

00 01 01  
Project Manual and Specifications

**Maine State House**  
**Interior Plaster Repair and Painting**

210 State Street  
Augusta, ME 04330

Owner:  
Maine State Legislature  
Office of the Executive Director  
115 State House Station  
Augusta, ME 04333

Prepared by:  
Office of the Executive Director

October 5, 2017

**Revised**  
**October 23, 2017**

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

**2017 Maine State House Interior Plaster Repair and Painting**

The project base bid entails the repair and painting of one hundred and one (101) windows at the Maine State House.

The estimated cost of the work is estimated to be less than \$50,000. The work to be performed under this contract shall be completed on or before **December 15, 2017**.

1. Sealed Contractor bids for the project noted above, in envelopes plainly marked "**Bid for Maine State House Interior Plaster Repair and Painting**" and addressed to:

*Grant Pennoyer*  
*Office of the Executive Director of the Legislative Council*  
*210 State Street, Room 103*  
*115 State House Station*  
*Augusta, Maine 04333-0115*

will be opened and read aloud at **210 State Street, Room 121** at **10:00 a.m.** on **Monday, August 21, 2017**. Bids submitted after the noted time will not be considered and will be returned unopened.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. Bid security is required on this project. Bid Bond is not required on this project.
4. Performance and Payment Bonds are not required on this project.
5. Filed Sub-bids are not required on this project.
6. There are no Pre-qualified General Contractors on this project.
7. An on-site pre-bid walkthrough will be conducted for this project. The pre-bid walkthrough is **mandatory** for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave the meeting early may be prohibited from participating in this meeting and bidding. The pre-bid walkthroughs will begin at **210 State Street, Room 121 at 10:00 a.m. and 1:00 p.m. on Thursday, October 12, 2017**.

8. Bid Documents will be available on or about *October 5, 2017* and may be downloaded from the Office of the Executive Director's website at:

*<http://legislature.maine.gov/execdir/bid-opportunities/9074>*

9. Bid Documents may be examined at:

*Office of the Executive Director of the Legislative Council  
Maine State Legislature  
210 State Street, Room 103  
Augusta, Maine  
Phone 207-287-1615*

**00 10 00**  
**Basic Requirements**

**1. Name of Project:**

Maine State House Interior Plaster Repair and Painting

**2. Contacts:**

Grant Pennoyer, Executive Director, Office of the Executive Director of the Legislative Council: (207) 287-1615 Email: [grant.pennoyer@legislature.maine.gov](mailto:grant.pennoyer@legislature.maine.gov)

Nathan Maurais, Facilities Manager, Office of the Executive Director of the Legislative Council: (207) 287-1615 Email: [nathan.maurais@legislature.maine.gov](mailto:nathan.maurais@legislature.maine.gov)

**3. Project schedule:**

- |   |  |
|---|--|
| a. Documents available                    | Thursday, October 5, 2017                                |
| b. Advertisement in the Kennebec Journal  | Thursday, October 5, 2017                                |
| c. Notice posted to Legislature's website | Thursday, October 5, 2017                                |
| d. Mandatory pre-quote walkthrough        | <b>10:00 AM</b> and <b>1:00 PM</b> Thurs., Oct. 12, 2017 |
| e. Deadline for questions                 | <b>2:00 PM</b> Thursday, October 19, 2017                |
| f. Deadline for addendum                  | Tuesday, October 24, 2017                                |
| g. Bid opening date                       | <b>10:00 AM</b> Wednesday, November 1, 2017              |
| h. Contract executed                      | Thursday, November 2, 2017                               |
| i. Pre-construction conference            | Thursday, November 2, 2017                               |
| j. Construction commencement              | Monday, November 6, 2017                                 |
| k. Completion date                        | Friday, December 15, 2017                                |

**4. Scope of work:**

Each year the Legislature inspects the interior public and office spaces to determine where plaster has been damaged either by a leak or by equipment and/or paint is flaking or cracking to determine where the high priority repairs need to be done to keep the State House well-maintained and good condition. The projects identified for the 2017 work are listed in the table representing Attachment A. Each of the rooms or areas identified will be different and will require different preparation and mitigation efforts.

In many instances, Legislators, legislative staff and Governor's Office staff will need to continue to work in close proximity to the area being repaired or painted. The contractor will need to coordinate carefully with the owner on the timing of the work on the spaces and be flexible with its schedule to adjust around the needs of the Legislature and the Governor's Office. Contractor's personnel performing the work must respect the decorum of the Maine State House with behavior that is fitting of the setting.

**5. Final cleaning:**

When finishing a designated area, the space must be cleaned and restored to its previous condition.

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

1. Bidder Requirements

- 1.1 A bidder is a Contractor who is qualified to bid on the proposed project described in the Bid Documents.
- 1.2 Contractors and Subcontractors are not eligible to bid on the project when their access to project design documents prior to the bid period distribution of documents creates an unfair bidding advantage. Prohibited access includes consultation with the Owner or with design professionals engaged by the Owner regarding cost estimating, constructability review, or project scheduling. This prohibition to bid applies to open, competitive bidding or pre-qualified contractor bidding or Filed Sub-bidding. The Office of the Executive Director may require additional information to determine if the activities of a Contractor constitute an unfair bidding advantage.
- 1.3 Each bidder is responsible for becoming thoroughly familiar with the Bid Documents prior to submitting a bid. The failure of a bidder to review evident site conditions, to attend available pre-bid conferences, or to receive, examine, or act on addenda to the Bid Documents shall not relieve that bidder from any obligation with respect to their bid or the execution of the work as a Contractor.
- 1.4 Prior to the award of the contract, General Contractor bidders or Filed Sub-bidders may be required to provide documented evidence to the Owner showing compliance with the provisions of this section, their business experience, financial capability, or performance on previous projects.
- 1.5 The selected General Contractor bidder will be required to provide proof of insurance before a contract can be executed.
- 1.6 Contracts developed from this bid shall not be assigned, sublet or transferred without the written consent of the Owner.
- 1.7 By submitting a bid the Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Executive Director of the Legislative Council may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.
- 1.8 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.
- 1.9 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

## 2. Authority of Owner

- 2.1 The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
- 2.2 Subject to the Owner's stated right to accept or reject any or all bids, the Contractor shall be selected on the basis of the sum of the lowest acceptable bid plus any Alternate Bids the Owner elects to include.
- 2.3 The Owner is exempt from the payment of Federal Excise Taxes and Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes on items "...physically incorporated in real property ...". The bidder shall not include these taxes in their bid. See Section 00 72 13 General Conditions for additional information.

