

**CONTRACT DOCUMENTS**  
**FOR**  
**2015 CRACK SEALING PROGRAM**  
**AUBURN, MAINE**

**August 6, 2015**

**Dan Goyette, P.E.,** *City Engineer*  
**Jill Eastman,** *Finance Director*  
**Derek Boulanger,** *Purchasing Agent*  
**William Grealish,** *Project Manager*

City of Auburn, Maine

*"Maine's City of Opportunity"*

Financial Services

August 6, 2015

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Works Department's **2015 Crack Sealing Program**. 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: **"2015 Crack Sealing Program– Bid #2016-003"**.

Bid packages will be available beginning on Tuesday August 6, 2015. Documents can be obtained on the City Website: <http://www.auburnmaine.gov/Pages/Government/Bid-Notices> Questions regarding this Request for Bids should be directed to Derek Boulanger, Purchasing Agent, at (207) 333-6601, ext. 1135.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, August 20, 2015**. Proposals must be delivered to **Derek Boulanger, 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.

Sincerely,

Derek Boulanger  
Purchasing Agent

60 Court Street • Suite 114 • Auburn, ME 04210  
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax  
[www.auburnmaine.org](http://www.auburnmaine.org)

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## 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. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**2015 Crack Sealing Program– Bid # 2016-003**", on submitted, sealed envelope.
12. 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.

**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.

**QUOTE PROPOSAL FORM**

**Crack Seal**

**Due Thursday, August 20, at 2 p.m.**

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

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the Quote 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 Quote 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 \_\_\_\_\_

**QUOTE FORM**

DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
Polymer Modified Asphalt Sealant	Pound	7,000		

Written total amount is: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

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

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

Tel. # \_\_\_\_\_ Fax # \_\_\_\_\_

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

## 2015 Crack Seal Street Locations

Street Name	Location
Adams Avenue	Sunset Avenue to Nottingham Road
Caron Lane	Old Farm Hill to End
Cleaves	Old Farm Hill to End
Elm St.	High St. to Main St.
Fletcher Rd.	Merrow Rd. to Merrow Rd.
Gamage Ave.	Hampshire St. to Park Ave.
Harris St.	Court St. to End
High St.	Academy St. to Elm St.
Holbrook Rd.	North Auburn Rd. to End
Huard Av.	Poland Rd. to Manley Rd.
Johnson Rd.	North Auburn Rd. to End
Main St.	Academy St. to Bernard Lown Bridge
McKinnon St.	Glendale Ave. to Pride Rd.
Old Farm Rd.	Caron Ln to Madison St.
Rose Terrace	Coolidge St. to End
Rubellite Lane (P)	Tourmaline Ln to End
Stevens Mill Rd.	Hotel Rd. to Garfield Rd.
Tourmaline Lane (P)	Hotel Rd. to End
Trapp Rd.	Pownal Rd. to End

(P) Indicates Priority and needs to be done this year.

**Special Provisions**

1. Work Hours

The City's established work hours are from 7:00 a.m. to 10:00 p.m. The definition of work for this specification shall include the starting of moving of equipment, machinery or materials. Work included in this contract is intended to be completed during the designated work hours. If work is to be scheduled outside of these hours, written permission from the City Engineer must be obtained.

2. Resident Notification

Residents shall be notified sufficiently in advance of any work affecting the resident's driveway and sidewalk to allow adequate time for removal of personal vehicles so as not to impede work progress.

3. Parking Control

When directed, the contractor shall post "Emergency No Parking" signs on streets and/or parking lots to be crack sealed. Streets shall be posted no less than 12 hours before they are scheduled to be sealed.

4. 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 work under this contract in accordance with the most recent edition of the "**Manual on Uniform Traffic Control Devices for Streets and Highways**". Suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public shall be erect. The cost for Maintenance and protection of traffic shall be considered incidental to the work included in this contract.

5. Pre-construction Conference

A conference will be held at the Engineering Division of the City Building at 60 Court Street, Suite 114, within five (5) working days after awarding of the contract. At this time the contractor will be required to submit the following:

- Estimate of working days
- Schedule of operations
- Proposed hours of work
- Schedule of streets
- Outline of traffic control

6. Traffic Officers

Traffic control shall be the responsibility of the contractor and as directed. City of Auburn police officers **may** be required in certain traffic situations. The City shall employ police officers and/or traffic control flaggers and shall be incidental to the performance of the work included in this contract.

