

PWD DWSRF GALVANIZED REPLACEMENT PHASE 1

ADDENDUM NO. 1 TO CONTRACT DOCUMENTS FOR

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS VOLUME 1 OF 1

DATE: MARCH 31, 2025

Prepared By: PORTLAND WATER DISTRICT 225 Douglass Street Portland, ME 04104



GENERAL DESCRIPTION

• The scope of the project has been reduced. Burwell, Vincent, Day, and Grand Streets have been removed.

SPECIFICATION UPDATES

- 1. Section 00000 Cover Sheet & Table of Contents. Table of Contents revised to reflect updated page numbers in revised sections as well as new Sheet Numbers on Drawings.
- 2. Section 00020 Notice to Bidders. Revised description of work in South Portland.
- 3. Section 00410 Bid Form. Updated quantities of bid items and removed those no longer applicable due to reduction in scope.
- 4. Section 00520 Agreement. Removed milestones related to work removed from scope.
- 5. Section 01250 Measurement & Payment. Updated Items based on revisions made to Bid Form.

DRAWINGS

- 1. **General Notes**. Note 13 revised to reflect an 18-inch vertical separation requirement between water and sewer piping as well as a 5-ft minimum horizontal separation.
- 2. Cover Sheet. Project Map and Sheet Index updated based on reduced scope.
- 3. Sheets W1-W7. Sheet numbers updated based on reduced scope.
- 4. Sheet D2. Table 1 updated based on updated scope.

ATTACHMENTS

- 1. Project Question Log
- 2. Pre-Bid Meeting Agenda
- 3. Section 00000 Cover Sheet & Table of Contents Revised
- 4. Section 00020 Notice to Bidders Revised
- 5. Section 00410 Bid Form Revised
- 6. Section 00520 Agreement Revised
- 7. Section 01250 Measurement & Payment Revised
- 8. Updated Drawing Package

Portland Water District

PWD DWSRF GALVANIZED REPLACEMENT PHASE 1

Bidding – Question & Response Log Last Revised: March 31, 2025

- 1. Will PWD allow the contractor to pull services?
 - a. Yes.
- 2. Will PWD allow the contractor to mound reclaim over 2" temp
 - a. Yes, reclaim may be used to mound over the main in driveways. Reclaim is not permitted for crossings of sidewalks/walkways (refer to Section 02536 Subsection 3.06.B for specification language on the topic).
- 3. Will any of the proposed work be required to be completed at night?
 - a. No.
- 4. Will any of the proposed work be required to be completed with a police detail?
 - a. Work in Forest Street, Westbrook will require a Police Detail. A bid item has been included related to this.
- 5. Will PWD consider a revision to the Bid Alternate labor items to add an 80k pound excavator and large excavator hammer?
 - a. Yes, this will be included in Addendum 1.
- 6. What is applicable for Materials Allowance in the Bid Alternate?
 - a. Any raw materials the Contractor is required to use to replace the service line on private property is applicable for this line item (e.g., piping, bedding sand, loam & seed, fittings, etc.).
- 7. Please confirm limit of active projects/crews working at once on this project.
 - a. Two (2).
- 8. Is PWD providing pipe or any other materials for this project?
 - a. No.
- 9. When will the scope reductions being considered be finalized?
 - a. This change will be issued in Addendum 1.



Pre-Bid Meeting Agenda

Drinking Water State Revolving Fund (DWSRF) Galvanized Replacement – Phase 1 South Portland & Westbrook, Maine March 25, 2025

Introductions

- Purchasing Agent Wesley Gilbert 207-774-5961 x1007 wgilbert@pwd.org
- Project Lead Adam Sellick 207-774-5961 x3975 asellick@pwd.org

Project Review

- Galvanized pipe replacement in various streets in South Portland & Westbrook.
- Total replacement of roughly <u>4,000-ft</u> of pipe with new <u>ductile iron</u> pipe and roughly <u>520-ft</u> of new <u>HDPE</u> pipe.
- Total replacement of seventy (70) services.
 - Total reconnection of seventeen (17) services.
- Pavement restoration to be:
 - **South Portland**. Base pavement in 2025/2026, mill and install surface pavement in 2026/2027.
 - **Westbrook**. Libby Avenue will be limited to base pavement. Forest Street will require base pavement in 2025, mill and install surface pavement in 2026.
- Test pits required ahead of construction in order to inform final design/separations. Test pits to be paid through bid items.
- Contractor is permitted to run up to two (2) crews at a time.
- Permit allowances included in Bid for each municipality. Allowance to be used for Street Opening permit fees only.
- Service pipe replacement on private property required where galvanized pipe is found. This will be paid through the bid prices in Bid Alternate 1.
- Anticipated Addenda items
 - Min. 18-inch separation required between water and sewer (depth requirement updates)
 - o Scope reduction, remove Burwell, Vincent, Day, and Grand

Schedule

Bid Opening: April 16, 2025
Construction Window Opens: April 14, 2025
Substantial Completion: October 17, 2025 / October 16, 2026
Final Completion: May 28, 2027



PWD DWSRF GALVANIZED REPLACEMENT PHASE 1

BEACH STREET, CARVER BOULEVARD, MYRTLE AVENUE, SKILLINGS STREET, AND SKYLINE ROAD

SOUTH PORTLAND, MAINE

LIBBY AVENUE AND FOREST STREET

WESTBROOK, MAINE

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS VOLUME 1 OF 1

DATE: MARCH 14, 2025

REVISED: MARCH 31, 2025

Prepared By: PORTLAND WATER DISTRICT 225 Douglass Street Portland, ME 04104



TABLE OF CONTENTS

SECTION	TITLE	PAGE(S)
	REMENT AND CONTRACTING REQUIREMENTS	
00020	Notice to Bidders	00020-1 through 1
00200	Instructions to Bidders	00200-1 through 9
00410	Bid Form	00410-1 through 9
00520	Agreement	00520-1 through 7
00700	General Conditions	00700-1 through 69
00800	Supplementary Conditions	00800-1 through 8
	DWSRF Supplementary Conditions	1 through 43
DIVISION 1: GENERA	AL REQUIREMENTS	
01010	Summary of Work	01010-1 through 2
01150	Site Conditions	01150-1 through 2
01250	Measurement and Payment	01250-1 through 8
01300	Submittals	01300-1 through 1
01710	Site Cleanup	01710-1 through 1
DIVISION 2: SITE WO	<u>DRK</u>	
02230	Clearing, Grubbing and Restoration	02230-1 through 2
02260	Sedimentation and Erosion Control	02260-1 through 4
02315	Earthwork for Water Main Installation	02315-1 through 7
02350	Rock Removal	02350-1 through 3
02536	Temporary Water Systems	02536-1 through 13
02537	Water Distribution System	02537-1 through 21
02594	Pressure and Leakage Testing of Water Mains	02594-1 through 2
02595	Disinfection of Water Mains	02595-1 through 3
02741	Pavement	02741-1 through 2
DRAWINGS		
	lvRepl - Cover Sheet	
	lvRepl - Beach Street Design – W1	
	lvRepl - Myrtle Lane Design – W2	
	lvRepl - Carver Boulevard Design – W3	
	lvRepl - Skillings Street Design – W4	
	lvRepl - Skyline Road Design – W5	
	lvRepl - Libby & Forest Design – W6	
	vRepl - Libby & Forest Design – W7	
	lvRepl - Standard Details – D1	
DWSRF - Gal	lvRepl - Standard Details – D2	

ATTACHMENTS

Cumberland County, Maine Federal Wage Determination – Heavy Construction

Section 00020

Notice to Bidders

Sealed bids for the construction of **DWSRF Galvanized Replacement - Phase 1** will be received by Portland Water District (PWD) at their Portland Office (**225 Douglass Street, Portland, Maine 04102**) until **3:00pm** local time, **April 16, 2025**.

Bids may be hand delivered to the Purchasing Agent, Wesley Gilbert, weekdays during normal business hours within one (1) week of the scheduled Bid opening. Please contact Wesley at least one (1) business day in advance of drop-off at 207-774-5961 Ext. 1007.

On the day of the Bid Opening, the Purchasing Agent will receive Bids in person at the Nixon Training Room entrance at **225 Douglass Street, Portland, Maine 04102** from **2:00pm** to **3:00pm**. The bid opening will be hosted **in person** in the PWD Nixon Training Room at the address listed above.