## 3. Submitting Bids and Bid Requirements

- 3.1 Each bid shall be submitted on the forms provided in the Bid Documents.
- 3.2 Each bid shall be valid for a period of thirty calendar days following the Project bid opening date and time.
- 3.3 A bid that contains an escalation clause is considered invalid.
- 3.4 Bidders are not required to shall include a Bid Bond or other approved bid security with the bid form submitted to the Owner when the bid form indicates such bid security is required.
- 3.5 Bidders shall include the cost of Performance and Payment Bonds in the bid amount if the bid amount will result in a construction contract value over \$125,000, inclusive of alternate bids that may be awarded in the contract. Pursuant to 14 M.R.S.A., Section 871, Public Works Contractors' Surety Bond Law of 1971, subsection 3, the selected Contractor is required to provide these bonds before a contract can be executed. The form of bonds are shown in section 00 61 13.13 Contractor Performance Bond and 00 61 13.16 Contractor Payment Bond.
- 3.6 Bidders may modify bids in writing prior to the bid closing time. Such written amendments shall not disclose the amount of the initial bid. If so disclosed, the entire bid is considered invalid.
- 3.7 Bidders shall acknowledge on the bid form all Addenda issued in a timely manner. The Owner shall not issue Addenda affecting bidders less than 72 hours prior to the bid closing time. Addenda shall be issued to all companies who are registered holders of Bid Documents.
- 3.8 A bid may be withdrawn without penalty if a written request by the bidder is presented to the Owner prior to the bid closing time. Such written withdrawal requests are subject to verification as required by the Executive Director of the Legislative Council. After the bid closing time, such written withdrawal requests may be allowed in consideration of the bid bond or, without utilizing a bid bond, if the Contractor provides documented evidence to the satisfaction of the Executive Director of the Legislative Council that factual errors had been made on the bid form.
- 3.9 Projects which require a State of Maine wage determination will include that schedule as part of the Bid Documents.
- 3.10 Projects which require compliance with the Davis-Bacon Act are subject to the regulations contained the Code for Federal Regulations and the federal wage determination which is made a part of the Bid Documents. See section 00 73 46, if such rates are required.

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

**Maine State House Interior Plaster Repair and Painting**

To: Grant Penoyer  
Office of the Executive Director of the Legislative Council  
Maine State Legislature  
115 State House Station  
210 State Street, Room 103  
Augusta, Maine 04333-0115

The undersigned, or Bidder, having carefully examined the form of contract, general conditions, specifications and drawings dated insert date of documents, prepared by the Office of the Executive Director for the Maine State House Window Repair Project, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the Base Bid amount of:

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_

Square Foot Cost of Additional Painting \$ \_\_\_\_\_

Square Foot Cost of Additional Plaster Repair \$ \_\_\_\_\_

1. Allowances <Bid Administrator to select...> on this project.
2. Alternate bids <Bid Administrator to select...> on this project.
3. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:  
Addendum No. \_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated: \_\_\_\_\_
4. Bid security on this project.  
The Bidder is not required to include a Bid Bond for this project.
5. Filed Sub-bids are not required on this project.

**Maine State House Interior Plaster Repair and Painting**

6. The Bidder agrees, if this bid is accepted by the Owner, to sign the designated Owner-Contractor contract and deliver it, with any and all bonds and affidavits of insurance specified in the Bid Documents, within fifteen calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the day following the holiday or other closure day, Saturday or Sunday.

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

7. This bid is hereby submitted by:

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: \_\_\_\_\_



**00 52 13**  
**Contract Agreement**

**Maine State Legislature**  
**CONSTRUCTION CONTRACT**

**Small Construction Project**

THIS AGREEMENT made the date of month in the year 2017 by and between the State of Maine through the Office of the Executive Director of the Legislative Council hereinafter called the *Owner* and insert Contractor company name hereinafter called the *Contractor*.

For the following Project: Maine State House Interior Plaster Repair and Painting at the Maine State House, Augusta, Maine.

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

**ARTICLE 1 PAYMENTS AND COMPENSATION TO THE CONTRACTOR**

- 1.1** The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described in the Scope of Work and Attachment A the Contract Sum of amount in words dollars (\$0.00).
- 1.2** The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.
  - 1.2.1** Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.
  - 1.2.2** Provisions for late payments will be governed by Maine Statute, Title 5, Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

**ARTICLE 2 TIME OF COMPLETION**

- 2.1** The work of this Contract shall be completed on or before December 15, 2017.

**ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

- 3.1** The Contractor shall comply with all laws, codes and regulations applicable to the work.
- 3.2** The Contractor shall acquire all permits and third-party approvals applicable to the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.

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

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

- 4.1** The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.
- 4.2** The Owner attests that the award of this Contract meets all State of Maine procurement requirements, including the solicitation of competitive bids.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

- 5.1** This Contract shall be governed by the laws of the State of Maine.
- 5.2** The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.

#### **ARTICLE 6 TERMINATION**

- § 6.1** This Contract may be terminated by either party upon not less than seven days' written notice to the other party should such other party fail to perform in accordance with the terms of this Contract. This Contract may be terminated by the Owner upon not less than seven days written notice to the Contractor for the Owner's convenience and without cause.

#### **ARTICLE 7 INDEMNIFICATION**

- § 7.1** The Contractor shall indemnify and hold harmless the Owner and its officers, agents and employees from and against any and all claims, liabilities and costs, including reasonable attorney's fees, for any or all injuries to persons or property, arising from the negligent acts or omissions of the Contractor, its employees, agents, officers or subcontractors in the performance of work under this Contract. The Contractor shall not be liable for claims arising out of the negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

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

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

**ARTICLE 8 INSURANCE REQUIREMENTS**

§ 8.1 The certificates shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages, and shall identify the project name and BGS project number. 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 (10) days prior written notice by registered letter has been given to the Owner and the Bureau of General Services. 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. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Contract.

§ 8.2 The Contractor shall procure and maintain insurance for the duration of the Project and, if written on a claims made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Maine statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect 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. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

§ 8.3 The Contractor shall have **workers' compensation** insurance for all employees on the Project site in accordance with the statutory workers’ compensation law of the State of Maine. Minimum acceptable limits for Employer’s Liability are:

Bodily Injury by Accident.....	\$100,000
Bodily Injury by Disease.....	\$100,000 Each Employee
Bodily Injury by Disease.....	\$500,000 Policy Limit

§ 8.4 The Contractor shall have **general liability** insurance providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover 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. Minimum acceptable limits are:

General aggregate limit.....	\$1,000,000
Products and completed operations aggregate ...	\$400,000
Each occurrence limit.....	\$400,000
Personal injury aggregate.....	\$400,000

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

Any one accident or loss .....	\$400,000
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§ 8.6 The Contractor shall have **property** insurance for projects over \$1,000 as follows:

.1 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 and coverage shall apply during the entire contract period and until the work is accepted by the Owner.

- .2** Renovations or additions within existing State-owned buildings – Coverage will be provided by the State of Maine in accordance with the terms and conditions of the State’s property policy. The Owner shall notify Maine Risk Management Division concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Covered causes of loss form is Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler coverage. Exclusions common to commercial property policies may be applicable. The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense. A certificate of insurance will be furnished to the Contractor upon request.

## **ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY**

- § 9.1** The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- § 9.2** The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- § 9.3** The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- § 9.4** The Contractor shall inform the contracting Department’s Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
- § 9.5** The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

**§ 9.6** The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## **ARTICLE 10 DISPUTE RESOLUTION**

### **§ 10.1. MEDIATION**

**§ 10.1.1** In the event of a dispute between the parties which arises under this Contract and the dispute cannot be resolved through informal negotiation, the dispute shall be submitted to a neutral mediator jointly selected by the parties.

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

### **§ 10.2 ARBITRATION**

**§ 10.2.** 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 (3) 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.

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.

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

In any arbitration between the Owner and the Contractor, the Owner shall have the right to consolidate related claims between Owner and Architect.

## **ARTICLE 11 DEBARMENT AND SUSPENSION**

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

§ 11.2 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 12 OTHER PROVISIONS**

§ 12.1 *There are no other provisions.*

**Maine State House Interior Plaster Repair and Painting**

The Agreement is effective as of the date last executed by the parties.

