

**SECTION 00 01 01**  
**PROJECT TITLE PAGE**

**Bid Documents**  
**For**  
**DESIGN-BUILD**  
**MODULAR CLASSROOM**  
**BUILDING PROJECT**

**Regional School Unit 57**  
**86 West Road**  
**Waterboro, ME 04087**

Prepared by:  
Cordjia Capital Projects Group, LLC  
16 Tannery Lane, Suite 23  
Camden, Maine 04843

January 24, 2024

**END OF SECTION 00 01 01**

**SECTION 00 01 10**

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**END OF SECTION 00 01 10**

# **SECTION 1**

## **Bidding Information and Instructions**

***DESIGN-BUILD  
MODULAR CLASSROOM  
BUILDING PROJECT***

***Regional School Unit 57  
86 West Road  
Waterboro, ME 04087***

January 24, 2024

SECTION 00 11 13

NOTICE TO CONTRACTORS  
SHORT FORM  
PUBLIC SCHOOL PROJECT  
(Advertisement)

BRIEF PROJECT DESCRIPTION:

The project consists of the design-build of a new turn-key 4,352 square foot pre-engineered modular classroom building for RSU 57 on its High School campus in Waterboro. The project will also consist of site improvements and infrastructure. The modular classroom building will be located south of the existing Massabesic High School West building in an existing grassed area. The modular classroom building will need to be connected to the existing water, sewer and propane services in the vicinity. An underground cistern, fire pump skid and associated ancillary heated building will need to be installed to serve the fire suppression system. A new electrical service will need to be provided to serve the building. This electrical service will extend from an existing transformer located east of the existing modular classrooms. The approximate location of the electrical connection is shown on the conceptual site plan. Sprinkler, fire alarm, data, building automation, access control and security systems are to be roughed-in and connected to existing and new systems to achieve final completion. Aluminum ADA compliant platforms and ramps will need to be provided at each building entrance.

The work to be performed under this contract shall be substantially completed on or before ***August 01, 2024.***

Sealed Contractor bids for the project noted above, in envelopes plainly marked ***“Design-Build Modular Classroom Building Project”*** and addressed to:

*Colin Walsh, CPA  
Director of Finance & Operations  
Regional School Unit 57*

**Mailing Address:**  
*86 West Road  
Waterboro, ME 04087*

**Physical Address:**  
*86 West Road  
Waterboro, ME 04087*

Proposals will be opened and read aloud at the **Office of the Superintendent of Schools, 86 West Road, Waterboro, Maine at 1:00 p.m., on February 16, 2024.** Bids received after 1:00 p.m. will not be considered and will be returned unopened. Proposals sent by facsimile or email will not be considered.

The bid shall be submitted on the Contractor Bid Form (section 00 41 13), plus bid security when required, provided in the Bid Documents. The Owner reserves the right at its sole discretion to waive any informality or irregularity in any proposal, to reject any and all proposals, to award a proposal wholly or in part, to call for re-bid, and to negotiate with any Contractor, if it is deemed to be in the best interest of the Owner to do so.

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.

Any proposal that contains an escalation clause will be invalid.

Performance and Payment Bonds *are required* on this project. 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.

A **mandatory pre-bid conference** will be held for this project on **February 06, 2024 at 1:00 p.m.** Contractors shall meet the Owner at the Office of the Superintendent of Schools, 86 West Road, Waterboro, Maine.

Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding.

The deadline for pre-bid questions is **February 09, 2024 at 1:00 p.m.**

Bid Documents will be available on or about January 24, 2024, and may be downloaded from the RSU 57 website at: <https://www.rsu57.org/documents/information/request-for-proposals/79925>

OWNER

BY: Colin Walsh, CPA  
Director of Finance & Operations  
Regional School Unit 57

**END OF SECTION 00 11 13**

SECTION 00 21 13

SHORT FORM  
INSTRUCTIONS TO BIDDERS

PUBLIC SCHOOL PROJECTS

1. At the time of the opening of proposals, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his proposal. The owner reserves the right to accept or reject any or all proposals as may best serve the interest of the owner.
2. Subject to the owner's right, reserved herein, to accept or reject any or all proposals, the contractor will be selected on the basis of the sum of the lowest acceptable proposal plus such of the alternates as the owner desires to use.
3. The owner is exempt from the payment of federal excise taxes on articles not for resale and the federal transportation tax on all shipments. The contractor shall quote less these taxes.
4. Maine State Sales and Use Taxes should not be included in your quotation as the owner is exempt from the payment of such taxes.
5. No proposal may be withdrawn during a period of thirty (30) calendar days immediately following the opening of the proposals thereof.
6. No contract may be assigned or transferred without the written consent of the owner.
7.
  - (a) All foreign corporations intending to do business in the State of Maine must comply with the provisions of 13-C M.R.S.A., Chapter 15. Any foreign corporation receiving notice of award of contract shall contact the Secretary of State for the purpose of complying with this statute.
  - (b) All individuals not residents of this state must comply with the provisions of Title 14 M.R.S.A., Section 704-A.
  - (c) It may be necessary for the contractor to submit to the owner documentary evidence that the above provisions have been complied with.
8. The successful bidder will be required to furnish a performance bond and payment bond to cover the execution of the work.
9. Contractors may be required to furnish a statement of their business experience, record of accomplishments, and financial responsibility at the discretion of the owner.
10. The owner shall retain five percent (5%) of each payment due the contractor as part security for the fulfillment of the contract by the contractor. The owner may, if he deems it expedient to do so, cause the contractor to be paid temporarily or permanently from time to time during the progress of the work, such portion of the amount retained as he deems prudent or desirable. In case such payments are made,

the owner may at any time withhold further payments until the full amount of the five percent (5%) is re-established, all in accordance with the provisions of Title 5, M.R.S.A., Section 1746.

11. (a) The date of completion is stated in the proposal form section 00 41 13 (formerly section 2-B) and in the contract form section 00 52 13 (formerly section 2-E). If the contractor finds it impossible to complete the work on or before the said date of completion, he may make a written request to the owner for an extension of time setting forth therein the reasons for the request. If the owner finds that the work was delayed because of conditions beyond the control and without the fault of the contractor he may extend the date of completion in such amount as, in his judgment, the conditions warrant. The said new date of completion shall then be in full force and effect the same as though it were the original date of completion.

(b) Time is an essential element of the contract and it is important that the work be pressed vigorously to completion. The cost to the owner of administration of the contract, inspection and supervision will be increased as the time occupied in the work is lengthened.

12. The proposal shall be based on the materials, methods, equipment and products as specified.

Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any contractor, may be introduced by a separate letter attached to his proposal. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution.

It shall be understood by the contractor or subcontractor that the attached letter describing the proposed change will not be used in determining the low general or subcontract proposal submitted unless the contractor or subcontractor shall have submitted their list to the architect/engineer 10 days prior to the date set for the receipt of their respective proposals and shall have received written approval by the architect/engineer.

13. Reserved.

14. Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained in Title 29, Subtitle A, Part 5 of the Code of Federal Regulations, and the federal wage determination attached to and made a part of these Instructions to Bidders.

15. Employment Practices.

(a) Listing of Job Vacancies; Executive Order No. 5, dated December 6, 1971, requires "that the contractor, to the maximum feasible, list all of its suitable employment openings with the Maine Employment Security Commission."

"This provision shall not apply to employment openings which the contractor proposes to fill from within its own organization."

Two copies of a "Quarterly Report of New Hires" shall be prepared by the 7th of January, April, July and October for the calendar quarter to which data pertains and sent to the local office of the Maine Employment Security Commission.

A copy of the report form may be obtained from the nearest office of the M.E.S.C. serving the area.

(b) Code of Fair Practices: Executive Order No. 11, dated July 1, 1972, requires that every state contract for public works contain the following provisions: "During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry or age. Such action shall include, but not be limited to the following: Employment, upgrading demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry or age.

3. The contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment."

4. The contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

16. OSHA - Safety Regulations. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register, U.S. Department of Labor published Saturday May 29, 1971, as amended.

17. Any proposal that contains an escalation clause will be invalid.

18. Termination for Cause and Convenience. If the Contract Price exceeds \$10,000 and to the extent that the Contract does not contain any provisions allowing the School Unit to terminate the Contract for convenience or for cause, the following termination provisions shall apply.

(a) Termination for Convenience. The performance of work or services under the Contract may be terminated by the School Unit in whole, or from time to time in part, whenever the School Unit shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor a notice of termination specifying the extent to which performance of work or services under the Contract is terminated, and the date upon which such termination becomes effective. The School Unit shall pay the Contractor the contract price for any goods or services previously paid for that are completed as of the termination date and accepted by the School Unit.

(b) Termination for Cause.

1. The School Unit may, by written notice of default to Contractor, terminate the whole or any part of the Contract if the Contractor (a) fails to make, when due, any undisputed payment required under the Contract and such failure is not remedied within 7 days after receipt of written notice of the failure to make payment; (b) makes any representation or warranty that is false or misleading in any material respect when made; (c) fails to make delivery of the goods or perform the services specified in the Contract within the time specified therein; (d) fails to perform any covenant or obligation set forth in



the Contract or fails to make progress so as to endanger performance of the Contract in accordance with its terms, and such failure is not remedied upon receipt of a written notice of the default within the cure period, if any, set forth in said notice; or (e) is dissolved, becomes insolvent or is unable to pay its debts as they become due; commences a voluntary proceeding or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any insolvency or bankruptcy law or other similar law affecting creditors' rights, or a petition is presented for its winding-up, reorganization, or liquidation; seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for it or for all or substantially all of its assets; has a secured party take possession of all or substantially all of its assets; has a distress, execution, attachment, sequestration, or other legal proceeding levied, enforced, or sued on or against all or substantially all of its assets; causes or is subject to any event with respect to it, which has an analogous effect to any of the events specified in this clause (e); or takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts specified in this clause (e).

2. Cure Period; Remedies. The School Unit may, in its sole discretion, allow the Contractor a period of time to cure the default. The cure period, and any other conditions on the opportunity to cure a default, shall be stated in the notice of default. If the Contractor fails to remedy the default to the School Unit's satisfaction during the cure period, the School Unit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the School Unit from also pursuing all available remedies available under the Contract or at law or in equity against Contractor and its sureties, if any. No action or failure to act by the School Unit shall constitute a waiver of any right or duty afforded it under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any default.

3. Closeout Setoffs. The School Unit shall be entitled, at its option and in its sole discretion, to set off, against any amounts due and owing from the Contractor under the Contract, any amounts due and owing to the Contractor under the Contract.

4. Remedies Cumulative. The rights and remedies contained in this section are cumulative with the other rights and remedies available under the Contract or at law or in equity.

19. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.360-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

20. Davis-Bacon Act, Copeland "Anti-Kickback" Act (construction contracts over \$2,000). Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school unit must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school unit must report all suspected or reported violations to the Federal awarding

agency. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he, she, they is otherwise entitled. The school unit must report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (over \$100,000). Contractor must comply with the provisions for compliance 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, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

22. Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act; Federal Water Pollution Control Act (over \$150,000). Contractor 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).

24. Debarment and Suspension. A contract award (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

25. Byrd Anti-Lobbying Amendment (over \$100,000). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

26. Domestic Preference. The contractor shall to the greatest extent practicable under a Federal award, purchase, acquire, or use 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 a Federal award. For purposes of this section, "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. For purposes of this section, "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. See 2 CFR § 200.322.

27. Procurement of Items Made with Recovered Materials. The contractor must 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, Subpart B that contain the highest percentage of recovered materials, as long as the item is available at a reasonable price and within a reasonable time, and a satisfactory level of competition is maintained. This applies when the school unit purchases \$10,000 or more worth of a designated item during a fiscal year, or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more. Section 6002 also requires 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. See 2 CFR § 200.323; 40 CFR § 247.2(a)(1).

28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend 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 for any subsidiary or affiliate of such entities). See 2 CFR § 200.216.

**END OF SECTION 00 21 13**

# **SECTION 2**

## **Forms**

***DESIGN-BUILD  
MODULAR CLASSROOM  
BUILDING PROJECT***

***Regional School Unit 57  
86 West Road  
Waterboro, ME 04087***

January 24, 2024

SECTION 00 41 13

CONTRACTOR BID FORM  
SHORT FORM  
PUBLIC SCHOOL PROJECT

TO:

*Colin Walsh, CPA  
Director of Finance & Operations  
Regional School Unit 57*

**Mailing Address:**

*86 West Road  
Waterboro, ME 04087*

**Physical Address:**

*86 West Road  
Waterboro, ME 04087*

1. Having carefully examined the form of contract, general conditions, and plans and specifications dated January 24, 2024.

Prepared by: **Cordjia Capital Projects Group.** (Owner's Representative)

For the **Design-Build Modular Classroom Building Project** as well as the premises and conditions affecting the work, we the undersigned propose to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this proposal for the Base Bid amount of:

Base Bid \_\_\_\_\_ Dollars \$ \_\_\_\_\_

Deductive Alternate (VCT flooring in lieu of Altro Quartz Tile flooring)

Deduct \_\_\_\_\_ Dollars \$ \_\_\_\_\_

2. Unit Prices *are not included* on this project:

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

4. This proposal includes the following addenda to the plans and specifications:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

5. Subcontractors (List those subcontractors called for in specifications).

<u>Trade</u>	<u>Name of Subcontractor</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The undersigned agrees that each of the above named subcontractors represents a bonafide subproposal based on the plans and specifications and will be used for the work indicated at the amount stated.

6. The undersigned agrees, if awarded the contract, to substantially complete the work on or before August 01, 2024. The Contract will terminate on August 15, 2024.

7. 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 this completed bid form submitted to the Owner.

8. This proposal includes the cost of a 100% contract performance bond (section 00 61 13.13) and a 100% contract payment bond (section 00 61 13.16).

9. Any material or materials not specified in the bidding document but deemed worthy of consideration may be introduced by the bidder in a separate letter attached to this proposal. A cost comparison must be included giving the comparison with the material specified and the reason for the suggested substitution.

The base bid shall be as specified.

10. The undersigned agrees, if this proposal is accepted, to sign a contract and deliver it, along with the bonds, affidavits of all insurance, schedule of values and project schedule specified within twelve (12) calendar days after the date of notification of such acceptance, except if the 12th day falls on a holiday, a Saturday or Sunday, then the conditions will be fulfilled if the required documents are received before 12:00 o'clock noon on the day following the holiday, or the Monday following the Saturday or Sunday, and as a guarantee thereof, herewith submits a certified or cashiers check or bid bond as required.

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: \_\_\_\_\_

**END OF SECTION 00 41 13**

**00 43 13**  
**Contractor Bid Bond**

Bond No.: insert bond number

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

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

Now therefore:

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

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

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

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

**00 43 13**  
**Contractor Bid Bond**

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

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

**Contractor**

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

*insert name and title*

*insert company name*

*insert address*  
*insert city state zip code*

**Surety**

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

*insert name and title*

*insert company name*

*insert address*  
*insert city state zip code*

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



## SECTION 00 52 13

### **CONSTRUCTION CONTRACT AGREEMENT**

#### **Public School Project**

THIS AGREEMENT made the Date of Month in the year 2024 by and between the State of Maine through the Regional School Unit 57 hereinafter called the *Owner*, and Contractor hereinafter called the *Contractor*.

WITNESSETH, That the *Owner* and the *Contractor* for the consideration hereinafter named agree as follows:

#### **ARTICLE 1 SCOPE OF WORK**

§ 1.1 The *Contractor* shall furnish all of the materials and perform all the work described in the specifications and shown on the drawings for the project entitled: Design-Build Modular Classroom Building Project.

§ 1.2 The specifications and the drawings have been prepared by Cordjia Capital Projects Group, LLC, acting as Designer and named in the documents as the Architect or Engineer. This firm has responsibilities for defining the scope of work governed by their agreement with the *Owner*, the specifications and the drawings, and the General Conditions and Special Provisions of the contract.

#### **ARTICLE 2 COMMENCEMENT AND COMPLETION DATES**

§ 2.1 The work to be performed under this contract shall commence no sooner than the date this document is executed by the approval authority, work on the project site shall commence no sooner than on or about April 1, 2024.

§ 2.2 The work to be performed under this contract shall be substantially completed on or before August 01, 2024. For each calendar day the project remains uncompleted the Contractor shall be charged liquidated damages. Refer to General Conditions 00 72 13, Section 37, Date of Completion and Liquidated Damages.

§ 2.3 The Contract Expiration Date shall be August 15, 2024 (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

#### **ARTICLE 3 CONTRACT SUM**

§ 3.1 The *Owner* shall pay the *Contractor* for the performance of the contract, subject to additions and deductions provided by approved Change Orders in current funds as follows: xx dollars and xx cents, \$xx.xx.

## **ARTICLE 4 CONTRACT BONDS**

§ 4.1 Contract bonds are not required if the contract amount is less than \$125,000 unless bonds are specifically mandated by the contract documents.

§ 4.2 On this project, the *Contractor* ***shall*** furnish the *Owner* the appropriate contract bonds in the amount of 100% of the contract amount.

## **ARTICLE 5 INELIGIBLE BIDDER**

§ 5.1 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.

§ 5.2 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.

§ 5.3 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 6 PROGRESS PAYMENTS**

§ 6.1 The *Owner* shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site for the construction of the Work described in the Specifications and shown on the Drawings up to the first day of that month, as certified by the Architect or Engineer.

§ 6.2 The *Owner* may cause the *Contractor* to be paid such portion of the amount retained hereunder as he deems advisable.