7. Records

The Contractor shall keep daily records including but not limited to street sealed, temperature, begin and end times, and materials used. Upon completion of the project the contractor shall deliver to the City a marked-up list of sealed streets with all changes indicated as well as a the total amount of sealant utilized on each street.

8. Materials

All materials shall be delivered to Public Works prior to work and distributed from there as needed. Daily records will need to be turned in before the release of any materials for the next day.

9. Examination of Contract Documents and Site of Work

The bidder is expected to carefully examine the proposed areas of work and all available contract documents before submitting a proposal.

10. Final Clean Up

Before final acceptance of the work, all affected areas and areas occupied by the Contractor in connection with the work shall be clean and left in an acceptable condition. Final clean up costs are considered to be incidental to the work included in this contract.

**SUPPLEMENTAL SPECIFICATIONS**  
**Polymer Modified Asphalt Sealant for Streets Option 1**

1. Description:

This work shall consist of furnishing all labor, equipment and materials necessary to clean and seal bituminous concrete pavement cracks in streets in accordance with these specifications.

2. Materials

Material used in performance of this contract shall be KOCH 9005 or equal and shall meet ASTM 3405 as indicated in the following specification:

<u>Test</u>	ASTM 3405
Cone Penetration, 77F	90 max.
Flow, 140F	1.0 cm max.
Resilience	60% min.
Ductility, 77F (ASTM D113)	40 cm max.
Bond, @ 0degrees F, 100% ext.	Pass 5 cycles
Bond, @ -20degrees F, 50% ext.	Pass 3 cycles
Compression Recovery	0.40 min.
Recommended Pour Temperature	370F (not ASTM)
Safe Heating Temperature	390 to 400F (not ASTM)

3. Construction Requirements:

A. Weather: Asphalt Crack Sealer shall not be applied on a wet surface, or when the surface temperature is 40 degrees or below or when the atmospheric temperature is below 30F or above 75F at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

B. Equipment: Equipment used in the performance of the work shall be subject to the Engineer's approval and shall be maintained in a satisfactory working condition at all times.

- 1) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements, shall be used to remove debris, dirt and dust from the cracks prior to sealing.

2) Hot Air Lance: Hot air lances shall be used to clean and prepare cracks for sealing, and operate with propane and compressed air in combination at 2000F - 3000F, exit air heated at 1000 ft/sec. The lance should draw propane from no smaller than a 100 lb. tank using separate hoses for propane and air draw.

3) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type as recommended by the material supplier suitable for the specified material type specified and as approved by the Engineer. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. The kettle must be equipped with thermostatic control calibrated between 200F and 550F.

C. Preparation of Cracks: All cracks shall be heated and cleaned of loose material, dirt, vegetation and other debris by a combination of hot air lance/compressed air and power sweeping. Hand tools may be required in extreme cases. If traffic loops are encountered they shall not be heated with the hot air lance. Sealing of cracks shall follow as close as practicable to heating with the hot air lance but in no case shall more than five minutes pass between heating and sealing of the cracks.

D. Preparation And Placement of Sealer: The approved sealant shall be heated and applied at a temperature between 360F and 390F or as specified by the manufacturer and approved by the Engineer.

Sealer shall be delivered to the crack through a pressure hose line and wand applicator. The excess shall be squeezed level to avoid a ridge of material. Maximum thickness shall not exceed 1/8" above the pavement surface. Additionally, overbanding shall not exceed a maximum total of 3 inches in width. Streets that are intended to be resurfaced with hot mix asphalt shall have minimal sealant thickness and overbanding. Alternative sealant applicators may be required suitable for the conditions.

ALL OVER APPLICATIONS AND EXCESS MATERIAL SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO ACCEPTANCE.

To ensure material is not tracked after application, a liquid de-tackerfier acceptable to the Engineer shall be provided and applied by the Contractor over the area sealed to prevent sealer pickup.

E. Workmanship: All workmanship shall be of the highest quality. Any workmanship determined to be below normal acceptable standards will not be accepted and will be corrected and/or replaced as directed by the Engineer.

