



# TOWN OF PORTER, MAINE

## CONTRACT AND SPECIFICATIONS

for

### TOWN OF PORTER ROADWAY MAINTENANCE IMPROVEMENTS – SPEC POND AND OLD MEETING HOUSE ROADS

DATED: November 15, 2021

Prepared by

Sebago Technics, Inc.  
75 John Roberts Road, Building 4A  
South Portland, ME 04106

Project Number 19406 - 19407



# TOWN OF PORTER MAINTENANCE & ROADWAY IMPROVEMENTS – SPEC POND ROAD AND OLD MEETING HOUSE ROAD

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**TOWN OF PORTER  
ROADWAY IMPROVEMENTS – OLD MEETING HOUSE AND SPEC POND  
ROADS**

**NOTICE TO CONTRACTORS**

**PROJECT DESCRIPTION: Roadway Maintenance Improvements – Old Meeting House and Spec Pond Roads**

The Town of Porter is accepting sealed bids for improvements to Old Meeting House and Spec Pond Roads. The project includes providing all materials, labor and equipment to complete roadway reconstruction. Work includes approximately 2.3 miles of roadway construction for Old Meeting House Road and 1.1 miles for Spec. Pond Road for a total of 3.4 miles.

Summary of Work:

1. Roadway work includes roadside grading, full depth pavement reclamation, overlay of HMA 19mm pavement shaping, grading, stabilization and revegetation, shoulder construction, driveway modifications to accommodate roadway improvements, placement and compaction of additional roadway gravel and reclaim materials, geotextile fabric, repaving driveways impacted by construction, driveway aprons, tree/vegetation removal to full right-of-way width (50') or as directed by the Town Selectmen, culvert installation/replacement, placement of riprap, erosion control, traffic control, drainage improvements, and all other work specified on contract plans and in specifications/contract documents.
2. Install drainage culverts. Coordinate exact locations of culverts with the Selectmen prior to construction. All culverts shall receive riprap inlet/outlets per contract drawings.
3. Placement of Hot Mix Asphalt pavement. (HMA 19.00mm)
4. All other work required for a complete project as depicted on contract drawings in contract specifications/documents
5. Work to begin in early spring of 2022

**BID DUE DATE AND TIME: Bids are due by 5pm on Tuesday January 11, 2022**

**BID OPENING DATE AND TIME: Bids will be opened at 3pm on Wednesday January 12, 2022**

**A pre-bid meeting will be held for the project at 9am on Wednesday December 8,2021. Bids will be opened by Town Selectmen on the above date and time, and will then be evaluated.**

**BID RESPONSES MUST BE RECEIVED NO LATER THAN THE BID DUE DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. LATE BIDS WILL NOT BE CONSIDERED AT THE DESCRETION OF THE TOWN.**

**TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:**

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped to the address specified herein.

All bids must be received in sealed envelopes marked **“Roadway Maintenance Improvements Bid – Spec Pond and Old Meeting House Roads.**

All bids are subject to staff analysis and Town of Porter approval. The Town of Porter reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids can be mailed to the following address but must be received one (1) day prior to the opening to assure proper delivery:

**Town of Porter  
Attn: Selectmen  
71 Main Street  
Porter, Maine 04068**

Bids can be hand delivered to the Town Office prior to the bid due date and time and will be opened by the Selectmen. ~~A public opening will not be held.~~

**Copies of the contract documents and specifications shall be obtained from the Town of Porter office for a fee of \$50.00 made payable to the Town of Porter, or from the Home page of the Porter Website ( [www.portermaine.org](http://www.portermaine.org) ). Any and all inquiries about this bid can be directed to Selectmen at 207-625-8344 at least 7 days prior to bid opening.**

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

The successful bidder shall agree to defend, indemnify and save the Town and Engineer harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the Selectmen of coverage for General Public and Automobile Liability insurance in amounts not less than \$1,000,000 per person, for bodily injury, death and property damage, protecting the contractor and the Town, and *naming the Town as an additional insured* from such claims, and shall also procure Workers' Compensation insurance. The Town disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

The contractor shall supply the Town with a Performance Bond and Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State Law. At the end of construction, the contractor shall provide a 5% maintenance and defect bond to the Town.

