

TOWN OF CUMBERLAND

CONTRACT AND SPECIFICATIONS

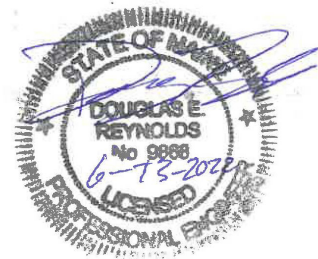
for

**LONGMEADOW ROAD AND OLE MUSKET ROAD
DRAINAGE IMPROVEMENTS**

Dated: June 13th, 2022

Mandatory Pre-Bid Meeting: Thursday, June 30th, 2022 at 3:00 PM

Bids Due: Thursday, July 14th, 2022 at 1:00 PM



**REQUEST FOR BIDS
LONGMEADOW ROAD AND OLE MUSKET ROAD
DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE**

1. RECEIPT OF BIDS

The Town of Cumberland will receive sealed Bids, clearly marked and addressed to: Bid for Longmeadow Road and Ole Musket Road Drainage Improvements, Cumberland Town Manager, Town Hall, 290 Tuttle Road, Cumberland, Maine 04021 until 1:00 pm prevailing local time on July 14, 2022, at which time the Bids will be publicly opened and read aloud. There is a Mandatory Pre-bid Meeting on Thursday, June 30, 2022 at 3:00 PM at Cumberland Town Hall - Council Chambers.

2. PROJECT and SCHEDULE

The project shall consist of all Work necessary to construct the drainage improvements as described in the Bid Documents, which consist of this Request for Bids and Attachments. The Contractor may begin work after a contract is signed, estimated to be within 10 days of bid opening. The Contractor shall complete the work by June 1, 2023. If construction commences on a road (either Longmeadow Road, or Ole Musket Road) prior to November 15, 2022, construction of the road must be completed including shim course of pavement by November 15, 2022.

3. BID FORM

The Bids shall be made on the required Bid Proposal form. All blank spaces for Bid prices shall be completed in ink or typewriter. The Bid price for each item must be stated in words and numerals; in case of conflict, words will take precedence.

4. AWARD OF CONTRACT

The Town of Cumberland reserves the right to reject any or all Bids and to waive any irregularities in this bidding process.

5. CONTRACT DOCUMENTS

The selected Bidder will be expected to enter into a contract agreement in a form acceptable to both the Town and the Contractor. The Agreement will reference this Request for Bids, its attachments, and the submitted Bid Proposal.

The selected Bidder will be expected to execute the Contract within ten (10) days after the notice of award. Failure or neglect to do so shall constitute a breach of the Agreement made by acceptance of the Proposal. The damages to the Town for such breach shall include loss from the delay in the construction program and related costs. The amount of the certified check or Surety Bond accompanying the Proposal will be retained by the Town as liquidated damages for such breach, and the Town's acceptance of the Bid Proposal shall be null and void.

**REQUEST FOR BIDS
LONGMEADOW ROAD AND OLE MUSKET ROAD
DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE
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6. INSURANCE AND BONDS

The Contractor shall provide the following insurance and bonds for the project.

Commercial General Liability Insurance:

Each occurrence limit: \$500,000

General Aggregate: \$1,000,000

Products/ Completed Operations Aggregate: \$1,000,000 to be maintained for one year after Final Completion

Personal and Advertising Injury limit: \$500,000

Comprehensive Automobile Liability Insurance:

Combined Single Limit and Property Damage: \$1,000,000

Bodily Injury \$500,000 each person

Bodily Injury \$500,000 each occurrence

Property Damage \$500,000 each occurrence

Performance and Payment Bonds: Performance and Payment Bonds are required, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents.

The successful Bidder shall be required to furnish the necessary Bonds and Insurance Certificates prior to start of construction. Bid bonds are not required.

7. BASIS OF BID

Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with the foregoing provisions and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8. ATTACHMENTS

The following items are attached and made a part of the Bid Documents:

Bid Form

Project Description and Supplemental Specifications

Plan set titled "Longmeadow Road and Ole Musket Road Drainage Improvements" prepared by Gorrill Palmer Consulting Engineers, dated June 13, 2022

- - - END - - -

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

BID FORM

PROJECT IDENTIFICATION:

**LONGMEADOW ROAD AND OLE
MUSKET ROAD DRAINAGE
IMPROVEMENTS**

THIS BID IS SUBMITTED TO:

Mr. William R. Shane, PE
Town Manager
Town of Cumberland
290 Tuttle Road,
Cumberland, ME 04021

Proposal of

Name

Address

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.

The undersigned having carefully examined the site of work; the Plans; "State of Maine, Department of Transportation, Standard Specifications, Highways and Bridges" (latest revision), including all current amendments or revisions thereof, Supplemental Specifications; Special Provisions; Contract Agreement and Contract Bonds contained herein for the Longmeadow Road and Ole Musket Road Drainage Improvements on which Standard Details Highway and Bridges (latest revision) including all current additions or modifications thereof, General Conditions, Supplemental Specifications and Supplemental Standard Details for Construction (latest revision), MDOT Best Management Practices for Erosion & Sediment Control including all current additions or modifications thereof; proposals will be received until the time specified in the "Request for Bids", this work being situated at the location described in the "Project Description and Supplemental Specifications" of this book, Longmeadow Road and Ole Musket Road Drainage Improvements, 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 "Bid Schedule":

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

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

Date:

Addendum Number

This proposal may be accepted by the Town of Cumberland at any time within ten (10) calendar days after opening of the bids.

(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 cases 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 pay items with quantities marked with an asterisk (*) on the bid sheets are for quantities that 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 price will be used regardless of final quantity.

The Town reserves the right to award the contract based on the Base Bid and any combination of the Base Bid and Bid Alternatives to be determined at the sole discretion of the Town.

BID FORM - BASE BID
LONGMEADOW ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

6/6/2022

BASE BID

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
201.23	EA	REMOVING SINGLE TREE TOP ONLY (PROTECTION OF TREES) @ _____				
	1*	Per Each				
203.20	CY	COMMON EXCAVATION (PLAN QUANTITY) @ _____				
	200	Per Cubic Yard				
203.21	CY	ROCK EXCAVATION @ _____				
	1*	Per Cubic Yard				
203.250	CY	GRANULAR BORROW @ _____				
	1*	Per Cubic Yard				
203.290	CY	CRUSHED STONE @ _____				
	1*	Per Cubic Yard				
304.104	CY	AGGR SUBB COURSE - GRAVEL PLAN QTY. (TYPE D) @ _____				
	110	Per Cubic Yard				
403.207	T	HOT MIX ASPHALT 19 MM HMA @ _____				
	75	Per Ton				
403.210	T	HOT MIX ASPHALT 9.5 MM (SHIM) @ _____				
	200	Per Ton				
603.159	LF	12 INCH CULVERT PIPE OPTION III @ _____				
	640	Per Linear Foot				
603.169	LF	15 INCH CULVERT PIPE OPTION III @ _____				
	475	Per Linear Foot				
604.131	EA	4' DIAMETER CATCH BASIN @ _____				
	18	Per Each				
604.161	EA	ALTERING CATCH BASIN @ _____				
	1	Per Linear Foot				
604.18	EA	ADJUSTING MANHOLE OR CATCH BASIN TO GRADE @ _____				
	6	Per Linear Foot				
604.248	LS	CATCH BASIN TYPE F6 @ _____				
	2	Per Each				

