

**CONTRACT DOCUMENTS**  
**FOR**  
**2017 MPI PROJECT- HAMPSHIRE STREET RECONSTRUCTION**  
**AUBURN, MAINE**

**February 2, 2017**

**Tony Beaulieu P.E.,** *City Engineer*  
**Derek Boulanger,** *Facilities Manager/Purchasing Agent*  
**Kris Bennett,** *Project Engineer*



## City of Auburn, Maine

Finance Department

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

February 6, 2017

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Services Department's **2017 MPI Project-Hampshire Street Reconstruction**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **"2017 MPI Project-Hampshire Street Reconstruction– Bid #2017-019.**

Bid packages will be available beginning on Monday, February 6, 2017. Documents can be obtained from the City of Auburn's website: [www.auburnmaine.gov/business/bid-notice](http://www.auburnmaine.gov/business/bid-notice). Questions regarding this Request for Bids should be directed to Tony Beaulieu P.E, City Engineer, at (207) 333-6601, ext. 1140. **A mandatory pre-bid will be held on Tuesday, February 14, 2017, at 2:00pm in Council Chambers, Auburn City Hall.**

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, February 23, 2017.** Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date in Council Chambers, Auburn City Hall.

Sincerely,

Derek Boulanger

Facilities Manager/Purchasing Agent

## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state "2017 MPI Project-Hampshire Street Reconstruction– Bid # 2017-019", on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
12. All work must be completed from 7:00AM to 6:00PM. The completion date for this project is December 15, 2017. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.
13. Unitil & Auburn Water & Sewer District will be responsible for lowering and raising their respective shut-offs. Prior to paving, the Auburn Water & Sewer District will adjust their

manholes to finish grade. The Contractor shall adjust storm water structures to finish grade and shall be paid for under Item 604.18.

14. The Contractor shall replace numerous water service lines as part of this project. See supplemental specification section 830 for specific requirements.
15. Community Development Block Grant (CDBG) funds have been allocated for a portion of this project. See supporting documents at the end of this bid book for additional information.

## **GENERAL CONDITIONS**

### **1. Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### **2. Save Harmless**

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### **3. Subcontracting**

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### **4. Warranty**

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

### **5. Bonds, Retainage and Payments**

A bid bond shall be submitted with appropriate bid forms in the amount of 5% of the total contract value. Also, payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Engineer. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

## BID PROPOSAL FORM

Due: Thursday, February 23, 2017

To: City of Auburn  
Derek Boulanger, Facilities Manager/Purchasing Agent  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE OF MAINE  
\_\_\_\_\_, SS.

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

Personally appeared and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

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

Print Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

Addendum Acknowledged:

# \_\_\_\_\_ Date \_\_\_\_\_

# \_\_\_\_\_ Date \_\_\_\_\_

# \_\_\_\_\_ Date \_\_\_\_\_

**City of Auburn**  
**Roadway and Drainage Improvements Bid Form**

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
201.23	Removing Single Tree Top Only	EA	3		
201.24	Removing Stump	EA	3		
202.15	Removing Existing Manhole or Catch Basin	EA	25		
203.20	Common Excavation	CY	7500		
304.09	Aggregate Base Course – Gravel Type A	CY	765		
304.10	Aggregate Subbase Course – Gravel Type D	CY	5500		
403.208	Hot Mix Asphalt 12.5 mm HMA Surface	T	755		
403.209	Hot Mix Asphalt 9.5 mm (Incidentals)	T	430		
403.213	Hot Mix Asphalt 12.5 mm HMA Base	T	1255		
409.15	Bituminous Tack Coat- Applied	G	230		
502.461	Structural Concrete, Replace Concrete Slab	CY	3		
603.159	12” Culvert Pipe Option III	LF	245		
603.175	18” RCP Class III	LF	8		
603.195	24” RCP Class III	LF	80		
603.199	24” Culvert Pipe Option III	LF	56		
603.4105	Concrete Pipe Collar	EA	1		
604.072	Catch Basin Type A1-C	EA	17		
604.076	60” Catch Basin Type A1-C	EA	2		
604.09	Catch Basin Type B1	EA	2		
604.093	60” Catch Basin Type B1	EA	1		
604.16	Alter Catch Basin to Manhole	EA	1		
604.18	Adjust Catch Basin or Manhole to Grade	EA	13		
604.252	Catch Basin Type A5-C	EA	16		
604.262	Catch Basin Type B5-C	EA	1		
605.09	6” Underdrain Type B	LF	1470		
605.11	12” Underdrain Type C	LF	2050		
608.10	Brick Sidewalk (Remove and Rebuild)	SY	60		
608.26	Curb Ramp Detectable Warning Field	SF	780		
609.11	Vertical Curb Type 1	LF	2220		
609.12	Vertical Curb Type 1 - Circular	LF	580		
609.234	Terminal Curb Type 1 - 4 Foot	EA	37		
609.2341	Terminal Curb Type 1 - 4 Foot - Circular	EA	46		
609.238	Terminal Curb Type 1 - 8 Foot	EA	63		
609.2381	Terminal Curb Type 1 - 8 Foot - Circular	EA	28		
609.34	Curb Type 5	LF	24		

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
609.35	Curb Type 5 - Circular	LF	30		
609.50	Concrete Base for Curbing	LF	4000		
615.07	Loam	CY	155		
615.086	Loam/Compost Mix	CY	240		
618.1301	Seeding Method Number 1 - Plan Quantity	UN	13		
619.1201	Mulch - Plan Quantity	UN	13		
619.1301	Bark Mulch - Plan Quantity	CY	60		
621.138	Small Deciduous Tree	EA	39		
621.267	Large Deciduous Tree	EA	22		
621.71	Grasses	EA	519		
621.711	Perennials	EA	519		
626.11	Precast Concrete Junction Box	EA	6		
626.21	Metallic Conduit	LF	10		
626.215	2-1/2-Inch Steel Conduit	LF	15		
626.22	Non-Metallic Conduit	LF	330		
626.221	1-1/2-Inch Non-Metallic Conduit - Schedule 40	LF	4050		
626.222	1-1/2-Inch Non-Metallic Conduit - Schedule 80	LF	950		
626.31	18" Foundation	EA	8		
626.371	Foundation Bases	EA	44		
627.733	4" White or Yellow Painted Pavement Marking Line	LF	6000		
627.75	White or Yellow Pavement & Curb Marking	SF	5500		
629.05	Hand Labor, Straight Time	HR	40		
634.042	#2 AWG Cable Installation	LF	100		
634.043	#8 AWG Cable Installation	LF	30000		
634.08	Electrical Service Box	EA	2		
634.21	Conventional Lighting Standard	EA	44		
641.12	Bench	EA	7		
641.36	Bike Rack	EA	1		
641.89	Gateway Sign	EA	3		
643.92	Pedestal Pole	EA	8		
645.271	Regulatory, Warning, Confirmation, & Route Assembly Sign, Type 1	SF	50		
652.39	Work Zone Traffic Control	LS	1		
656.75	Temporary Soil Erosion & Water Pollution Control	LS	1		
658.20	Acrylic Latex Finish, Green	SY	15		
659.10	Mobilization	LS	1		
830.07	Install Water Service - Longside	EA	12		



<b>TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES</b>	
(Written)	

**Bid Alternate #1**

**Turner St/Court St Signal Modifications Bid Form**

ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
626.11	Precast Concrete Junction Box	EA	1		
626.22	Non-Metallic Conduit	LF	70		
626.31	18" Foundation	EA	1		
626.332	30" Dia Greater 8' L & 36" Dia Foundations	CY	4		
643.71	Traffic Signal Modification – Court/Turner Int.	LS	1		
643.91	Mast Arm Pole With 60' Mast Arm	EA	1		
643.92	Pedestal Pole	EA	1		
<b>TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES</b>					
(Written)					

BASIS OF AWARD BID FORM HAMPSHIRE STREET RECONSTRUCTION PROJECT AUBURN, MAINE	
Total of Roadway and Drainage Improvements Bid Written in Numbers	\$
<b>TOTAL: BASIS OF AWARD (Road and Drainage Improvements only)</b>	<b>\$</b>
Total of Turner St/Court St Signal Modifications (Bid Alternate #1) Bid Written in Numbers	\$

Company Name: \_\_\_\_\_  
 Signed by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Tel. # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Date: \_\_\_\_\_

## BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The Condition of the above obligation is such that whereas the principal has submitted to \_\_\_\_\_ a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
(L.S)

Principal

Surety

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## SAMPLE AGREEMENT

THIS AGREEMENT is made this ### day of Month Year, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), Company Name, Address, EIN, (hereinafter "CONTRACTOR"),

### WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

### SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: Bid # XXXXX Bid Title which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

### COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by Month day, year and fully completed on or before Month day, year.

### CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$XXX

### PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$Dollar amount or N/A (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

Yes, Required (Initials: \_\_\_\_ )  No, Waived (Initials \_\_\_\_ )

### GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

### PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY’S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR’S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
-----------------------------------	-------------

Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

#### Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A: Statutory  
Coverage B: \$100,000/\$500,000/\$100,000

#### Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

### Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

### Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

### DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

### LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

### ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

**SUBCONTRACTS:**

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

**USE OF PREMISES:**

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

**CLEANING UP:**

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

**PAYMENTS:**

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Finance Director

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness Contractor

## **SCOPE OF WORK**

The following scope of work is being proposed for the Hampshire Street Reconstruction for the City of Auburn. The scope of work is a brief overview of the expected extent of work included in this contract.

### **Hampshire Street Reconstruction**

- Full depth reconstruction of Hampshire Street from Gamage Ave intersection to Turner Street intersection.
- Provide new drainage structures, storm drains and underdrain.
- Replace water services in select areas.
- Remove old pavement surface and existing road base.
- Add new gravels and HMA base and surface courses.
- Provide new granite curbing and curb tip downs.
- Rebuild sidewalks and driveways on both sides of street.
- Rebuild intersections in reconstruction areas.
- Provide lighting and landscaping improvements
- Provide pedestrian improvements at Union Street intersection.
- Provide signing and striping improvements.
- Loam, seed and mulch as directed.

### **Turner St/Court St Signal Modifications - Bid Alternate #1**

- Install conduit and junction box.
- Install signal equipment foundations.
- Install new signal mast arm and pedestal pole.
- Remove existing signal equipment and reinstall equipment where noted.



## **SPECIAL PROVISIONS**

The following Supplemental Specifications and Special Provisions shall amend the “Maine, Department of Transportation Standard Specifications, **November 2014 Edition**” including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

(1) Supplemental Specifications - modifications, additions and deletions to the existing Standard Specifications.

(2) Special Provisions - specifications in the contract which are for additional items not covered in the Standard Specifications

### **F-1 Work Hours**

No work shall proceed on this project prior to the hour of 7:00 AM or after 6:00 PM (prevailing time) on any working day unless the City has granted prior approval. The definition of work for this specification shall include starting or moving of equipment, machinery, or materials. Any day worked for four hours or more will be considered a full working day.

### **F-2 Notification of Residents**

Residents shall be notified sufficiently in advance of any construction affecting the driveway and sidewalk to allow adequate time for their removal of personal vehicles. Locations of cuts for drive access affecting individual residents shall be brought to their attention.

### **F-3 Traffic Signs**

All existing traffic signs, which are to be removed during construction, shall be dismantled and the posts removed and shall be stacked in an area approved by the Engineer. Contractor shall protect the signs from damage while in his possession and shall repair, at no additional cost to the City, any damages caused by his operations.

Stop signs are to be maintained at their original locations at all times during the progress work.

Prior to the start of any construction work, the Contractor shall prepare an acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes.

This work shall be considered as subsidiary obligation of the contract for which no special payment will be made.

### **F-4 Protection of Trees**

The Contractor shall be responsible for the preservation of all trees on the project, which are not to be removed. Any trees damaged by the Contractor's operations shall be repaired as approved by tree

dressings or paint in accordance with the appropriate provisions of Section 201 of Standard Specifications.

#### F-5 Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashing barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public in accordance with the most recent edition of "Manual on Uniform Traffic Control Devices for Streets Highways" published by the Department of Transportation of the Federal Highway Administration.

The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes. Traffic control shall be in accordance with the City of Auburn's Traffic Detail Policy effective April 1, 2006.

#### F-5A Materials

Materials shall meet the requirements specified for the various subsections of the Specifications. Equals shall be approved only prior to the bid opening.

#### F-6 Survey

The City of Auburn, Department of Public Services will establish, at their discretion, a benchmark location and one construction baseline. The Contractor shall be responsible for maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

#### F-7 Waste Areas

The disposal of waste and surplus material and slash from tree cutting shall be as outlined in Section 203.06 - Waste Areas.

#### F-8 Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

#### F-9 Pre-Construction Conference

A conference will be held at 60 Court Street, Auburn, Maine within ten (10) days after the awarding of the contract. At this time, the contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

#### F-10 Schedule of Operations

The above-mentioned schedule of operations in Section F-9 shall consist of a bar chart detailing the activities included in the contract. Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e., flow charts, critical paths, etc.) are encouraged and will be accepted by the City. Updates will be required.

#### F-11 Traffic Officers

Traffic control shall be the responsibility of the Contractor and as directed. Traffic control officers will be employed by the Contractor. City of Auburn police officers may be required in certain traffic situations and will be paid for by the City of Auburn.

#### F-12 Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. The Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

Waste and surplus material shall not be stockpiled, but shall be disposed of in areas as designated in Section 203.06, Waste Areas, of the Standard Specifications.

#### F-13 Questions Regarding Plans and Documents

Questions from prospective bidders relative to this Contract shall be submitted no later than five days before bid opening and directed to:

Tony Beaulieu P.E.  
City Engineer  
Engineering Division  
Tel. 333-6601 ext. 1140

#### F-14 Record Drawings

The Contractor shall keep daily records of all changes in the work and records of underground infrastructure. Upon completion of the project, the Contractor shall deliver to the Engineer copies of daily records. Final payment will not be made until Engineer receives copies of daily records.

#### F-15 Waste Material

All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City.

#### F-16 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work.

#### F-17 Bids

No bids shall be withdrawn within a period of sixty -(60)- days after the opening of the bids.