Prior to any payment by the Town of Porter, the contractor will be required to supply the Town with a *Waiver of Lien – Material and Labor* for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The Town may also require waivers of lien, signed by individual subcontractors, with requests for progress payments. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the Town) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the Town against the lien or to discharge it, then the Town may do so at the Contractor's expense. In the event of such an undertaking by the Town, the Contractor will promptly reimburse the Town for all its costs and expenses in so doing including, but not limited to, reimbursement of the Town's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

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

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

The contractor shall erect and maintain, at all times, any and all safeguards necessary for the protection of life and property of all pedestrian and vehicular traffic. The contractor is responsible for any and all work to accomplish this task. No additional payment or costs will be made to the contractor for this work.

The Town of Porter, Maine, reserves the right to waive any informalities in bids, to accept any bid and to reject any and all bids should it be deemed for the best interest of the Town to do so. The Town reserves the right to substantiate proposer's qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the Town. This project will be subject to funding approval by the Board of Selectman.

The Town may eliminate individual Lump Sum items from the bid as determined by the Town. The contractor shall not be entitled to any compensation or claims due to the elimination of Lump Sum items.

# PROPOSAL

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 proposal and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: **Town of Porter**  
**Attn: Selectmen**  
**71 Main Street**  
**Porter, Maine 04068**

Dear Selectmen:

The undersigned having carefully examined the Plans; the Standard Specifications; the Supplemental Specifications; Contract Agreement and Contract Bonds contained herein for the **Roadway Maintenance Improvements – Old Meeting House Road and Spec Pond Road** on which proposals will be received until the time specified in the "Notice to Contractors", this work being situated at the location described in the "Notice to Contractors" sheet number N-1 of this book, **Roadway Improvements – Old Meeting House Road and Spec Pond Road** and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items."

This Proposal may be accepted by the Town of Porter at any time within ninety (90) calendar days after opening of the bids. The Town reserves the right to accept or reject any and all bids for any reason so determined.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

The award is based on Lump Sum.

**The Contractor is required to complete the work in its entirety and ready for town acceptance by (TBD). The construction start shall not be earlier than March 15, 2022. The Contractor shall be prepared to start the project within 14 calendar days of notice and consultation with the Town and shall complete the work by (to be determined by Selectmen). The contractor shall not be entitled to any additional payments or claims for this work. This project does not include any provisions for asphalt paving escalation.** If the contractor fails to meet the prescribed construction time period, the Contractor may be subject to liquidated damages at the Town of Porter's discretion. The assessed liquidated damages shall be \$250.00 per day beyond the prescribed number of calendar days allotted for the project. The Contractor shall also be prepared to provide immediate response and service (within 2 hours) for emergency projects that may result from natural disasters, storms, or public safety concerns. The Town may request items beyond those specified in the Contract Documents which shall be negotiated with the Selectmen.

There may be situations where typical design parameters cannot be achieved due to natural and budgetary limitations that may include, but are not limited to, ledge, disputes with private property abutters, significant trees that need to remain, adequacy of existing sections of roads that have functioned to lesser design standards, stone walls or historic monumentation, or funding restrictions. In these situations, the Contractor shall cooperate with the Town to achieve the project intent and shall not seek separate compensation for delays or project modifications arising out of these or similar circumstances. The contractor further acknowledges that the plans provided for bidding and construction are based upon aerial information and field observations by the engineer. The stationing shown is approximate and the contractor shall make adjustments as necessary to accommodate the indicated improvements without added cost.