BID FORM - BASE BID
LONGMEADOW ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

6/6/2022

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
605.12	LF	15 INCH UNDERDRAIN TYPE C @ _____				
	525	Per Linear Foot				
609.50	LF	SLIPFORM CONCRETE CURB @ _____				
	2,950	Per Linear Foot				
615.0701	CY	LOAM - PLAN QUANTITY @ _____				
	420	Per Cubic Yard				
618.1401	UN	SEEDING METHOD NUMBER 2 - PLAN QUANTITY @ _____				
	25	Per Unit				
619.1201	UN	MULCH - PLAN QUANTITY @ _____				
	25	Per Unit				
625.143	LF	4 INCH PIPE SLEEVE @ _____				
	1*	Per Linear Foot				
652.39	LS	WORK ZONE TRAFFIC CONTROL @ _____				
	1	Lump Sum				
656.75	LS	TEMP SOIL EROSION & WATER POLLUTION CT @ _____				
	1	Lump Sum				
TOTAL AMOUNT OF BASE BID FOR LONGMEADOW ROAD, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES.						

The pay items with quantities marked with an asterisk (*) on the bid sheets are for quantities that 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 price will be used regardless of final quantity.

BID FORM - BASE BID
OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

6/6/2022

BASE BID

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
201.23	EA	REMOVING SINGLE TREE TOP ONLY (PROTECTION OF TREES) @ _____				
	1*	Per Each				
203.20	CY	COMMON EXCAVATION (PLAN QUANTITY) @ _____				
	100	Per Cubic Yard				
203.21	CY	ROCK EXCAVATION @ _____				
	1*	Per Cubic Yard				
203.250	CY	GRANULAR BORROW @ _____				
	20*	Per Cubic Yard				
203.290	CY	CRUSHED STONE @ _____				
	20*	Per Unit				
304.104	CY	AGGR SUBB COURSE - GRAVEL PLAN QTY. (TYPE D) @ _____				
	85	Per Cubic Yard				
403.207	T	HOT MIX ASPHALT 19 MM HMA @ _____				
	2	Per Ton				
403.21	T	HOT MIX ASPHALT 9.5 MM (SHIM) @ _____				
	240	Per Ton				
603.159	LF	12 INCH CULVERT PIPE OPTION III @ _____				
	100	Per Linear Foot				
603.169	LF	15 INCH CULVERT PIPE OPTION III @ _____				
	250	Per Linear Foot				
604.131	EA	4' DIAMETER CATCH BASIN @ _____				
	9	Per Each				
604.161	EA	ALTERING CATCH BASIN @ _____				
	1	Per Linear Foot				
604.18	EA	ADJUSTING MANHOLE OR CATCH BASIN TO GRADE @ _____				
	1	Per Linear Foot				

BID FORM - BASE BID
OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

6/6/2022

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Total Price	
			Dollars	Cents	Dollars	Cents
605.11	LF	12 INCH UNDERDRAIN TYPE C @ _____				
	360	Per Linear Foot				
605.12	LF	15 INCH UNDERDRAIN TYPE C @ _____				
	270	Per Linear Foot				
609.05	LF	SLIPFORM CONCRETE CURB @ _____				
	2,100	Per Linear Foot				
615.0701	CY	LOAM - PLAN QUANTITY @ _____				
	300	Per Cubic Yard				
618.1401	UN	SEEDING METHOD NUMBER 2 - PLAN QUANTITY @ _____				
	18	Per Unit				
619.1201	UN	MULCH - PLAN QUANTITY @ _____				
	18	Per Unit				
625.143	LF	4 INCH PIPE SLEEVE @ _____				
	1*	Per Linear Foot				
652.39	LS	WORK ZONE TRAFFIC CONTROL @ _____				
	1	Lump Sum				
656.75	LS	TEMP SOIL EROSION & WATER POLLUTION CT @ _____				
	1	Lump Sum				
TOTAL AMOUNT OF BASE BID FOR OLE MUSKET ROAD, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES.						

The pay items with quantities marked with an asterisk (*) on the bid sheets are for quantities that 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 price will be used regardless of final quantity.

BID FORM - BID ALTERNATE 1: FULL DEPTH RECONSTRUCTION
LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

6/6/2022

BID ALTERNATE 1

		Item with Unit Bid Price Written in Words	Unit Price		Total Price	
Item No.	Quantity		Dollars	Cents	Dollars	Cents
203.20	CY	COMMON EXCAVATION (PLAN QUANTITY) @ _____				
	275	Per Cubic Yard				
304.104	CY	AGGR SUBB COURSE - GRAVEL PLAN QTY. (TYPE D) @ _____				
	275	Per Cubic Yard				
651.03	EA	DENSITY TEST @ _____				
	1	Per Each				
TOTAL AMOUNT OF BID ALTERNATE 1, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES.						

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

Base Bid Price Longmeadow Road:

\$ _____

Base Bid Price Ole Musket Road:

\$ _____

Base Bid Total Price:

\$ _____

Bid Alternate I Price:

\$ _____

Signature

Date

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 MDOT Supplemental Specifications (latest revision).

Second: To begin work on the date specified in the Engineer's "Request for Bids" as stated in Subsection 107 of the Supplemental Specifications and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions.

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 ten (10) 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.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

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.

Sixth: The Bidder is aware that the Town of Cumberland will allow residents to install utility line crossings as needed by September 1, 2022. The Bidder agrees to coordinate work as necessary to prevent conflicts with the resident's utility crossings. The shim course of any road shall not be placed prior to September 1, 2022.

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.

Respectfully submitted this _____ day of _____, 2022

NOTICE OF AWARD

TO: _____ PROJECT: Longmeadow Road and

Ole Musket Road
Drainage Improvements
Cumberland, ME

The Owner has considered the Bid submitted by you for the above described Work in response to its Invitation to Bid dated the 13th day of June, 2022 and information for Bidders.

You are hereby notified that your Bid has been accepted for the items in the amount of:

- Base Bid Longmeadow Road \$ _____
- Base Bid Ole Musket Road \$ _____
- Base Bid Total Price \$ _____
- Bid Alternate 1 \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 2022

Town of Cumberland, Maine
(Owner)

By: _____

Title: Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By: _____
(Contractor)

this the _____ day of _____, 20____

By: _____

Title: _____

**AN AGREEMENT BETWEEN THE
TOWN OF CUMBERLAND
AND
CONTRACTOR**

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the Town of Cumberland, acting through and by its Town Manager, located Town of Cumberland, 290 Tuttle Road, Cumberland, ME 04021, and _____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at:

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for the **Longmeadow Road and Ole Musket Road Drainage Improvements** in the Town of **Cumberland**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before May 1, 2023. **If construction commences on a road (either Longmeadow Road, or Ole Musket Road) prior to November 15, 2022, construction of the road must be completed including shim course of pavement by November 15, 2022..**

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \$_____ (words) \$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of March 2020, Standard Details Revision of March 2020; including all current amendments or revisions thereof, Supplemental Specifications; including all current additions or modifications thereof, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of March 2020 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of March 2020, Standard Details Revision of March 2020; including all current amendments or revisions thereof, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**Longmeadow Road and Ole Musket Road Drainage Improvements,
Cumberland,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "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 Supplemental Specifications.