#### F-18 Manhole Structures

The contractor shall be responsible for removing the frame and cover of sewer manholes during construction. Steel plates shall be used to cover the existing manhole opening. Offsets shall be installed to determine location. This work shall be considered incidental to the contract. The Auburn Water & Sewer District will be responsible to adjust sewer manhole frames and covers to grade, including water shutoffs.

#### F-19 Aggregate Base Courses

All gravel products shall meet MaineDOT specifications and shall also be produced from quarry rock.

#### F-20 Pipe Stubs

Any pipe stubs required to connect existing pipes to proposed catch basins shall be considered incidental to the item.

#### F- 21 Pipe Materials

All pipe supplied on this project shall be High Density Polyethylene (HDPE) pipe unless otherwise specified.

#### F- 22 Weekly Quantity Reports

The Contractor shall submit weekly electronic reports of daily quantities by the end of the day the following Monday. These reports shall be emailed to [kbennett@auburnmaine.gov](mailto:kbennett@auburnmaine.gov).

## **SUPPLEMENTAL SPECIFICATIONS SECTION 100 - GENERAL PROVISIONS**

### 1. SCOPE

The work covered by this section includes furnishing all labor, equipment, materials, incidentals, and the performing of all operations in connection with the work encompassed by these contract documents. All work shall be subject to the terms and conditions of the contract documents.

### 2. STANDARD SPECIFICATIONS

The City of Auburn, Maine has adopted for this project, the “State of Maine, Department of Transportation, Standard Specifications, **November 2014 Edition**”, and the Standard Details (November 2014) and the following Supplemental Specifications including all current additions or modifications thereof. In the case of conflict with the following Supplemental Specifications, addenda shall take precedence and shall govern.

Wherever in the Specifications and in this Contract the term “Department”, “the Department of Transportation”, “MDOT”, or any reference to the “State of Maine, Department of Transportation” or its “Engineers” is mentioned, the intent and meaning shall be interpreted to refer to the CITY OF AUBURN, MAINE, or their authorized representative.

## **SUPPLEMENTAL SPECIFICATIONS SECTION 201 – CLEARING RIGHT OF WAY**

The provisions of Section 201 of the Standard Specifications shall apply with the following additions and modifications.

### 201.01 DESCRIPTION

This work shall consist of removing trees and stumps identified on the Contract Drawings.

### 201.07 DISPOSAL

All trees and stumps removed shall be disposed of by approved methods.

### 201.09 METHOD OF MEASUREMENT

Single trees and stumps will be measured by each unit.

### 201.10 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 201.10.

Pay Item	Pay Unit
201.23     Removing Single Tree Top Only	Each
201.24     Removing Stump	Each

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 202 – REMOVING STRUCTURES AND OBSTRUCTIONS**

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications.

#### 202.07 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 202.07.

#### 202.08 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 202.08.

Pay Item	Pay Unit
202.15      Removing Existing Manhole or Catch Basin	Each

## SUPPLEMENTAL SPECIFICATIONS SECTION 203 – EXCAVATION AND EMBANKMENT

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications.

### 203.01 DESCRIPTION

This item shall be used for box cutting the existing roadway base material approximately 25” deep or as indicated on the Contract Drawings.

### 203.18 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 203.18.

### 203.19 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 203.19.

Pay Item	Pay Unit
203.20      Common Excavation	Cubic Yard



## SUPPLEMENTAL SPECIFICATIONS

### SECTION 304 – AGGREGATE BASE AND SUBBASE COURSE

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications.

#### 304.06 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 304.06.

#### 304.07 BASIS OF PAYMENT

The last paragraph of Subsection 304.07, Basis of Payment is revised by the addition of the following:

Pay Item	Pay Unit
304.09     Aggregate Base Course – Gravel Type A	Cubic Yard
304.10     Aggregate Subbase Course – Gravel Type D	Cubic Yard

## SUPPLEMENTAL SPECIFICATIONS SECTION 403 - HOT MIX ASPHALT

The provisions of Section 403 of the Standard Specifications shall apply with the following additions and modifications.

### 403.01 DESCRIPTION

This work shall include machine placing hot mix asphalt (HMA) as indicated in the Scope of Work. Materials and their use shall conform to the requirements of all related and applicable sections of this contract. HMA shall be placed and compacted with a minimum of two lifts where the total thickness of pavement to be placed exceeds 2". The **most recently** revised special provision Section 108 using the New England Selling Price shall apply to this contract.

### 403.02 GENERAL

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<b><u>4" HMA Overlay Areas</u></b>					
<b><u>Full Reconstruction Areas</u></b>					
<b><u>Mainline Travelway, Shoulders, &amp; Approach Roads</u></b>					
Wearing	12.5 mm	403.208	1 ½"	1	1,4,8,20
Base	12.5 mm	403.213	2 ½"	1	1,4,8
<b><u>Sidewalks, Drives, Misc.</u></b>					
Wearing	9.5 mm	403.209	2" - 3"	2/more	2,3,10,11,14

### **COMPLEMENTARY NOTES**

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
8. Section 106.6 Acceptance, (2) Method B. The Contractor may request a contract modification to change to testing method "A" prior to work starting on this item.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.

20. The Contractor may place the specified HMA pavement course, not to exceed 2” inch compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard, as well as additional centerline delineation such as double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

#### 403.04 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 403.04.

#### 403.05 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 403.05.

Pay Item	Pay Unit
403.208 Hot Mix Asphalt, 12.5mm HMA Surface	Ton
403.209 Hot Mix Asphalt, 9.5 mm HMA (Incidentals)	Ton
403.213 Hot Mix Asphalt, 12.5mm HMA Base	Ton

## SUPPLEMENTAL SPECIFICATIONS SECTION 409 - BITUMINOUS TACK COAT

The provisions of Section 409 of the Standard Specifications shall apply with the following additions and modifications.

### 409.07 APPLICATION OF BITUMINOUS MATERIAL

The rate of application shall be 0.02 to 0.2 gallons per square yard as directed. During application, care shall be taken to assure areas outside of the work area shall not be discolored. Tack coat shall be required between all layers of Hot Mix Asphalt. **Tack coat shall also be required on all longitudinal and transverse joints.**

### 409.09 BASIS OF PAYMENT

The accepted quantity of bituminous tack coat will be paid for at the contract unit price per gallon for the designated type of material complete in place. Bituminous tack coat applications as specified in Section 401.18 will not be paid for by the gallon but considered as incidental to the work.

Payment will be made under:

Pay Item	Pay Unit
409.15 Bituminous Tack Coat. Applied	Gallon

**SUPPLEMENTAL SPECIFICATIONS**  
**SECTION 502 – STRUCTURAL CONCRETE**  
**(REPLACE CONCRETE SLAB)**

The provisions of Section 502 of the Standard Specifications shall apply with the following additions and modifications.

502.01 DESCRIPTION

This work shall consist of replacing concrete driveway pavement as shown on the plans.

502.011 GENERAL

The base for the concrete shall be prepared in accordance with the general notes, drawings, and with the applicable requirements of Section 304 of the Standard Specifications.

Concrete shall be Class A. Strength testing of the concrete is not necessary for this item. Construction joints shall be provided at intervals no greater than 20 feet and expansion joints shall be provided at intervals no greater than 10 feet unless approved by the Engineer. Coordinate joint locations with existing conditions and with Engineer.

Adjoining concrete surfaces shall be thoroughly cleaned before placing the new slab.

If existing reinforcing steel is found, it shall be replaced by salvaging the existing bars or furnishing new bars. New reinforcement shall be welded steel wire fabric, 150 mm x 150 mm - w1.4 x w1.4. Reinforcement shall be placed to allow a 3 inch minimum clearance from all concrete edges.

502.19 BASIS OF PAYMENT

The accepted quantity of structural concrete, replace concrete slab, will be paid for at the contract unit bid price for the number of cubic yards placed within the limits, shown on the plans and accepted. Payment shall be full compensation for replacing existing reinforcing steel, furnishing and placing Portland Cement Concrete and for all other incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
502.461 Structural Concrete, Replace Concrete Slab	Cubic Yard

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 603 – PIPE CULVERTS AND STORM DRAINS**

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications.

#### 603.01 DESCRIPTION

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 603.01. With the addition of the following paragraph:

This work shall consist of furnishing and installing Class III Reinforced Concrete Pipe at the locations as shown on the Plans or as directed by the Inspector. These pipes shall meet the requirements of Subsection 706.02.

This work also consists of furnishing and installing a Concrete Pipe Collar to join the existing culverts to the proposed concrete culverts where noted on the Plans. The Contractor shall note that the concrete pipe collar is proposed at locations where pipe ends may be of slightly different sizes & type and therefore the pipe joints may not fit snugly together. The concrete pipe collar shall consist of the following:

- Class A concrete with W6x6 wire mesh provided around the pipe joint area.
- Width of concrete collar shall be 4 feet minimum (extending 2 feet onto each pipe end).
- Depth of collar shall be 8 inch minimum, measured from the bell end of the pipe.

#### 603.031 GENERAL

The Contractor shall furnish the following pipe under Option III:  
High Density Polyethylene Pipe

#### 603.11 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 603.11. With the addition of the following paragraph:

The concrete pipe collar shall be measured by each unit installed, complete in place and accepted. This shall be full compensation for furnishing labor and materials to construct a concrete pipe collar to connect the existing and proposed pipe ends in a working like manner.

#### 603.12 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 603.12. With the addition of the following paragraph:

Concrete pipe collars will be paid for at the Contract unit price each regardless of the size of the existing and proposed pipes.

Payment will be made under:

Pay Item	Pay Unit
603.159 12” Culvert Pipe Option III	Linear Foot
603.175 18” RCP Class III	Linear Foot
603.195 24” RCP Class III	Linear Foot
603.199 24” Culvert Pipe Option III	Linear Foot
603.4105 Concrete Pipe Collar	Each

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 604 – MANHOLES, INLETS, AND CATCH BASINS**

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications.

#### 604.01 DESCRIPTION

This work consists of constructing catch basins and manholes in accordance with the requirements of Section 604 of the Standard Specifications and as shown in the Standard Details.

#### 604.05 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 604.05. This subsection shall be amended by the addition of the following paragraph:

Installation of proposed catch basins as shown on the contract plans shall be measured per each, complete in place, regardless of overall depth.

#### 604.06 BASIS OF PAYMENT

The last paragraph of Subsection 604.06, Basis of Payment is revised by the addition of the following:

Payment will be made under:

Pay Item	Pay Unit
604.072 Catch Basin Type A1-C	Each
604.076 60" Catch Basin Type A1-C	Each
604.09 Catch Basin Type B1	Each
604.093 60" Catch Basin Type B1	Each
604.16 Alter Catch Basin to Manhole	Each
604.18 Adjust Catch Basin or Manhole to Grade	Each
604.252 Catch Basin Type A5-C	Each
604.262 Catch Basin Type B5-C	Each



## **SUPPLEMENTAL SPECIFICATIONS SECTION 605 – UNDERDRAINS**

The provisions of Section 605 of the Standard Specifications shall apply with the following additions and modifications.

### 605.02 MATERIALS

All pipe supplied on this project shall be High Density Polyethylene (HDPE) pipe unless otherwise specified.

### 605.06 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 605.06.

### 605.07 BASIS OF PAYMENT

The last paragraph of Subsection 605.07, Basis of Payment is revised by the addition of the following:

Payment will be made under:

Pay Item	Pay Unit
605.09      6" Underdrain Type B	Linear Foot
605.11      12" Underdrain Type C	Linear Foot

## **SUPPLEMENTAL SPECIFICATIONS SECTION 608 – SIDEWALKS**

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications.

### 608.01 DESCRIPTION

Description shall be in accordance with MaineDOT Standard Specifications Subsection 608.01. This subsection shall be amended by the addition of the following paragraph:

This item shall consist of constructing the concrete portion of the sidewalk ramp at an intersecting street. The bid price shall include all necessary work to install concrete (precast acceptable) and truncated domes. Work shall follow Section 608 of MDOT Standard Details, November 2014 edition and current ADA specifications.

### 608.05 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 608.05. This subsection shall be amended by the addition of the following paragraph:

Detectable warning fields properly placed and accepted shall be measured for payment by the square foot. Measurement shall include actual plate area, not surrounding concrete.

### 608.06 BASIS OF PAYMENT

The last paragraph of Subsection 608.06, Basis of Payment is revised by the addition of the following:

The accepted quantities of curb ramp detectable warning field will be paid for at the Contract Unit price per square foot for all labor, materials, and equipment required for the installation and shall include concrete and cast iron truncated dome.

Payment will be made under:

Pay Item	Pay Unit
608.10 Brick Sidewalk (Remove and Rebuild)	Square Yard
608.26 Curb Ramp Detectable Warning Field	Square Foot

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 609 – CURB**

The provisions of Section 609 of the Standard Specifications shall apply with the following additions and modifications.

#### 609.01 DESCRIPTION

This work shall consist of providing and placing concrete base fill for the stabilization of granite curb, at curb locations shown on the plans, or as authorized by the Inspector.

#### 609.02 MATERIALS

Canadian sourced granite curbing (Caledonia Type), which contains pink quartz, shall not be used on the project. All granite curbing shall be predominately gray in color.

Except as provided below, the materials used shall meet the requirements specified in Section 700 – Materials:

Portland Cement and Portland Pozzolan Cement	701.01
Water	701.02
Fine Aggregate for Concrete	703.01
Coarse Aggregate for Concrete	703.02

A mix design for the Portland Cement Concrete shall be submitted to the Inspector, with a minimum designed compressive strength of 2900 psi for the concrete used for the concrete base for curb prior to any placement.

#### 609.021 GENERAL

- a. Preparation of Base  
Prior to placing concrete base, the area being filled shall be thoroughly cleaned of all foreign and objectionable material. The Contractor shall not place the concrete base fill on or within a frozen base material.
- b. Placing  
Concrete fill shall be placed at to the pay limits shown on the plans, or as directed by the Inspector. Forms may be omitted at the Contractor's option. Vibration of concrete will not be required.
- c. Protection  
Concrete base fill must be adequately protected by traffic control devices as necessary after placement.

The concrete shall be allowed to cure for at least 72 hours.