## Schedule of Items – Spec Pond and Old Meeting House Road

Item No.	Quantity	BASE BID	Lump Sum		Amount	
		Item with Lump Sum Written in Words	Dollars	Cents	Dollars	Cents
10	1 L.S.	Tree Removal and Limbing @ _____ _____ Per Lump Sum				
20 None	Lump Sum	Common Excavation @ _____ _____ Pen Test Pit Per Lump Sum				
23	Lump Sum	Crushed Stone (Overdepth) @ _____ _____ Per Lump Sum				
24	Lump Sum	Roadway Reclamation – Full Depth, Driveways, Excavation & Shoulder Work. @ _____ _____ Per Lump Sum				
25	Lump Sum	Full Depth Roadway Reconstruction, Driveways, Excavation & Shoulder Work Where Directed by or Town Selectmen. @ _____ _____ Per Lump Sum				
26	Lump Sum	Pavement Overlay, Ditches, Driveways, Excavation & Shoulder Work. @ _____ _____ Per Lump Sum				



## Schedule of Items – Spec Pond Road and Old Meeting House Road (continued)

Item No.	Quantity	Item with Unit Bid Price Written in Words	Lump Sum		Amount	
			Dollars	Cents	Dollars	Cents
50	1 Lump Sum	HMA 19.0 mm Pavement - Base @ _____ _____ Per Lump Sum				
60	Lump Sum	Storm Drain Pipe/Culvert @ _____ _____ Per Lump Sum				
70	Lump Sum	Maintenance of Traffic _____ _____ Per Lump Sum				
80	Lump Sum	Soil Erosion Control, Loaming & Seeding _____ _____ Per Lump Sum				

\*TOTAL AMOUNT OF BID PROPOSAL, WRITTEN AND IN FIGURES BASED ON LUMP SUM.

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above Lump Sum, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Town and the Contractor.

SECOND: Begin work and complete the work promptly as agreed to by the Town of Porter for each project. The Contractor shall commence work upon authorization by the Owner for the project within 7 calendar days of consultation with owner and Notice to Proceed. Work shall be completed within the specified timeframe. Upon starting the work, the Contractor shall remain on site until such time that the project is complete. The Contractor shall also provide immediate response and service (within 2 hours of notification by Town) for emergency projects that may result from natural disasters, storms, or public safety concerns.

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

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The Undersigned hereby declares that they have read and understand all conditions as outlined in the contract and specifications, and that their proposal is made in accordance with same.

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(Phone, Fax and Signatures for an Individual, Firm, Partnership or Corporation on next page.)

PROPOSAL (continued)

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address, Phone No. and Fax No. \_\_\_\_\_

\_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

\_\_\_\_\_

\_\_\_\_\_

Social Security No. and Tax I.D. No. \_\_\_\_\_

\_\_\_\_\_

IF A CORPORATION, SIGN HERE

Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

(name)

(title)

Business Address, Phone No. and Fax No. \_\_\_\_\_

\_\_\_\_\_

Tax I.D. No. \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

\_\_\_\_\_ SS

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

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

\_\_\_\_\_  
Notary Public - Signature and Seal

**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.)

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\_\_\_\_\_ (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, Manager)

_____	_____
_____	_____
_____	_____

**AGREEMENT BETWEEN THE**

**TOWN OF PORTER**

**AND**

**(CONTRACTOR)**

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWN OF PORTER**, a body politic and corporate, (hereinafter the "**TOWN**"), and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter the "**CONTRACTOR**").

**W I T N E S S E T H**

**WHEREAS**, the **TOWN** requested a proposal, entitled Town of Porter Roadway Maintenance Improvements – Spec Pond Road; and Old Meeting House Road

**WHEREAS**, the **CONTRACTOR** did under date of \_\_\_\_\_, 2022, submit a Bid for such work; and

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

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

1. The **CONTRACTOR** shall furnish all labor, materials, equipment and transportation and shall perform all work required for the construction and completion in accordance with the specifications contained in the contract documents entitled **Roadway Maintenance Improvements – Spec Pond and Old Meeting House Roads** dated **TBD** (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the **Contractor's** Proposal, General and Detailed Provisions, Plans, and Specifications of the Contract Documents which are attached hereto and made a part of this Agreement.

The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.