The work shall generally consist of, but is not necessarily limited to,

- 1. Replacement of roughly 970 feet of 2-inch galvanized water piping in five (5) streets in South Portland with new ductile iron and HDPE piping varying in size between 2-inch and 8-inch.
- 2. Replacement of roughly 1,100 feet of 2-inch galvanized water piping in Libby Avenue and Forest Street in Westbrook with new 8-inch ductile iron water piping.

Electronic copies of contract documents may be obtained upon request, contact Wesley Gilbert, Purchasing Agent, 207-774-5961 ext.1007, wgilbert@pwd.org to obtain information regarding access to the files. (Paper copies are not available.)

A non-mandatory Pre-Bid Conference will be held for General Contractors in person at the PWD Nixon Training Room (address listed above) on March 25, 2025 at 2:00pm. Attendance by Subcontractors, while encouraged, is not mandatory.

Each proposal must be accompanied by Proposal Guaranty in form of certified check or bid bond in amount of five percent (5%) of the total amount of the bid. A performance bond in an amount equal to one hundred percent (100%) of the contract price, and labor and material payment bonds in like amount will be required prior to execution of the Agreement.

Bidder agrees to begin and complete work with the time frame outlined in the Agreement.

The Bidder is responsible for determining if there are Addenda to the Project by viewing the PWD project website located at <u>www.pwd.org/construction-bids</u>. The bidder is responsible for incorporating addenda into their Bid and referencing the number and date on Article 3 – Bidder's Representations of the Bid form. PWD will not post Bid Addenda any later than two (2) days prior to the bid opening without individually notifying all plan holders.

No bids may be withdrawn within sixty (60) days after date of opening thereof. Right is reserved to refuse or reject any or all bids or to waive any informality in proposals received and to award work at the discretion of the General Manager acting in the best interests of PWD.

Any person interested in Bidding on this contract should thoroughly familiarize themselves with these DWSRF Supplemental General Conditions. Failure to comply with any of these conditions may result in the Bidder being determined non-responsive and therefore, not entitled to the award of this contract.

Each Bidder shall take notice special notice of the Guidance for use of Disadvantaged Business Enterprises in the DWSRF Supplemental General Conditions. Failure to complete these requirements may result in finding that the Bidder is nonresponsive and therefore, not eligible to awarded this contract. Complete requirements are located in the Bid Documents.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and amendments and supplements to that Order. The requirements for Bidders and CONTRACTORS under this Order are located in the DWSRF Supplemental General Conditions.

The CONTRACTOR must comply with the Department of Labor Regulations relating to Copeland "AntiKickback Act (18 U.S.C. 874) as supplemented by 29 CFR part 3, Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR part 5, Occupational Safety and Health Standards (OSHA) (29 CFR part 1910)

The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Safe Drinking Water Act, Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15).

The CONTRACTOR must comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1964, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Uniform Relocation and Real Property Acquisition Policies Act.

The CONTRACTOR must comply with all permits, restrictions and conditions, issued for the PROJECT by Federal Cross-cutting Authorities.

Any contract awarded under this Advertisement to Bidders is expected to be funded in part by a Maine Drinking Water State Revolving Fund loan. Neither the State of Maine nor any of its departments, agencies, or employees is, or will be, party to the CONTRACT.

-- END OF SECTION --

Section 00410

Bid Form

Portland Water District PWD DWSRF Galvanized Replacement – Phase 1 South Portland & Westbrook, Maine 2025-26 Water Piping Replacement

TABLE OF CONTENTS

Page

Article 1 – Bid Recipient	2
Article 2 – Bidder's Acknowledgements	2
Article 3 – Bidder's Representations	2
Article 4 – Bidder's Certification	3
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	8
Article 7 – Attachments to this Bid	8
Article 8 – Defined Terms	8
Article 9 – Bid Submittal	9

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Portland Water District, 225 Douglass Street, Portland, ME 04102

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 1. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

- 4.01 Bidder certifies that:
 - A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - **3**. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

<u>Item No.</u>	Description	<u>Unit</u>	Estimated <u>Quantity</u>	<u>Bid Un</u>	it Price Bid Price
W1	8-inch Ductile Iron Pipe Installed	LF	1095	\$	\$
W2	6-inch Ductile Iron Pipe Installed	LF	6	\$	\$
W3	4-inch Ductile Iron Pipe Installed	LF	435	\$	\$
W4	2-inch HDPE Pipe Installed	LF	525	\$	\$
W5	8-inch Gate Valve Installed	EA	5	\$	\$
W6	6-inch Gate Valve Installed	EA	1	\$	\$
W7	4-inch Gate Valve Installed	EA	1	\$	\$
W8	2-inch Gate Valve Installed	EA	3	\$	\$
W9	8-inch Insertion Valve Installed	EA	2	\$	\$
W10	12-inch X 2-inch Tapping Saddle Installation	EA	1	\$	\$
W11	6-inch X 2-inch Tapping Saddle Installation	EA	2	\$	\$
W12	Hydrant	EA	1	\$	\$
W13	1-inch Air Release Valve	EA	3	\$	\$
W14	2-inch Blowoff Assembly	EA	4	\$	\$
W15	1-inch Copper Service - Short side	EA	14	\$	\$
W16	1-inch Copper Service - Long side	EA	12	\$	\$

W17	1-inch Copper Service - Reconnect		6	\$	\$
W18	Gravel Borrow	СҮ	250	\$	\$
W19	Unsuitable Material Excavated Below Grade	СҮ	125	\$	\$
W20	Rock Excavation	CY	200	\$	\$
W21	Aggregate Subbase Course Type D	СҮ	625	\$	\$
W22	Aggregate Base Course Type A	CY	350	\$	\$
W23	HMA Binder Course - 19MM	TON	350	\$	\$
W24	HMA Surface Course - 12.5MM	TON	300	\$	\$
W25	HMA Surface Course - 9.5MM	TON	250	\$	\$
TP1	Test Pit - Beach	LS	1	\$	\$
TP2	Test Pits - Myrtle	LS	1	\$	\$
TP3	Test Pit - Skyline	LS	1	\$	\$
TP4	Test Pit - Libby	LS	1	\$	\$
R1	Retirement - Beach	LS	1	\$	\$
R2	Retirement - Myrtle	LS	1	\$	\$
R3	Retirement - Skyline	LS	1	\$	\$
TC1	Work Zone Traffic Control - Beach	LS	1	\$	\$
TC2	Work Zone Traffic Control - Myrtle	LS	1	\$	\$

TC3	Work Zone Traffic Control - Carver		1	\$	\$
TC4	Work Zone Traffic Control - Skillings		1	\$	\$
TC5	Work Zone Traffic Control - Skyline	LS	1	\$	\$
TC6	Work Zone Traffic Control - Libby	LS	1	\$	\$
TC7	Police Detail (Westbrook)	HR	48	\$	\$
FG1	Flagging - Beach	LS	1	\$	\$
FG2	Flagging - Myrtle	LS	1	\$	\$
FG3	Flagging - Carver	LS	1	\$	\$
FG4	Flagging - Skillings	LS	1	\$	\$
FG5	Flagging - Skyline	LS	1	\$	\$
FG6	Flagging - Libby	LS	1	\$	\$
TW1	Temporary Water System - Beach	LS	1	\$	\$
TW2	Temporary Water System - Myrtle	LS	1	\$	\$
TW3	Temporary Water System - Carver	LS	1	\$	\$
TW4	Temporary Water System - Skillings	LS	1	\$	\$
TW5	Temporary Water System - Skyline	LS	1	\$	\$
TW6	Temporary Water System - Libby	LS	1	\$	\$
P1	South Portland Permitting Allowance	LS	1	\$ 2,500.00	\$

P2 Westbrook Permitting Allowance LS 1 \$20,000.00 \$

BID ALTERNATE 1

<u>Item No.</u>	Description	<u>Unit</u>	Estimated <u>Quantity</u>	Bid Unit Price	Bid Price
L1	Foreman	HR	100	\$	\$
L2	Laborer	HR	200	\$	\$
L3	Small Excavator (0.5 YD/18,000 lbs.) & Operator	HR	100	\$	\$
L4	Medium Excavator (1 YD/54,000 lbs.) & Operator	HR	100	\$	\$
L5	Large Excavator (2.5 YD/85,000 lbs.) & Operator	HR	100	\$	\$
L6	Medium Excavator Hammer	HR	20	\$	\$
L7	Large Excavator Hammer	HR	20	\$	\$
L8	Loader & Operator	HR	50	\$	\$
L9	6-Wheel Dump Truck & Driver	HR	10	\$	\$
L10	10-Wheel Dump Truck & Driver	HR	50	\$	\$
L11	Triaxle Dump Truck & Driver	HR	50	\$	\$
L12	Material Allowance	LS	1	\$ 15,000.00	\$
			TOTAL OF	F <u>BASE BID</u> :	\$
		TOT	TAL OF <u>BID AL</u>	<u>FERNATE 1</u> :	\$
		Т	OTAL OF <u>ALL I</u>	BID PRICES:	\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2)

estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

By: [Signature]	
Printed name]	
If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest:	
Signature]	
Printed name]	
Fitle:	
Submittal Date:	
Address for giving notices:	
Felephone Number:	
Fax Number:	
Contact Name and e-mail address:	
Bidder's License No.:	
(where applicable)	

