovation of the boat launch at Toddy Pond in Orland, Maine. Bids will be opened and read aloud by the Bureau of General Services at 2:00 p.m. on July 11, 2024

Project will include dewatering and renovation of the existing boat ramp and partial replacement of the existing driveway pavement.

The detailed *Notice to Contractors* is on the Bureau of General Services website: <https://www.maine.gov/dafs/bgs/business-opportunities> .

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

**Renovation of Toddy Pond Boat Launch**

BGS project PT#3600

*Renovation of the boat launch ramp by dewatering the ramp area, then removing and replacing 1300 sq.ft of precast concrete panels, and installing associated rip rap and concrete mat system. Replace the deteriorated clash-alt pavement of the Entrance Driveway approximately 2800 sq.ft.*

The cost of the work is approximately \$ 150,000. The contract shall designate the Substantial Completion Date on or before *October 15, 2024*, and the Contract Final Completion Date on or before *December 31, 2024*.

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 Thursday, July 11, 2024**. The email subject line shall be marked "**Bid for BGS PT#3600 Toddy Pond Boat Launch**". 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: Joseph H. Ostwald, Director, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 04333-0077, BGS.Architect@Maine.gov.
  
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*.  
*Pinnacle Hill Engineering*  
*Steve Ruell*  
*PinnacleHillEngineering@gmail.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.  
*10:00 AM, July 2, 2024*  
*Toddy Pond Boat Launch, Orland, ME*  
  
*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 *June 4, 2024* and may be obtained *at no cost* from:  
*Bureau of General Services website*
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**

**Maine Dept. of Agriculture, Conservation and Forestry  
Bureau of Parks and Lands, Boating Facilities Program**

**RENOVATION of TODDY POND BOAT LAUNCH**

BGS project number 3600

Bid Form submitted by:

Bid Administrator:

*insert name of person receiving bids*

BGS.Architect@Maine.gov

Bureau of General Services

111 Sewall Street, Cross State Office Building, 4th floor

77 State House Station

Augusta, Maine 04333-0077

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 **Renovations of Toddy Pond Boat Launch** Project Manual dated May 2, 2024, prepared by Pinnacle Hill Engineering, as well as Specifications, Drawings, and any Addenda, the form of contract, and the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

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

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

**State of Maine  
CONSTRUCTION CONTRACT**

**Large Construction Project**

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

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

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

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

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

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

**ARTICLE 1 COMPENSATION AND PAYMENTS**

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

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





**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**  
**Construction Change Directive**

**Project name**  
 location / school / campus

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

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

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

<b>CCD Item</b>	Type name of CCD 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>Method of Compensation</b>	Select from drop down box...	<b>Projected Total Cost</b>	<b>\$0</b>
<b>Supporting Documentation</b>	is attached	<b>Projected Calendar Days*</b>	<b>0</b>

\* Calendar Days refers to Contract Final Completion Date only.

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

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

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

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

-----  
 signature date

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

-----  
 signature date

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

-----  
 signature date

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

-----  
 signature date

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

-----  
 signature date



**State of Maine**  
**CONSTRUCTION CONTRACT**  
**Change Order**

**Project name**  
location / school / campus

Change Order Number: **1**

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

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

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

**Cost Change**

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

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

**Time Change**

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

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

**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.*

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

-----  
signature date

**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;

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

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.



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

- 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.

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

Table of Contents of this General Conditions Section

1. Preconstruction Conference .....2

2. Intent and Correlation of Contract Documents.....2

3. Additional Drawings and Specifications .....3

4. Ownership of Contract Documents .....3

5. Permits, Laws, and Regulations .....3

6. Taxes .....4

7. Labor and Wages.....4

8. Indemnification .....5

9. Insurance Requirements .....5

10. Contract Bonds.....6

11. Patents and Royalties .....7

12. Surveys, Layout of Work .....7

13. Record of Documents.....7

14. Allowances .....8

15. Shop Drawings .....8

16. Samples .....8

17. Substitutions .....8

18. Assignment of Contract.....9

19. Separate Contracts.....9

20. Subcontracts .....10

21. Contractor-Subcontractor Relationship .....10

22. Supervision of the Work.....11

23. Observation of the Work .....11

24. Consultant's Status.....12

25. Management of the Premises .....12

26. Safety and Security of the Premises .....13

27. Changes in the Work .....14

28. Correction of the Work.....15

29. Owner's Right to do Work.....16

30. Termination of Contract and Stop Work Action .....16

31. Delays and Extension of Time .....17

32. Payments to the Contractor .....18

33. Payments Withheld .....19

34. Liens .....19

35. Workmanship .....19

36. Close-out of the Work .....20

37. Date of Completion and Liquidated Damages .....21

38. Dispute Resolution .....21

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

1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner and Consultant. The purpose of this conference is as follows.
- 1.1.1 Introduce all parties who have a significant role in the Project, including:  
Owner (State agency or other contracting entity)  
    Owner's Representative  
Consultant (Architect or Engineer)  
    Subconsultants  
    Clerk-of-the-works  
Contractor (GC)  
    Superintendent  
    Subcontractors  
Other State agencies  
Construction testing company  
Commissioning agent  
Special Inspections agent  
Bureau of 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.

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

3. Additional Drawings and Specifications

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

4. Ownership of Contract Documents

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

5. Permits, Laws, and Regulations

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

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

6. Taxes

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

7. Labor and Wages

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

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

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

7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.

7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

#### 8. Indemnification

8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all damages, liabilities, and costs, including reasonable attorney's fees, and defense costs, for any and all injuries to persons or property, including claims for violation of intellectual property rights, to the extent caused by the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Agreement. The Contractor shall not be liable for claims to the extent caused by the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.

8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

#### 9. Insurance Requirements

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

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

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

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

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

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

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

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

Any one accident or loss .....	\$500,000
--------------------------------	-----------

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

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

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

**10. Contract Bonds**

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

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

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.



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

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

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

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.

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

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.

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

- 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.

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

- 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.

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

- 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.

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

- 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

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

- 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.



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

- 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,

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

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

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

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

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

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.

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

- 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.

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

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

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

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

**38. Dispute Resolution**

**38.1 Mediation**

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

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

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

38.2 Arbitration

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

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

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

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

**00 73 46**  
**Wage Determination Schedule**

**PART 1- GENERAL**

**1.1 Related Documents**

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

**1.2 Summary**

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

**1.3 Requirements**

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

**PART 2 - PRODUCTS (not used)**

**PART 3 - EXECUTION (not used)**



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

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

**2024 Fair Minimum Wage Rates -- Highway & Earth Hancock County**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$32.25	\$4.33	\$36.58
Bulldozer Operator	\$28.00	\$5.85	\$33.85
Carpenter	\$27.50	\$6.20	\$33.70
Cement Masons And Concrete Finisher	\$22.67	\$2.21	\$24.88
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$26.00	\$3.81	\$29.81
Construction Laborer	\$22.75	\$2.61	\$25.36
Crane And Tower Operators	\$33.93	\$9.47	\$43.40
Crushing Grinding And Polishing Machine Operators	\$23.00	\$5.21	\$28.21
Drywall And Ceiling Tile Installers	\$26.20	\$10.62	\$36.82
Earth Drillers - Except Oil And Gas	\$21.29	\$2.53	\$23.82
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$33.64	\$18.07	\$51.71
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$23.00	\$3.74	\$26.74
Excavator Operator	\$29.75	\$5.10	\$34.85
Fence Erectors	\$20.00	\$0.00	\$20.00
Flaggers	\$18.00	\$0.34	\$18.34
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.00	\$6.21	\$33.21
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$22.61	\$12.50	\$35.11
Hazardous Materials Removal Workers	\$21.50	\$1.54	\$23.04
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.46	\$37.46
Heavy And Tractor - Trailer Truck Drivers	\$23.49	\$4.44	\$27.93
Highway Maintenance Workers	\$19.00	\$0.00	\$19.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$24.05	\$3.59	\$27.64
Ironworker - Ornamental	\$27.75	\$4.50	\$32.25
Light Truck Or Delivery Services Drivers	\$19.00	\$0.33	\$19.33
Millwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$22.30	\$8.71	\$31.01
Operating Engineers And Other Equipment Operators	\$22.00	\$1.09	\$23.09
Paver Operator	\$27.03	\$13.80	\$40.83
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.43	\$32.93
Plumbers Pipe Fitters And Steamfitters	\$30.00	\$5.87	\$35.87
Pump Operators - Except Wellhead Pumps	\$31.49	\$32.08	\$63.57
Radio Cellular And Tower Equipment Installers	\$26.00	\$3.77	\$29.77
Reclaimer Operator	\$22.61	\$12.50	\$35.11
Reinforcing Iron And Rebar Workers	\$22.67	\$25.11	\$47.78
Riggers	\$31.25	\$7.68	\$38.93
Roofers	\$24.00	\$3.35	\$27.35
Screed/Wheelman	\$25.55	\$3.59	\$29.14
Sheet Metal Workers	\$25.25	\$5.68	\$30.93
Structural Iron And Steel Workers	\$30.04	\$7.22	\$37.26
Tapers	\$28.00	\$1.71	\$29.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$28.33	\$6.08	\$34.41
Telecommunications Line Installers And Repairers	\$26.00	\$4.83	\$30.83
Tile And Marble Setters	\$27.75	\$6.73	\$34.48

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


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

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

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

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

**A true copy**

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

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

## **SECTION 01010 – SUMMARY OF WORK**

### **PART 1 - GENERAL**

The work includes, the following major work items and any incidentals necessary.

- 1.0 Work items include the following plus related and incidental items required to make a complete and functional facility.
  - A. Provide construction temporary facilities and erosion control measures.
  - B. Install a cofferdam to dewater the ramp work area to expose the damaged ramp and the adjacent lake bottom.
  - C. Remove the existing precast concrete panels as shown
  - D. Expose, realign and repair the existing steel rail system under the panels, including installing steel tube reinforcement across the ends of the rails.
  - E. Repair the subbase gravel fill and the erosion under the lower end of the ramp.
  - F. Reconstruct the precast panel ramp using panels supplied by the Owner,
  - G. Install the apron protection at the lower end of the ramp using stone fill, concrete block mat and rip rap.
  - H. Remove the cofferdam and erosion control measures.
  - I. Repave the entrance driveway as shown, after the ramp work has been completed and heavy equipment has left the site.
  - J. Vault Toilet:
    1. The existing vault toilet will be discontinued. The Owner will be engaging a commercial port-a-john service in the future.
    2. Work includes:  
Contractor shall have the tank contents removed and disposed of properly.  
Demolish and dispose of the existing vault toilet structure including the concrete vault tank.
    3. Replace the culvert and approach sidewalk.
    4. See Notes A.g. on Sheet 5 for more details
  - K. All labor, materials, and equipment are supplied by the Contractor except precast panels and planks will be furnished by the Owner. Unless other arrangements are made assume that they will be picked up and

transported by the Contractor from the Owner's maintenance facility at 1009 Brunswick Rd (Rte 201), Richmond, Maine. The Owner will load the trucks with their equipment.

