

**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR
LAKE STREET RECONSTRUCTION
AUBURN, MAINE**

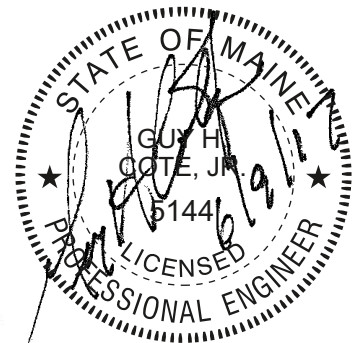
**Prepared for
CITY OF AUBURN**

June 2017

SME

Sevee & Maher Engineers, Inc.

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE



CONTRACT DOCUMENTS
FOR
LAKE STREET RECONSTRUCTION PROJECT
AUBURN, MAINE

June 2017

**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR
CITY OF AUBURN
LAKE STREET RECONSTRUCTION**

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(*) REFERS TO STATE OF MAINE, DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS HIGHWAYS AND BRIDGES, REVISION OF NOVEMBER 2014.

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION**

**I
NOTICE TO CONTRACTORS**



City of Auburn, Maine

Finance Department

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

June 12, 2017

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Services Department's **Lake Street Reconstruction** project from Court Street to Gamage Avenue (approximately 4,400 linear feet). 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: "Lake Street Reconstruction: – Bid #2017-032.

Bid packages will be available beginning on Monday, June 12 2017. Documents can be obtained from the City of Auburn's website: 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 June 20, 2017, at 2:00pm in the Council Chambers Room 257, Auburn City Hall. The deadline to submit questions is 5:00pm June 23, 2017.**

Please submit your proposal to the City of Auburn by **2:00pm, June 29, 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 Room 257, Auburn City Hall.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION**

**II
CONDITIONS AND INSTRUCTIONS TO BIDDERS**

CONDITIONS AND INSTRUCTIONS TO BIDDERS
CITY OF AUBURN, MAINE

PROJECT: LAKE STREET RECONSTRUCTION

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 "Lake Street Reconstruction: Bid # 2017-032", 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 November 1, 2017. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

GENERAL CONDITIONS FOR BIDDERS

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.

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION**

**III
BID DOCUMENTS**

BID PROPOSAL FORM

PROJECT IDENTIFICATION

LAKE STREET RECONSTRUCTION

DUE:

June 29, 2017

THIS BID IS SUBMITTED 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 _____

BID FORM

Item #	MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	201.23	Remove Single Tree Top Only		1		
2	201.24	Remove Stump		1		
3	202.15	Removing Existing Manhole or Catch Basin	LF	9		
4	202.20	Remove Bituminous Concrete Surface	SY	15000		
5	202.201	Sawcut Pavement	LF	1500		
6	203.20	Common Excavation	CY	12000		
7	203.21	Rock Excavation	CY	20		
8	304.09	Aggregate Base Course Gravel - Type A	CY	1200		
9	304.10	Aggregate Subbase Course Gravel - Type D	CY	8000		
10	304.141	Aggregate Base Course - Type A (Driveways & Sidewalks)	CY	3300		
11	403.209	Hot Mix Asphalt (Driveways & Sidewalks)	TON	800		
12	403.210	Hot Mix Asphalt, 9.5 mm (Surface)	TON	1200		
13	403.213	Hot Mix Asphalt, 12.5mm (Base)	TON	1700		
14	409.15	Bituminous Tack Coat. Applied	GAL	500		
15	-	8-inch Culvert Pipe Option III	LF	20		
16	603.159	12-inch Culvert Pipe Option III	LF	640		
17	603.169	15-inch Culvert Pipe Option III	LF	220		
18	603.179	18-inch Culvert Pipe Option III	LF	180		
19	603.219	36-inch Culvert Pipe Option III	LF	360		
20	603.239	48-inch Culvert Pipe Option III	LF	90		
21	604.072	Catch Basin Type A1-C	EA	29		
22	604.09	Catch Basin Type B1	EA	6		
23	604.15	Manhole (4-foot Diameter - Drain)	EA	1		
24	604.15	Manhole (6-foot Diameter - Drain)	EA	2		
25	604.15	Manhole (8-foot Diameter - Drain)	EA	1		
26	604.16	Alter Catch Basin or Manhole	EA	5		
27	604.161	Alter Catch Basin (Core for additional inlet)	EA	2		
28	604.166	Rebuilding Manhole	EA	2		
29	604.18	Adjust Catch Basin or Manhole to Grade	EA	25		
30	604.243	Catch Basin Type F3-C	EA	1		
31	605.09	6-inch Underdrain Type B	LF	3000		
32	605.11	12-inch Underdrain Type C	LF	460		
33	605.12	15-inch Underdrain Type C	LF	580		
34	607.16	Chain Link Fence – 4 foot	LF	300		
35	608.26	Pedestrian Ramp W/ Detectable Warning Surf.	SF	376		

