CONTRACT DOCUMENTS

FOR

2014 PAVING PROJECTS

AUBURN, MAINE

November 25, 2013

Dan Goyette P.E., *City Engineer*
Jill Eastman, *Finance Director*
Tony Beaulieu P.E., *Project Engineer*

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

November 25, 2013

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Works Department's **2014 Paving Projects.** 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: **"2014 Paving Projects– Bid #2014-021.**

Bid packages will be available beginning on Monday, November 25, 2013. Documents can be obtained on the City of Auburn website http://www.auburnmaine.org/Pages/Government/Bid-Notices. Questions regarding this Request for Bids should be directed to Tony Beaulieu P.E, Project Engineer, at (207) 333-6601, ext. 1140. **A mandatory pre-bid will be held on December 3rd, 2013, at 2:00pm in Room 206, Auburn City Hall.**

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, December 12th, 2013.** Proposals must be delivered to **Derek Boulanger, Facilities Manager/ Purchasing Agent , 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date in Council Chambers, Auburn City Hall.

Sincerely,

Derek Boulanger
Facilities Manager/
Purchasing Agent

60 Court Street • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.

2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".

3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening

4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.

5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.

6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.

7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.

8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.

9. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.

10. Please state "2014 Paving Projects– Bid # 2014-021", 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 shall be completed by August 29th, 2014. Liquidated damages of $500/calendar day will be assessed on uncompleted work.

13. The City of Auburn will pay for police officers if they are required for traffic control.

14. Granite curbing shall be backfilled with concrete slurry (1,500psi min) to an elevation even with the top of the asphalt base course. Slurry material shall also be able to flow 3-4" under the curbing.

15. A pre-pave meeting shall be held a week prior to any roadway paving. The contractor will be required to submit their paving plan including: personnel, equipment, quality control, roadway widths, etc.

GENERAL CONDITIONS

1. Equal Employment Opportunity

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

2. Save Harmless

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

3. Subcontracting

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

4. Warranty

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

5. Bonds, Retainage and Payments

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

BID PROPOSAL FORM

Bid# 2014-021 Paving Projects

Due: Thursday, December 12th, 2013

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

MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
202.203	Pavement Butt Joints	SY	450		
211.30	Ditch Excavation	LF	16,500		
304.09	Aggregate Base Course- Crushed Type “A”	TON	8,000		
307.32	Reclaim Existing Roadway	SY	21,000		
403.207	Hot Mix Asphalt, 19.0mm	TON	2,700		
403.208	Hot Mix Asphalt, 12.5mm	TON	2,200		
403.209	Hot Mix Asphalt, Hand Paved Aprons	TON	225		
409.15	Bituminous tack coat, applied	GAL	1,100		
603.15	12 in Culvert Pipe Option I	LF	80		
603.16	15 in Culvert Pipe Option I	LF	360		
603.17	18 in Culvert Pipe Option I	LF	60		
603.19	20 in Culvert Pipe Option I	LF	60		
603.20	30 in Culvert Pipe Option I	LF	60		
604.262	4’ Diameter Catch Basin	EA	3		
608.17	Rehab Existing Driveway	SY	500		
610.08	Plain Riprap	TON	50		
613.09	Erosion Control Blanket	SY	2,600		
615.08	Loam and Seed	SY	3,700		
659.10	Mobilization	LS	1		
	Total				

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

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

SCOPE OF WORK

The following scope of work is being proposed for the 2014 Paving Projects for the City of Auburn. The scope of work is a brief overview of the expected extent of work on each street included in this contract. This is only a proposed scope with associated estimated quantities. Items, extent and entire streets may be added or deleted as work progresses or to meet the available funding for this work. Completion of box cutting, placement & compaction of new gravel, drainage, & ditching may be completed by Auburn Public Works depending on their availability.

Manley Road- Rodman Road to Minot Avenue

Surface pave with 1.5" of 12.5mm HMA. Butt joints will be required at all intersections including driveways and sidewalks. Shoulders shall be backed up flush with surface pavement using ¾ inch gravel, paid as Type A gravel or loam/seeded/mulched in lawn areas. Approximately 1,750' x 30'.

Holbrook Road- North Auburn Road to town line

Replace necessary drainage structures. Reclaim existing roadway and grade to proper profile. Add gravel over entire roadway, 6 inches thick. Pave with 2.5" of 19.0mm HMA and 1.5" of 12.5mm HMA. Shoulders shall be backed up flush with surface pavement using ¾ inch gravel, paid as Type A gravel. An erosion control plan shall be submitted and approved prior to the start of work. Approximately 5,800' x 22'.

