

TOWN OF CASCO MAINE



CONTRACT AND SPECIFICATIONS

for

2024 CIP PAVING AND STREET REHABILITATION

Dated: February 7, 2024



2024 CIP Paving and Street Rehabilitation

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SCOPE OF WORK

Work under this contract includes the rehabilitation/paving of streets and other miscellaneous construction items.

The total of all bid items will be used to determine the low bid.

GENERAL NOTES:

- Scope of work may be adjusted to meet available funds. Streets may be added to or deleted from the contract.
- The Contractor and the Town shall complete a field review of all streets prior to beginning work. Scope of work will be discussed including pavement overlay, ditching, culvert replacement, and driveway apron adjustments.
- Contractor shall be responsible for posting streets and completing the documentation for No Parking prior to working.
- Close coordination with other projects is required.
- Butt joints shall be provided on all intersecting street aprons unless otherwise directed. Once butt joints are cut, signs shall be placed to warn motorists and pedestrians of exposed joint.
- The Contractor shall work with utilities to coordinate any repairs or adjustments needed on utility structures. See additional requirements under Special Provisions #2. Utility Coordination.
- The Contractor shall be responsible for temporary pavement markings. Temporary markings shall be considered incidental to this contract. The Contractor is also responsible for transferring existing striping pattern to the surface course.
- The Contractor shall have a Project Manager on site for all paving operations.
- All gravel driveways shall be shimmed with gravel and regraded to match new pavement grade at road.
- All paved driveways shall be adjusted to match new pavement grade at road. This may require saw cutting, butt joint, pavement removal and repaving.
- All streets are expected to be completed in the 2024 paving season.
- The Contractor shall be responsible for maintaining access to existing mailboxes. If the proposed work requires mailbox removal, the mailboxes shall be temporarily reset in a different location. The mailboxes shall be re-installed after the proposed work is complete. This cost shall be incidental to the project.

Prior to paving, the Contractor shall complete the following as needed:

- Conduct inventory of location, quantity, and type of any existing pavement markings and traffic loops.
- Mill if required.
- Clean and prepare pavement surface for proposed treatment.
- Adjust/repair structures.
- Complete butt joints and shim.
- Excavate ditches including loam, seed, and mulch.

- Apply tack coat.
- Coordinate with all affected utilities on adjustment of utility structures.

The following list of locations with associated scope of work may be altered to meet the available funding for this work. Streets may be added or deleted as needed. Scope may be adjusted due to existing conditions at time of site walk. Dimensions are for estimating purposes. All quantities must be field verified prior to starting work. All apron material to be asphalt unless noted otherwise.

2024 CIP Paving and Street Rehabilitation Project: BASE BID

| Location | General Scope | Length | Width | Notes |
|--|--|----------|-------|--|
| Glen Drive – Quaker Ridge Road to New Road | Reclaim and Repave 3” Ditching Improvements | 1,690 LF | 19’ | Reclaim 2 inches 19mm HMA 1 inch 9.5mm HMA Ditching and Culvert Limits TBD |
| Quaker Ridge Road 5a – Glen Drive to Brown Avenue/Libby Road | Shim and Overlay 1.5” Ditching Improvements | 1,970 LF | 22’ | 1.5” inches 9.5mm HMA Ditching and Culvert Limits TBD |
| Moose Run – Sunny Hill Road to Dead End | Surface Pave 1” | 766 LF | 19’ | 1 inch 9.5mm HMA |
| Sunny Hill Road – From Route 302 for 1200 LF | Surface Pave 1” | 1,200 LF | 20’ | 1 inch 9.5mm HMA |
| New Road – From Libby Road to Glen Drive | Surface Pave 1” | 1,109 LF | 19’ | 1 inch 9.5mm HMA |
| S. Casco Village Road – From Route 302 to Quaker Ridge Road | Surface Pave 1” | 1,000 LF | 20’ | 1 inch 9.5mm HMA |

2024 CIP Paving and Street Rehabilitation Project: BID ALTERNATE

| Location | General Scope | Length | Width | Notes |
|--|--|----------|-------|--|
| Stone Road – Route 11 to End of Pavement | Reclaim and Repave 3” Ditching Improvements | 2,430 LF | 13’ | Reclaim 2 inches 19mm HMA 1 inch 9.5mm HMA Ditching and Culvert Limits TBD |

**ADVERTISEMENT
NOTICE TO CONTRACTORS
TOWN OF CASCO, MAINE**

Proposals must be received electronically no later than **2:00 PM, Thursday, February 29, 2024**, at which time they will be publicly opened at the Casco Community Center, 940 Meadow Road, Casco, ME 04015. Proposals will be accepted electronically only with the name of the Bidder and Project Name in the subject of the email. Please provide proposals as attachments or links via email to Wiley Hollen (whollen@gorrillpalmer.com). Any bids submitted early shall be submitted electronically.

PROJECT NAME:
2024 CIP Paving and Street Rehabilitation

LOCATION:
Various locations throughout the Town of Casco

OUTLINE OF WORK:
Work includes reclaiming existing pavement, fine grading, base paving, surface paving, ditching improvements, and associated work.

Two (2) separate bid forms are provided as follows:

- Base Bid
- Bid Alternate

The basis of award shall be the responsible bidder whose bid, complying with conditions and requirements provided in this notice and bid form, is the lowest total bid as identified on the Basis of Award form.

The Town reserves the right to reject any or all bids, to waive any technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

Base Bid and Bid Alternate are subject to Town Meeting approval in June 2024. If approved, funds will be appropriated for a project start date of July 1, 2024.

The specifications, proposal forms, and proposal books may be obtained at 300 Southborough Drive, Suite 200, South Portland, ME 04106, Phone (207) 772-2515, or e-mail whollen@gorrillpalmer.com. Bid Documents will be available by email at no cost or physical copies may be purchased for \$25. Each prospective bidder is required to register, either by requesting electronic bid documents or by purchasing a hard copy of the bid documents. Registration is necessary so the Town can send out addenda, if required. Bids from vendors not registered with the Purchasing Office may be rejected.

PRE-BID CONFERENCE: A non-mandatory pre-bid meeting will be held **at 2:00 PM on Thursday, February 15, 2024, on a Microsoft Teams teleconference event**. To receive a Teams link for the pre-bid meeting, all bidders must register with Gorriall Palmer (email Wiley Hollen at whollen@gorrillpalmer.com). Contractors are encouraged to attend.

TOWN OF CASCO, MAINE

NOTICE TO BIDDERS
TOWN OF CASCO, MAINE
PROJECT: 2024 CIP PAVING & STREET REHABILITATION

Proposals must be received electronically no later than **2:00 PM, Thursday, February 29, 2024**, at which time they will be publicly opened at the Casco Community Center, 940 Meadow Road, Casco, ME 04015. Proposals will be accepted electronically only with the name of the Bidder and Project Name in the subject of the email. Please provide proposals as attachments or links via email to Wiley Hollen (whollen@gorrillpalmer.com). Any bids submitted early shall be submitted electronically.

A non-mandatory pre-bid meeting will be held at **2:00 PM on Thursday, February 15, 2024, on a Zoom teleconference event**. To receive a Zoom link for the pre-bid meeting, all bidders must register with Gorrill Palmer (email Wiley Hollen at whollen@gorrillpalmer.com). Contractors are encouraged to attend.

All questions shall be directed in writing ONLY, to Wiley Hollen, whollen@gorrillpalmer.com and be received no later than **2:00 PM, Monday, February 26, 2024**. Questions received after this time may not be addressed. Responses that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered with the Town. Oral explanations or interpretations given before the award of the contract will not be binding.

All proposals shall be submitted on the attached form and are to remain open for ninety (90) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and facsimile bids will not be accepted.

The Bid shall be accompanied by a Bid Guarantee made payable to Owner in an amount of 5 percent (%) of the Bidder's Bid Price issued by a surety meeting the requirements set forth in Special Provisions Section 102.

Two (2) separate bid forms are provided as follows:

- Base Bid
- Bid Alternate

The basis of award shall be the responsible bidder whose bid, complying with conditions and requirements provided in this notice and bid form, is the lowest total bid as identified on the Basis of Award form.

Base Bid and Bid Alternate are subject to Town Meeting approval in June 2024. If approved, funds will be appropriated for a project start date of July 1, 2024.

The successful bidder shall agree to defend, indemnify and save the Town harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, shall produce evidence satisfactory to the Town of coverage for General Public and Automobile Liability in accordance with Section 110 of the MaineDOT Standard Specifications, protecting the Contractor and the Town, and naming the Town as an additional insured from such claims, and shall also procure Workers' Compensation insurance. The Town disclaims any and all responsibility for injury to Contractors, their agents or others while examining the job or at any other time.

The successful bidder shall supply the Town with a Performance Bond, and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period, and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.

Prior to any payment by the Town, the Contractor may be required to supply the Town with a Waiver of Lien – Material and Labor for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The Town may also require waivers of lien, signed by individual sub-contractors and materials suppliers, with requests for progress payments.

Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the Town) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the Town against the lien or to discharge it, then the Town may do so at the Contractor's expense. In the event of such an undertaking by the Town, the Contractor will promptly reimburse the Town for all its costs and expenses in so doing including, but not limited to, reimbursement of the Town's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

The Contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

The Contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic, where applicable.

The Town of Casco, Maine, reserves the right to reject any and all bids should it be deemed in the best interest of the Town to do so. The Town reserves the right to substantiate any bidder's qualifications, capability to perform, availability, past performance record and to verify that bidders are current in their obligations to the Town.

February 7, 2024
Anthony Ward, Town Manager

PROPOSAL

Proposal

of

Name

Mailing Address

Email Address/Phone Number

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: Anthony Ward
Town Manager
Town of Casco
635 Meadow Road
Casco, ME 04015

The undersigned having carefully examined the site of the work; the Plans; "State of Maine, Department of Transportation Standard Specifications", Revision of March 2020, including all current amendments or revisions thereof; the Supplemental Specification, Special Provisions; Contract Agreement and Contract Bonds contained herein for the **2024 CIP Paving and Street Rehabilitation**, on which proposals will be received until the time specified in the "Notice to Contractors", this work being situated at the location described in the "Notice to Contractors" sheet number five of this book, and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items":

The undersigned has examined and carefully studied the bidding documents and the following Addenda, receipt of all which is hereby acknowledged:

Date:

Addendum Number

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount

stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

The UNDERSIGNED hereby declares that any person(s) employed by the Town of Casco, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived there from has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who would be paid to perform services under this proposal. An example of an indirect interest would be a Town employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for ninety (90) days from their opening. Three (3) complete copies of your bid submission, including any descriptive literature, shall be submitted on the forms provided and sealed in an envelope plainly marked on the outside with the bid's title and number.

In submitting bids under these specifications, bidders should consider all discounts, both trade and time allowed in accordance with this payment policy and quote a net price. The Town is exempt from the State's sales and use tax as well as all Federal excise taxes.

The Town reserves the right to reject any or all bids, to waive any technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.