Second: To begin the Work on the date specified in the Engineer's "Request for Bids" as stated in Section 107 of the Supplemental Specifications and to prosecute said work in such a manner as to complete the Work within the time limits given in the Special Provisions of this Contract.

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, on of the proposals made or reject all proposals made within ten (10) 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.

Sixth: The Bidder is aware that the Town of Cumberland will allow residents to install utility line crossings as needed by September 1, 2022. The Bidder agrees to coordinate work as necessary to prevent conflicts with the resident's utility crossings. The shim course of any road shall not be placed prior to September 1, 2022.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

Town of Cumberland

Date

By: William R. Shane, Town Manager

(Witness)

SAMPLE NOTICE TO COMMENCE WORK

Date

Addressee

RE: NOTICE TO COMMENCE WORK – Longmeadow Road and Ole Musket Road Drainage Improvements

Dear

You are hereby notified to commence work in accordance with the Agreement dated _____, 2022, on or before _____, 2022, and you are to complete the work by _____.

Very truly yours,
Town of Cumberland

William Shane, PE
Town Manager

ACCEPTANCE OF NOTICE

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

_____ this, the _____ day of _____, 2022.

By: _____

Title: _____

**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.

Notary Public – Signature and Seal

NOTICE

(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 and Manager)

_____	_____
_____	_____
_____	_____

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

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

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

NOTICE TO PROCEED

TO: _____ PROJECT: Longmeadow Road and Ole Musket

_____ Road Drainage Improvements

You are hereby notified to commence Work in accordance with the Agreement dated the day of ____, 20____, on or before the ____ day of ____, 20____, and you are to complete Work by _____.

The date of completion of all Work is therefore the ____ day of _____, 20____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Dated this ____ day of ____, 20____.

(Owner)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged.

By _____

this the _____ day of _____, 20____

By _____

Title _____

BOND # _____

SAMPLE CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and..... a corporation
duly organized under the laws of the State of and having a usual place of business in
....., as Surety, are held and firmly bound unto
the Town of Cumberland for the use and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)** for the payment
whereof Principal and Surety bind themselves, their heirs, executors and administrators, successors and
assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the Contract to
construct Project Number _____ in the Municipality of _____ promptly
satisfies all claims and demands incurred for all labor and material, used or required by him in connection
with the work contemplated by said Contract, and fully reimburses the obligee for all outlay and expense
which the obligee may incur in making good any default of said Principal, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the
Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly Print Name Legibly

SURETY:

Signature.....

Print Name Legibly Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

..... ADDRESS

.....

TELEPHONE

Longmeadow Road and Ole Musket
Road Drainage Improvements
_____, 2022

IN WITNESS WHEREOF, this instrument is executed in _____
_____, 20____, 20____. (number)
counterparts, each one of which shall be deemed an original, this the _____ day of

ATTEST:

Principal's Secretary

Principal

By _____

[SEAL]

Address _____

Witness as to Principal

Address _____

Surety

ATTEST:

Surety Secretary

[SEAL]

By _____

Witness to Surety

Attorney-in-Fact

Address _____

Address _____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

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

Bond # _____

BOND # _____

SAMPLE CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ and the State of _____, as principal,
and....., a corporation
duly organized under the laws of the State of and having a usual place of business
.....,

as Surety, are held and firmly bound unto the Town of Cumberland in the sum of
_____ and 00/100 Dollars (\$) , to be paid said
Treasurer of the State of Maine or his successors in office, for which payment well and truly to be made,
Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns,
jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in the Contract to
construct Project Number _____ in the Municipality of _____ promptly and
faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State of Maine.

Signed and sealed this day of, 20.... .

WITNESSES:

Signature.....
Print Name Legibly

SIGNATURES:
CONTRACTOR:

.....
Print Name Legibly

SURETY:

Signature
Print Name Legibly

.....
Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

TELEPHONE.....

.....

**PROJECT DESCRIPTION AND SUPPLEMENTAL SPECIFICATIONS
LONGMEADOW ROAD AND OLE MUSKET ROAD
DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE**

The Contractor shall furnish all materials, labor, tools, equipment, and supervision necessary for furnishing and installing the Work required for this project. The Work shall be performed in accordance with the Maine Department of Transportation Standard Specifications, latest edition, except as modified by these Supplemental Specifications. The Town of Cumberland will be the OWNER, and will be substituted for the Department of Transportation in the Standard Specifications for this contract.

The project location is in Cumberland as indicated on the plan sheets.

The project includes the following major items.

1. Installation of drainage infrastructure for Longmeadow Road (1,640' of pipe).
2. Installation of drainage infrastructure for Ole Musket Road (980' of pipe).
3. Shim course of approximately 3,300 total feet of roadway.

The project schedule shall be approved by the Town prior to construction. The project shall start as soon as possible and directed by the Town, and the Contractor shall complete the work by June 1, 2023. If construction commences on a road (either Longmeadow Road, or Ole Musket Road) prior to November 15, 2022, construction of the road must be completed including shim course of pavement by November 15, 2022.

The lump sum bid price will be considered full compensation for the satisfactory completion of all work, including contract administration, and any incidental items.

Supplemental Specifications and Special Provisions

The following Supplemental Specifications and Special Provisions shall amend the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revision of March, 2020 including all current additions or modifications thereof. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

- (1) Supplemental Specifications – modifications, additions, and deletions to the existing Standard Specifications.
- (2) Special Provisions – specifications in the contract which are for additional items not covered in the Standard Specifications.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS CUMBERLAND, MAINE

F-1 Working Hours

No work shall proceed in this project prior to 7:00 A.M. or after 7:00 P.M. (prevailing time) on any weekday. No work shall commence on Saturday prior to 8:00 A.M. or after 6:00 P.M. (prevailing time) and will require Town Approval. No Sunday work or work on Holidays will be allowed on this project. The definition of work for this specification shall include the starting or moving of equipment, machinery, or materials. Any day worked for four (4) hours or more shall be considered a full working day.

F-2 Notification of Residents

The Contractor shall notify residents sufficiently in advance of any construction activities that may affect the resident's driveway to allow removal of personal vehicles.

F-3 Traffic Signs

All existing traffic signs which are to be removed during construction shall be carefully dismounted and the posts removed and shall be stacked in an area approved by the Engineer. The Contractor shall protect the signs from damage and shall repair or replace, at no additional cost to the Town, any damaged sign or post that was damaged as a result of his operations.

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

Prior to the start of any construction work the Contractor and the Engineer shall prepare a mutually acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes. The signs shall be inventoried and reinstalled as soon as possible. This work shall be considered incidental to the project and no direct payment shall be made. All signs shall conform to MUTCD standards, most current edition.