During cold weather conditions, when temperatures drop below a temperature of 36°F (2.2°C) after placement, concrete base fill shall be protected by concrete blankets or a combination of plastic sheeting and straw.

d. Acceptance

Concrete base fill for curb shall be accepted in place by visual inspection. All rejected concrete fill shall be removed and replaced at the Contractor's expense.

609.09 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 605.09. This subsection shall be amended by the addition of the following paragraph:

Concrete base for curbing will be measured for payment by the linear foot of concrete, in place, in accordance with the pay limits established, if such limits have been established. In the absence of pay limits, the Inspector may use discretion to accept the delivered quantity as the measurement for payment.

609.10 BASIS OF PAYMENT

The last paragraph of Subsection 609.10, Basis of Payment is revised by the addition of the following:

Concrete base for curbing will be paid for at the contract unit price per linear foot, complete in place and accepted. This price shall include all materials, labor, and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
609.11 Vertical Curb Type 1	Linear Foot
609.12 Vertical Curb Type 1 - Circular	Linear Foot
609.234 Terminal Curb Type 1- 4 Foot	Each
609.2341 Terminal Curb Type 1- 4 Foot - Circular	Each
609.238 Terminal Curb Type 1- 8 Foot	Each
609.2381 Terminal Curb Type 1- 8 Foot - Circular	Each
609.34 Curb Type 5	Linear Foot
609.35 Curb Type 5- Circular	Linear Foot
609.50 Concrete Base for Curbing	Linear Foot

## SUPPLEMENTAL SPECIFICATIONS SECTION 615 – LOAM

The provisions of Section 615 of the Standard Specifications shall apply with the following additions and modifications.

### 615.01 DESCRIPTION

Loam for lawn areas (not landscape areas) shall meet the requirements of the standard specification.

Information provided in this supplemental specification apply to proposed landscape areas, as identified on the landscape plans.

This work shall consist of furnishing and placing loam or dirty borrow for seeding or sodding, in reasonably close conformity with the thicknesses called for on the landscape plans or as authorized.

### 615.011 TESTING

Tests specified in this Section shall be paid for by the Contractor. Certifications required must be submitted to the Landscape Architect and or Owner's Representative for approval before use of materials on the site.

The Contractor shall be required to take representative soil samples of the topsoil to be provided from several locations (on-site) in the area(s) under consideration for testing. Imported topsoil shall also require test results prior to placement. Tests shall be made by a State Commercial Soil Testing Laboratory using methods approved by the Association of Official Agricultural Chemist or the State Agricultural Experiment Station, or by the University of Maine at Orono. Testing shall include chemical balance (pH) as well as organic content. The required pH level shall be between 6.6-7.3% and the organic content shall be between 6.5-8%.

The Contractor shall provide testing data for composted soil amendment if required to supplement the required minimum organic content.

### 615.02 MATERIALS

Materials shall conform to the requirements specified in the following Sections of Division 700 - Materials:

Common Borrow	703.18
Humus	717.09

Loam shall meet the following requirements:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	5% - 10%, as determined by Ignition Test
pH	5.5 – 7.5

Mineral Content:

Percent passing sieve

85-100% #10

35-85% #40

10-35% #200

The loam shall be screened, loose, friable, and shall be free from admixture of subsoil, refuse, large stones, clods, roots, or other undesirable foreign matter. It shall be reasonably free of weeds, roots, or rhizomes.

Dirty Borrow shall meet the requirements of Section 703.18 Common Borrow with the following addition and deletions:

Second sentence delete the word peat.

Dirty Borrow shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

Mineral Content:

Percent passing sieve

75-100% #10

5- 40% #200

Dirty Borrow must have an organic content of 3% to 8% as determined by ignition test.

The Contractor may elect to manufacture loam or dirty borrow from a combination of project materials that the Contractor is entitled to use, combined with other suitable materials furnished by the Contractor.

The Resident shall obtain a sample from loam stockpiles identified by the Contractor Samples will be submitted to MaineDOT testing facility. Only loam from passing stockpiles shall be used.

The Contractor may elect to manufacture loam from a combination of project materials that the Contractor is entitled to use, combined with other suitable materials furnished by the Contractor.

615.021 ADDITIVES

Humus - Ground or shredded peat that has been stockpiled at least one year prior to use, or commercial bagged peat.

Manure - Well-rotted unleached stable manure with no more than 25% straw, shavings, or sawdust content. A mixture of one (1) cubic yard of peat humus or peat moss and 100 lbs. of commercial dehydrated-bagged manure such as Bovung or Spurigon may be used.

Mulch for Plants - Well-rotted (black) shredded pine bark as approved by the Landscape Architect.

Lime - Commercial ground lime with no less than 85% total carbonates, 50% passing a 100 mesh sieve and 90% passing a 200 mesh sieve as approved by the Landscape Architect. Coarser material will be accepted provided that specific rates of application increased proportionately.

Compost soil amendment – Acceptable compost for “compost manufactured topsoil” shall conform to EPA Chapter 40 CFR 503 (pathogen, metals and vector attraction reduction) as well as applicable state regulations.

#### 615.03 PREPARING AREAS

All slopes and other areas where loam or dirty borrow is to be placed shall be shaped to the required grade. Before placing the loam on hard or compacted soils, the areas under preparation shall be scarified and loosened to a depth of at least 2 inches.

#### 615.04 PLACEMENT OF LOAM

Loam shall be spread uniformly on prepared areas to the depth shown on the plans or as directed. Any remaining clods, roots, stones over 2 inches in its greatest diameter and all other foreign matter, shall be removed. On areas to be seeded under Method Number 1, all rocks over 1 inch in diameter shall be removed. All loam shall be brought to a true, even surface, meeting the required grade. The Contractor shall compact the loam with a 100 pound roller or other approved means. Loam thickness shall meet the specified depth after compaction.

Dirty Borrow shall be spread evenly and uniformly on prepared areas to the depth shown on the plans or as directed, and shall be brought to a true, even surface, meeting the required grade.

Loam - the Contractor shall furnish and place loam to give the specified depths. The Contractor shall furnish and place 18 inches of loam in all shrub beds and perennial beds, and 6 inches under all turf areas. Loam mix shall be placed in all tree and shrub pits as shown on the Drawings. Natural loam shall be of uniform quality, free from hard clods, still clay, hard pan sods, stones over 2 inches in planting beds and  $\frac{3}{4}$  inches in lawn areas and undesirable inorganic materials. The Owner and/or Landscape Architect reserves the right to reject on or after delivery any materials which do not, in his or her opinion, meet these Specifications.

#### 615.05 METHOD OF MEASUREMENT

Loam or dirty borrow will be measured by the cubic yard complete in place after finishing to the required depths as shown on the plans or directed. Lateral measurements will be parallel with the slope of the ground.

Removal of existing topsoil salvaged from within the lines of improvement will be measured for payment in accordance with Section 203.18. The depth of the salvaged topsoil to be included for payment shall be the depth authorized. There will be no deduction from borrow quantities resulting from the authorized excavation of salvaged topsoil.

#### 615.06 BASIS OF PAYMENT

The accepted quantities of loam or dirty borrow will be paid for at the contract unit price per cubic yard complete in place. Existing topsoil removed from within the lines of improvement and stockpiled for later use as dirty borrow will be paid for under Pay Item 203.20, Common Excavation, after removal and stockpiling, and will be paid for under Pay Item 615.086, when placed in its final position. Grading surplus topsoil, salvaged but not required for use on slopes as loam or dirty borrow, will be paid for under the appropriate items.

Payment will be made under:

Pay Item	Pay Unit
615.07      Loam	Cubic Yard
615.086    Loam/Compost Mix	Cubic Yard



## **SUPPLEMENTAL SPECIFICATIONS SECTION 618 – SEEDING**

The provisions of Section 618 of the 2014 Standard Specifications shall apply with the following additions and modifications.

### 618.01 DESCRIPTION

This work consists of furnishing and applying seed and other materials to areas as indicated on the plans and in accordance with the Section 618 Specifications.

### 618.12 BASIS OF PAYMENT

The last paragraph of Subsection 618.12, Basis of Payment is revised by the addition of the following:

Payment will be made under:

Pay Item	Pay Unit
618.1301 Seeding Method Number 1 – Plan Quantity	Unit

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 619 – MULCH**

The provisions of Section 619 of the Standard Specifications shall apply with the following additions and modifications.

#### 619.01 DESCRIPTION

Mulch for lawn areas (not landscape areas) shall meet the requirements of the standard specification.

Information provided in this supplemental specification apply to proposed landscape areas, as identified on the landscape plans.

This work shall consist of furnishing and applying hay, straw, bark, erosion control mix, or cellulose fiber for covering slopes and other areas with a mulch as shown on the landscape plans or authorized.

#### 619.02 MULCH

Material shall conform to the requirements specified in the following Sections of Division 700 - Materials:

Mulch	717.04
Mulch Binder	717.05

#### 619.03 GENERAL

Cellulose fiber mulch shall be used with Seeding Method 1 and may be used with Seeding Method 2 in approved areas, which may include, but are not limited to, lawns adjacent to developed property, areas subject to high air blasts created by moving vehicles, and areas where hay mulch would create a hazard.

#### 619.04 APPLYING MULCH

a. Hay or straw mulch for both seeded and unseeded areas shall be spread evenly and uniformly over the designated areas. Unless otherwise directed, mulch shall be applied at the rate of 70 to 90 lbs/unit. Too heavy an application of mulch shall be avoided. Lumps and thick mulch material shall be thinned.

Unless otherwise authorized, hay or straw mulch shall be anchored in place by uniformly applying an acceptable mulch binder. Mulch binder shall be applied as soon as the mulch is placed. Application of a concentrated stream of mulch binder will not be allowed. Mulch binder will be paper fiber mulch applied at 5 lbs/Unit or approved equal. Water spray may be used as a temporary binder.

Temporary mulching shall be applied as per the Contractor's SEWPCP, spread immediately to protect soil from erosion during all stages of construction throughout all seasons of the year.

b. Cellulose Fiber Mulch shall be applied as a waterborne slurry. The cellulose fiber and water shall be thoroughly mixed and sprayed on the area to be covered so as to form a uniform mat of mulch at the rate of not less than 40 pounds of mulch material per 1000 ft<sup>2</sup> unit of area.

Cellulose fiber mulch may be mixed with the proper quantities of seed, fertilizer, and agricultural limestone as required under Section 618 - Seeding or may be applied separately the same day as seeding.

c. Bark mulch not incidental to plantings and erosion control mix shall be placed to cover the slope with a 4 inch deep blanket or as called for on the Plans or by the Resident.

#### 619.05 MAINTENANCE

The Contractor shall maintain the hay, straw, or fiber mulch by repairing all damaged mulch and by correcting all shifting of the mulch due to wind, water, or other causes, until an acceptable growth of grass has been achieved.

If cellulose fiber mulch is used, any reseeded will require additional cellulose fiber mulch.

Bark mulch and erosion control mix will be accepted upon completion. Upon acceptance of each area, the Contractor will be relieved of further responsibility for maintaining that area or repairing damage except that resulting from their own or subcontractor's operations.

#### 619.06 METHOD OF MEASUREMENT

This subsection shall be amended by the addition of the following paragraph:

The quantity of bark mulch and erosion control mix measured and accepted for payment will be the number of cubic yards each, delivered and installed to the required depth as shown on the plans or as directed. Measurement will be parallel with the slope of the ground.

#### 619.07 BASIS OF PAYMENT

This subsection shall be amended by the addition of the following paragraph:

The accepted areas mulched will be paid for at the contract price per unit, which shall be full compensation for furnishing and spreading the hay or straw and mulch binder, cellulose fiber mulch, bark mulch or erosion control mix.

When mulch is measured by bales, each bale will be paid for at 60% of the contract price per unit for Pay Item 619.1201.

Payment will be made under:

Pay Item		Pay Unit
619.1201	Mulch - Plan Quantity	Unit
619.1301	Bark Mulch – Plan Quantity	Cubic Yard

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 621 – LANDSCAPING**

The provisions of Section 621 of the Standard Specifications shall apply with the following additions and modifications.

#### 621.0001 DESCRIPTION

This work shall consist of the Contractor furnishing and planting trees, shrubs, vines, and other plants and shall include all planting operations and material as well as the care and replacement of the plants during the Maintenance Period, all in accordance with the specifications, Standard Details, landscape plans and schedules and the directions of the Inspector. Planting operations will be divided into two classes.

- a. Class A Planting will consist of planting into the existing soil that has been amended with organic humus, peat moss, compost, and/or other standard horticultural soil amendments as approved by the Inspector.
- b. Class B Planting will consists of planting into the existing soil without amendments.

Unless otherwise specified, all planting shall be Class A.

#### 621.0002 MATERIALS – GENERAL

All non-plant material shall conform to the requirements specified in the following Sections of Division 700 - Materials.

Fertilizer	717.01
Mulch	717.04
Organic Humus	717.09

#### 621.0003 MATERIALS – ALL CLASSES

- a. All plants shall conform to the current edition of the "American Standard for Nursery Stock" (ANSI Z60.1) unless otherwise indicated in the plans or specifications.
- b. All plants shall be first class representatives of their normal species or varieties, unless otherwise specified. All plants must have a good, healthy, well-formed upper growth and a large, fibrous, compact root system. Plants sheared into stiff or formal shapes will be rejected unless they have outgrown such shearing.

Large-growing, deciduous trees shall have straight trunks and a single leader or as may be characteristic of the species. Tops shall be thickly branched, densely foliated, well

balanced and in good proportion to the height of the tree. Trees with weak trunks, thinly or irregularly branched or with unnatural shape of proportions due to undesirable pruning or for any other cause will be rejected. Trees with leaders or branches too severely cut back or with bottom limbs trimmed too high will be rejected.

Small-growing deciduous trees shall be thickly branched with a well-balanced, natural shape. Plants which are poorly furnished or have grown or been pruned into unnatural shapes will be rejected.

Tree "Clumps" shall have three or more main stems starting from the ground.

c. All plants shall have been grown under climatic conditions similar to those in the locality of the site of the project under construction or have been acclimated to such conditions for at least two years. All plants must have been grown in a latitude north of Washington, D.C. The Resident may require a sworn affidavit from the contractor stating the source where all plants were grown. Payment for plants may be withheld until this affidavit is received.