**OWNER**

**CONTRACTOR**

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

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Agency name)*

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

\_\_\_\_\_  
*(Printed name and title)*

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

## SCOPE OF WORK

## Attachment A

### State House Interior Plaster and Paint Repairs

Each year the Legislature inspects the interior public and office spaces to determine where plaster has been damaged either by a leak or by equipment and/or paint is flaking or cracking to determine where the high priority repairs need to be done to keep the State House well-maintained and good condition. The projects identified for the 2017 work are listed in the table representing Attachment A. Each of the rooms or areas identified will be different and will require different preparation and mitigation efforts.

In many instances, Legislators, legislative staff and Governor's Office staff will need to continue to work in close proximity to the area being repaired or painted. The contractor will need to coordinate carefully with the owner on the timing of the work on the spaces and be flexible with its schedule to adjust around the needs of the Legislature and the Governor's Office. Contractor's personnel performing the work must respect the decorum of the Maine State House with behavior that is fitting of the setting.

The paint that is used in the State House is Sherwin-Williams Pro Mar 200 with the finish and color to match existing paint in the affected area of the State House. Plaster repair has typically been done with fast-setting Durabond or joint compound depending on the application.

The schedule for this work will be from early November to mid-December. The table below summarizes the areas of work within the State House, the type of work and the approximate amount of square footage for each area.

Location	Description	Plaster Repair (Sq. feet)	Painting (Sq. feet)
South Stairwell	General touch up - minimal		
Capitol Police Kiosk	Paint		288
SH 121	Area below South window and window well		14
SH 122	office space - all areas below chair rail	10	60
SH 228 Caucus Rm	Sen. Hamper's office - 40 sq feet Republican space - 18 sq feet		58
SH 228 Caucus Rm	Rep. Gattine's office - 15 sq feet		15
SH 322/324	Sen. Mason's office above chair rail		450
SH 328	Paint		20
SH 327	Heather's office window area		2
SH 323	Sen. Democrats - whole office inner/outer		1,920
SH 330A	Painting above chair rail on west wall	15	1,440
SH 400	outer office West wall	70	140
SH 436	West wall center of windows and general touch up		36
SH 438	West wall (curved wall) above chair rail; ceiling beam below arched window	150	150
SH 427	North wall in main office; East window area in Shawn's office and general touch up		390
4th Floor Rotunda	Ding in molding above the north exit toward House Gallery	1	3
	<b>TOTAL</b>	<b>246</b>	<b>4,698</b>

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01000 Special Requirements

##### DIVISION 2 – EXISTING CONDITIONS

##### DIVISION 3 - CONCRETE

Not Used

##### DIVISION 4 – MASONRY

Not Used

##### DIVISION 5 – METALS

Not Used

##### DIVISION 6 – WOOD

##### DIVISION 7 - THERMAL AND MOISTURE PROTECTION

##### DIVISION 8 – DOORS AND WINDOWS

##### DIVISION 9 – FINISHES

09900 Painting

##### DIVISION 10 – SPECIALTIES

Not Used

##### DIVISION 11 – EQUIPMENT

Not Used

##### DIVISION 12 – FURNISHINGS

Not Used

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Not Used

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Not Used

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Not Used

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Not Used



## **Special State House Requirements SH**

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SH.1.15 TEMPORARY FENCING AND BARRICADES

## PART 1 - GENERAL

### SH.1.1 LEAD-BASED PAINT

- A. Samples have not been taken of existing painted surfaces constituting a portion of work areas for this Project but such paint could contain varying quantities of lead.
- B. Contractor shall, at own expense, either: 1) engage a contractor, who shall remove all such lead based paint from the affected surfaces in conformance with all applicable laws and regulations prior to performing any work on them; or 2) develop a system for safely working with such paint during the work in conformance with requirements below
  - 1. Such work includes in particular but is not limited to plaster repair and repainting processes.
  - 2. Such lead abatement subcontractor, if applicable, shall be subject to approval of Owner.
- C. Submit all proposed lead abatement procedures and direct all questions directly to Owner.
- D. Work of Contract includes full responsibility for all lead abatement procedures, including but not limited to engaging and paying for OSHA trained lead abatement personnel, and for complying with all laws, rules and regulations concerning lead abatement by authorities having jurisdiction.
  - 1. Any Subcontractor that is working in a lead hazard area must have all potentially affected employees trained in accordance with OSHA Lead in Construction Standard CFR 1926.62.
  - 2. Contractor, Demolition Subcontractor or any Subcontractor whose work impacts lead bearing surfaces shall provide all equipment as required to establish wash stations, negative air flow, dust control, and proper cleaning/filtering of any potential lead dust.
  - 3. Contractor and subcontractors must carry insurance covering such work.

### SH.1.2 USE OF SITE, PROTECTION

- A. Historical Significance:
  - 1. The Maine State House is of historical significance. No work shall be performed that will affect its appearance, other than the Work required under the Contract, without advance approval in writing by Owner.
  - 2. Areas of Historical Significance requiring Work to be performed include following:
    - a. All areas of work in corridors, stairways and other public areas.
    - b. All exterior walls, roofs, and dome structures in their entirety.
    - c. All exterior grounds areas.
    - d. House and Senate Chambers and environs.
    - e. Offices of Governor.
    - f. Certain other offices and other areas as indicated or designated by Owner.
  - 3. Specified areas requiring renovation under this Contract fall under the historical significance category, but other areas of historical significance must be traversed to reach all areas of work, and all due measures must be taken to prevent damage to same. This includes specifically corridors, hallways and the like, and elevators.
- B. Protection of Finished Surfaces: Take all necessary precautions to prevent damage to existing finished surfaces and granite around windows, whether of historical significance or not. Take particular care in transporting material, tools and equipment through hallways, corridors and other areas of historical significance. Provide padding in elevators and around frames and adjacent finished walls on corridor side. Provide heavy padding at other walls as required, particularly at corners. Provide appropriate padding or boarding over finished floors before using carts or hauling heavy material, tools or equipment over them.

1. Do not use steel or hard plastic wheels over any finished floor surfaces.
- C. Restrictions on Site Usage: The Existing State House including adjacent grounds must remain in use for intended purpose at all times, with as little interference and annoyance from Work of this Contract as feasible.
1. Perform no work that will prevent use of building or grounds at any time.
  2. Perform work requiring limitation of use or access in any way only as necessary for performance of work under this Contract; and then only with a minimum of 72 hours advance notice in writing to and approval by Owner
  3. Confine exterior construction activities to areas indicated
  4. Provide storage trailer for on-site storage of construction materials and for Contractor's office. Locate as directed by the Owner.
  5. Confine construction activities to within areas indicated for renovation, while such work is in progress; except as otherwise necessary for performance of the Work of this Contract.
  6. Perform work and utilize spaces outside of spaces assigned to Contractor only as reasonably necessary for performance of the Work of the Contract, and with minimum of interference to public and building occupants.
    - a. In particular, ascertain that all materials and labor are on hand and all trades are ready and able to proceed and to complete their work on a "get in and get out" basis once a starting date is set.
    - b. Use corridors, roads, walks and other public ways only as necessary to secure access of workers, materials and equipment to assigned work areas.
    - c. Coordinate all work necessary outside of assigned work areas with Owner's maintenance and security staffs.
    - d. Except in cases of emergency notify Owner's security and maintenance staffs a minimum of 48 hours written advance notice of performing any necessary work outside of assigned work areas; coordinate all such work with such staffs.
    - e. Do not allow corridors or other public accesses to become encumbered with building materials or equipment. Where necessary provide removable temporary barricades of rope on weighted stanchions or other approved means to separate work areas. Do not nail or otherwise secure temporary materials to existing surfaces, except in work areas, unless specifically approved in advance by Owner.
    - f. Use of areas outside of Contractor's assigned spaces for storage of materials or equipment, or uses which would impair use of the building and grounds, will not be acceptable.
  7. Comply with owner's fire and security regulations.
  8. Do not allow any visual or other nuisances on the site.
- D. Work outside Normal working Hours: Where work outside normal working hours is required notify Owner 48 hours in advance in writing and arrange for security check-in.
1. For work performed at other than normal hours at request of Owner, owner will pay labor premium costs only.
  2. Contractor shall pay all labor premiums and other costs for work performed during off hours for Contractor's convenience.
- E. Loading: Spread materials and equipment out so as not to exceed indicated floor or roof loading capacities, including furnishings or other material of owner in such spaces.
1. Place concentrated loads, such as construction equipment, on appropriate pallets or other construction as required to disperse loads.
  2. Do not exceed structural loadings indicated or rated.
  3. Do not allow stockpiling of materials on existing roofs.