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

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

§ 6.5 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 7 FINAL PAYMENT

§ 7.1 Final payment shall be due 60 days after substantial completion and acceptance of the work, provided the *Contractor* has submitted the project record documents and all evidence satisfactory to the *Owner* that all payrolls, material bills and other indebtedness connected with the work has been paid.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Contractor and all Subcontractors will pay the state prevailing wages and benefits (26 M.R.S. § 1309).

§ 8.3 The Contractor and all Subcontractors must post a statement of the prevailing wages and benefits at the job site (26 M.R.S. § 1310).

§ 8.4 The Contractor and all Subcontractors must keep records as required by 26 M.R.S. § 1311).

§ 8.5 The Contractor and all Subcontractors must require that “craft workers” have completed 10 hours of construction safety training (26 M.R.S. § 1317).

§ 8.6 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.

§ 8.7 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 9 CONTRACT DOCUMENTS

§ 9.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the 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.

§ 9.2 Specifications dated: **January 24, 2024**

§ 9.3 Drawings:

**C-101A Portable Classroom Context Plan as prepared by Atlantic Resource Consultants**

**C-101B Portable Classroom Site Plan as prepared by Atlantic Resource Consultants**

**C-300 Erosion Control Notes and Details as prepared by Atlantic Resource Consultants**

**C-301 Portable Classroom Site Civil Details as prepared by Atlantic Resource Consultants**

**C-302 Portable Classroom Site Civil Details II as prepared by Atlantic Resource Consultants**

**C-303 Portable Classroom Site Civil Notes & Specs as prepared by Atlantic Resource Consultants**

**A1.1 Conceptual Floor Plan as prepared by Chuck Campbell Architect PLLC**

**A1.2 Conceptual Elevations as prepared by Chuck Campbell Architect PLLC**

§ 9.4 Addenda: each addenda number and date, or "none"

The *Owner* and the *Contractor* hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereby execute this agreement the day and year first above written.

**OWNER**

**CONTRACTOR**

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

\_\_\_\_\_  
*Colin Walsh, CPA*  
*Director of Finance & Operations*

\_\_\_\_\_  
*Regional School Unit 57*  
*(School Administrative Unit name)*

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

\_\_\_\_\_  
*(Name)*  
*(Title)*

\_\_\_\_\_  
*(Contractor company name)*

**END OF SECTION 00 52 13**

**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.



# **SECTION 3**

## **Conditions of the Contract**

***DESIGN-BUILD  
MODULAR CLASSROOM  
BUILDING PROJECT***

***Regional School Unit 57  
86 West Road  
Waterboro, ME 04087***

January 24, 2024

**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 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 Real Estate Management (formerly known as 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 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, on a given project, with the following *responsive* standards, as required by the bid documents:
- provided specific qualifications to bid the project, if required;
  - attended mandatory pre-bid conferences, if required;
  - provided a bid prior to the close of the bid period;
  - submitted a complete bid form;
  - submitted 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;
  - employs adequate personnel and subcontractor resources;
  - maintains the equipment needed to perform the work;

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

complies with the proposed implementation schedule;  
complies with the insurance and bonding requirements;  
can provide 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**

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**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).

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**6. Taxes**

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

**7. Labor and Wages**

- 7.1 The Contractor shall conform to the labor laws of the State of Maine, and all other laws, ordinances, and legal requirements affecting the work in Maine.
- 7.2 The Contractor and all Subcontractors will pay the state prevailing wages and benefits (26 M.R.S. § 1309).
- 7.3 The Contractor and all Subcontractors must post a statement of the prevailing wages and benefits at the job site (26 M.R.S. § 1310).
- 7.4 The Contractor and all Subcontractors must keep records as required by 26 M.R.S. § 1311).
- 7.5 The Contractor and all Subcontractors must require that “craft workers” have completed 10 hours of construction safety training (26 M.R.S. § 1317).
- 7.6 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.
- 7.7 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.
- 7.8 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.

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- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 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 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.
- 7.14 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.15 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.

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**9. Insurance Requirements**

- 9.1 The Design-Build Contractor (herein after referred to as 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 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:

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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

9.3.6 The Contractor shall have Professional Liability insurance against claims arising out of all negligent acts, errors, or omissions of the Contractor in rendering or failing to render professional services related to the project. Minimum acceptable limits are:

Each claim .....\$1,000,000  
Aggregate limit.....\$2,000,000

#### 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 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.

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**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.

**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.

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- 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 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.



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**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.

**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.

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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.

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

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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.
- 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.

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**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.
- 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.

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- 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.
- 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

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- 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 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

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**General Conditions**

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.
- 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.

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**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, 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



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**General Conditions**

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 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,

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**General Conditions**

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 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

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**General Conditions**

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.
- 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.

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**General Conditions**

- 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.
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

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**General Conditions**

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

**38.2 Arbitration**

- 38.2.1 If the dispute is not resolved through mediation, the dispute shall be settled by arbitration. The arbitration shall be conducted before a panel of three arbitrators. Each party shall select one arbitrator; the third arbitrator shall be appointed by the arbitrators selected by the parties. The arbitration shall be conducted in accordance with the Maine Uniform Arbitration Act (MUAA), except as otherwise provided in this section.
- 38.2.2 The decision of the arbitrators shall be final and binding upon all parties. The decision may be entered in court as provided in the MUAA.
- 38.2.3 The costs of the arbitration, including the arbitrators' fees shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.
- 38.2.4 In any arbitration between the Owner and the Consultant, the Owner has the right to consolidate related claims between Owner and Contractor.

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**Supplemental General Conditions**

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**Supplemental General Conditions****1. American Rescue Plan Act of 2021**

- 1.1 For projects funded with American Rescue Plan Act of 2021 (ARPA) funds, the parties to this Agreement shall abide by and fulfill all applicable ARPA requirements, including, but not limited to, ARPA-specific reporting requirements. For more information:  
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

**2. Equal Opportunity**

- 2.1 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).

**3. Copeland "Anti-kickback" Act**

- 3.1 The Contractor shall comply with the provisions of the Copeland "Anti-kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

**4. Contract Work Hours**

- 4.1 The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

**5. Environmental Protection**

- 5.1 Clean Air Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act (42 U.S.C 18579(h)).
- 5.2 Clean Water Act. 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 (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
- 5.3 Related Environmental Laws. 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); the National Environmental Policy Act (NEPA); and any applicable Federal, Codes or Local environmental regulation.

**6. Energy Policy and Conservation Act**

- 6.1 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub Law 94-163).

**Supplemental General Conditions****7. Buy American Act**

- 7.1 The Contractor shall comply with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (ECC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that ECC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**8. Nondiscrimination**

- 8.1 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:
- 8.2 Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations 32 CFR Part 300) issued thereunder;
- 8.3 Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- 8.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and DOD regulations issued thereunder (32 CFR Part 56); and,
- 8.5 The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

**9. Lobbying**

- 9.1 The Contractor will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions; the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- 9.2 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.

**10. Drug-Free Workplace**

- 10.1 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.
- 10.2 The Final Rule, Government-wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.



## **Supplemental General Conditions**

### **11. Debarment and Suspension**

- 11.1 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 under Executive Order 12549, “Debarment and Suspension”. For more information: <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/xml/CFR-2018-title2-vol1-part180.xml>.
- 11.2 The Final Rule, Government wide Debarment and Suspension (Non-procurement), issued by the Office of Management and Budget to implement the provisions of Executive Order 12549, “Debarment and Suspension” is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.

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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)**

Superseded General Decision Number: ME20230019

State: Maine

Construction Type: Building

County: York County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/05/2024

	Rates	Fringes
CARPENTER		
Includes Drywall Hanging and Metal Stud Installation.....	\$ 28.23	19.37
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CARP0352-008 09/01/2023		

	Rates	Fringes
CARPENTER (Includes Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 28.23	19.37
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ELEC0490-009 06/01/2023		

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.00	22.12
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ELEV0004-006 01/01/2023		

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.38	37.335+a+b
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.  b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.		
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IRON0007-034 09/16/2023		

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING).....	\$ 30.83	24.97
-----		
LAB00976-007 12/01/2020		

	Rates	Fringes
LABORER: Common or General (Industrial Work Only).....	\$ 21.76	20.07
-----		
PLUM0131-002 06/06/2022		

	Rates	Fringes
PLUMBER (Includes HVAC Pipe Installation).....	\$ 38.50	25.05
-----		
SUME2014-028 01/31/2017		

	Rates	Fringes
BRICKLAYER.....	\$ 30.42	2.94
CEMENT MASON/CONCRETE FINISHER...	\$ 17.65	5.01

INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 20.14	2.29
IRONWORKER, STRUCTURAL.....	\$ 24.16	17.25
LABORER: Common or General.....	\$ 15.29 **	4.67
LABORER: Demolition.....	\$ 18.20	5.05
LABORER: Mason Tender - Brick...	\$ 19.16	3.56
MILLWRIGHT.....	\$ 22.17	7.75
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 39.38	8.55
OPERATOR: Crane.....	\$ 23.33	0.00
PAINTER (Brush and Roller).....	\$ 15.38 **	2.95
PAINTER: Spray.....	\$ 17.47	2.22
ROOFER.....	\$ 20.22	2.09
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 17.30	2.35
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



# **SECTION 4**

## **Bid Specifications**

***DESIGN-BUILD  
MODULAR CLASSROOM  
BUILDING PROJECT***

***Regional School Unit 57  
86 West Road  
Waterboro, ME 04087***

January 24, 2024

## **SECTION 01 10 00 SUMMARY**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Conceptual drawings and general provisions of the Contract, including General Conditions and other Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Project information.
  - 2. RSU 57 Preferred Subcontractors.
  - 3. Work covered by Contract Documents.
  - 4. Building Codes and Conceptual Drawings.
  - 5. Construction schedule.
  - 6. Access to site.
  - 7. Coordination with occupants.
  - 8. Work restrictions.
  - 9. Specification and drawing conventions.
  - 10. Temporary Facilities.
  - 11. Submittals and Shop Drawings.
  - 12. Electronic Drawing Files.
  - 13. Record Documents.

#### **1.3 PROJECT INFORMATION**

- A. Project Identification: RSU 57 Design-Build Modular Classroom Building Project
  - 1. Project Location:  
Massabesic High School West  
86 West Road, Waterboro, Maine 04087
- B. Owner: Regional School Unit 57
- C. Identification: The Contract Documents were prepared by Cordjia Capital Projects Group, 16 Tannery Lane, Suite 23, Camden, Maine 04843. Telephone 207-236-9970.

#### **1.4 RSU 57 PREFERRED SUBCONTRACTORS**

- A. Building Automation System Controls:
  - 1. XL Automation Solutions  
572 Odlin Road  
Bangor, ME 04401  
E-Mail: [info@xlautomationsolutions.com](mailto:info@xlautomationsolutions.com)  
Tel: (207) 989-8855

- B. Security and Access Control:
  - 1. Maine State Security  
1308 New County Road  
Dayton, ME 04005  
E-Mail: [info@mainestatesecurity.com](mailto:info@mainestatesecurity.com)  
Tel: (207) 247-4371
- C. Earthwork:
  - 1. Douglas C. Foglio, Inc.  
978 Main Street  
Waterboro, ME 04087  
E-Mail: [info@foglio.com](mailto:info@foglio.com)  
Tel: (207) 247-4461
- D. Electrical:
  - 1. Bana Corp.  
59 Cape Road  
Hollis Center, ME 04042  
E-Mail: [banacorp@gmail.com](mailto:banacorp@gmail.com)  
Tel: (207) 929-6959

## **1.5 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of the following:

The project consists of the design-build of a new turn-key 4,352 square foot pre-engineered modular classroom building for RSU 57 on its High School campus in Waterboro. The project will also consist of site improvements and infrastructure. The modular classroom building will be located south of the existing Massabesic High School West building in an existing grassed area. The modular classroom building will need to be connected to the existing water, sewer and propane services in the vicinity. An underground cistern, fire pump skid and associated ancillary heated building will need to be installed to serve the fire suppression system. A new electrical service will need to be provided to serve the building. This electrical service will extend from an existing exterior transformer located east of the existing modular classrooms. The approximate location of the electrical connection is shown on the conceptual site plan. Sprinkler, fire alarm, data, building automation, access control and security systems are to be roughed-in and connected to existing and new systems to achieve final completion. Aluminum ADA compliant platforms and ramps will need to be provided at each building entrance.

## **1.6 BUILDING CODES AND CONCEPTUAL DRAWINGS**

- A. The following information documents contain certain code assumptions that were used in the development of the Conceptual Drawings. The information is not intended as representations or warranties but is provided for information purposes only. It is expressly understood that the Contractor will be solely responsible for designing the Project in accordance with all applicable local, state, and federal codes.
- B. The Conceptual Drawings are provided to establish the design intent for the project. The Conceptual Design is based on the Scope of the Project, as defined within this Program and represents a desired “conceptual” solution to the floor plan layout and architectural character of the

Project. In addition to complying with all specific requirements of the Program, the Contractor shall provide a project design that is consistent with the principles established in the Conceptual Drawings. The Contractor shall be responsible for developing the design for the project consistent with all local, state, and federal codes and providing a complete and fully coordinated design.

- C. The Contractor may propose a design that is different than that provided in the Conceptual Drawings provided that the alternative design meets the specific requirements of the Program and is consistent with the overall intent, quality and principles of the Conceptual Drawings.
- D. The Conceptual Drawings do not represent a complete and final Schematic Design. The Conceptual Drawings were prepared in order to assist the Owner in the development of the Program and to establish an understanding of the scale, massing and other design principles of the Project. The Owner does not warrant that the Conceptual Drawings have been evaluated against all project requirements, codes and regulations. The Owner will not be liable for any interpretations or conclusions drawn from the Conceptual Drawings by the Contractor.

## **1.7 CONSTRUCTION SCHEDULE**

- A. The Work shall commence and be substantially complete as indicated:
  - 1. Submission of product submittals and procurement of materials for the project is anticipated to commence after the Contract Documents are in place. Material storage facilities will need to be provided offsite by the Contractor.
  - 2. Work at the school facilities (hereinafter called the Project sites) may commence on April 01, 2024 and the Work shall be substantially complete on August 01, 2024.
- B. Before commencing Work, submit an updated copy of Contractor's construction schedule showing the sequence, commencement, and completion dates for all phases of the Work.

## **1.8 ACCESS TO SITE**

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other Contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.

## **1.9 PERMITTING**

- A. The Owner will be responsible for obtaining planning board approval.
- B. The Contractor will be responsible for local building permit, Fire Marshal construction permit, barrier-free permit, electrical permit, plumbing permit, and all other applicable permits required for construction.

## **1.10 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
  1. Weekend Hours: As approved by and Owner.
  2. Early Morning or Late Afternoon Hours: As approved by Owner.
  3. Hours for Utility Shutdowns: As approved by Owner.
  4. Provide 48-hour notice to Owner when performing work other than during normal working hours.
- C. Restricted Substances: Use of tobacco products and other controlled substances is prohibited anywhere on school grounds pursuant to MRS 22 sec 1578-B.
- D. Employee Screening: The Owner reserves the right to request background screening of Contractor personnel working on the Project site. Upon request, the contractor shall provide the full names, dates of birth, last 4 digits of SSN, drivers license number, and current town/city of residence of its employees and all subcontractor personnel.

#### **1.11 TEMPORARY FACILITIES**

- A. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- B. Toilets: Use of Owner's existing toilet facilities is not permitted. Toilet facilities shall be provided by the Contractor.
- C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Temporary barricades necessary to separate the Contract Site areas from the Owner's area or public area shall be provided by the Contractor.
- E. Storage Sheds or Boxes for Tools, Storage Containers, Field Offices, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials shall be provided by the Contractor.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  1. Prohibit smoking on school grounds. Comply with additional limits on smoking specified in other Sections.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  3. Fire Extinguishers: Provide portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

4. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

## **1.12 SUBMITTALS AND SHOP DRAWINGS**

### **A. Submittals required for review.**

1. Site Plan.
2. Gravel fill.
3. Classroom Building plans.
4. Fire Pump Building plans.
5. Mechanical plans.
6. Electrical Plans.
7. Flooring.
8. Windows.
9. Doors.
10. ACT ceiling.
11. Siding.
12. Roofing.
13. Plumbing Fixtures.
14. Lighting Fixtures.
15. Any item that requires owner selection.
16. Any item that is a substitution.

### **B. Shop Drawings**

1. Access ramps.
2. Sprinkler cistern.
3. Sprinkler system design.

## **1.13 ELECTRONIC DRAWING FILES**

- ### **A. The Contractor shall provide to the Owner's Representative electronic copies of drawings in .DWG and .PDF format as follows:**
1. 100% Construction Documents – All drawings comprising the final construction set.
  2. Post Construction – complete set of Construction Documents corrected to include as-built conditions.