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **PORTLAND WATER DISTRICT** ("Owner") and

("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **PWD DWSRF Galvanized Replacement – Phase 1**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **PWD DWSRF Galvanized Replacement – Phase 1**

ARTICLE 3—ENGINEER

3.01 The Project has been designed by Portland Water District, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. Work may begin on <u>April 14, 2025</u>. The Work will be substantially complete on or before October 16, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 28, 2027. Work in Skyline Avenue may not begin until after <u>July 1, 2026</u>.
- 4.04 Milestones
 - A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 Libby Avenue & Forest Street October 17, 2025
- 4.05 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and

Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. *Substantial Completion:* Contractor shall pay Owner \$**500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. *Milestones:* Contractor shall pay Owner \$**500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
- 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **first** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety (90)** percent of the value of the Work completed (with the balance being retainage).
 - If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **ninety-eight (98)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **one hundred (100)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
 - A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 Interest
 - A. All amounts not paid when due shall bear interest at the rate comparable to current short term lending rates in the state of Maine or allowed by Laws and Regulations. Interest shall not be accrued on retainage.

ARTICLE 7—CONTRACT DOCUMENTS

- 7.01 *Contents*
 - A. The Contract Documents consist of all of the following:
 - 1. This Agreement.

- 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings listed on the attached sheet index.
- 7. Addenda (numbers ______ to _____, inclusive).
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- 8.01 Contractor's Representations
 - A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC[®] C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ______ (which is the Effective Date of the Contract).

Owner:	Contractor:		
(typed or printed name of organization)	(typed or printed name of organization)		
By:	By:		
(individual's signature)	(individual's signature)		
Date:	Date:		
(date signed)	(date signed)		
Name:	Name:		
(typed or printed)	(typed or printed)		
Title:	Title:		
(typed or printed)	(typed or printed)		
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)		
Attest:	Attest:		
(individual's signature)	(individual's signature)		
Title:	Title:		
(typed or printed)	(typed or printed)		
Address for giving notices:	Address for giving notices:		
Designated Representative:	Designated Representative:		
Name:	Name:		
(typed or printed)	(typed or printed)		
Title:	Title:		
(typed or printed)	(typed or printed)		
Address:	Address:		
Phone:	Phone:		
Email:	Email:		
	License No.:		
	(where applicable)		
	State:		

Section 01250

Measurement and Payment

PART 1 - GENERAL

1.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All measurements for payments will be based on completed work performed in strict accordance with the drawings and specifications, and on the contract bidding and payment item schedules. All work completed under the contract will be measured by the Owner according to the methods outlined below. In cases where the payment clause in the specifications relating to any unit or lump sum price stated in the contract requires that the said unit or lump sum price cover and be considered compensation for certain work or material essential to the item, this same item will not be measured or paid for under any other pay item which may appear elsewhere in the specifications.
- B. The Contractor, in case of unit price items measured for payment, shall be paid for the actual amount of work accepted and for the actual amount of materials in place. At the end of each day's work, the Contractor's authorized representative shall meet with the Owner's representative and determine the quantities of unit price work accomplished or completed during the work day. The Owner's representative will then prepare two "Daily Quantity Reports" which shall be signed by both the Contractor's representative and the District's representative. These completed forms will provide the basis for the Contractor's partial payment requests. Items not appearing on the Daily Quantity Report will not be included for payment.

1.02 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:
 - 1. Dewatering
 - 2. Dust Control
 - 3. Erosion control
 - 4. Traffic control plans
 - 5. Construction signs
 - 6. Trench boxes, steel and/or wood sheeting as required, including that left in place
 - 7. Clean-up
 - 8. Loaming and seeding
 - 9. Restoration of property
 - 10. Repair and replacement of utilities damaged by construction activity and corresponding proper disposal of removed materials
 - 11. Crossing other utilities
 - 12. Bonds, insurance, shop drawings, warranties and other submittals required by the contract documents
 - 13. Temporary construction and other facilities not to be permanently incorporated into the work necessary for construction sequencing and maintenance of operations.
 - 14. Permits not otherwise paid for or provided by the Owner
 - 15. Facilities for storage of materials to be incorporated into the Work
 - 16. Test pits to determine existing utility locations, soil conditions, and as required to complete the Work (other than those specifically called out in the drawings).

- 17. Excavation under/near and/or crossing other utilities, including any equipment/supports required for that work
- 18. Assessment of potential obstructions to project work (e.g., existing pipes, services, conduits, ducts, sewers, etc.) and all arrangements with owners of those obstructions to allow for the project work to take place.
- 19. Protection of existing trees, buildings, structures, and utilities (both public and private) including poles, signs, services to buildings, buried utilities, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind.
- 20. Mobilization/demobilization.
- 21. Clearing, grubbing, and stripping.
- 22. Saw cutting, removal, and disposal of existing pavement.
- 23. Resetting or replacement of existing street signs
- 24. Pre-construction photographs/videos (as necessary).
- 25. Project sign installed.

1.03 PAYMENT ITEMS

A. Items W1 to W3 - Ductile Iron Pipe Installed

- 1. Method of Measurement: Linear feet as measured along the centerline of the pipe for the actual number of linear feet of pipe and fittings installed.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for clearing, excavating, shoring and bracing, dewatering, pipe, polyethylene encasement, fittings, laying and jointing, connections to existing piping, removal and disposal of existing piping and appurtenances, capping existing pipes that are not removed, thrust restraint, select backfill, backfilling, testing, restoration and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
- 3. Schedule of Payment: Installation 80%, Testing 20%,

B. Item W4 - HDPE Pipe Installed

- 1. Method of Measurement: Linear feet as measured along the centerline of the pipe for the actual number of linear feet of pipe and fittings installed.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for clearing, excavating, shoring and bracing, dewatering, pipe, fittings, bedding, laying and jointing, testing, removing and disposing of existing pipe and appurtenances that are being replaced, connections to existing piping and services that are remaining, select backfill, backfilling up to bottom of subbase gravel and compaction of placed materials and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
- 3. Schedule of Pavement: Installation 80%, Testing 20%

C. Items W5 to W8 - Gate Valves

- 1. Method of Measurement: Each.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, valve, valve box, abandoning/removing existing valves, select backfill, backfilling, testing and associated work as specified and shown on Drawings.
- 3. Schedule of Payment: Installation 100%

D. Item W9 - Insertion Valves

- 1. Method of Measurement: Each.
- Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, valve, valve box, concrete base support, select backfill, backfilling, testing and associated work as specified and shown on Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
- 3. Schedule of Payment: Installation 100%

E. <u>Items W10 & W11 - Tapping Saddle Installation</u>

- 1. Method of Measurement: Each.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, tapping saddle, corporation, installation of saddle, polyethylene wrap, select backfill, backfilling, testing, , and associated work as specified and shown on Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
- 3. Schedule of Payment: Installation 100%
- F. Item W12 Hydrant Assembly
 - 1. Method of Measurement: Each.
 - 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, 6-inch hydrant control valve, valve box, 6-inch ductile iron pipe, hydrant, fittings, hydrant extensions (if required), restrained joint gaskets (if necessary), removal and disposal of existing hydrant and appurtenances, thrust blocks, polyethylene wrap, select backfill, backfilling, testing, cleanup (loam/seed and/or sidewalk restoration), and associated work as specified and shown on Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
 - 3. Schedule of Payment: Installation 100%
- G. Item W13 Air Release Valves

- 1. Method of Measurement: Each.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, valve, fittings, valve box, select backfill, backfilling, testing, cleanup, and associated work as specified and shown on Drawings.
- 3. Schedule of Payment: Installation 100%

H. Item W14 - Blowoff Assembly

- 1. Method of Measurement: Actual number installed
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, piping, valve, fittings, valve boxes, select backfill, backfilling, testing, cleanup, and associated work as specified and shown on Drawings.
- 3. Schedule of Payment: Installation 100%

I. Items W15 & W16 - Copper Services

- 1. Method of Measurement: Each.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, pipe, corporation, fittings, connection to existing service, service box, rod, curb stop, select backfill, backfilling, testing, cleanup (loam/seed and/or sidewalk/curb restoration), and associated work as specified and shown on Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
- 3. Schedule of Payment: Installation 100%

J. Item W17 – Reconnect Services

- 1. Method of Measurement: Each.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, pipe, corporation, fittings, connection to existing service, select backfill, backfilling, testing, and associated work as specified and shown on Drawings.
- 3. Schedule of Payment: Installation 100%

K. Item W18 - Gravel Borrow

- 1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of gravel borrow installed.
- 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, installation and compaction of gravel borrow as directed by the Owner to replace unsuitable excavated material.