- F. Restoration: Except as otherwise indicated restore all damages to existing work, including the building structure and its contents, damaged as a result of any Work of this Contract, to original condition to satisfaction of the Owner.
  - 1. Patch to match and otherwise perform repairs in any historically significant areas to be indistinguishable from adjacent undisturbed surface, in opinion of the Owner.
  - 2. Patch to match repairs in other finished areas as required, including painting, to satisfaction of the Owner.
  - 3. Existing construction in other areas of historical significance damaged or disturbed by any work of Contract shall be restored to original condition to satisfaction of the Owner.
  
- G. Fire Watch: Use open torches, perform welding or other operations likely to cause fire only with a designated competent person as firewatch, to watch for fire, with fire-extinguishers of appropriate type and size, standing by.
  - 1. All costs of such services shall be at expense of Contractor.
  
- H. Fire and Accident Prevention:
  - 1. Take all reasonable measures necessary to prevent fire and accidents during construction.
  - 2. Follow all directives and regulations of Owner's Insurers and authorities having jurisdiction such as but not limited to state and local firefighting authorities.
  - 3. Do not allow combustible materials, surplus or otherwise, to accumulate in building. Store oily rags and other materials subject to spontaneous combustion outdoors or within approved covered steel containers.
  - 4. Do not allow exterior materials, stored or installed, subject to wind damage to remain unsecured during non-working hours or during high winds. In particular, securely tie down or otherwise secure all materials light enough to be blown about by windstorm, including any temporary construction.

#### SH.1.3 FIRE ESCAPE USE

- A. Use of fire escapes will not be allowed for construction activities of any kind.

#### SH.1.4 CONSTRUCTION CONTROL AND DIRECTION SIGNS

- A. Contractor will furnish detour and similar directional signs for guidance of staff and visitors, for both exterior and interior work.
  - 1. Contractor shall install such signs in locations as directed or approved by Owner, and coordinate preparation with Owner, including advising in timely manner of number, type and approximate date signs will be required.
  
- A. Safety and other signs in Contractor's work areas applicable to construction workers only, such as low headroom height below scaffolding, shall be responsibility of Contractor. Conform to requirements of OSHA and other authorities having jurisdiction.
  
- B. Promptly remove signs as their necessity ceases to exist.

#### SH.1.5 FINE CUTTING, PATCHING, FINISHING; GENERAL

- A. Note that Work of this Project involves certain alterations to existing construction, and conduct all work accordingly. Verify existing dimensions and conditions in field prior to performing any special fabrications.
  
- B. Perform removal and cutting work to remove the minimum necessary in order to minimize patching and replacement, and in a manner to avoid damage to adjacent work.

- C. Protect existing finishes, equipment and adjacent work which are scheduled to remain, from damage.
- D. Patch and refinish existing work to match adjacent existing work in quality and appearance in all locations as required. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
  - 1. The presence of a product, finish or type of construction requires that patching, extending or matching shall be performed as necessary to make the work complete and consistent to identical standards of quality.
  - 2. Patch and extend existing work using skilled mechanics that are capable of matching the existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.
  - 3. Provide adequate support or substrate prior to patching the finish.
  - 4. Refinish patched portions of painted or coated surfaces in manner to produce uniform color and texture over entire surface.

#### SH.1.6 ACCESS TO SITE:

- A. Routes or methods proposed by Contractor will be considered by owner and approved if they do not unduly interfere with owner's activities and present no additional hazard to the building or contents.
  - 1. Access through or use of other seeded or planted areas will not be allowed.
- B. Instruct workers to not unduly dirty or mar finished floor and other surfaces while walking through the site.
  - 1. In particular, do not allow outside workers to walk through finished areas with boots or clothing coated with waterproofing, mud or other objectionable material, or any workers with nailed or similar hard surfaced boots that would damage finish flooring.
  - 2. Contractor shall clean any finished areas soiled by any work under the Contract. Where required, contact and follow directions of owner's custodial staff regarding such cleaning.
  - 3. Owner reserves right to order such cleaning performed by own forces and to deduct equitable costs of same from monies due Contractor, if directions to Contractor for cleanup are not followed in a timely manner or properly performed.

#### SH.1.7 SCHEDULING AND PHASING

- A. General: Conduct Work of this Contract so as to have the Work Completed on or before dates stipulated in Contract, in manner to avoid least possible amount of annoyance and interference to Owner.
  - 1. Prepare submittals for long lead-time items immediately upon execution of Contract, earlier if authorized in writing by owner. Have all materials, equipment, supplies and labor on hand, for all trades, prior to commencement of work in each area, in order to complete such work on a "get-in-and-get-out" basis with minimal interference to staff and minimum open time for exterior openings.
- B. Exterior Work: Schedule and coordinate work in manner to provide minimal interference with use and operation of buildings, parking areas and other services.
- C. Interior Work: (Not Used)
- D. Other Work: Perform other Work of Contract concurrently as approved by owner and in compliance with final Construction Progress Schedule.

## SH.1.8 TEMPORARY FACILITIES; GENERAL

- A. General: It is not intended to define or identify every item of temporary facility or control needed. Contractor shall be responsible for providing all plant, materials, labor, supervision, equipment and other items of material or work, whether of a temporary or permanent nature, as required for the proper, expeditious prosecution and completion of the work of the Contract.
  - 1. Include costs of all fuel and utilities consumed except as otherwise specified or indicated.
- B. Laws/Regulations/Standards; Comply with all applicable Federal, State and Local Laws, Rules and Regulations. Additionally, comply with rules/recommendations of franchised utility companies, and with specific requirements indicated, and with applicable local industry standards for construction work (published recommendations by local "building councils").
- C. Job Conditions:
  - 1. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer needed.
  - 2. Conditions of Use: Install, operate, maintain and protect temporary facilities, in manner and at locations that will be safe, non- hazardous, sanitary and protective of persons and property, and free of deleterious effects. Relocate from time to time as required by job progress.
  - 3. Removal: Remove temporary services as their necessity ceases to exist. Conceal all evidence of their existence in finished locations.
- D. Utilities Furnished by Owner: Owner will provide only following utilities for use by Contractor, provided they are not wasted
  - 1. Water for construction purposes.
  - 2. Light and power for work within existing structure only, not to exceed capacity of existing system and not for welding or hoisting equipment.
  - 3. Heat for work in existing structure only.
- E. Use of Existing Services: Except as otherwise specified or indicated, or unless otherwise approved by Owner, use of existing services for construction purposes shall be confined to work within the existing structure, to within the capacities of such services, and shall not be wasted or misused. Contractor shall make good any damage to existing facilities utilized for construction at no additional cost to Owner.
- F. Protection of Existing Services: Do not allow existing utilities or other services to be terminated other than for brief shutdown periods where necessary to connect new work. Before 'making any shutdowns, notify owner at least 48 hours in writing in advance and secure Owner's permission.
  - 1. Shutdowns of existing electrical service, including fire protection and communication systems, may be required for performance of electrical work under the Contractor shall coordinate work to keep such shutdowns to minimum frequency and duration practicable.
  - 2. If terminated accidentally, notify Owner's security service and fire and police departments immediately and take all measures necessary to resume protection as soon as possible.
- G. Conservation of Utilities Furnished by Owner: Utilities furnished by Owner shall not be wasted. If Architect determines that such utilities are being unduly wasted, Architect shall have right to withdraw such usage and compel Contractor to provide same at Contractor's expense; or to assess reasonable costs for the quantities estimated to be wasted and back charge such costs to Contractor.