## **1.14 RECORD DOCUMENTS**

- ### **A. Record Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.**
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

- b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Changes made by Change Order or Supplemental Instruction.
    - d. Field records for variable and concealed conditions.
    - e. Field changes of dimension and detail.
    - f. Details not on original Contract drawings.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record sets with a red or blue pen, to distinguish the changes. The pen must be of a type that will be clear and legible when scanned to PDF.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Contract Record Documents: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected data files of the Contract Documents, as follows:
- 1. Digital Format: Annotated PDF electronic file on compact disk.
  - 2. Printed Format: Two (2) printed copies organized and indexed in three-ring binders.
  - 3. Content: Types of items to be included, but are not limited to, the following:
    - a. Table of contents.
    - b. Project Summary.
    - c. Contact Information with company name, contact name, address, and telephone number of the Architect/Engineer, Contractor, Subcontractors, Suppliers & Vendors.
    - d. Warranty Documents from Contractor and Manufacturers.
    - e. Record Drawings.
    - f. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
      - i. Manufacturer's name and product model and number.
      - ii. Product substitutions or alternates used.
      - iii. Changes made by Addenda and modifications.
    - g. Addenda.
    - h. Change Orders and other modifications to the Contract.
    - i. Reviewed Shop Drawings, Submittals, Product Data, and Samples.
    - j. Manufacturer's instruction for assembly, installation, maintenance and adjusting.
    - k. Inspection Reports.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 10 00**

**SECTION 01 20 00  
MODULAR CLASSROOM COMPLEX**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Conceptual drawings and general provisions of the Contract, including General Conditions and other Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Foundation.
  - 2. Frame Construction.
  - 3. Floor.
  - 4. Walls.
  - 5. Interior Doors.
  - 6. Ceiling.
  - 7. Roof.
  - 8. Exterior.
  - 9. Windows.
  - 10. Exterior Doors.
  - 11. Access Ramp.
  - 12. Electrical.
  - 13. HVAC.
  - 14. Insulation.
  - 15. Plumbing.
  - 16. Sprinkler.
  - 17. Site Work.

**1.3 FOUNDATION**

- A. Provide reinforced concrete foundation coordinated with modular support requirements.
- B. Modular unit to be anchored to foundation or slab.

**1.4 FRAME CONSTRUCTION**

- A. Frame to be adequately sized.
- B. Removeable towbars to remain the property of the Owner. If applicable.

**1.5 FLOOR**

- A. Floor framing to be adequately sized. Pursuant to code for educational occupancy.



- B. Subfloor shall be ¾" tongue and groove Advantech decking.
- C. Floor insulation to be in compliance with IECC.
- D. All floors to have ALTRO quartz tile. Provide a deduct alternate to use standard 1/8" thick VCT.
- E. Floors shall be level and smooth at all module seams.
- F. Flooring to be cleaned and sealed per manufacturer's instructions.
- G. Provide 4" vinyl base throughout.
- H. Colors to be selected by Owner from manufacturers standard selections.
- I. The floor system shall be installed prior to the installation of privacy partitions, fixtures and casework.

## **1.6 WALLS**

- A. Wall height to be such that allows 8'-0" below ACT.
- B. Exterior wall studs shall be 2x6.
- C. Interior wall studs shall be 2x4 except where 2x6 is required for plumbing.
- D. Interior walls to have sound insulation.
- E. All walls to receive 5/8" gyp. board. Toilets and Janitor room to receive 5/8" moisture resistant gyp. board.
- F. Toilets and janitor room to have FRP over the moisture resistant gyp. Board.
- G. All interior walls with outside corners, the corners shall have a corner protector. Acrovyn or similar.
- H. All walls to be painted with color selected by Owner. Two finish coats over primer.
- I. Exterior wall construction to be in compliance with IECC.

## **1.7 INTERIOR DOORS**

- A. 36"x80" x 1-3/4" commercial 5 ply heavy duty pre-finished solid core door w/18 gauge painted steel frames, w/3 sets self-closing hinges and 6"x30" sight glass in all classroom doors. Furnish painted metal steel lite kits for all classroom doors.
- B. Locking hardware to be Grade 2 classroom function.
- C. Door frames shall have three silencers per frame for sound deadening.

## **1.8 CEILING**

- A. Act throughout. 2x2 grid and 2x2 tiles.
- B. Ceiling tiles to be ¾" thick, sag resistant. Lay-in with a minimum NRC rating of .70.
- C. Ceiling/roof insulation to be in compliance with IECC.

## **1.9 ROOF**

- A. Roof covering – 60 Mil. minimum EPDM.
- B. Provide edge trim for EPDM roof.

**1.10 EXTERIOR**

- A. Siding to be horizontal vinyl 4-1/2" exposure.
- B. Vinyl siding to be 0.045" thick min.
- C. Skirting. Provide solid vinyl skirting. If applicable based on the foundation design.

**1.11 WINDOWS**

- A. Vinyl 36"x60" double hung window with screen and vinyl shutters.
- B. Glass – insulating low "E" glass.
- C. Windows must meet the IECC requirements.

**1.12 EXTERIOR DOORS**

- A. 36"x80" 18 gauge insulated steel doors w/16 gauge steel frames.
- B. 3"x33" vision panel (vision panel kits shall be installed such that the panic hardware will not cover window or window frame).
- C. Door assembly to meet IECC requirements.
- D. Provide heavy duty door closer.
- E. Provide panic hardware on exit doors.
- F. Exit doors to be provided with pulls.
- G. Exterior doors shall be lockable.
- H. Doors to be provided with electric strike.
- I. Exit doors to be equipped with manual lock release.

**1.13 ACCESS RAMPS**

- A. Provide aluminum access ramp to each door.
- B. Provide frost protected supports.
- C. Ramp shall have a landing providing access to the doors.
- D. Ramp shall have handrails and guard rails as required by code.
- E. Ramp shall be compliant with ADA, NFPA 101 (2018) and IBC (2015).

**1.14 ELECTRICAL**

- A. Number of panels, amp sizes and amp size of MDP to be determined from calculations by the contractor.
- B. There shall be a single gang box at each exit for fire alarm pull stations.
- C. There shall be a double gang box mounted 15' from each end of the corridor at 80" AFF for fire alarm horn/strobe stubbed BFF and extended to the perimeter with factory 90 – degree bends.
- D. Fire alarm system to be connected to the existing Honeywell Silent Knight panel in the High School.
- E. All stubs BFF shall have pull strings installed to facilitate installation of low voltage wiring.

- F. Provide junction boxes per NFPA 72 on hallways for smoke detection 80" AFF with conduit to the perimeter with factory 90-degree bends.
- G. All classrooms to have Two duplex outlets per wall minimum.
- H. Each classroom to have data. Two wall outlets and one ceiling outlet.
- I. There shall be a power outlet next to each data outlet.
- J. All lighting to be LED.
- K. Ceiling lights to be lay-in fixtures.
- L. Exterior lighting. Exterior lighting shall be provided to illuminate the entrance doors and the exit ramps.
- M. Lighting levels to be in compliance with ASHREA 90.1-2026.
- N. Lighting controls to be in compliance with IECC.
- O. Provide exit signs and emergency lights as required by code.
- P. Security - System shall be integrated with the existing system operated by the RSU. All parts will need to be compatible with the head end server, Honeywell Vista 250BPT Partitioned Commercial Burglary Alarm Control System. Provide motion detection to cover the entire length of the hallway.
- Q. Access control - System shall be a Linear Access Control System to integrate with the existing system operated by the RSU. All parts will need to be compatible with the head end server, EL36-4M: eMerge Elite-36 4-Door Access Control Platform. Access control readers shall have a numeric keypad built in for access control via pin installed at each exterior door with door contacts.

#### **1.15 HVAC**

- A. HVAC unit, wall mounted, Bard or equivalent. Size to be determined by calculations.
- B. Units to have electric DX cooling and propane gas heating.
- C. Propane to be piped from existing tank farm on site. See conceptual site plan.
- D. Control – Fan status, discharge air temperature, enable, heating, DX cooling. Provide alarms.
- E. New modular to be connected to the existing Honeywell N-4 building automation system operated by the RSU. All parts will need to be compatible.
- F. Thermostats – Honeywell Zio Lite TR42 wall modules mounted on interior walls.
- G. Supply and Return ducts – Duct insulation to be in compliance with IECC.
- H. Diffusers – Ceiling Mount.
- I. Return grills – Ceiling Mount.
- J. Ventilation to be provided in compliance with ASHREA 62.1-2016.

#### **1.16 INSULATION**

- A. Floor: R-30
- B. Walls: R-13 + R7.5 continuous insulation or R-20 + R-3.8 continuous insulation.
- C. Ceiling: R-49 attic insulation or R-30 if insulation is above the roof deck.
- D. The insulation R values are prescriptive. The contractor can choose to run a comcheck for insulation requirements if acceptable to the local code office.

### **1.17 PLUMBING**

- A. Connect to existing water line on site. See conceptual site plan.
- B. Connect to existing sewer on site. See conceptual site plan.
- C. Plumbing fixtures and clear floor space to be compliant with ADA.
- D. Drinking Fountain to be ADA compliant.
- E. Furnish and install modesty partitions and urinal screens. Color to be selected by owner.
- F. Mirrors to be 24"x36" with stainless steel frames. Mounted per ADA.
- G. Grab bars shall be provided and mounted per ADA.
- H. Toilet accessories. Soap dispensers, paper holders and paper towel dispensers to be provided by owner and installed by contractor. Toilet accessories shall mounted per ADA.
- I. Restrooms to be provided with exhaust fan.
- J. Water heater – 1 (30) gallon electric per code.
- K. Provide floor drains where required by code.
- L. Vent and waste drops to be plumbed vertical.
- M. Mop sink with legs in janitor room.
- N. All buried supply piping to be below frost or frost protected. Supply lines not below frost or exposed shall be frost protected.

### **1.18 SPRINKLER**

- A. NFPA 13 sprinkler system to be installed. Comply with all applicable NFPA codes.
- B. An adequate source of public water to supply the sprinkler riser is not available. There will need to be an appropriately sized cistern with a fire pump housed in an insulated and heated pump building structure on top of the cistern.
- C. The intent is that the modular classroom building will be evacuated if utility power is lost.
- D. Electric heat capable of always maintaining 45 degrees within the pump building.
- E. Pump building to be tied to building automation system.
- F. Pump building shall have a temperature sensor to alert if temperature drops to 40 Degrees.

### **1.19 SITE**

- A. Provided conceptual site plan indicates the desired location.
- B. The site plan, details and notes indicate the desired intent of design.
- C. Contractor is responsible for all site work related to the placement of the new modular classroom unit.
- D. The site works includes but is not limited to the pad preparation, all utility trenching, backfill and paving or seeding depending on location. All walkways needed to get from the modular to an existing walk. Final grading and seeding.
- E. The provided site plan indicates suggested routes for water, sewer, power and propane and under drains.
- F. Provide a stone drip as indicated on conceptual site plan.