Removing and resetting of existing signs as required shall be considered incidental to the other contract items and no separate payment shall be made.

F-4 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.

F-5 Maintenance of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during the construction and shall erect and maintain 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. The Contractor is responsible for developing a traffic maintenance plan and must obtain approval from the Town and the Engineer prior to beginning construction activities.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS CUMBERLAND, MAINE

All traffic control devices and the traffic control plan must conform to the latest MUTCD standards, current edition.

F-6 Materials

All materials shall conform to the requirements specified in the various subsections of the specifications. Equals shall be approved only prior to the bid opening.

F-7 Survey

The Contractor shall be responsible for establishing and maintaining benchmarks. The Contractor shall employ or retain competent Engineering and/or Surveying personnel to fulfill these responsibilities. The Engineer will provide electronic AutoCAD files for use by the Contractor upon request.

F-8 Sheeting and Bracing

Any sheeting and/or bracing required for the satisfactory installation of drainage infrastructure will not be paid for separately but shall be considered incidental to the appropriate bid items.

F-9 Occupational Health and Safety

The contractor shall perform all work in accordance of the pertinent requirements of the Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

F-10 Preconstruction Conference

A preconstruction conference will be held at a mutually agreeable time and location following the award of the contract. At this time the Contractor shall submit a graphically illustrated construction schedule and a plan showing project activities. In addition to the Contractor, all subcontractors are required to attend. Town officials and representatives of the various utility companies involved in this project will be in attendance.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule and to allow the opportunity to discuss any project difficulties and to promote cooperation during the implementation of the work.

F-11 Schedule of Operations

The schedule mentioned in F-10 above shall consist of a bar chart detailing the following activities:

- Work Plan/Sequencing of Construction

Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e. flow charts, critical path method, etc) are encouraged and will be acceptable to the Town. Updates will be required.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS CUMBERLAND, MAINE

The contractor shall be responsible for meeting the following project milestones:

- Project Complete by June 1, 2023. If construction commences on a road (either Longmeadow Road, or Ole Musket Road) prior to November 15, 2022, construction of the road must be completed including shim course of pavement by November 15, 2022.

F-12 Setting Pipe Line and Grade

If the Contractor elects to use a laser to set line and grade for the drainage pipe, then the equipment shall be frequently checked to verify that it is still accurate and still set to the proper line and grade. Setting pipe grades via the use of "pop" level or a carpenter's level will not be permitted.

F-13 Extent of Open Excavations

The extent of excavation open at any one time shall be controlled by OSHA 1926 Subpart P regulations and by existing conditions and the location of work area. In addition, all open trenches will be backfilled at the end of each work day.

F-14 Traffic Officers

The Contractor shall be responsible for the cost, scheduling and supervision of any necessary Traffic Officers/Flaggers, this work shall be included in Section 652.

F-15 Limits of Operations

The Contractor shall conduct 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 this is essential to public convenience.

Waste and surplus material shall not be stockpiled, but shall be disposed of as designated in the Specifications.

F-16 Dust Control

Calcium Chloride (CaCl) shall be spread only on disturbed unpaved areas. CaCl shall not be spread on paved areas that are covered by granular materials. Paved areas shall be swept clean of all granular material as directed by the Engineer. Dust on paved areas shall be controlled by water sprinkling prior to sweeping. This work shall be included in Section 656.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

F-17 Questions Regarding Plans and Documents

Questions regarding this Contract may be directed in writing to:

Gorrill Palmer
Doug Reynolds, P.E.
Project Manager
707 Sable Oaks Drive
Suite 30
South Portland, ME 04106
Phone: 207-329-5584
dreynolds@gorrillpalmer.com

All questions must be received in writing at least three (3) days prior to the bid opening date. Responses from the Engineer that substantially alter this bid will be issued in the form of a numbered addendum that will be posted on the Town's website. It is the Bidders' responsibility to check the website for Addenda less than 24 hours prior to the bid opening. Addenda, if any, must be acknowledged in the submitted Bid Proposal.

F-18 Record Drawings

The Contractor shall keep daily records of all changes in the work and elevations to inverts. Upon completion of the project, the contractor shall deliver to the Engineer a marked-up set of plans with all changes and required information indicated in red. Final payment is contingent with the delivery of the As-Built drawings.

F-19 Waste Material

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

F-20 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during the performance of the work. Particular attention to compaction shall be paid during backfilling operations. Strict adherence to Sections 203.11 and 304.04 of the Standard Specifications will be required for all sub-grade and sub-base operations.

The contractor shall provide one gradation and proctor per 1000 cubic yards of each material used on the project. A minimum of one gradation and proctor per type of material used shall be provided. Gradations and proctors shall be completed by an independent testing lab. The testing shall be incidental to the other contract items. The Town reserves the right to complete their own gradations and proctors of materials and any failing tests will be means for rejection of materials.

The contractor shall also be responsible for in-place density tests of all materials used and shall be conducted by an independent testing laboratory. The density tests will be paid for under the project unit price and the results shall be provided to the Town.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

During paving operations, the paving contractor shall have quality control personnel present for the entire paving operation to check densities. In addition, the paving contractor shall supply copies of their quality control test results within 48 hours after placement of the pavement. The Town reserves the right to complete their own testing of the pavement materials and any failing tests will be means for rejection of materials.

F-21 Sanitary Facilities

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

**SPECIAL PROVISIONS
SECTION 101
CONTRACT INTERPRETATION**

The provisions of Section 101 of the Supplemental Specifications shall apply with the following additions or modifications:

101.2 Definitions

Bid Contact Person: This definition is amended by the following: The reference to the Contract Engineer shall be deleted.

Chief Engineer: This definition is amended by the addition of the following: The words “Chief Engineer of the Department” shall mean the Town Manager, Town of Cumberland, Maine.

Commissioner: This subsection is amended by the addition of the following: Commissioner shall mean the Town Manager, Town of Cumberland, Maine.

Department: This subsection is amended by the addition of the following: whenever the word “Department” or the word “Highway Department” or “Department of Transportation” or the words or phrases which, by context of usage are clearly intended to mean the same thing, appear in the Standard Specifications, Special Provision or in or on any plan or other Contract Document, they shall mean the Town of Cumberland, Maine acting through its Town Manager or through a duly authorized representative.

Engineer: This subsection is revised to read as follows: Town Manager, Town of Cumberland, acting directly or through his duly authorized representatives, who are responsible for the inspection of the construction.

101.2.1 Additional Definitions

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

**SPECIAL PROVISIONS
SECTION 102
BIDDING**

102.1.1 Basic Requirements:

This section is amended by the addition of the following: Subsection A is deleted; prequalification is not required. The following shall be added at the end of section 102.1.1: 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 included any combination of abnormally low or abnormally high unit prices, which results in an unbalanced bid, may be rejected. In addition, the Town of Cumberland reserves the right to negotiate with any bidder if it is deemed in the best interest of the Town to do so.