#### SH.1.9 TEMPORARY WATER

- A. Existing Building: Provide leak-tight system of heavy-duty hoses, or other approved methods, for delivering water to trades requiring same.

#### SH.1.10 TEMPORARY SANITARY FACILITIES

- A. Temporary Sanitary Facilities: Not necessary for this project.

#### SH.1.11 HOISTING FACILITIES

- A. General: Provide hoisting facilities as required for delivery of materials and equipment to work areas, as well as removal of demised materials.
- B. Other Hoisting Facilities: Roof mounted or other hoisting facilities attached to the existing structure may not be utilized except with express prior permission of owner. Permission will be granted only if Contractor can conclusively demonstrate that use will not permanently damage or building facade or other finished work following its removal, and that weight of equipment does not exceed capacities of roof construction to support it.
  - 1. Use of hoisting facilities above seeded or planted areas will not be acceptable under any circumstances.

#### SH.1.12 TEMPORARY CONSTRUCTION AND PROTECTION; GENERAL

- A. General: Provide all temporary staging, scaffolding, stairs, ladders, ramps, platforms, and other temporary construction as required for proper performance and completion of the Work. Erect and maintain all such temporary construction so as not to endanger the structure, employees, the public, or any Work of the Project.
  - 1. Except as otherwise specified.
- B. Chutes: Chutes on exterior facade must receive prior approval of Owner. Approval will not be given unless Contractor can demonstrate conclusively that there will be no permanent disfigurement or marring of the exterior building facade following removal. Chutes must be fully enclosed and sealed, with suitable seals at bottom to trap dust.
- C. Temporary Buildings: Confine temporary buildings if required, including Contractor's temporary office, to parking/staging areas indicated.
- D. Temporary Office Facilities for Contractor: Provide suitable temporary office facilities on site, equipped with telephone, desks, file cabinets reference table, and other furniture as required. Maintain in clean, sanitary condition and available to Architect during normal work hours.
  - 1. Owner may allow reasonable amount of office space for this purpose, in locations as directed, upon request of Contractor.

#### SH.1.13 DUST CONTROL

- A. Take all reasonable steps to control spread of dust throughout site and environs, particularly within existing structures to be occupied.
- B. Provide and maintain adequate temporary mechanical ventilation to remove dust from work of Contract to exterior. Do not allow excessive amounts of dust to be drawn into the existing building air handling systems.

- C. Provide tarpaulins or other approved methods to control dust from particularly heavy dust making activities, such as removals of masonry walls.
  - 1. NOTE: Use only fire-retardant treated canvas or other materials for tarpaulins.
  - 2. Provide owner with minimum 48 hours written notice prior to performing excessively heavy dust making activities, to allow time for covering of filters in air handling equipment and the like.
- D. Provide suitable dust cloths over Owner's furnishings and equipment, including in storage areas assigned to Contractor.

#### SH.1.14 SITE ENVIRONMENTAL CONDITIONS

- A. General: Comply with requirements of Federal Environmental Agency, Maine Department of Environmental Protection (DEP), other regulations having jurisdiction concerning environmental protection for site and adjacent public and private property.
  - 1. Do not perform work when environmental conditions would adversely affect Contract Site or environs, unless adequate measures have been taken to overcome them.
  - 2. NOTE WELL: Take all necessary measures to prevent sediment from construction activities draining into waterways, adjacent roads or other property, or into storm or sanitary drains, and to control drainage of water through and out of Contract Sites. Comply fully with all applicable laws, rules and regulations.
- B. Dust Control; NOTE WELL: Take special care to prevent excessive dust and other annoyances to adjacent facilities, and to prevent tracking of mud and other materials on roads, parking and other areas used by Owner as well as onto public ways.
- C. Trucking: All open trucks carrying earth or other loose materials that could spill out entering and leaving the Contract Site must be equipped with legally adequate covers, which shall be in place whenever loaded, fully or partially, and underway.
  - 1. Owner reserves right to order truck wheels to be hosed down during periods of heavy rain or when otherwise excessively muddy, before leaving the Contract Site areas, at no additional cost to owner.
  - 2. Owner reserves right to order paved areas hosed down at end of working day whenever excessive amounts of mud have accumulated due to travel of construction trucks and equipment over Owner's paved areas, at no additional cost to Owner.
- D. Noise Control: Take due cognizance of purpose of the State House, and control to maximum feasible level. As a minimum requirement conform to all applicable state and local laws, ordinances and regulations of authority having jurisdiction. Provide and operate equipment such as not to exceed following units in Db (A) at distance of 50 feet from equipment:
  - 1. Earthmoving Equipment:
    - a. Backhoes: 85
    - b. Tractors: 80
    - c. Trucks: 91
  - 2. Materials Handling Equipment:
    - a. Concrete Mixer: 85
    - b. Concrete Pump: 82
    - c. Crane: 83
  - 3. Stationary Equipment:
    - a. Pumps: 76
    - b. Generators: 78
    - c. Compressors: 81
  - 4. Impact Equipment:
    - a. Jack Hammers: 88



- b. Rock Drills: 98
- c. Pneumatic Tools: 86
- 5. Other:
  - a. Saws: 78
  - b. Vibrators: 76

#### SH.1.15 TEMPORARY FENCING AND BARRICADES

- A. Provide and maintain removable temporary fence/barricade around crane and areas utilized by Contractor for parking/staging.
- B. Provide and maintain all other barricades necessary for safe prosecution of the Work.

END OF SECTION

## Painting Section 09 90 00

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes surface preparation and field painting of the following:

1. Exposed exterior items and surfaces.

#### 1.2 SUBMITTALS

A. Product Data: For each paint system specified.

1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

B. Samples for Selection: Manufacturer's color chips showing the full range of colors available for each type of finish-coat material indicated.

1. Submit color sample to match existing paint from window selected by Owner.

#### 1.3 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.

B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish surfaces for verification of products, colors and sheens.
2. Finish area designated by Owner.
3. Provide samples that designate primer and finish coats.
4. Do not proceed with remaining work until the Owner approves the mock-up.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.5 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## 1.6 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
  - 1. Quantity: Furnish the Owner with an additional 5 percent, but not less than 1 gal. or 1 case, as appropriate, of each material and color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: [requestinfospecifications@sherwin.com](mailto:requestinfospecifications@sherwin.com); Web: [www.swspecs.com](http://www.swspecs.com).
- B. Product used in the State House is Sherwin-Williams Pro Mar 200. Color and finish vary by space and should be matched for each space.