The Bidder understands that, if the contract is awarded, it will be awarded to the lowest, responsive, and qualified bidder, whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town and the project.

| Town of Casco - 2024 CIP Paving and Street Rehabilitation | | | | | | |
|---|----------|---|------------|-------|-------------|-------|
| Base Bid Form | | | | | | |
| Item No. | Quantity | Item with Unit Bid Price Written in Words | UNIT PRICE | | TOTAL PRICE | |
| | | | Dollars | Cents | Dollars | Cents |
| 202.20 | SY | Pavement Butt Joint | | | | |
| | 95 | @ _____ Per Square Yard | | | | |
| 211.30 | LF | Clean and Reshape Existing Ditch | | | | |
| | 1800 | @ _____ Per Linear Foot | | | | |
| 211.301 | LF | Inslope Ditching | | | | |
| | 4000 | @ _____ Per Linear Foot | | | | |
| 304.15 | CY | Aggregate Base - Type A Gravel | | | | |
| | 235 | @ _____ Per Cubic Yard | | | | |
| 307.33 | SY | Full Depth Recycled Pavement | | | | |
| | 3600 | @ _____ Per Square Yard | | | | |
| 403.207 | TON | Hot Mix Asphalt, 19mm | | | | |
| | 410 | @ _____ Per Ton | | | | |
| 403.210 | TON | Hot Mix Asphalt, 9.5mm, Wearing Course Overlay | | | | |
| | 920 | @ _____ Per Ton | | | | |
| 403.211 | TON | Hot Mix Asphalt, 9.5 mm, Shimming | | | | |
| | 210 | @ _____ Per Ton | | | | |
| 603.17 | LF | 15 Inch Culvert Pipe Option III (Driveway Culverts) | | | | |
| | 175 | @ _____ Per Linear Foot | | | | |

| Town of Casco - 2024 CIP Paving and Street Rehabilitation | | | | | | |
|---|----------|---|------------|-------|-------------|-------|
| Base Bid Form | | | | | | |
| Item No. | Quantity | Item with Unit Bid Price Written in Words | UNIT PRICE | | TOTAL PRICE | |
| | | | Dollars | Cents | Dollars | Cents |
| 603.179 | LF | 18 Inch Culvert Pipe Option III (Roadway Cross Culverts) | | | | |
| | 215 | @ _____ Per Linear Foot | | | | |
| 608.56 | SY | Drive Apron Adjustment | | | | |
| | 465 | @ _____ Per Square Yard | | | | |
| 610.08 | CY | Plain Rip Rap | | | | |
| | 145 | @ _____ Per Cubic Yard | | | | |
| 627.71 | LF | White or Yellow Pavement Marking Line | | | | |
| | 1900 | @ _____ Per Linear Foot | | | | |
| 652.39 | LS | Work Zone Traffic Control | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| 656.75 | LS | Temporary Soil Erosion and Water Pollution Control | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| 659.10 | LS | Mobilization | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES | | | \$ | | | |
| (Written) | | | | | | |
| <p>Any pay items with quantities marked with an asterisk (*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.</p> <p>The undersigned also agrees as follows:</p> | | | | | | |

| Town of Casco - 2024 CIP Paving and Street Rehabilitation | | | | | | |
|---|----------|--|------------|-------|-------------|-------|
| Bid Alternate Form | | | | | | |
| | | | UNIT PRICE | | TOTAL PRICE | |
| Item No. | Quantity | Item with Unit Bid Price Written in Words | Dollars | Cents | Dollars | Cents |
| 201.235 | EA | Remove Single Tree and Stump | | | | |
| | 10 | @ _____ Per Each | | | | |
| 202.203 | SY | Pavement Butt Joint | | | | |
| | 60 | @ _____ Per Square Yard | | | | |
| 206.70 | CY | Structural Rock Excavation | | | | |
| | 200 | @ _____ Per Cubic Yard | | | | |
| 211.30 | LF | Clean and Reshape Existing Ditch | | | | |
| | 1620 | @ _____ Per Linear Foot | | | | |
| 211.301 | LF | Inslope Ditching | | | | |
| | 700 | @ _____ Per Linear Foot | | | | |
| 304.15 | CY | Aggregate Base - Type A Gravel | | | | |
| | 60 | @ _____ Per Cubic Yard | | | | |
| 307.331 | SY | Full Depth Recycled Pavement | | | | |
| | 1750 | @ _____ Per Square Yard | | | | |
| 403.207 | TON | Hot Mix Asphalt, 19mm | | | | |
| | 205 | @ _____ Per Ton | | | | |
| 403.210 | TON | Hot Mix Asphalt, 9.5mm, Wearing Course Overlay | | | | |
| | 105 | @ _____ Per Ton | | | | |

| Town of Casco - 2024 CIP Paving and Street Rehabilitation | | | | | | |
|---|----------|---|------------|-------|-------------|-------|
| Bid Alternate Form | | | | | | |
| Item No. | Quantity | Item with Unit Bid Price Written in Words | UNIT PRICE | | TOTAL PRICE | |
| | | | Dollars | Cents | Dollars | Cents |
| 603.169 | LF | 15 Inch Culvert Pipe Option III (Driveway Culverts) | | | | |
| | 150 | @ _____ Per Linear Foot | | | | |
| 603.179 | LF | 18 Inch Culvert Pipe Option III (Roadway Cross Culverts) | | | | |
| | 300 | @ _____ Per Linear Foot | | | | |
| 608.56 | SY | Drive Apron Adjustment | | | | |
| | 85 | @ _____ Per Square Yard | | | | |
| 610.08 | CY | Plain Rip Rap | | | | |
| | 135 | @ _____ Per Cubic Yard | | | | |
| 615.07 | CY | Loam | | | | |
| | 10 | @ _____ Per Cubic Yard | | | | |
| 652.39 | LS | Work Zone Traffic Control | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| 656.75 | LS | Temporary Soil Erosion and Water Pollution Control | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| 659.10 | LS | Mobilization | | | | |
| | 1 | @ _____ Per Lump Sum | | | | |
| TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES | | | \$ | | | |
| (Written) _____ | | | | | | |
| <p>Any pay items with quantities marked with an asterisk (*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.</p> <p>The undersigned also agrees as follows:</p> | | | | | | |

NOTE THAT THERE ARE TWO (2) SEPARATE BID CONTRACTS FOR THIS PROJECT:

- 1. BASE BID**
- 2. BID ALTERNATE**

THIS PROJECT WILL INCLUDE TWO (2) SEPARATE CONTRACTS, BUT THE BASIS OF AWARD IS FOR THE SUMMATION OF THE LOWEST BID FOR BOTH CONTRACTS.

| BASIS OF AWARD FORM 2024 CIP PAVING AND STREET REHABILITATION CASCO, MAINE | |
|---|-----------|
| Total of BASE BID (Written in Numbers) | \$ |
| Total of BID ALTERNATE (Written in Numbers) | \$ |

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the MaineDOT Standard Specifications, Revision of March 2020.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions. Further, that monies will be deducted as liquidated damages at the rate specified in Subsection 107.7.2 "Schedule of Liquidated Damages" for each day that the work shall remain uncompleted after the time herein specified for completion of the work. If inclement weather occurs, the Town reserves the right to extend the date for completion of work. All costs related to suspending and resuming work related to approved suspensions will be considered incidental to the contract. If work extends beyond the completion date, Contractor shall hold the unit prices in the bid form.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the Town may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the Town will accept, in writing, one of the proposals made, or reject all proposals made, within ninety (90) calendar days after the date of opening of the proposals.

FOURTH: The Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the work. The Bidder is aware of the general nature of the work to be performed by Owner and others at the site that relates to the work for which this Bid is submitted as indicated in the Contract Documents. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

FIFTH: The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Bidder and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

The undersigned declares that any person(s) employed by the Town of Casco, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a Town employee who would be paid to perform services under this proposal. An example of an indirect interest would be a Town employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this _____ day of _____, 2024

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

Social Security # _____

E-mail address: _____

(Signatures for a Firm, Partnership or Corporation on next page.)

PROPOSAL (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

E-mail _____ address: _____

Federal _____ Tax _____ ID _____ No. _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____
(name) (title)

Business Address _____

Federal _____ Tax _____ ID _____ No. _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____

Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public - Signature and Seal

Notary Public -Printed Name/Commission Expiration Date

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
Corporation, which records are in my legal custody.

Officer having custody of the records
_____, SS

Before me appeared, _____,
_____ of the _____ Corporation, and
made oath that the above statement is true.

Date: _____

Notary Public - Signature and Seal

Notary Public -Printed Name/Commission Expiration Date

IDENTIFICATION OF PERSONS INTERESTED IN BID

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

| | Name and Address of Supplier | Products to be Supplied |
|---|------------------------------|-------------------------|
| 1 | _____ | _____ |
| 2 | _____ | _____ |
| 3 | _____ | _____ |
| 4 | _____ | _____ |
| 5 | _____ | _____ |
| 6 | _____ | _____ |
| 7 | _____ | _____ |

| | Name and Address of Contractor | Service or Trades to be Supplied | Anticipated \$ Amount |
|---|--------------------------------|----------------------------------|--------------------------|
| 1 | _____ | _____ | _____ |
| 2 | _____ | _____ | _____ |
| 3 | _____ | _____ | _____ |
| 4 | _____ | _____ | _____ |
| 5 | _____ | _____ | _____ |
| 6 | _____ | _____ | _____ |
| 7 | _____ | _____ | _____ |

**ALL BIDDERS SHALL SUBMIT A LIST OF SIMILAR
PROJECTS & REFERENCES WITH THE BID PROPOSAL**

Provide a list of at least three projects and references for similar projects that have been completed in the past three years. The Town may contact references to confirm experience. Reference information shall include Town/entity name, contact name & title, phone number, email address (if possible).

| Project Name & Description | Contact Information |
|---------------------------------------|-----------------------------------|
| 1. | Name: Phone: Email: |
| 2. | Name: Phone: Email: |
| 3. | Name: Phone: Email: |
| 4. | Name: Phone: Email: |
| 5. | Name: Phone: Email: |

**ALL PAVEMENT MIX DESIGNS SHALL BE ATTACHED SUBMITTED
WITH THE BID PROPOSAL**

(Insert copy of all pavement mix designs Contractor plans to use for the project.)

Name and Address of Supplier

Products to be Supplied

**SAMPLE
AGREEMENT BETWEEN THE
TOWN OF CASCO
AND
(CONTRACTOR)**

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **TOWN OF CASCO**, a body politic and corporate, (hereinafter the "**TOWN**"), and _____, located at _____ (hereinafter the "**CONTRACTOR**").

WITNESSETH

WHEREAS, the **TOWN** did advertise **2024 CIP Paving and Street Rehabilitation**; and
WHEREAS, the **CONTRACTOR** did under date of (insert date), submit a Bid for such work;
and

WHEREAS, after due consideration of all the Proposals, the **TOWN** did award the Bid to the
CONTRACTOR;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other,
the parties covenant and agree as follows:

- I. The **CONTRACTOR** shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of work associated with and in accordance with the Invitation to Bid entitled **2024 CIP Paving and Street Rehabilitation**, dated February 7, 2024 (hereinafter referred to as "Invitation to Bid"), attached hereto as Exhibit A, of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of the Invitation for Bid, the **CONTRACTOR's** Proposal (hereinafter referred to as the "Proposal"), attached hereto as Exhibit B, General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions" (hereinafter referred to as the "Plans"), attached hereto as Exhibit C and made a part hereof; and in conformance with the State of Maine, Department of Transportation Standard Specifications, Revision of March 2020, except as amended herein, and including all current amendments or revisions thereof, (hereinafter referred to as the "Specifications"), attached hereto as Exhibit D, all of which are made a part of this Contract.

The restatement in this Contract of any of the terms of the Invitation to Bid, the Proposal, the Plans and the Specifications shall not be deemed to waive any terms not so restated.

2. It is agreed that the quantities given in the "Schedule of Items" in the Proposal will be used as the basis for determining the amount due under this Contract and for establishing the amount of the required Contract Performance Surety Bond and Contract Payment Surety Bond, and that the amount due under this Agreement so determined is \$_____ (hereinafter referred to as the "Contract Price"). The **TOWN** will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the **CONTRACTOR**. The **TOWN** will pay for the work performed and the materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the unit prices specified in the "Schedule of Items" in the **CONTRACTOR's** Proposal.