4. Method of Measurement:

Asphalt seal material will be measured by the pounds in accordance with these specifications.

5. Basis of Payment:

The accepted quantity of Asphalt Sealer will be paid for at the contract unit price per pound complete in place, which price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks, furnishing and applying a de-tackerfier and all other associated work.

## FIBER REINFORCED LOW MODULUS OR FIBER MODIFIED ASPHALT CRACK SEALER Option 2

**Description** This work shall consist of the furnishing and placement of crack sealing material in the cracks of existing bituminous concrete pavement in accordance with these Special Provisions. Placement shall consist of: 1) crack cleaning and drying, 2) material preparation and application, 3) material finishing and shaping 4) barrier material and application.

**Materials** The sealant and equipment requirements shall be one of the following options (A or B) and shall be subject to approval by the Department prior to the start of work.

### **A.) Fiber Reinforced Low Modulus Crack Sealant Material:**

1. Low Modulus Crack Sealant Material shall conform to AASHTO M 324, Type IV (ASTM D 6690, Type IV) and the following specification.

Cone Penetration	90 - 150
Flow @ 60°C [140°F]	< 3.0mm [ $\frac{1}{8}$ in]
Bond, non-immersed	Three 12.7mm [ $\frac{1}{2}$ in] Specimens Pass <sup>A</sup> 3 cycles @ 200% extension @ -20°F
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	Pass <sup>B</sup>

<sup>A</sup>The Development at any time during the test procedure of a crack, separation, or other opening that at any point is over 6 mm deep in the sealant or between the sealant and concrete block shall constitute failure of the test specimen. The depth of the crack, separation, or other opening shall be measured perpendicular to the side of the sealant showing the defect.

<sup>B</sup>There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 140°F.

2. Fibers - Polyester, fully drawn.

Length	10 mm [0.4 in] (max)
Denier	15 dpf (max)
Tenacity	4 gpd (min)

Crimp none  
Color natural

**Fiber Reinforced Low Modulus Crack Sealant Material Properties:**

Fiber concentration 0 to 5 % by weight of Low Modulus Crack Sealant Material;  
uniform dispersion of fibers

Blending of the fibers with the low modulus crack sealant material shall be in accordance with the recommendations of the manufacturer of the fibers. The % of fibers to be added will be at the Contractor’s discretion with final adjustments and approval made by the Department. The asphalt-fiber compound shall be thoroughly mixed before application can begin, and continue if new material is added during the day.

Equipment Equipment used in the performance of the work shall be subject to the Resident’s or authorized representative’s approval and shall be maintained in a satisfactory working condition at all times.

- (a) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 4 yd<sup>3</sup> of air per minute at not less than 120 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- (b) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.
- (c) Hot Air Lance: Should operate with propane and compressed air in combination at 2000°F - 3000°F, exit air heated at not less than 120 psi. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The lance shall be designed in such that the flame does not come in contact with the pavement. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.
- (d) Hand Tools: Shall consist of V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.
- (e) Melting Kettle: The unit used to melt the packaged joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F.

(f) Application Wand: The application wand shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for in this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. A bypass line into the holding tank is required for use when the nozzle is shut off.

**B.) Fiber Reinforced Modified Asphalt compound consisting of:**

The sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

(a) The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:

The binder will meet PG 64-28E requirements after modification including:

- PG grade requirements of ASHTO M320
- Requirements of AASHTO P70/MP19

Modification, at a minimum, shall consist of adding 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)

The asphalt supplier shall provide testing for both the neat and modified asphalt binders

See below for typical modified test results for 64-28E with crumb rubber:

DSR ORIGINAL

kPa >1.00 @ 64° C. Fail temp = 76+° C

DSR RTFO.

kPa >2.20 @ 64° C. Fail temp = 76+° C

MSCR

J<sub>NR</sub>: 3.2 E <0.5% @ 64° C R3200 (Average% Recovery): >70%

DSR PAV

kPa <6000 @ 64° C

Stiffness <300 @ -18° C.

M-Value >0.300 @ -18° C

(b) Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%

Melting Point (ASTM D3418-82)	>475°F
Crimps/Inch (ASTM 03937-90)	None
CrossSection	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in.**
Specific Gravity (ASTM D792-91)	1.32 to 1.40

\* At temperatures ranging from ambient to maximum finished product mix temperature

\*\* Subject to normal variations

The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber (weight to weight) of asphalt cement unless otherwise approved by the Department.