102.5.1 Questions From Bidders:

This section is amended by the removal of the sentence: General questions relating to the bidding process may be referred to the department's contract section. The numbers and words "48 hours" shall be replaced by the phrase "at least three (3) business days".

102.6 Bid Guaranty

This section is amended by the alteration of the following: Any reference to "Treasurer State of Maine" shall mean Town of Cumberland, Maine.

102.7.1 Location and Time

This section is amended by the following: The sentence "The sealed envelope must be labeled with the Bidder's name, the Project location, and the words "Bid Enclosed"" shall be replaced with; Each proposal shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the bidder, contract name, bid number and be addressed to, Bid for Longmeadow Road and Ole Musket Road Drainage Improvements, Cumberland Town Manager, Town Hall, 290 Tuttle Road, Cumberland, Maine 04021. Proposals may be delivered in person or mailed, but they shall be filed prior to the time and at the place specified in the Advertisement for Bids. Proposals received after the time for opening of bids will be returned to the bidder unopened.

102.12 No Town Employee to be Interested:

The following paragraph shall be added to Section 102: This contract shall be null and void as to the Town of Cumberland if any person employed in any capacity by the Town is either directly or indirectly interested therein.

**SPECIAL PROVISIONS
SECTION 103
AWARD AND CONTRACTING**

103.1.1.1 Basis of Award

The following section shall be added: The Town Reserves the right to award the contract based upon the Base Bid and any combination of the Base Bid and Bid Alternates to be determined at the sole discretion of the Town.

103.3.2. Notice of Determination, section D:

This section is amended by the alteration of the following: the term “Department” shall mean The Town of Cumberland.

103.4 Notice of Intent to Award:

This section is amended by replacing all references to “30 days” with “60 days”

103.5 Award Conditions:

This section is amended by the alteration of the following: the words “Department’s Contract Engineer” shall mean the Town of Cumberland.

**SPECIAL PROVISIONS
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES**

104.2.4 Authority of Residents and Inspectors

This section shall be revised to include the following after the first paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor will issue directions regarding the Contractor's safety precautions or programs; nor will he issue directions relative to or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6.1 Utilities, General

General Information

These special provisions outline the arrangements that have been made for coordination of the work and the utility adjustments as defined in Section 104 of the Supplemental Specifications, which adjustments are to be made by Summit Natural Gas, Central Maine Power Company, Fairpoint, and Spectrum unless otherwise provided. Temporary utility adjustments are not anticipated.

Any times and dates mentioned are estimates only and are dependent on favorable weather, working conditions and freedom from emergencies. The Contractor shall have no claim against the Town of Cumberland if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

All clearing and tree removal, which is part of this contract, must be done by the Contractor in areas where utilities are involved before the utility may relocate their facilities. Any clearing of trees or limbing for the utility relocation shall be marked in the field by the contractor and approved by the Town and the Engineer.

In all cases the Utilities shall be advised well in advance (generally three weeks) before work dependent on other work to be done by the contractor is to be commenced.

104.4.6.2 Utilities

Meeting

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

General Information

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

Overview:

Utility	Aerial	Underground
Central Maine Power Company	X	X
Fairpoint N.E.	X	X
Spectrum	X	X
Summit Natural Gas		X
Portland Water District		X

Temporary utility adjustments are **not** anticipated.

Aerial

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power Company	0				<u>0</u>
Spectrum					<u>0</u>
Fairpoint N.E.					<u>0</u>
Summit Natural Gas					<u>0</u>
Total:					<u>0</u>

Utility Specific Issues:

Summit Natural Gas

No Work Anticipated

Contact – Bryan Haberman

Telephone – (207) 331-6574

Summit Natural Gas

1 Davis Farm Rd

Portland, ME 04103

Central Maine Power

No Work Anticipated

Contact – Skip Mckay

Telephone – (207) 626-9445

Central Maine Power Company

57 Old Winthrop Road

Augusta, ME 04330

Spectrum

No work anticipated.

Contact – Mark Pellitier

Telephone – (207) 253-2222

Spectrum

118 Johnson Road

Portland, ME 04102

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Fairpoint

No work anticipated.

Contact – TBD

Telephone - (207) 878-0854

Fairpoint

5 Davis Farm Road

Portland, ME 04103

Portland Water District

No work anticipated.

Contact – Robert Bartels

Telephone - (207) 774-5961

Portland Water District

255 Douglas Street

Portland, ME 04104

Blasting

In addition to any other notice that may be required, the Contractor shall pay particular attention to any aerial or underground utilities within a blasting area, if required. The Contractor shall also notify an authorized representative of each utility having plant close to the site no later than forty-eight (48) hours before the intended blast. The notice shall state the approximate time and location of the blast.

No blasting is anticipated for the project.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A, Sections 751-761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above Act.

Maintaining Utility Location Markings

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

DigSafe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine DigSafe System.

Signing

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways, as issued by the Federal Highway Administration.

The Contractor shall plan and conduct his work accordingly.

**SPECIAL PROVISIONS
SECTION 105
GENERAL SCOPE OF WORK**

105.5.5 Overlimit Loads

This section shall be amended by the addition of the following after the last sentence of the section:

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Long Term Permits. The Secretary of State may grant permits for up to one year for trucks, truck tractors, semitrailers, heavy duty recovery vehicles and class A special mobile equipment. Notwithstanding Title 5, section 8071 subsection 2, paragraph A, the Secretary of State, in consultation with the Commissioner of Transportation, shall establish the fee schedule by rule. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within Town or compact village limits;

B. Municipal officers, for all other ways and bridges within that Town and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

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10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).
PL 1993, Ch. 683, §B5 (AFF).
PL 1997, Ch. 144, §1,2 (AMD).
PL 1999, Ch. 117, §2 (AMD).
PL 1999, Ch. 125, §1 (AMD).
PL 1999, Ch. 580, §13 (AMD).
PL 2001, Ch. 671, §30 (AMD).
PL 2003, Ch. 166, §13 (AMD).
PL 2003, Ch. 452, §Q73,74 (AMD).
PL 2003, Ch. 452, §X2 (AFF).
PL 2007, Ch. 703, §25 (AMD).
PL 2011, Ch. 356, §23 (AMD).
PL 2011, Ch. 556, §22 (AMD).
PL 2019, Ch. 335, §9 (AMD).

SPECIAL PROVISIONS
SECTION 107
TIME

107.1 Contract Time and Completion Date: This section shall be amended by the addition of the following after the first paragraph: The Contractor shall complete the drainage improvement work on the Bid Item by June 1, 2023. If construction commences on a road (either Longmeadow Road, or Ole Musket Road) prior to November 15, 2022, construction of the road must be completed including shim course of pavement by November 15, 2022.

107.3.5 Allowable Work Times: The following shall be added after section 107.3.4: No work shall proceed in this project prior to 7:00 A.M. or after 7:00 P.M. (prevailing time) on any weekday. No work shall commence on Saturday prior to 8:00 A.M. or after 6:00 P.M. (prevailing time). No Sunday work will be allowed on this project. No work will be allowed on any Holidays. The definition of work for this specification shall include the starting or moving of equipment, machinery or materials. Any day worked for four (4) hours or more shall be considered a full working day.