## **PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 20 00**

# **SECTION 5**

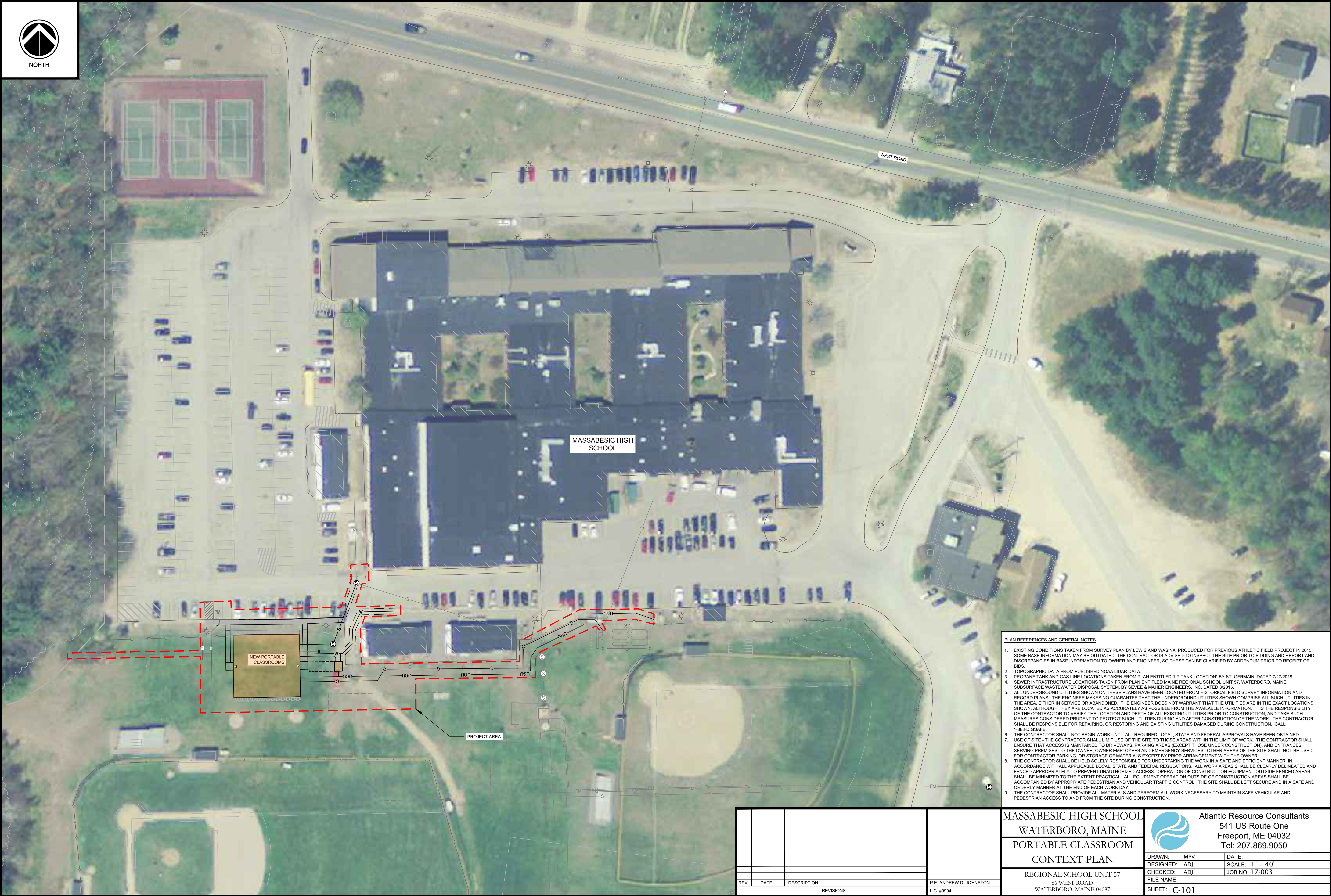
## **Conceptual Drawings**

***DESIGN-BUILD  
MODULAR CLASSROOM  
BUILDING PROJECT***


***Regional School Unit 57  
86 West Road  
Waterboro, ME 04087***

January 24, 2024



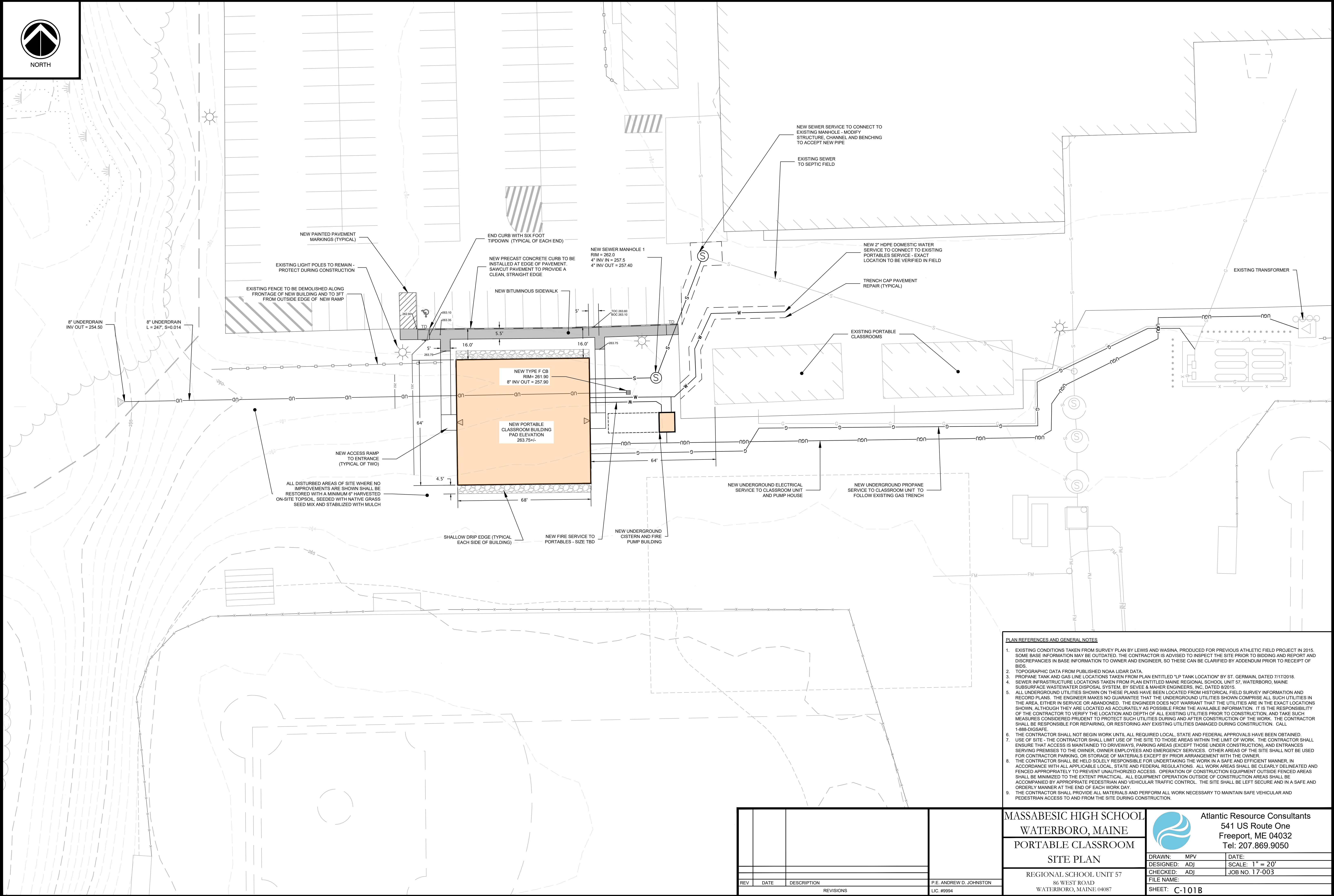


- PLAN REFERENCES AND GENERAL NOTES**
1. EXISTING CONDITIONS TAKEN FROM SURVEY PLAN BY LEWIS AND WASINA, PRODUCED FOR PREVIOUS ATHLETIC FIELD PROJECT IN 2015. SOME BASE INFORMATION MAY BE OUTDATED. THE CONTRACTOR IS ADVISED TO INSPECT THE SITE PRIOR TO BIDDING AND REPORT AND DISCREPANCIES IN BASE INFORMATION TO OWNER AND ENGINEER, SO THESE CAN BE CLARIFIED BY ADDENDUM PRIOR TO RECEIPT OF BIDS.
  2. TOPOGRAPHIC DATA FROM PUBLISHED NOAA LIDAR DATA.
  3. PROPANE TANK AND GAS LINE LOCATIONS TAKEN FROM PLAN ENTITLED "LP TANK LOCATION" BY ST. GERMAIN, DATED 7/17/2018.
  4. SEWER INFRASTRUCTURE LOCATIONS TAKEN FROM PLAN ENTITLED MAINE REGIONAL SCHOOL UNIT 57, WATERBORO, MAINE SUBSURFACE WASTEWATER DISPOSAL SYSTEM, BY SEVEE & MAHER ENGINEERS, INC, DATED 8/2015.
  5. ALL UNDERGROUND UTILITIES SHOWN ON THESE PLANS HAVE BEEN LOCATED FROM HISTORICAL FIELD SURVEY INFORMATION AND RECORD PLANS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER DOES NOT WARRANT THAT THE UTILITIES ARE IN THE EXACT LOCATIONS SHOWN. ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE AVAILABLE INFORMATION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND TAKE SUCH MEASURES CONSIDERED PRUDENT TO PROTECT SUCH UTILITIES DURING AND AFTER CONSTRUCTION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, OR RESTORING AND EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. CALL 1-888-DIGSAFE.
  6. THE CONTRACTOR SHALL NOT BEGIN WORK UNTIL ALL REQUIRED LOCAL, STATE AND FEDERAL APPROVALS HAVE BEEN OBTAINED.
  7. USE OF SITE - THE CONTRACTOR SHALL LIMIT USE OF THE SITE TO THOSE AREAS WITHIN THE LIMIT OF WORK. THE CONTRACTOR SHALL ENSURE THAT ACCESS IS MAINTAINED TO DRIVEWAYS, PARKING AREAS (EXCEPT THOSE UNDER CONSTRUCTION), AND ENTRANCES SERVING PREMISES TO THE OWNER, OWNER EMPLOYEES AND EMERGENCY SERVICES. OTHER AREAS OF THE SITE SHALL NOT BE USED FOR CONTRACTOR PARKING, OR STORAGE OF MATERIALS EXCEPT BY PRIOR ARRANGEMENT WITH THE OWNER.
  8. THE CONTRACTOR SHALL BE HELD SOLELY RESPONSIBLE FOR UNDERTAKING THE WORK IN A SAFE AND EFFICIENT MANNER, IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. ALL WORK AREAS SHALL BE CLEARLY DELINEATED AND FENCED APPROPRIATELY TO PREVENT UNAUTHORIZED ACCESS. OPERATION OF CONSTRUCTION EQUIPMENT OUTSIDE FENCED AREAS SHALL BE MINIMIZED TO THE EXTENT PRACTICAL. ALL EQUIPMENT OPERATION OUTSIDE OF CONSTRUCTION AREAS SHALL BE ACCOMPANIED BY APPROPRIATE PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL. THE SITE SHALL BE LEFT SECURE AND IN A SAFE AND ORDERLY MANNER AT THE END OF EACH WORK DAY.
  9. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND PERFORM ALL WORK NECESSARY TO MAINTAIN SAFE VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM THE SITE DURING CONSTRUCTION.

			MASSABESIC HIGH SCHOOL WATERBORO, MAINE PORTABLE CLASSROOM CONTEXT PLAN		 <b>Atlantic Resource Consultants</b> 541 US Route One Freeport, ME 04032 Tel: 207.869.9050
			REGIONAL SCHOOL UNIT 57 86 WEST ROAD WATERBORO, MAINE 04087		
			DRAWN: MPV DESIGNED: ADJ CHECKED: ADJ FILE NAME:		DATE: SCALE: 1" = 40' JOB NO. 17-003
			SHEET: C-101		

REV	DATE	DESCRIPTION	P.E. ANDREW D. JOHNSTON LIC. #9994
REVISIONS			






- PLAN REFERENCES AND GENERAL NOTES**
1. EXISTING CONDITIONS TAKEN FROM SURVEY PLAN BY LEWIS AND WASINA, PRODUCED FOR PREVIOUS ATHLETIC FIELD PROJECT IN 2015. SOME BASE INFORMATION MAY BE OUTDATED. THE CONTRACTOR IS ADVISED TO INSPECT THE SITE PRIOR TO BIDDING AND REPORT AND DISCREPANCIES IN BASE INFORMATION TO OWNER AND ENGINEER, SO THESE CAN BE CLARIFIED BY ADDENDUM PRIOR TO RECEIPT OF BIDS.
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REV	DATE	DESCRIPTION	P.E. ANDREW D. JOHNSTON LIC. #9994
REVISIONS			

MASSABESIC HIGH SCHOOL  
WATERBORO, MAINE  
PORTABLE CLASSROOM  
SITE PLAN

REGIONAL SCHOOL UNIT 57  
86 WEST ROAD  
WATERBORO, MAINE 04087



Atlantic Resource Consultants  
541 US Route One  
Freeport, ME 04032  
Tel: 207.869.9050

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TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDE THE USE OF GEOTEXTILE SEPARATION FABRIC ON SUBGRADE, STABILIZED CONSTRUCTION ENTRANCES, SILTATION FENCE, EROSION CONTROL MIX, STONE CHECK DAMS, HAY BALE BARRIERS, CATCH BASIN INLET BARRIERS, CATCH BASIN SEDIMENT COLLECTION BAGS, EROSION CONTROL BLANKET, AND TEMPORARY SEEDING AND MULCHING AS REQUIRED. PERMANENT DEVICES INCLUDE THE USE OF RIP RAP AT EXPOSED STORM DRAIN AND CULVERT INLETS AND OUTLETS, RIP RAPPED SLOPES, AND PERMANENT VEGETATION.

A. IT IS ANTICIPATED THAT CONSTRUCTION MAY BEGIN AS SOON AS POSSIBLE. FOLLOWING RECEIPT OF NECESSARY PERMITS.

1. ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2003, OR AS CURRENTLY REVISED OR U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATION 832/R-92-005 (SEPTEMBER, 1992) STORM WATER MANAGEMENT FOR CONSTRUCTION, CHAPTER 3, WHICHEVER IS MORE STRINGENT.
2. ANY ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE, DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) PERSONNEL AND/OR MUNICIPAL OFFICIALS SHALL BE INSTALLED BY THE CONTRACTOR.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL FINES RESULTING FROM EROSION OR SEDIMENTATION FROM THE SITE TO SURROUNDING PROPERTIES, WATER BODIES, OR WETLANDS AS A RESULT OF THIS PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/ REPLACEMENT/ MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF THE ABOVE PERSONNEL. DESCRIPTIONS OF ACCEPTABLE PERMANENT STABILIZATION FOR VARIOUS COVER TYPES FOLLOWS

5.:

- A. FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.
- B. FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
- C. FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.
- D. FOR AREAS STABILIZED WITH RIP RAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIP RAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIP RAP. STONE MUST BE SIZED APPROPRIATELY.
- E. PAVED AREAS: FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED.
- F. FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH MATURE VEGETATION AT LEAST THREE INCHES IN HEIGHT, WITH WELL-GRADED RIP RAP, OR WITH ANOTHER NON-EROSIVE LINING CAPABLE OF WITHSTANDING THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHOUT RELIANCE ON CHECK DAMS TO SLOW FLOW. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE LINING, UNDERCUTTING OF THE BANKS, OR DOWN CUTTING OF THE CHANNEL.

1. PRIOR TO THE BEGINNING OF CONSTRUCTION, THE STABILIZED CONSTRUCTION ENTRANCE AND TEMPORARY SILT FENCE SHALL BE INSTALLED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. IT IS THE INTENT THAT SILT FENCE BE INSTALLED DOWN GRADIENT OF ALL DISTURBED AREAS OF THE SITE. SILT FENCE SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS WILL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE PERIODICALLY REMOVED FROM THE UPSTREAM SIDE OF THE SILT BARRIERS. THIS SEDIMENT WILL BE SPREAD AND STABILIZED IN AREAS OF THE SITE NOT SUBJECT TO EROSION. SILT FENCE SHALL BE REPLACED AS NECESSARY TO PROVIDE PROPER FILTERING ACTION. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, THEY WILL BE REPLACED WITH A TEMPORARY CRUSHED STONE CHECK DAM.
2. ALL CATCH BASINS AND FIELD INLETS, NEW OR EXISTING, THAT MAY RECEIVE RUNOFF FROM DISTURBED AREAS MUST BE PROTECTED DURING CONSTRUCTION.
3. REMOVAL OF SOD, TREES, BUSHES AND OTHER VEGETATION AND SOIL DISTURBANCE WILL BE KEPT TO A MINIMUM WHILE ALLOWING PROPER SITE DEVELOPMENT.
4. GRUBBINGS AND ANY UNUSABLE TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN AN APPROVED MANNER.
5. ANY SUITABLE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR REUSE IN FINAL GRADING. TOPSOIL WILL BE STOCKPILED IN A MANNER SUCH THAT NATURAL DRAINAGE IS NOT OBSTRUCTED AND NO OFF-SITE SEDIMENT DAMAGE WILL RESULT. IF A STOCKPILE IS NECESSARY, THE SIDE SLOPES OF THE TOPSOIL STOCKPILE WILL NOT EXCEED 2:1. TOPSOIL STOCKPILES WILL BE TEMPORARILY SEEDDED WITH AROOSTOOK RYE, ANNUAL OR PERENNIAL RYE GRASS WITHIN 7 DAYS OF FORMATION, OR TEMPORARILY MULCHED IF SEEDING CANNOT BE DONE WITHIN THE RECOMMENDED SEEDING DATES.
6. TEMPORARY DIVERSION BERMS AND DRAINAGE SWALES SHALL BE CONSTRUCTED AS NECESSARY.
7. TEMPORARY STABILIZATION SHALL BE CONDUCTED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF SOILS, PRIOR TO ANY RAIN EVENT, AND PRIOR TO ANY WORK SHUT DOWN LASTING MORE THAN ONE DAY. TEMPORARY STABILIZATION INCLUDES SEED, MULCH, OR OTHER NON-ERODABLE COVER.
8. TEMPORARY SEEDING SPECIFICATIONS: WHERE SEEDBED HAS BEEN COMPACTED BY CONSTRUCTION OPERATIONS, LOOSEN SOIL TO A DEPTH OF 2 INCHES BEFORE APPLYING FERTILIZER, LIME, AND SEED. APPLY LIMESTONE AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQUARE FEET) AND 10-10-10 (N-P205-K20) FERTILIZER AT A RATE OF 600 LBS PER ACRE (13.8 LB. PER 1,000 SQUARE FEET). UNIFORMLY APPLY SEED AT THE RECOMMENDED SEEDING RATES AND DATES, APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRES, AND ANCHOR AS NECESSARY.

9. PERMANENT SEEDING SPECIFICATION. IF A LANDSCAPE PLAN HAS BEEN PREPARED FOR THE PROJECT, SOIL PREPARATION AND SEED SPECIFICATIONS OF THAT PLAN SHALL SUPERSEDE THESE GENERAL PERMANENT SEEDING REQUIREMENTS. IT IS RECOMMENDED THAT PERMANENT SEEDING BE COMPLETED BETWEEN APRIL 1 AND JUNE 15 OF EACH YEAR. LATE SEASON SEEDING MAY BE DONE BETWEEN AUGUST 15 AND SEPTEMBER 15. AREAS NOT SEEDDED OR WHICH DO NOT OBTAIN A SATISFACTORY GROWTH BY OCTOBER 15 SHALL BE SEEDDED WITH AROOSTOOK RYE OR MULCHED AT RATES PREVIOUSLY SPECIFIED. SEE WINTER CONDITIONS NOTES FOR SEEDING STABILITY AFTER NOVEMBER 1.

A.A. APPLY TOPSOIL TO A MINIMUM DEPTH OF 4 INCHES. MIX TOPSOIL WITH THE SUBSOIL TO A MINIMUM DEPTH OF 6 INCHES.

A.B. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TESTS. IN LIEU OF SOIL TESTS, APPLY GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQUARE FEET) AND GRANULAR, COMMERCIAL-GRADE, 10-10-10 (N-P205-K20) FERTILIZER AT A RATE OF 800 LBS PER ACRE (18.4 LBS PER 1,000 SQUARE FEET).

A.C. UNIFORMLY APPLY SEED MIXTURE AT THE RECOMMENDED SEEDING RATES AND DATES, APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRES, AND ANCHOR AS NECESSARY.

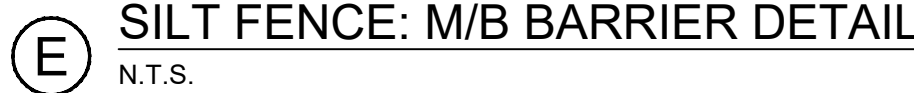
10. MULCH ALL AREAS SEEDED SO THAT SOIL IS NOT VISIBLE THROUGH THE MULCH REGARDLESS OF THE APPLICATION RATE.
11. DITCH LININGS, STONE CHECK DAMS, AND RIP RAP INLET AND OUTLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF COMPLETING THE GRADING OF THAT SECTION OF DITCH OR INSTALLATION OF CULVERT.
12. THE EROSION CONTROL BLANKET SHALL BE INSTALLED OVER STORM DRAIN INLETS AND OUTLETS SHALL CONSIST OF FIELD STONE OR ROUGH UNWEHN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE.
13. EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL PERMANENT SLOPES STEEPER THAN 15%, IN THE BASE OF DITCHES NOT OTHERWISE PROTECTED, AND ANY DISTURBED AREAS WITHIN 100 FEET OF A PROTECTED NATURAL RESOURCE (E.G. WETLANDS AND WATER BODIES). EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
14. TEMPORARY CONTROL MEASURES, SUCH AS SILT FENCE, SHALL BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED.

1. "WINTER CONSTRUCTION" IS CONSTRUCTION ACTIVITY PERFORMED DURING THE PERIOD FROM NOVEMBER 1ST THROUGH APRIL 15TH. IF AREAS WITHIN THE CONSTRUCTION ACTIVITY ARE NOT STABILIZED WITH TEMPORARY OR PERMANENT MEASURES OUTLINE ABOVE BY NOVEMBER 15TH, THEN THE SITE MUST BE PROTECTED WITH ADDITIONAL STABILIZATION MEASURES THAT ARE SPECIFIC TO WINTER CONDITIONS. NO MORE THAN ONE ACRE OF THE SITE MAY BE WITHOUT STABILIZATION AT ONE TIME.
2. SILT FENCE: IN LIEU OF PROVIDING THE 4" X 4" TRENCH, FOR FROZEN GROUND, STONY SOIL, THE PRESENCE OF LARGE ROOTS, OR OTHER PROHIBITIVE CONDITIONS, THE BOTTOM 8" TO 12" OF THE FABRIC MAY BE LAID ON EXISTING GRADE AND BACK FILLED WITH STONE ANCHORING MATERIAL, AS SHOWN ON THE DRAWINGS.
3. HAY MULCH SHALL BE APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE STABILIZED. MULCH MAY NOT BE SPREAD ON TOP OF SNOW.
4. AFTER NOVEMBER 1ST OR THE FIRST KILLING FROST FOR THE REGION AND BEFORE SNOW FALL, ALL EXPOSED AND DISTURBED AREAS NOT TO UNDERGO FURTHER DISTURBANCE ARE TO HAVE DORMANT SEEDING. THE DORMANT SEEDING METHOD: PREPARE THE SEEDBED, LIME AND FERTILIZE, APPLY THE SELECTED PERMANENT SEED MIXTURE AT DOUBLE THE REGULAR SEEDING RATE, AND MULCH AND ANCHOR DORMANT SEEDINGS NEED TO BE ANCHORED EXTREMELY WELL ON SLOPES, DITCH BASES AND AREAS OF CONCENTRATED FLOWS. DORMANT SEEDING REQUIRES INSPECTION AND RESEEDING AS NEEDED IN THE SPRING. ALL AREAS WHERE COVER IS INADEQUATE MUST BE IMMEDIATELY RESEEDED AND MULCHED AS SOON AS POSSIBLE.
5. ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1ST, OR MUST BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, MUST BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKFILL AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
6. MULCH NETTING MUST BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON THESE SLOPES.

1. **HOUSEKEEPING**  
**SPILE PREVENTION.** CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON-SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORM WATER, AND APPROPRIATE SPILE PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.
2. **GROUNDWATER PROTECTION.** DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS, ACCUMULATES RAINFALL THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.
3. **FUGITIVE SEDIMENT AND DUST.** ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL.
4. **DEBRIS AND OTHER MATERIAL.** LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.
5. **TRENCH OR FOUNDATION DE-WATERING.** THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD OVER NATURAL OR WOODED BUFFERS OR REMOVED AREAS THAT ARE SPECIFICALLY DESIGNATED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFER DAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE.