All plants shall be nursery grown unless otherwise stipulated. No plant will be considered nursery grown unless it has been transplanted at least once and has been growing in a nursery for at least 2 years. Where collected stock is allowed, all plants in addition to meeting all other requirements for nursery-grown stock, shall have a diameter of ball or root spread at least one-third greater than that required for nursery stock. Plants showing signs of lack of root pruning, cultivation or other proper nursery care will be classified as collected stock regardless of their source.

d. All plants must be healthy and vigorous; free from disease, injurious insects and their eggs or larva, mechanical wounds, broken branches, decay, or any other defects.

e. All plants shall be true to name. Each bundle or each plant when not tied in bundles shall be labeled legibly and securely. The current edition of "Standardized Plant Names" prepared by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature shall be the authority for all plant names.

Care shall be taken throughout the operation to keep each plant species or variety segregated and labeled. The Resident will reject any plants concerning any doubt or confusion arising about nomenclature, either at the time of delivery or at any subsequent time.

f. The Contractor shall take all precautions that are customary in good trade practice to insure upon arrival at the planting site the plants are in good condition for successful growth. All plants must show appearance of normal health and vigor. Plants with loose or broken balls; dried out roots, twigs or needles; or plants which have become overheated in transit or are found not to comply with these specifications in any way will be rejected. The Resident will not assume responsibility for such rejected material.

The Resident reserves the right to plainly mark all rejected plants with paint or by other means to ensure that they are not used on the job. Rejected plants may not be used on the project, will not be paid for, and must be replaced by the contractor with approved plants. If plants with communicable diseases are not removed or destroyed immediately, upon discovery of the disease, all plants that were left in contact will also be rejected.

#### 621.0004 PLANT SIZE AND ROOT BALLS

Class A Plants The plant sizes specified in the "American Standards for Nursery Stock" are the minimum sizes acceptable. (ANSI Z60.1) Plants, which meet the sizes specified but do not have a normal shape and balance between height and spread, will be rejected. Thin, poorly branched, or sparsely rooted plants will be rejected, regardless of whether they meet the minimum technical requirements of the American Standard for Nursery Stock.

Where bare roots are irregular, the size of the root spread will be the average root spread considering all sides of the plant and not the maximum root spread. The Resident may allow moderate deviations from exact sizes of plants that normally have irregular root systems.

Coarse-rooted plants, which lack sufficient fibrous feeding roots, will be rejected.

Recently cut stubs of large roots on either balled or bare root stock will be considered evidence of lack of proper nursery care and root-pruning and will be sufficient grounds for rejecting such plants or classifying them as collected stock. Acceptable roots will retain sufficient fibrous feeding roots.

Where a size range with a maximum and minimum is given, an average size is required. At least 40 percent of the plants in a size range shall be at or above the average for this size range.

A solid ball is referred to as one encompassing the roots of a plant. A solid ball shall consist of the soil in which the plant was originally grown. The ball shall have been dug up in such a manner as not to disturb the roots. Where such a ball is required the designation B and B, Balled and Burlapped, will be used. No B and B stock will be accepted if this solid soil ball has disintegrated or if loose soil apparently has been packed around the roots.

Peat Balls and other fiber material will not be acceptable where B and B stock is called for, but said root balls may be furnished where bare root stock is called for if approved by the Resident.

Per ASNS Standards, the caliper of trees shall be the diameter of the trunk taken 6 inches above the root collar for up to and including four-inch caliper size. If the caliper at 6 inches exceeds 4 inches in diameter, the caliper will be measured at 12 inches above the ground.

Class B Plants Unless otherwise specified, plants used in Class B plantings shall be seedlings, plugs or lining out stock with heavy, fibrous, compact root systems. The

Comparative size of the plants shall be as stated under the heading "Seedling Trees and Shrubs" in the "American Standard for Nursery Stock". All conifers must have dormant buds and secondary needles. Where B and B plants are designated, ball sizes shall be the same as Class A plants.

#### 621.0006 INSPECTION

A preliminary check of the plants may be made at the time of delivery for condition of the plants and conformity to the specifications. The Contractor shall inform the Inspector at least 48 hours in advance, as to what plants are to be planted and in what location. Inspection will continue throughout the life of the contract up to the time of Final Acceptance. Plants which are not true to name, do not conform to the specifications, show evidence of improper handling or lack of proper care or which appear to be in a seriously unhealthy condition must be removed by the Contractor at once and replaced by acceptable plants as soon as the planting season allows. Any unacceptable plants when pointed out to the Contractor by the Inspector shall be removed at once. If this occurs during the planting season, these plants shall be replaced at once; if between planting seasons, they shall be replaced at the next subsequent planting season, unless conditionally directed by the Inspector for evergreens and other preferred spring planted items.

#### 621.0017 GENERAL CONSTRUCTION REQUIREMENTS

Planting operations shall be performed in accordance with the landscape plans and specifications and as directed by the Inspector.

#### 621.0018 LAYOUT

The location of plants as shown on the landscape plans shall be considered approximate only. The exact locations will be designated on the ground by the Inspector, making such changes as may be required to adjust the planting to local conditions. Plant quantities may, in some cases, be increased or decreased as provided in Section 109.1 - Changes in Quantities. Locations for trees and shrubs shall be staked out on the ground by the Inspector before herbicides are applied and any plant pits or beds are dug. The Contractor shall furnish the stakes for use in marking plant locations. Stakes shall be wire survey flags at least 21 inches tall. Layout stakes shall be approved by the Inspector before the Contractor commences any work on the project.

The Contractor shall mark the stakes legibly with indelible marking material and may also be required to furnish personnel, capable of locating plants from plans, to carry out the staking under the direction of the Inspector.

Before actively starting work on the project, the Contractor shall provide the Inspector with a planting sequence schedule to be used in establishing priorities in staking plant locations. The Contractor shall give the Inspector at least four days advance notice of



any deviations from this schedule. The Inspector will not be responsible for any delay or inconvenience caused by unfinished staking resulting from the Contractors failure to follow the above procedure.

All stakes used to locate plants shall be replaced in the correct plant pits after each operation and shall remain there until the Resident directs their removal. When plants are set out in wrong locations due to stakes being misplaced during digging and planting operations, the Contractor shall be required to move the misplaced plants to the proper location at their own risk and expense.

#### 621.0019 PLANT PITS AND BEDS

a. Plant Beds Areas designated as plant beds must have the entire surface cultivated, cleared of weeds and be completely covered with mulch. Actual mulch limit will extend 2½ feet out from the center of plant or to the pavement edge, bridge wall, and roadside face of guardrail. Cultivation must include complete removal of all weed and grass roots, loose stones over 3 inches maximum diameter and any other debris. Approved herbicides are permitted for weed control in place of sod removal.

b. Rock Excavation When ledge or boulders over ¼ yd<sup>3</sup> in size are encountered in digging plant pits, the Contractor shall notify the Resident who will change the location of the plants. No excavation of ledge or boulders over ¼ yd<sup>3</sup> in volume will be required and no extra payment will be made for rock excavation or for shifting of plant holes due to rock.

c. Class A Planting Size of plant pits shall bear the following relationship to the spread of roots or root ball diameter of the plants to be planted in them:

For all plant materials, the holes shall be 2 times the diameter of the ball or container size.

The plant pit shall be deep enough so that when installed the top of the root ball is even with to ½ inch higher than the existing ground. In all cases, the depth shall be sufficient to contain all the roots of the plant without crowding.

In certain areas of poor drainage or heavy soil, the Inspector may require raising the plant elevation. When required, the raising of the plants shall be included as a part of the cost of the plant.

Excavated soil mixed with organic humus and well-rotted stable manure shall be used as backfill around the roots. Stones larger than 2 inches in maximum diameter, large roots, roots or rhizomes of weeds or other injurious materials shall be removed and not used as backfill (Refer to Tree and Shrub Installation Detail). Any additional



the Landscape Contractor will provide staking incidental to the cost of the plant. Tree staking shall be done in accordance with horticultural industry standards; trees shall be staked to allow slight sway and movement all the way to the ground. Stakes shall not extend into tree branches. Stakes shall be driven into undisturbed soil and not permitted to penetrate root balls.

Staked trees shall remain in a plumb position throughout the Maintenance Period. Staking materials shall be removed after one growing season or if longer time is needed at the end of the Maintenance Period.

#### 621.0024 BACKFILL CLASS A

For all Class A plants backfill shall consist of 3 parts of soil excavated from the plant pit thoroughly mixed with one part of organic humus and/or horticultural amendments as approved by the Inspector. Sods or clods may not be used as backfill. The backfill material shall be placed and compacted in the bottom of the planting pit and shall be worked around the roots and thoroughly compacted as the backfilling proceeds, leaving no air pockets. The backfill shall be filled in around the root ball to half the depth of the ball, and the remaining wire basket shall be removed and the remaining burlap around the ball shall be loosened and spread out away from the plant or if it is too bulky, cut away and removed. The backfilling shall then be completed, watered and tamped firm. Plastic film wraps shall be completely removed during planting. Nursery containers shall be completely removed before planting. The roots of bare root plant materials shall be placed in their natural arrangement with the backfilling carefully performed to prevent damage to the plant's root system. Broken or bruised roots shall be pruned immediately, making a clean cut. Shallow basins or saucers of earth will be required to be placed around each plant. However, when drainage conditions are poor, as in heavy clay soil, the Inspector may require that such saucers be omitted or used only temporarily. All plants shall be thoroughly watered and liquid fed the day they are planted and as often thereafter as necessary for the plants to become safely established.

#### 621.0025 FERTILIZING

a. Water Soluble Fertilizer the Contractor shall liquid feed all class A plantings as the first watering, unless otherwise directed by the Inspector.

Liquid fertilizer shall be completely dissolved and mixed in water at the rate of 6 pounds of the fertilizer concentrate to 100 gallons of water.

The resulting solution shall be poured around the plant in the plant saucer. The solution shall be applied at the following rates for each application:

Containerized plants shall receive watering-in fertilizer solution of volume equal to container size.

Plant materials including B&B shrubs and deciduous trees specified by height/spread shall receive one (1) gallon of water per each 1 foot (12 inches) of height/spread.

Plant materials specified by caliper shall receive one (1) gallon of water per each ¼ inch (one-quarter inch) of caliper measurement.

Evergreen plant materials shall receive two (2) gallons of water per each 1 foot (12 inches) of height.

**b. Slow Release Fertilizer Tablets** All Class A plantings shall be fertilized with slow release fertilizer tablets or equivalent as approved by the Inspector, at the time of planting, unless otherwise directed by the Inspector. Fertilizer tablets shall be placed equidistantly within the planting pit adjacent to the ball or root mass, but not in direct contact with roots. Placement depth shall be 6 to 8 inches below ground level.

The application rates shall be as follows:

Deciduous and Evergreen Shrubs shall receive one (1) tablet per each 1 foot (12 inches) of size.

Deciduous Trees and Evergreen Trees specified by height shall receive one (1) tablet for two foot height, plus 1 additional tablet for each additional 1 foot (12 inches) of size.

Deciduous Trees specified by caliper shall receive one (1) tablets for each ½ inch (one-half inch) caliper.

Specification	Plant size	Tablets
Height/Spread	12” - 23”	1
Height/Spread	2’ - 3’	2
Height/Spread	3’ - 4’	3
Evergreen/Ht.	3’ - 4’	3
Evergreen/Ht.	5’ - 6’	5
Caliper	2” - 3”	4
Caliper	3” - 4”	6

Perennials, Vines and Ground Covers shall receive 1 tablet or appropriately proportioned equivalent.

621.0026 MULCHING

The disturbed surface area of plant beds and pits shall be evenly and uniformly covered to a depth 3 inches with well-rotted (Black) Pine bark mulch or as directed by the Resident. All plant pits and beds must be entirely free of weed or grass growth and free of live roots of all weeds and grasses prior to the time mulch is applied. Mulch shall be removed from or installed with no contact to trunk or bark surfaces.

Mulching will not be required on Class B plantings, unless otherwise specified on a project specific basis.

Measurement of the depth of mulch will be made after one heavy rain or after a three-week period without heavy rain.

All plant pits and beds must be entirely free of weed or grass growth and free of live roots of all weeds and grasses at the time mulch is applied.

When plant beds are installed near guardrails, or as stated in Section 621.0019(a), the space between the plants and the guardrail or the nearest pavement when it extends behind the guardrail, shall be treated as a part of the plant bed and shall be weeded and mulched.

Plants shall not be damaged when the mulch is applied. Smothered or otherwise damaged plants must be replaced. Mulch, in place, will not be permitted to be directly in contact with the base of plant trunks or stems. Plants shall be mulched at the time of installation.

#### 621.0027 CULTIVATION

All plant pits and beds shall be kept free of weeds and grass by the Contractor from the time the plants are planted until final acceptance. This shall be accomplished by manual weeding, cultivation, or use of approved herbicides. Application of herbicides to control weeds or grass shall be performed only by a Maine licensed pesticide applicator with an appropriate category as determined by the Board of Pesticide Control. There will be no payment for unsatisfactory work.

#### 621.0030 PRUNING

Shall be done to each plant individually in such a manner as to preserve the natural character of the plant and shall be done only after delivery and inspection. All pruning shall be done with sharp tools by experienced persons in accordance with the best horticultural practice. Plants pruned in such a manner as to seriously impair the appearance or character of the plant will be rejected. Bench pruning with knives or axes will not be permitted. Broken or badly bruised branches, soft wood, and sucker growth shall be removed with clean cuts.

Excessive pruning shall not be accepted as a means of disposing of dead wood or unhealthy plants. Plants in such poor condition that they can only be revived by pruning of more than 1/3 or more of the growth will be considered unsatisfactory and will be rejected. At the time of final acceptance, all plants must be at least the size called for in the specification.

#### 621.0033 PROTECTION OF PLANTS

It will be the responsibility of the Contractor to take necessary steps to protect all plants from rodents during the Maintenance Period. Protection from rodents will be included in the cost of the individual plants and the Contractor will receive no extra compensation for this work.