- 3. Schedule of Payment: Installation 100%
- L. Item W19 Unsuitable Material Excavated Below Pipe Grade
 - 1. Method of Measurement: Cubic yard as measured in place prior to removal for the actual number of cubic yards excavated within the limits shown on the Drawings and directed by the Owner.
 - 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for removing unsuitable material excavated below trench grade and replacing with select backfill as directed by the Owner.
 - 3. Schedule of Payment: Excavation 100%
- M. Item W20 Rock Excavation
 - 1. Method of Measurement: Cubic yard as measured in place prior to removal for the actual number of cubic yards excavated within the pay limits shown on the Drawings and directed by the Owner. Boulders less than two cubic yards in volume will not be measured for payment.
 - 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, excavation, select backfill replacement, erosion control, cleanup and associated work as specified and shown on the Drawings.
 - 3. Schedule of Payment: Excavation 100%
- N. Item W21 Aggregate Subbase Course Type D
 - 1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of Aggregate Subbase Course Type D installed.
 - 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for installation grading, and compaction of Aggregate Subbase Course Crushed (MDOT 703.06c) used for trench repair within the pay limits within the trench repair areas indicated on the drawings.
 - 3. Schedule of Payment: Installation 100%
- O. Item W22 Aggregate Base Course Type A
 - 1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of Aggregate Base Course Type A installed.
 - 2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for installation grading, and compaction of Aggregate Base Course Crushed (MDOT 703.06a) used for trench repair within the pay limits within the trench repair areas indicated on the drawings.
 - 3. Schedule of Payment: Installation 100%

P. Items W23 to W25 - Hot Mix Asphalt (HMA) [19MM, 12.5MM, and 9.5MM]

1. Method of Measurement: The volume will be measured in place for the actual quantity of paving installed within the pay limits within the trench repair areas indicated on the drawings. The total paving volume will be converted to weight in tons by the following formula for payment under these bid items:

Paving Area	Х	Paving Thickness	Х	0.06	=	Paving Weight
(square yards)		(inches)				(tons)

2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for placing hot bituminous pavement, milling, clean up and associated work as specified and shown on the Drawings. A price adjustment (up or down) based on the variance in costs for performance graded binder will be made for this item and calculated with the following formula (based on MDOT special provision section 108.)

Price adjustment = (# of tons) x (period price - base price) x [asphalt factor]

Base Price = The price of the PG binder liquid per ton that exists on the bid opening date

Period Price = The price of the PG binder liquid per ton that exists on the paving date that uses the New England Average Selling price.

% Asphalt factor = 5.2% for 19mm, 5.6% for 12.5mm and 6.2% for 9.5mm

Liquid prices are found at:

http://www.maine.gov/mdot/contractors/bidderinfo/asphalt.shtml

3. Schedule of Payment: Installation - 100%

Q. Items TP1 to TP4 - Project Site Specific Test Pits

- 1. Method of Measurement: Lump Sum.
- 2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for conducting test pits as outlined in the drawings including backfilling and temporary pavement.
- 3. Schedule of Payment: Completion of Work 100%

R. Items R1 to R3 - Project Site Specific Retirements

- 1. Method of Measurement: Lump Sum.
- 2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for retirement of connections of existing piping to the main as outlined in the drawings including excavating, shoring and bracing, dewatering, fittings, pipe, removal and disposal of existing piping and appurtenances, sealing existing pipes that are not removed, select backfill, backfilling, restoration and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base

gravel, and Hot Mix Asphalts. providing work zone traffic control, traffic signs, construction signs, and associated work as specified.

- 3. Schedule of Payment: Completion of Work 100%
- S. Items TC1 to TC6 Project Site Specific Traffic Control
 - 1. Method of Measurement: Lump Sum.
 - 2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for providing work zone traffic control, traffic signs, construction signs, and associated work as specified.
 - 3. Schedule of Payment: Final Completion 100%
- T. <u>Item TC7 Police Detail</u>
 - 1. Method of Measurement: Total hours.
 - 2. Basis of Payment: Unit price per man-hour as stated in the Bid. Payment shall include the number of hours the designated station is occupied. The number of hours authorized for payment will be measured to the nearest ¹/₄ hour
 - 3. Schedule of Payment: Completion of Work 100%
- U. Items FG1 to FG6 Project Site Specific Flagging
 - 1. Method of Measurement: Lump Sum.
 - 2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for providing work zone flagging and associated work as specified.
 - 3. Schedule of Payment: Final Completion 100%

V. Items TW1 to TW6 - Project Site Specific Temporary Water Systems

- 1. Method of Measurement: Lump Sum.
- 2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for installation of, testing of, service connections to [including customer coordination], maintenance of, removal of, and restoration of the temporary water system including pavement restoration outside the specified limits of the water piping trench, and associated work as specified.
- 3. Schedule of Payment: Installation, Testing, & Service Connections Complete 50%, Final Temporary Service Disconnection 50%
- W. Items P1 to P2 Permitting Allowances
 - 1. Method of Measurement: Allowances have been established for fees associated to street opening permits assessed by the municipality. The Contractor shall provide an itemized invoice from the municipality for the final permit fee amount.

- 2. Basis of Payment: The approved invoice amount will be subtracted from the allowance amount.
- 3. Schedule of Payment: Payment will be made as set forth in the General Conditions and subtracted from the allowance amount. Only the itemized invoice amount will be paid, contractor markups shall not be permitted on payments from these allowances.

X. Items L1 & L2 - Foreman & Laborer

- 1. Method of Measurement: Total hours.
- 2. Basis of Payment: Unit price per man-hour as stated in the Bid. Payment shall include wages, benefits and overhead and profit for personnel for the purpose of replacing service line piping on private property request of the Owner.
- 3. Schedule of Payment: Completion of Work 100%

Y. Items L3 to L11 - Excavators, Loader, Hammer, and Dump trucks

- 1. Method of Measurement: Total hours.
- 2. Basis of Payment: Unit price per hour as stated in the Bid. Payment shall include equipment and operator/driver, wages, benefits, fuel and overhead and profit for the purpose of replacing service line piping on private property request of the Owner.
- 3. Schedule of Payment: Completion of Work 100%
- Z. Item L12 Materials Allowance
 - 1. Method of Measurement: This Allowance has been established for costs associated to materials required to replace service line piping on private property request of the Owner. The Contractor and the Owner's Representative shall agree to and document materials used to complete the requested work.
 - 2. Basis of Payment: The approved invoice amount will be subtracted from the allowance amount.
 - 3. Schedule of Payment: Payment will be made as set forth in the General Conditions and subtracted from the allowance amount. Contractor may apply markups in line with those allowed in the General Conditions for materials related to payments from these allowances.