1. THIS PROJECT IS COVERED BY THE MAINE CONSTRUCTION GENERAL PERMIT. THE CONTRACTOR SHALL ADHERE TO ALL REQUIREMENTS OF THE GENERAL PERMIT.
2. INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION AND STORM WATER CONTROL MEASURES, AREAS USED FOR STORAGE THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE A WEEK AND BEFORE AND AFTER A STORM EVENT, PRIOR TO COMPLETION OF PERMANENT STABILIZATION. PERSON WITH KNOWLEDGE OF EROSION AND STORM WATER CONTROLS, INCLUDING THE STANDARDS IN THE MAINE CONSTRUCTION GENERAL PERMIT AND ANY DEP OR MUNICIPAL COMPANION DOCUMENTS, MUST CONDUCT THE INSPECTION. THIS PERSON MUST BE IDENTIFIED IN THE INSPECTION LOG. IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE MODIFIED IF ADDITIONAL BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
3. AN INSPECTION AND MAINTENANCE LOG MUST BE KEPT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME AND QUALIFICATIONS OF THE PERSON PERFORMING THE INSPECTION, DATE, AND MAJOR OBSERVATIONS RELATING TO OPERATION OF EROSION AND SEDIMENTATION CONTROLS AND POLLUTION PREVENTION MEASURES. MAJOR OBSERVATIONS MUST INCLUDE: BMPs THAT NEED TO BE MAINTAINED, LOCATION(S) OF BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED THAT DID NOT EXIST AT THE TIME OF THE INSPECTION. FOLLOW-UP TO CORRECT DEFICIENCIES OR ENHANCE CONTROLS MUST ALSO BE INDICATED IN THE LOG AND DATED, INCLUDING WHAT ACTION WAS TAKEN AND WHEN.
- F. CONSTRUCTION SCHEDULE & SEQUENCE (TIMELINES ARE APPROXIMATE AND WILL BE DEPENDENT ON WEATHER AND SITE CONDITIONS). IT IS ANTICIPATED THAT THE PROJECT WILL BE CONSTRUCTED IN PHASES – THE SCHEDULES BELOW REPRESENT AN APPROXIMATION OF THE TIMELINE ASSOCIATED WITH EACH PHASE OF DEVELOPMENT




MASSABESIC HIGH SCHOOL  
WATERBORO, MAINE  
EROSION CONTROL  
NOTES AND DETAILS  
REGIONAL SCHOOL UNIT 57  
86 WEST ROAD  
WATERBORO, MAINE 04087

Atlantic Resource Consultants  
 541 US Route One  
 Freeport, ME 04032  
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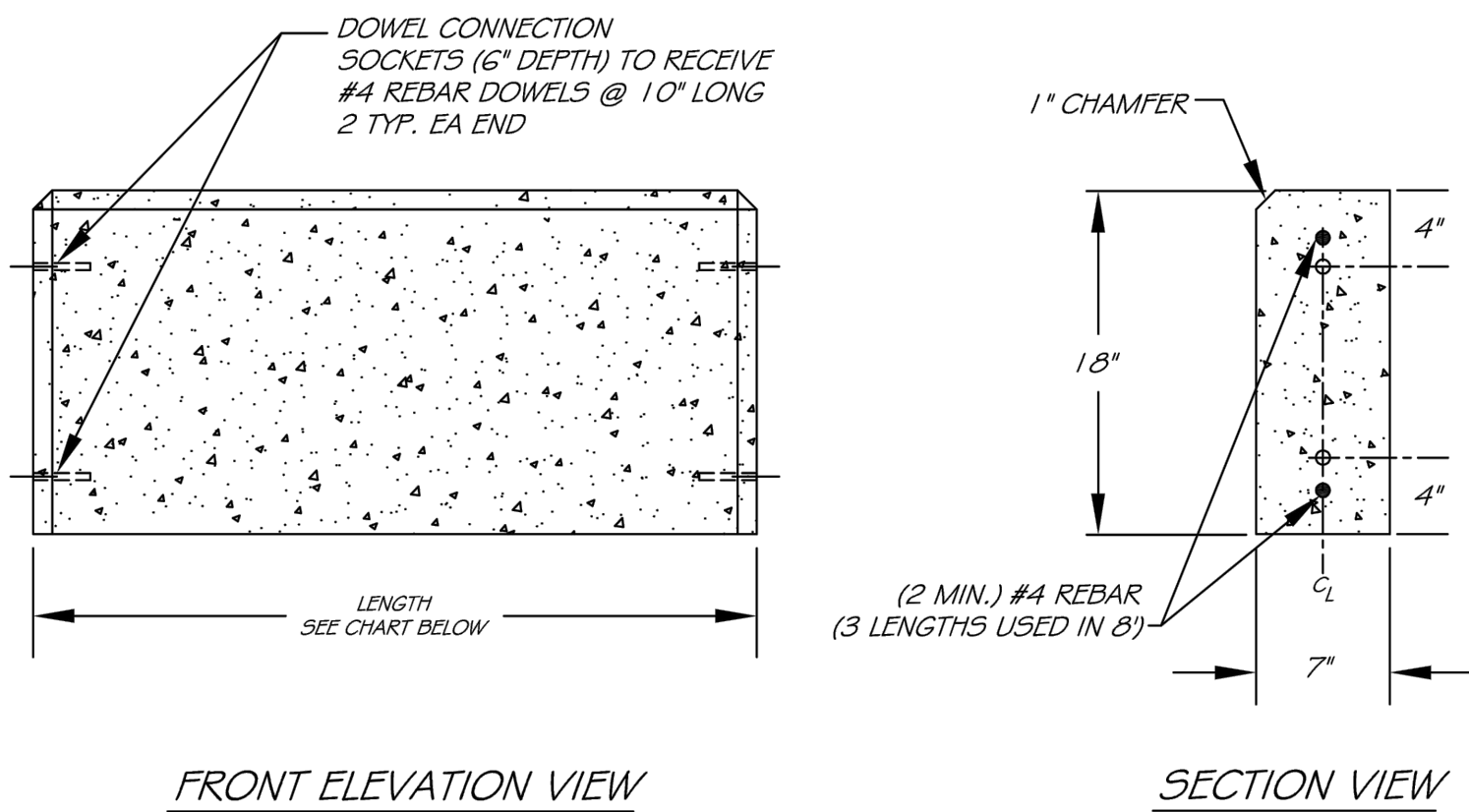
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FILE NAME:	
SHEET: C-300	





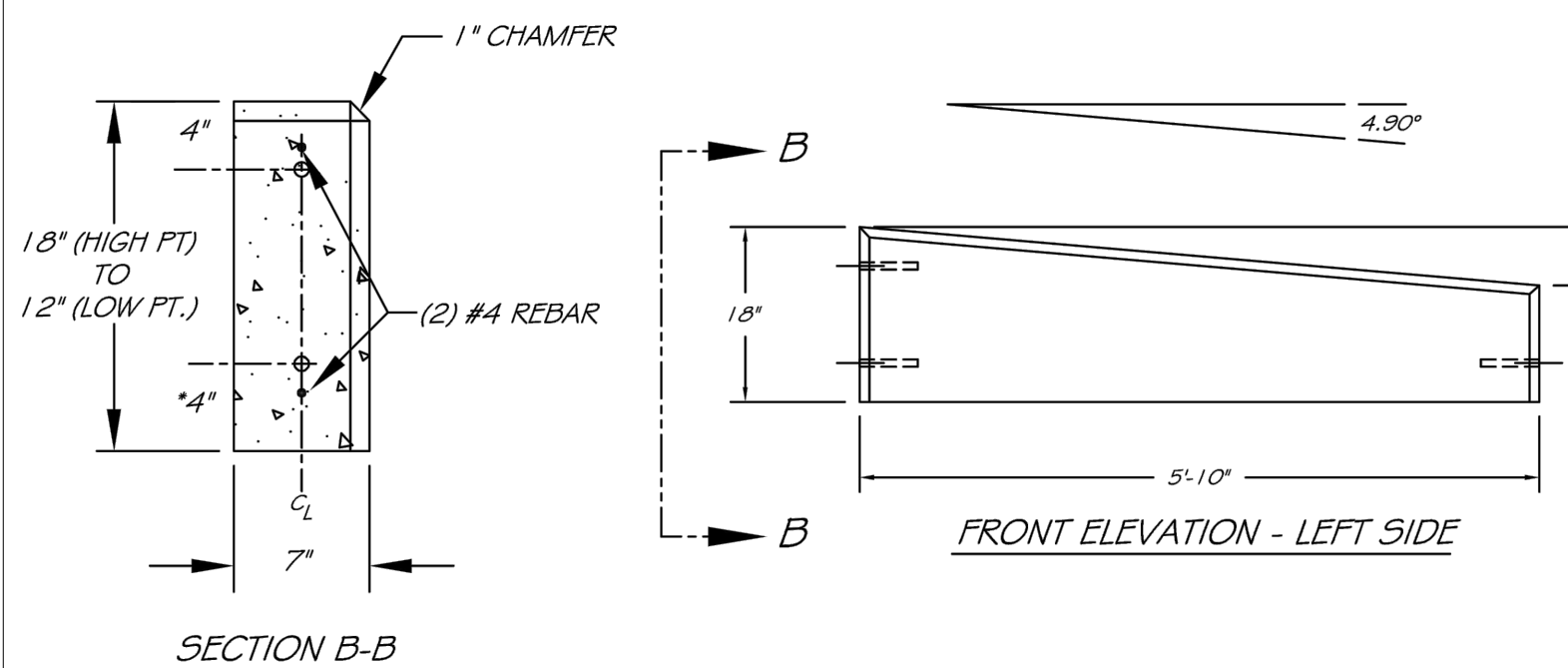
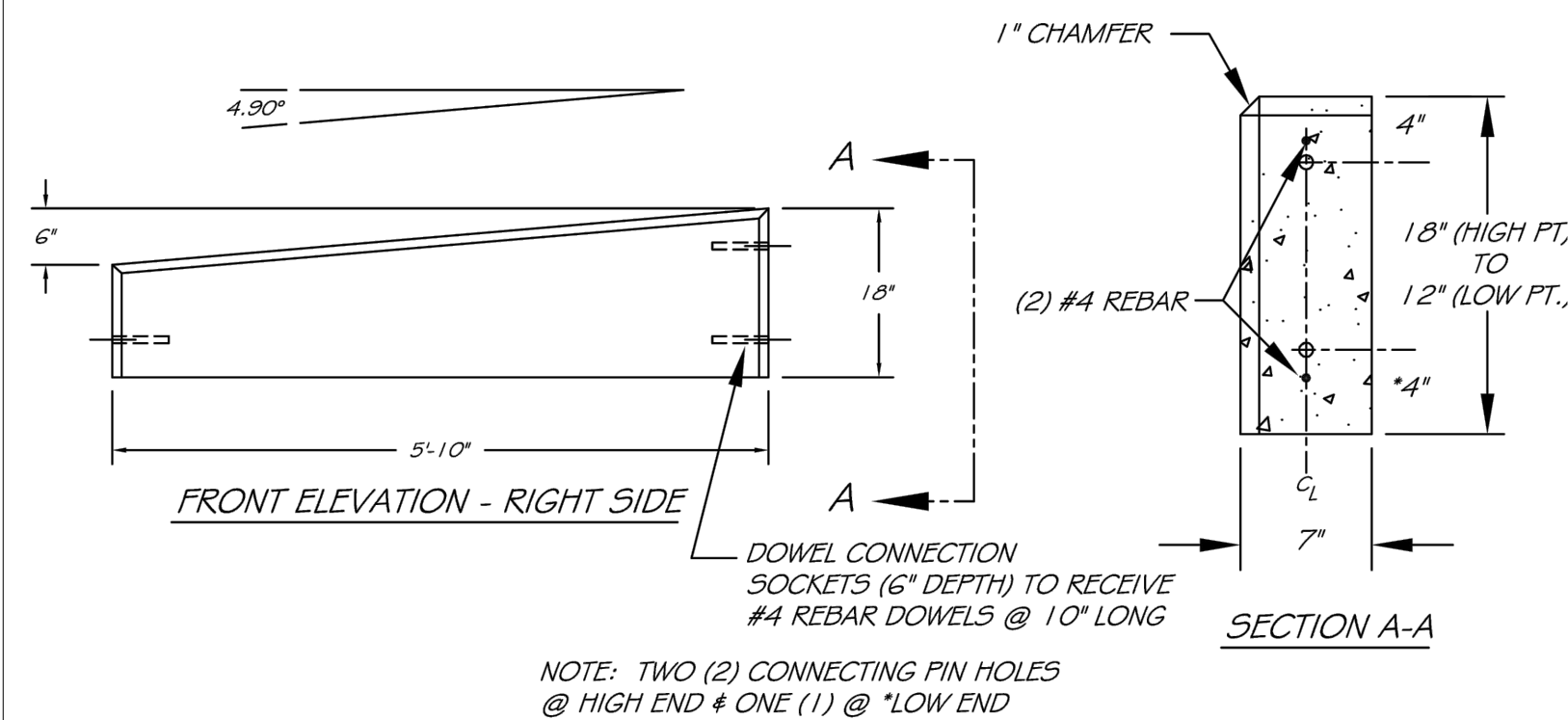
				MASSABESIC HIGH WATERBORO, MAINE PORTABLE CLASSROOM SITE CIVIL DETAILS	 Atlantic Resource Consultants 541 US Route One Freeport, ME 04032 Tel: 207.869.9050
				REGIONAL SCHOOL UNIT 57	DRAWN: VF      DATE: 1/11/2024 DESIGNED: AJ      SCALE: NTS CHECKED: AJ      JOB NO. 17-003
REV	DATE	DESCRIPTION	P.E. ANDREW D. JOHNSTON	86 WEST ROAD	FILE NAME:
		REVISIONS	LIC. #9994	WATERBORO, MAINE 04087	SHEET: C-301





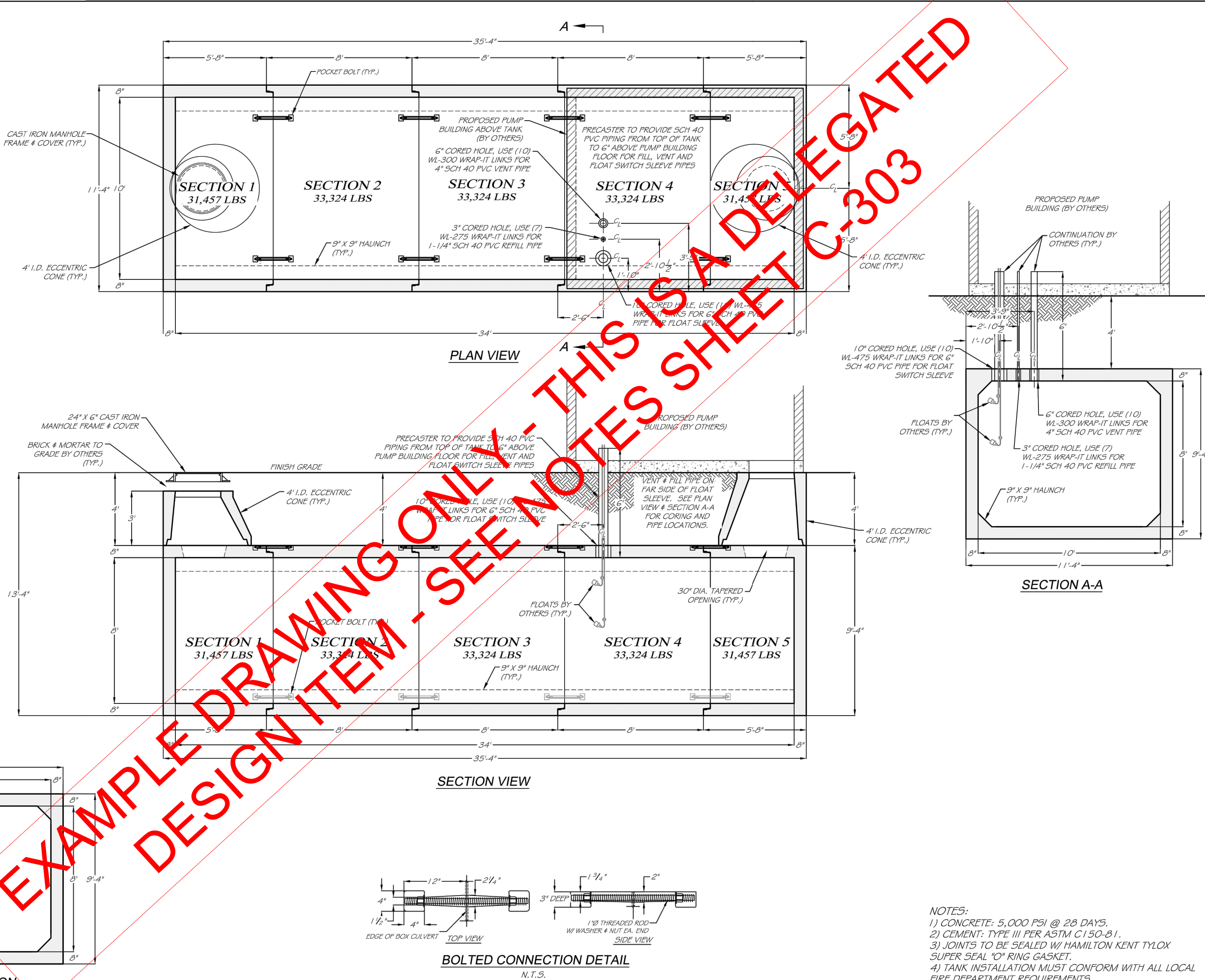
ITEM NO.	LENGTH	WEIGHT
CRB-2S	2'-0"	226 lbs.
CRB-3S	3'-0"	338 lbs.
CRB-4S	4'-0"	450 lbs.
CRB-5S	5'-0"	563 lbs.
CRB-6S	6'-0"	675 lbs.