Mill Street- Ninth Street to Broad Street

Replace necessary drainage structures. Reclaim existing roadway and grade to proper profile. Add gravel over entire roadway, 6 inches thick. Pave with 2" of 19.0mm HMA and 1.5" of 12.5mm HMA. Shoulders shall be backed up flush with surface pavement using ¾ inch gravel, paid as Type A gravel or loam/seeded/mulched in lawn areas. Approximately 2,450' x 24'.

SPECIAL PROVISIONS

The following Supplemental Specifications and Special Provisions shall amend the “Maine, Department of Transportation, Standard Specifications, Revised December 2002" including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

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

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

F-1 Work Hours

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

F-2 Notification of Residents

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

F-3 Traffic Signs

All existing traffic signs, which are to be removed during construction, shall be dismounted 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 cause by his operations.

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

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

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

F-4 Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project, which are not to be removed. Any trees damaged by the Contractor's operations shall be repaired as approved by tree 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. All permanent and temporary traffic control measures shall be considered incidental to the work included in this contract and no separate payment will be made.

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 Works 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 and shall be considered incidental to the performance of the work included in this contract. City of Auburn police officers may be required in certain traffic situations.

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 five days before bid opening and directed to:

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

F-14 Record Drawings

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

F-15 Waste Material

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

F-16 Quality Assurance

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

F-17 Bids

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

SUPPLEMENTAL SPECIFICATIONS
SECTION 100 - GENERAL PROVISIONS

1. SCOPE

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

2. STANDARD SPECIFICATIONS

The City of Auburn, Maine has adopted for this project, the "State of Maine, Department of Transportation, Standard Specifications of December, 2002", 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.

SUPPLEMENTAL SPECIFICATIONS
SECTION 202 - REMOVING OF STRUCTURES AND OBSTRUCTIONS

SECTION 202.01 DESCRIPTION:

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

This work shall consist of the removal (milling, grinding or planing) of the surface of the bituminous concrete pavement to the depth, width, grade and cross sections as directed by the Engineer.

202.035 REMOVING MATERIAL:

The equipment for removing the bituminous surface shall be a power operating planing machine or grinder capable of removing the bituminous concrete pavement to the required depth. The equipment shall be capable of accurately establishing profile grade by referencing from either the existing paving or from an independent grade control and shall have a positive means for removing excess material from the surface and for preventing accidents from flying material in compliance with subsection 107.24, Safety and Accident Prevention, of the Standard Specifications.

202.036 DISPOSAL OF MATERIAL:

The Contractor shall haul the pavement surface to a location designated by the Engineer. The Contractor shall dump and stockpile the material at the storage site as directed.

The pavement surface removed shall remain the property of the City unless otherwise directed by the Engineer.

202.05 METHOD OF MEASUREMENT:

Removing pavement surface will be measured by the square yard of material removed to a maximum depth of 3 inches, or as directed.

202.06 BASIS OF PAYMENT:

The accepted quantity of removing pavement surface will be paid for at the contract unit price per square yard which price will be full compensation for removing, hauling, clean up and stockpiling the material.

Payment will be made under:

Pay Item		Pay Unit
202.203	Removing Pavement Surface (Butt Joints)	Square Yard

SUPPLEMENTAL SPECIFICATIONS
SECTION 211 - DITCH AND INSLOPE EXCAVATION

The provisions of Section 211 of the Standard Specifications shall apply with the following additions and modifications.

211.01 Description

This work shall consist of removing winter sand build-up and other earth material from existing inslopes and ditches. New ditch areas consist of removing all material encountered including backslopes as needed. ¾" gravel shall be used in shoulder areas, be graded flush with the surface course of pavement and shall be paid under Item 304.09. Lawn areas shall be loam/seeded/mulched, be graded flush with the surface course of pavement and shall be paid under Item 615.08.

211.05 Ditch Excavation

Ditches and adjacent slopes will be graded to the original template from the edge of shoulder to the top of the backslope, or as directed by the Engineer. Erosion Control Blanket shall be placed in the flow line of the ditches and shall be paid under Item 613.09. Any exposed soil **shall** be seeded and mulched **daily**.

211.07 Method of Measurement

The quantity of work done will be measured by the linear foot. Measurements will be made along the ground parallel to the roadway centerline.

211.08 Basis of Payment

Payment will be full compensation for excavating, disposing excess materials, and rehabilitating affected areas with seed and mulch.

Pay Item		Pay Unit
211.30	Ditch Excavation	Linear Foot

SUPPLEMENTAL SPECIFICATIONS
SECTION 307 - FULL DEPTH RECYCLED PAVEMENT

The provisions of Section 307 of the Standard Specifications shall apply with the following additions and modifications.