- L. Loam, seed, and mulch all disturbed lawn areas.
- M. Clean up site and leave in as-found or better condition.
- N. Repair all damage to existing facility and public roads caused by Contractor.

## 1.1 COORDINATION

- A. The Owner's Representative for the project shall be kept informed of activities and schedules, and shall be responsible to coordinate with the Contractor.
- B. Notify the Owner's Representative and the Engineer of questions or adjustments needed to the Contract Documents if found. Do not proceed until instructed by the Owner's Representative. Changes in the Contract shall be recorded whether or not affecting the price and schedule.
- C. The Owner's Representative will direct the Contractor on items not shown in these plans such as details of site grading.
- D. The facility will be closed to the public during the construction. Plan and sequence operations to avoid disruption to extent practical. Confine work and stored materials to work areas designated by the Owner's Rep.
- E. Coordinate with the Owner's Representative and other staff on schedules and outages.

## 1.1 CONTRACTOR USE OF SITE

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

Use barricades or other protective devices to warn the public and facility employees of any hazard.

Provide sanitary and other temporary facilities for the construction personnel, as needed or required.

Provide temporary electricity for own use, if needed.

Provide the correct survey layout of the work (lines and grades), from plans.

Restrict the work area as possible to avoid unnecessary disturbance of adjacent areas, as established on site by the Owner. Do not go onto or disturb neighboring property except with permission of those landowners.

Repair any damage caused by Contractors operations to roads and parking areas.

Store and secure equipment and materials in a neat and organized manner for after work hours.

Construction equipment and materials should not be parked or stored where they will block use of the roadways. Minimize and restore any damage to trees, vegetation and grass areas.

Control and remove rubbish, or other debris.

- 1.2 Payment will be full compensation for materials, equipment, labor, transportation, and mobilization expenses.

END OF SECTION

## **SECTION 01 33 00      CONTRACTOR SUBMITTALS**

### **1.0 ITEMS REQUIRED FOR SUBMITTAL**

Concrete mat system

### **1.1 SHOP DRAWING AND SUBMITTALS PROCEDURE INSTRUCTIONS**

The following procedure will apply to all submittals received from contractors and vendors:

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

1. The Contractor will designate, monitor, and maintain a specific email address for project correspondence.
2. All submittals shall be submitted as pdf file attachments to the Owner and Engineer via the following email recipients:

[heather.seiders@maine.gov](mailto:heather.seiders@maine.gov)

[PinnacleHillEngineering@gmail.com](mailto:PinnacleHillEngineering@gmail.com)

Such other parties as designated by the Owner and Engineer

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

### **1.2 RECORD INFORMATION**

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

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

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

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

END OF SECTION

## SECTION 01 56 00 – ENVIRONMENTAL MANAGEMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

Drawings and the Contract apply to work of this section. Permits obtained by the Owner or the Contractor shall apply.

#### 1.2 DESCRIPTION OF WORK

Environmental management control is needed to prevent soil erosion and pollution of water bodies and wetlands. The Contractor is responsible for selection and installation of products and systems to prevent soil erosion and turbidity from entering Toddy Pond for disturbed soil areas as a result of his work.

Turbidity curtains will be required to capture silt and turbidity from the ramp work site.

A cofferdam will be required so that the ramp area can be dewatered during repairs. Pump water from the cofferdam to an upland level spreader that will treat the discharge per Best Management Practices.

#### 1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the more stringent of the following: local, state and federal governing regulations regarding water quality and disposal of excavated material, and the Maine DOT Standard Specifications, latest edition.
- B. Codes and Standards: Comply with the requirements of the “Maine Erosion and Sediment Control Practices Field Guide for Contractors”.  
[http://www.maine.gov/dep/land/erosion/escbmps/esc\\_bmp\\_field.pdf](http://www.maine.gov/dep/land/erosion/escbmps/esc_bmp_field.pdf)
- C. Submittals: Erosion Control Plan  
Provide a written submittal that shows how the Contractor plans to control sediment and for the cofferdam design and construction. Furnish samples, manufacturers' product data, test reports, and materials' certifications substantiating that materials comply with the specified requirements.
- D. The Owner's Representative shall be informed at the start of the Cofferdam dewatering and again at the flooding step. Do not begin flooding until the Owner and Engineer have made a final inspection of the ramp repairs and approved the work.

### PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Silt Fences and turbidity curtains shall be commercial products manufactured for the purposes and installed in accordance with best practices.
- B. This specification does not limit the materials and products that the Contractor may use if they will achieve the environmental management goals.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Use imported clean gravel and washed stone in the new work to reduce and minimize siltation and sediment transport to the waterbody. Silt Curtain is not anticipated to be required unless excavation of existing ramp fill encounters unfavorable existing soil conditions.

If that occurs then be prepared to install and maintain a temporary silt barrier during excavation and until the new surface has been placed. Install in accordance with manufacturers' recommendations.

- B. Hay Bale Dikes: Have available and be prepared to install and maintain where necessary, prior to beginning earthmoving operations.

### 3.2 MAINTENANCE

- A. The Contractor shall remove the accumulated sediment from the silt fences and hay bale dikes when the capacity is reduced by 20% and upon stabilization of the project site.
- B. Temporary mulch shall be removed upon completion of the permanent soil erosion control measure.
- C. Contractor shall water, and maintain grassed areas.
- D. Follow BMP Handbook for all disturbed soil areas caused by Contractor.

### 3.3 INSPECTION

- A. The Contractor shall assign one individual to inspect and maintain the environmental management measures, throughout the project period.
- B. The Contractor shall inspect all the environmental management measures at least once per week and immediately following rainstorms or other periods of heavy runoff.



- C. The Contractor shall maintain sufficient manpower and resources to effect repairs to damaged environmental management measures within 12 hours.

#### 3.4 REMOVAL

Do not remove erosion prevention measures until vegetation has become well established or the final rip rap or pavement has been installed.

Completely remove the cofferdam and turbidity curtain from the pond and shoreline the pond

END OF SECTION

## **APPENDIX A    Plans**

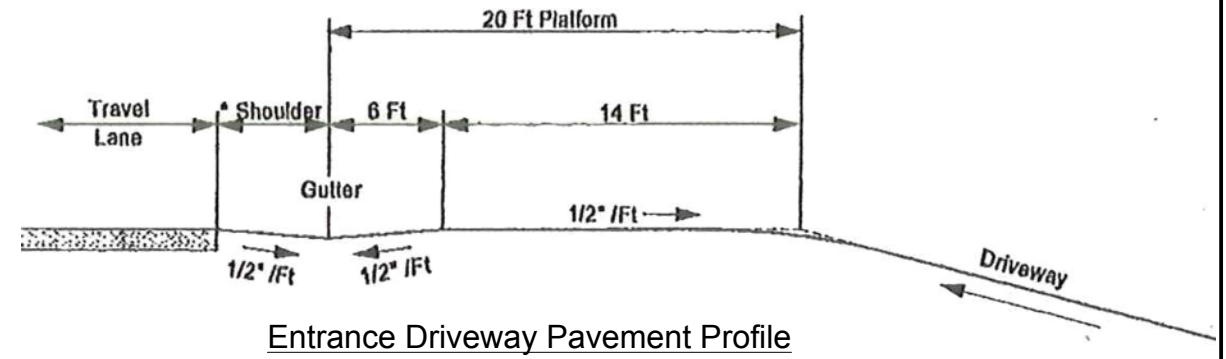




**Pavement Specifications:**

- 1. Contractor is responsible for traffic control and coordination with highway officials.
- 2. Schedule work to minimize blocking the usage of Boat Launch facility, Coordinate with Owner,
- 3. Post signage announcing closure at least one week prior to closing facility. Provide barricades to block usage on the evening of the day prior to starting work. Complete work in expeditious manner to minimize outage.
- 4. Remove existing pavement within the limits shown and remove from site. Recycle the material as reclaimed asphalt.
- 5. Grade and recompact the existing subbase. Reshape the entrance driveway to the Maine DOT standard profile shown below. If required repair and extend the existing subbase using MaineDOT Type D Gravel Subbase. Provide 3" of MaineDOT Type A Gravel Base and finish grade and compact to final dimensions.
- 6. Pavement shall be installed per Maine DOT Standard Specifications  
1.5" MaineDOT 12.5 mm Surface Course over  
2.5" MaineDOT 19.0 mm Binder Course
- 7. Loam and seed shoulders and repair any damage in mowed areas of property disturbed by Contractor, to provide a mowable lawn surface.