2. It is agreed that the Lump Sum Bid in the **CONTRACTOR**'s Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement.
3. The **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
4. The **TOWN** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to the **CONTRACTOR** pursuant to the terms of this Agreement.
5. Prior to the execution of this Agreement, the **CONTRACTOR** shall procure and maintain General Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000) combined single limit, naming the **TOWN** as an additional insured thereon, and shall also procure Workers' Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.
6. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **TOWN**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
7. Upon receipt of executed contracts and insurance as required, the **TOWN** will send an executed **TOWN** contract to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives Notice to Commence Work for a project(s) and to complete the work within the time limits given in the Proposal. Prior to beginning any work, the Contractor shall field review the site with the Town and shall establish a schedule for completing the work within the specified contract period.

8. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the **TOWN**) and promptly discharged by the **CONTRACTOR** at its own expense. The **TOWN** may require the **CONTRACTOR** to provide a bond satisfactory to the **TOWN** and indemnify it against any lien and as substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **TOWN** against the lien or to discharge it, then the **TOWN** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **TOWN**, the **CONTRACTOR** will promptly reimburse the **TOWN** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **TOWN**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.
9. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **TOWN** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **TOWN** under this Contract. **TOWN** Selectmen will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice. This notice may be given verbal or written order.
10. Any controversy or claim arising out of or related to this Agreement which cannot be resolved between the parties shall be submitted to the Superior Court for Oxford County. At the town's discretion, non-binding mediation maybe required for dispute resolution.
11. The **CONTRACTOR** shall guarantee the work for a period of one (1) year and as specified in contract documents for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **TOWN** on a monthly basis. Payment for such services shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **TOWN**. The **TOWN** may keep 10% retainage for each monthly invoice for services. The retainage will be released or reduced as determined by the **TOWN** at completion of the project.
13. The **TOWN** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice except for services satisfactorily performed prior to the date of receipt of the Notice if the **TOWN** does not have damages exceeding the value of the satisfactory work.
14. The **TOWN** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to the **CONTRACTOR**. If this Agreement is terminated by the **TOWN** for convenience, the **TOWN** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.



- 15. The **CONTRACTOR** shall verify the locations of existing utilities with the appropriate utility companies prior to the start of construction.
- 16. The **CONTRACTOR** shall be fully responsible to the Owner for the acts and omissions of its subcontractors, and of person either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as THE **CONTRACTOR** is held under this Agreement. The **CONTRACTOR** shall inform subcontractors that the Owner will notify them they may not make claims or file liens against the project.

**IN WITNESS WHEREOF,** the said **TOWN OF PORTER** has caused this Agreement to be signed and sealed by \_\_\_\_\_, its Selectmen, thereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and year first above written.

WITNESS

**TOWN OF PORTER**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BY: \_\_\_\_\_

It's Selectmen

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 (Print or type name)

Its \_\_\_\_\_

**WAIVER OF LIEN  
MATERIAL OR LABOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

To all whom it may concern:

The undersigned \_\_\_\_\_ has been employed to furnish \_\_\_\_\_ for the project known as **Town of Porter Roadway Maintenance Improvements – Spec Pond Road and Old Meeting House Roads**, Town of Porter, County of Oxford, State of Maine.

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

This Waiver of Lien shall become effective upon the issuance of a check by the Town of Porter payable to \_\_\_\_\_ and \_\_\_\_\_ in the amount of \_\_\_\_\_.

Given under oath, my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

Notarized: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires \_\_\_\_\_

**WAIVER OF LIEN**  
(Subcontractor/Supplier/Employee)

The undersigned has performed labor and furnished materials and/or performed services for \_\_\_\_\_ on behalf of the Town of Porter, in performance of the contractor's agreement of \_\_\_\_\_ with the Town of Porter for the Roadway Maintenance Improvements - \_\_\_\_\_ at \_\_\_\_\_.

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

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

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

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

State of Maine  
\_\_\_\_\_, ss

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

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

\_\_\_\_\_  
(Notary Public)

## **SPECIAL PROVISIONS**

The following Special Provisions shall be adhered to by the Contractor. All work associated with the special provisions shall be considered incidental to the pay items.