307.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, placing and compacting this material to the lines, grades, and dimensions established by the Engineer.

307.02 Pulverized Material Pulverized material shall consist of the existing bituminous pavement and a designated portion of the underlying gravel, pulverized, and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

Pay Item		Pay Unit
307.32	Full Depth Recycled Pavement	Square Yard

SUPPLEMENTAL SPECIFICATIONS
SECTION 401 - PLANT MIX PAVEMENTS - GENERAL

The applicable provisions of the current Section 401 of the Standard Specifications (Revised February, 2007) shall apply with the following additions and modifications.

401.03 Composition of Mixtures

For all HMA the Contractor shall submit for the Engineer's approval, the Job Mix Formula (JMF) at least 15 working days prior to production for use within the scope of this contract.

401.10 Rollers

Pneumatic tire rollers meeting the specifications will be required on streets included in this contract as directed by the Engineer.

401.11 Preparation of Existing Surface

All streets to be paved shall be mechanically and hand swept of all debris (sand, grass, etc.) prior to paving. Any grass or other vegetation growing in the street shall be removed prior to paving.

All handwork included in this section shall be incidental to the work included in this Contract. When directed the Contractor shall arrange for a mechanical sweeper to remove all debris from the surface to be paved.

401.15 Spreading and Finishing

When directed during the execution of mechanical spreading and finishing the Contractor shall spread, rake and lute the mixture with hand tools to match grades of asphalt drives and provide for the required compaction. All gravel drives shall have a minimum paved apron of two feet (2') placed during mainline paving on both base and surface layers.

401.16 Compaction

Compaction requirements for HMA shall be 93 percent with a range of 92 to 98 percent of the TMD on all machine placed mainline and/or parking lot projects.

401.17 Joints

Where pavement placed under this Contract joins an existing pavement of an intersecting street or transversely at the beginning and end of an overlay section, the existing pavement, when directed by the Engineer, shall be milled a minimum of eighteen inches (18") wide and one and one-half (1-1/2") in depth in order to provide a tapered butt joint. Butt joints may be required at selected driveway entrances as directed. Payment for driveway butt joints will be paid for by the square yard as described in Section 202 of the Standard Specifications.

All vertical cuts and butt joints in existing pavements shall be treated with an approved asphaltic tack coat material. The surface of the joint once completed shall be flush with the existing pavement.

Vertical longitudinal and transverse joints in multiple lifts shall be offset from each other horizontally by at least three inches (3").

With the exception of driveway butt joints, work included in this section shall be considered incidental and no separate payment will be made.

401.18 Quality Control Method A, B, & C

All materials and every detail of work will be subject to inspection by the Municipal Representative. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

1. Core samples for density testing may be taken in accordance with AASHTO procedures every 1,000 tons.

2. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1,000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.

3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MDOT Standard Specifications.

4. Upon demand from the Municipal Representative, the Contractor must supply a ten-foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MDOT Standard Specifications.

Expenses for passing and/or acceptable tests shall be borne by the City of Auburn. Costs for failing or unacceptable tests shall be at the Contractor’s expense.

401.20 Acceptance Method A, B, & C

If the Municipal Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgement of the Municipal Representative, the removing and replacing of the covering or making good the parts removed will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgement of the Municipal Representative, the removing and the replacing of the material will be at the Contractors expense.

SUPPLEMENTAL SPECIFICATIONS
SECTION 403 - HOT BITUMINOUS 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 in select 9 to 11 foot wide trenches as indicated in the Scope of Work. Materials and their use shall conform to the requirements of all related and applicable sections of this contract. HMA shall be placed and compacted with a minimum of two lifts where the total thickness of pavement to be placed exceeds 2.5”. The revised special provision Section 108 using the New England Selling Price shall apply to this contract. Sweeping shall be done by Auburn Public Works Department. The calculation of asphalt escalation will use the New England Selling Price (New Specification). 50 gyration asphalt mixes shall be used on this project.

403.05 BASIS OF PAYMENT

Acceptance shall be as specified in Section 401.

Pay Item		Pay Unit
403.207	Hot Mix Asphalt, 19mm	Ton
403.208	Hot Mix Asphalt, 12.5mm	Ton
403.209	Hot Mix Asphalt, Hand Paving	Ton

SUPPLEMENTAL SPECIFICATIONS
SECTION 409 - BITUMINOUS TACK COAT

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

409.07 APPLICATION OF BITUMINOUS MATERIAL

The rate of application shall be 0.02 to 0.2 gallons per square yard as directed. During application, care shall be taken to assure areas outside of the work area shall not be discolored.