1 PRECAST CONCRETE CURB- STRAIGHT SECTION  
N.T.S.



- DESIGN NOTES
1. CONCRETE: 5,000 PSI @ 28 DAYS
  2. CEMENT: PORTLAND CEMENT TYPE III PER ASTM C150
  3. RADIUS TIPDOWN TRANSITIONS NOT AVAILABLE
  4. APPROX. WEIGHT 650 lbs.

2 PRECAST CONCRETE CURB- TIPDOWN SECTION  
N.T.S.



3 TYPICAL PRECAST CONCRETE FIRE CISTERN  
N.T.S.

REVISION:	DATE: 5/28/2020	SCALE: 3/16" = 1'-0"	DWG BY: PJC
ENGINEER:	CONTRACTOR:	SHEET # 1 of 1	LOCATION:
20,000 FIRE TANK PLAN		JOB: (11890)	
George R. Roberts Co. & The Step Guys		Precast Concrete Products (Maine) 207-324-6571 192 Biddeford Road Alfred, Maine 04002 www.georgerobertsco.com	

MASSABESIC HIGH WATERBORO, MAINE PORTABLE CLASSROOM SITE CIVIL DETAILS II			Atlantic Resource Consultants 541 US Route One Freeport, ME 04032 Tel: 207.869.9050	
REGIONAL SCHOOL UNIT 57 86 WEST ROAD WATERBORO, MAINE 04087			DATE: 1/11/2024	
REV. DATE DESCRIPTION			DRAWN: VF	
P.E. ANDREW D. JOHNSTON LIC. #9994			DESIGNED: AJ	
REVISIONS			CHECKED: AJ	
			FILE NAME:	
			SHEET: C-302	



PROJECT NOTES:

DEMOLITION NOTES

1. PROVIDE NOT LESS THAN 72 HOURS' NOTICE OF ACTIVITIES THAT WILL AFFECT OPERATIONS OF ADJACENT OCCUPIED BUILDINGS.
2. MAINTAIN ACCESS TO EXISTING WALKWAYS, EXITS, AND OTHER FACILITIES USED BY OCCUPANTS OF ADJACENT BUILDINGS. BARRIER FREE ACCESS SHALL BE PROVIDED BETWEEN ALL BUILDINGS AND PARKING AREAS THROUGHOUT CONSTRUCTION.
3. HAZARDOUS MATERIALS: IT IS NOT EXPECTED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE WORK. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY OWNER, OWNER'S REP AND ENGINEER. HAZARDOUS MATERIALS WILL BE REMOVED BY OWNER UNDER A SEPARATE CONTRACT.
4. TEMPORARY SHORING: PROVIDE AND MAINTAIN INTERIOR AND EXTERIOR SHORING, BRACING, OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT UNEXPECTED MOVEMENT OR COLLAPSE OF STRUCTURES ADJACENT TO THE WORK AREA.

UTILITIES

1. EXISTING UTILITIES: LOCATE, IDENTIFY, AND PROTECT EXISTING UTILITIES WITHIN THE WORK AREA. SEE SITE PLAN NOTES FOR REFERENCE SOURCES OF UTILITY INFORMATION. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL CONTACT DIGSAFE, ENGAGE PRIVATE UTILITY DETECTION SERVICES, AND UNDERTAKE TEST PITS AS NECESSARY TO IDENTIFY AND AVOID EXISTING UTILITIES AND SAFELY CARRY OUT THE WORK.

ITEMS TO BE REMOVED AND RE-INSTALLED:

1. CLEAN ITEMS OF DIRT AND DEMOLITION DEBRIS.
2. STORE ITEMS IN A SECURE AREA UNTIL RE-INSTALLATION.
3. PROTECT ITEMS FROM DAMAGE DURING STORAGE.

PROTECTION

1. EXISTING FACILITIES: PROTECT ADJACENT WALKWAYS, BUILDING ENTRIES, AND OTHER BUILDING FACILITIES DURING DEMOLITION OPERATIONS. MAINTAIN EXITS FROM EXISTING BUILDINGS, AS REQUIRED BY OWNER.
2. EXISTING UTILITIES: MAINTAIN UTILITY SERVICES TO REMAIN AND PROTECT FROM DAMAGE DURING DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING ADJACENT OCCUPIED OR OPERATING FACILITIES UNLESS AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
3. TEMPORARY PROTECTION: ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, RAILINGS, CANOPIES, AND COVERED PASSAGEWAYS, WHERE REQUIRED TO MAINTAIN OWNER USE OF PROPERTY AND AS INDICATED.
4. PROTECT ADJACENT BUILDINGS AND FACILITIES FROM DAMAGE DUE TO DEMOLITION ACTIVITIES.
5. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
6. PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
7. PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND BUILDING DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF ADJACENT BUILDINGS AND STRUCTURES.
8. PROTECT WALLS, WINDOWS, ROOFS, AND OTHER ADJACENT EXTERIOR CONSTRUCTION THAT ARE TO REMAIN AND THAT ARE EXPOSED TO BUILDING DEMOLITION OPERATIONS.
9. REMOVE TEMPORARY BARRIERS AND PROTECTIONS WHERE HAZARDS NO LONGER EXIST. WHERE OPEN EXCAVATIONS OR OTHER HAZARDOUS CONDITIONS REMAIN, LEAVE TEMPORARY BARRIERS AND PROTECTIONS IN PLACE.

DEMOLITION

1. GENERAL: DEMOLISH INDICATED SITE IMPROVEMENTS COMPLETELY. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS.
2. LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON BUILDING WALLS, OR FOUNDATIONS.
3. SITE ACCESS AND TEMPORARY CONTROLS: CONDUCT BUILDING DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
4. USE WATER MIST AND OTHER SUITABLE METHODS TO LIMIT SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL-PROTECTION REGULATIONS.
5. EXPLOSIVES: USE OF EXPLOSIVES IS NOT PERMITTED.
6. SITE GRADING: UNIFORMLY ROUGH GRADE AREA OF DEMOLISHED CONSTRUCTION TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES AND SUITABLE FOR ACCEPTANCE OF NEW SURFACE MATERIALS. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
7. EXISTING UTILITIES: DO NOT INTERRUPT UTILITIES SERVING FACILITIES OCCUPIED BY OWNER OR OTHERS UNLESS PERMITTED IN WRITING BY ENGINEER AND THEN ONLY AFTER ARRANGING TO PROVIDE TEMPORARY UTILITY SERVICES ACCORDING TO REQUIREMENTS INDICATED. A PRIVATE UTILITY DETECTION SERVICE WILL BE REQUIRED TO IDENTIFY UTILITIES ON PRIVATE PROPERTY. THIS WORK IS CONSIDERED INCIDENTAL AND THE COST SHALL BE INCLUDED IN THE BASE BID CONTRACT SUM.

EARTHWORK NOTES

PRODUCTS

1. GENERAL: THE ON-SITE SOILS ARE GENERALLY SUITABLE FOR RE-USE UNDER NEW IMPROVEMENTS. EXCAVATED ON-SITE SOILS CLASSIFIED AS SATISFACTORY SOILS ACCORDING TO THE DEFINITION BELOW, AND SUITABLY CONDITIONED MAY BE USED TO RAISE GRADES WHERE REQUIRED TO COMPLETE THE WORK.
2. SATISFACTORY SOILS: MATERIALS FOR BACKFILL SHALL MEET ASTM D 2487 SOIL CLASSIFICATION GROUPS GW, GP, GM<sub>u</sub>, SW, SP, AND SM<sub>u</sub>, OR A COMBINATION OF THESE GROUP SYMBOLS, FREE OF ROCK FRAGMENTS LARGER THAN 3 INCHES (75 MM) IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.
3. UNSATISFACTORY SOILS: ASTM D 2487 SOIL CLASSIFICATION GROUPS GC, SC, ML, GM<sub>u</sub>, SM<sub>u</sub>, MH, CL, CH, OL, OH, AND PT, OR A COMBINATION OF THESE GROUP SYMBOLS, AND SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT TIME OF COMPACTION.
4. STRUCTURAL FILL: CLEAN NON FROST-SUSCEPTIBLE SAND AND GRAVEL MEETING THE GRADATION REQUIREMENTS BELOW.

SIEVE	PERCENT PASSING
4-INCH	100
3-INCH	90-100
1/4-INCH	25-90
#40	0-30
#200	0-6

5. GRANULAR BORROW: SAND OR GRAVEL MEETING MAINE DOT SPECIFICATION 703.19.
6. CRUSHED STONE PIPE BEDDING MATERIAL AND RIP EDGE SURFACE SHALL BE SCREENED OR CRUSHED STONE FREE OF ORGANIC MATTER, SILT, CLAY, OR OTHER DELETERIOUS MATERIAL, MEETING THE FOLLOWING GRADATION REQUIREMENTS:

SIEVE SIZE	PERCENT PASSING
1-INCH	100
1/2 INCH	0 TO5

7. ACCESSORIES: WARNING TAPE: ACID- AND ALKALI-RESISTANT POLYETHYLENE FILM WARNING TAPE MANUFACTURED FOR MARKING AND IDENTIFYING UNDERGROUND UTILITIES, 6 INCHES WIDE AND A MILS THICK, CONTINUOUSLY INSCRIBED WITH A DESCRIPTION OF THE UTILITY WITH A SEPARATE METALLIC "TRACER". THIS IS REQUIRED FOR ALL NON-METALLIC UTILITY LINES EXCEPT "STRAIGHT RUNS" OF SEWER LINES AND STORM DRAINS BETWEEN MANHOLES.

PREPARATION

1. ALL COST FOR MOISTURE CONDITIONING AND COMPLYING WITH THE CONTRACT DOCUMENTS IS PART OF THE BASE BID.
2. PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT, AND OTHER HAZARDS CREATED BY EARTHWORK OPERATIONS.
3. PREPARATION OF SUBGRADE FOR EARTHWORK OPERATIONS: ALL TOPSOIL, PEAT, ORGANIC MATERIAL, DEBRIS, RUBBISH, FROZEN SOILS, MUCK, LOOSE, OR DISTURBED SOILS AND OTHER DISTURBED MATERIALS SHALL BE REMOVED FROM THE AREA OF NEW CONSTRUCTION. TOPSOIL MAY BE STOCKPILED OUTSIDE THE CONSTRUCTION AREA FOR REUSE IN LANDSCAPED AREAS, OR DISPOSAL OFF-SITE. UNSUITABLE MATERIALS INCLUDE UNCONTROLLED FILLS (I.E. FILLS PLACED WITHOUT SYSTEMATIC DENSIFICATION AND MOISTURE CONTROL TO AN ACCEPTABLE COMPACTION PERCENTAGE), ASPHALTIC PAVEMENT, AND DELETERIOUS SUBSTANCES. IF SUITABLE EXCAVATED MATERIAL IS NOT AVAILABLE TO ACHIEVE SUBGRADE FILLS, IMPORTED COMPACTED GRANULAR BORROW MEETING MAINE DOT SPECIFICATION 703.19, WITH A MAXIMUM PARTICLE SIZE OF FOUR INCHES SHALL BE USED. IMPORTED BORROW SHALL BE PLACED IN LIFTS NOT EXCEEDING TWELVE INCHES AND COMPACTED TO 95% MAXIMUM DRY DENSITY (ASTM D 1557).
4. ANY EXISTING FILL BENEATH THE PROPOSED PAVEMENT AND BUILDING FOOTPRINTS SHALL BE EXCAVATED TO THE TOP OF INORGANIC NATURALLY DEPOSITED SOILS.
5. EXCAVATIONS WILL GENERALLY ENCOUNTER TOPSOIL UNDERLAIN WITH SANDY NATIVE SOIL MATERIALS.
6. PROTECT AND MAINTAIN EROSION AND SEDIMENTATION CONTROLS DURING EARTHWORK OPERATIONS.
7. DUE TO THE PREVIOUSLY DEVELOPED NATURE OF THE SITE, THE CONTRACTOR SHOULD BE SENSITIVE TO THE POTENTIAL OF ENCOUNTERING OBSTRUCTIONS SUCH AS REMNANTS FROM PRIOR STRUCTURES AND BUILDINGS, ASSOCIATED FOUNDATIONS, AND UNDERGROUND UTILITIES (NOTE: BOTH ACTIVE AND ABANDONED) DURING SITE AND EARTHWORK ACTIVITIES. WHERE SUCH ITEMS ARE ENCOUNTERED BENEATH THE PROPOSED CONSTRUCTION LIMITS, THEY SHOULD BE REPORTED IMMEDIATELY TO THE OWNER AND ENGINEER FOR INSPECTION.
8. EXCAVATE TO INDICATED ELEVATIONS AND DIMENSIONS WITHIN A TOLERANCE OF PLUS OR MINUS 1 INCH. IF APPLICABLE, EXTEND EXCAVATIONS A SUFFICIENT DISTANCE FROM STRUCTURES FOR PLACING AND REMOVING CONCRETE FORMWORK, FOR INSTALLING SERVICES AND OTHER CONSTRUCTION, AND FOR INSPECTIONS.
9. THE INTEGRITY OF NATURAL SOILS AND FILL MUST BE MAINTAINED DURING COLD WEATHER CONDITIONS. PAVEMENT SUBGRADES SHOULD NOT BE ALLOWED TO FREEZE. THE NATURALLY DEPOSITED SOILS ARE CONSIDERED HIGHLY FROST SUSCEPTIBLE. FREEZING OF SUBGRADE SOILS BENEATH IMPROVEMENTS MIGHT RESULT IN HEAVING AND POST-CONSTRUCTION SETTLEMENT. THE CONTRACTOR SHOULD MAKE EVERY EFFORT TO PREVENT FREEZING OF SUBGRADE SOILS. IN THE EVENT FROST PENETRATION OCCURS, ALL FROZEN AND PREVIOUSLY FROZEN SOILS SHOULD BE REMOVED AND REPLACED WITH COMPACTED STRUCTURAL FILL. AT NO TIME SHOULD FROZEN MATERIAL BE PLACED AS FILL.

EXCAVATION FOR WALKS AND PAVEMENTS

1. EXCAVATE SURFACES UNDER WALKS AND PAVEMENTS TO INDICATED LINES, CROSS SECTIONS, ELEVATIONS, AND SUBGRADES.
2. REMOVE ALL MAN PLACED FILL, TOPSOIL, ORGANIC MATTER, AND DEBRIS ENCOUNTERED WITHIN THE FOOTPRINT OF SITE IMPROVEMENTS AND STRUCTURES.

EXCAVATION FOR UTILITY, STORM DRAIN AND UNDERDRAIN TRENCHES

1. EXCAVATE TRENCHES TO INDICATED GRADIENTS, LINES, DEPTHS, AND ELEVATIONS.
2. EXCAVATE TRENCHES TO UNIFORM WIDTHS TO PROVIDE THE FOLLOWING TRENCH WIDTH. EXCAVATE TRENCH WALLS VERTICALLY FROM TRENCH BOTTOM TO 12 INCHES HIGHER THAN TOP OF PIPE OR CONDUIT, UNLESS OTHERWISE INDICATED.
3. A MINIMUM AND PAVE WIDTH OF 2'-6" FOR CONDUITS UP TO 6" DIAMETER.
4. A MINIMUM OF 3'-0" OR 4/3 THE PIPE INSIDE DIAMETER PLUS 1'-6" FOR CONDUITS OVER 18".
5. TRENCH BOTTOMS: EXCAVATE AND SHAPE TRENCH BOTTOMS TO PROVIDE UNIFORM BEARING AND SUPPORT OF PIPES AND CONDUIT. SHAPE SUBGRADE TO PROVIDE CONTINUOUS SUPPORT FOR BELLS, JOINTS, AND BARRELS OF PIPES AND FOR JOINTS, FITTINGS, AND BODIES OF CONDUITS. REMOVE PROTRUDING STONES AND SHARP OBJECTS ALONG TRENCH SUBGRADE.
6. EXCAVATE TRENCHES 6 INCHES DEEPER THAN ELEVATION REQUIRED IN ROCK OR OTHER UNYIELDING BEARING MATERIAL. 4 INCHES DEEPER ELSEWHERE, TO ALLOW FOR BEDDING COURSE.