Item #	MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
36	609.11	Vertical Curb Type 1	LF	5700		
37	609.12	Vertical Curb Type 1 - Circular	LF	480		
38	609.234	Terminal Curb Type 1 – 4 Foot	EA	12		
39	609.237	Terminal Curb Type 1 – 7 Foot	EA	47		
40	609.2371	Terminal Curb Type 1 – 7 Foot - Circular	EA	49		
41	609.238	Terminal Curb Type 1 – 8 Foot	EA	54		
42	609.2381	Terminal Curb Type 1 – 8 Foot - Circular	EA	18		
43	609.34	Curb Type 5	LF	70		
44	609.35	Curb Type 5 - Circular	LF	35		
45	610.08	Plain Riprap	CY	55		
46	613.319	Erosion Control Blanket (Jute)	SY	680		
47	615.08	Loam, Seed & Mulch	SY	7150		
48	621.011	1.5-2-inch Ivory Silk Lilac	EA	2		
49	621.012	1.5-2-inch Ornamental Pear Tree	EA	2		
50	621.013	3-inch Spring Snow Crabapple Tree	EA	2		
51	627.733	4" White or Yellow Painted Pavement Marking Line	LF	8800		
52	627.75	White or Yellow Pavement & Curb Marking	SF	3860		
53	642.17	Steps Cast-in-Place	CY	20		
54	645.271	Regulatory, Warning, Confirmation Sign, Type 1	SF	33		
55	652.39	Maintenance of Traffic Control	LS	1		
56	653.22	2-inch Polystyrene Plastic Insulation	SY	40		
57	656.75	Temporary Soil & Erosion & Water Pollution Control	LS	1		
58	659.10	Mobilization	LS	1		
		Total				

Written total amount is: _____
 Company Name: _____
 Signed by: _____
 Title: _____

Print Name: _____
 Address: _____
 Tel. # _____
 Date: _____

Addendum Acknowledged:
 # _____ Date _____
 # _____ Date _____
 # _____ Date _____

BID FORM ALTERNATE #1

Item #	MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
		Total				

Written total amount is: _____

Company Name: _____

Signed by: _____

Title: _____

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.

Principal (L.S)

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.

END OF SECTION

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION**

**IV
AGREEMENT**

**AN AGREEMENT BETWEEN THE
CITY OF AUBURN
AND CONTRACTOR**

CONTRACTOR AGREEMENT, OFFER & AWARD

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 #2017-032 Lake Street Reconstruction** 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) _____, 2017 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 \$_____.

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 subcontractors 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 SUBCONTRACTOR 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

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION**

**V
SPECIAL PROVISIONS**

SPECIAL PROVISIONS

The following Supplemental Specification and Special Provisions shall amend the “State of Maine Department of transportation, standard Specifications for Highway and bridges, Revision of November, 2014 including all current additions or modification thereof. In case of conflict, 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 7:00 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 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.

The road shall be open to 1-way traffic during construction hours and shall be opened to two-way traffic outside construction hours.

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 dressing 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 of the Supplemental Specifications.

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-10 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 but not anticipated in this contract.

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 Supplemental Specifications.

F-13 Questions Regarding Plans and Documents

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

Kris Bennett P.E.
Project Engineer
Engineering Division
Tel. 333-6601 ext. 1134

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 Aggregate Base and Subbase Courses

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

F-19 Existing Retaining Walls

Damage to existing retaining walls is the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City.

F-20 Tree Removal

First refusal of wood from tree top removal shall be given to the abutting property owner. Tree removal associated with the installation of culvert and related rip-rap aprons shall be considered incidental.

F-21 Sawcut Joints

Joints created by sawcutting shall be protected prior to paving. Damaged joints will be cut back at no additional cost to the City.

F- 22 Pipe Materials

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

F- 23 Driveways

Matching of existing driveways to new roadway elevations shall be paid for under the following contract items:

202.201	Sawcut Pavement
202.20	Remove Bituminous Concrete Surface
203.20	Common Excavation
304.141	Aggregate Base Course- Crushed Type "A" (Driveways & Sidewalks)
403.209	Hot Mix Asphalt, Hand Work

Driveway aprons shall receive a minimum of 12" of new gravel with 2" of 12.5mm and 1" of 9.5mm HMA. Existing pavement edges shall be protected from damage. Construction of aprons shall follow Division 800 Miscellaneous Details, Section 801 Drive Aprons of the Standard Specifications.