3. The **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
4. The **CONTRACTOR** shall supply the **TOWN** with a performance bond, and labor and materials payment bond, each in the amount of \$ _____ guaranteeing one hundred per cent (100%) performance of this Agreement, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.
5. The **TOWN** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to **CONTRACTOR** pursuant to the terms of this Agreement.
6. Prior to the execution of this Agreement, shall produce evidence satisfactory to the **TOWN** of coverage for General Public and Automobile Liability in accordance Section 110 of the MaineDOT Standard Specifications, March, 2020, protecting the **CONTRACTOR** and the **TOWN**, and naming the **TOWN** as an additional insured from such claims, and shall also procure Workers' Compensation insurance. The **TOWN** disclaims any and all responsibility for injury to Contractors, their agents or others while examining the job or at any other time. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.
7. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **TOWN**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorney's fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
8. Upon receipt of executed contracts, bonds, and insurance as required, the **TOWN** will promptly send an executed **TOWN** contract and a "Notice to Commence Work" to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives said Notice and to complete the work within one hundred and seventy (170) calendar days or within time limits given in the special provisions. The time set for such completion may be extended only by written consent of the Town Manager of the Town of Casco (hereinafter referred to as the "**DIRECTOR**").
9. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the **TOWN**) and promptly discharged by the **CONTRACTOR** at its own expense. The **TOWN** may require the **CONTRACTOR** to provide a bond satisfactory to **TOWN** and indemnify it against any lien and as substitution in place of a lien.

If the **CONTRACTOR** should fail either to defend the **TOWN** against the lien or to discharge it, then the **TOWN** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **TOWN**, the **CONTRACTOR** will promptly reimburse the **TOWN** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **TOWN**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.
10. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **TOWN** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **TOWN** under this Contract.

TOWN inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.

11. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible **TOWN** official will be final and binding.
12. The **CONTRACTOR** shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
13. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **TOWN** on a monthly basis. Payment for such services shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **DIRECTOR**.
14. **TOWN** shall withhold five percent (5%) of each invoice amount as retainage until Work is completed and accepted by **TOWN**.
15. The **TOWN** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
16. The **TOWN** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **TOWN** for convenience, the **TOWN** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.

This is only a Sample Agreement; the final Agreement between the Town and the Contractor will be drafted by the Town's Corporation Counsel, and could contain other terms and conditions required by that office.

IN WITNESS WHEREOF, the said **TOWN OF CASCO** has caused this Agreement to be signed and sealed by its Town Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____ thereunto duly authorized, the day and year first above written.

WITNESS:

WITNESS:

TOWN OF CASCO

By: _____
Anthony Ward, Town Manager

By: _____

(Print or type name)

Its _____

Date:

Addressee:

RE: NOTICE OF AWARD – 2024 CIP Paving & Street Rehabilitation

Dear _____,

Your firm has been awarded the contract for the subject project for your total low bid of \$_____. This letter will serve as notice of award and that the contract documents are ready for signature.

A pre-construction conference will be scheduled for a later date, in the Town Office, 635 Meadow Road, Casco, Maine. Please be prepared to execute the contract within twelve (12) calendar days of this letter. You must have your firm's corporate seal on your person at the time of execution.

Separate performance bond and labor and materials payment bonds, each in the full amount of the Bid, guaranteeing one hundred percent (100%) performance of the project, including the guarantee period and free and clear of any and all liens, attachments and encumbrances, shall be executed and presented for approval. All such bonds shall comply with the requirements of Maine State Law.

Certificates of insurance evidencing Public Liability Insurance coverage and Automobile Insurance coverage in accordance Section 110 of the MaineDOT Standard Specifications, protecting the Contractor and the Town, and naming the Town as an additional insured from such claims, and shall also procure Workers' Compensation insurance. The Town disclaims any and all responsibility for injury to Contractors, their agents or others while examining the job or at any other time. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.

Should you have any questions pertaining to the above, please contact me at 207-627-4515.

Very truly yours,
TOWN OF CASCO

Anthony Ward
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged and a copy returned to the Town of Casco.

By _____ Title _____

this the _____ day of _____, 20 _____.

Date:

Addressee:

**NOTICE TO COMMENCE WORK
RE: 2024 Paving & Street Rehabilitation**

Dear _____,

You are hereby notified to commence work in accordance with the Agreement dated _____, 20_____, on or before _____, 20_____, and you are to complete the work within _____ consecutive days thereafter. The date of completion of all work is therefore _____.

Very truly yours,
TOWN OF CASCO

Anthony Ward
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the Above **NOTICE TO COMMENCE WORK** is hereby acknowledged by:

_____ this the _____ day of _____, 20_____.

By: _____

Title: _____

Date:

Addressee:

RE: 2024 CIP Paving & Street Rehabilitation

Dear _____,

The subject project was inspected on _____, by _____
_____ and was found to be fully completed in accordance with the contract plans and specifications.

The work is hereby approved and accepted by the Town of Casco as of _____, which begins the one-year guarantee period. At this point it is essential that the Town is provided with the attached statement and lien waiver *(as well as subcontractor/supplier lien waivers) certifying that all the obligations for equipment rentals, materials and supplies purchased, and labor employed on this project have been discharged. If you have any questions, please feel free to call me at 207-627-4515.

Yours truly,
TOWN OF CASCO

Anthony Ward
Town Manager

Attachment
pc:

**WAIVER OF LIEN
MATERIAL OR LABOR**

State of _____

County of _____

To all whom it may concern:

The undersigned _____ has been employed to furnish
_____ for the project known as **2024 CIP Paving & Street**

Rehabilitation, Town of Casco, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of \$ _____ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said _____ for said building and premises.

This Waiver of Lien shall become effective upon the issuance of a check by the Town of Casco payable to _____ in the amount of _____.

Given under oath, my hand and seal this _____ day of _____, 20 ____.

By: _____

(print or type name)

Its _____

Notarized: _____ this _____ day of _____,
20 _____.

My commission expires:

WAIVER OF LIEN
(Subcontractor/supplier/employee)

The undersigned has performed labor and furnished materials and/or performed services for
(CONTRACTOR) _____

on behalf of the Town of Casco, in performance of the Contractor's agreement of

(DATE) _____ with the Town of Casco for the **2024 CIP Paving & Street Rehabilitation**.

In consideration of the sum of \$ _____, the undersigned hereby waives all rights and liens, including, but not limited to, liens pursuant to 10 M.R.S.A. Sec. 3251, et. seq., which the undersigned may now or hereafter claim or assert against the above described building, appurtenance, wharf, pier and/or land; the above-described project; and the Town of Casco.

This Waiver of Lien shall become effective upon the issuance of a check by _____
_____ payable to _____
in the amount of \$ _____.

IN WITNESS WHEREOF the undersigned has hereto set its hand this _____ day of _____, 20_____.

By: _____
(print or type name)

Its _____

State of Maine
_____, ss

Before me appeared _____ and acknowledged that the signature to the preceding waiver is his/her signature in his/her official capacity.

Date: _____

Notary Public - Signature and Seal

Notary Public -Printed Name/Commission Expiration Date

STANDARD SPECIFICATIONS

The Town of Casco, Maine has adopted for this project the "State of Maine, Department of Transportation Standard Specifications, Revision of March 2020", including all current additions or modifications thereof.

Federal wage rates, DBE utilization and other federal contract requirements in Section 100 shall not apply to this contract.

The Contract Agreement, Special Provisions and Supplemental Specifications contained hereinafter shall take precedence and shall govern in any case of conflict with the Standard Specifications.

Unless otherwise noted in the Supplemental Specifications, the description of work, method of measurement, and basis of payment for each specification section pertains to the bid included in this contract and specifications.

SPECIAL PROVISIONS

The following Supplemental Specifications and Special Provisions shall amend the "State of Maine, Department of Transportation Standard Specifications, Revision of March 2020". 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 that are for additional items not covered in the Standard Specifications.

1. Working 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. The definition of work for this specification shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

2. Utility Coordination

The project includes construction in close proximity to water and gas utility service and transmission lines. The Contractor will be responsible for notifying utility representatives 72 hours in advance of all ditching excavation and paving operations. The Contractor will be responsible for all utility coordination, protection of existing infrastructure and any damages to existing utilities as a result of the work, at no additional cost to the Town.

3. Notification of Residents and Businesses

Residents and businesses shall be notified sufficiently in advance of any construction affecting the resident's driveway to allow adequate time for removal of personal vehicles.

4. Traffic Signs

All existing traffic signs shall be protected during construction. If a sign is required to be removed to complete the work, the Contractor shall protect the sign from damage while in his possession and shall repair, at no additional cost to the Town, any damages cause by his operations. Signs that are removed shall be reset in the exact location from which it was removed.

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

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

5. Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project, which are not called to be removed. Any trees damaged by the Contractor's operations shall be repaired using approved tree dressing or paint in accordance with the appropriate provisions of Section 201 of the Standard Specifications. Any tree limbs broken or damaged during construction activities will be removed and disposed of by the Contractor at no additional cost to the Town.

6. 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, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. 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.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration. This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

7. Materials

Materials shall meet the requirements specified for the various subsections of the specifications. "Equals" or "Equivalents" shall be at the sole discretion of the Town or their Engineer.

8. Survey

Not anticipated. Any layout will be the responsibility of the Contractor.

9. Sheeting and Bracing

Any sheeting and/or bracing required for the satisfactory installation of drainage and/or sanitary sewerage structures will not be paid for separately but shall be considered as incidental to the appropriate bid item.

10. 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 Standard Specifications.

11. Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the Town 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.

12. Preconstruction Conference

A conference will be held at the Town Office, 635 Meadow Road, Casco, Maine at a mutually agreeable time between the Town and Contractor, and after the awarding of the contract. At this time, the Contractor will be required to submit a schedule and a plan for the proposed work activities. Town officials and representatives of the various utility companies involved in the project may 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.

13. Schedule of Operations

The Contractor shall submit 3 days prior to the pre-construction meeting a detailed schedule showing the priority sequencing, critical path items, milestones, and scheduling of the work. This schedule must show sufficient detail to ensure compliance with the established completion dates. Updates will be required as work progresses. In the event of a schedule change, mobilization of a field crew, or relocation of field crew to a different area, the Contractor shall notify the Town and utility companies immediately of the change. Under no circumstances shall the Contractor, including subcontractors, perform site work under the contract without first notifying the Town.

14. Setting of Pipes to Line and Grade

If laser beam equipment is used for laying storm drain and/or sanitary sewer pipe, frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, batter boards are to be set

at maximum twenty-five foot (25') intervals and grades transferred to the boards with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

15. Extent of Open Excavation

The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area.

16. Traffic Officers

Traffic control shall be the responsibility of the Contractor. Traffic control flaggers shall be retained/subcontracted by the Contractor and shall be considered incidental to the performance of the work included in this contract.

17. 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. He 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. All paving operations including driveway adjustments shall be completed within four weeks of preparing a street for paving.

The Contractor shall be required to construct his roadway subbase concurrent to his trench backfilling operation if street is not being reconstructed.

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.

18. Dust Control for Street

Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

19. Trench Pavement Replacement

The Contractor shall be responsible for repairing any trench pavement that has experienced excess settlement, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or recutting pavement as required. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond. This work shall be done at no additional cost to the Town.

20. Questions/Clarifications Regarding Plan and Documents (During Construction)

Questions from prospective bidders relative to this Contract shall be directed in writing to:

Town of Casco
635 Meadow Road
Casco, ME 04015
Tel. (207) 627-4515

21. Records

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 all changes and additions made during construction. Final payment will not be made until the Engineer receives copies of the required information.

22. 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 Town.

23. Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work. Strict adherence to Sections 106 and 401 of the Maine Department of Transportation Standard Specifications will be required for all subgrade and subbase/base operations.