PART 2 – PRODUCTS

(NOT USED)

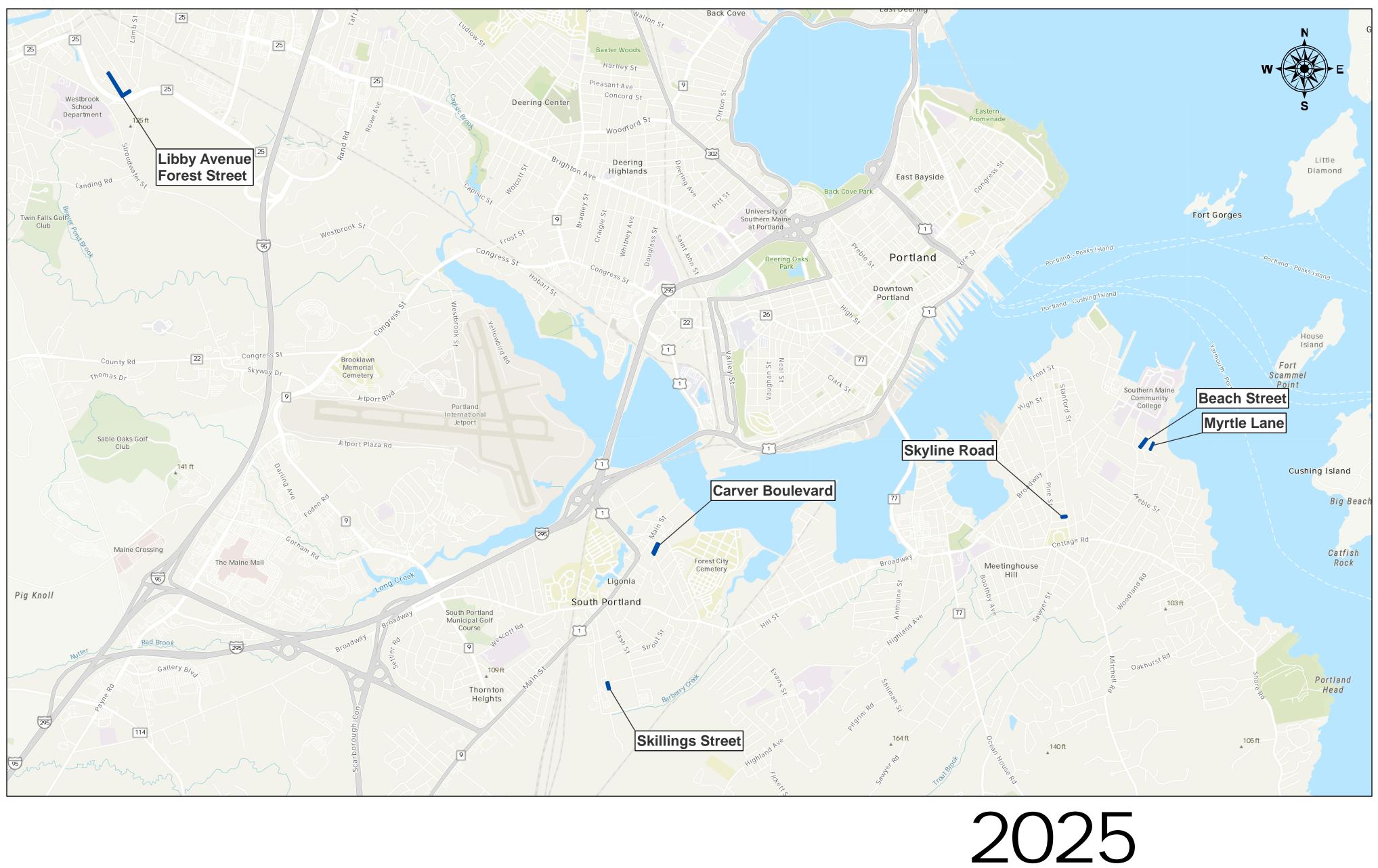
PART 3 - EXECUTION

(NOT USED)