### F-1 Working Hours

No work shall proceed on this project prior to the hour of 7:00 A.M. or after 7:00 P. M. (prevailing time) on any working day. The definition of work for this specification shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day. Weekend work will only be allowed if approved by the Town Selectmen.

### F-1A Utility Coordination

The Contractor will be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor will be responsible for all utility coordination, protection of existing infrastructure and any damages to existing utilities as a result of the work at no additional cost to the Town. An underground Telecommunications Cable is present within the project area and shall be the Contractors responsibility to identify and take precautions not to impact the cable or have the utility company relocation the cable.

### F-2 Notification of Residents

Residents shall be notified by the Contractor sufficiently in advance of any construction affecting the residents.

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

### F-3 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.

### F-4 Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration.

The contractor shall maintain at least one lane of traffic at all times and shall maintain access to all driveways. Minor blockages of driveways will be permitted for short durations with the Town Manager approval and land owners approval.

### F-5 Materials

Materials shall meet the requirements specified for the various subsections of the specifications and as indicated on the contract drawings.

### F-6 Survey

The contractor shall be responsible for all survey and construction layout.

## **SPECIAL PROVISIONS (continued)**

### F-7 Sheeting and Bracing

The contractor shall be responsible for any sheeting and/or bracing required for the satisfactory installation structures.

### F-8 Waste Areas

The contractor shall be responsible for the removal and disposal of waste in accordance with all applicable local, state and federal laws and regulations.

### F-9 Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the Town shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

### F-10 Pre-construction Conference

A conference will be held at the Porter Town Office if required by the Selectmen, after the awarding of the contract.

### F-11 Schedule of Operations

The contractor shall complete the project work within the specified number of calendar days, complete and ready for owner acceptance.

### F-12 Setting of Pipes to Line and Grade

Laser beam equipment or other Town approved methods shall be used for setting all pipes. Frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, grades shall be set with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

### F-13 Extent of Open Excavation

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

### F-14 Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. He shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience or the project.

## **SPECIAL PROVISIONS (continued)**

### F-15 Dust Control for Street

Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping. Contactor shall apply additional applications of calcium chloride and water as necessary and/or directed by the Town Selectmen throughout construction.

### F-16 Trench Pavement Replacement

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

### F-17 Questions Regarding Plan and Documents

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

**Town of Porter**  
**Attn: Brent Day, Selectmen**  
**71 Main Street**  
**Porter, Maine 04068**  
**207-625-756-5645 Cell, 207-625-8181 Office**

### **No later than seven days before bid opening.**

Questions received after this time will not be addressed. Responses from the Town that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered at the Town. Oral explanations or interpretations given before the award of this contract will not be binding. Receipt of any addenda must be acknowledged in writing as part of a proposal. Each bidder shall be responsible for ensuring that they have received any and all addenda. The Town shall not assume responsibility for the receipt by the Contractor for any addenda.

### F-20 Waste Material

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

## **SPECIAL PROVISIONS (continued)**

### **F-21 Quality Assurance**

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work. Particular attention to compaction shall be paid during backfilling operations and installation of subgrade and subbase/base materials.

If required, in-place density tests of the backfill material will be conducted by an independent testing laboratory paid for by the town. Failure to meet initial testing shall require supplemental testing and shall be the contractor's responsibility. Satisfactory compaction shall be a minimum of 90% of the maximum density for the embankment and a minimum of 95% of the maximum density for gravel base course and subbase gravel course.

### **F-22 Sanitary Facilities**

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

### **F-24 Bids**

No bids shall be withdrawn within a period of one-hundred twenty (120) days after the opening of the bids.

### **F-25 Mobilization, bonds, sanitary facilities, storage/office trailers and other misc. work items not specifically referenced or included in bid items.**

Any Mobilization, bonds, sanitary facilities, storage/office trailers and other misc. work items not specifically referenced or included in bid items but necessary to complete the project in conformance with the plans and specifications shall be considered incidental to the costs of construction and pay items. No extra payment will be made.