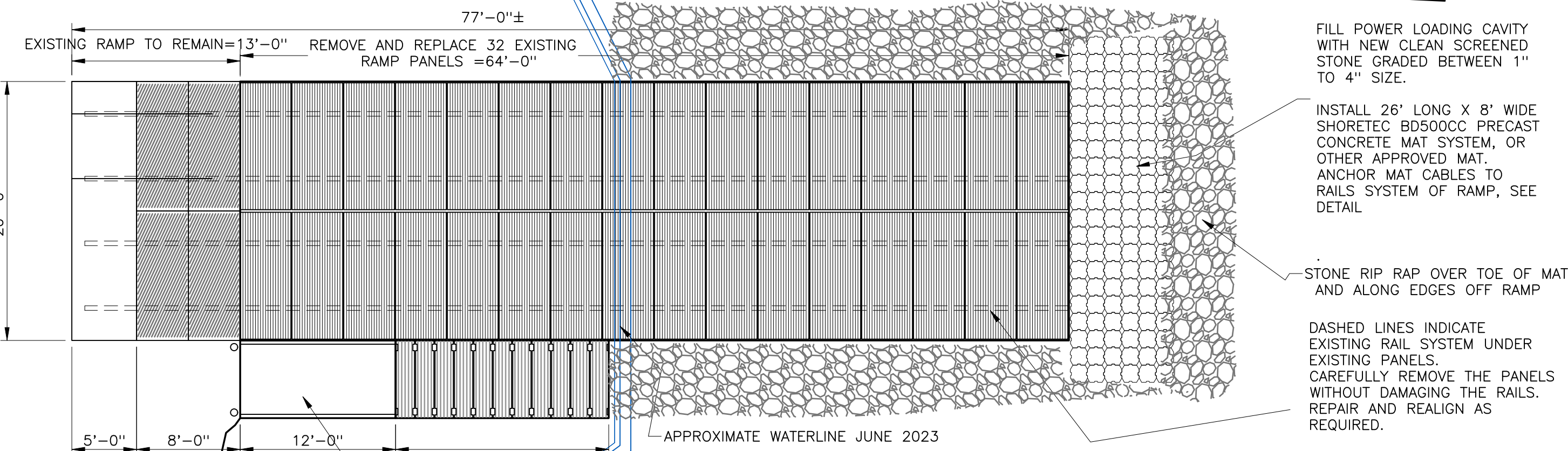
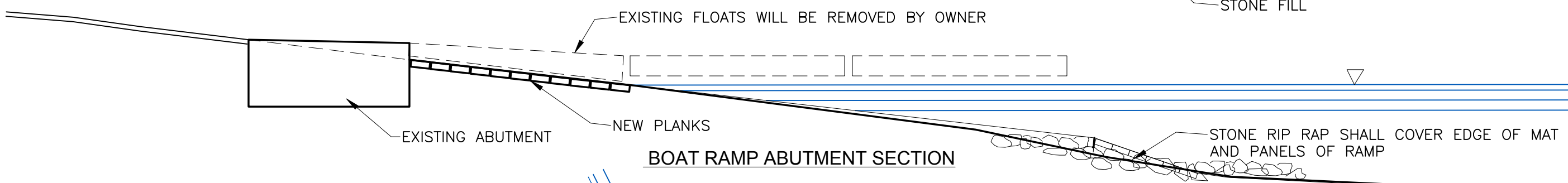
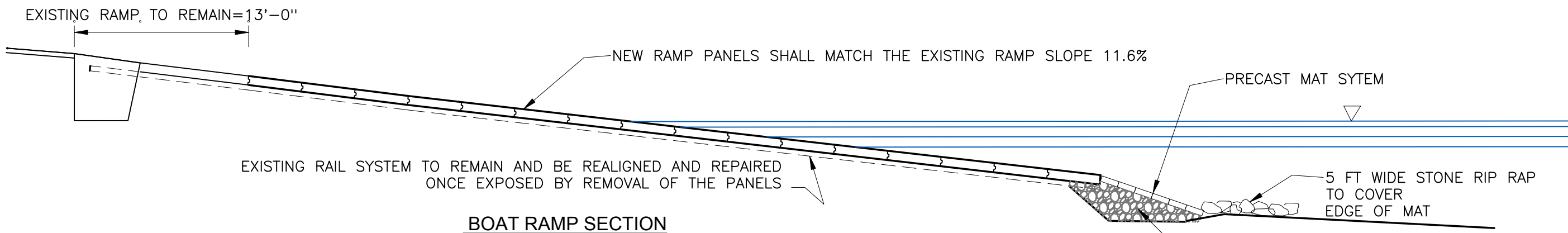
**NOTE :**  
Grade of Existing Shoulder Should Be Maintained To Create A Gutter With a Minimum Of Three Inches Below The Edge Of Traveled Way.  
\* Distance Of The Gutter From The Edge Of Traveled Way Should Be The Same As Existing Shoulder Or A Minimum Of 4 Feet.



NO.	REVISION	DATE

DESIGNED BY STR	Maine Bureau of Parks and Lands Renovation of Toddy Pond Boat Launch	33 Pinnacle Road Canaan, ME 04924	2 REV. 0
DRAWN BY STR			
BGS 3600 DATE REVISED 5-2-2024			
<b>Pinnacle Hill Engineering</b>			
PinnacleHillEngineering@gmail.com			

11/17 - FULL SCALE



FILL POWER LOADING CAVITY WITH NEW CLEAN SCREENED STONE GRADED BETWEEN 1" TO 4" SIZE.

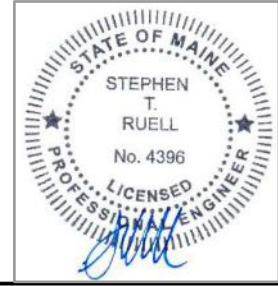
INSTALL 26' LONG X 8' WIDE SHORETEC BD500CC PRECAST CONCRETE MAT SYSTEM, OR OTHER APPROVED MAT. ANCHOR MAT CABLES TO RAILS SYSTEM OF RAMP, SEE DETAIL

STONE RIP RAP OVER TOE OF MAT AND ALONG EDGES OFF RAMP

DASHED LINES INDICATE EXISTING RAIL SYSTEM UNDER EXISTING PANELS. CAREFULLY REMOVE THE PANELS WITHOUT DAMAGING THE RAILS. REPAIR AND REALIGN AS REQUIRED.

0 4 8  
SCALE IN FEET  
Scale 1/8"=1'-0"

**BOAT RAMP PLAN**



NO.	REVISION	DATE

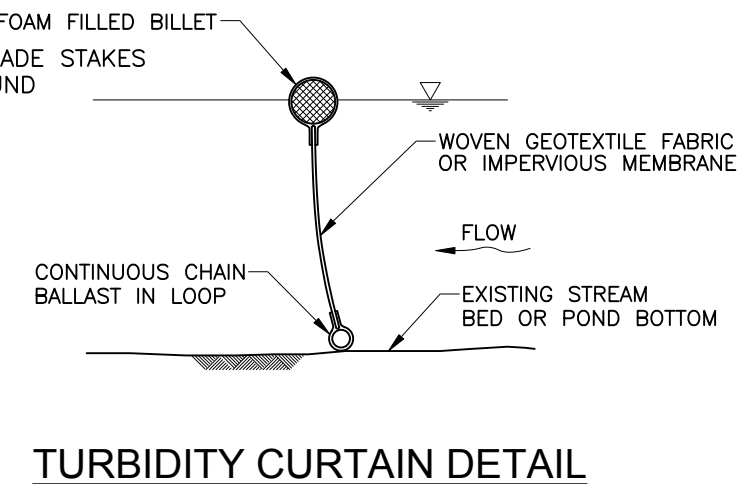
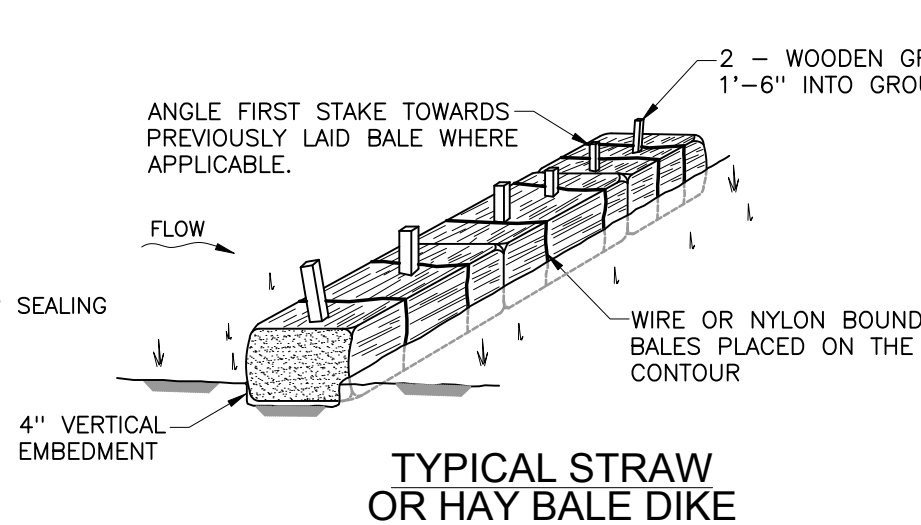
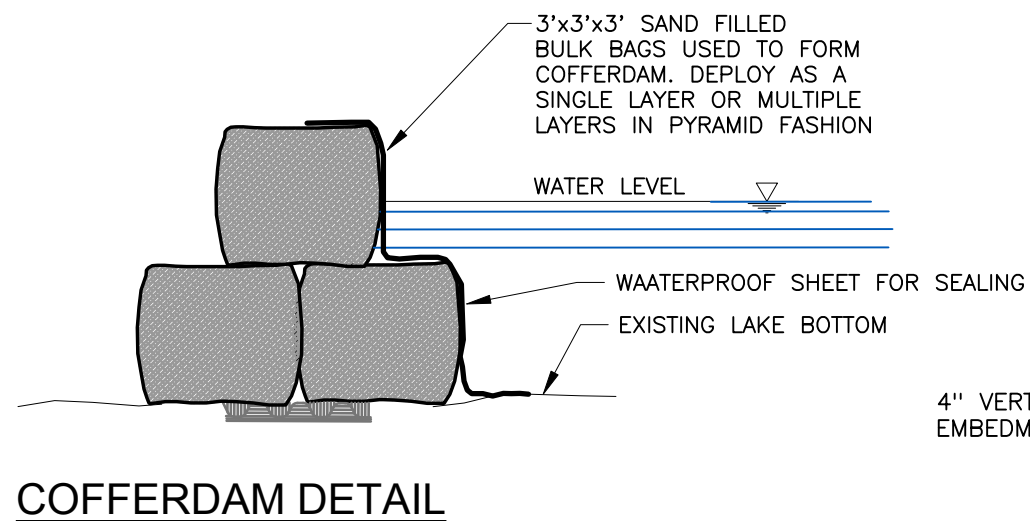
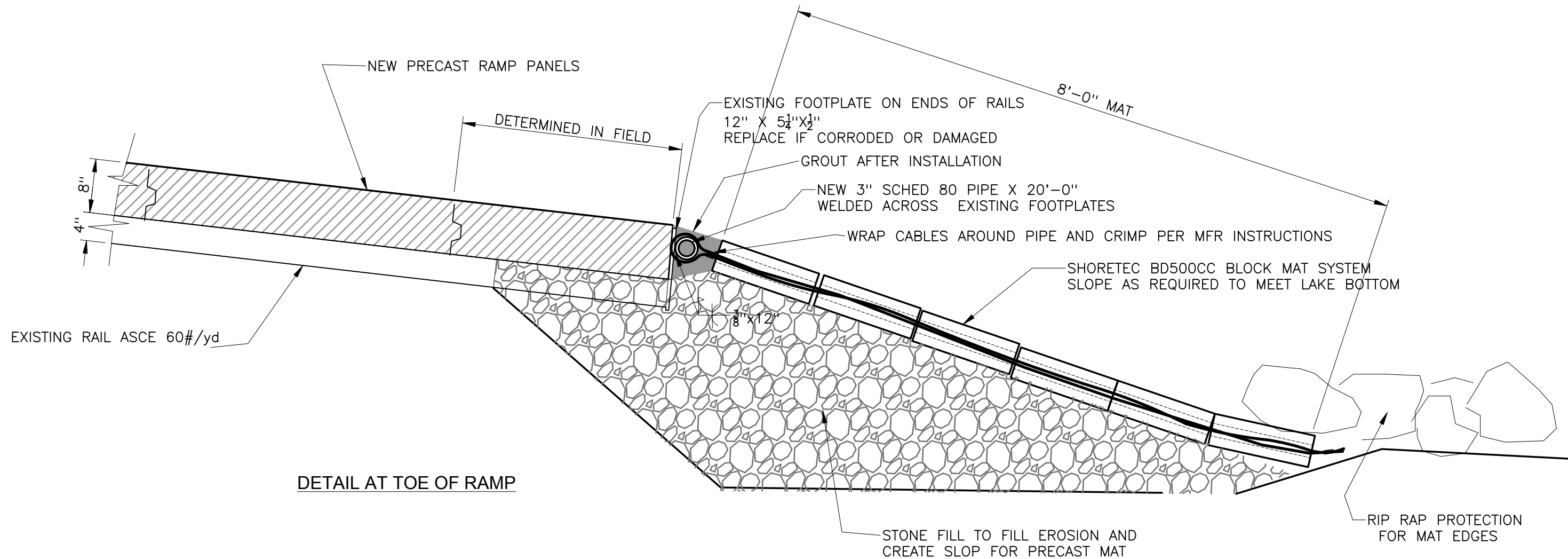
DESIGNED BY STR  
DRAWN BY STR  
  