-- END OF SECTION --

DWSRF GALVANIZED REPLACEMENT PHASE 1 SOUTH PORTLAND AND WESTBROOK, MAINE

PROJECT LOCATIONS



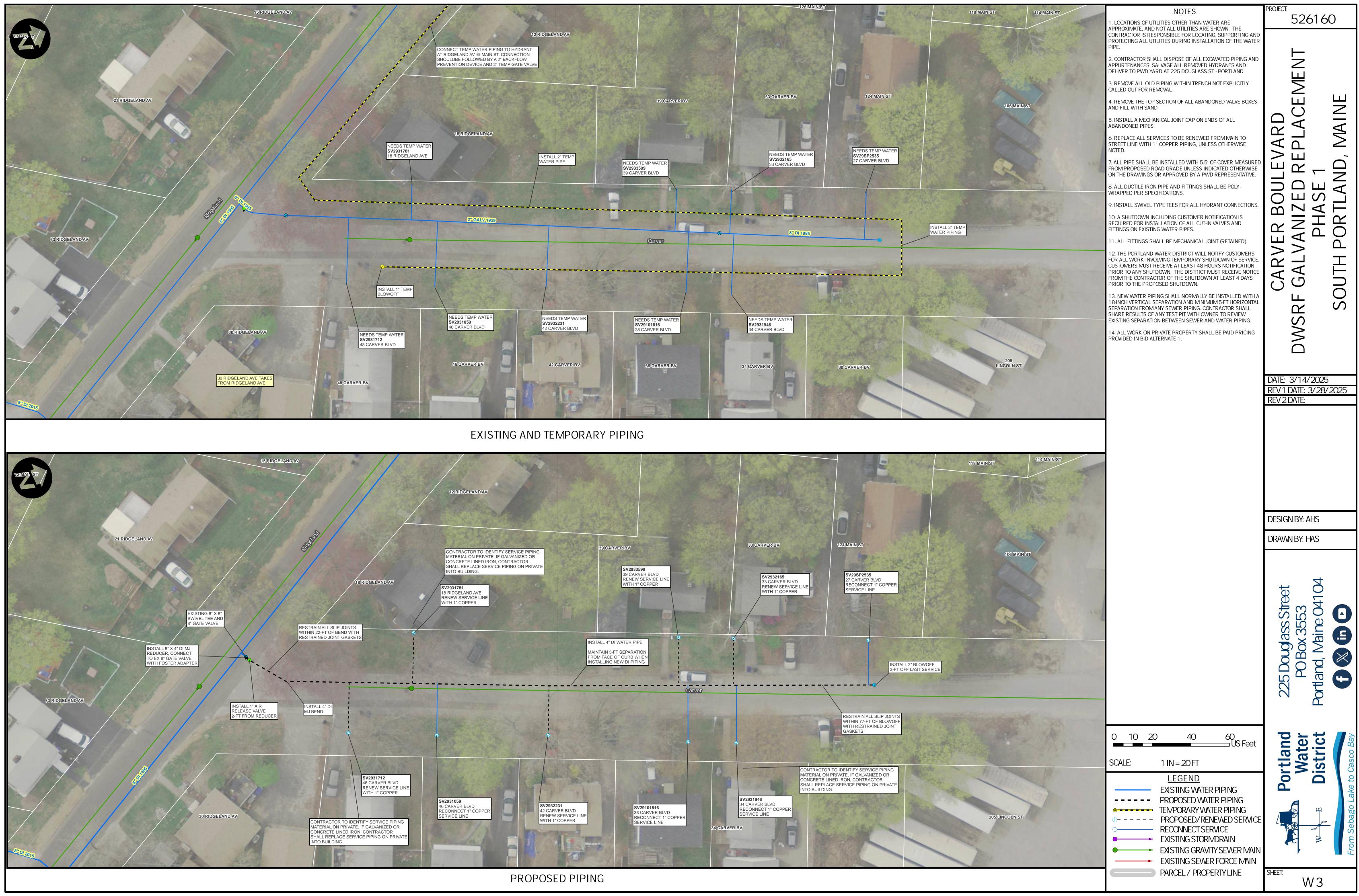


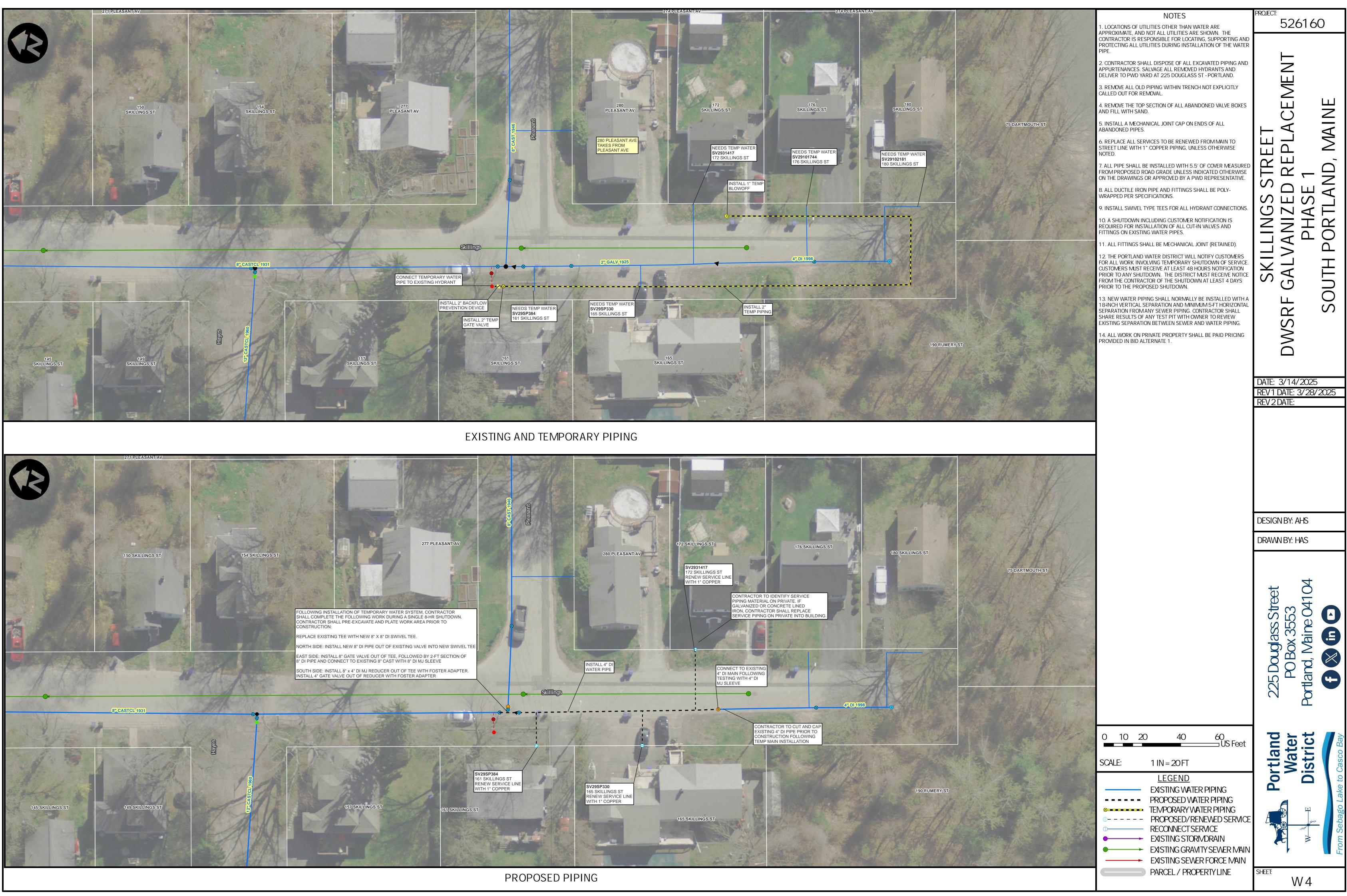
SHEET#	DESCRIPTION
	COVER SHEET
W1	BEACH STREET- SOUTH PORTLAND
W2	MARTLE LANE - SOUTH PORTLAND
W3	CARVER BOULEVARD - SOUTH PORTLAND
VV4	SKILLINGS STREET - SOUTH PORTLAND
W5	SKYLINE ROAD - SOUTH PORTLAND
W6	LIBBY AVENUE – WESTBROOK
W7	FOREST STREET - WESTBROOK
D1	STANDARD WATER DETAILS
D2	STANDARD WATER DETAILS