F- 24 Sidewalks

Reconstructing sidewalks shall be paid for under the following contract items:

202.20	Remove Bituminous Concrete Surface
203.20	Common Excavation
304.141	Aggregate Base Course- Crushed Type "A" (Driveways & Sidewalks)
403.209	Hot Mix Asphalt, Hand Work

Sidewalks shall receive a minimum of 12" of new gravel with 2" of 12.5mm HMA (base) and 1" of HMA 9.5mm (surface). Sidewalks shall be constructed 5' wide unless otherwise directed and shall follow current ADA standards. **A minimum clear width of 4 feet shall be maintained from the edge of pavement to utility poles or other obstructions.** Sidewalk ramps at intersections shall have a detectable warning surface and shall be paid under Item 608.26.

**CITY OF AUBURN, MAINE
LAKE STREET RECONSTRUCTION
SUPPLEMENTAL SPECIFICATIONS**

SECTION 100

GENERAL PROVISIONS

The provisions of Division 100 of the Supplemental Specifications shall apply with the following additions or modifications:

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 (December 2002) 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.

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 method.

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 Specification Subsection 201.10

	<u>Pay Item</u>	<u>Pay Unit</u>
201.23	Removing Single Tree Top Only	Each
201.24	Removing Stump	Each

END OF SECTION

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

The last paragraph of Subsection 202.08, Basis of Payment is revised by the addition of the following:

The segment of 4-foot chain link fence to be removed as noted on the plans shall be incidental to Common Excavation 203.20.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
202.15	Removing Existing Manhole or Catch Basin	Each
202.20	Remove Bituminous Concrete Surface	Square Yard
202.201	Sawcut Pavement	Linear Foot

END OF SECTION

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.

The last paragraph of Subsection 203.19, Basis of Payment is revised by the addition of the following:

The segment of 4-foot chain link fence to be removed as noted on the plans shall be incidental to Common Excavation 203.20.

	<u>Pay Item</u>	<u>Pay Unit</u>
203.20	Common Excavation	Cubic Yard
203.21	Rock Excavation	Cubic Yard

END OF SECTION

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 Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 304.07.

	<u>Pay Item</u>	<u>Pay Unit</u>
304.09	Aggregate Base Course Gravel – Type A	Cubic Yard
304.10	Aggregate Subbase Course Gravel – Type D	Cubic Yard
304.141	Aggregate Base Course – Type A (Sidewalks & Drives)	Cubic Yard

END OF SECTION

SECTION 403

HOT MIX ASPHALT PAVEMENT

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 HMA as indicated on the Contract Drawings. 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
4" HMA Overlay Areas					
Full Reconstruction Areas					
Mainline Travelway, Shoulders, and Approach Roads					
Wearing	9.5 mm	403.210	1 1/2"	1	1, 4, 8, 20
Base	12.5 mm	403.213	2"	1	1, 4, 8
Sidewalks, Drives, Incidental, Misc.					
Wearing/Base*	9.5mm/12.5mm	403.209	3"	2	2, 3, 10, 11, 14

* - These surfaces receive 2" Base (12.5mm) and 1" Wearing (9.5mm) per the City of Auburn.

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 9.5 mm "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 9.5 mm 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 land 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.

403.209	Hot Mix Asphalt, (Incidentals)	Ton
403.210	Hot Mix Asphalt, 9.55 mm (Surface)	Ton
403.213	Hot Mix Asphalt, 12.5 mm (Base)	Ton

END OF SECTION

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
409.15	Bituminous Tack Coat, Applied	Gallon

END OF SECTION

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.

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.

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 paragraphs:

8" Culvert Pipe Option III (HDPE) does not have a MaineDOT Item Number but shall be installed where shown on the plans.

Flexible couplings or other connections to existing pipe to remain in place shall be considered incidental to the installation of the new pipe that is being connected.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
-	8" Culvert Pipe Option III (HDPE)	Linear Foot
603.159	12" Culvert Pipe Option III (HDPE)	Linear Foot
603.169	15" Culvert Pipe Option III (HDPE)	Linear Foot
603.179	18" Culvert Pipe Option III (HDPE)	Linear Foot
603.219	36" Culvert Pipe Option III (HDPE)	Linear Foot
603.239	48" Culvert Pipe Option III (HDPE)	Linear Foot

END OF SECTION

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
604.072	Catch Basin Type A1-C	Each
604.09	Catch Basin Type B1	Each
604.15	Manhole	Each
604.16	Alter Catch Basin to Manhole	Each
604.161	Alter Catch Basin (Core for additional inlet)	Each
604.166	Rebuilding Manhole	Each
604.18	Adjust Catch Basin or Manhole to Grade	Each
604.243	Catch Basin Type F3-C	Each

END OF SECTION

SECTION 605

UNDERDRAIN

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

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
605.09	6" Underdrain (Type B)	Linear Foot
605.11	12" Underdrain (Type C)	Linear Foot
605.12	15" Underdrain (Type C)	Linear Foot

END OF SECTION

SECTION 607

FENCE

The provisions of Section 607 of the Standard Specifications shall apply with the following additions and modifications.