BGS 3600  
DATE REVISED 5-2-2024  
**Pinnacle Hill Engineering**  
PinnacleHillEngineering@gmail.com

**Maine Bureau of Parks and Lands**  
**Renovation of Toddy Pond Boat Launch**  
**Ramp Plan**

33 Pinnacle Road  
Canaan, ME 04924

**3**  
REV. O

AU 100-AU 2011



THE CONTRACTOR IS RESPONSIBLE TO PROPOSE THE TYPE OF COFFERDAM THAT THEY WISH TO USE, SUBJECT TO OWNER REVIEW.

THIS DETAIL OF SAND FILLED BULK BAGS USED TO FORM A COFFERDAM IS PROVIDED AS AN EXAMPLE OF ONE POSSIBLE METHOD THAT HAS MINIMAL ENVIRONMENTAL IMPACT. THE CONTRACTOR MAY USE OTHER METHODS OR PROPRIETARY SYSTEMS TO DEWATER THE SITE. AN EARTH FILL COFFERDAM IS NOT ACCEPTABLE DUE TO SEDIMENTATION AND PERMITTING ISSUES..



NO.	REVISION	DATE

DESIGNED BY  
STR

DRAWN BY  
STR

BGS 3600

DATE REVISED  
5-2-2024

**Pinnacle Hill Engineering**  
33 Pinnacle Road  
Canaan, ME 04924  
PinnacleHillEngineering@gmail.com

Maine Bureau of Parks and Lands  
Renovation of Toddy Pond Boat Launch

Ramp Details

4  
REV. 0

**A. SCOPE OF WORK**

- a. Work items include the following plus related and incidental items required to make a complete and functional facility. All labor, materials, and equipment are supplied by the Contractor.
- b. Procure all required and incidental element, tools and personnel before work on site begins, to maximum extent possible. Schedule as one continuous operation once started to minimize effect of boating facility closure or disruptions, and minimize the risk from the dewatering requirements.
- c. Traffic Control and Roadway Maintenance- Coordinate road closures with local and state jurisdictions. Post barricades, signage and provide flaggers or other provisions required by the work at the entrance. Closure should be avoided during high boater use periods to the extent practical.
- d. After completion of the project the facility shall be returned to a condition equal or better than it was prior to the project, as judged by the Owner.
- e. Provide erosion control measures, including silt fences and turbidity curtains as required and maintain until no longer needed.
- f. Dewatering
  - 1. Provide cofferdams as needed to complete work. It is expected that a cofferdam will be required. Contractor is responsible for design and construction of the cofferdam. Do not use earth fill type of cofferdam which can introduce sediment.
  - 2. Remove cofferdam as soon as practical. Remove all components of the cofferdam from the water body.
- g. Demolition:
  - 1. Remove the existing concrete ramp slabs by lifting out vertically, then loading in a truck and removing from site. Remove the ramp under the float system as well.
  - 2. Examine, realign and repair the rail system under the slabs. Regrade the gravel and add new gravel for the new structure
  - 3. Confirm all measurements of existing remaining structures after exposing them. Notify Owner of any issues found. Notify Owner when ready for inspection which must be done before placement of the new structure.
  - 4. Materials removed during demolition is property of Contractor and must be removed from site.
- h. Construct New Ramp
  - 1. The new ramp slabs will be supplied by the Owner, but the Contractor will be responsible to transport them to the site. The location will be provided during bidding.
  - 2. Lift the panels as instructed by the slab manufacturer. Lower the precast structure into place without damage. Damage caused by Contractor may require replacement of panels by the Contractor.
  - 3. Form and place ready mix concrete to connect the new precast where indicated on the drawings.
- i. VAULT TOILET WORK SCOPE
  - 1. The Owner will be engaging a commercial port-a-john service in the future.
  - 2. Contractor shall have the tank contents removed and disposed of properly. Demolish, remove, and dispose of the existing vault toilet including concrete vault. Saw cut the edge of the parking lot and remove the existing approach sidewalk and the culvert.
  - 3. Replace the existing culvert with a matching diameter and length. Fill and compact the vault excavation. Grade for slope of 2% from the parking area to the top of the slab.
  - 4. Place a new 6'-6" x 6'-6" x 6" concrete slab for the portable units.
  - 5. Replace the sidewalk with 6'-0" x ~10'-0" approach sidewalk,
  - 6. All concrete 3000 psi at 28 days, air entrained, reinforced with #4 bar at 12" each way. Broom finish. Meet ADA Guidelines.

**B. JOB CONDITIONS**

- a. Do not cross property lines of adjacent property owners, contain all work, equipment and travel to stay within the road ROW and BPL lands.
- b. The work shown is intended to be performed during the late summer and fall season. Discuss plan of operations and coordinate with the Owner to allow the work to be done in dry conditions to the extent practical. Contractor shall schedule work around water level changes due to rainfall events, to allow placing concrete work if any is required, in dry conditions, and to avoid damage to the work in progress.
- c. Provide construction temporary facilities as required to support the work. Remove as soon as practical.
- d. Clean up site to as-found or better condition, ready for final acceptance.
- e. Final payment will be made only after final acceptance.

**C. FLOODING DAMAGE** -The Contractor shall schedule work around water level changes to allow placing work in dry conditions, and to avoid damage to the work in progress due to high rainfall events. Damage to partially completed work is Contractors responsibility

**D. EROSION CONTROL**

- a. Provide all required soil erosion provisions required to meet Maine DEP and U.S. Army Corps of Engineers requirements under the permits obtained by the Owner. Meet or exceed the standards of the Maine Soil Erosion Control Best Management Practice guidelines.
- b. Prior to start of soil disturbance, encircle the downslope side of the work area and any stockpiles with a silt fence, or if it is a waterbody, with a turbidity curtain. Install hay bale dikes to trap sedimentation in ditches and swales that carry drainage and which might receive sediment. Remove sediment as required before removal of silt fences and hay bale dikes.
- c. Install a turbidity curtain outside the perimeter of any excavations which could result in sediment plumes in the upstream or downstream water bodies.
- d. Maintain soil erosion control measures until the permanent vegetation has been reestablished.

**G. EARTHWORK MATERIALS**

Provide materials with the following Percentage by Weight Passing the

Soil Sieve Designated,	Granular Borrow	Stone Fill for Toe of Ramp
4-inch	100%	100%
1.5-inch	45%--100%	0%--10%
No. 4	10%-45%	
No. 40	0%-15%	

- f. **Riprap** -Comply with Maine DOT 703.26 Plain and Hand Laid Riprap  
Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Owner. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

9. Loam: Satisfactory loamy soil materials free of clay lumps, rock or debris, capable of being placed and compacted.

- h. Geotextile for rip rap filter: High strength geocomposite with a high apparent opening size meeting the requirements of Tensar GC-654050 or equal. Anchor to subgrade with anchor pins or ground staples.

- i. **COMPACTION** -Percentage of Maximum Density Requirements: Compact soil to not less than 95% of maximum in accordance with ASTM D 1557 or ASTM D 2049. Backfill placed within 5-feet horizontally of structures shall be compacted with hand operated equipment.
- j. The riprap placement method should avoid segregation. The riprap should be placed with a clam shell or bucket lowered to the slope. Material should not be dumped or dropped through air or water. Placement should begin at the bottom of slopes and proceed up slope so that all material is placed with support from below.

**H. LOAM AND SEEDING MATERIALS**

- a. In general the work should disturb limited areas of the existng shoreline, and the Owner intends that these areas will be stabilized with Riprap. In any other areas disturbed by the Contractor that are subject to erosion, Contractor shall clean up, rake, seed and mulch the surface.
- b. Seed mixture will be provided by Contractor, subject to approval of Owner for the location. used in other areas.
- c. Mulch provided by Contractor -Hay or Straw: two 90 lb bales per 1,000 sq ft.
- d. Seeding shall occur as soon as practical. After September 15, use Dormant Seeding of the permanent mixture.
- e. Keep all areas watered and in good condition, reseeding if and when necessary until a good, healthy, uniform growth is established over the entire area. Maintain the seeded area in an approved condition until final acceptance of the Contract.
- f. On slopes, protect against washouts by an approved method. At the Contractor's expense, regrade and reseed washouts, if any.