#### 621.0034 CLEANUP AND REPAIR

All excess excavated material and debris resulting from the planting operation shall be promptly disposed of outside of and out of sight of the project, unless otherwise directed by the Resident. Any areas disturbed by the Contractor showing bare earth, that do not require mulching, shall be seeded with approved grass seed, fertilized and mulched, as directed.

The Contractor shall be responsible for any damage caused by their operations and shall restore the disturbed areas to their original condition. Cost of cleanup and repair shall be incidental to the work.

#### 621.0035 PROSECUTION AND PROGRESS

It is essential that each portion of the planting work in any area be promptly followed by cleanup of subsoil and debris, fertilization, watering, cultivation, pruning, mulching, spraying as needed, repair and restoration of damage caused by the Contractor, etc. The Contractor shall provide sufficient labor and supervisory personnel to carry out this work without undue delay. Any delay in carrying out this phase of the work which, results either in danger to the health or growth of the plants or a poor appearance of the project from the point of view of the public will be considered due cause for withholding all or part of any payment due the Contractor for plants delivered and planted or for any other work done.

Partial payments on the contract do not constitute approval or acceptance of any specific plants or work operations. The right is reserved to reject any plants or work, which are discovered to be unsatisfactory at any time before the end of the Maintenance Period.

#### 621.0036 MAINTENANCE PERIOD

The acceptability of the plant material furnished and planted under this contract shall be at the end of the Maintenance Period, during which the Contractor, as necessary, shall employ all possible means to preserve the plants in a healthy and vigorously growing condition and to insure their successful establishment. During this period, the Contractor shall water, cultivate and prune the plants, and do any other work necessary to maintain the plants in a healthy growing condition. This shall include seasonal spraying with approved insecticides or fungicides as may be required. The Contractor shall also be responsible for protecting the plants from rodents. All dead or rejected plants shall be promptly removed from the project and replaced by live healthy plants meeting the same specifications. If such plants are declared unacceptable during the planting season, they shall be replaced during this planting season, otherwise, they shall be replaced during the next subsequent planting season.

Such replacement plants are subject to the same requirements as the original plants and must be replaced in turn if they fail to meet the required standards. Plants designated for spring planting only, will be replaced only during the spring planting season unless otherwise directed.

The Maintenance Period shall commence after Physical Work is Completed but not before the Landscape Warranty Bond has been received by the Inspector if required by Special Provision and shall extend for two years after that date unless otherwise directed. Necessary replacements shall be made so that at the end of the Maintenance Period all plants shall be in a healthy, vigorous growing condition and free from sizable die-back.

Replacements will be required for plants lost, damaged, or rejected, whatever the cause. The Contractor will be considered responsible for the plants until the end of the Maintenance Period.

It shall be the sole responsibility of the Contractor to replace any unsatisfactory plants on the project regardless of whether they are specifically designated by the Inspector. In the case of individual doubtful plants, the Contractor may call upon the Resident to make a determination as to their acceptability, but it shall not be incumbent on the Inspector to furnish the Contractor with exact lists of replacements.

All replacements of plants shall be completed by the end of the planting season before the end of the Maintenance Period. All replacement planting shall conform in every way to the requirements of the original planting. The Inspector may require that any replacement plants that are not dormant, or that are planted late in the season, be sprayed, as directed with an approved anti-desiccant.

#### 621.0037 METHOD OF MEASUREMENT

The quantity of plants to be measured for payment will be the number of individual plants furnished and planted as required and accepted, excluding replacements.

621.0038 BASIS OF PAYMENT

Each item of "Planting" will be paid for at the contract unit price for each accepted plant furnished and planted. Payment shall constitute full compensation for; furnishing and placing plants, digging, delivering, rodent protection, preparing plant pits, beds and drains; planting, watering, fertilizing, mulching, pruning, and the cleanup of planting areas; for all, fertilizer, mulch and other necessary materials; all labor, equipment, tools, Maintenance Period work, Replacement and Bonding (if required by Special Provision) and any other incidentals necessary to complete the work.

When a bid item calls for a "Group" of trees, shrubs, vines or other plants, the Contractor shall furnish each individual species within this "Group" for the same unit bid price.

The name and estimated number of individual species within each "Group" will be shown on the estimated quantities sheet of the landscape plans.

Payment will be made under:

Pay Item	Pay Unit
621.138 Small Deciduous Tree	Each
621.267 Large Deciduous Tree	Each
621.71 Grasses	Each
621.711 Perennials	Each



## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 626 - FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS**

The provisions of Section 626 of the Standard Specifications shall apply with the following additions and modifications.

#### 626.01 DESCRIPTION

This work shall consist of furnishing, installing concrete foundations and conduit for highway lighting in accordance with these specifications and plans.

Trenchless technology shall be used for installation of conduit at major intersections including Turner Street, Union Street and Court Street.

#### 626.02 GENERAL

Installation of electrical service conduit methods and locations shall be approved by the Central Maine Power Company.

#### 626.021 MISCELLANEOUS MATERIAL

Materials shall meet the requirements specified in the following Subsection of Division 700 - Materials:

Reinforcing Steel	709.01
Steel Conduit	715.02
Non-Metallic Conduit	715.03

1-1/2" inch conduit underground shall be provided in light pole bases. Each light shall be fused individually at base. Fuse holder type shall be Buchanan 65 kit Cat # 65U.

#### 626.022 EQUIPMENT LIST AND DRAWINGS

Provide scale drawings and details for anchor bolt installation methods for both new foundations as well as for modified existing foundations. For modified foundations, provide details showing adapter plates for accommodation of new lighting poles to existing anchor bolts.

#### 626.03 CONSTRUCTION FOUNDATIONS

Coordinate excavation for foundations with existing underground utilities. Where conflicts are found with existing utilities, make all practical efforts to install new work to produce a minimum

impact on existing conditions. Where relocation of existing utilities is deemed necessary, obtain approval from affected utility supplier in advance of commencing relocation work.

626.034 CONCRETE FOUNDATIONS

Anchor bolts for new lighting poles shall be of size and diameter as required and as detailed on the Contract Drawings.

626.04 METHOD OF MEASUREMENT

This subsection shall be amended by the addition of the following paragraph:

Provision of new foundations will be measured by the single unit, including concrete and steel reinforcing. Steel and non-metallic conduit will be measured per linear feet. Junction boxes will be measured by each unit.

626.05 BASIS OF PAYMENT

This subsection shall be amended by the addition of the following paragraph:

The accepted quantity of new foundations will be paid for at the contract unit price for each foundation. Payment shall be full compensation for the complete installed foundation.

Payment will be made for the total number of linear feet of each type of underground conduit actually furnished, installed and accepted at the contract unit price per linear foot. This price shall include the cost of furnishing and installing the conduit; pull wire; fittings; labor; equipment and incidentals necessary to complete the work including concrete encasement.

Items 626.215, 626.221, 626.222 and 626.371 are lighting related pay items as noted on the lighting plans.

Item 626.332 is related to Bid Alternate #1.

Payment will be made under:

Pay Item	Pay Unit
626.11 Precast Concrete Junction Box	Each
626.21 Metallic Conduit	Linear Foot
626.215 2-1/2-inch Steel Conduit	Linear Feet
626.22 Non-Metallic Conduit	Linear Foot
626.221 1-1/2" Non-Metallic Conduit - Schedule 40	Linear Feet
626.222 1-1/2" Non-Metallic Conduit - Schedule 80	Linear Feet
626.31 18" Foundation	Each

Pay Item	Pay Unit
626.332 30" Dia. Greater 8' L & 36" Dia. Foundations	Cubic Yard
626.371 Foundation Bases	Each

## **SUPPLEMENTAL SPECIFICATIONS SECTION 627 – PAVEMENT MARKINGS**

The provisions of Section 627 of the Standard Specifications shall apply with the following additions and modifications.

### 627.09 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 627.09.

### 627.10 BASIS OF PAYMENT

The last paragraph of Subsection 627.10, Basis of Payment is revised by the addition of the following:

Payment will be made under:

Pay Item	Pay Unit
627.733 4” White or Yellow Painted Pavement Marking Line	Linear Foot
627.75 White or Yellow Pavement & Curb Marking	Square Foot

## **SUPPLEMENTAL SPECIFICATIONS SECTION 629 – HAND LABOR**

The provisions of Section 629 of the Standard Specifications shall apply with the following additions and modifications.

### 629.03 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 629.03.

### 629.04 BASIS OF PAYMENT

Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 629.04.

Payment will be made under:

Pay Item	Pay Unit
629.05 Hand Labor, Straight Time	Hour

## **SUPPLEMENTAL SPECIFICATIONS SECTION 634 – HIGHWAY LIGHTING**

The provisions of Section 634 of the Standard Specifications shall apply with the following additions and modifications.

### 634.01 DESCRIPTION

This work shall consist of furnishing and installing new lighting poles with fixed luminaires.

Light poles shall be installed with breakaway devices.

### 634.02 GENERAL

Lighting poles shall be provided as detailed on the Contract Drawings. Power connection for new lighting poles shall be obtained by a new metered service contracted with the *Central Maine Power Company*. Installation of new poles shall be in full accordance with the details shown on the Contract Drawings. Luminaires shall be “Utility Washington Postlite” style decorative luminaires as manufactured by *Holophane Lighting*, rated to operate 47-watt LED lamps.

### 634.021 MATERIALS

Materials shall meet the requirements specified in the following Subsection of Division 700 - Materials:

Secondary Wiring	715.07
Luminaires, Lamps, and Ballasts	715.08
Photo-Electric Control	715.10
Aluminum Mast Arm and Bracket Arm	720.02
Anchor Bolts	720.07
Lighting Control Box	715.11

### 634.024 LIGHT STANDARDS

For the purposes of establishing the design weight and projected area of luminaires, the manufacturer’s actual data for the specified luminaires shall be used. Light standards shall be as furnished by the *Holophane Lighting* and shall be 12-foot tall, round aluminum, with polyester

powder coat black paint finish, model WDA 12 F5J 17 P07 ABG BK R132A. Light Standards shall be equipped with a duplex GFIC weatherproof receptacle outlet mounted at 11'-0".

#### 634.04 CABLE INSTALLATION

All cable servicing lighting poles shall be furnished and installed under this contract. The Contractor shall furnish and install cable, and shall make connections at the base of poles to underground service cables.

#### 634.05 LIGHT STANDARD

Provide in-line fuse block and fuse for circuit wiring.

#### 634.06 LUMINAIRES

Luminaires as furnished by *Holophane Lighting* and shall include polyester powder coat black paint finish. Luminaires shall be model WFCL2 035 3K AS BK L3 S AO, with LED lamps and driver. Luminaires shall provide an IESNA Type 3 optical distribution.

#### 634.08 ELECTRICAL SERVICE

The utility service will be 120/240 volt, single phase, 3-wire. The following equipment shall be provided and installed at Service Box #1: A pedestal-mounted weatherproof box enclosure as detailed on the drawings; a 120/240 volt, 100 ampere panelboard with three 20 ampere/2-pole circuit breakers; four 20 ampere/1pole circuit breakers; wiring termination lugs; a photocell control and contactor to operate the entire panel; and an exterior utility company meter socket. The lighting panelboard shall be as manufactured by *Square D.*, model NQOD.

The following equipment shall be provided and installed at Service Box #2: A 120/240 volt, 60 ampere NEMA 3R panelboard with two 20 ampere/2-pole circuit breakers; two 20 ampere/1pole circuit breakers; wiring termination lugs; a photocell control and contactor to operate the entire panel. The lighting panelboard shall be as manufactured by *Square D.*, model NQOD

#### 634.081 BONDING AND GROUPING

A separate, green insulated ground conductor shall be provided to extend from the luminaires to a ground lug at the inside base of each pole.

#### 634.092 METHOD OF MEASUREMENT

New light standards will be measured by the single unit, complete in place and accepted, including luminaires, lamps, poles, breakaway devices, internal wiring, and anchor bolts.

New electrical service boxes shall be measured as a single quantity, complete and accepted, including all interior components.

634.093 BASIS OF PAYMENT

The accepted quantity of light standards will be paid for at the contract unit price each for the number of standards by each type. Payment shall be full compensation for the light poles, pole bracket arms, breakaway devices, pole wiring, luminaires including drivers and lamps, and all incidentals necessary to complete the work.

The accepted quantity of service arrangements will be paid for at the contract unit price for each service box location. Payment shall be full compensation for the service wire, box enclosures, box foundation base, panel boards, photocell controls, contactors, service meter, and all incidentals necessary to complete the work.

Payment will be made for the total number of linear feet of each type of wiring cables actually furnished, installed and accepted at the contract unit price per unit price. This price shall include the cost of furnishing and installing wiring conductors, terminations, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
634.042 #2 AWG Cable Installation	Linear Feet
634.043 #8 AWG Cable Installation	Linear Feet
634.08 Electrical Service Box	Each
634.21 Conventional Lighting Standard	Each



**SUPPLEMENTAL SPECIFICATIONS**  
**SECTION 641 – REST AREA FACILITIES**  
**(SIGNAGE, BENCHES AND BIKE RACKS)**

The provisions of Section 641 of the Standard Specifications shall apply with the following additions and modifications.

641.01 DESCRIPTION

This work shall consist of design and furnishing, installing gateway signage, benches and bike racks in accordance with these specifications and landscape plans.

Gateway sign locations are shown on the landscape plans. Signs shall include carved lettering and painted and color selection as well as sign information shall be coordinated with the City of Auburn. The submittal of conceptual design for the signs as well as a sample of similar designs shall be provided to the City of Auburn for their review. A preliminary cost estimate for the sign shall be included for review.

This work shall consist of furnishing and installing bicycle rack(s) and benches in accordance with these specifications and landscape plans.

641.03 GENERAL

Design of signs shall be developed based upon outline requirements contained in these specifications and as shown on plans. Sign designs shall be presented to City of Auburn for approval. Installation of signs shall be in conformance with standard industry specifications and as indicated on plans and specifications.

Benches shall be ANOVA Courtyard Bench F1036 in quantities as shown on plans and specified. Manufactured by ANOVA, 211 North Lindbergh Blvd., St. Louis, MO 63141, 1-800-535-5005.