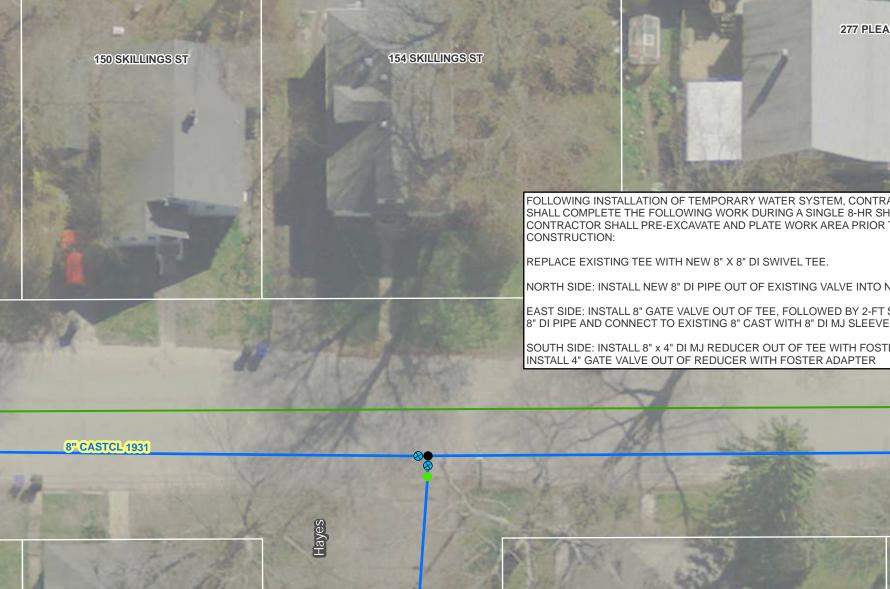
SHEETINDEX



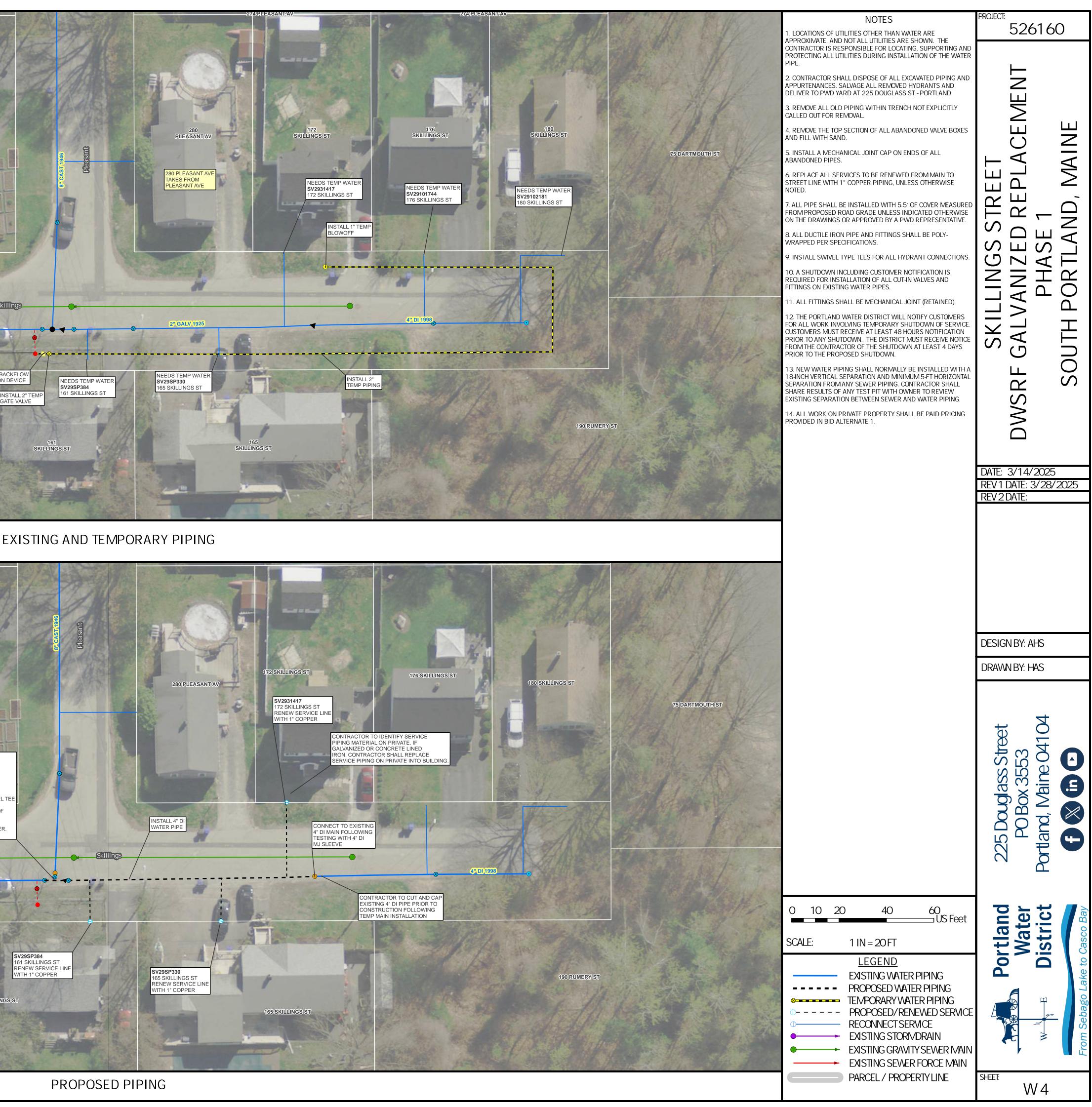






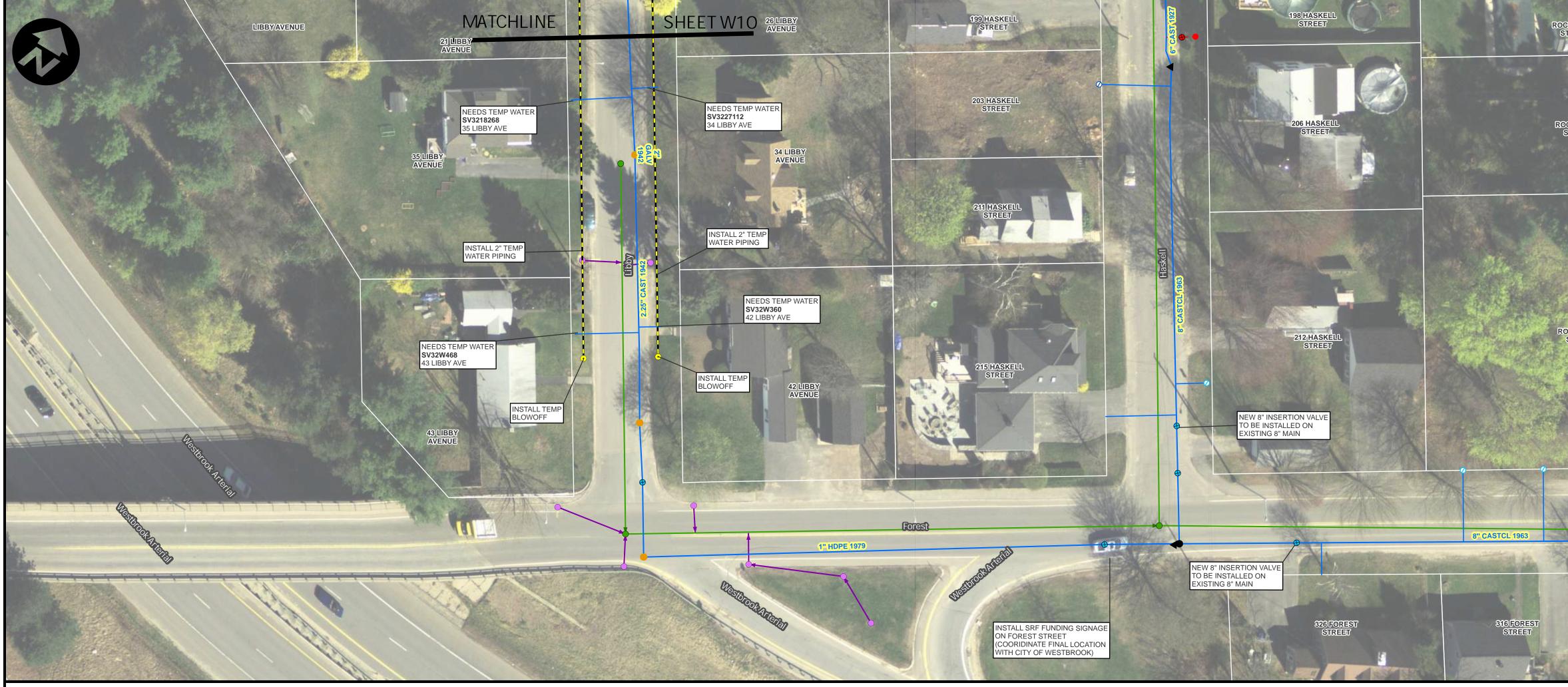


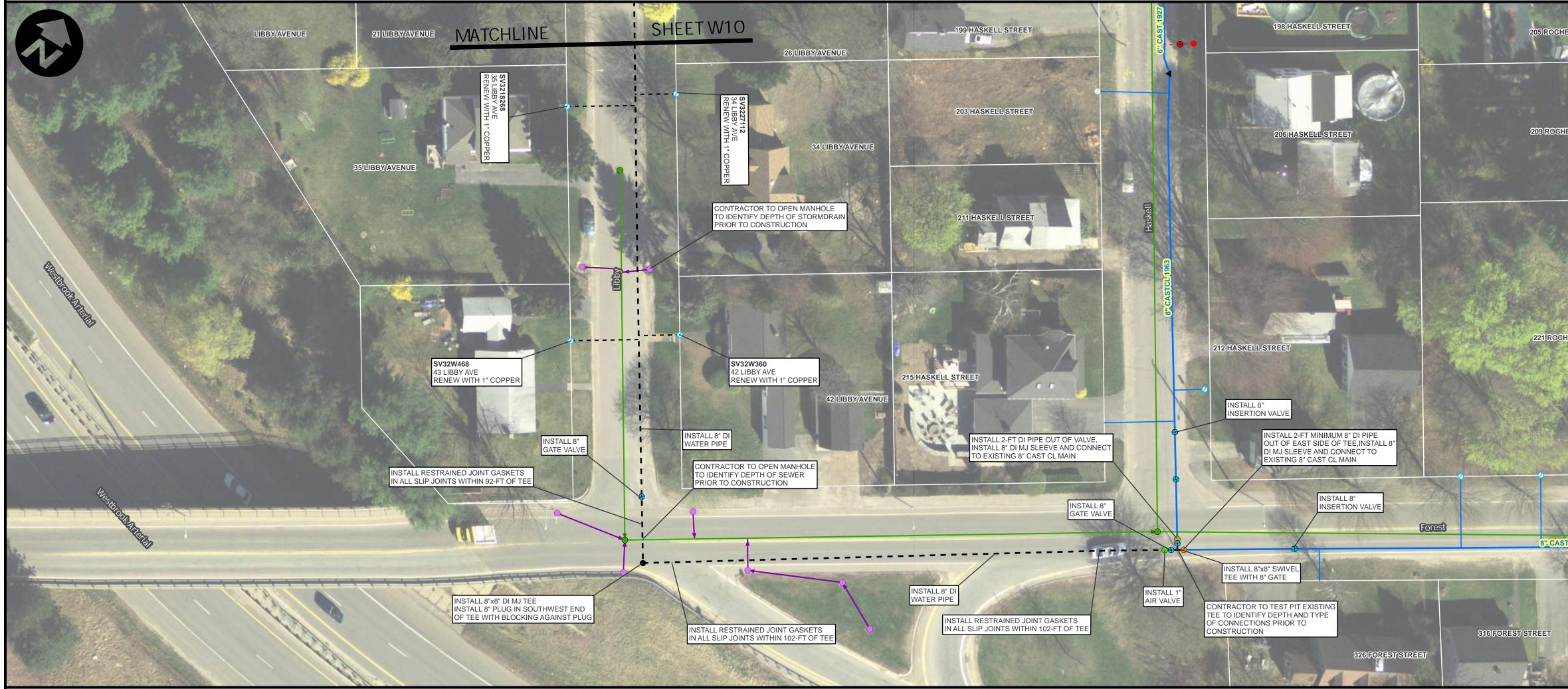






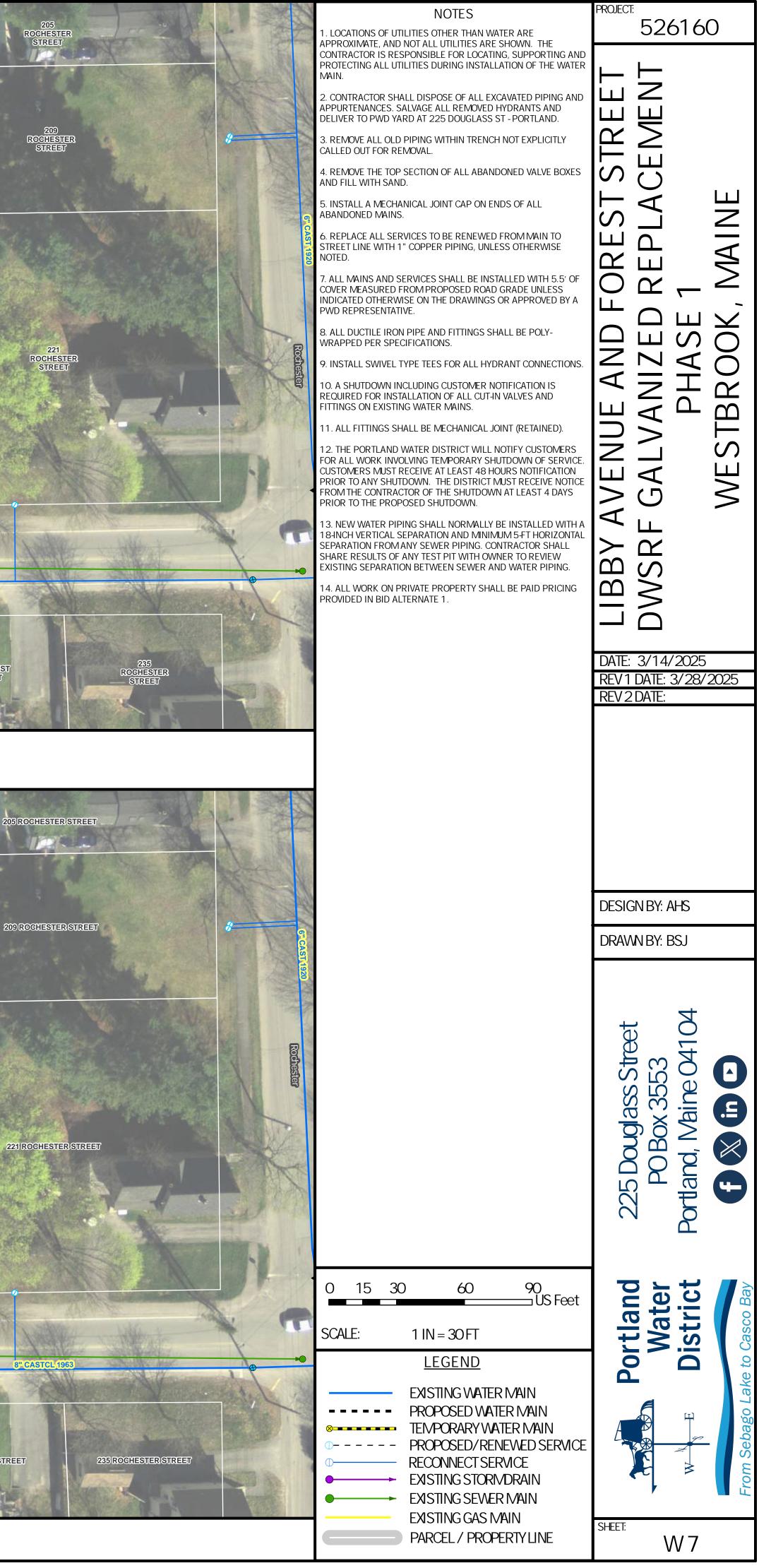


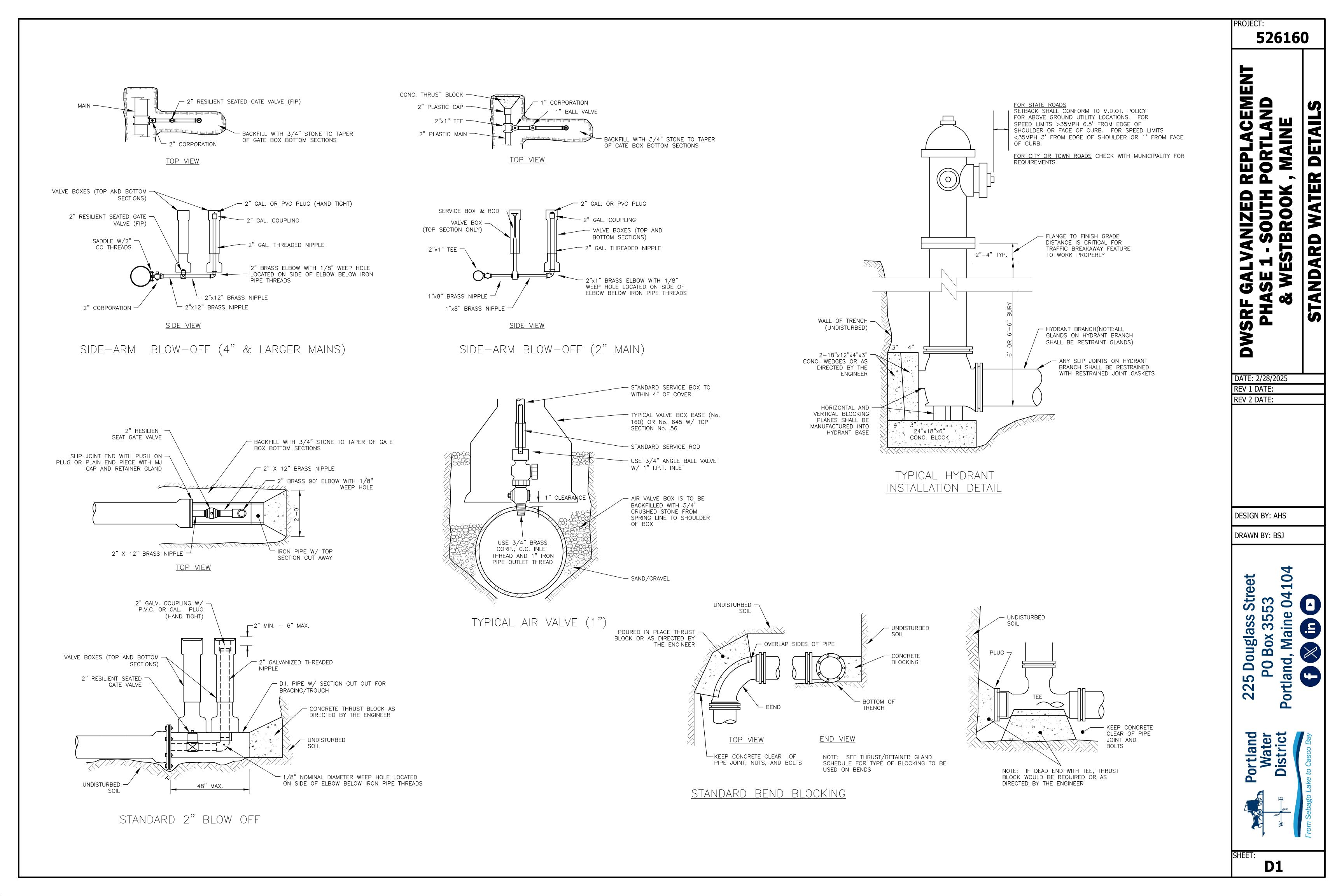




EXISTING AND TEMPORARY PIPING

PROPOSED PIPING





TRENCH SECTION NOTES

- 1. ALL ROADWAY PAVEMENT SHALL BE SAWCUT AND PLACED WITH A STREET PAVER.
- 2. TACK COAT APPLIED TO ALL SAWCUT AND MILLED SURFACES.
- 3. THE FINAL SAW CUTTING OF PAVEMENT SHALL BE PERFORMED AFTER BACKFILLING AND COMPACTION TO THE TOP OF THE EXISTING GRAVEL BASE IS COMPLETE.