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality professional paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Provide color selections made by the Owner.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify the Owner about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to paint manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and re-prime.
    - b. Wire-brush, clean with solvents recommended by paint manufacturer. Touch up bare areas and prime coats that have been damaged.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
  - 1. Do not tint prime or base coats for multi-colored finishes.
- F. Sealants: Remove old sealant and install sealants as required for filling miscellaneous cracks and gaps prior to painting, but after priming the adjacent wood.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Paint color will be selected from submitted match samples.
  - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - 3. Provide finish coats that are compatible with primers used.
  - 4. Provide proper preparation per manufacturers standards between successive coats.
  
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  - 2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  - 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
  
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
  - 1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
  
- C. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
  
- D. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
  
- E. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
  
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 EXTERIOR PAINT SCHEDULE

- A. Suggested products and finishing instructions provided in quote from Sherwin Williams (see Attachment B). Variations in products and application methods must be approved by Owner.

END OF SECTION

## Definitions

1. Definitions
  - 1.1 *Addendum*: A document issued by the Owner 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*: The Architect or Engineer acting as Professional-of-Record for the project. The Architect 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.
  - 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 *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.
  - 1.11 *Certificate of Substantial Completion*: A document 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 also include a provisional list of items (a "punch list") remaining to be corrected by the Contractor, if any, and identifies a date from which the project warranty period commences.

- 1.12 *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.
- 1.13 *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 and Owner .
- 1.14 *Change Order Proposal (COP)*: Change proposed by the Contractor in the contract amount, requirements, or time, which becomes a Change Order when approved by the Owner.
- 1.15 *Construction Change Directive (CCD)*: A written order signed by the Owner 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.
- 1.16 *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.
- 1.17 *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.
- 1.18 *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).
- 1.19 *Contract Price*: The dollar amount of the construction contract, also called *Contract Sum*.
- 1.20 *Contract Time*: The designated duration of time to execute the Work of the contract, with a specific date for completion.
- 1.21 *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.
- 1.22 *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.
- 1.23 *Executive Director*: *The Executive Director of the Legislative Council.*
- 1.24 *Facilities Manager*: The Facilities Manager for the Office of the Executive Director of the Legislative Council.
- 1.25 *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.

- 1.26 *Final Completion*: Project status indicating when the Work is fully completed in compliance with the Contract Documents. Final Completion is documented by a date on which the Contractor's obligations under the contract are complete and accepted by the Owner and final payment becomes due and payable.
- 1.27 *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.
- 1.28 *Owner*: The Maine State Legislature which is represented by duly authorized individuals. The Owner is responsible for defining the scope of the Project and compensation to the Contractor.
- 1.29 *Owner's Representative*: The individual or entity contracted by the Owner to be an advisor and information conduit regarding the Project.
- 1.30 *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.
- 1.31 *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.
- 1.32 *Post-Bid Addendum*: Document issued by the Owner that defines a potential Change Order prior to signing of the construction contract. The Post-Bid Addendum allows the Owner to negotiate 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.

- 1.33 *Project*: The construction project proposed by the Owner to be constructed according to the Contract Documents. The entire public improvement project may also include separate construction and other activities conducted by the Owner or other contractors. The Owner shall inform all contractors of the scope of the entire public improvement project relative to each individual contract.
- 1.34 *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. After acceptance by all parties a proposal amends the contract and is implemented by the Contractor.
- 1.35 *Proposal Request (PR)*: An Owner's written request to the Contractor for a Change Order Proposal.

- 1.36 *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.
- 1.37 *Request For Information (RFI)*: A Contractor's written request to the Owner 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.
- 1.38 *Request For Proposal (RFP)*: An Owner's written request to the Contractor for a Change Order Proposal.
- 1.39 *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*.
- 1.40 *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.)
- 1.41 *Sample*: A physical example provided by the Contractor which illustrates materials, equipment or workmanship and establishes standards by which the Work will be judged.
- 1.42 *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.
- 1.43 *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*.
- 1.44 *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.
- 1.45 *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.
- 1.46 *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.
- 1.47 *Substantial Completion*: Project status indicating 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.

- 1.48 *Superintendent*: The representative of the Contractor on the job site, authorized by the Contractor to receive and fulfill instructions from the Owner.
- 1.49 *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.
- 1.50 *Work*: The construction and services, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by the Contractor and Subcontractors to fulfill the requirements of the Project as described in the Contract Documents.

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**General Conditions**

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## 1. Preconstruction Conference

- 1.1 The Contractor shall, upon acceptance of a contract and prior to commencing work, schedule a preconstruction conference with the Owner. The purpose of this conference is as follows.
  - 1.1.1 Introduce all parties who have a significant role in the Project, including:
    - a) Owner (State agency or other contracting entity)
    - b) Owner's Representative
    - c) Consultant (Architect or Engineer)
    - d) Subconsultants
    - e) Clerk-of-the-works
    - f) Contractor (GC)
    - g) Superintendent
    - h) Subcontractors
    - i) Other State agencies
    - j) Construction testing company
    - k) Commissioning agent
    - l) Special Inspections agent
  - 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;
  - 1.1.5 Review the Schedule of Values form submitted by the Contractor to be approved by the Owner;
  - 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 and authorized in writing by the Owner 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 Owner in writing of such errors or omissions. The Owner shall make any corrections or clarifications necessary in such a situation to document the true intent of the Contract Documents.

## 3. Additional Drawings and Specifications

- 3.1 The Owner shall provide to the Contractor, at no additional expense to the Contractor, a reasonable quantity of additional Drawings and Specifications for the execution of the Work.
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- 3.2 The Owner shall promptly furnish additional revised Drawings and Specifications that are created due to corrections or clarifications made by the Owner. 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 Owner. The Drawings and Specifications shall not be used on other work without consent of the Owner.
  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 Owner 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).
  6. Taxes
    - 6.1 The Owner is exempt from the payment of Federal Excise Taxes on articles not for resale and from the Federal Transportation Tax on all shipments, as well as Maine State Sales and Use Taxes. Pricing in all Change Order Proposals from the Contractor and Subcontractors shall not include these taxes.
    - 6.2 Maine statute (36 M.R.S. §1760) allows "...an exemption from sales and use tax on items which will be physically incorporated in real property of an exempt organization. This exemption only applies to lumber, hardware, doors and windows, nails, insulation and other building materials actually affixed to realty. Tools, wearing apparel, consumable supplies, machinery and equipment used by the Contractor are taxable even if purchased specifically for the exempt job."
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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 Owner shall include a wage determination document prepared by the Maine Department of Labor in the Contract Documents for state-funded contracts in excess of \$50,000. The document shows the minimum wages required to be paid to each category of labor employed on the project.
- 7.3 On projects requiring a Maine wage determination, the Contractor shall submit monthly payroll records to the Owner ("the contracting agency") showing the name and occupation of all workers and all independent contractors employed on the project. The monthly submission must also include the Contractor's company name, the title of the project, hours worked, hourly rate or other method of remuneration, and the actual wages or other compensation paid to each person.
- 7.4 The Contractor shall not reveal, in the payroll records submitted to the Owner, personal information regarding workers and independent contractors, other than the information described above. Such information shall not include Social Security number, employee identification number, or employee address or phone number, for example.
- 7.5 The Contractor shall conform to Maine statute (39-A M.R.S. §105-A (6)) by providing to the Workers' Compensation Board a list of all subcontractors and independent contractors on the job site and a record of the entity to whom that subcontractor or independent contractor is directly contracted and by whom that subcontractor or independent contractor is insured for workers' compensation purposes.
- 7.6 The Contractor shall enforce strict discipline and good order among their employees at all times, and shall not employ any person unfit or unskilled to do the work assigned to them.
- 7.7 The Contractor shall promptly pay all employees when their compensation is due, shall promptly pay all others who have billed and are due for materials, supplies and services used in the Work, and shall promptly pay all others who have billed and are due for insurance, workers compensation coverage, federal and state unemployment compensation, and Social Security charges pertaining to this Project. Before final payments are made, the Contractor shall furnish to the Owner affidavits that all such payments described above have been made.
- 7.8 The Contractor may contact the Maine Department of Labor, 54 State House Station, Augusta, Maine 04333 for guidance on labor issues.
- 7.9 The Contractor may contact the Maine Workers' Compensation Board, 27 State House Station, Augusta, Maine 04333 for guidance on workers' compensation issues.