### **F-26 Submittal of Monthly Requisitions.**

Contractor shall submit monthly requisitions by the 25<sup>th</sup> of each month broken down by road and pay item for each roadway. Upon review and approval of the requisitions by the Town Selectmen, the Town will process and issue payment for the requisitions less a 10% retainage and any pay items or amounts in dispute by the Town. The Contractor's requisitions shall include the 10% retainage based upon the total amount of the requisition.

### **F-28 Fine Grading and Compaction of Surface Gravel.**

The Contractor under this contract shall be responsible for providing, placing, compacting and fine grading base and surface gravel, reclaim materials and associated work to prepare roadway surface for paving. The Contractor shall coordinate timing of fine grading and final compaction of surface gravel with paving contractor. Fine grading tolerance shall comply with MDOT specifications, latest edition. The Contractor is also responsible for providing and placing Type "A" MDOT surface gravel (1-1/2" minus) for fine grading as necessary on roadway including grading and compaction. This work shall be considered incidental to the roadway improvement.

**SPECIFICATIONS – SECTION 10  
TREE REMOVAL AND TRIMMING**

**DESCRIPTION:** This section shall include:

The removal and disposal of all trees, brush, limbs, branches, etc. within the Right-of-Way (33 feet each side of existing roadway centerline). Limbing shall include the removal and disposal of all limbs overhanging the Right-of-Way (33 feet each side of existing roadway centerline). Prior to clearing, the contractor shall field review the clearing areas with the Town Selectmen. The Town Selectmen reserves the right to lessen the tree cleaning limits at the Town's discretion. The contractor shall give the abutting property owner first right of refusal for all cut trees, if asked. If the abutting property owners request the trees, the contractor shall cut all tree's to be kept by the property owners to lengths not more than (8) eight feet long. All brush and limbs remain the contractors responsibility for removal and disposal off-site. Cut trees shall be neatly stacked at a location designated by the property owner.

**METHOD OF MEASUREMENT:** Tree Removal and Trimming shall be measured as a lump sum amount.

**BASIS OF PAYMENT:** The accepted quantity will be paid for at the contract price based upon the percentage complete. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for all worked as described in this section. The percentage complete will be determined by the Engineer or Town.

The accepted quantity of tree removal and trimming will be paid for at the contract lump sum.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
10      Tree Removal & Trimming	Lump Sum



## **SPECIFICATIONS – SECTION 20 COMMON EXCAVATION**

**DESCRIPTION:** This section shall include:

Common excavation shall also include saw cutting and removal of all pavements, cuts/fills, borrow materials, stumping/grubbing, rough and finish grading, cuts/fills, general excavation, roadway ditching, compaction of fill areas, backfilling, shaping and grading, providing and installing riprap, driveway modifications to accommodate roadway construction, full depth pavement milling and & reclaiming, full depth roadway reconstruction, test pits, remove/reset mailboxes (new mailbox posts where required), remove/reset signage, gravel, geotextile, reclaim material, restoration of all disturbed areas, protection of existing structures, level spreaders/ditch turn-outs, guardrail, maintaining the site, dust control, site dewatering, winterization, protection of temporary drainage measures, mobilization and all other work shown on the contract plans and required to provide a complete project for owners acceptance and not specified in other pay items.

Common Excavation shall also include muck removal which shall consist of excavating and disposing of saturated or unsaturated mixtures of soils and organic matter not suitable for embankment foundation material regardless of moisture content.

**WASTE AREA:** The disposal of all excavated material shall be disposed of off-site by the Contractor at the Contractor's expense. The Contractor shall provide the Town of Porter with documentation indicating the disposal location and that it compliant with applicable laws and regulations.

**METHOD OF MEASUREMENT:** Common Excavation shall be measured as a Lump Sum in place and complete as stipulated in the pay items.

**BASIS OF PAYMENT:** The accepted quantity will be paid for at the contract Lump Sum bases. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for all worked as described in this section.