**J. CONCRETE**

- a. Ready Mix Concrete: Fc' = 4000 PSI at 28 days,
- b. Precast Concrete: Fc' = 5000 PSI at 28 days
- c. Air entrainment 4% to 6%.
- d. Maximum water cement ratio 0.40.
- e. Mix design submittal required prior to placement.
- f. Reinforcement bars ASTM A615, grade 60 KSI.
- g. All fasteners and hardware hot-dipped galvanized.
- h. Chamfer all edges and corners of concrete, 1" X 1"
- i. Minimum Concrete Cover over Reinforcement
  - Top and bottom surface slabs - 2"
  - Walls Exterior faces exposed to water - 3"
  - Walls Exterior faces backfilled - 2"
  - Cast against earth or rock surfaces - 3"

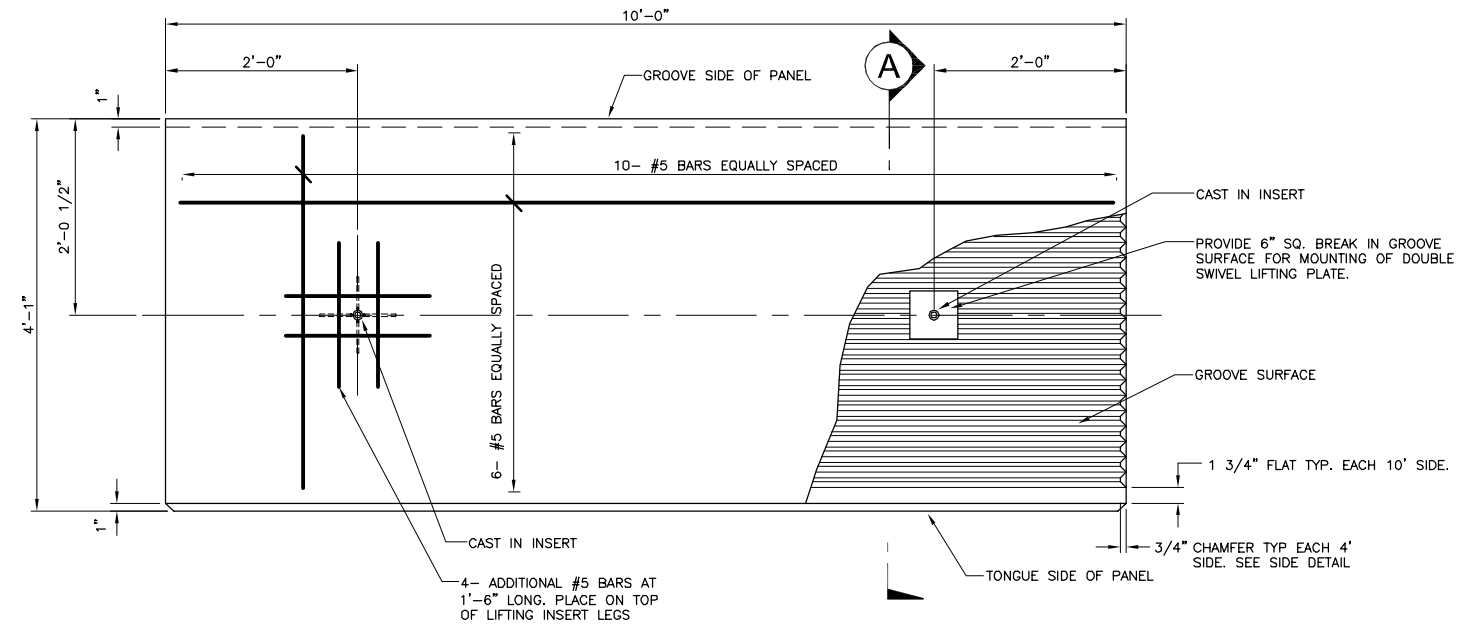
**L. STEEL-**

- a. Plates and shapes -ASTM A36 or better.
- b. Steel Finish- Unless noted otherwise exposed steel items should be be hot dipped galvanized after fabrication, or epoxy coated with 20 mils of approved epoxy.
- c. Bolts- ASTM A307 or A325 galvanized, unless noted otherwise.
- d. All exposed bolts, fasteners, washers and hardware shall be hot dipped galvanized.

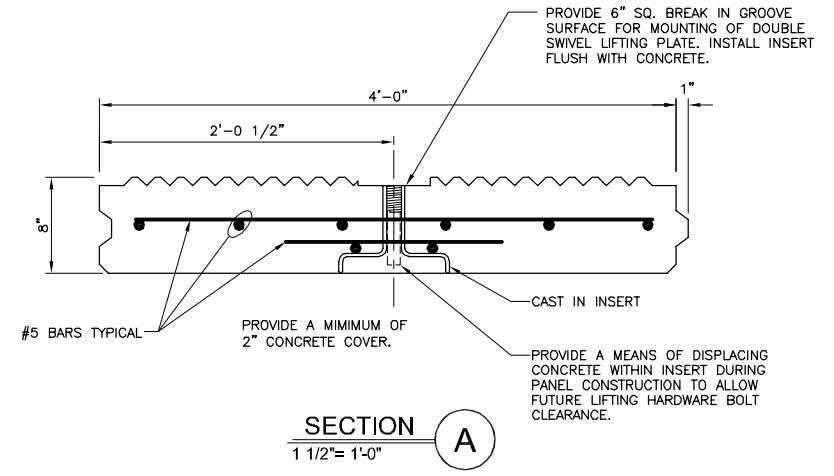
REVISION	DATE	DESIGNED BY STR	Maine Bureau of Parks and Lands Renovation of Toddy Pond Boat Launch
		DRAWN BY STR	
		BGS 3600	SPECIFICATIONS
		DATE REVISED 5-2-2024	
		<b>PINNACLE HILL ENGINEERING</b> PinnacleHillEngineering@gmail.com	33 Pinnacle Road Canaan, ME 04924
			5 REV. 0

THIS DOCUMENT IS A SHIRT PATTERN PROVIDED FOR THE CONVENIENCE OF THE USER AND IS NOT AN INSTRUMENT OF SERVICE OF KLEINSCHMIDT ASSOCIATES. WHILE IT BEAR THE PROFESSIONAL ENGINEER'S SEAL, IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED. WITHOUT THE EXPRESS WRITTEN PERMISSION OF KLEINSCHMIDT ASSOCIATES, NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

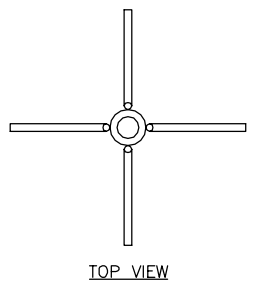
- NOTES.
1. CONCRETE—  $F_c' = 5000$  PSI AT 28 DAYS, AIR ENTRAINMENT 4% TO 6%. MAXIMUM WATER CEMENT RATIO 0.45. MIX DESIGN SUBMITTAL REQUIRED PRIOR TO PLACEMENT.
  2. REINFORCEMENT BARS— ASTM A615, GRADE 60 KSI.
  3. APPROXIMATE PANEL WIEGHT = 4,000 LBS.



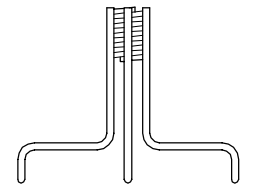
**TYPICAL PANEL PLAN**  
1" = 1'-0"



**SECTION A**  
1 1/2" = 1'-0"



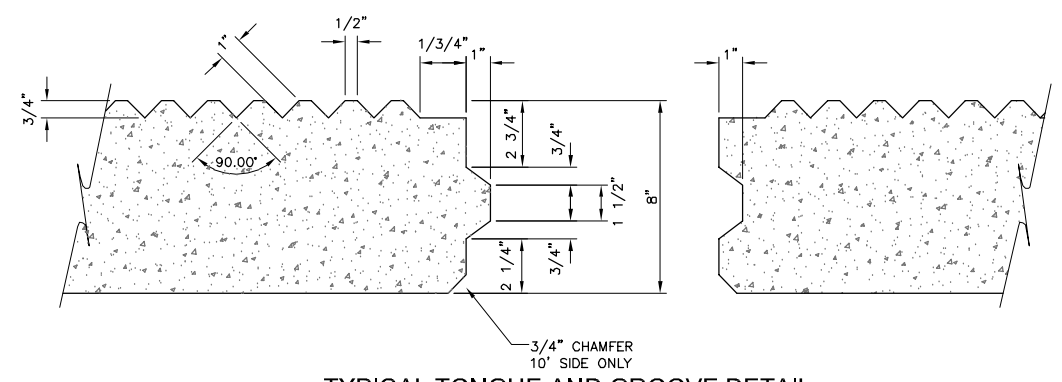
TOP VIEW



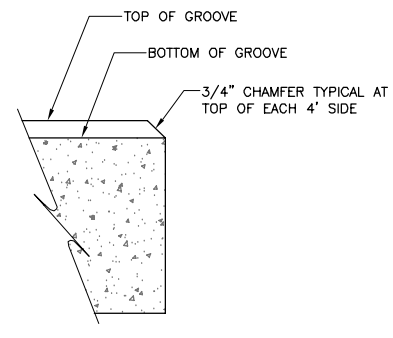
SIDE VIEW

DAYTON/RICHMOND T-1  
SINGLE PICKUP INSERT  
1" BOLT DIAMETER FOR 7"  
PANEL THICKNESS. 2 PER PANEL  
CONTRACTOR SUPPLIED.

**CAST IN INSERT DETAIL**  
3" = 1'-0"



**TYPICAL TONGUE AND GROOVE DETAIL**  
3" = 1'-0"



**SIDE DETAIL**  
3" = 1'-0"

04-13-06 DATE		ISSUED FOR BID		CHKD. <b>Kleinschmidt</b> Energy & Water Resource Consultants	STATE OF MAINE <b>DEPARTMENT OF CONSERVATION</b> BUREAU OF PARKS AND LANDS		
		DATE			REVISION		<b>CONCRETE BOAT RAMP PANEL          PLAN AND DETAILS</b>
DATE		REVISION		CHKD.		DRAWN BY: D. QUA CHECKED BY: STR DATE: 03-21-06 SCALE: AS SHOWN PROJECT NO: 314-043 FILE NAME: 314043PLANKDETAILS.dwg	
DATE		REVISION		CHKD.		SHEET 1 OF 1 DIRECTOR PARKS AND LANDS	
DATE		REVISION		CHKD.		Tody Pond Sht 6 DIRECTOR B.G.S	

j:\314\043 Drawings\working drawings\plank details.dwg



## **APPENDIX B      Reference Documents**

### **Permits:**

**Maine Department of Environmental Protection Permit By Rule PBR #77857**

**US Army Corps of Engineers New England District, Self Verification Notification Form  
Corps File # NAE-2005-03688-M1**