The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full melter of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter during the work day under any circumstances. Minimum application temperature shall be 320°F.

The Contractor shall supply the melter unit by means of a 3,000 to 5,000 gallon bulk tanker, filled at the asphalt suppliers facility, and accompanied by the a bill of lading, and material data sheet.

A Manufacturer’s certificate of material compliance will be furnished to the Department certifying conformance to the above material specifications, including the following:

- Performance Grade of Unmodified Asphalt: PG 64-28S (standard) AASHTO M-320, Table 1
- 7% chemically-modified crumb rubber (CMCR) Composed of 100% 80-mesh recycled tire rubber
- 3-4% specially formulated polymer package
- Performance Grade of Modified Asphalt: PG 64-28E (able to withstand "extremely heavy" traffic loads)
- 8% polyester reinforcing fibers

Blending of the fibers with the modified asphalt binder shall be in accordance with the recommendations of the manufacturer of the fibers, and approval made by the Department.

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations for the sealant material being provided pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials.

Equipment Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Department, and maintained in a satisfactory working condition at all times.

(a) Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 120 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(b) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.

(c) Hot Air Lance: Should operate with propane and compressed air in combination at 2000°F - 3000°F, exit air heated at not less than 120 psi. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The lance shall be designed in such that the flame does not come in contact with the pavement. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(d) Melter: The unit used to melt or maintain the modified asphalt crack sealant compound shall have an approximate capacity of 1,000 gallons, and be equipped to maintain the sealant compound at the recommended application temperature. The unit shall be of the indirect fired type, and shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the tank containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F, and must be capable of pumping an 8% fiber content blend.

(d) Hand Tools: Shall consist of V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(e) Application Wand: The application wand shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for in this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. A bypass line into the holding tank is required for use when the nozzle is shut off.

### GENERAL CONSTRUCTION REQUIREMENTS

**Weather** Crack Sealant Material shall not be applied on a wet surface, after sunset or before sunrise, or when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

**Equipment** Equipment used in the performance of the work shall meet the requirements of the material and equipment option selected by the Contractor, and approved by the Department. Equipment shall be maintained in a satisfactory working condition at all times.

**Preparation** All cracks greater than 1/4 inch shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air. Material removed from the crack shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown and heated via the hot air lance a maximum of 5 minutes prior to the crack being sealed. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate reinvasion of water, debris, and other incompressible material. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

**Preparation and Placement of Sealer** The crack sealant material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. The Contractor shall provide the Resident or authorized representative with a suitable

device for verifying the sealant temperature in the kettle and at the application site. Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed at no additional cost to the Department.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator shoe. The sealer overbanding area shall be kept to a minimum and not exceed a maximum of 1 1/2 inch wide and 3/32 inch thick. The applicator shall be followed by a V-shaped squeegee to minimize the thickness of the overband. Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 50°F or higher.

Blotter material such as Glenzoi, Black Beauty or an equivalent material approved by the Department shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup and tracking. Blotter material shall be incidental to the crack seal item.

**Quality of Work** Excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative at no additional cost to the Department.

**Method of Measurement** Low Modulus or Fiber Modified Asphalt Crack Sealer will be measured by the pound of sealant used. The manufacturer's weights of the sealant will be accepted as the basis for measurement. The Department may, at their discretion, take material samples to verify the manufacturers weights provided.

Materials supplied by the gallon will be accompanied by a bill of lading and material certification specifying the pound per gallon conversion, and provide an accurate means to verify gallons used daily in order to accurately convert gallons to pounds.

**Basis of Payment** The accepted quantity of Low Modulus or Fiber Modified Asphalt Crack Sealer will be paid for at the contract unit price per pound complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier or blotter materials if necessary.

**CONTRACT AGREEMENT**

THIS AGREEMENT is made this 18th day of August, 2015, 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"), ??????????????????, (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 # 2016-003 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 September 1, 2015 and fully completed on or before October 17, 2015.

**CONTRACT PRICE:**

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

**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.

(a) 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



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 payments 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