409.09 BASIS OF PAYMENT

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

Payment will be made under:

Pay Item		Pay Unit
409.15	Bituminous Tack Coat. Applied	Gallon

SUPPLEMENTAL SPECIFICATIONS
SECTION 603 - PIPE CULVERTS AND STORM DRAINS

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

603.031 GENERAL

The Contractor shall furnish the following type of pipe under Option 1.

High Density Polyethylene Pipe

603.12 Basis of Payment

The accepted quantities of pipe for culverts and storm drains will be paid for at the contract unit price per linear foot, for the types and sizes specified, complete in place. Excavation for culverts and storm drains, including excavation below the pipe, for induced trench and for bedding and backfilling will be considered incidental to the pipe item.

Pay Item		Pay Unit
603.15	12 in Culvert Pipe Option I	Linear Foot
603.16	15 in Culvert Pipe Option I	Linear Foot
603.17	18 in Culvert Pipe Option I	Linear Foot
603.19	20 in Culvert Pipe Option I	Linear Foot
603.20	30 in Culvert Pipe Option I	Linear Foot

SUPPLEMENTAL SPECIFICATIONS
SECTION 608 - REHAB DRIVEWAY

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

CONSTRUCTION REQUIREMENTS

608.04 Rehab Existing Driveways:

Excavation and Base Material

Rehab existing: Existing surface shall be removed and existing base material shall be graded to match new grades. Certain locations may require additional gravel base material to be placed, graded and compacted to match new grades.

Gravel apron to match new grades: Where driveway entrance aprons are required, up to 6 inches of gravel meeting specification 703.06 (B) shall be placed, graded and compacted to match new grades. Where more than 6 inches of gravel are required, material meeting 703.06 (D) shall be placed and compacted prior to the placement of 6 inches of 703.06 (B) gravel.

608.05 Method of Measurement: Rehab of driveways and gravel aprons will be measured by the square yard.

608.06 Basis of Payment: The accepted quantities of driveway and gravel driveway aprons will be paid for at the contract unit price per square yard. Excavation, fill, gravel, grading, and compacting base materials will be considered incidental to the contract items and no separate payment will be made. Payment for the hot bituminous surface pavement will be paid for separately per ton under Section 403.

Payment will be made under:

Pay Item		Pay Unit
608.17	Rehab Existing Driveway	Square Yard

SUPPLEMENTAL SPECIFICATIONS
SECTION 610 - RIPRAP

610.05 – Method of Measurement

Plain riprap will be measured by the ton, complete in place.

610.06 – Basis of Payment

Costs of all required excavation below the slope line for the placement of riprap will be considered incidental to the contract items and no separate payment will be made.

Pay Item		Pay Unit
610.08	Plain Riprap	Ton

SUPPLEMENTAL SPECIFICATIONS
SECTION 615 - LOAM

615.01 – DESCRIPTION

This work shall consist of loaming and seeding areas as shown on the plans 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.

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 PROJECT MANAGER 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

First paragraph of this subsection will be modified as follows: Delete “per cubic yard” and replace with “per square yard.”

Add a paragraph to read as follows:

After a sample of loam has been submitted to the PROJECT MANAGER, 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.

615.08 - BASIS OF PAYMENT

The accepted quantity of loam and seed 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.

Pay Item		Pay Unit
615.08	Loam and Seed	Square Yard

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 _____, 2013.

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

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

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

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

_____ (L.S)
Principal

Surety

By:_____

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

SAMPLE AGREEMENT

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

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

SPECIFICATIONS:

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

COMPLETION DATE:

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

CONTRACT PRICE:

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

PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of $Dollar amount or N/A (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. ❑ Yes, Required (Initials: ____) ❑ No, Waived (Initials ___)

GUARANTEE:

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

PERMITS AND LICENSES:

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

CITY'S RIGHT TO TERMINATE CONTRACT:

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

CONTRACTOR'S LIABILITY INSURANCE:

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

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

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

(b) Business Automobile Liability

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

Bodily Injury and Property Damage	$1,000,000

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

Workers' Compensation Insurance

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

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

Professional Liability

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

Limits of Liability shall be as follows:

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

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

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

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

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries

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

Waiver of Subrogation

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

Construction Agreement

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

DAMAGES:

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

LIENS:

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

ASSIGNMENT:

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

SUBCONTRACTS:

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

USE OF PREMISES:

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

CLEANING UP:

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

PAYMENTS:

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

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

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

BY:_____ BY:_____

Witness Finance Director

BY:_____ BY:_____

Witness Contractor