107.7.2 Schedule of Liquidated Damages: This subsection shall be amended to read that Liquidated Damages shall not be assessed.

107.9.1 Final Cleanup and Finishing: This section is amended by the addition of the following after the first paragraph: No direct payment will be made for the final cleanup and the cost thereof shall be considered incidental to the appropriate item.

**SPECIAL PROVISIONS
SECTION 108
PAYMENT**

108.2 Progress Payments

Payment will be based upon percentage of the project which is completed at time of pay requisition as determined by the engineer.

This section shall be revised with the addition of the following at the end of the section:

Prompt Payment

- A. Pay when Paid: The Contractor must pay subcontractors for all work satisfactorily performed and invoiced by the subcontractor no later than 30 days from the date the Contractor received payment from the Town for such subcontractor work.
- B. Retainage: The Contractor must return to the subcontractor all retainage withheld from the subcontractor within 30 days after the date of the subcontractor's work.
- C. Flow Down: All subcontractors of the Contractor and all lower tier subcontracts must contain or reference all applicable provisions of the Contract concerning prompt payment.

108.3 Retainage

The first paragraph of this subsection shall be replaced with the following: This subsection reads as follows: Retainage shall be 10% of the monthly payments claimed until construction is 50% complete. After construction is 50% complete and provided that there is not specific cause for greater retainage, no further retainage will be withheld. 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.

108.8.1 Final Payment

This subsection shall be added after subsection 108.8: Prior to final payment the following shall be accomplished:

- A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
- B. 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. 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.
- E. Final Acceptance Notification will be prepared by the Town and forwarded to the Contractor for the project along with Final Payment.

The Contractor shall guarantee the project for a period of one (1) year from the date of completion.

**SPECIAL PROVISIONS
SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE**

110.3 Insurance:

This section shall be amended by the addition of the following ahead of the existing paragraph: The Contractor shall provide signed valid and enforceable certificates of insurance in compliance with Section 110.3 of the MaineDOT Standard Specifications, Revision of March 2020. 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's Corporation Counsel of coverage for General Public and Automobile Liability, 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.

Coverage limits shall be as specified under Item 6 of the Request For Bids for this project.

110.3.9 Administrative & General Provisions:

Section C and D shall be amended as follows: The word "State" shall mean the Town of Cumberland, Maine.

The following shall be added at the end of section 110.3.9:

- (f) 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 dated of final acceptance of the project or until such time as may be established by the Town.
- (g) 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 Cumberland, its officers and employees with respect to bodily injuries or death of any person or persons or injury to or destruction of property. The limits for such insurance shall not be less than those specified for Commercial General Liability Insurance in section 110.3.2.

**SPECIAL PROVISION
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:

201.03 General

The minimum clearing limits are within 5 feet of the edge of pavement and 18 feet above pavement surfaces. The actual lines for clearing trees, limits of tree trimming and individual trees to be removed shall be established in the field by the Contractor fourteen days in advance of clearing operations, and shall be approved by the Town and Engineer prior to clearing. The Contractor shall mark the limits using flagging tape or other methods approved by the Town. The Contractor shall accompany the Town on a site walk to review the areas marked.

201.10 Basis of Payment

Trimming of branches above the roadway to a height of 18', the removal of stumps, and the protection of existing trees/shrubs shall be considered as incidental to the cost of supplying and installing the storm drain.

Trimming of branches above the roadway to a height of 18' shall be incidental to Item 203.20 Common Excavation. Removal of stumps shall be considered incidental to Item 203.20 Common Excavation. The protection of existing trees/shrubs will be considered incidental to pay item 201.23.

Removal of trees by the Contractor not approved for removal will result in a \$500 fine per tree in addition to replacement of the tree with a new 4" caliper tree.

Clearing will be considered incidental to the related contract items and no separate payment shall be made.

Payment will be made under:

Pay Item

Pay Unit

201.23 Removing Single Tree Top Only

Each

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**SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS**

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

202.08 Basis of Payment

Removal of existing, catch basins, and manholes designated on the plans for removal, and as designated by the Town, shall be at the contract unit price per each and shall include all equipment, material, and labor necessary to completely remove the existing manhole, catch basin, and pipe and back fill the resulting cavity with granular borrow. Culverts designated on the plans for removal shall be incidental to Section 604 items and shall include all equipment, material, and labor necessary to completely remove the existing pipe and back fill the resulting cavity with granular borrow.

Removal of full depth of pavement as required the installation of the storm drain shall be considered as incidental to the cost of supplying and installing the storm drain (section 603 and 604).

Removal of the existing catch basin on Ole Musket Road shall be considered as incidental to the cost of supplying and installing the catch basins.

Removal of full depth of pavement with the reconstruction areas and roadway widening areas shall not be paid for under this item, but shall be part of Item 203.20 Common Excavation.

**SPECIAL PROVISIONS
SECTION 203
EXCAVATION AND EMBANKMENT**

The provisions of Section 203 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020” shall apply with the following additions and modifications:

203.04 General:

The Contractor shall excavate rock if encountered in the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock, if required. In general, rock in pipe trenches shall be excavated so as to be not less than six inches (6”) from the pipe after it has been installed. If needed, before the pipe is laid, the trench shall be backfilled to the established trench profile with thoroughly compacted, suitable material or when specified or indicated on the drawings, with the same material as required for bedding the pipe, furnished and placed at no additional cost to the Town.

203.043 Explosives:

The Contractor shall keep explosives on the site only in such quantity as may be needed for the work underway and only during such time as they are to be used. The Contractor shall notify the Engineer, in advance, of his intentions to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at least 100 feet distant from the explosives. When the need for explosives has ended, all such materials shall be removed promptly from the work site. The Contractor shall observe all local ordinances, State and Federal laws relating to the transportation, storage and use of explosives. In the event that a licensed blaster is required by law, then said blaster shall maintain his license on the physical premises during the work and shall provide examination of the license to the Engineer or other officials as required.

All blasting and items relating to blasting shall be under the direct supervision of the Cumberland Rescue Chief, Daniel Small available at (207) 829-5421 (Dispatch). No work related to blasting shall begin without written authorization of the Cumberland Rescue Chief.

203.044 Blasting Precautions:

All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such a manner as will break the rock in approximately the lines and grades and yet will leave the rock not excavated in an un-shattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with adequate soil or blasting mats or both when required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is detonated. All blasting shall be completed within a distance of 50 feet before any portion of a masonry structure is placed or any pipe is laid.

Any site where electric blasting caps are located or where explosive charges are being placed or have been placed shall be designated as a “Blasting Area”. A “blasting area” within three hundred (300) feet of any traveled way shall be marked by approved signs with the information similar to the following:

“BLASTING AREA – TURN OFF RADIO TRANSMITTERS”

and on the reverse side:

“END OF BLASTING AREA”

The Contractor shall notify each public utility company having structures in proximity to the site of work of his intention to use explosives and such notice shall be given sufficiently in advance to enable the companies to take sufficient precautions to protect their property from injury. Such notice shall not relieve the contractor of responsibility for any damage resulting from his blasting operations.