Bicycle Rack (s) shall be Rolling Rack RR2H MFG American Bicycle Security Company in quantities as shown on plans and specified.

641.031 QUALIFICATIONS

Signs shall be fabricated by workmen thoroughly trained with a minimum of five (5) years' experience in wood carved fabrication and painted wood signs of the type described and under proper supervision.

641.032 MATERIALS

Materials shall meet the requirements specified in the following Subsection of Division 700 -  
Materials:

Redwood- Clear all Heartwood	<b>709.01</b>
Sign Makers M.D.O. Board	<b>715.02</b>
Stainless Steel Fasteners	<b>715.03</b>
ANOVA Courtyard Bench F1036	

Materials shall meet the requirements specified in per manufacturer:

Rolling Rack RR2H                      Manufacturer: “American Bicycle Security Company”  
Ventura, CA - 1-800-245-3723

641.033 SIGN CONTENT

Neighborhood sign to read: “Welcome to Hampshire Street Neighborhood”  
Pettengill Park sign to read: Pettengill Park ‘City of Auburn”

641.035 MATERIAL LIST AND DRAWINGS

Provide scale drawings and details for neighborhood and park signs including fastening and mounting methods for both signs. Provide manufacture submittal for specified bench.

Provide manufacture submittal for specified bicycle rack, including fastening and mounting method.

641.036 CONSTRUCTION SIGN POST

Coordinate excavation for sign post with existing underground utilities. Where conflicts are found with existing utilities, make all practical efforts to install new work to produce a minimum impact on existing conditions.

Bench and bike rack installation shall be per construction and manufacturer details.

641.05 CONSTRUCTION CONCRETE BASE

Coordinate excavation for concrete mounting base with existing underground utilities. Where conflicts are found with existing utilities, make all practical efforts to install new work to produce a minimum impact on existing conditions.

641.06 METHOD OF MEASUREMENT

Provision of new signs will be measured by the each unit, including installation.

Provision of new bicycle racks and benches will be measured by the each unit, including installation.

641.07 BASIS OF PAYMENT

The accepted quantity of new signs will be paid for at the contract unit price for each sign. Payment shall be full compensation for the complete installed sign.

The accepted quantity of new benches will be paid for at the contract unit price for each bench. Payment shall be full compensation for the complete installed bench.

The accepted quantity of new bike rack will be paid for at the contract unit price for each bike rack. Payment shall be full compensation for the complete installed bike rack.

The price for these items shall include the cost of furnishing, installing, labor, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
641.12 Bench	Each
641.36 Bike Rack	Each
641.89 Gateway Sign	Each

## **SUPPLEMENTAL SPECIFICATIONS SECTION 643 – TRAFFIC SIGNALS**

The provisions of Section 643 of the Standard Specifications shall apply with the following additions and modifications.

### 643.18 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 643.18.

### 643.19 BASIS OF PAYMENT

Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 643.19.

The traffic signal modification pay item (643.71) shall include removal of mast arms, removal of mast arm pole and foundation as well as the removal of vehicular and pedestrian signal equipment and the reinstallation of said equipment as noted on the plans. Work also includes providing and installing new pedestrian signal equipment and all signal related wiring and testing as required.

Payment will be made under:

Pay Item	Pay Unit
643.71 Traffic Signal Modification – Court/Turner Intersection	Lump Sum
643.91 Mast Arm Pole with 60’ Mast Arm	Each
643.92 Pedestal Pole	Each

## **SUPPLEMENTAL SPECIFICATIONS SECTION 645 – HIGHWAY SIGNING**

The provisions of Section 645 of the Standard Specifications shall apply with the following additions and modifications.

### 645.08 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 645.08.

### 645.09 BASIS OF PAYMENT

This subsection shall be amended by the addition of the following paragraph:

Demolition of existing signs and poles shall be considered incidental.

Demounting, stockpiling, protecting and reinstalling existing signs and poles will be considered incidental to the contract.

Payment will be made under:

Pay Item	Pay Unit
645.271     Regulatory, Warning, Confirmation, & Route Assembly Sign, Type 1	Square Foot

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 652 – MAINTENANCE OF TRAFFIC**

The provisions of Section 652 of the Standard Specifications shall apply with the following additions and modifications.

#### 652.3.6 TRAFFIC CONTROL

The Contractor must submit a written Traffic Control Plan before the Preconstruction Meeting to the City Engineer for approval.

#### 652.7 METHOD OF MEASUREMENT

The subsection is amended by the addition of the following:

Work Zone Traffic Control shall be measured as a percentage of work completed to date relative to the total work as shown on the Contract Plans.

#### 652.8 BASIS OF PAYMENT

This work shall consist of providing and maintaining all equipment, labor and materials necessary to provide for a safe work zone to the travelling public including all transportation modes. Traffic control items include but are not limited to: flaggers, construction signs, barrels, cones, barricades, flashing lights, raised plastic markers, etc. All work shall be in accordance with the MUTCD. Payment for all related work will be Lump Sum.

Payment will be made under:

Pay Item	Pay Unit
652.39      Work Zone Traffic Control	Lump Sum

**SUPPLEMENTAL SPECIFICATIONS**  
**SECTION 656 – TEMPORARY SOIL EROSION AND WATER**  
**POLLUTION CONTROL**

The provisions of Section 656 of the Standard Specifications shall apply with the following additions and modifications.

656.5.1 BASIS OF PAYMENT

Basis of payment shall be in accordance with MaineDOT Standard Specifications Subsection 656.5.1.

Payment will be made under:

Pay Item	Pay Unit
656.75 Temporary Soil Erosion and Water Pollution Control	Lump Sum

**SUPPLEMENTAL SPECIFICATIONS**  
**SECTION 658 – ACRYLIC LATEX COLOR FINISH**

The provisions of Section 658 of the Standard Specifications shall apply with the following additions and modifications.

658.06 BASIS OF PAYMENT

Basis of payment shall be in accordance with MaineDOT Standard Specifications Subsection 658.06.

Payment will be made under:

Pay Item	Pay Unit
658.20 Acrylic Latex Finish, Green	Square Yard



## **SUPPLEMENTAL SPECIFICATIONS SECTION 659 – MOBILIZATION**

The provisions of Section 659 of the Standard Specifications shall apply with the following additions and modifications.

### 659.01 DESCRIPTION

This subsection shall be amended by the addition of the following paragraph:

This item shall consist of preparatory work and operations including, but not limited to those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

### 659.02 BASIS OF PAYMENT

This subsection shall be amended by the addition of the following paragraph:

Partial payments will be made in accordance with Section 108.2.3 Mobilization of the Standard Specifications.

Payment will be made under:

Pay Item	Pay Unit
659.10      Mobilization	Lump Sum

## **SUPPLEMENTAL SPECIFICATIONS SECTION 700 – MATERIAL DETAILS**

The following are revisions and additions to the Material Details Division of the Standard Specifications, Highways and Bridges, latest edition. Provisions contained herein shall be considered to supplement or supersede those portions of the Standard Specifications as they apply to the Contract.

The GENERAL STATEMENT of this Division is hereby revised to read as follows;  
All materials which are to be used in the work for which there is no prescribed testing by the project inspectors or other certified laboratories, the Contractor shall, prior to final acceptance as specified in subsection 105.17(b), submit a Materials Certification Letter similar to:

Company Letterhead

Mr. \_\_\_\_\_ Resident      Date \_\_\_\_\_  
Address \_\_\_\_\_      Project No. \_\_\_\_\_  
\_\_\_\_\_      Town \_\_\_\_\_

"This is to certify that the below listed materials, which are incorporated into the above designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished. (List only those items used.)

- Electrical Conduit
- Electrical Cable
- Luminaires and Supports
- Electrical Service Box

All records and documents pertinent to this letter and not submitted herewith shall be maintained available by the undersigned for a period of not less than three (3) years from the date of completion of the project.

The Materials Certification letter shall be signed by a person having legal authority to bind the Contractor.

Materials for which the above Certificate is acceptable may be subject to random sampling and testing by the City. Certified materials which fail to meet specification requirements may not be accepted.

## **SUPPLEMENTAL SPECIFICATIONS SECTION 715 – LIGHTING MATERIAL**

### 715.04 PREWIRED CONDUIT:

The use of pre-wired conduit is not permitted.

### 715.07 SECONDARY WIRING:

Provide all secondary wiring.

### 715.08 LUMINAIRE, LAMP, AND BALLAST:

Luminaires shall be manufactured by *American Electric Lighting* and shall be constructed of a die-cast aluminum housing. Luminaires shall mount by a slip-fitter manufactured by the luminaire manufacturer.

Luminaire lamps and drivers shall be tested according to LM79 and LM80 standards. LED drivers shall be:

- a. Designed to operate on voltage system to which they are connected.
- b. Constructed so that open circuit operation will not reduce the Ballast operating characteristics shall be as follows:

Lamps	3K LED
Nominal Primary Voltage	120-277V Auto-Sensing
Drive Current	700 mA
Input Wattage (Watts)	47
Power Factor	>90%
Initial Lumens	3879
Lamp Life (hours)	100,000 (25°C – 96% output)

### 715.11 SERVICE EQUIPMENT

Secondary service grounding in full accordance with NFPA 70 and *The Central Maine Power Company* shall be provided as part of the electrical service. Provide a #4 bare copper ground conductor and a 5/8" diameter by 8' – 0" long copper clad steel ground rod at the service connection.

## **SUPPLEMENTAL SPECIFICATIONS SECTION 830 – WATER MAIN SERVICES**

The following items shall be considered additions to the Standard Specifications under Section 830.

### 830.01 DESCRIPTION

This work shall consist of the following:

- Replacing or abandoning water service lines as indicated in this specification.

All connections shall be made in conformance with the Maine State Plumbing Code. All new service lines shall match the size of the existing lines unless other specifically directed by the Auburn Water and Sewerage Districts. The Contractor shall install locating/warning tape over the water service as required by City ordinance. The Contractor shall provide all necessary labor, equipment, tools, and materials necessary to complete the water service replacements as directed by the Auburn Water and Sewerage Districts.

The Contractor shall coordinate and attend a Pre-Construction meeting with the Auburn Water and Sewer Districts, and provide all necessary notifications to the Water District and the City during construction.

The Contractor shall replace or abandon existing water service lines from the water main to the service box at locations defined below. The Auburn Water and Sewer District requires a slight gooseneck at the main to allow for settling. The water service lines shall be installed at a minimum depth of five (5) feet. If five (5) foot depth is not possible, rigid insulation shall be provided over the water service line. The service line shall be back filled with sand and the service box shall be adjusted to grade. If the service boxes are located in sidewalk or pavement areas, the Contractor shall install service boxes in gate box tops, as provided by the Auburn Water and Sewer District.

The following 12 service lines shall be replaced:

- 132 Hampshire St
- 128 Hampshire St
- 122 Hampshire St
- 118 Hampshire St
- 114 Hampshire St
- 106 Hampshire St
- 98 Hampshire St
- 86 Hampshire St
- 82 Hampshire St
- 68 Hampshire St
- 21 Hampshire St

- 15 Oak St

The following one service line shall be abandoned:

- 145 Hampshire St (shut off corporation and remove service line)

The locations of existing service boxes are not shown on the plans. The Contractor shall coordinate directly with the Water District for approximate locations of the existing service boxes.

#### 830.02 MATERIALS

All water services piping, fitting, tracer wire, bends, curb stops and service box materials will be furnished by the Auburn Water and Sewerage Districts. Once materials are delivered to the Contractor, the Contractor shall be responsible for those materials thereafter.

Backfill and bedding materials shall be provided by the Contractor and shall be considered incidental to the applicable pay items.

#### 830.03 METHOD OF MEASUREMENT

Water services shall be measured by each unit installed, complete in place.

#### 830.04 BASIS OF PAYMENT

The accepted quantities of water services installation shall be paid for at the contract unit price per each complete in place. Payment shall constitute full compensation for; installation of piping, service boxes and curb stops furnished by the Auburn Water and Sewerage Districts; excavation, shoring and bracing, dewatering; removal and disposal of existing piping and appurtenances; connection to existing service, furnishing and placing bedding, backfilling; and all labor, equipment, tools and any other incidentals necessary to complete the work.

The adjustment of new curb stops to final grade is the responsibility of the Contractor and that work shall be considered incidental to the contract and shall not require payment. Adjustment of existing curb stops to remain shall be completed by the Auburn Water and Sewerage Districts.

The abandonment of the water service line at 145 Hampshire Street shall be considered incidental to the contract and shall not require payment.

Payment will be made under:

Pay Item	Pay Unit
830.07 Install Water Service - Longside	Each

## **SUPPORTING DOCUMENTS**

### **CDBG Funds**

### **Compliance with Federal Requirements**

### **Federal Wage Rates**

### **Water Service Detail**

### **Bench Detail**

### **Bike Rack Detail**

## COMMUNITY DEVELOPMENT BLOCK GRANT CDBG FUNDS

This project has been partially funded by CDBG funds. Those funds have been allocated for the sidewalk improvements. When using the CDBG funds, the Contractor shall comply with all Federal Requirements and comply with the Federal Wage Rates as defined in the following pages.

The amount of CDBG funds allocated to this project is \$312,050. The following sidewalk related pay items and quantities have been estimated for construction using CDBG funds:

Pay Item	Quantity/ Unit
203.20 Common Excavation	1170 CY
304.10 Aggregate Subbase Course – Gravel Type D	1000 CY
403.209 Hot Mix Asphalt, 9.5mm	430 TON
608.10 Brick Sidewalk	60 SY
608.26 Curb Ramp Detectable Warning Fields	780 SF
609.11 Curb Type 1	2220 LF
609.12 Curb Type 1 – Circular	580 LF
609.234 Terminal Curb Type 1 – 4 Foot	37 EA
609.2341 Terminal Curb Type 1 - 4 Foot – Circular	46 EA
609.238 Terminal Curb Type 1 – 8 Foot	63 EA
609.2381 Terminal Curb Type 1 – 8 Foot – Circular	28 EA
609.50 Concrete Base For Curbing	4000 LF
626.31 18” Foundation	8 EA
643.92 Pedestal Pole	8 EA

# COMPLIANCE WITH FEDERAL REQUIREMENTS

## 1. Section 3 Requirements

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into the local economy. The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As a condition of receiving HUD assistance recipients must certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

**SECTION 3 CLAUSE:** Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clauses (referred to as section 3 clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the



subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

### **APPLICABILITY OF SECTION 3**

Contractors or subcontractors that receive contracts in excess of **\$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

- 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and
- 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

**Contractors that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

### **TRIGGERING THE REQUIREMENTS OF SECTION 3**

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.