**STATE OF MAINE**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Permit-by-Rule & Notice of Intent Review Form**

**Natural Resources Protection Act**  
**Stormwater Management Law**  
**Maine Construction General Permit**

**PBR #**  
**PBR #**  
**NOI #**

**Applicant:**  
**Project Address:**

**Town:**  
**Tax Map/Lot #:**

**NRPA PBR Sections – Ch. 305**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Sec. 2 Act. Adj. to Prot. Natural Res. | <input type="checkbox"/> Sec. 9 Utility Crossing             | <input type="checkbox"/> Sec. 16 Coastal Sand Dune Project        |
| <input type="checkbox"/> Sec. 3 Intake Pipes                    | <input type="checkbox"/> Sec. 10 Stream Crossing             | <input type="checkbox"/> Sec. 17 Transfer/Permit Extension        |
| <input type="checkbox"/> Sec. 4 Replacement of Structures       | <input type="checkbox"/> Sec. 11 State Transport. Facilities | <input type="checkbox"/> Sec. 18 Maintenance Dredging             |
| <input type="checkbox"/> Sec. 6 Movement of Rocks or Veg.       | <input type="checkbox"/> Sec. 12 Restoration Natural Areas   | <input type="checkbox"/> Sec. 19 Act. Near SVP Habitat            |
| <input type="checkbox"/> Sec. 7 Outfall Pipes                   | <input type="checkbox"/> Sec. 13 F&W Creat./Water Quality    | <input type="checkbox"/> Sec. 20 Act. Near Waterfowl/Bird Habitat |
| <input type="checkbox"/> Sec. 8 Shoreline Stabilization         | <input type="checkbox"/> Sec. 15 Public Boat Ramps           |   |

**Notes:**

**Reviewer:**

**Deficient Date:**

NRPA  SW  NOI

**Reviewer:**

**Accepted Date:**

NRPA  SW  NOI



US Army Corps  
of Engineers®  
New England District

**Section VI: Self-Verification Notification Form**  
(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

**SHAWN B. MAHANEY** Digitally signed by  
SHAWN B. MAHANEY  
Date: 2024.04.05  
09:51:26 -04'00'

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form found at [www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/](http://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/) The two-week lead time is not required for emergency situations. **Send this form, an Official Species List, and project plans to the following email address: [cenae-r-me@usace.army.mil](mailto:cenae-r-me@usace.army.mil)**

Maine Project Office  
U.S. Army Corps of Engineers  
442 Civic Center Drive, Suite 350  
Augusta, Maine 04330

State Permit #: \_\_\_\_\_  
Date of State Permit: \_\_\_\_\_  
State Project Manager: \_\_\_\_\_

Permittee: State of Maine, DACF/BPL-Boating  
Address, City, State, Zip: SHS #22, Augusta, Maine 04333  
Email, Phone: Heather.Seiders@maine.gov , 207-441-0152

Agent: Same as above  
Address, City, State, Zip: \_\_\_\_\_  
Email, Phone: \_\_\_\_\_

Contractor: Unknown  
Address, City, State, Zip: \_\_\_\_\_  
Email, Phone: \_\_\_\_\_

Project Name: Toddy Pond Boat Launch Renovations  
Address, City, State, Zip: Route 1, Orland, ME  
Lat °N, Long °W: 44.56598, -68.67203 Tax Map/Lot: 037-007  
Waterway Name: Toddy Pond  
Description of Work: Renovation of existing boat launch within the original footprint. An 8'x28' concrete block mat and riprap will be utilized at ramp end in place of 6' of  
Proposed Starting Date: September 3, 2024 Proposed Finish Date: October 15, 2024

Area of wetland impact (SF): Permanent: \_\_\_\_\_ Temporary: \_\_\_\_\_  
Area of waterway impact (SF): Permanent: \_\_\_\_\_ Temporary: \_\_\_\_\_

Work will be done under the following Section V General Permits (circle all that apply):

- I. Inland Waters and wetlands:  1  2  3  4  5  6  7  8  9  10  11  12  13  14  15  16  17  18  19  20  21  22  23
- II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

Have MHPC and all five federally-recognized tribes in Maine been notified of the proposed work?  Yes  No

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Maine General Permit.

Permittee Signature: Seiders, Heather

Digitally signed by Seiders, Heather  
Date: 2024.01.04 12:05:37 -05'00'

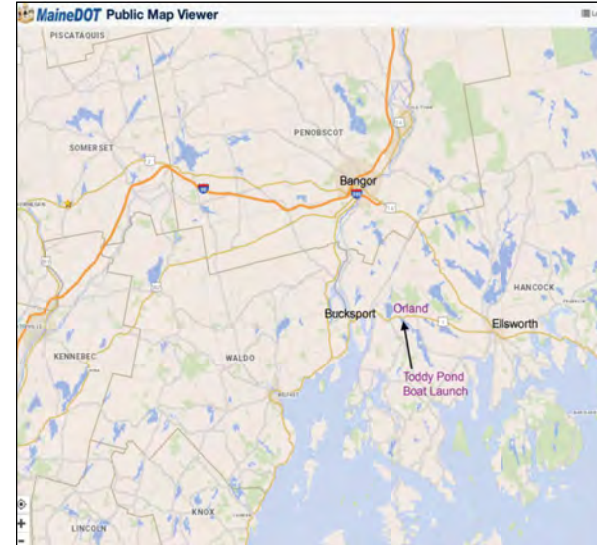
Date: \_\_\_\_\_



PHOTO MAP FROM GOOGLE EARTH

EXISTING SITE PLAN

SCALE IN FEET



LOCATION PLAN

DRAWING LIST

- 1 Cover
- 2. Entrance Driveway Pavement
- 3. Ramp Plan and Profiles
- 4. Ramp Details
- 5. Specifications
- 6. 4x10 Panel Specs

## RENOVATION OF TODDY POND BOAT LAUNCH

1117 ACADIA HIGHWAY, US RTE 1  
ORLAND, MAINE 04472

MAINE DEPARTMENT OF AGRICULTURE,  
CONSERVATION AND FORESTRY  
BUREAU OF PARKS AND LANDS  
BOATING FACILITIES

BGS PROJECT 3600

**Pinnacle Hill  
ENGINEERING** 33 Pinnacle Road  
Canaan, ME 04924  
PinnacleHillEngineering@gmail.com

1  
REV. O

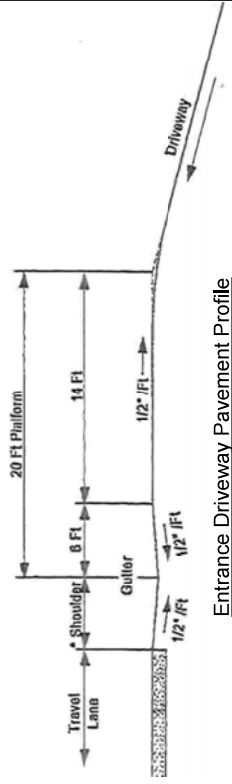
DATE REVISED  
6-15-2023



Pavement Specifications:

1. Contractor is responsible for traffic control and coordination with highway officials.
2. Schedule work to minimize blocking the usage of Boat Launch facility, Coordinate with Owner,
3. Post signage announcing closure at least one week prior to closing facility. Provide barricades to block usage on the evening of the day prior to starting work. Complete work in expeditious manner to minimize outage.
4. Remove existing pavement within the limits shown and remove from site. Recycle the material as reclaimed asphalt.
5. Grade and recompact the existing subbase. Reshape the entrance driveway to the Maine DOT standard profile shown below. If required repair and extend the existing subbase using MaineDOT Type D Gravel Subbase. Provide 3" of MaineDOT Type A Gravel Base and finish grade and compact to final dimensions.
6. Pavement shall be installed per Maine DOT Standard Specifications  
 1.5" MaineDOT 12.5 mm Surface Course over  
 2.5" MaineDOT 19.0 mm Binder Course
7. Loam and seed shoulders and repair any damage in mowed areas of property disturbed by Contractor, to provide a mowable lawn surface.

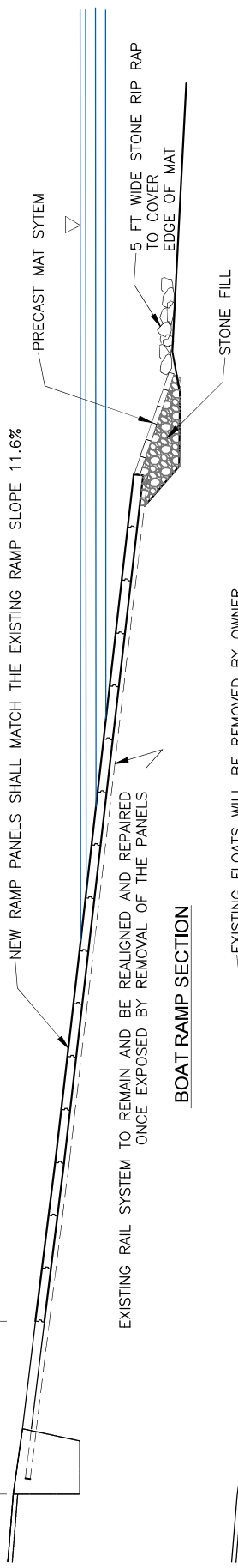
**NOTE :**  
 Grade of Existing Shoulder Should Be Maintained To Create A Gutter  
 With a Minimum Of Three Inches Below The Edge Of Traveled Way.  
 • Distance Of The Gutter From The Edge Of Traveled Way Should Be The Same As Existing Shoulder Or A Minimum Of 4 Feet.



Entrance Driveway Pavement Profile

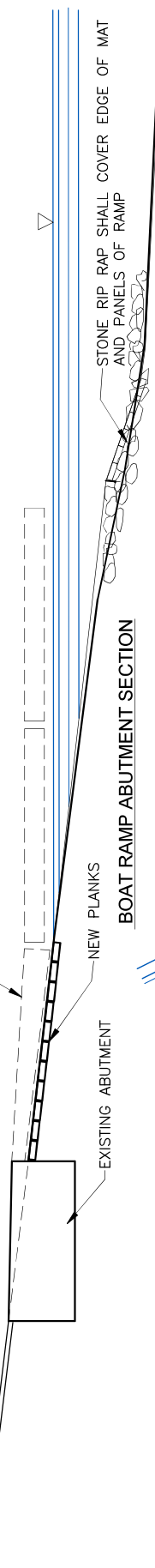
NO.	REVISION	DATE	DESIGNED BY STR	DRAWN BY STR
			BGS 3600	
			DATE REVISED 7-15-2023	
			<b>Pinnacle Hill ENGINEERING</b> PinnacleHillEngineering@gmail.com	
			Maine Bureau of Parks and Lands Renovation of Toddy Pond Boat Launch Entrance Driveway Pavement	
			33 Pinnacle Road Canaan, ME 04924	
			2 REV. 0	

EXISTING RAMP, TO REMAIN = 13'-0"