All persons within the danger zone of blasting operations shall be warned by the Contractor and no blasting shall be done until the zone is cleared. Flaggers shall be furnished by the Contractor and stationed such that traffic may be stopped during blasting operations.

The Contractor shall be liable for all damages to persons and property caused by blasting or explosions or arising from neglect to properly guard and protect the excavations and all portions of the work, and he shall wholly indemnify the Town against all claims and such account. A pre-blast/construction survey shall be completed at the expense of the Contractor prior to any blasting. No compensations will be allowed to the Contractor in any event or under any circumstances for loss incurred by him arising from his neglect to fully comply with these requirements.

A pre-blast/construction survey shall be performed by a Geotechnical Engineer retained by the Contractor to evaluate existing structures located along the roadway reconstruction, as well as structures within 1,000 feet of the blasting limits. Properties and structures in excess of 1,000 foot minimum that would be surveyed would be determined by the Contractor.

203.045 Blasting Records:

The Contractor shall keep and submit to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and the number of drill holes, the kind and quantity of explosive used, and other pertinent data for a complete record.

203.046 Disposal of Excavated Rock:

Excavated rock shall not be used for backfill. All excavated rock shall be disposed of by the Contractor in a manner as approved by the Engineer.

203.18 Method of Measurement

Common excavation shall be measured based on the plan measurement total excavation required for the roadway widening. Pay limits are to a depth of 2.5 feet below finish grade.

Removal of full depth of pavement for the roadway reconstruction areas shall be paid for under Item 203.20 Common Excavation. Pay limits are to the bottom of existing pavements for the base bid. Pay limits for Bid Alternate I are to a depth of 2.5 feet below finish grade.

Areas to be trenched or box cut for pipe installation shall be considered incidental to the cost of supplying and installing the storm drain. Excavation and backfilling required for curb construction shall be considered incidental to the cost of supplying and installing the curb.

203.19 Basis of Payment:

Removing and resetting of existing ground mounted signs, including but not limited to regulatory, general motorist services, warning, and route confirmation signs shall be considered incidental to the contract items and no direct payment will be made.

LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

Rock pay limits for blasting will be determined on site with the Engineer, based upon the Contractor exposing the rock and sectioning. Take sections at closely spaced interval. Measure rock surface elevations to establish original level before blasting or removal occurs. Limits for width and depths dimensions shall be as in Section 206. All measurements for rock removal shall be verified and agreed to with the Owner/Engineer prior to the Contractor undertaking the work. Failure of the Contractor to have the quantities verified and agreed to prior to the start of blasting shall waive their right to payment. Rock pay limits for road sub grade lines and grades will be determined from the typical sections and the proposed centerline profile on the Drawings. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for excavation, backfilling, disposal for materials and the protection of utilities.

Preconstruction/Preblast survey and related items will be considered incidental to the related contract items and no separate payment shall be made.

Excavation of unsuitable materials shall be considered as incidental to the cost of supplying and installing the storm drain.

Excavation in areas where pipe is proposed shall be considered as incidental to the cost of supplying and installing the storm drain.

When material is needed for trench backfill below the established trench profile as indicated on the plans or as directed, this material shall be Granular Borrow or Crushed Stone per Pay Items 203.25 and 203.29 respectively.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
203.20	Common Excavation (Plan Quantity)	Cubic Yard
203.21	Rock Excavation	Cubic Yard
203.25	Granular Borrow	Cubic Yard
203.29	Crushed Stone	Cubic Yard

**SPECIAL PROVISION
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:

304.02 Aggregate:

The contractor option to substitute Type E Aggregate Subbase for Type D below 9" is not allowed on this project.

304.06 Method of Measurement

Aggregate Subbase Course, Gravel, Type D shall be measured based on the plan measured total backfill required for roadway widening. In areas where roadway reconstruction is proposed, Type A gravel used to shape and shim the road base shall be considered as incidental to common excavation (item 203.20). in the Base Bid.

For Bid Alternate I, Type D gravel shall be measured based on the plan measured total aggregate base and subbase required for full depth roadway reconstruction up to a limit of 2 feet in thickness.

Backfill required for pipe installation shall be considered incidental to the cost of supplying and installing the storm drain. Backfill required for curb construction shall be considered incidental to the cost of supplying and installing the curb.

304.07 Basis of Payment:

Payment for aggregate Subbase Course, Gravel, Type D shall be at the contract unit price per cubic yard, plan quantity, complete in place.

In areas where pipe is to be installed, payment for aggregate Subbase Course, Gravel, Type D and ¾" crushed stone shall be considered as incidental to the cost of supplying and installing the storm drain, no separate payment shall be made.

In areas where roadway reconstruction is proposed, Type A gravel used to shape and shim the road base shall be considered as incidental to common excavation (item 203.20).

Payment will be made under:

Pay Item

Pay Unit

304.104	Aggregate Subbase Course, Gravel - Type D (Plan Quantity)	Cubic Yard
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LONGMEADOW ROAD AND OLE MUSKET ROAD DRAINAGE IMPROVEMENTS
CUMBERLAND, MAINE

**SPECIAL PROVISION
SECTION 401 AND 403
HOT MIX ASPHALT PAVEMENT**

The provisions of Section 401 and Section 403 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

403.05 Basis of Payment:

No incentives will be paid.

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

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.

Costs associated with catch basin paved aprons shall be considered incidental to the cost of supplying and installing the catch basins, no separate payment shall be made.

In areas where pipe is to be installed, payment for hot mix asphalt shall be considered as incidental to the cost of supplying and installing the storm drain.

In areas where roadway widening is proposed, payment for hot mix asphalt shall be considered as incidental to the cost of backfilling the box cut (item 304.104).

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
403.211	Hot Mix Asphalt 9.5 MM (Shim)	TON
403.207	Hot Mix Asphalt 19 MM	TON

**SPECIAL PROVISION
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 of emulsified asphalt RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 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 project items and no separate payment shall be made.

**SPECIAL PROVISION
SECTION 419
SAWING AND SEALING JOINTS IN 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 in accordance with the locations shown on the plans and 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 as incidental to the project items and no separate payment shall be made.

**SPECIAL PROVISION
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:

603.02 Materials:

Metal pipe shall not be used on the project.

603.12 Basis of Payment:

The accepted quantities of pipe for drains will be paid for at the contract unit price per linear foot. The removal of stormdrains and culverts shall be incidental to the respective pipe items and no separate payment shall be made.

Trench Excavation, backfill, Couplings, Connections of Pipe, Crushed Stone, and all other appurtenances necessary to satisfactorily complete the work shall be considered as incidental to the cost of supplying and installing the storm drain.

Metal pipe shall not be used on this project.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
603.159	12" Culvert Pipe Option III	Linear Foot
603.169	15" Culvert Pipe Option III	Linear Foot

**SPECIAL PROVISION
SECTION 604
MANHOLES, INLETS, AND CATCH BASINS**

The provisions of Section 604 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

604.06 Basis of Payment:

Excavation, backfill, Couplings, Connections of Pipe, Crushed Stone, Sand, and all other appurtenances necessary to satisfactorily complete the work shall be considered as incidental to the cost of supplying and installing the structures.