## 8. Indemnification

- 8.1 The Contractor shall indemnify and hold harmless the Owner and its officers and employees from and against any and all third party claims, including reasonable attorney's fees, 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
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negligent acts or omissions of the Owner or for actions taken in reasonable reliance on written instructions of the Owner.

- 8.2 The Contractor shall notify the Owner promptly of all claims arising out of the performance of work under this Agreement by the Contractor, its employees or agents, officers or subcontractors.
- 8.3 This indemnity provision shall survive the termination of the Agreement, completion of the project or the expiration of the term of the Agreement.

9. Insurance Requirements

9.1 The Contractor shall provide, with each original of the signed Contract, an insurance certificate or certificates acceptable to the Owner. The Contractor shall submit insurance certificates to the Owner at the commencement of this Contract and at policy renewal or revision dates. The certificates shall identify the project name, 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.

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

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

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

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



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

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

Any one accident or loss.....	\$500,000
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9.3.4 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

9.4 The Owner has determined the appropriate coverage for this particular project, verified the coverage with the Bureau of General Services Risk Management Division, and selected the proper option on the contract form. Property Insurance for this construction contract shall be one of the options described below.

9.4.1 New construction insured by the Contractor –

The Contractor shall procure and maintain Builder’s Risk insurance naming the Owner, Contractor and any Subcontractors as insureds as their interest may appear. Covered cause 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 and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

9.4.2 Renovations and additions to existing State-owned buildings insured by the Bureau of General Services Risk Management Division –

Builder’s Risk insurance will be provided by the State of Maine in accordance with the terms and conditions of the State’s property policy. The Owner shall notify Maine Risk Management Division concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Exclusions common to commercial property policies may be applicable. A Builder’s Risk certificate of insurance will be furnished to the Contractor upon request.

The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense.

9.4.3 Renovations and additions to existing buildings *not* insured by the Bureau of General Services Risk Management Division –

The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and all Subcontractors as insureds as their interests may appear. The covered cause of loss form shall be Risks of Direct Physical Loss, endorsed to

include flood, earthquake, testing and ensuing loss and shall include coverage for materials in transit and materials stored off site. Coverage shall be on a replacement cost and a completed value basis. Unless specifically authorized by the Owner, the limit of insurance shall not be less than the contract amount and coverage shall apply during the entire contract period until the Certificate of Substantial Completion is accepted by the Owner.

#### 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.

#### 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 Owner prior to commencing work.
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### 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.
- 13.2 The Contractor shall maintain, continuously updated, complete records of Requests for Information, Supplemental Instructions, Information Bulletins, supplemental sketches, Change Order Proposals, Change Orders, Shop Drawings, testing reports, et cetera, for access by the Owner.

### 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 Owner shall review and acknowledge Shop Drawings, with reasonable promptness, for general conformity with the design concept of the project and compliance with the information provided in the Contract Documents.
- 15.3 The Contractor shall provide monthly updated logs containing: requests for information, information bulletins, supplemental instructions, supplemental sketches, change order proposals, change orders, submittals, testing and deficiencies.
- 15.4 The Contractor shall make any corrections required by the Owner, and shall submit a quantity of corrected copies as may be needed. The acceptance of Shop Drawings or schedules by the Owner 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 Owner at the time of submission and secured the Owner's written approval. The acceptance of Shop Drawings or schedules by the Owner 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 Owner. The Owner 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.
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## 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 Owner 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 Owner. The request for substitution shall include a cost comparison and a reason or reasons for the substitution.
- 17.3 The Owner 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 Owner should briefly state the rationale for the decision. The decision shall be considered final.
- 17.4 The duration of a substitution review process can not be the basis for a claim for delay in the Schedule of the Work.

## 18 Assignment of Contract

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

## 19 Separate Contracts

- 19.1 The Owner reserves the right to create other contracts in connection with this Project using similar General Conditions. The Contractor shall allow the Owner's other contractors reasonable opportunity for the delivery and storage of materials and the execution of their work. The Contractor shall coordinate and properly connect the Work of all contractors.
  - 19.2 The Contractor shall promptly report to the 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 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 Owner any conflicts or claims for damages with the Owner's other contractors and settle such conflicts or claims for damages by mutual agreement or arbitration, if necessary, at no expense to the Owner.
  - 19.5 In the event the Owner's other contractors sue the Owner regarding any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense. The Contractor shall pay or satisfy any judgment that may arise against the Owner, and pay all other costs incurred.
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## 20 Subcontracts

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

## 21 Contractor-Subcontractor Relationship

- 21.1 The Contractor shall be bound to the Subcontractor by all the obligations in the Contract Documents that bind the Contractor to the Owner.
  - 21.2 The Contractor shall pay the Subcontractor, in proportion to the dollar value of the work completed and requisitioned by the Subcontractor, the approved dollar amount allowed to the Contractor no more than seven days after receipt of payment from the Owner.
  - 21.3 The Contractor shall pay the Subcontractor accordingly if the Contract Documents or the subcontract provide for earlier or larger payments than described in the provision above.
  - 21.4 The Contractor shall pay the Subcontractor for completed and requisitioned subcontract work, less retainage, no more than seven days after receipt of payment from the Owner for the Contractor's approved Requisition for Payment, even if the Owner 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.
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- 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 Owner's instructions.
- 22 Supervision of the Work
- 22.1 During all stages of the Work the Contractor shall have a competent superintendent, with any necessary assistant superintendents, overseeing the project. The superintendent shall not be reassigned without the consent of the Owner unless a superintendent ceases to be employed by the Contractor due to unsatisfactory performance.
- 22.2 The superintendent represents the Contractor on the jobsite. Directives given by the 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 Owner is 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 Owner. 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 Owner that was not revealed by the superintendent in a timely way.
- 23 Observation of the Work
- 23.1 The Contractor shall allow the Owner and Facilities Manager 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 Owner.
- 23.4 The Owner 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 Owner, the Contractor shall notify the Owner of the construction schedule in this regard. Work concealed or buried prior to the Owner's approval may need to be uncovered at the Contractor's expense.
- 23.5 The Owner 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.
- 24 Facilities Manager's Status
- 24.1 The Facilities Manager represents the Owner during the construction period, and observes the work in progress on behalf of the Owner. The Facilities Manager has authority to act on
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behalf of the Owner only to the extent expressly provided by the Contract Documents or otherwise demonstrated to the Contractor. The Facilities Manager has authority to stop the work whenever such an action is necessary, in the Facilities Manager's reasonable opinion, to ensure the proper execution of the contract.