Stormdrainage piping will be paid for under lump sum item.

The accepted quantity of common excavation will be paid for at the contract lump sum.

Payment will be made under:

<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
23	Crushed Stone (overdepth)	Lump Sum
24	Roadway Reclamation – Full Depth, Driveways, Excavation & Shoulder Work. Paving included in Pay Item 50 and 51.	Lump Sum
25	Full Depth Roadway Reconstruction, Driveways, Excavation & Shoulder Work Where Directed by Town Selectmen.	Lump Sum
26	Pavement Overlay, Ditches, Driveways, Excavation & Shoulder Work.	Lump Sum

Gravel, reclaim, granular borrow, crushed stone and other materials necessary for construction shall be considered incidental to the pay items. Granular borrow and crushed stone quantities provided in the bid are for overdepth excavation or work required outside of the contract as ordered by the engineer or town. Unit and Lump Sum costs shall include all excavation, shoring/bracing, backfilling, materials, dewatering, labor, compaction and all other work necessary for complete installation.

Work shall include reclaiming to a depth of 6” minimum and shall also include grading and compaction and placement of additional gravel to meet requirements specified on contract drawings and in contract documents.

Pay item 25 is intended to provide the Town with a unit price estimate should the Town (at their discretion) decide to complete full-depth roadway construction in areas where subgrade materials are determined to be unsuitable. This work will include all excavation, placement of geotextile fabric (mirafi 600x) and compacted MDOT gravel along with all ditching and supporting work necessary as shown on the contract drawings.

**SPECIFICATIONS – SECTION 40**  
**AGGREGATE BASE AND SUBBASE COURSE**

**AGGREGATE:** Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work. All aggregate testing shall be completed by an independent laboratory and shall be paid for by the Contractor. Aggregate shall comply with MDOT Standard Specifications Revised through December of 2002, 703.06 Aggregate for Subbase with modifications as follows:

**703.06 (b) AGGREGATE SUBBASE:**

Gravel subbase shall not contain particles of rock which will not pass the three inch (3") square mesh sieve, and shall conform to type "B" Aggregate. The contractor may use Type "A" MDOT base gravel for leveling the gravel surface prior to paving at the contractor's convenience. No extra payment will be made.

Reclaim gravel for shoulders shall consist of blended gravel with recycled asphalt sufficient to bind the materials to form a uniform, hard durable surface. Material shall not contain particles which will not pass the one inch (1") square mesh sieve. The contractor shall provide the Town Selectmen with a material sample for approval and shall install a test strip for review by the Town Selectmen. The Town Selectman reserves the right to require modifications to the reclaim material. Such modifications shall not entitle the contractor to any cost modification.

All gravel and reclaim materials for roadways, shoulders, driveway repairs/improvements shall be paid Lump Sum.

**SPECIFICATIONS – SECTION 50  
PLANT MIX PAVEMENTS**

The provisions of Section 401 of the most recent edition of MDOT Supplemental Specifications shall apply with the following additions and modifications:

**COMPOSITION OF MIXTURES:**

The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The Contractor shall submit, for approval, a current job mix formula (JMF). For a Superpave design, a current MDOT-approved Superpave JMF shall be submitted. The JMFs shall be reviewed and approved by an independent testing agency prior to submittal. All JMFs will be required to accompany the bid form. The job mix formula shall state the source, gradation, and percentage of each portion of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

**JOINTS:** Where pavement placed under this Contract joins an existing pavement, the existing pavement shall be milled a minimum of 3' wide and 1½" deep in order to provide a vertical butt joint. The butt joint shall also be tack coated. Saw cutting, pavement joints, winterization and tack coats shall be considered incidental to paving.

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

After cleaning base pavement, a tack coat shall be applied prior to placing surface pavement.

**METHOD OF MEASUREMENT:** Each type of Hot Mix Asphalt will be measured by the percentage in-place or per ton as indicated below, compacted, tested (passing) and accepted by the owner for all roadway and driveway paving. The percentage complete will be determined by the Engineer or Town.