607.02 MATERIALS

All pipe supplied on this project shall be galvanized steel unless otherwise specified.

607.06 METHOD OF MEASUREMENT

Measurement shall be in accordance with MaineDOT Standard Specifications Subsection 607.06.

607.07 BASIS OF PAYMENT

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
607.16	Chain Link Fence – 4 foot	Linear Foot

END OF SECTION

SECTION 608

SIDEWALKS

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

608.01 DESCRIPTION

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 PAYMENT

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

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

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
608.26	Curb Ramp Detectable Warning Field	Square Foot

END OF SECTION

SECTION 609

CURB

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

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

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

A mix design for the Portland Cement Concrete shall be submitted to the City. Concrete shall be used for the base for the curb with a minimum designed compressive strength of 1,500 psi.

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

609.03 GENERAL – CONCRETE BASE FILL

- 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 Resident. 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.
- d. The concrete shall be allowed to cure for at least 72 hours.
- e. 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.
- f. 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.

609.10 BASIS OF PAYMENT

The accepted quantities of granite curb will be paid for at the contract unit price complete in-place. Concrete base is incidental to granite placement.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
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
609.237	Terminal Curb Type 1 – 7 Foot	Each
609.2371	Terminal Curb Type 1 – 7 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

END OF SECTION

SECTION 610

**STONE FILL, RIPRAP, STONE BLANKET, AND
STONE DITCH PROTECTION**

The provisions of Section 610 of the Standard Specifications shall apply with the following additions and modifications.

610.06 BASIS OF PAYMENT

Crushed stone and filter fabric shall be incidental to the cost of this item. Filter fabric installed at culverts shall be wrapped around the culvert

The accepted quantities of riprap will be paid for at the contract price per cubic yard. This payment will be full compensation for furnishing all the riprap stone, clearing, excavating, filter fabric, placing, testing, and all other labor, equipment, and tools necessary to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
610.08	Plain Riprap	Cubic Yard

END OF SECTION

SECTION 613

EROSION CONTROL BLANKETS (JUTE)

The provisions of Section 613 of the Standard Specifications shall apply with the following additions and modifications.

613.01 DESCRIPTION

Erosion Control Blanket shall be the type and dimensions shown on the Contract Drawings and installed in accordance with the manufacturer's specifications.

613.08 METHOD OF MEASUREMENT

Erosion Control Blanket will be measured by the square yard of the overall installation. Overlapping joints should not be double counted.

613.319 BASIS OF PAYMENT

Erosion Control Blanket used on steep slopes shall be paid for per square yard where noted on the Contract Drawings or as directed by the Resident.

	<u>Payment Item</u>	<u>Pay Unit</u>
613.319	Erosion Control Blanket (Jute)	Square Yard

END OF SECTION

SECTION 615

LOAM, SEED, & MULCH

The provisions of Sections 615, 618, & 619 of the Standard Specifications shall apply with the following additions and modifications.

615.01 DESCRIPTION

This work shall consist of loaming and seeding esplanades and areas adjacent to existing lawns or as required. Loam and its applications shall conform to the requirements of Section 615 of the Standard Specifications. Loam shall have a finished depth of four (4") inches and shall be screened through a one (1") inch square mesh screen. Loam areas shall be rolled (compacted) prior to placement of seed and mulch.

Seeding shall be Method Number 1 and shall conform to the requirements of Section 618 of the Standard Specifications. The Contractor shall be required to continually seed area of loam and seed until a satisfactory growth of grass is established. If so required, all areas to be loamed and seeded shall be mulched with an approved wood cellulose fiber compatible with recommended hydro-seeding practices. This mulch shall be applied simultaneously with the seed and shall be of sufficient quantity to protect the seed and hold moisture in to insure a satisfactory growth of grass.

The specifications for the wood cellulose fiber proposed to be used shall be presented to the Engineer for acceptance at least ten (10) days (working days) prior to the application thereof. The Contractor shall also be responsible for mowing any and all areas loamed and seeded. The mowings will be required if deemed necessary to insure and maintain a satisfactory growth of grass and shall not exceed two mowings.