- . INSTALL BASE PAVEMENT TO MATCH EXISTING PAVEMENT GRADE IN <YEAR>. TRENCH TO BE MILLED AND PAVED WITH #" OF #MM SURFACE HMA IN SPRING <YEAR> WHERE SURFACE PAVEMENT REQUIRED.
- BASE PAVEMENT INSTALLED MUST MATCH EXISTING BASE PAVEMENT DEPTH WITH A MAX PAVEMENT DEPTH OF 6". DEPTHS LISTED IN DETAIL ARE APPROXIMATE BASED ON CITY RECORDS OF PAVEMENT DEPTH.

TABLE 1						
ROAD	PAVEMENT BASE 19MM	PAVEMENT SURFACE 12.5MM	PAVEMENT SURFACE 9.5MM			
BEACH ST	4.5″	N/A	1.5″			
MYRTLE AVE	4.5″	N/A	1.5″			
CARVER BLVD	4.5″	N/A	1.5″			
RIDGELAND AVE	4.5″	N/A	1.5″			
MYRTLE LN	4.5″	N/A	1.5″			
SKILLINGS ST	3.0″	N/A	1.5″			
SKYLINE RD	3.0″	N/A	1.5″			
SAWYER ST	2.5″	N/A	1.5″			
LAWRENCE ST	N/A	3.5″	1.5″			
LIBBY AVE	N/A	4.0″	N/A			
FOREST ST	N/A	3.5″	1,5″			

