



47A York Street
Portland, ME 04101
(207) 553-7753

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

**ROOF REPLACEMENTS
(Park Manager's Residence and Todd's Point Concession Building)
Reid State Park, Georgetown, Maine**

AdvantageME CT No. 20240124*2049

BGS Project No.: 3740

**Specifications – Issued for Bid
July 25, 2024**

Prepared for:

Department of Agriculture, Conservation and Forestry
State of Maine
21 State House Station
Augusta, ME 04333

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Division 00 – Procurement and Contracting Requirements

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Notice to Contractors

Reid State Park Roof Replacement Projects BGS project number 3740

The project consist of the replacement of the existing asphalt roofing shingle system (shingles, drip edge, tar paper underlayment, etc.), along with repairing any trim around the roofs on the Park Manager's Residence and Todd's Point concession building.

The cost of the work is approximately \$ 75,000. The contract shall designate the Substantial Completion Date on or before *30 November 2024*, and the Contract Final Completion Date on or before *15 December 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 **1:00:00 p.m. on September 25, 2024**. The email subject line shall be marked "**Bid for Roof Replacements at Reid State Park, Georgetown, Maine**".

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: 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 *18 September 2024*.

*Colby Company Eengineering
Ben Townsend
BenT@colbycoengineering.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.

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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.
Monday September 16th at 900AM
Reid State Park
Park Manager's Residence

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 *September 6th* and may be obtained *at no cost for electronic copies* from:
Colby Company LLC
47A York Street
Portland, ME 04101
207-553-7753 BenT@colbycoengineering.com
10. Bid Documents may be examined at:
AGC Maine
188 Whitten Road, Augusta, ME 04330
207-622-4741

Construction Summary
734 Chestnut Street, Manchester, NH 03104
603-627-8856

Form revision date: 14 June 2024

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Notice to Contractors

Form revision date: 31 March 2023

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.

Form revision date: 31 March 2023

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.

Form revision date: 31 March 2023

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Instructions to Bidders

- 3.6 Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders implicitly acknowledge all Addenda issued when they submit the bid form. By usual practice the Consultant shall not issue Addenda less than 72 hours prior to the bid closing time, to allow ample time for bidders to incorporate the information. However, some information, such as extending the bid due date and time, may be issued with shorter notice. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Bureau.
- 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.

revised 11 February 2022

00 41 13
Contractor Bid Form

Reid State Park Roof Replacement Projects BGS project number 3740

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

Bid Administrator:

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

BGS.Architect@Maine.gov

Bidder:

Signature: _____

Printed name and
title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of
incorporation,
if a corporation: _____

List of all partners,
if a partnership: _____

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

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

revised 11 February 2022

00 41 13
Contractor Bid Form

1. The Bidder, having carefully examined the *Reid State Park Roof Replacement Projects* Project Manual dated 25 July 2024, prepared by *Colby Company 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 included* on this project.
Bid amount above includes the following Allowances

Allowance for replacement of damaged or rotten sheathing and fascia boards \$ 3,500.00

3. Alternate Bids *are included* on this project.
Alternate Bids are as shown below
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 *Bid Alternate #1: Full coverage of ice & water shield* \$ _____ .00

2 *not used* \$ _____ .00

3 *not used* \$ _____ .00

4 *not used* \$ _____ .00

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

5. Filed Sub-bids *are not required* on this project.
If noted above as required, the Bidder shall include with this bid form a list of each Filed Sub-bidder selected by the Bidder on the form provided (section 00 41 13F).

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

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

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

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

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

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

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

ARTICLE 1 COMPENSATION AND PAYMENTS

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

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

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

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

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

ARTICLE 2 COMMENCEMENT AND COMPLETION DATES

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

2.2 The Substantial Completion Date shall be _____.

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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.