If required, in-place density tests of the backfill material will be conducted by an independent testing laboratory. The amount and frequency of testing will be determined at the time of construction. A minimum of one density test per 100 feet of trench may be required. The Contractor shall be responsible for procuring and paying for the testing services. Satisfactory compaction shall be a minimum of 90% of the maximum density for the embankment and a minimum of 95% of the maximum density for gravel base course and subbase gravel course.

The use of an independent testing laboratory, by the Contractor, shall receive prior approval from the Town Inspector.

The Town and the Contractor will review quantities on a routine basis to ensure accuracy and account for all work completed. The Contractor shall be responsible for keeping accurate records of itemized quantities on a per street basis. The Contractor shall submit these records to the Town with each request for payment.

The Town or its Inspector may make periodic visits during construction. The Contractor shall allow the Inspector access to make any necessary measurements, temperature readings, take samples and make other pertinent inspections of the work to ensure that the work is being completed in accordance with the Contract Documents.

24. Sanitary Facilities

The Contractor shall provide self-contained toilet units in sufficient numbers for the use of all persons involved in the work.

25. Bids

No bids shall be withdrawn within a period of ninety (90) days after the opening of the bids.

26. Subsurface Soils Information

No subsurface information has been obtained by the Town as part of this project.

SUPPLEMENTAL SPECIFICATIONS

SECTION 101 - CONTRACT INTERPRETATION

Scope of Section

This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

101.2 Definitions

Chief Engineer

The definition in the Standard Specifications shall be deleted and replaced with the following. Chief Engineer shall mean the Town of Casco, acting directly or through his or her duly authorized representatives, who are responsible for the design of the project.

Commissioner

The definition in the Standard Specifications shall be deleted and replaced with the following: Commissioner shall mean the Town of Casco.

Department

The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the Town of Casco, or its duly authorized representative.

101.2.1 Additional Definitions

Treasurer – State of Maine

Whenever the words “Treasurer – State of Maine” or the words or phrases which, by context or usage are clearly intended to mean the same thing, appear in the Standard Specifications, Special Provisions, or in or on any plan or other Contract Document, they shall mean the Town of Casco.

SUPPLEMENTAL SPECIFICATIONS

SECTION 102 - BIDDING

Scope of Section

This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids.

102.1.1 Basic Requirements

This section is amended by the removal of the following:

(A) comply with the Prequalification Procedure adopted by the Department

102.1.4 Qualifications of Bidder

The following paragraph will be added as Section 102.1.4: The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The Town reserves the right to reject any or all bids if it would be in the public interest to do so. "The Town reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to the Town."

Pursuant to Town procurement policy and ordinance, the Town is unable to contract with businesses or individuals who are delinquent in their financial obligations to the Town. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the Town must do one of the following: bring the obligation current, negotiate a payment plan with the Town's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

102.3 Examination of documents, site and other information

This subsection shall be amended by the addition of the following paragraph: Plans, Specifications and Proposal Forms may be seen at the Town Office, 635 Meadow Road, Casco Maine.

102.5.1 Questions from Bidders

This subsection shall be amended to read as follows: Questions regarding this bid shall be made in writing only and be sent to 300 Southborough Drive, Suite 200, South Portland, ME 04106, being received no later than three working days prior to the bid opening. They may be hand delivered, mailed, or e-mailed to whollen@gorrillpalmer.com. Questions that result in modifications to the bid's specifications will be in the form of a written addendum and sent to all bid holders registered with Gorrill Palmer.

No oral interpretation will be given to the contract documents.

102.5.2 Bidder's Duty to Notify Department If Ambiguities Discovered

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the Bid Documents, Geotechnical Information, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Bid Contact Person immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

102.6 Bid Guarantee

This section, second paragraph, shall be modified to read as follows:

The Bid Guarantee must be: (A) in the amount specified in the Notice to Bidders and the Bid Documents; (B) made payable to the "Town of Casco"; and (C) one of the following types: a Bid Bond conforming to the next paragraph, a cashier's check, a certified check, or a United States Postal Service money order.

Add fifth and sixth paragraphs to read as follows:

The Bid Guarantee of apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid Guarantee will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Guarantee of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

The Bid Guarantee of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 90 days after the Bid Opening whereupon Bid Guarantee furnished by such Bidders will be released. Bid Guarantee of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

102.7.1 Location and Time

This subsection shall be amended to read as follows: Each proposal shall be submitted, document intact, in a sealed envelope or electronically to whollen@gorrillpalmer.com. The envelope shall be clearly marked to indicate the name of the Bidder, contract name, bid number and be addressed to the Town of Casco, 635 Meadow Road, Casco, Maine 04015. Proposals may be mailed, delivered in person or submitted electronically, but they shall be filed prior to the time and at the place specified in the Notice to Contractors. Proposals received after the time for opening of bids will be returned to the bidder unopened.

102.7.2 Effects of Signing and Delivery of Bids

This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their proposals.

SUPPLEMENTAL SPECIFICATIONS

SECTION 103 - AWARD AND CONTRACTING

Scope of Section

This Section includes requirements related to the final determination of Bid responsiveness and Award and execution of the Contract.

103.3 Post-Bid Qualification

103.3.1 Pre-Qualification Requirement for Award – Delete this paragraph

103.3.1.1 Notice and Information Gathering

This paragraph shall be modified as follows:

After Bid Opening and as a condition for Award of Contract, the Town may require any of the Bidders to demonstrate to the Town's satisfaction that the Bidder is responsible and qualified to perform the work.

If such qualification is required, the Town will provide the Bidder with written notice to that effect. Such notice will include a description of the reasons why such qualifications is required, and may require the Bidder to provide any information requested.

103.3.2 Notice of Determination

This subsection shall be modified as follows:

The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The Town reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced bid, may be rejected. "The Town reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to the Town."

103.4 Notice of Award

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within ninety (90) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

SUPPLEMENTAL SPECIFICATIONS

SECTION 104 - GENERAL RIGHTS AND RESPONSIBILITIES

Scope of Section

This Section sets forth certain rights and responsibilities of the Department and the Contractor that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract.

104.2.3 Authority of Project Manager and Resident

This subsection shall be amended by the addition of the following paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor issue directions regarding the Contractor's safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6 Utility Coordination

This subsection shall be amended by the addition of the following paragraphs: At points where the Contractor's operations are adjacent to properties of railways, telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

It is anticipated that utility poles will not be relocated prior to commencement of contract work. The Contractor is advised to schedule their work to accommodate the possibility of utility pole and overhead wire obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation, including Town forces, shall make or cause to be made any opening or excavation in a Town Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. He shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved by the owners with or without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

104.5.10 Warranty and Maintenance Bonds

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the Contractor or the Subcontractor for specified items that the Town deems appropriate. The Bond must name the "Town of Casco" as an obligee. The Contractor shall provide a copy of said bond to the Town as part of the projects closeout documentation prior to final acceptance.

SUPPLEMENTAL SPECIFICATIONS

SECTION 107 - TIME

Scope of Section

This Section contains general time-related provisions of the Contract including the Contract Time, allowable Work Times, Schedule Requirements, Liquidation Damages, and Project Closeout.

107.01 Contract Time and Completion Date

Work on this project shall not start until **July 1, 2024**.

Work on this project shall be completed by **September 30, 2024**.

107.7 Schedule of Liquidated Damages

This subsection shall be amended to read that the liquidated damages shall be \$500.00 per day.

SUPPLEMENTAL SPECIFICATIONS

SECTION 108 - PAYMENT

Scope of Section

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

108.2.1 Generation of Progress Payment Estimates

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

Only one (1) progress payment estimate “payment requisition” shall be submitted each month for work performed. Monthly progress payments shall combine all work performed on the roads in the Contract.

Payment requisitions submitted for payment shall be itemized by pay item number and quantities be organized by street and date completed. Failure to submit detailed payment requisitions may result in delayed payment.

108.3 Retainage

This subsection reads as follows: Retainage shall be 5% of the monthly payments claimed until construction is complete. Upon substantial completion, the amount of retainage will be reduced to 2% of the total amount due to the Contractor plus any additional amount necessary to cover punch list items. The final 2% retainage shall be held during the one-year warranty period.

The Town may hold, temporarily or permanently, retainage as needed to reflect amounts due the Town under the Contract and to assure timely Completion of the Work in Conformity with the Contract.

Upon Completion of Physical Work, the Contractor may request that the Town reduce retainage. The Town may grant or deny such request as it deems desirable and prudent. Otherwise, retainage will be held until Final Acceptance.

108.4.1 Price Adjustment for Hot Mix Asphalt

A price adjustment for performance graded binder will be made for the following pay items:

Item 403.207 Hot Mix Asphalt – 19mm, Base Course

Item 403.209 Hot Mix Asphalt – 9.5mm, Hand Placed

Item 403.210 Hot Mix Asphalt – 9.5mm, Wearing Course Overlay

Item 403.211 Hot Mix Asphalt – 9.5mm, Shimming

108.8 Final Quantity Voucher

This subsection is revised by adding the following paragraphs:

Prior to final payment the following shall be accomplished:

- A. The Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
- B. The Contractor shall submit Record Drawings indicating all changes and additions made during construction.
- C. Waivers of Lien shall be provided to the Town for the project.
- D. The Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.

- E. The Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
- F. A Final Acceptance Notification will then be forwarded to the Contractor for the project along with the Final Payment.
- G. The Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract if required.
- H. A Final Clean-up will be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
- I. A Final Acceptance Notification will then be forwarded to the Contractor for the project along with the Final Payment.

SUPPLEMENTAL SPECIFICATIONS
SECTION 110 - INDEMNIFICATION, BONDING, AND INSURANCE

Scope of Section

This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.2 Bonding

This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the Town of Casco, Maine.

110.3 Insurance

This subsection shall be amended to read as follows: Before work is started under the contract, the Contractor will be required to file with the Town of Casco, a Certificate of Insurance, executed by an insurance company or companies satisfactory to the Town and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations:

- A. Workers' Compensation Insurance: With respect to all the operations the Contractor performs and all those performed for him by Subcontractors, the Contractor or the Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
- B. Commercial General Liability: With respect to the operations he performs and also those performed for him by Subcontractors, the Contractor shall carry regular Contractor's Public Liability Insurance, and Contractor's Protective Public Liability Insurance, including underground hazard and collapse each covering bodily injury liability of not less than four hundred thousand dollars (\$400,000.). The insurance certificate shall also name the Town as additional insured on Liability portions (not W/C).
- C. Automobile Liability Insurance: The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, covering bodily injury liability of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of bodily injuries to or death of one person, and covering property damage liability for a limit of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of injury to or destruction of property in one accident or occurrence.
- D. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs (b), (c), and (d) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.
- E. Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.
- F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- G. Compliance: The requirements of this subsection may be met by procurement of insurance covering all work under contract with the Town or may be met by procurement of separate

insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.

- H. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the Town. The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the Town.
- I. Contractual Liability Insurance: The Contractor shall carry Contractual Liability Insurance covering the liability he has assumed under the contract to indemnify and save harmless the Town of Casco, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

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

The provisions of Section 201 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

201.01 Description

This work shall consist of removing trees and stumps (if needed) for ditching excavation.

201.08 Removing Single Trees and Stumps

When called for on the plans or otherwise designated, complete removal and disposal of single trees and stumps shall be required and shall include the backfilling of stump holes.

Trees, which have been uprooted, shall be removed by cutting the tree and removing the stump from the ground or, where approved, the stumps may be placed back in the hole to present a natural appearance. The area shall be graded to conform to the surrounding terrain.

Payment will be made under:

Pay Item

Pay Unit

201.235

Remove Single Tree and Stump

Each

SUPPLEMENTAL SPECIFICATIONS
SECTION 202 - REMOVING STRUCTURES AND OBSTRUCTIONS

The provisions of Section 202 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

202.062 Pavement Butt Joints

The equipment for removing the bituminous surface shall be a cold milling machine or a power operated planer capable of removing the existing pavement to the required depth, width, grade, and slope.