SUBGRADE INSPECTION

1. PROOF-ROLL SUBGRADE CONSISTING OF GRANULAR SOILS (GRANULAR FILL, STRUCTURAL FILL OR GLACIAL TILL) BELOW SLABS AND UNDER PAVEMENT WITH AT LEAST 3 PASSES OF A 10 TON SMOOTH DRUM ROLLER.
2. ANY SOFT POCKETS, AREAS OF EXCESS YIELDING, OR AREAS DISTURBED DURING EXCAVATION AND CONSTRUCTION SHALL BE OVER EXCAVATED AND REPLACED WITH STRUCTURAL FILL. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES OR SUBGRADES CONSISTING OF SILTCLAY SOILS (MARINE DEPOSITS).
3. THE EXPOSED SUBGRADE WILL BE EXAMINED IN THE FIELD BY THE ENGINEER TO OBSERVE THE STRENGTH AND BEARING CAPACITY OF THE SOILS. DISTURBED OR SOFT SOILS, AS JUDGED BY THE ENGINEER, SHALL BE EXCAVATED AND REPLACED WITH SUITABLE MATERIAL WITHOUT ADDITIONAL COMPENSATION.
4. RECONSTRUCT SUBGRADES DAMAGED BY FREEZING TEMPERATURES, FROST, RAIN, OR ACCUMULATED WATER, AS DIRECTED BY ENGINEER, WITHOUT ADDITIONAL COMPENSATION.
5. OVEREXCAVATE SUBGRADES DISTURBED/DAMAGED BY CONSTRUCTION VEHICLE TRAFFIC TO THE DEPTH AND PLAN LIMITS DIRECTED BY THE ENGINEER. REPLACE DISTURBED SOIL WITH SUITABLE MATERIAL WITHOUT ADDITIONAL COMPENSATION.

UTILITY, STORM DRAIN AND UNDERDRAIN TRENCH BACKFILL

1. PLACE BACKFILL ON SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.
2. PLACE AND COMPACT BEDDING COURSE ON TRENCH BOTTOMS AND WHERE INDICATED, SHAPE BEDDING COURSE TO PROVIDE CONTINUOUS SUPPORT FOR BELLS, JOINTS, AND BARRELS OF PIPES AND FOR JOINTS, FITTINGS, AND BODIES OF CONDUITS.
3. BACKFILL TRENCHES WITH ENGINEERED FILL, GRAVEL BORROW, OR GRANULAR BACKFILL, OR CRUSHED STONE.
4. PLACE AND COMPACT PIPE ZONE BACKFILL TO A HEIGHT OF 6 INCHES OVER THE UTILITY PIPE OR CONDUIT.
5. CAREFULLY COMPACT PIPE ZONE BACKFILL UNDER PIPE HAUNCHES AND COMPACT EVENLY UP ON BOTH SIDES AND ALONG THE FULL LENGTH OF UTILITY PIPING OR CONDUIT TO AVOID DAMAGE OR DISPLACEMENT OF PIPING OR CONDUIT. COORDINATE BACKFILLING WITH UTILITIES TESTING.
6. PLACE AND COMPACT TRENCH GRANULAR BACKFILL OF SATISFACTORY SOIL TO FINAL SUBGRADE ELEVATION.
7. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES, 12 INCHES BELOW FINISHED GRADE, EXCEPT 6 INCHES BELOW SUBGRADE UNDER PAVEMENTS AND SLABS.

SOIL FILL

1. PLOW, SCARIFY, BENCH, OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING MATERIAL.
2. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS AS FOLLOWS:
  - a. UNDER GRASS AND PLANTED AREAS, USE SATISFACTORY EXCAVATED SOIL MATERIAL.
  - b. UNDER WALKS AND PAVEMENTS, USE SATISFACTORY EXCAVATED SOIL MATERIAL, OR IMPORTED GRANULAR BORROW, BELOW BASE AND SUBBASE GRAVELS.
3. SOIL MOISTURE CONTROL
  1. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL SOIL LAYER BEFORE COMPACTION TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT.
  2. DO NOT PLACE BACKFILL OR FILL SOIL MATERIAL ON SURFACES THAT ARE MUDDY, FROZEN, OR CONTAIN FROST OR ICE.
  3. REMOVE AND REPLACE, AERATE OR CHEMICALLY TREAT OTHERWISE SATISFACTORY SOIL MATERIAL THAT EXCEEDS OPTIMUM MOISTURE CONTENT BY 2 PERCENT AND IS TOO WET TO COMPACT TO SPECIFIED DRY UNIT WEIGHT.

COMPACTION OF SOIL BACKFILLS AND FILLS

1. GRANULAR BORROW, STRUCTURAL FILL AND SATISFACTORY SOIL MATERIAL: PLACE IN LAYERS NOT MORE THAN 12 INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT AND NOT MORE THAN 8 INCHES FOR MATERIAL COMPACTED WITH HAND-GUIDED EQUIPMENT.
2. PLACE BACKFILL AND FILL SOIL MATERIALS EVENLY ON ALL SIDES OF STRUCTURES TO REQUIRED ELEVATIONS, AND UNIFORMLY ALONG THE FULL LENGTH OF EACH STRUCTURE.
3. COMPACT SOIL MATERIALS TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 1557:
  - a. STRUCTURES AND WALKWAYS - 95 PERCENT
  - b. TRENCHES - 95 PERCENT
  - c. PAVEMENT BASE AND SUBBASE AREAS - 95 PERCENT5
  - d. LANDSCAPED AREAS - 90 PERCENT NOMINAL COMPACTION

GRADING

1. GENERAL: UNIFORMLY GRADE AREAS TO A SMOOTH SURFACE, FREE OF IRREGULAR SURFACE CHANGES. COMPLY WITH COMPACTION REQUIREMENTS AND GRADE TO CROSS SECTIONS, LINES, AND ELEVATIONS INDICATED.
2. SITE GRADING: SLOPE GRADES TO DIRECT WATER AWAY FROM BUILDINGS AND TO PREVENT PONDING. FINISH SUBGRADES TO REQUIRED ELEVATIONS WITHIN THE FOLLOWING TOLERANCES:
  - a. LAWN OR UNPAVED AREAS: PLUS OR MINUS 1 INCH.
  - b. WALKS: PLUS OR MINUS 1/4" WITH NO "BIRD BATHS".
  - c. PAVEMENTS: PLUS OR MINUS 1/4" WITH NO "BIRD BATHS".

SUBBASE AND BASE COURSES

1. PLACE SUBBASE AND BASE COURSE ON STABLE, FIRM SUBGRADES FREE OF MUD, FROST, SNOW, OR ICE.
2. ON PREPARED SUBGRADE, PLACE SUBBASE AND BASE COURSE UNDER PAVEMENTS AND WALKS AS FOLLOWS:
3. SHAPE SUBBASE AND BASE COURSE TO REQUIRED CROWN ELEVATIONS AND CROSS-SLOPE GRADES.
4. COMPACT SUBBASE AND BASE COURSE IN MAXIMUM 8 INCH LIFTS IN UNCOMPACTED THICKNESS AT OPTIMUM MOISTURE CONTENT TO REQUIRED GRADES, LINES, CROSS SECTIONS, AND THICKNESS TO NOT LESS THAN 95 PERCENT MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 1557.

PROTECTION

1. PROTECTING GRADED AREAS: PROTECT NEWLY GRADED AREAS FROM TRAFFIC, FREEZING, AND EROSION. KEEP FREE OF TRASH AND DEBRIS.
2. REPAIR AND REESTABLISH GRADES TO SPECIFIED TOLERANCES WHERE COMPLETED OR PARTIALLY COMPLETED SURFACES BECOME ERODED, RUTTED, SETTLED, OR WHERE THEY LOSE COMPACTION DUE TO SUBSEQUENT CONSTRUCTION OPERATIONS OR WEATHER CONDITIONS WITHOUT ADDITIONAL COMPENSATION.
3. WHERE SETTLING OCCURS BEFORE PROJECT CORRECTION PERIOD ELAPSES, REMOVE FINISHED SURFACING, BACKFILL WITH ADDITIONAL SOIL MATERIAL, COMPACT, AND RECONSTRUCT SURFACING.
4. RESTORE APPEARANCE, QUALITY, AND CONDITION OF FINISHED SURFACING TO MATCH ADJACENT WORK, AND ELIMINATE EVIDENCE OF RESTORATION TO GREATEST EXTENT POSSIBLE.
5. ALL AREAS WHERE SOIL IS PLACED SHALL NOT HAVE STANDING WATER. THE CONTRACTOR SHALL KEEP WATER OUT OF THE WORK AREAS UNTIL BACKFILL IS COMPLETE OR ADEQUATE PROVISIONS TO PROTECT THE WORK HAVE BEEN TAKEN BY THE CONTRACTOR.

DISPOSAL OF SURPLUS AND WASTE MATERIALS

1. DISPOSAL: REMOVE SURPLUS SATISFACTORY SOIL EXCEPT LOAM AND MATERIALS OTHERWISE SHOWN ON THE CONTRACT DRAWINGS, WASTE MATERIAL, INCLUDING UNSATISFACTORY SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF IT OFF OWNER'S PROPERTY.

AS-BUILT DRAWINGS

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRODUCING CERTIFIED AS-BUILT DRAWINGS SHOWING THE LOCATION OF ABOVE-GROUND AND BELOW GROUND IMPROVEMENTS, WITH MEASURED OR MARKED DISTANCES FROM IDENTIFIED REFERENCE POINTS. AS-BUILT DRAWINGS SHALL INCLUDE THE LOCATION OF BENDS AND FITTINGS ON UNDERGROUND UTILITY LINES.

PAVING NOTES

PROJECT CONDITIONS

1. ENVIRONMENTAL LIMITATIONS: DO NOT APPLY ASPHALT MATERIALS IF SUBSTRATE IS WET OR EXCESSIVELY DAMP OR IF AMBIENT TEMPERATURE IS LESS THAN SPECIFIED IN MAINEDOT SPECIFICATIONS.
2. REGULATORY REQUIREMENTS: COMPLY WITH MATERIALS, WORKMANSHIP, AND OTHER APPLICABLE REQUIREMENTS OF MAINEDOT FOR ASPHALT PAVING WORK.

AGGREGATES

1. AGGREGATES SHALL CONSIST OF CRUSHED STONE, CRUSHED GRAVEL, CRUSHED SLAG, SCREENINGS, NATURAL SAND AND MINERAL FILLER AS REQUIRED. COARSE AGGREGATE: ASTM D 692/D 692M, SOUND, ANGULAR CRUSHED STONE, CRUSHED GRAVEL, OR CURED, CRUSHED BLAST-FURNACE SLAG.
2. FINE AGGREGATE: ASTM D 1073, SHARP-EDGED NATURAL SAND OR SAND PREPARED FROM STONE, GRAVEL, CURED BLAST-FURNACE SLAG, OR COMBINATIONS THEREOF.
3. MINERAL FILLER: ASTM D 242/D 242M, ROCK OR SLAG DUST, HYDRAULIC CEMENT, OR OTHER INERT MATERIAL.
4. ASPHALT MATERIALS
5. ASPHALT BINDER: AASHTO M 320, PG 64-28.
6. TACK COAT: AASHTO M 140 EMULSIFIED ASPHALT, OR AASHTO M 208 CATIONIC EMULSIFIED ASPHALT, SLOW SETTING, DILUTED IN WATER, OF SUITABLE GRADE AND CONSISTENCY FOR APPLICATION.

MIXES

1. HOT-MIX ASPHALT: DENSE-GRADED, HOT-LAID, HOT-MIX ASPHALT PLANT AND COMPLYING WITH THE FOLLOWING REQUIREMENTS:
2. PROVIDE MIXES WITH A HISTORY OF SATISFACTORY PERFORMANCE IN GEOGRAPHICAL AREA WHERE PROJECT IS LOCATED.
3. BASE COURSE: MAINEDOT 703.09 GRADING TYPE 19mm.
4. SURFACE COURSE: MAINEDOT 703.09 GRADING TYPE 9.5mm.

SURFACE PREPARATION

1. GENERAL: IMMEDIATELY BEFORE PLACING ASPHALT MATERIALS, REMOVE LOOSE AND DELETERIOUS MATERIAL FROM SUBSTRATE SURFACES. ENSURE THAT PREPARED SUBGRADE IS READY TO RECEIVE PAVING.
2. PROOF-ROLL SUBGRADE BELOW PAVEMENTS WITH HEAVY PNEUMATIC-TIRED EQUIPMENT TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES.

PLACING HOT-MIX ASPHALT

1. MACHINE PLACE HOT-MIX ASPHALT ON PREPARED SURFACE, SPREAD UNIFORMLY, AND STRIKE OFF. PLACE ASPHALT MIX BY HAND IN AREAS INACCESSIBLE TO EQUIPMENT IN A MANNER THAT PREVENTS SEGREGATION OF MIX. PLACE EACH COURSE TO REQUIRED GRADE, CROSS SECTION, AND THICKNESS WHEN COMPACTED.
2. SPREAD MIX AT A MINIMUM TEMPERATURE OF 275 DEG F.
3. REGULATE PAVER MACHINE SPEED TO OBTAIN SMOOTH, CONTINUOUS SURFACE FREE OF PULLS AND TEARS IN ASPHALT-PAVING MAT.
4. PLACE PAVING IN CONSECUTIVE STRIPS NOT LESS THAN 10 FEET WIDE UNLESS INFILL EDGE STRIPS OF A LESSER WIDTH ARE REQUIRED.
5. PROMPTLY CORRECT SURFACE IRREGULARITIES IN PAVING COURSE BEHIND PAVER. USE SUITABLE HAND TOOLS TO REMOVE EXCESS MATERIAL FORMING HIGH SPOTS. FILL DEPRESSIONS WITH HOT-MIX ASPHALT TO PREVENT SEGREGATION OF MIX; USE SUITABLE HAND TOOLS TO SMOOTH SURFACE.

JOINTS

1. CONSTRUCT JOINTS TO ENSURE A CONTINUOUS BOND BETWEEN ADJOINING PAVING SECTIONS. CONSTRUCT JOINTS FREE OF DEPRESSIONS, WITH SAME TEXTURE AND SMOOTHNESS AS OTHER SECTIONS OF HOT-MIX ASPHALT COURSE.
2. CLEAN CONTACT SURFACES AND APPLY TACK COAT TO JOINTS.
3. OFFSET LONGITUDINAL JOINTS, IN SUCCESSIVE COURSES, A MINIMUM OF 6 INCHES.
4. OFFSET TRANSVERSE JOINTS, IN SUCCESSIVE COURSES, A MINIMUM OF 24 INCHES.
5. CONSTRUCT TRANSVERSE JOINTS AT EACH POINT WHERE PAVEN ENDS A DAY'S WORK AND RESUMES WORK AT A SUBSEQUENT TIME. CONSTRUCT THESE JOINTS USING EITHER "BULKHEAD" OR "PAPERED" METHOD ACCORDING TO AI MS-22, FOR BOTH "ENDING A LANE" AND "RESUMPTION OF PAVING OPERATIONS."

COMPACTION

1. GENERAL: BEGIN COMPACTION AS SOON AS PLACED HOT-MIX PAVING WILL BEAR ROLLER WEIGHT WITHOUT EXCESSIVE DISPLACEMENT. COMPACT HOT-MIX PAVING WITH HOT- HAND TAMPERS OR WITH VIBRATORY-PLATE COMPACTORS IN AREAS INACCESSIBLE TO ROLLERS.
2. COMPLETE COMPACTION BEFORE MIX TEMPERATURE COOLS TO 185 DEG F.
3. BREAKDOWN ROLLING: COMPLETE BREAKDOWN OR INTIAL ROLLING IMMEDIATELY AFTER ROLLING JOINTS AND OUTSIDE EDGE. EXAMINE SURFACE IMMEDIATELY AFTER BREAKDOWN ROLLING FOR INDICATED CROWN, GRADE, AND SMOOTHNESS. CORRECT LAYDOWN AND ROLLING OPERATIONS TO COMPLY WITH REQUIREMENTS.
4. INTERMEDIATE ROLLING: BEGIN INTERMEDIATE ROLLING IMMEDIATELY AFTER BREAKDOWN ROLLING WHILE HOT-MIX ASPHALT IS STILL HOT ENOUGH TO ACHIEVE SPECIFIED DENSITY. CONTINUE ROLLING UNTIL HOT-MIX ASPHALT COURSE HAS BEEN UNIFORMLY COMPACTED TO THE FOLLOWING DENSITY:
  5. AVERAGE DENSITY: 92 PERCENT OF REFERENCE MAXIMUM THEORETICAL DENSITY ACCORDING TO ASTM D 2041, BUT NOT LESS THAN 90 PERCENT OR GREATER THAN 97 PERCENT.
  6. FINISH ROLLING: FINISH ROLL PAVED SURFACES TO REMOVE ROLLER MARKS WHILE HOT-MIX ASPHALT IS STILL WARM.
7. EDGE SHAPING: WHILE SURFACE IS BEING COMPACTED AND FINISHED, TRIM EDGES OF PAVEMENT TO PROPER ALIGNMENT. BEVEL EDGES WHILE ASPHALT IS STILL HOT; COMPACT THOROUGHLY.
8. PROTECTION: AFTER FINAL ROLLING, DO NOT PERMIT VEHICULAR TRAFFIC ON PAVEMENT UNTIL IT HAS COOLED AND HARDENED.
9. ERECT BARRICADES TO PROTECT PAVING FROM TRAFFIC UNTIL MIXTURE HAS COOLED ENOUGH NOT TO BECOME MARKED.

INSTALLATION TOLERANCES

1. PAVEMENT THICKNESS: COMPACT EACH COURSE TO PRODUCE THE THICKNESS INDICATED WITHIN THE FOLLOWING TOLERANCES:
  2. BASE COURSE: PLUS OR MINUS 1/4 INCH.
  3. SURFACE COURSE: PLUS 1/4 INCH, NO MINUS.
4. PAVEMENT SURFACE SMOOTHNESS: COMPACT EACH COURSE TO PRODUCE A SURFACE SMOOTHNESS WITHIN THE FOLLOWING TOLERANCES AS DETERMINED BY USING A 10-FOOT STRAIGHTEDGE APPLIED TRANSVERSELY OR LONGITUDINALLY TO PAVED AREAS:
5. BASE COURSE: 1/4 INCH.
6. SURFACE COURSE: 1/8 INCH.
7. FIELD QUALITY CONTROL
8. TESTING AGENCY: OWNER WILL ENGAGE A QUALIFIED TESTING AGENCY TO PERFORM TESTS AND INSPECTIONS.
9. REPLACE AND COMPACT HOT-MIX ASPHALT WHERE CORE TESTS WERE TAKEN.
10. REMOVE AND REPLACE OR INSTALL ADDITIONAL HOT-MIX ASPHALT WHERE TEST RESULTS OR MEASUREMENTS INDICATE THAT IT DOES NOT COMPLY WITH SPECIFIED REQUIREMENTS.