615.02 MATERIALS

After a sample of loam has been submitted to the Engineer, he may require that a sample be submitted to a testing agency to determine its organic content, characteristics, and potential use as loam suited to the site.

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

<u>Mineral Content</u>	<u>Percent passing sieve</u>
#10	85-100%
#40	35-85%
#200	10-35%

615.07 METHOD OF MEASUREMENT

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

Loam, seed, and mulch will be measured per square yard, complete in place.

615.08 BASIS OF PAYMENT

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

The accepted quantity of loam, seed and mulch will be paid for at the contract unit price per square yard. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work. All costs for watering, furnishing labor, and equipment for mowing will not be paid for separately, but shall be considered as incidental to this pay item.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
615.08	Loam, Seed, & Mulch	Square Yard

END OF SECTION

SECTION 620

GEOTEXTILES (DRAINAGE)

The provisions of Section 620 of the Standard Specifications shall apply with the following additions and modifications.

620.01 DESCRIPTION

Drainage Geotextile shall be the type and dimensions shown on the Contract Drawings and installed in accordance with the manufacturer's specifications, and shall be wrapped around the adjacent pipe.

620.09 METHOD OF MEASURE

Drainage Geotextile shall be incidental to 605 and 610 items and will not be measured separately.

620.10 BASIS OF PAYMENT

Drainage Geotextile shall be incidental to 605 and 610 items and will not be paid for separately.

END OF SECTION

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 and shall include all planting operations and material as well as the care and replacement of the plants during the Maintenance Period. Tree planting locations will be marked by the City.

615.0002 MATERIALS

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

615.0037 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

615.0038 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 and any other incidentals necessary to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
621.011	1.5"-2" Ivory Silk Lilac	Each
621.012	1.5"-2" Ornamental Pear	Each
621.013	3" Spring Snow Crabapple Tree	Each

END OF SECTION

SECTION 627

PAVEMENT MARKINGS

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

627.01 DESCRIPTION

This item shall consist of furnishing and placing reflectorized pavement lines and markings in accordance with Section 708.03 and Section 712.05. Crosswalk markings shall be 6.5' x 2' with 2' gap.

627.09 METHOD OF MEASUREMENT

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

627.10 BASIS OF PAYMENT

The Basis of Payment shall be in accordance with MaineDOT Standard Specifications Subsection 627.10 with the inclusion of the following:

Temporary bi-direction pavement markings shall be placed the same day as paving. The cost of the temporary bi-directional delineators shall be incidental to the items of Section 403.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
627.733	4" White or Yellow Pavement Marking Line	Linear Foot
627.75	White or Yellow Pavement Symbols	Square Foot

END OF SECTION

SECTION 642

STEPS

The provisions of Section 642 of the Standard Specifications shall apply with the following additions and modifications.

642.01 DESCRIPTION

This work shall consist of the construction of steps for the extension of existing steps from the properties where grade does not allow for a safe slope to the proposed sidewalk. Steps will be constructed between the retaining wall sections from the existing steps to the sidewalk.

642.03 MATERIALS

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 City, with a minimum designed compressive strength of 3,000 psi for the concrete used for the concrete steps prior to placement.

642.07 BASIS OF PAYMENT

The accepted quantity of Cast-in-place Concrete Steps will be paid for at the contract unit price per cubic yard in place which price shall be full compensation for furnishing and placing all materials including reinforcing steel.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
642.17	Cast-in-place Concrete Steps	Square Foot

END OF SECTION

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:

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

END OF SECTION

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
652.39	Maintenance of Traffic Control	Lump Sum

END OF SECTION

SECTION 653

POLYSTYRENE PLASTIC INSULATION

The provisions of Section 653 of the Standard Specifications shall apply with the following additions and modifications.

653.04 PLACING OF BOARD

Unless there are high winds, using pegs to hold the foam in place is not required if a few shovelfuls of suitable backfill material is available.

653.05 PLACING OF BACKFILL

Insulation should not come in direct contact with the pipes, especially water pipes. In frost protection situations, typically keep a minimum 6-inch layer of backfill between the insulation and the pipe. In cases of pipe crossings where there is not enough separation, place the insulation in the middle of the separation. The width of the insulation should extend at least 6-inches over the diameter of the pipe.

609.10 BASIS OF PAYMENT

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
653.22	2-Inch Polystyrene Plastic Insulation	Square Yard

END OF SECTION

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
656.75	Temporary Soil Erosion and Water Pollution Control	Lump Sum

END OF SECTION

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:

	<u>Pay Item</u>	<u>Pay Unit</u>
659.10	Mobilization	Lump Sum

END OF SECTION