U-Channel delineator posts shall be installed at all catch basins located on paved aprons outside the travel way. Costs associated with the delineator posts and paved aprons shall be incidental to item 604.131 4' Diameter Catch Basin.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
604.131	4' Diameter Catch Basin	Each
604.161	Altering Catch Basin	Each
604.18	Adjust Manhole or Catch Basin to Grade	Each
604.248	Catch Basin Type F	Each

**SPECIAL PROVISION
SECTION 605
UNDERDRAINS**

The provisions of Section 605 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

605.02 Materials:

Metal pipe shall not be used for underdrain on this project.

605.03 General:

Metal pipe shall not be used for underdrain on this project.

605.04 Underdrain Construction

All underdrain shall conform to underdrain Type C construction modified for the following backfill requirements. Backfill 3" below pipe and 3" to each side shall be MaineDOT 703.13 ¾" crushed stone. Backfill to 6" above the pipe shall be MaineDOT 703.13 ¾" crushed stone. Backfill from the top of the crushed stone to bottom of subbase shall be MaineDOT 703.06 Type D gravel.

605.07 Basis of Payment

The accepted quantity of Underdrain will be paid for at the contract unit price per linear foot, complete in place.

Trench Excavation, backfill, Couplings, Connections of Pipe, Crushed Stone, and all other appurtenances necessary to satisfactorily complete the work shall be considered as incidental to the cost of supplying and installing the Underdrain.

When elbows, tees, wyes, or other special fittings are required in underdrain, each fitting shall be included for payment as three additional linear feet of the largest pipe size involved at each fitting.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
605.11	12" Underdrain Type C	Linear Foot
605.12	15" Underdrain Type C	Linear Foot

**SPECIAL PROVISION
SECTION 609
CURB**

The provisions of Section 609 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

609.01 Description:

Slipform concrete curb shall be used for this project.

609.02 Materials:

- A. Concrete for slipform curbing will meet the same requirements for concrete curb under Maine DOT Specification Section 502.05. This includes a minimum compressive strength of 4000 psi.
- B. Manufacturers:
 - a. Dirigo Slipform.
 - b. Engineer Approved Equal.

609.10 Basis of Payment:

The accepted quantities of slipform concrete curb will be paid for at the contract unit price per linear foot complete in place.

Excavation and backfilling for curb tipdowns in areas where boxcutting is proposed for new pavement or pipe installation shall be incidental to items 203.20, 304.14, 603.159, 603.169, 605.11, and 605.12. In areas where no boxcutting is proposed, excavation and backfill shall be considered incidental to the cost of supplying and installing the slipform concrete curb (item 609.50).

Payment will be made under:		<u>Pay Unit</u>
<u>Pay Item</u>		
609.50	Concrete Slipform Curb	Linear Foot

**SPECIAL PROVISION
SECTIONS 615, 618, 619
LOAM, SEED, & MULCH**

The provisions of Section 615, Section 618, and Section 619 of the "State of Maine, Department of Transportation, Standard Specifications, Revisions of March 2020" shall apply with the following additions and modifications:

615.05 Method of Measurement

Loam will be measured by the cubic yard, plan quantity, complete in place.

618.11 Method of Measurement

Seed will be measured by the unit, plan quantity, complete in place.

619.06 Method of Measurement

Mulch will be measured by the unit, plan quantity, complete in place.

615.06 Basis of Payment

The accepted quantity of Loam will be paid for at the contract unit price per cubic yard, plan quantity. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work.

618.12 Basis of Payment

The accepted quantity of Seed will be paid for at the contract unit price per unit, plan quantity. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work.

619.07 Basis of Payment

The accepted quantity of Mulch will be paid for at the contract unit price per unit, plan quantity. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work.

Any fill that may be required in the areas to be loamed and seeded shall be incidental to the cost of loam and seed.

Applied water associated with the growing of seed will be considered incidental.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
615.0701	Loam (Plan Quantity)	Cubic Yard
618.1401	Seed Method Number 2 (Plan Quantity)	Unit
619.1201	Mulch (Plan Quantity)	Unit

**SPECIAL PROVISION
SECTION 625
WATER SERVICE SUPPLY LINES**

The provisions of Section 625 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

625.01: Description

The work for this item shall consist of installing 4 inch SCH 40 sleeves for residential utility services as directed by the engineer. The installation shall include the assembly of all components and materials specified by the appropriate utility service provider.

625.03 General

Replace the term "water" with "utility".

625.07 Basis of Payment

Pipe fittings shall be considered incidental to the cost of supplying and installing the 4 inch pipe sleeve (item 625.143)

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
625.143	4 Inch Pipe Sleeve	Linear Foot

**SPECIAL PROVISION
SECTION 629
HAND LABOR**

The provisions of Section 629 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

629.04 Basis of Payment

No separate payment for superintendent or foreman will be made for laborers under Section 629.

**SPECIAL PROVISION
SECTION 631
EQUIPMENT RENTAL**

The provisions of Section 631 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of March 2020" shall apply with the following additions and modifications:

631.08 Basis of Payment

No separate payment for superintendent or foreman will be made for equipment under Section 631.

**SUPPLEMENTAL SPECIFICATION
SECTION 651
SOIL BACKFILL COMPACTION TESTING**

Section 651 shall be added as follows:

651.01 Description

This work shall consist of furnishing an approved certified soil testing laboratory, to conduct in-place density tests of backfill materials in the field and all related laboratory tests.

651.02 General

Upon completion of the field test, the results shall be made available to the Resident on site. Copies of all test results shall be transmitted to the Engineer. The minimum in-place densities shall meet or exceed the laboratory maximum density as determined by ASTM D 1557 - 78 as follows:

Embankment	Ninety percent	(90%)
Trench Backfill	Ninety-five percent	(95%)
Aggregate Subbase Course	Ninety-five percent	(95%)

Frequency of testing shall be as directed by the Engineer.

The Town of Cumberland will be responsible for the payment of the initial compaction tests, if requested. If the initial tests do not meet the specifications, the areas shall be retested until passing, at no additional cost to the Town.

651.03 Basis of Payment

The accepted quantities of density tests will be paid for at the contract unit price per each.

<u>Pay Item</u>		<u>Pay Unit</u>
Payment will be made under:		
651.03	Density Test	Per Each

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

The following shall be added to the end of Section 652.1:

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 within the **lump sum for the project** 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, flaggers, 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.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments 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 PROVISION
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. The erosion and sedimentation control practices shall conform to the latest edition of Maine Erosion and Sediment Control BMPS.

If the Contractor fails to properly implement erosion and sedimentation control practices as state above, then (1) the Town may suspend all Work, (2) the Town may withhold all Progress Payments or any portion thereof until the Contractor remedies all deficiencies; (3) 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 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 Town including legal and consulting fees.

656.5.2 Basis of Payment

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 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 Soil Erosion and Water Pollution Control Plan 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.

Payment will be made under:

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