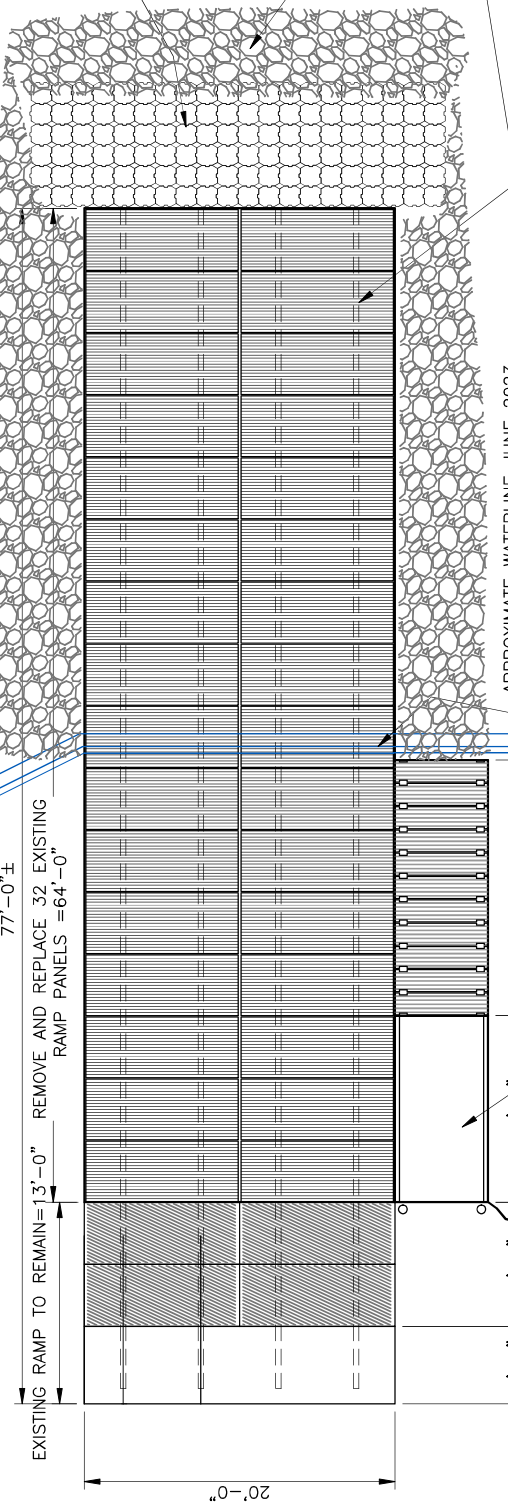
**BOAT RAMP SECTION**

EXISTING FLOATS WILL BE REMOVED BY OWNER



**BOAT RAMP ABUTMENT SECTION**

FILL POWER LOADING CAVITY WITH NEW CLEAN SCREENED STONE GRADED BETWEEN 1" TO 4" SIZE.  
 INSTALL 26' LONG X 8' WIDE SHORETEC BD500CC PRECAST CONCRETE MAT SYSTEM, OR OTHER APPROVED MAT. ANCHOR MAT CABLES TO RAILS SYSTEM OF RAMP, SEE DETAIL.  
 STONE RIP RAP OVER TOE OF MAT AND ALONG EDGES OFF RAMP.  
 DASHED LINES INDICATE EXISTING RAIL SYSTEM UNDER EXISTING PANELS. CAREFULLY REMOVE THE PANELS WITHOUT DAMAGING THE RAILS. REPAIR AND REALIGN AS REQUIRED.



**BOAT RAMP PLAN**

NO.	REVISION	DATE	DESIGNED BY
			STR
			STR
			BGS 3000
			DATE REVISED
			6-15-2023

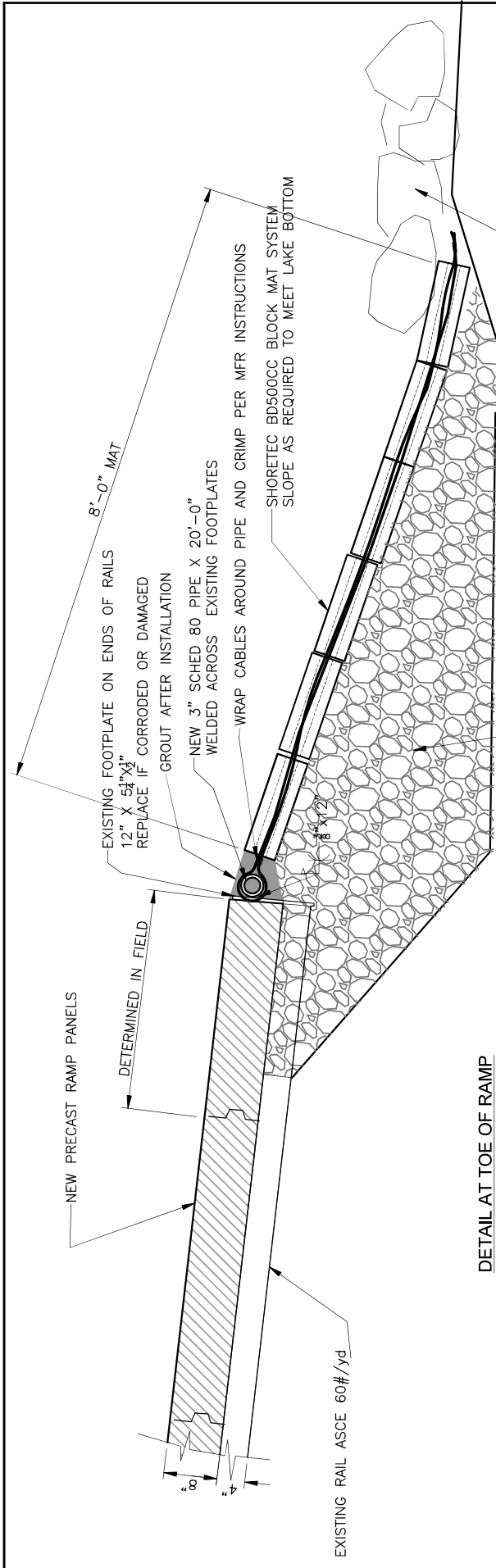
DESIGNED BY: STR  
 DRAWN BY: STR  
 DATE REVISED: 6-15-2023

**MAIN** Bureau of Parks and Lands  
**RENOVATION** of Toddy Pond Boat Launch  
**RAMP PLAN**

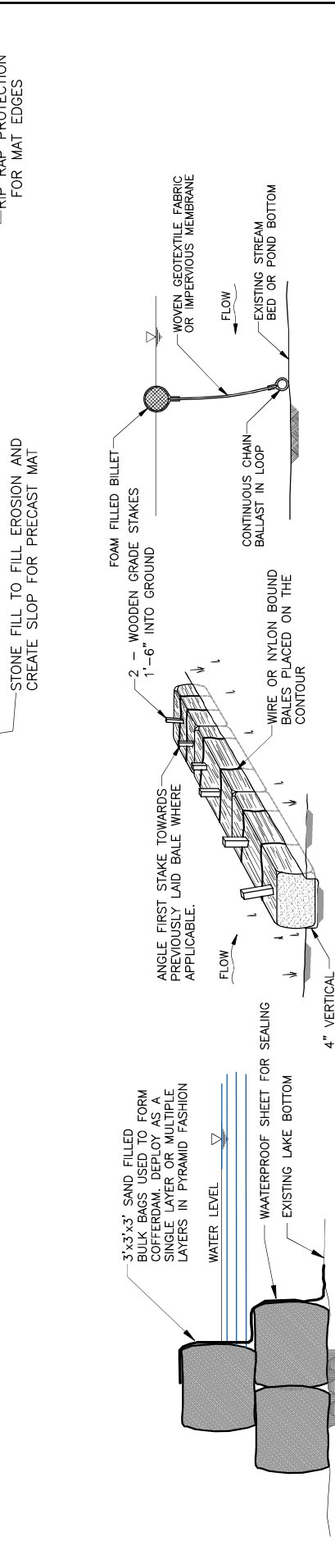
**Pinnacle Hill** ENGINEERING  
 33 Pinnacle Road  
 Canaan, ME 04924  
 PinnacleHillEngineering@gmail.com

3  
 REV. 0

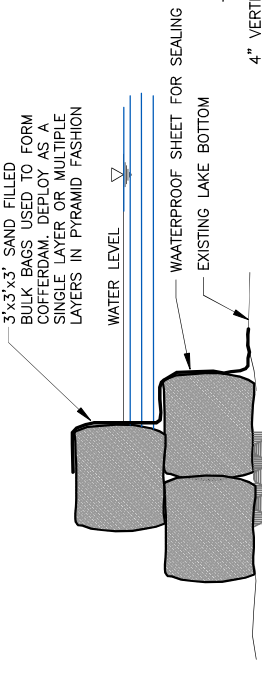
PRELIMINARY FOR REVIEW AND COMMENT



DETAIL AT TOE OF RAMP

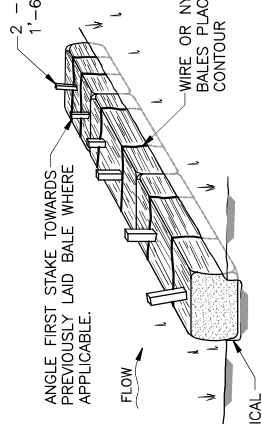


TURBIDITY CURTAIN DETAIL



COFFERDAM DETAIL

TYPICAL STRAW OR HAY BALE DIKE



PRELIMINARY FOR REVIEW AND COMMENT

NO.	REVISION	DATE	DESIGNED BY	STR

DESIGNED BY STR	DATE	DESIGNED BY STR
DRAWN BY STR	DATE REVISED 12-15-2023	DRAWN BY STR

BGS 3600  
12-15-2023

**Pinnacle Hill**  
ENGINEERING  
PinnacleHillEngineering@gmail.com

33 Pinnacle Road  
Canaan, ME 04924

4  
REV. 0

Maine Bureau of Parks and Lands  
Renovation of Toddy Pond Boat Launch

Ramp Details

**A. SCOPE OF WORK**

a. Work items include the following plus related and incidental items required to make a complete and functional facility. All labor, materials, and equipment are supplied by the Contractor.

b. Procure all required and incidental element, tools and personnel before work on site begins, to maximum extent possible. Schedule as one continuous operation once started to minimize effect of boating facility closure or disruptions, and minimize the risk from the dewatering requirements.

c. Traffic Control and Roadway Maintenance-- Coordinate road closures with local and state jurisdictions. Post barricades, signage and provide flaggers or other provisions required by the work at the entrance. Closure should be avoided during high boater use periods to the extent practical.

d. After completion of the project the facility shall be returned to a condition equal or better than it was prior to the project, as judged by the Owner.

e. Provide erosion control measures, including silt fences and turbidity curtains as required and maintain until no longer needed.

**e. Dewatering**

1. Provide cofferdams as needed to complete work. It is expected that a cofferdam will be required. Contractor is responsible for design and construction of the cofferdams except do not use earth fill types cofferdams which introduce sediment. Submit cofferdam proposal to Owner for review and determination of permitting requirements if any.