25 Management of the Premises (also refer to Special Requirements section)

- 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 Facilities Manager'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 Owner'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 Facilities Manager and the Owner, a safety officer whose duty is the prevention of accidents on the site.
  - 26.2 The Contractor shall continuously maintain security on the premises and protect from unreasonable occasion of injury all people authorized to be on the job site. The Contractor shall also effectively protect the property and adjacent properties from damage or loss.
  - 26.3 The Contractor shall take all necessary precautions to ensure the safety of workers and others on and adjacent to the site, abiding by applicable local, state and federal safety regulations. The Contractor shall erect and continuously maintain safeguards for the protection of workers and others, and shall post signs and other warnings regarding hazards associated with the construction process, such as protruding fasteners, moving equipment, trenches and holes, scaffolding, window, door or stair openings, and falling materials.
  - 26.4 The Contractor shall restore the premises to conditions that existed prior to the start of the project at areas not intended to be altered according to the Contract Documents.
  - 26.5 The Contractor shall protect existing utilities and exercise care working in the vicinity of utilities shown in the Drawings and Specifications or otherwise located by the Contractor.
  - 26.6 The Contractor shall protect from damage existing trees and other significant plantings and landscape features of the site which will remain a permanent part of the site. If necessary or indicated in the Contract Documents, tree trunks shall be boxed and barriers erected to prevent damage to tree branches or roots.
  - 26.7 The Contractor shall repair or replace damage to the Work caused by the Contractor's or Subcontractor's forces, including that which is reasonably protected, at the expense of the responsible party.
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- 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 Owner 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 Owner 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 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 Owner 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. 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:
- 27.5.1 an estimate of the Contractor accepted by Owner as a lump sum, or
  - 27.5.2 unit prices named in the contract or subsequently agreed upon, or
  - 27.5.3 cost plus a designated percentage, or
  - 27.5.4 cost plus a fixed fee.
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- 27.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost plus designated percentage methods using the following rates. The rates include all overhead and profit expenses.
- 27.6.1 Contractor – for any work performed by the Contractor’s own forces, 20% of the cost;
  - 27.6.2 Subcontractor – for any work performed by the Subcontractor’s own forces, 20% of the cost;
  - 27.6.3 Contractor – for any work performed by the Contractor’s Subcontractor, 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 Owner shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the certified amount.
- 27.8 Cost reflected in Change Orders shall be limited to the following: cost of materials, cost of delivery, cost of labor (including Social Security, pension, Workers' Compensation insurance, and unemployment insurance), and cost of rental of power tools and equipment. Labor cost may include a pro-ratio share of a foreman’s time only in the case of an extension of contract time granted due to the Change Order.
- 27.9 Overhead reflected in Change Orders shall be limited to the following: bond premium, supervision, wages of clerks, time keepers, and watchmen, small tools, incidental expenses, general office expenses, and all other overhead expenses directly related to the Change Order.
- 27.10 The Contractor shall provide credit to the Owner for labor, materials, equipment and other costs but not overhead and profit expenses for those Change Order items that result in a net value of credit to the contract.
- 27.11 The Owner may change the scope of work of the Project without invalidating the contract. The Owner shall notify the Contractor of a change of the scope of work for the Owner's Contractors, which may affect the work of this Contractor, without invalidating the contract. Change Orders for extension of the time caused by such changes shall be developed at the time of directing the change in scope of work.
- 27.12 The Owner 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 Owner 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 Owner. The Owner shall promptly investigate the conditions and respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Owner 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 Owner if the Contractor claims that instructions by the Owner will constitute extra cost not accounted for by Change Order or otherwise under the contract. The Owner shall promptly respond to the Contractor's notice with direction that avoids any unnecessary delay of the Work. The Owner shall determine if the Contractor's claim warrants a Change Order.
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## 28 Correction of the Work

- 28.1 The Contractor shall promptly remove from the premises all work the Owner 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 Owner. 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.
- 28.4 The Owner may authorize, after a reasonable notification to the Contractor, an equitable deduction from the contract amount in lieu of the Contractor correcting non-conforming or defective work.

## 29 Owner's Right to do Work

- 29.1 The Owner may, using other contractors, correct deficiencies attributable to the Contractor, or complete unfinished work. Such action shall take place only after giving the Contractor three days written notice. 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, 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:
    - 30.1.1 the contractor is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or
    - 30.1.2 a receiver is appointed due to the Contractor's insolvency, or
    - 30.1.3 the Contractor persistently or repeatedly refuses or fails to provide enough properly skilled workers or proper materials, or
    - 30.1.4 the Contractor fails to make prompt payment to Subcontractors or suppliers of materials or labor, or
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- 30.1.5 the Contractor persistently disregards laws, ordinances or the instructions of the Architect, 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 Owner 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, 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 Owner 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, with seven days written notice to the Owner, 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, 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 Owner 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 Owner. 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 Owner to furnish drawings if no schedule or agreement is made between the Contractor and the Owner 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. The Owner 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. The Owner may require receipts or other documents
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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 Owner shall verify and certify each Requisition for Payment which appears to be complete and correct prior to payment being made by the Owner. The Owner may certify an appropriate amount for materials not incorporated in the Work which have been delivered and suitably stored at the site. The Contractor shall submit bills of sale, insurance certificates, or other such documents that will adequately protect the Owner's interests prior to payments being certified.
- 32.5 In the event any materials delivered but not yet incorporated in the Work have been included in a certified Requisition for Payment with payment made, and said materials thereafter are damaged, deteriorated or destroyed, or for any reason whatsoever become unsuitable or unavailable for use in the Work, the full amount previously allowed shall be deducted from subsequent payments unless the Contractor satisfactorily replaces said material.
- 32.6 The Contractor may request certification of an appropriate dollar amount for materials not incorporated in the Work which have been delivered and suitably stored away from the site. The Contractor shall submit bills of sale, insurance certificates, right-of-entry documents or other such documents that will adequately protect the Owner's interests. The Owner shall determine if the Contractor's documentation for the materials is complete and specifically designated for the Project. The Owner may certify such payments.
- 32.7 Subcontractors may request, and shall receive from the Owner, 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 Owner 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 from loss due to any of the following:
- 33.2.1.1 defective work not remedied;
  - 33.2.1.2 claims filed or reasonable evidence indicating probable filing of claims;
  - 33.2.1.3 failure to make payments properly to Subcontractors or suppliers;
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33.2.1.4 a reasonable doubt that the contract can be completed for the balance then unpaid;

33.2.1.5 liability for damage to another contractor.

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

#### 34 Liens

34.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.

34.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

#### 35 Workmanship

35.1 The Contractor shall provide materials, equipment, and installed work equal to or better than the quality specified in the Contract Documents and approved in submittal and sample. The installation methods shall be of the highest standards, and the best obtainable from the respective trades. The Owner'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 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 Owner at the Contractor's expense.

35.4 The Contractor shall request clarification or revision of any design work by the Owner, 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 Owner 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 Owner 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 Certificate of Substantial Completion.

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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 exactly cleaning is specified. The Contractor shall wash 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 Owner, fails to adequately complete the task. The expense of this cleaning may be deducted from the sum due to the Contractor.
- 36.3 The Contractor shall participate in all final inspections and acknowledge the documentation of unsatisfactory work, generally called the "punch list", to be corrected by the Contractor. The Owner shall document the successful completion of the Work in a dated Certificate of Substantial Completion, to be signed by Owner and Contractor.
- 36.4 The Contractor shall not call for final inspection of any portion of the Work that is not complete and permanent 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 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 Owner determines has followed the expected rate of progress.
- 37.4 The Owner 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.
- 37.5 Liquidated Damages may be deducted from the sum due to the Contractor for each calendar day that the Work remains uncompleted after the completion date specified in the Contract or an approved amended completion date. The dollar amount per day shall be calculated using the Schedule of Liquidated Damages table shown below.

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

## 38 Dispute Resolution

### 38.1 Mediation

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

### 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.
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