The milled surface shall have a uniform texture and provide acceptable rideability for vehicles. Should resurfacing be delayed, or the resulting milled surface is unsatisfactory for any reason, bituminous leveling course or temporary pavement may be required. The Contractor shall clean the milled surface and surrounding area of all loose material prior to use by traffic. Trimming of all butt joints is incidental to the contract. This item also shall be used to trim around existing structures that are to be matched with new pavement.

The required length of each butt joint shall meet the MaineDOT Standard Details latest revision, March 2020 edition.

202.07 Method of Measurement

Saw cutting pavement is incidental to the contract and shall not require measurement.

| Payment will be made under: | | |
|-----------------------------|---------------------|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 202.203 | Pavement Butt Joint | Square Yard |

SPECIAL PROVISIONS
SECTION 211 – DITCH AND INSLOPE EXCAVATION

The provisions of Section 211 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020" shall apply with the following additions and modifications:

211.01 Clean and Reshape Existing Ditch

Work includes removing earth material from existing inslopes and ditches. Work includes removing earth material from edge of shoulder to the subgrade break or to a depth of 18-inches from roadway grade.

All inslopes shall be built, from edge of shoulder to toe of slope, to provide a 3 horizontal to 1 vertical maximum slope or as directed by the Engineer.

Contractor shall ensure all ditches provide positive slopes.

Contractor shall seed and mulch all ditches. Areas disturbed outside the limits of the ditching shall be restored at no additional cost to the Town.

211.02 Inslope Ditching

Work includes removing earth material from existing inslopes. Work includes removing earth material from edge of shoulder to the subgrade break or to a depth of 18-inches from roadway grade.

All inslopes shall be built, from edge of shoulder to toe of slope, to provide a 3 horizontal to 1 vertical maximum slope or as directed by the Engineer.

Contractor shall seed and mulch all ditches. Areas disturbed outside the limits of the ditching shall be restored at no additional cost to the Town.

211.06 Method of Measurement

All ditching shall be measured by the linear foot along the invert of the ditch.

211.07 Basis of Payment

The accepted quantity of Clean and Reshape Existing Ditch and Inslope Ditching will be paid for at the contract unit price per linear foot. Payment will be full compensation for all excavation, equipment, labor, and materials including seed and mulch required.

| Payment will be made under: | | |
|-----------------------------|----------------------------------|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 211.30 | Clean and Reshape Existing Ditch | Linear Feet |
| 211.301 | Inslope Ditching | Linear Feet |

SPECIAL PROVISIONS
SECTION 304 - AGGREGATE BASE AND SUBBASE COURSE

The provisions of Section 304 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020" shall apply with the following additions and modifications:

304.01 Description

Work shall include shim gravel needed for adjusting existing gravel driveways to grade and shoulder gravel on newly paved roadways.

The Contractor will be responsible for furnishing, placing, grading, and compacting the gravel.

304.07 Basis of Payment

The accepted quantity of gravel will be paid for at the contract unit price per cubic yard. Payment will be full compensation for all equipment, labor, and materials necessary to satisfactorily complete the Work.

| Payment will be made under: | | |
|-----------------------------|----------------------------------|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 304.15 | Aggregate Base - Type "A" Gravel | Cubic Yard |

SPECIAL PROVISIONS
SECTION 307 - FULL DEPTH RECYCLED PAVEMENT

The provisions of Section 307 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

307.12 Basis of Payment

Payment will be for the accepted quantity of Full Depth Recycled Pavement at the contract unit price, which will be full compensation for all labor, materials, and incidentals needed to satisfactorily complete the work. Full Depth Recycled Pavement shall include reclaiming the existing roadway, based upon linear foot of road per full width of roadway, regrading and fine grading, and compacting the roadway matching the existing alignment with uniform cross slopes.

The intent is to keep the reclaim material in the roadway and not generate significant windrows. Any windrows generated from fine grading shall be used for shoulder improvements. Excess windrows shall be removed and disposed of by the Contractor at no additional cost to the Town.

Contractor shall grade reclaim sections to have a 100' minimum transition to match existing pavement grades. Cost for transition sections shall be incidental to item 307.331 – Full Depth Recycled Pavement.

| Payment will be made under: | | |
|-----------------------------|------------------------------|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 307.331 | Full Depth Recycled Pavement | Square Yard |

SPECIAL PROVISIONS
SECTION 401 - PLANT MIX PAVEMENTS - GENERAL

The provisions of Section 401 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020" shall apply with the following additions and modifications:

401.06 Weather and Seasonal Limitation

The Contractor may place pavement up to the completion date specified in Section 107, as long as the temperature constraints in this section are adhered to.

401.11 Preparation of Existing Surfaces

All streets to be paved shall be swept of all debris (sand, leaves, etc.) prior to paving. Any grass or other vegetation growing in the street shall be physically removed (cracks, gutters, etc.) prior to paving. Tack coat shall be applied per section 409.

Where pavement placed under this Contract joins an existing pavement, the existing pavement, when directed by the Engineer, shall be removed a minimum of 1' wide and 1 1/2" deep in order to provide a vertical butt joint. The actual width of the butt joint will be determined by the Engineer. The butt joint shall also be tack coated.

All vertical cuts 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.

Specified compaction of bituminous pavement in all work included in this contract shall be achieved without the assistance of vibratory action of the roller unless otherwise directed.

All work under this section shall be considered incidental to the related contract pay items.

401.19 Quality Control Method D

The Contractor shall submit items for Quality Control Method D. Modified QC Plan shall be submitted to the Town for review and approval. Copies of tonnage slips for each truckload of mix shall be submitted to the Town within 24 hours after each day of paving.

SPECIAL PROVISIONS
SECTION 403 - HOT BITUMINOUS PAVEMENT

The provisions of Section 403 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020" shall apply with the following additions and modifications:

403.01 General

All pavement shall be DOT approved mix.

Contractor shall submit mix designs with bid proposal for review.

403.05 Basis of Payment

A price adjustment for performance graded binder will be made for the following pay items:

Item 403.207 Hot Mix Asphalt – 19mm, Base Course

Item 403.210 Hot Mix Asphalt – 9.5mm, Wearing Course (Overlay)

Item 403.211 Hot Mix Asphalt - 9.5mm, Shimming

Temporary bi-directional pavement markings shall be placed the same day as paving, the cost associated with temporary bi-directional delineators shall be incidental to the 403 items.

Item 409.15 Bituminous Tack Coat shall be incidental to the 403 items and no separate payment shall be made.

Payment will be made under:

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|------------------------|---|------------------------|
| 403.207 | Hot Mix Asphalt, 19 mm | Ton |
| 403.210 | Hot Mix Asphalt, 9.5 mm, Wearing Course (Overlay) | Ton |
| 403.211 | Hot Mix Asphalt, 9.5 mm, Shimming | Ton |

SPECIAL PROVISIONS
SECTION 409 – BITUMINOUS TACK COAT

The provisions of Section 409 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

409.07 Application of Bituminous Material

A tack coat shall be applied to any existing pavement at a rate of approximately 0.03 gal/yd², and on milled pavement approximately 0.055 gal/yd², prior to placing a new course. All joints between existing and new pavement will be tacked. Item 409.15 shall be incidental to the 403 items and no separate payment shall be made.

409.09 Basis of Payment

Item 409.15 Bituminous Tack Coat shall be incidental to the 403 items and no separate payment shall be made.

SPECIAL PROVISIONS
SECTION 419 - SAWING AND SEALING BITUMINOUS PAVEMENT

419.01 Description

The work of this item shall consist of sawing bituminous pavement as shown on the plans, as specified herein and as directed by the Engineer.

419.02 General

All bituminous pavement to be sawed shall be accurately marked before cutting. The marking shall be as directed by the Engineer. Cutting shall be performed with an approved power driven saw with an abrasive blade. Unless otherwise noted or directed, the cut shall be vertical a minimum of 3/8" wide and extend to the bottom of the pavement. Residue or debris from the sawing operation shall be removed immediately and disposed of by the Contractor.

419.03 Method of Measurement

Sawing of bituminous pavement shall be considered incidental to the hot mix asphalt items and no direct payment shall be made.

SPECIAL PROVISIONS
SECTION 603 - PIPE CULVERTS AND STORM DRAINS

The provisions of Section 603 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

603.01 Description

Existing culverts within the project limits shall be reviewed with the Town to determine which culverts need replacement. Culverts shall not be removed or replaced without approval from the Town.

New culverts shall match existing length and grades of existing culverts.

Culvert installation shall include a 6-inch layer of crushed stone bedding below the pipe. Additionally, the culvert shall be backfilled with crushed stone along the sides of the culvert. Crushed stone shall be ¾".

603.02 Materials

Metal pipe shall not be used on the project.

603.12 Basis of Payment

The accepted quantities of pipe for culverts and drains will be paid for at the contract unit price per linear foot. Cost shall include all pavement removal, excavation, bedding material, filter fabric, and backfilling.

Driveways shall be restored with 12-inches of Type A Gravel and 2-inches of 9.5mm HMA pavement (paved driveways only). Existing gravel may be reused if determined suitable. Payment for new gravel and pavement shall be paid for under pay items 304.15 and 608.56, respectively.

| Payment will be made under: | | |
|-----------------------------|--|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 603.169 | 15 Inch Culvert Pipe Option III (Driveway Culverts) | Linear Foot |
| 603.179 | 18 Inch Culvert Pipe Option III (Roadway Cross Culverts) | Linear Foot |

**SPECIAL PROVISIONS
SECTION 608 – SIDEWALKS**

The provisions of Section 608 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of November, 2020" shall apply with the following additions and modifications:

608.01 Description

This work shall consist of the re-construction of paved driveway aprons on a crushed gravel base in accordance with these specifications. Limits of the work where bituminous asphalt pavement will match existing shall be cleanly saw cut prior to demolition operations.

608.02 Materials

Materials shall meet the requirements specified in the following sections.

608.03 Driveway Apron Adjustment

Existing Bituminous: Adjustment to an existing bituminous or concrete driveway apron shall include removal of existing driveway surface material and replacement with hot bituminous pavement. The existing driveway surface material abutting the street shall be removed to an agreed upon point that will achieve positive drainage to the new street grade. Prior to removal, existing surface shall be cut with a pneumatic cutting tool or portable saw in relatively straight lines.

Asphalt for driveway aprons shall be placed in 2 – 1-inch-thick lifts and asphalt shall be Hot Mix Asphalt, 9.5 mm Nominal Maximum as specified in Section 703.09 of the Standard Specifications.

608.05 Method of Measurement

Bituminous driveways including driveway apron adjustment will be measured by the square yard of finished surface, complete in place.

608.06 Basis of Payment

The accepted quantity of driveway apron adjustment will be paid for at the contract unit price bid per square yard complete in place. This price shall include the cost of removal of existing surface material and all labor, new pavement, and other materials and equipment necessary to satisfactorily complete the work. Contractor is responsible for grading and constructing a smooth transition from the existing driveway into the apron.

Payment will be made under:

Pay Item

Pay Unit

608.56 Drive Apron Adjustment

Square Yard

SPECIAL PROVISIONS
SECTION 610 - STONE FILL, RIPRAP, STONE BLANKET,
AND STONE DITCH PROTECTION

The provisions of Section 610 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

610.01 Description

Work shall include furnishing and installing riprap and filter fabric at culvert inlet and outlets. Work shall include excavation and all other preparation work including placing fabric.

Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, sub-rounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Town. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

Riprap shall be placed 18-inches deep in all locations.

610.06 Basis of Payment

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

Riprap used for stone check dams shall be incidental to item 656.75 Erosion Control.