CURBING NOTES

1. CURB SHOWN ON THESE DRAWINGS IS PRECAST CONCRETE CURB AVAILABLE IN STRAIGHT LENGTHS AND TIPDOWN SECTIONS FROM GEORGE R ROBERTS PRECAST CONCRETE PRODUCTS, 192 BIDDEFORD ROAD, ALFRED, MAINE. OTHER PRODUCTS MAY BE REVIEWED BY THE OWNER AND ENGINEER.
  - 1.A. CURBING CONCRETE SHALL BE MIN. 5000PSI AT 28 DAYS, PORTLAND CEMENT TYPE III PER ASTM C150.

SUBDRAINAGE NOTES

PRODUCTS

1. PERFORATED-WALL PIPES AND FITTINGS

- A. PERFORATED PE FOR UNDERDRAINS SHALL BE SLOTTED HDPE PIPE AND FITTINGS: ASTM F 405 OR AASHTO M 252, TYPE CP; CORRUGATED, FOR COUPLED JOINTS. COUPLINGS: MANUFACTURERS STANDARD, BAND TYPE.
- B. UNDERDRAIN PIPE SHALL BE INSTALLED IN A MINIMUM 6" BED AND SURROUND OF CLEAN 3/4" CRUSHED STONE, THE UNDERDRAIN BACKFILL MATERIAL SHALL BE WRAPPED IN A NON-WOVEN DRAINAGE GEOTEXTILE (MIRAFI 140N, OR APPROVED EQUAL).

WATER NOTES

REGULATORY REQUIREMENTS:

- A. COMPLY WITH AWWA STANDARDS, INCLUDING MATERIALS, INSTALLATION, TESTING, AND DISINFECTION.
- B. COMPLY WITH NPFA STANDARDS FOR FIRE-SUPPRESSION WATER-SERVICE PIPING, AND FITTINGS, INCLUDING MATERIALS, INSTALLATION, AND TESTING.

PRODUCTS

1. HDPE PIPE:

- A. HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AWWA C906.
- B. HDPE PIPE MUST MEET THE FOLLOWING MINIMUM DIMENSION RATIO: 11
- C. THE OUTSIDE DIAMETER OF THE PIPE SHALL BE BASED UPON THE DUCTILE IRON PIPE SIZE (DIPS) SIZING SYSTEM.
- D. POLYETHYLENE PIPE SHALL BE MADE FROM HDPE MATERIAL HAVING A MATERIAL DESIGNATION CODE OF PE4710 OR HIGHER.
- E. THE MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM D 3350 AND SHALL HAVE A MINIMUM CELL CLASSIFICATION OF PE445474C.
- F. PRESSURE PIPE SHALL BE APPROVED BY THE UNDERWRITER'S LABORATORY (UL) OR FACTORY MUTUAL (FM).

2. DUCTILE-IRON PIPE AND FITTINGS

- A. ALL DUCTILE IRON PIPING SHALL BE NORTH AMERICAN MANUFACTURED
- B. MECHANICAL-JOINT, DUCTILE-IRON PIPE: AWWA C151, WITH MECHANICAL-JOINT BELL AND PLAIN SPIGOT END UNLESS GROOVED OR FLANGED ENDS ARE INDICATED.
- C. MECHANICAL-JOINT, DUCTILE-IRON FITTINGS: AWWA C110, DUCTILE- OR GRAY-IRON STANDARD PATTERN OR AWWA C153, DUCTILE-IRON COMPACT PATTERN.
- D. GLANDS, GASKETS, AND BOLTS: AWWA C111, DUCTILE- OR GRAY-IRON GLANDS, RUBBER GASKETS, AND COR-TEN BOLTS AND NUTS.
- E. PUSH-ON-JOINT, DUCTILE-IRON PIPE: AWWA C151, WITH PUSH-ON-JOINT BELL AND PLAIN SPIGOT END UNLESS GROOVED OR FLANGED ENDS ARE INDICATED.
- F. PUSH-ON-JOINT, DUCTILE-IRON FITTINGS: AWWA C110, DUCTILE- OR GRAY-IRON STANDARD PATTERN OR AWWA C153, DUCTILE-IRON COMPACT PATTERN.
- G. GASKETS: AWWA C111, RUBBER.

SEWER NOTES

PRODUCTS

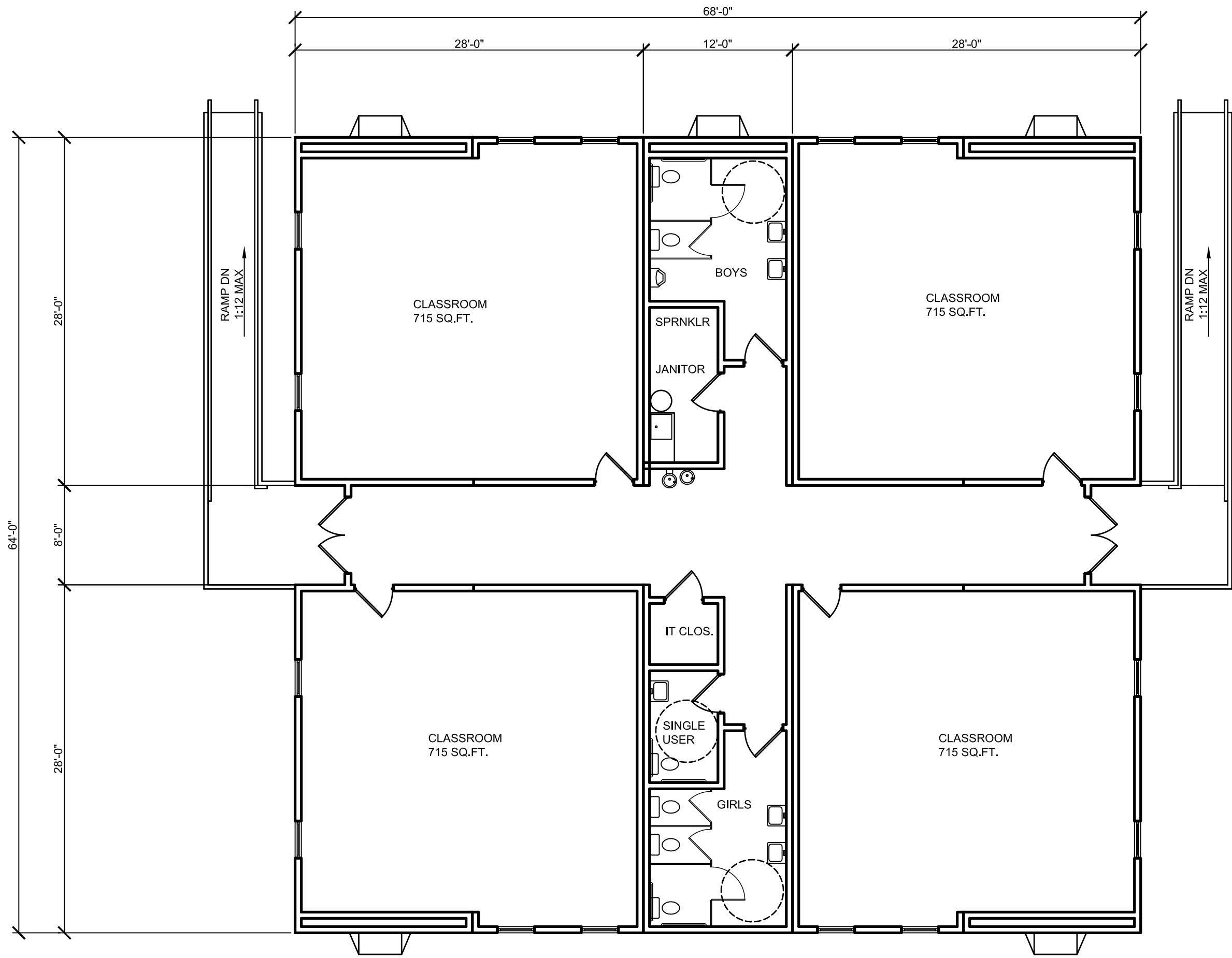
1. PVC PIPE AND FITTINGS

- a. PIPE: ASTM D 3034, SDR 35, PVC TYPE PSM SEWER PIPE WITH BELL-AND-SPIGOT ENDS FOR GASKETED JOINTS.
  - b. FITTINGS: ASTM D 3034, PVC WITH BELL ENDS.
  - c. GASKETS: ASTM F 477, ELASTOMERIC SEALS.
2. MANHOLES -STANDARD PRECAST CONCRETE MANHOLES:
- a. DESCRIPTION: ASTM C 478 (ASTM C 478M), PRECAST, REINFORCED CONCRETE, OF DEPTH INDICATED, WITH PROVISION FOR SEALANT JOINTS.
  - b. DIAMETER: 48 INCHES (1200 MM) MINIMUM UNLESS OTHERWISE INDICATED.
  - c. BALLAST: INCREASE THICKNESS OF PRECAST CONCRETE SECTIONS OR ADD CONCRETE TO BASE SECTION, AS REQUIRED TO PREVENT FLOTATION.
  - d. BASE SECTION: 6-INCH (150-MM) MINIMUM THICKNESS FOR FLOOR SLAB AND 4-INCH (100-MM) MINIMUM THICKNESS FOR WALLS AND BASE RISER SECTION; WITH SEPARATE BASE SLAB OR BASE SECTION WITH INTEGRAL FLOOR.
  - e. RISER SECTIONS: 4-INCH (100-MM) MINIMUM THICKNESS, OF LENGTH TO PROVIDE DEPTH INDICATED.
  - f. TOP SECTION: ECCENTRIC-CONE TYPE UNLESS CONCENTRIC-CONE OR FLAT-SLAB-TOP TYPE IS INDICATED; WITH TOP OF CONE OF SIZE THAT MATCHES GRADE RINGS.
  - g. JOINT SEALANT: ASTM C 990 (ASTM C 990M), BITUMEN OR BUTYL RUBBER.
  - h. RESILIENT PIPE CONNECTORS: ASTM C 923 (ASTM C 923M), CAST OR FITTED INTO MANHOLE WALLS, FOR EACH PIPE CONNECTION.
  - i. STEPS: 14" ALUMINUM OR REINFORCED PLASTIC MANHOLE STEPS, 12" ON CENTER.
  - j. RETAIN ONE OF TWO SUBPARAGRAPHS BELOW IF REQUIRED TO RAISE TOP OF MANHOLE TO GRADE.
  - k. ADJUSTING RINGS: INTERLOCKING HDPE RINGS, WITH LEVEL OR SLOPED EDGE IN THICKNESS AND DIAMETER MATCHING MANHOLE FRAME AND COVER, AND WITH HEIGHT AS REQUIRED TO ADJUST MANHOLE FRAME AND COVER TO INDICATED ELEVATION AND SLOPE. INCLUDE SEALANT RECOMMENDED BY RING MANUFACTURER.
  - l. GRADE RINGS: REINFORCED-CONCRETE RINGS, 6- TO 9-INCH (150- TO 225-MM) TOTAL THICKNESS, WITH DIAMETER MATCHING MANHOLE FRAME AND COVER, AND WITH HEIGHT AS REQUIRED TO ADJUST MANHOLE FRAME AND COVER TO INDICATED ELEVATION AND SLOPE.
- B. MANHOLE FRAMES AND COVERS:
- a. DESCRIPTION: 24" MINIMUM CLEAR OPENING SIZE, COVER LETTERING: "SEWER"
  - b. MATERIAL: ASTM A 484 48M, CLASS 35 GRAY IRON UNLESS OTHERWISE INDICATED.

CISTERN NOTES

1. THE FIRE SUPPRESSION SYSTEM, INCLUDING THE SPRINKLER SYSTEM, CISTERN, FIRE PUMP, CONTROLLER AND HOUSING ARE A DELEGATED DESIGN ITEM. THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A DESIGN DRAWING OR DRAWINGS, SHOWING ALL ELEMENTS OF THE SYSTEM, AND ALL APPLICABLE CALCULATIONS TO DEMONSTRATE THAT THE SYSTEM MEETS ALL CURRENT LOCAL AND NFPA CODES FOR FIRE PROTECTION. SHOP DRAWINGS AND SUBMITTALS SHALL BE PROVIDED FOR ALL ELEMENTS OF THE FIRE SUPPRESSION SYSTEM INCLUDING PRODUCTS, CALCULATIONS, INSTALLATION DETAILS, COMMISSIONING AND WARRANTY INFORMATION.
2. THE CISTERN DETAIL SHOWN ON THE PROJECTS DRAWINGS IS A TYPICAL PRECAST CONCRETE SECTIONAL STRUCTURE WITH OPENINGS FOR ACCESS, INSPECTION AND PIPING. THE OWNER MAY CONSIDER ALTERNATIVE CISTERN MATERIALS OR CONFIGURATIONS IF THESE ARE SHOWN TO MEET ALL APPLICABLE CODES AND REGULATIONS REGARDING STORAGE AND AVAILABILITY OF WATER FOR FIRE SUPPRESSION.IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DESIGN THE SIZE OF THE SYSTEM TO MEET ALL APPLICABLE CODES.
3. THE FOLLOWING TESTING REQUIREMENT SHALL BE MET FOR THE FIRE CISTERN:
  - 3.A. SATURATE TANK FOR 24 HOURS PRIOR TO THE TEST
  - 3.B. FILL THE TANK WITH WATER TO THE OVERFLOW LEVEL (AT CONTRACTORS COST)
  - 3.C. THE LEVEL IN THE TANK SHALL NOT DROP MORE THAN 1/2" OVER A 72 HOUR PERIOD. (IF THE TANK IS 8FT HIGH RECTANGULAR, THIS EQUATES TO 104 GALLONS+/- IN 3 DAYS).
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**FLOOR PLAN**

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

PROJECT: <b>REGIONAL SCHOOL UNIT 57</b>		Chuck Campbell Architect PLLC 127 UNION ROAD Waldoboro, Maine 04572 TEL (207)557-0448 e-mail cmcarch@midcoast.com	
SHEET TITLE: <b>CONCEPTUAL FLOOR PLAN</b>		PROJECT: <b>REGIONAL SCHOOL UNIT 57</b>	
SCALE: <b>AS INDICATED</b>		ADDRESS: <b>86 WEST ROAD</b>	
DATE: <b>JANUARY 19, 2024</b>		LOCATION: <b>WATERBORO, MAINE</b>	
PROJ. ID.	RSU 57 W00	DATE	DATE
A1.1			

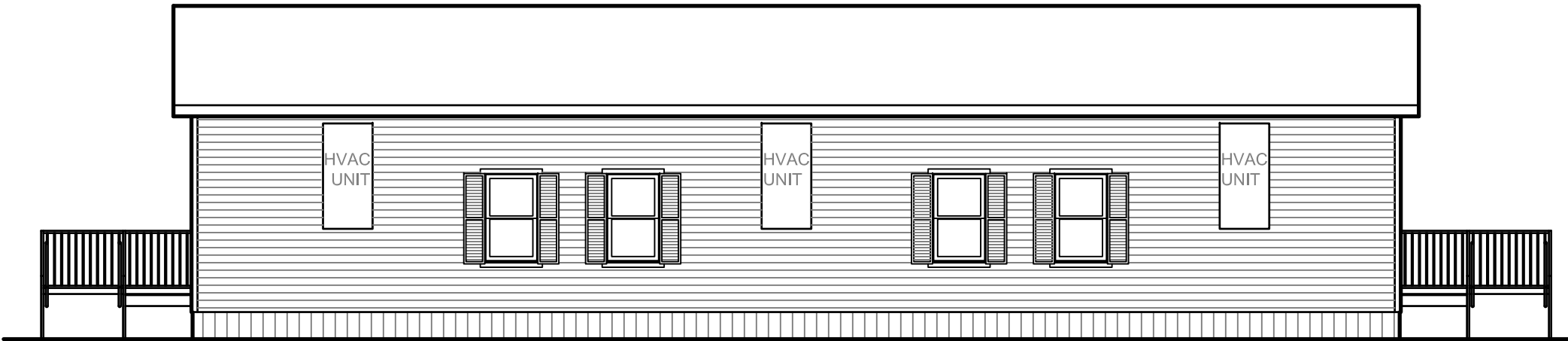


RIGHT SIDE ELEVATION

LEFT SIDE ELEVATION - SIMILAR, REVERSED



SCALE: 1/8" = 1'-0"



FRONT ELEVATION

REAR ELEVATION - SIMILAR



SCALE: 1/8" = 1'-0"

PROJECT:		REGIONAL SCHOOL UNIT 57		Chuck Campbell Architect PLLC 127 UNION ROAD Waldoboro, Maine 04572 TEL (207)557-0448 e-mail cmcarch@midcoast.com	
SHEET TITLE:		CONCEPTUAL ELEVATIONS		86 WEST ROAD	
PROJ. ID.		RSU 57 W00		ADDRESS:	
SCALE:		AS INDICATED		WATERBORO, MAINE	
DATE:		JANUARY 19, 2024		DATE	
A1.2					