2. Remove cofferdams as soon as practical. Remove all components of the cofferdam from the water body.

**f. Demolition:**

1. Remove the existing concrete ramp slabs by lifting out vertically, them loading in a truck and removing from site. Remove the ramp under the float system as well.

2. Examine, realign and repair the rail system under the slabs. Regrade the gravel and add new gravel for the new structure

3. Confirm all measurements of existing remaining structures after exposing them. Notify Owner of any issues found. Notify Owner when ready for inspection which must be done before placement of the new structure.

4. Materials removed during demolition is property of Contractor and must be removed from site.

**g. Construct New Ramp**

1. The new ramp slabs will be supplied by the Owner, but the Contractor will be responsible to transport them to the site. The location will be provided during bidding.

2. Lift the panels as instructed by the slab manufacturer. Lower the precast structure into place without damage. Damage caused by Contractor may require replacement of panels by the Contractor.

3. Form and place ready mix concrete to connect the new precast where indicated on the drawings.

**B. JOB CONDITIONS**

a. Do not cross property lines of adjacent property owners, contain all work, equipment and travel to stay within the road ROW and BPL lands.

b. The work shown is intended to be performed during the late summer and fall season. Discuss plan of operations and coordinate with the Owner to allow the work to be done in dry conditions to the extent practical. Contractor shall schedule work around water level changes due to rainfall events, to allow placing concrete work if any is required, in dry conditions, and to avoid damage to the work in progress.

c. Provide construction temporary facilities as required to support the work. Remove as soon as practical.

j. **COMPACTION** -Percentage of Maximum Density Requirements: Compact soil to not less than 95% of maximum in accordance with ASTM D 1557 or ASTM D 2049. Backfill placed within 5-foot horizontally of structures shall be compacted with hand operated equipment.

k. The riprap placement method should avoid segregation. The riprap should be placed with a clam shell or bucket lowered to the slope. Material should not be dumped or dropped through air or water. Placement should begin at the bottom of slopes and proceed up slope so that all material is placed with support from below.

**H. LOAM AND SEEDING MATERIALS**

a. In general the work should disturb limited areas of the existing shoreline, and the Owner intends that these areas will be stabilized with Riprap. In any other areas disturbed by the Contractor that are subject to erosion, Contractor shall clean up, rake, seed and mulch the surface.

b. Seed mixture will be provided by Contractor, subject to approval of Owner for the location. Mowed areas should have a lawn mix and erosion control. mix should be used in other areas.

c. Mulch provided by Contractor -Hay or Straw: two 90 lb bales per 1,000 sq. ft.

d. Seeding shall occur as soon as practical. After September 15, use Dormant Seeding of the permanent mixture.

e. Keep all areas watered and in good condition, reseeding if and when necessary until a good, healthy, uniform growth is established over the entire area. Maintain the seeded area in an approved condition until final acceptance of the Contract.

f. On slopes, protect against washouts by an approved method. At the Contractor's expense, regrade and reseed washouts, if any.

**J. CONCRETE**

a. Ready Mix Concrete: Fc' = 4000 PSI at 28 days,

b. Precast Concrete: Fc' = 5000 PSI at 28 days

c. Air entrainment 4% to 6%.

d. Maximum water cement ratio 0.40.

e. Mix design submitted required prior to placement.

f. Reinforcement bars ASTM A615, grade 60 KSI.

g. All fasteners and hardware hot-dipped galvanized.

h. Chamfer all edges and corners of concrete, 1" X 1"

i. Minimum Concrete Cover over Reinforcement

Top and bottom surface slabs - 2"

Walls Exterior faces exposed to water - 3"

Walls Exterior faces backfilled - 2"

Cast against earth or rock surfaces - 3"

**L. STEEL-**

a. Plates and shapes -ASTM A36 or better.

b. Steel Finish- Unless noted otherwise exposed steel items should be hot dipped galvanized after fabrication, or epoxy coated with 20 mils of approved epoxy.

c. Bolts-ASTM A307 or A325 galvanized, unless noted otherwise.

d. All exposed bolts, fasteners, washers and hardware shall be hot dipped galvanized.

d. Clean up site to as-found or better condition, ready for final acceptance.

e. Final payment will be made only after final acceptance.

**C. FLOODING DAMAGE** -The Contractor shall schedule work around water level changes to allow placing work in dry conditions, and to avoid damage to the work in progress due to high rainfall events. Damage to partially completed work is Contractors responsibility

**D. EROSION CONTROL**

a. Provide all required soil erosion provisions required to meet Maine DEP and U.S. Army Corps of Engineers requirements under the permits obtained by the Owner. Meet or exceed the standards of the Maine Soil Erosion Control Best Management Practice guidelines.

b. Prior to start of soil disturbance, encircle the downslope side of the work area and any stockpiles with a silt fence, or if it is a waterbody, with a turbidity curtain. Install hay bales dikes to trap sedimentation in ditches and swales that carry drainage and which might receive sediment. Remove sediment as required before removal of silt fences and hay bale dikes.

c. Install a turbidity curtain outside the perimeter of any excavations which could result in sediment plumes in the upstream or downstream water bodies.

d. Maintain soil erosion control measures until the permanent vegetation has been reestablished.

**G. EARTHWORK MATERIALS**

Provide materials with the following Percentage by Weight Passing the

Soil Sieve Designated,

Granular Borrow

4-inch 100%

1.5-inch 45%-100%

No. 4 10%-45%

No. 40 0%-15%

Stone Fill for Toe of Ramp

4-inch 100%

1.5-inch 0%-10%

**f. Riprap** -Comply with Maine DOT 703.26 Plain and Hand Laid Riprap

Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Owner. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

g. Bidder's shall identify the sources of their materials as a part of the bid. If requested the selected contractor shall submit samples to the Owner's representative for approval prior to delivery.

h. Loam: Satisfactory loamy soil materials free of clay lumps, rock or debris, capable of being placed and compacted.

i. Geotextile for rip rap filter: High strength geocomposite with a high apparent opening size meeting the requirements of Tensar GC-654050 or equal. Anchor to subgrade with anchor pins or ground staples.

NO.	REVISION	DATE	DESIGNED BY	STR
			DRAWN BY	STR
			BSS 3600	
			DATE REVIEWED	03-23-2023

**PRELIMINARY  
FOR REVIEW AND COMMENT**

**Maine Bureau of Parks and Lands  
Renovation of Toddy Pond Boat Launch**

**SPECIFICATIONS**

**PINNACLE HILL  
ENGINEERING**  
PinnacleHillEngineering@gmail.com

33 Pinnacle Road  
Canaan, ME 04924

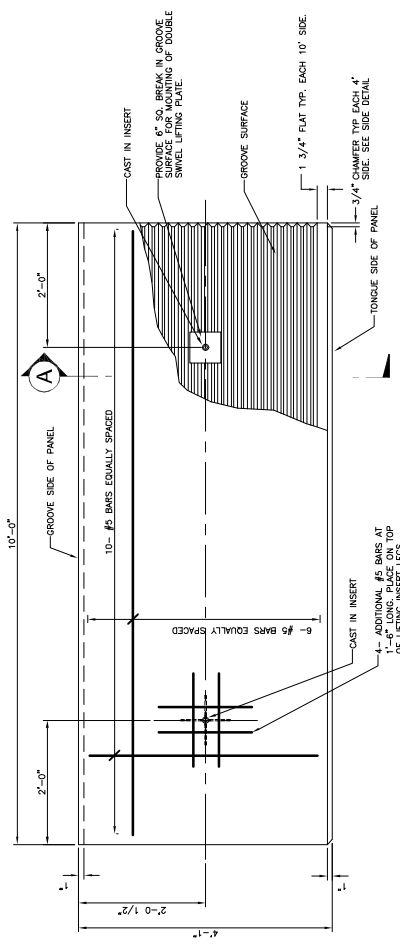
5  
REV.

0

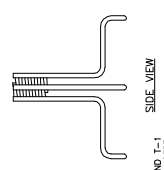
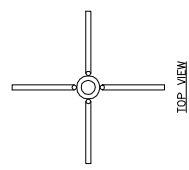
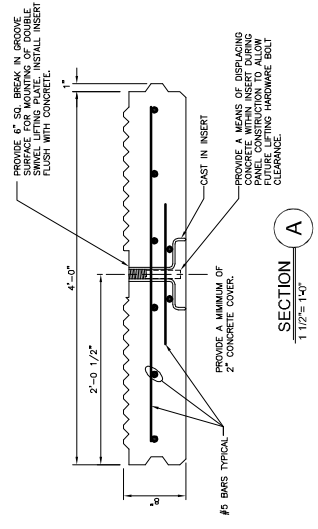


NOTES:

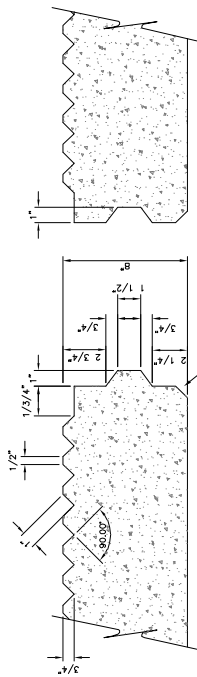
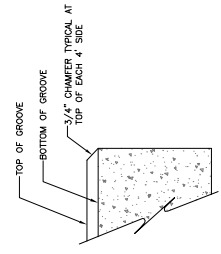
1. CONCRETE—  $F_c = 5000$  PSI AT 28 DAYS, AIR ENTRAINMENT AS TO 8% MAXIMUM WATER REDUCER TO BE USED. SUBMITTAL REQUIRED PRIOR TO PLACEMENT.
2. REINFORCEMENT BARS— ASTM A615, GRADE 60 KSI.
3. APPROXIMATE PANEL WEIGHT = 4,000 LBS.



TYPICAL PANEL PLAN  
1" = 1'-0"



DAYTON/RICHMOND T-1 SINGLE PICKUP INSERT 3" PANEL THICKNESS, 2 PER PANEL CONTRACTOR SUPPLIED.  
3" = 1'-0"



TYPICAL TONGUE AND GROOVE DETAIL  
3" = 1'-0"

STATE OF MAINE DEPARTMENT OF CONSERVATION BUREAU OF PARKS AND LANDS	
DRAWN BY: D. QUA	CHECKED BY: STR
DATE: 03-21-06	SCALE: AS SHOWN
PROJECT NO: 314-043	FILE NAME: 314043PANELS.Dwg
SHEET 1 OF 1	DIRECTOR PARKS AND LANDS
DATE	DIRECTOR B.G.S.
CONCRETE BOAT RAMP PANEL PLAN AND DETAILS	