The accepted quantity of riprap will be paid for at the contract unit price per cubic yard. This payment will be full compensation for furnishing all riprap stones, 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 |

SPECIAL PROVISIONS
SECTION 615, 618, 619 – LOAM, SEED, AND MULCH

The Supplemental Specification shall replace Section 615, 618 and 619 of the Standard Specifications:

615.01 Description

This work shall consist of loaming, seeding and mulching areas impacted by ditch work.

615.02 Submittals

Seed Mix: Submit certificate that seed mix meets the specified grass species, proportions and minimum percentages of purity, germination and maximum percentage of weed seed.

615.03 Warranty

Lawns & Seeded Areas: Warranty lawns through specified lawn maintenance period of 1 year. Make necessary repairs to grades, lawn areas and paving required because of seeding repairs or replacements. Such repairs shall be done at no additional cost to the Town.

615.04 Materials

Loam/topsoil: Conform to the requirements of Section 615. Loam shall have a finished depth of four (4) inches, unless noted otherwise on the plans and shall be screened and free of foreign materials greater than 1 inch in every dimension.

Seed mix: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America. Provide seed mixture composed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified.

Mulch:

1. Mechanical method: Provide long fibered hay or straw mulch free from noxious weeds and other undesirable material. Use no material which is excessively wet, decayed or compacted as to inhibit even and uniform spreading. Use no chopped hay, grass clippings or other short fibered material unless approved by the Town.
2. Hydraulic spray method: Provide cellulose fiber mulch consisting of natural wood, recycled paper or humus cellulose fiber containing no materials which will inhibit seed germination or plant growth. Add sufficient quantity of non-toxic water-soluble green dye to provide a definite color contrast to ground surface to aid in uniform distribution

615.05 Execution

Preparation:

1. Planting soil (loam/topsoil) depths shall be not less than 4 inches unless otherwise noted. Loosen subgrade of lawn areas to a minimum depth of 4 inches.
2. Remove stones over 1 ½ inches in any dimensions and sticks, roots, rubbish and other extraneous matter.
3. Limit preparation to areas which will be planted promptly after preparation.
4. Place topsoil and add specified soil amendments and mix thoroughly into the loam.
5. Fine Grading: Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake and drag lawn areas, remove ridges and fill depressions as required to meet finish grades. Remove all lumps, clots, stones, roots and other extraneous matter greater than 1 inch size. Roll to compact topsoil surface sufficient to support pedestrian traffic without leaving footprints greater than ½ inch deep.

6. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
7. Restore lawn areas to specified soil condition if eroded or otherwise disturbed after fine grading and prior to planting.

Cleanup and Protection:

1. During seeding work, keep pavements clean and work areas in orderly condition.
2. Protect seeding work and materials from damage due to seeding operations, other work operations and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged seeding work as directed.

615.06 Limit of Work

Rural areas disturbed by proposed ditch work will not require loam. Loam is intended for use only along residential lawn frontages.

Lawn frontages disturbed by proposed ditch work shall be restored with seed and mulch. All disturbed areas outside the limits of the proposed ditching shall be restored at the Contractor's expense.

615.08 Basis of Payment

The accepted quantity of loam will be paid for at the contract unit price per cubic yard complete in place.

Payment for seed and mulch shall be incidental to pay item 211.30 – Clean and Reshape Existing Ditch. Work shall include all excavation, labor, materials, and equipment necessary to satisfactorily provide seed and mulch in all areas disturbed by Contractor's operations. All costs for watering, furnishing labor and equipment for mowing will not be paid for separately, but shall be considered as incidental to the ditching pay items (211.30 and 211.301).

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|-----------------------------|------|------------------------|
| Payment will be made under: | | |
| 615.07 | Loam | Cubic Yard |

SPECIAL PROVISIONS
SECTION 627 – PAVEMENT MARKINGS

The provisions of Section 627 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March, 2020" shall apply with the following additions and modifications:

627.01 Description

All pavement markings shall match the existing striping layout for each roadway. Contractor is responsible for documenting existing striping prior to pavement overlays.

Pavement markings are anticipated on Quaker Ridge Road.

627.10 Basis of Payment

Removal of existing pavement markings that conflict with the proposed markings will be considered incidental to the other contract items. Temporary bi-directional pavement markings shall be placed the same day as paving, the cost associated with temporary bi-directional delineators shall be incidental to the 403 items.

| <u>Pay Item</u> | | <u>Pay Unit</u> |
|-----------------------------|---------------------------------------|------------------------|
| Payment will be made under: | | |
| 627.713 | White or Yellow Pavement Marking Line | Linear Feet |

SPECIAL PROVISIONS
SECTION 652 - MAINTENANCE OF TRAFFIC
(Traffic Control)

The following shall be added to the end of Section 652.1.1:

The Contractor shall properly maintain any gravel surfaces that are open to the traveling public, which may include grading, compacting, treating with calcium, placement of additional gravel and all other materials, equipment, labor and incidentals necessary. This work shall be considered incidental to item 652.39 Work Zone Traffic Control.

652.7 Method of Measurement

This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment

This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the Contractor to follow the Contract 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or the Contractor's own Traffic Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence. The Department's Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

| Payment will be made under: | | |
|-----------------------------|---------------------------|------------------------|
| <u>Pay Item</u> | | <u>Pay Unit</u> |
| 652.39 | Work Zone Traffic Control | Lump Sum |

SPECIAL PROVISIONS

SECTION 656 – TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.1 Responsibility of the Contractor - Prepare and Follow Plan

The Contractor shall provide continuous and effective temporary soil erosion and water pollution control for the Project that is appropriate to the construction means, methods and sequencing allowed by the Contract and selected by the Contractor. To do so, the Contractor shall prepare and submit a Soil Erosion and Water Pollution Control Plan (SEWPCP) and properly implement its approved SEWPCP. The Contractor shall have its SEWPCP approved, perform a preconstruction field review, and install and certify initial controls before commencing any Work, which could disturb soils or impact water quality.

If the Contractor properly implements its approved SEWPCP, then (1) any Work required in excess of that required by the SEWPCP will be Extra Work, (2) any Delay resulting from any such excess Work will be analyzed in accordance with Section 109.5 - Adjustments for Delay, and (3) the Contractor will not be responsible for damages relating to insufficient soil erosion and water pollution control including the cost of all environmental enforcement actions, penalties, or monetary settlements assessed any environmental regulatory entity and all costs incurred by or through the Department.

If the Contractor fails to prepare, submit, or seek approval of a SEWPCP or fails to properly implement its approved SEWPCP, then (1) the Department may suspend all Work, (2) the Department may withhold all Progress Payments or any portion thereof until the Contractor remedies all deficiencies; (3) the Department may remedy deficiencies with Departmental or contracted forces and deduct the cost thereof from payments otherwise due the Contractor; (4) any delay resulting from such failure or non-compliance will be a Non-excusable Delay; and (5) the Contractor will be responsible for all damages arising from or related to such failure or non-compliance including the cost of all environmental enforcement actions, penalties, or monetary settlements assessed by any environmental regulatory entity and all costs incurred by or through the Department including legal and consulting fees.

656.2 Submittal and Approval of the SEWPCP

Within 21 calendar days of Contract Execution and prior to the start of construction, the Contractor must submit two copies of its SEWPCP to the Resident.

Within 14 days of receipt, the Department will determine if the SEWPCP is in accordance with the Contract requirements and (1) notify the Contractor that its SEWPCP is approved or (2) return it for any needed revisions. If returned for revision, the Contractor must resubmit two copies of its revised SEWPCP as provided above within 7 days and the Department will have 7 days from receipt of the revised plan to notify the Contractor whether its SEWPCP is approved or again requires revision. Additional iterations will occur in a like manner until the Department approves the Contractor's SEWPCP. The Contractor must have its SEWPCP approved and implemented before commencing any Work, which could disturb soils or impact water quality.

SEWPCP REQUIREMENTS

656.3.1 Qualifications of Preparer

The preparer of the SEWPCP must be knowledgeable and experienced in erosion and pollution control and must (1) be a "DEP Certified Contractor" as designated by the Maine Department of Environmental Protection (Maine DEP), or (2) be licensed in Maine as a Professional Engineer, Landscape Architect, or Soil Scientist.

656.3.2 Standards

The SEWPCP must be in accordance with all applicable laws, rules, regulations, permit requirements and conditions, this specification, all other contractual provisions, and the latest version of Department's "Best Management Practices for Erosion & Sedimentation Control" (the "BMP Manual"). In the event of conflicting provisions, the SEWPCP must utilize the more restrictive requirements. If the Work could disturb soils in the watersheds of any sensitive waterbodies identified in the Contract Documents or listed in Appendix A of the BMP Manual, then the SEWPCP must be in accordance with the higher standards for soil erosion and water pollution contained in Section II (B) - "Guidelines for Sensitive Waterbodies" of the BMP Manual.

656.3.3 General SEWPCP Elements

In addition to other requirements provided for or referenced in this specification, the SEWPCP must include the following elements.

- a. The name and qualifications of the person preparing the SEWPCP.
- b. The name of the on-site person, the "Environmental Coordinator", responsible for implementation of the SEWPCP, who must be the Prime Contractor's Superintendent or other supervisory employee with the authority to immediately remedy any deficient controls, with their phone number and emergency number (personal cellular phone or pager).
- c. The schedule and sequence of all activities that involve soil disturbance including work on sites outside the right-of-way such as borrow pit operations, haul roads, staging areas, equipment storage sites, mixing plants, and waste disposal sites including expansion of existing sites.
- d. Incorporation of permanent erosion control features into the project at the earliest practicable time.
- e. Identification of steep slopes and highly erodible soils, with the method and frequency of soil stabilization.
- f. Emergency procedures for storms, including availability of Materials and procedures and time frames for corrective action if controls fail.
- g. A discussion of how the SEWPCP meets or exceeds the Standards and Commitments contained in Section II of the BMP Manual.
- h. Type and location of all temporary erosion and sedimentation control measures. Temporary winter stabilization must be used between November 1 and April 1, or outside of said time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils with some method other than using unanchored hay or straw mulch. Such other methods may include the use of Erosion Control Mix or other covers that are not susceptible to erosion or wind movement. If temporary winter stabilization practices are used, spring procedures for permanent stabilization shall also be described in the SEWPCP.
- i. Mulching type and frequency of application for disturbed soil areas.
- j. Location and frequency of application of temporary seeding.

- k. Description of all dust control procedures for roadways, haul roads, work areas, and all other Contractor activities.
- l. Location and method of temporary sediment control for existing and proposed catch basins and all other drainage inlet and outlet areas.
- m. Describe all in-stream work, with timing and plans for temporary stream diversions and cofferdams.
- n. Describe the design, location, and plans for sedimentation basins used for dewatering cofferdams.
- o. Inspection and maintenance schedules for all erosion and water pollution control measures - temporary and permanent - including the method, frequency and disposal location for sediment removal.
- p. Temporary erosion control features for any designated mitigation site that is specified in the Contract.
- q. Procedures for removal of temporary erosion and pollution controls.

656.3.4 Water Pollution Control Requirements

In addition to other requirements provided for or referenced in this specification, the SEWPCP must include all of the following requirements applicable to water pollution control.

- a. The Contractor must comply with the applicable federal, state, and local laws, and regulations relating to prevention and abatement of water pollution.
- b. Except as allowed by an approved permit or otherwise authorized by the Department in writing, pollutants and construction debris including excavated material, aggregate, residue from cleaning, sandblasting, or painting, cement mixtures, chemicals, fuels, lubricants, bitumen, raw sewage, wood chips, and other debris shall not be discharged into waterbodies, wetlands, or natural or man-made channels leading thereto and such materials shall not be located alongside waterbodies, wetlands, or such channels such that it will be washed away by high water or runoff.
- c. Construction operations in waterbodies or wetlands shall be restricted to the construction limits shown on the plans and to those areas that must be entered for the construction of temporary or permanent structures, except as allowed by approved permit or otherwise authorized by the Department in writing.
- d. Mechanized equipment shall not be operated in waterbodies or wetlands, except as allowed by approved permit or otherwise authorized by the Department in writing.
- e. Upon completion of the work, waterbodies or wetlands shall be promptly cleared of all falsework, piling, debris or other obstructions caused by the construction operations, except as otherwise authorized by the Department in writing.