**BASIS OF PAYMENT:**

<b><u>Pay Item</u></b>	Payment will be made under: Lump Sum	<b><u>Pay Unit</u></b>
50	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Lump Sum

**SPECIFICATIONS – SECTION 60  
CULVERTS AND STORM DRAINS**

**DESCRIPTION:**

This work shall consist of the construction of culverts and storm drains by means of trenched or trenchless installation hereinafter referred to as "pipe" as shown on the plans, details, and specified herein.

**MATERIALS:**

Materials shall meet the requirements specified for the various subsections of the specifications listed below:

- Aggregate Base - Screened or Crushed----- Stand. MDOT Spec.----- 703.06 (a)
- Aggregate Subbase - Sand----- Stand. MDOT Spec.----- 703.06 (b)
- Crushed Stone for Pipe Bedding----- Stand. MDOT Spec.----- 703.30
- High-density smooth bore polyethylene (HDPE) -----AASHTO ---M252 & M294 Type S
- Corrugated Aluminum Pipe meeting AASHTO specifications for highway loadings.

**INSPECTION:**

Pipe will be inspected upon delivery and all pipes which does not conform to the requirements of this contract will be rejected and shall be immediately removed from the work area by the Contractor.

Unsatisfactory pipe will be permanently rejected. After delivery, any pipe will be rejected which has been damaged.

**METHOD OF MEASUREMENT:**

Pipes will be measured as a lump sum in place.

**BASIS OF PAYMENT:**

The accepted quantities of pipe for culverts and drains will be paid for as a lump sum based upon the percentage installed, complete and accepted by the Town including all excavation, insulation, trenching, dewatering, all sheeting, shoring and temporary bracing, stone and backfill materials, compaction and undercuts (if needed). Backfilling of the trench shall be incidental to this item. The percentage complete will be determined by the Selectmen.

Payment will be made under: Lump Sum

**Pay Item**

60	Storm Drain	Lump Sum
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**SPECIFICATIONS - SECTION 70  
MAINTENANCE OF TRAFFIC**

**DESCRIPTION:** The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration.

**METHOD OF MEASUREMENT:** Maintenance of Traffic shall be measured as a lump sum amount.

**BASIS OF PAYMENT:** The accepted quantity will be paid for at the contract price based upon the percentage complete. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for all worked as described in this section. The percentage complete will be determined by the Engineer or Town Manager.

<b><u>Pay Item</u></b>	Payment will be made under: Lump Sum	<b><u>Pay Unit</u></b>
70	Maintenance of Traffic	Lump Sum

**SPECIFICATIONS – SECTION 80  
SOIL EROSION CONTROL**

**DESCRIPTION:** Work shall include all temporary and permanent erosion and sedimentation control measures throughout project construction as required by the contract plan (erosion control narrative) and contractor specifications including but not limited to providing and installing riprap aprons, stone check dams, erosion control blanket, mulching (temporary and permanent), dust control, loaming/seeding, re-seeding, street sweeping, prevention of tracking from construction areas onto public ways, haybale barriers and all other work necessary to maintain the site in stable condition during and after construction and necessary to establish permanent vegetative cover. Note that this shall include loaming, seeding and mulching in addition to all other measures required to maintain site stability during construction. The contractor is responsible for installing and maintaining erosion and sedimentation control during construction. The contractor is also responsible for installation of erosion and drainage control measures prior to storm events and any repairs necessary after storm events. This shall be considered incidental to erosion and sedimentation control work. No extra payment will be made.

**METHOD OF MEASUREMENT:**

Erosion and Sedimentation control will be measured based upon the percentage complete and in-place.

**BASIS OF PAYMENT:** The accepted quantity will be paid for at the contract price based upon the percentage complete. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for all worked as described in this section. The percentage complete will be determined by the Engineer or Town Manager.

<b><u>Pay Item</u></b>	Payment will be made under: Lump Sum	<b><u>Pay Unit</u></b>
80	Soil Erosion Control	Lump Sum