The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities. If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

### **RECIPIENT RESPONSIBILITIES PURSUANT TO SECTION 3**

Contractors are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];

4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

**SECTION 3 RESIDENTS ARE:**

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

**SECTION 3 BUSINESS CONCERNS ARE ONE OF THE FOLLOWING:**

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: [www.hud.gov/section3](http://www.hud.gov/section3)

**AFFIRMATIVE ACTIONS**

1. When feasible, segmenting total work requirements to permit maximum DBE participation.
2. Assuring that DBEs are solicited whenever they are potential sources of goods or services. This activity may include:
  - a. Sending letters or making other personal contacts with DBEs or other DBEs known to the bidder. DBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - i. Specific description of the work to be subcontracted;

- ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
  - iii. Date quotation is due to the bidder;
  - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective DBE subcontractor should contact for additional information.
- b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.
- 3. Establishing delivery schedules, if feasible, which will encourage participation by DBEs.

### **DETERMINATION OF COMPLIANCE**

It is to be noted that bidders must demonstrate compliance with DBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

- 1. Names, addresses, and phone numbers of DBEs expected to perform work;
- 2. Work to be performed by the DBEs;
- 3. Aggregate dollar amount of work to be performed by DBEs;
- 4. Description of contacts to DBE organizations, agencies, and associates which serve DBEs, including names of organizations, agencies, and associations, and date of contacts;
- 5. Description of contacts to DBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Disadvantaged Business Enterprise Utilization Worksheet and submit it to the City with their bid.

For a list of certified firms and company designation (DBE) go to <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php#directory>

## **2. Equal Employment Opportunity**

The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed religion, sex, familial status, handicap, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, familial status, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; 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 to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives 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.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 28, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

### **3. The Copeland Anti-Kickback Act**

The Contractor shall comply with the Copeland Anti-Kickback Act. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

### **4. Contract Work Hours and Safety Standards Act**

The Contractor shall comply with the Contract Work Hours and Safety Standards Act. Each contractor shall be required to compute wages of every mechanic or laborer on the basis of a standard workweek of 40 hours. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

## **5. Davis-Bacon Act**

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum specified in the Wage Decision contained herein this document.

## **6. Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction**

See attached Federal Labor Standards Provisions, form HUD-4010.

A contractor's guide is available to help you better understand and comply with Davis-Bacon labor standards. The guide is available on HUD's home page at:

<http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf>

## **7. CERTIFICATION OF NONSEGREGATED FACILITIES**

(This section is applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Respectfully submitted,

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

Print: \_\_\_\_\_

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# FEDERAL WAGE RATES

General Decision Number: ME170049 01/06/2017 ME49

Superseded General Decision Number: ME20160049

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date		
0	01/06/2017		
ENGI0004-006 04/01/2014		Rates	Fringes
POWER EQUIPMENT OPERATOR:			
Milling Machine.....		\$ 20.75	10.84
-----			
* IRON0007-008 03/16/2016		Rates	Fringes
IRONWORKER, REINFORCING.....		\$ 23.68	21.14
-----			

SUME2011-044 09/14/2011	Rates	Fringes		
CARPENTER, Includes Form Work....	\$ 16.99	1.95		
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00		
ELECTRICIAN.....	\$ 21.41	3.40		
INSTALLER - GUARDRAIL.....	\$ 15.91	2.85		
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56		
LABORER: Asphalt Raker.....	\$ 14.75	0.42		
LABORER: Common or General.....	\$ 12.58	1.27		
LABORER: Flagger.....	\$ 9.06	0.00		
LABORER: Landscape.....	\$ 15.43	2.09		
LABORER: Wheelman.....	\$ 18.76	4.93		
OPERATOR: Backhoe.....	\$ 17.92	2.44		
OPERATOR: Bobcat/Skid Steer/Skid Loader.....			\$ 16.98	4.65
OPERATOR: Broom/Sweeper.....	\$ 14.08	0.00		
OPERATOR: Bulldozer.....	\$ 17.09	3.71		
OPERATOR: Crane.....	\$ 20.08	0.00		
OPERATOR: Excavator.....	\$ 18.14	5.20		
OPERATOR: Grader/Blade.....	\$ 27.40	8.46		
OPERATOR: Loader.....	\$ 17.46	5.80		
OPERATOR: Mechanic.....	\$ 21.39	6.24		
OPERATOR: Milling Machine Reclaimer Combo.....			\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....			\$ 17.49	4.26
OPERATOR: Roller, Base (Ride Along).....			\$ 13.00	1.54
OPERATOR: Screed.....	\$ 19.58	5.95		
PILEDRIVERMAN.....	\$ 19.95	5.26		



TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 13.95	2.01
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

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

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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

Administrative Review Board

U.S. Department of Labor

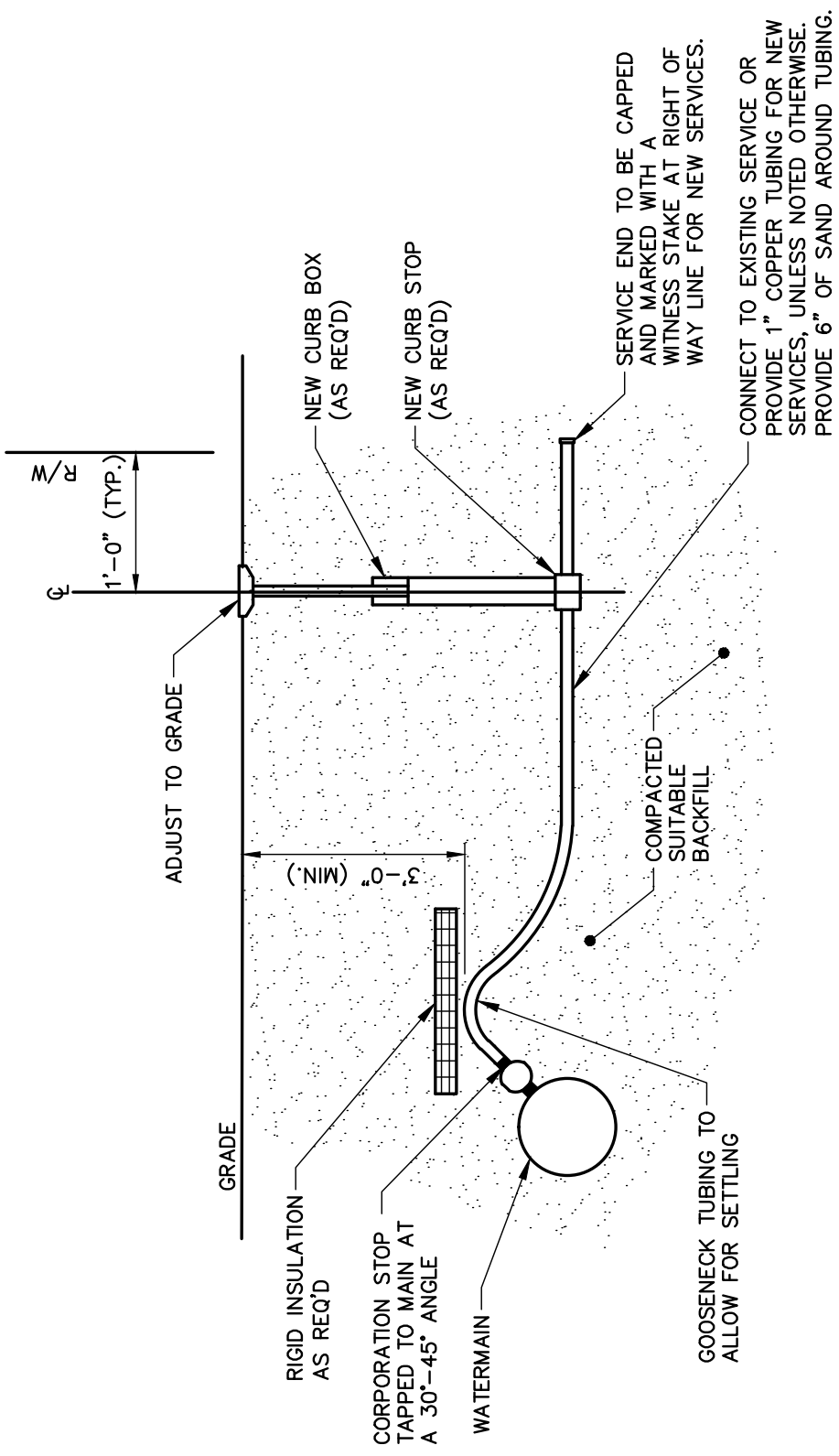
200 Constitution Avenue, N.W.

Washington, DC 20210

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

=====

END OF GENERAL DECISION

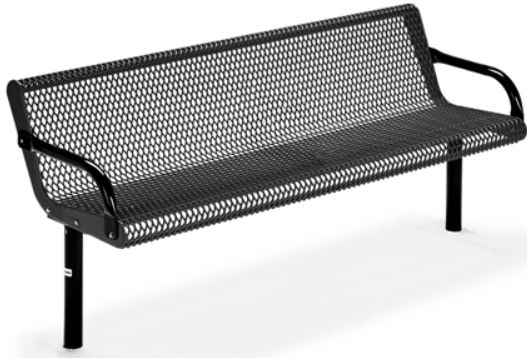


# WATER SERVICE

N.T.S.



211 North Lindbergh Blvd.  
 St. Louis, MO 63141  
 888.535.5005 tel  
 314.754.0835 fax  
 specify@anovafurnishings.com  
**anovafurnishings.com**



**F1036**  
**COURTYARD CONTOUR**  
**BENCH**  
 6' expanded steel contour bench,  
 in ground mount, armrests

**Material**

The bench is 72.25" long. The contour seat is made of 3/4 #9 expanded steel with a diamond shaped pattern. The bench is protected by Fusion Advantage™, a plastisol coating with an average .125" thickness and a high-gloss powder coat. The bench seat will support 200 lbs per linear foot.

The bench features end arm rests of 1.66" O.D. steel tube. The legs are made of 2.38" O.D. steel tubing, protected by a fade resistant powder coat finish featuring a state of the art primer proven to prevent rusting. They are designed to be mounted 24.44" deep for a sturdy support.

**Finish**

Fusion Advantage is a heat fused plastisol coating that creates an impervious rustproof barrier and resists UV deterioration, mildew, staining and fading.

The finish has been tested to the requirements of ASTM E1354 and is determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.

A state of the art primer is applied to all of the under supports, providing extreme rust fighting protection and durability. Treated components exceed the industry standard by 34% in testing by independant sources.

**Color**

See website or sales representative for color choices.

**Assembly**

The bench requires some assembly. Stainless steel assembly hardware is included. The in ground mount requires site preparation and construction of a temporary support.

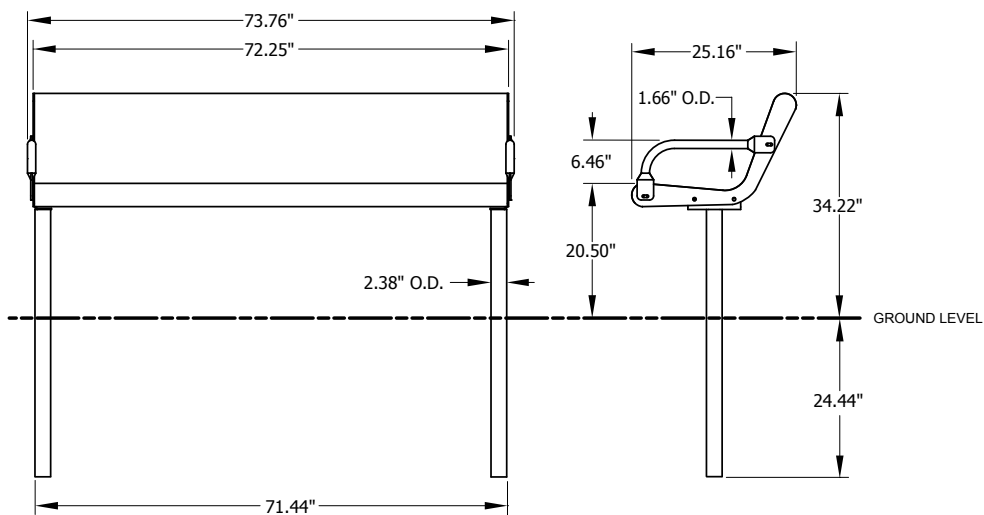
**Maintenance**

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum based products.

**Warranty**

20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at [www.anovafurnishings.com/warranty.aspx](http://www.anovafurnishings.com/warranty.aspx).

Accessories  
 Center Armrest **F1310**



**Shipping Information**

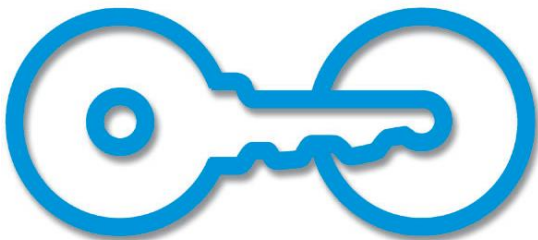
Unit Wt.	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ units)	Unit Ship Size w/Pallet	Max Units per Pallet	Pallet Wt. (74" x 32")	Total No. Pkgs	Shipping Class
113 lbs	N/A	128 lbs/unit	33 cu. ft.	3	100 lbs	2	125



# Rolling Rack



The graceful design and high security of the Rolling Rack has made this type of bike rack a standard for many schools and communities. The Rolling Rack can be used as a single-sided or double-sided bike rack. This rack uses thick pipe construction and allows for one of the wheels and frame to be secured using a u-style bike lock.