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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"**

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BGS Project No.: _____

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

OWNER

CONTRACTOR

Signature *Date*
name and title

Signature *Date*
name and title

name of contracting entity
address

name of contractor company
address

telephone
email address

telephone
email address
Vendor Number

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

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

Form revision date: 12 May 2023

AdvantageME CT# 00000000000000000000

**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

Form revision date: 12 May 2023

State of Maine
CONSTRUCTION CONTRACT
Application for Payment - Continuation Sheet

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

Project name

page **2**
 of **2**

Contractor Company name

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application <small>(Previous D + E)</small>	Work Completed From This Period	Total Stored Materials <small>(Not in D or E)</small>	Total Completed and Stored to Date <small>(D + E + F)</small>	Percent Complete <small>(G ÷ C)</small>	Balance to Finish <small>(C - G)</small>	Retainage 5%
		\$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	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	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	0.0%	\$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	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%	\$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	0	0	0.0%	\$0	0
		\$0	0	0	0	0	0.0%	\$0	0
		\$0	0	0	0	0	0.0%	\$0	0
	Total Change Order Work	\$0	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
	Total Base Contract Work	\$0	\$0	\$0	\$0	\$0	0.0%	\$0	\$0
	Grand Total	\$0	\$0	\$0	\$0	\$0	0.0%	\$0	\$0

revised 05 April 2021

**State of Maine
 CONSTRUCTION CONTRACT
 Construction Change Directive**

Project name
 location / school / campus

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

Contractor Company name
 address
 city state zip code

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

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

** Calendar Days refers to Contract Final Completion Date only.
 Fully describe the scope of work of the CCD item in the table above and on attached drawings and specifications as necessary.
 Indicate the reason for the work, and the estimated schedule and cost impacts.
 This CCD records the order to do the work. The documented actual final time and cost changes are subject to approval in a subsequent Change Order process.*

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

 signature date

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

 signature date

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

 signature date

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

 signature date

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

 signature date

revised 05 April 2021

AdvantageME CT# 0000

**State of Maine
 CONSTRUCTION CONTRACT
 Change Order**

Project name
 location / school / campus

Change Order Number: **1**

Contractor Company name
 address
 city state zip code

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

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

Cost Change

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

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

Time Change

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

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

Consultant (Architect or Engineer)

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

 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
				0	\$0
Totals				0	\$0

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.

revised 05 April 2021

State of Maine Change Order

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

Change Order Item	Type name of Change Order Item here			
Description of Work	Type brief description here of work scope here.			
Reason or Necessity of Work	Type brief justification for change here.			
Cost Breakdown	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	
Compensation	lump sum		Total Cost	\$0
Initiated by	Consultant		Calendar Days*	0
Reason Code	CC	Supporting Documentation		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

00 63 63.02

**Bureau of
General Services**

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

signature

date

revised 11 February 2022

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Definitions

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

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

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

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

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

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

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

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

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

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Supplemental General Conditions

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

1. Equal Opportunity

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

2. Contract Work Hours and Safety Standards Act

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

Contractor shall comply with the following required provisions:

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

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Supplemental General Conditions

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

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

3. Environmental Compliance

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

4. Protection for Whistleblowers

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

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

5. Domestic Preference for Procurements

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

6. Procurement of recovered materials

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

7. Nondiscrimination

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

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

8. Lobbying

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Supplemental General Conditions

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

9. Drug-Free Workplace

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

10. Increasing Seat Belt Use in the United States

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

11. Reducing Text Messaging While Driving

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

12. Debarment and Suspension

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

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

Contractor shall use no funds provided under this Contract to:

- a. Procure or obtain;

revised 20 March 2024

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Supplemental General Conditions

- b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extent or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - d. The Contractor shall insert the substance of this clause, including this paragraph, into all subcontracts and other contractual instruments ([2 CFR 200.216](#)).
- 1.