- f. Spill Prevention. If the Work includes the handling, use, or storage of petroleum products or hazardous Matter/Substances including the onsite fueling of Equipment, the SEWPCP must include a Spill Prevention Control and Countermeasure Plan (SPCCP). At a minimum, the SPCCP must include:
1. The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention and response;
 2. General description and location of (1) handling, transfer, storage, and containment facilities of such products or hazardous Matter/Substances ("activities and facilities") and (2) potential receptors of such products or hazardous Matter/Substances including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 3. Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including containment and diversionary structures, inspections and personnel training;
 4. A contingency response plan to be implemented if spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities, a list of emergency response equipment and locations and a description of the capabilities of the equipment, a description of the general response and clean up protocols by product or Matter/Substances and an overview of the verbal and written notification procedures for federal, state and local officials. For a related provision, see 105.2.2 - "Project Specific Emergency Planning".

For a related provision, see Section 105.8.3 - "Wetland and Waterbody Impacts".

656.3.5 Material Requirements

Unless otherwise approved by the Department, the Contractor must use temporary erosion control Materials contained on the Department's Pre-approved List of Erosion Control Materials if such a list is established, the Department's latest BMP Manual, or Section 717 - Roadside Improvement Materials.

656.3.6 Construction Requirements

In addition to other requirements provided for or referenced in this specification, the SEWPCP must include all of the following requirements applicable during construction.

- a. The Contractor shall install and maintain all temporary erosion control Materials in accordance with the manufacturer's recommendations, or the Department's latest BMP's or Standard Specifications where applicable.
- b. The Contractor shall perform in-stream work during low flow conditions, except as allowed by a specific Permit requirement. During in-stream work, the Contractor shall maintain water flow at all times except in ponded water or where specifically authorized. The Contractor, to the maximum extent practicable, shall place pipes in dry conditions.

- c. The Contractor, to the maximum extent practicable, shall install temporary and permanent erosion control measures prior to conducting clearing and grubbing operations. The Contractor shall not conduct clearing operations within any protected vegetative buffer area indicated in the plans, notes, or special provisions. The Contractor shall limit excavation, borrow and embankment operations commensurate with its capability and progress in keeping the finish grading, mulching, seeding, and other such temporary and permanent erosion control measures current in accordance with its schedule. Should seasonal limitations make such coordination impractical, temporary erosion control measures shall be provided immediately.
- d. The Contractor shall not work in a wetland, except as allowed by a specific permit provision. All equipment which must work in a wetland shall travel and work on platforms or mats that protect vegetation which the Department has designated to remain. The Contractor shall not store or stockpile materials in a wetland. The Contractor shall contain and immediately remove from the wetland or waterbody any debris generated by the work.
- e. The Contractor shall not place uncured concrete directly into a waterbody. The Contractor shall not wash tools, forms, or other items in or adjacent to a waterbody or wetland.
- f. The Contractor shall contain all demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) and shall not allow it to discharge to any resource. All demolition debris shall be disposed of in accordance with Section 202.03 - Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges. The Contractor shall dispose of debris in accordance with the Maine Solid Waste Law, Title 38 M.R.S.A., Section 1301 et. seq. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
- g. The Contractor shall air dry all treated lumber for at least 21 days before use. All treated timber surfaces shall be exposed during air-drying.
- h. The Contractor shall place all permanent seeding in accordance with Section 618 - Seeding unless the Contract states otherwise. The Contractor shall state what additional measures they will employ for soil stabilization between November 1st and April 1st.
- i. The Contractor shall not remove rocks from below the normal high water line of any wetland, great pond, river, stream, or brook, except to the extent necessary for completion of the Work and as allowed by environmental permits. The Contractor shall not work below the high water line of a great pond, river, stream, or brook during periods of elevated water, except as necessary to protect work in progress or for emergency flood control and as allowed by environmental permits.
- j. During periods of approved suspension, the Contractor shall inspect and maintain temporary and permanent erosion controls in accordance with its approved SEWPCP.
- k. All sites of disturbed soil outside the right-of-way such as haul roads, staging areas, Equipment storage sites, mixing plants, and waste disposal sites including expansion of existing sites shall be graded smooth, loamed, seeded, and mulched upon completion of the work. For a related provision, see Section 105.8.6 - Pit Requirements.

IMPLEMENTATION OF SEWPCP

656.4.1 Preconstruction Field Review

Before commencing any Work, that could disturb soils or impact water quality, the preparer of the SEWPCP and the Environmental Coordinator must field review the project. The Contractor shall provide the Department at least three days prior notice of this review.

656.4.2 Preconstruction Installation of Controls/Certification

Before commencing any Work, which could disturb soils or impact water quality, initial soil erosion and water pollution controls must be installed in compliance with the Contractor's SEWPCP and the Environmental Coordinator must so certify to the Department in writing.

656.4.3 Follow Plan

Until Acceptance of the Work, the Contractor must continuously provide soil erosion and water pollution controls in compliance with its approved SEWPCP as amended, if necessary, and in compliance with Section 656.4.5 - Additional Measures/Amendment of SEWPCP.

656.4.4 Inspection and Record Keeping

The Environmental Coordinator must inspect and monitor all controls for the duration of the project and keep a written log. This log must include daily on-site precipitation and air temperature, as well as the performance, failure, and any corrective action for all controls in place. The log must be updated at least weekly and after all significant storm runoff and flood events. The Environmental Coordinator must make this log available to the Department upon request. The Contractor will retain the log for three years after the completion of the project.

656.4.5 Additional Measures/Amendment of SEWPCP

If there exists observable evidence of erosion or sedimentation despite the installation of all controls in compliance with the Contractor's approved SEWPCP, then the Contractor must undertake such additional measures as are necessary to stop such erosion and prevent further erosion or sedimentation. Observable evidence of erosion or sedimentation includes visible sheet, rill, or gully erosion, discoloration of water by suspended particles, areas of sediment accumulation, slumping of banks, deposition of soil, and visible dust. Such additional measures must be undertaken within 24 hours and completed within 48 hours from the time such evidence is observed, unless otherwise authorized by the Department. Within 7 days of that time, the Contractor must submit an amendment to its SEWPCP setting forth the apparent cause of the erosion or sedimentation and the additional measures undertaken and that will continue to be undertaken. If the Contractor complies with the requirements of this Section, all additional measures and the amendment of the SEWPCP will be Extra Work and any Delay resulting from the additional measures will be analyzed in accordance with Section 109.5 - Adjustments for Delay.

656.4.6 Duration of Contractor's Responsibility

The Contractor shall provide temporary soil erosion and water pollution controls in compliance with its SEWPCP and maintain all permanent control features until Acceptance of the Work. Once final surface treatments are established, the Contractor is responsible for removal of all temporary sedimentation control practices such as silt fence. Notwithstanding the preceding sentence, all work needed to remedy damage to properly installed and maintained permanent control features caused by a weather-related Uncontrollable Event shall be Extra Work.

PAYMENT

656.5.1 If Pay Item 656.75 Provided

If the Schedule of Items contains Pay Item 656.75 for Temporary Soil Erosion and Water Pollution Control, payment will be made on a Lump Sum basis, payment of which will constitute full and complete compensation for all labor, equipment, materials, inspection, professional services, and incidentals necessary to prepare, submit, obtain approval of, and properly implement the Contractor's SEWPCP. The Lump Sum will be payable in installments as follows: 10% of the Lump Sum once the final SEWPCP is approved and the initial soil erosion and water pollution controls are in place and certified by the Contractor, with the 90% balance to be paid as the Work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the Contractor to comply with its SEWPCP and/or failure to implement additional measures will result in a reduction in payment, computed by reducing the 90% balance (a) by the number of days deficient divided by the number of days from start of work to project completion or (b) \$100 for each day deficient, whichever is greater. Payment may be further adjusted as provided in Section 656.1 - Responsibility of the Contractor - Prepare and Follow Plan.

Erosion control blankets, silt fence, rip rap, hay bales, dust control, cofferdams and related temporary soil erosion and water pollution materials, labor, equipment and other necessary items are incidental to the Pay Item 656.75.

656.5.2 If No Pay Item

If Pay Item 656.75 is not provided in the Schedule of Items, then the cost related thereto shall be Incidental to the Contract.

| <u>Pay Item</u> | Payment will be made under: | <u>Pay Unit</u> |
|------------------------|--|------------------------|
| 656.75 | Temporary Soil Erosion and Water Pollution Control | Lump Sum |

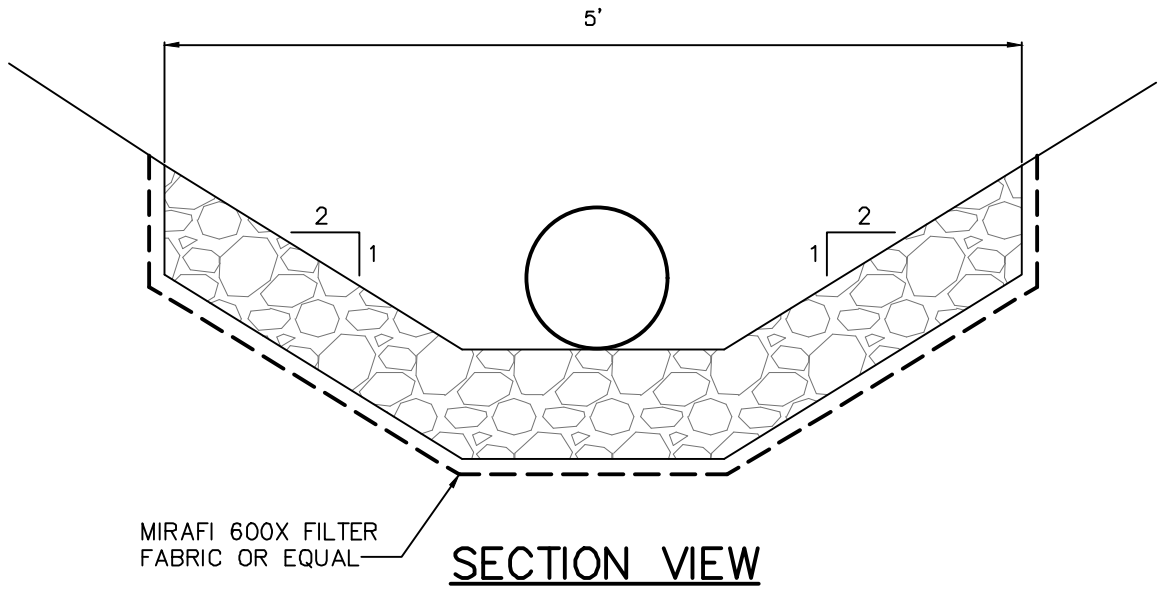
**SPECIAL PROVISIONS
SECTION 659 - MOBILIZATION**

The provisions of Section 659 of the "State of Maine, Department of Transportation, Standard Specifications, Revisions of March, 2020" shall apply with the following additions and modifications:

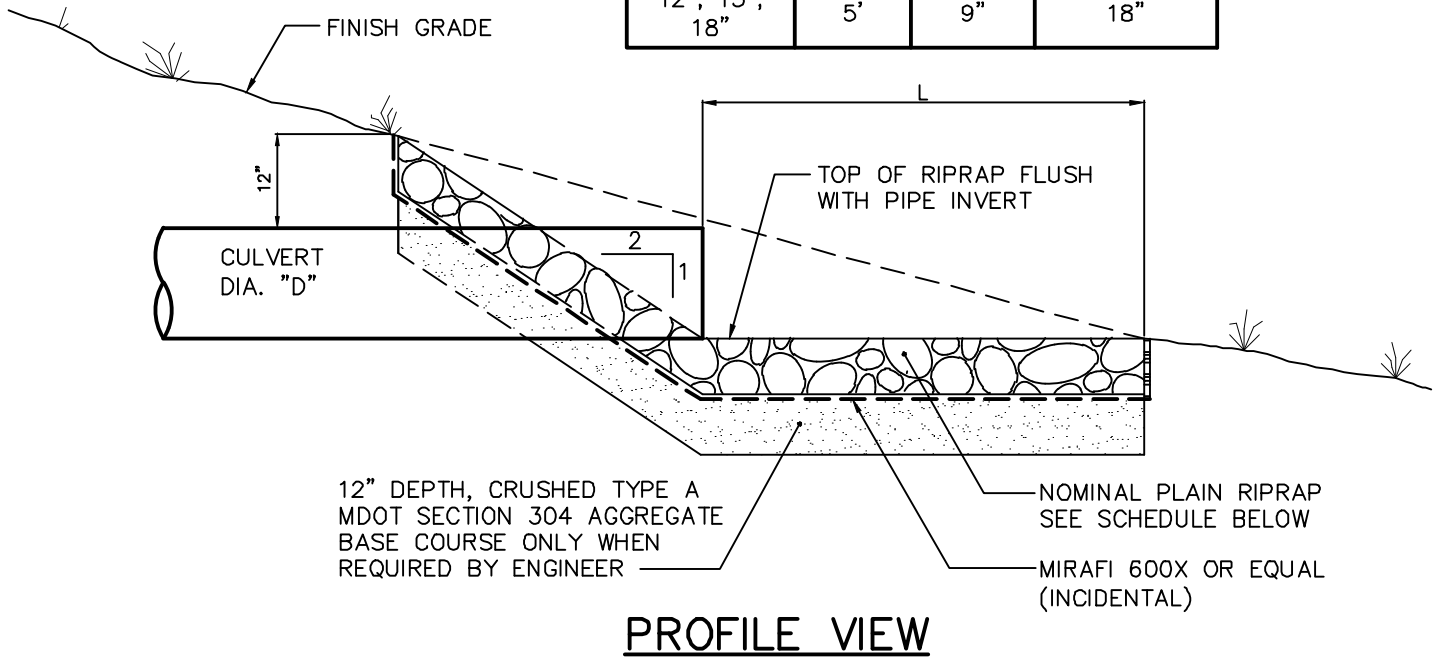
659.02 Basis of Payment

| <u>Pay Item</u> | | Payment will be made under: | | <u>Pay Unit</u> |
|------------------------|--------------|-----------------------------|--|------------------------|
| 659.10 | Mobilization | | | Lump Sum |

APPENDIX A
CONSTRUCTION DETAILS



| SCHEDULE | | | |
|----------------------|------------|-----------|------------------|
| CULVERT DIAMETER (D) | LENGTH (L) | STONE d50 | RIPRAP THICKNESS |
| 12", 15", 18" | 5' | 9" | 18" |



CULVERT INLET/OUTLET APRON

NOT TO SCALE

ROADWAY/DRIVEWAY AREAS ← → LAWN AREAS

NOTES:

ANY ALTERNATE TRENCHING OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE TOWN OF CASCO.

SEE NOTES BELOW

4" LOAM AND SEED

COMMON BACKFILL FROM TRENCH EXCAVATION (INCIDENTAL) OR GRANULAR BORROW (IF ORDERED)

3/4" CRUSHED STONE OR SAND 12" ABOVE TOP OF PIPE.

3/4" CRUSHED STONE FOR PIPE BEDDING TO PIPE SPRINGLINE

ESTABLISHED TRENCH PROFILE

| PIPE DIAMETER, "D" (INCHES) | MIN. TRENCH WIDTH, "A" (FEET) |
|--------------------------------|----------------------------------|
| 4 | 4.0 |
| 6 | 4.0 |
| 8 | 4.0 |
| 10 | 4.0 |
| 12 | 4.0 |
| 15 | 4.0 |
| 18 | 5.0 |
| 21 | 5.0 |
| 24 | 5.5 |
| 27 | 6.0 |
| 30 | 6.0 |
| 36 | 7.0 |
| 42 | 8.0 |
| 48 | 8.0 |

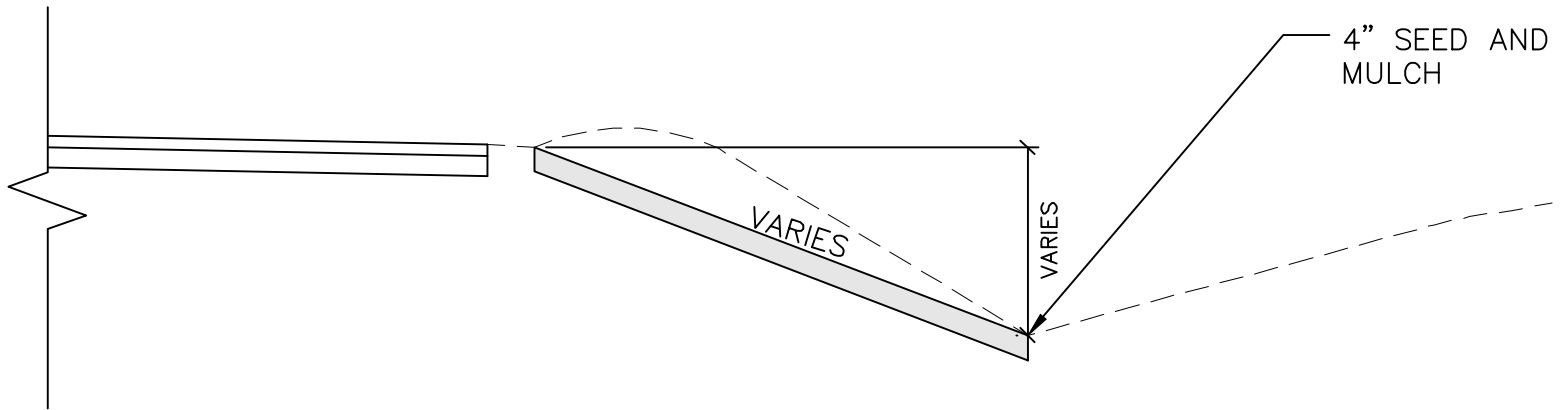
NOTES

SINGLE PIPE (ROADWAY OVERLAY)

1. ALTERNATIVE CONSTRUCTION METHODS OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE TOWN.
2. IN ROADWAY AREAS, CONTRACTOR SHALL MATCH EXISTING GRAVEL DEPTH (18 INCHES MINIMUM) AND EXISTING PAVEMENT DEPTH (3 INCHES MINIMUM).
3. IN DRIVEWAY AREAS, CONTRACTOR SHALL MATCH EXISTING GRAVEL DEPTH (12 INCHES MINIMUM) AND EXISTING PAVEMENT DEPTH (MINIMUM 3 INCHES FOR COMMERCIAL DRIVEWAYS AND MINIMUM 2 INCHES FOR RESIDENTIAL DRIVEWAYS). COST FOR DRIVEWAY RESTORATION SHALL BE CONSIDERED INCIDENTAL TO PIPE PAY ITEMS.
4. DIMENSION "B" SHALL BE SUFFICIENT TO ALLOW CRUSHED STONE BEDDING TO BE PLACED AND COMPACTED UNDER THE HAUNCHES OF THE PIPE; BUT IN ALL CASES "B" SHALL BE AT LEAST 9". COST SHALL BE CONSIDERED INCIDENTAL TO PIPE PAY ITEMS.
5. DIMENSION "A" SHALL BE BASED ON PIPE DIAMETER "D", AS SET FORTH IN THE FOLLOWING TABLE. DIMENSION "A" IS THE MINIMUM WIDTH ALLOWED FOR PROPER GRAVEL AND PAVEMENT COMPACTION. IF NEEDED, GRANULAR BORROW, CRUSHED STONE, AND STRUCTURAL EARTH EXCAVATION COSTS SHALL BE CONSIDERED INCIDENTAL TO PIPE PAY ITEMS.
6. EXISTING PIPE INVERTS SHOULD BE MATCHED.
7. PAVEMENT REMOVAL, EXCAVATION, BEDDING MATERIAL, BEDDING MATERIAL, FILTER FABRIC, AND BACKFILLING SHALL BE CONSIDERED INCIDENTAL TO PIPE PAY ITEMS (PAVED AND SEEDED AREAS).

TYPICAL PIPE TRENCH INSTALLATION

NOT TO SCALE

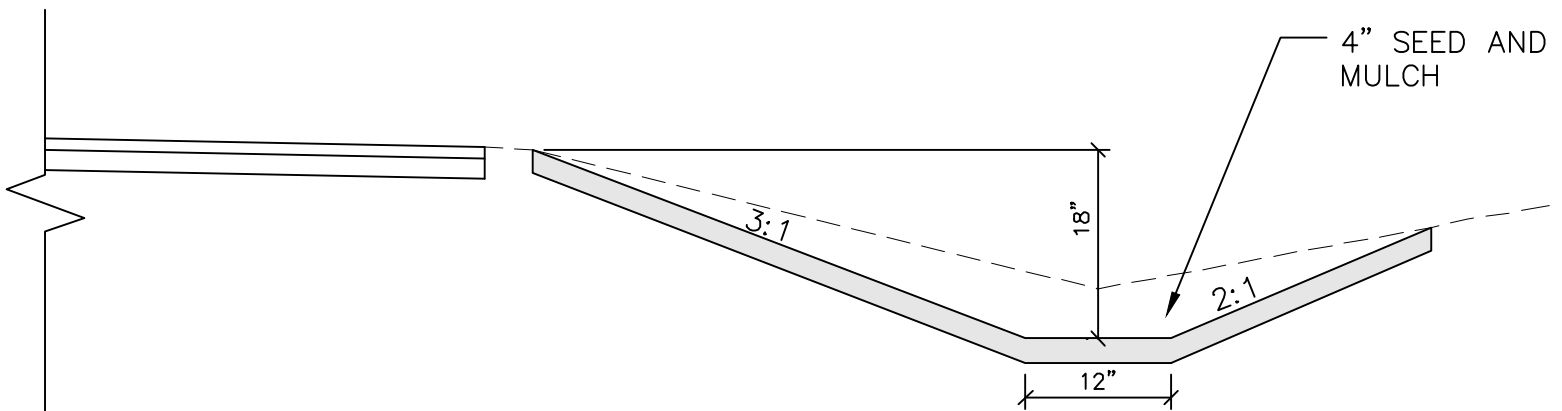


NOTE:

1. STABILIZE DITCHES WITH 4" SEED AND MULCH. LOAM REQUIRED ALONG RESIDENTIAL LAWN FRONTAGES.

INSLOPE DITCH DETAIL

NOT TO SCALE



NOTES:

1. FLOW AREA OF DITCH TO BE LINED WITH EROSION CONTROL BLANKET AND SHALL BE A BIODEGRADABLE DOUBLE NET WOVEN BLANKET WITH JUTE NETTING.
2. STABILIZE DITCHES WITH 4" SEED AND MULCH. LOAM REQUIRED ALONG RESIDENTIAL LAWN FRONTAGES.
3. DITCH DEPTH MAY BE ADJUSTED TO ENSURE POSITIVE DRAINAGE.

CLEAN AND RESHAPE DITCH DETAIL

NOT TO SCALE