**American Bicycle Security Company**

P.O. Box 7359

Ventura, CA 93006

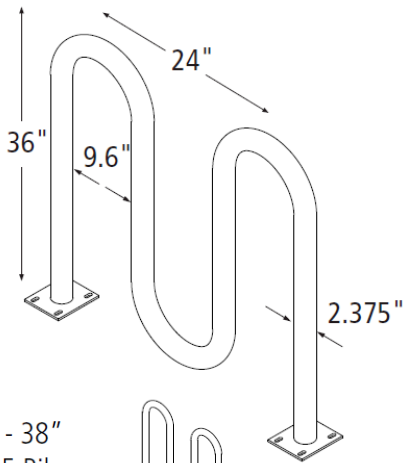
Ph: (800) 245-3723 or (805) 933-3688

Fax: (805) 933-1865

[www.ameribike.com](http://www.ameribike.com)

Email: [turtle@ameribike.com](mailto:turtle@ameribike.com)

# Rolling Rack

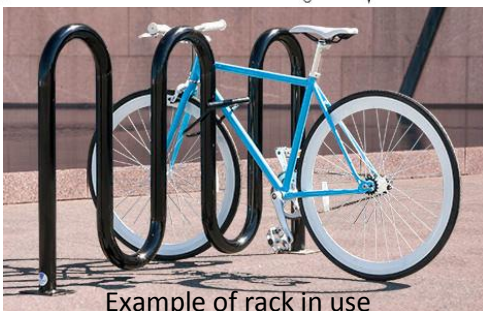
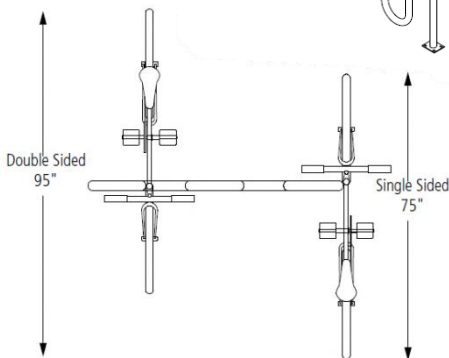
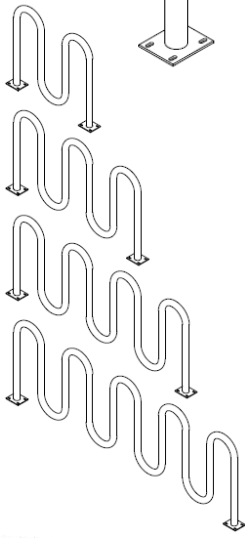


RR2H - 38"  
Parks 5 Bikes

RR3H - 63"  
Parks 7 Bikes

RR4H - 87"  
Parks 9 Bikes

RR5H - 111"  
Parks 11 Bikes



Example of rack in use

Product Rolling Rack

Capacity \*Capacities are based on a double sided configuration. If racks are placed up against a wall you will lose half of the capacity.

- RR2H: 5 Bikes
- RR3H: 7 Bikes
- RR4H: 9 Bikes
- RR5H: 11 Bikes

Materials 2.375" OD Schedule 40 pipe

Finishes Standard options: Galvanized Or Powder Coated

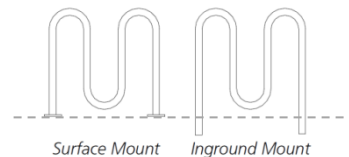


RAL 9005	Flat Black	RAL 9003	RAL 2004	RAL 1023	Bright Yellow
RAL 6016	RAL 6018	RAL 6005	RAL 5005	RAL 5015	Purple
RAL 7011	RAL 7042	RAL 9007	RAL 1001	RAL 8014	Bronze
RAL 3003	RAL 3005				

Also available in Thermoplastic or Stainless steel.

Installation Methods **In ground mount** is embedded into concrete base. Specify in ground mount for this option.

**Foot Mount** has two 5.25" x 5.5" foot plates with 4 anchors per foot. Specify foot mount for this option.

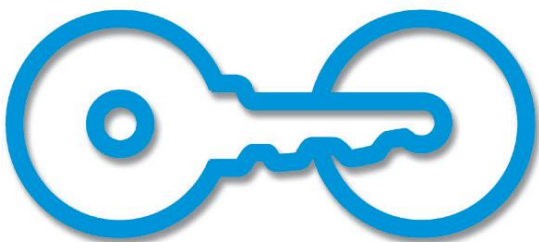
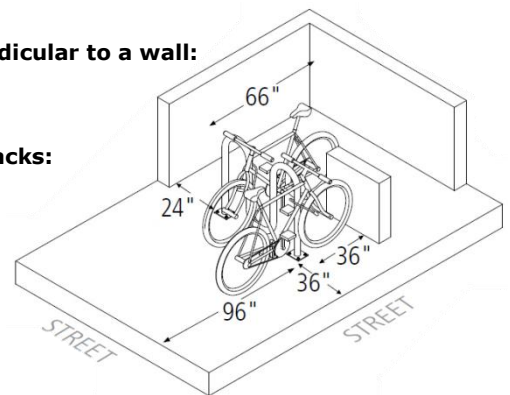


Space Use & Setbacks **Wall Setbacks:**  
For racks set parallel to a wall:  
Minimum: 36"  
Recommended: 90"

**For racks set perpendicular to a wall:**  
Minimum: 24"  
Recommended: 36"

**Distance Between Racks:**  
Minimum: 24"  
Recommended: 36"

**Street Setbacks:**  
Parallel to street: 24"  
Perpendicular to street: 36"



**American Bicycle Security Company**

P.O. Box 7359

Ventura, CA 93006

Ph: (800) 245-3723 or (805) 933-3688

Fax: (805) 933-1865

[www.ameribike.com](http://www.ameribike.com)

Email: [turtle@ameribike.com](mailto:turtle@ameribike.com)





### \*Tools Needed for Installation

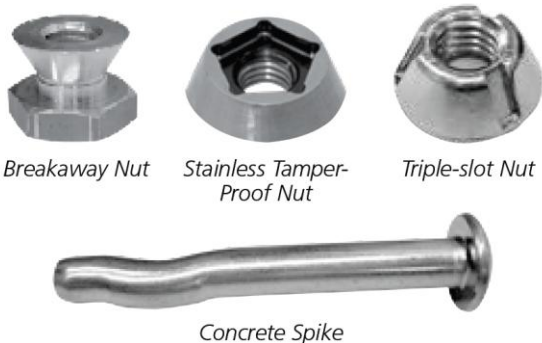
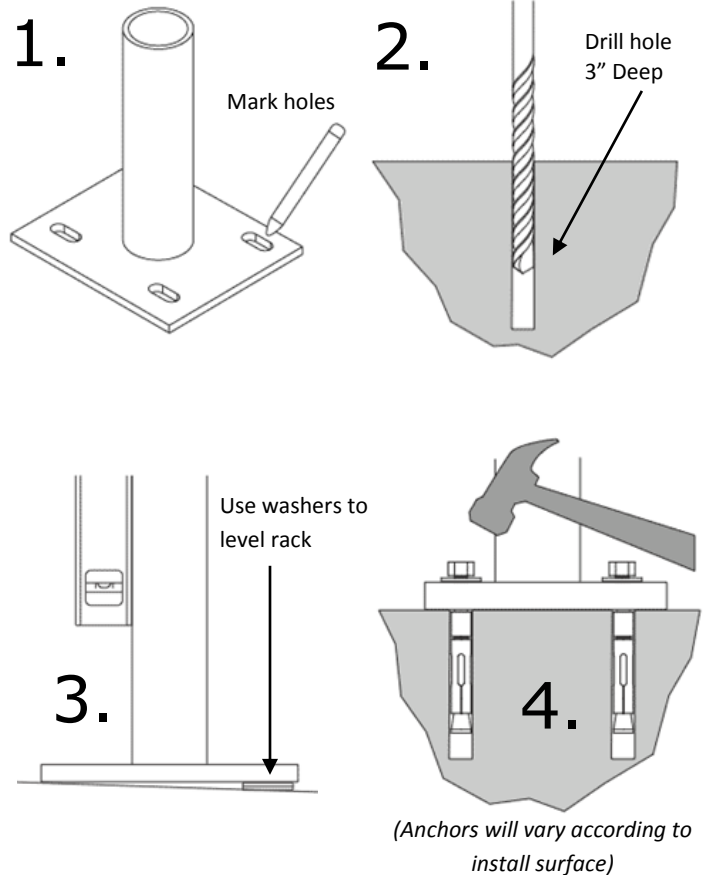
- Tape Measure
- Marker or Pencil
- Masonry Drill Bit
- Drill (*Hammer drill recommended*)
- Hammer
- Wrench 9/16"
- Level

### Recommended Base materials:

Solid concrete is the best base material for installation. Ask your American Bicycle Security representative which anchor is appropriate for your application to ensure the proper anchors are shipped with your rack. Be sure nothing is underneath the base material that could be damaged by drilling.

### Installation:

3/8" anchors are shipped with the rack. Place the rack in the desired location. Use a marker or pencil to outline the holes of the flange onto the base material. Drill the holes in accordance with the specifications shipped with the anchors. Make sure the holes are at least 6" away from any cracks in the base material.



Breakaway Nut

Stainless Tamper-Proof Nut

Triple-slot Nut

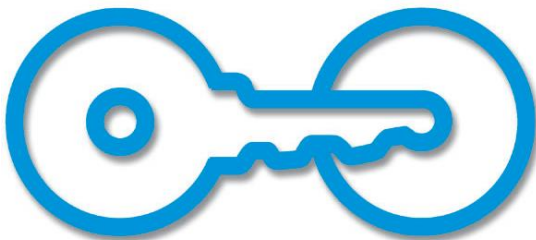
Concrete Spike

### Tamper Resistant Hardware

The concrete spike is a permanent anchor. The top of the wedge anchor can also be pounded sideways after installation so that it cannot be removed. Other tamper resistant fasteners are also available for purchase.

When using the special tamper resistant nuts, always set and first tighten the anchors. Once the rack is installed, replace two nuts from the bracket (opposite sides from each other) with the tamper resistant fastener.

**DO NOT OVERTIGHTEN** the tamper resistant nut.



**American Bicycle Security Company**

P.O. Box 7359

Ventura, CA 93006

Ph: (800) 245-3723 or (805) 933-3688

Fax: (805) 933-1865

[www.ameribike.com](http://www.ameribike.com)

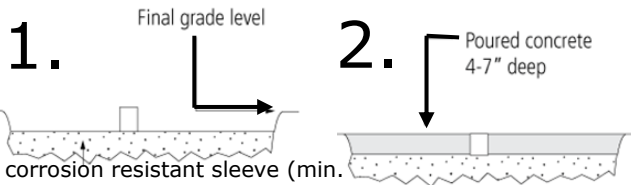
Email: [turtle@ameribike.com](mailto:turtle@ameribike.com)



## \*Tools Needed for Installation

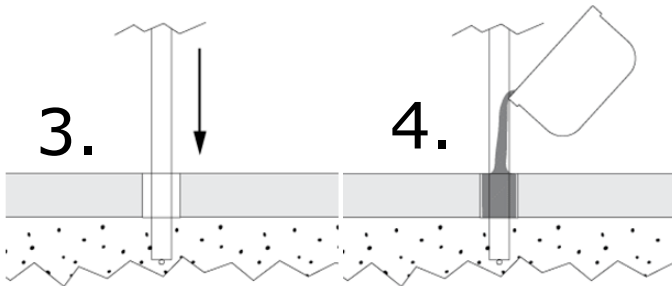
- Level
- Cement mixing tub
- Shovel
- Trowel
- Hole coring machine with 4" bit
- Access to water hose
- Materials to build brace

## Installing into New Concrete



1. Place corrosion resistant sleeve (min. 3" inside diameter) in sand pour bed in exact location where rack will be installed. Make sure top of sleeve is at same level as desired finished concrete surface. Fill sleeve with sand to keep it in place and prevent it from filling with concrete.

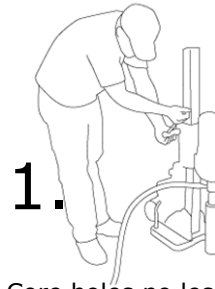
2. Pour concrete & allow to cure.



3. After curing, dig out sand from sleeves & insert racks, making sure they are level & at the appropriate height.

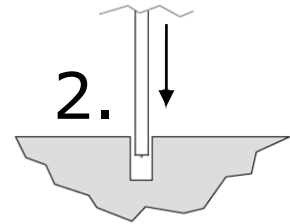
4. Place racks in holes, making sure it is level.

## Installing into Existing Concrete



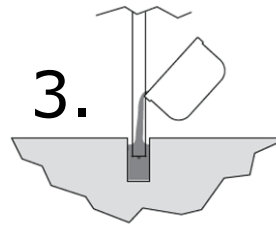
1.

Core holes no less than 3" diameter (4" recommended) & no less than 10" deep into surface.



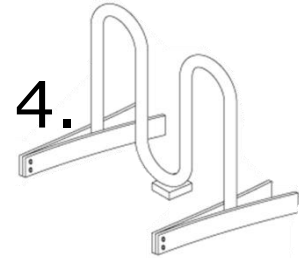
2.

Place rack into holes, making sure it is level.



3.

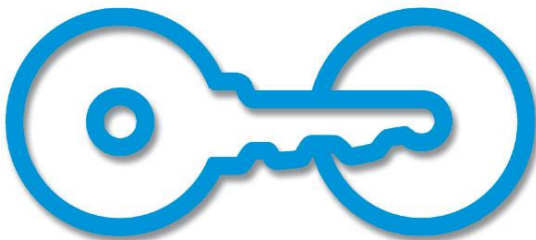
Fill holes with epoxy grout. 32" of the bike rack should remain above surface.



4.

Make sure rack is level & held in place until the grout has completely set.

\*An easy way to brace the rack while the grout sets is to bolt two 1x4" boards together at one end and clamp them onto the legs of the rack like a clothes pin.



**American Bicycle Security Company**

P.O. Box 7359

Ventura, CA 93006

Ph: (800) 245-3723 or (805) 933-3688

Fax: (805) 933-1865

[www.ameribike.com](http://www.ameribike.com)

Email: [turtle@ameribike.com](mailto:turtle@ameribike.com)