01 May 2020

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Wage Determination Schedule

PART 1- GENERAL

1.1 Related Documents

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

1.2 Summary

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

1.3 Requirements

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

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

01 May 2020

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Wage Determination Schedule

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

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

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

2024 Fair Minimum Wage Rates -- Building 2 Sagadahoc County (other than 1 or 2 family homes)

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	\$34.00	\$4.74	\$38.74
Bulldozer Operator	\$31.50	\$7.53	\$39.03
Carpenter	\$28.23	\$19.37	\$47.60
Cement Masons And Concrete Finisher	\$17.65	\$10.82	\$28.47
Commercial Divers	\$30.00	\$4.62	\$34.62
Construction And Maintenance Painters	\$24.50	\$0.00	\$24.50
Construction Laborer	\$22.68	\$2.91	\$25.59
Crane And Tower Operators	\$38.50	\$10.43	\$48.93
Crushing Grinding And Polishing Machine Operators	\$23.00	\$4.94	\$27.94
Drywall And Ceiling Tile Installers	\$28.23	\$19.37	\$47.60
Earth Drillers - Except Oil And Gas	\$22.31	\$6.19	\$28.50
Electrical Power - Line Installer And Repairers	\$38.93	\$8.91	\$47.84
Electricians	\$38.51	\$6.00	\$44.51
Elevator Installers And Repairers	\$68.38	\$45.29	\$113.67
Excavating And Loading Machine And Dragline Operators	\$54.28	\$34.31	\$88.59
Excavator Operator	\$31.38	\$5.91	\$37.29
Fence Erectors	\$26.75	\$4.05	\$30.80
Flagger	\$20.00	\$0.38	\$20.38
Floor Layers - Except Carpet/Wood/Hard Tiles	\$27.25	\$6.59	\$33.84
Glaziers	\$37.00	\$6.60	\$43.60
Grader/Scraper Operator	\$23.00	\$1.99	\$24.99
Hazardous Materials Removal Workers	\$21.00	\$1.94	\$22.94
Heating And Air Conditioning And Refrigeration Mechanics And Installers	\$32.00	\$5.65	\$37.65
Heavy And Tractor - Trailer Truck Drivers	\$22.75	\$1.04	\$23.79
Highway Maintenance Workers	\$20.00	\$0.00	\$20.00
Industrial Machinery Mechanics	\$31.25	\$1.01	\$32.26
Industrial Truck And Tractor Operators	\$29.25	\$4.06	\$33.31
Insulation Worker - Mechanical	\$23.00	\$3.59	\$26.59
Ironworker - Ornamental	\$30.83	\$24.97	\$55.80
Light Truck Or Delivery Services Drivers	\$23.34	\$1.67	\$25.01
Milwrights	\$33.75	\$8.78	\$42.53
Mobile Heavy Equipment Mechanics - Except Engines	\$27.75	\$4.89	\$32.64
Operating Engineers And Other Equipment Operators	\$24.00	\$2.38	\$26.38
Paver Operator	\$27.03	\$6.49	\$33.52
Pile-Driver Operators	\$32.75	\$1.95	\$34.70
Pipelayers	\$28.50	\$4.89	\$33.39
Plumbers Pipe Fitters And Steamfitters	\$29.50	\$5.48	\$34.98
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	\$27.03	\$7.68	\$34.71
Reinforcing Iron And Rebar Workers	\$30.83	\$24.97	\$55.80
Riggers	\$29.25	\$7.79	\$37.04
Roofers	\$23.50	\$3.10	\$26.60
Screed/Wheelman	\$29.25	\$4.94	\$34.19
Sheet Metal Workers	\$24.25	\$5.03	\$29.28
Structural Iron And Steel Workers	\$30.83	\$24.97	\$55.80
Tapers	\$32.63	\$0.00	\$32.63
Telecommunications Equipment Installers And Repairers - Except Line Installers	\$35.85	\$19.59	\$55.44
Telecommunications Line Installers And Repairers	\$31.03	\$18.73	\$49.76
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: 3-1-2024