

**TOWN OF DAMARISCOTTA
WARRANT FOR SPECIAL TOWN MEETING
June 1, 2022**

LINCOLN, SS

STATE OF MAINE

TO: Jason Warlick, a Constable for the Town of Damariscotta in the County of Lincoln.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Damariscotta, in said County, qualified by law to vote in Town Affairs, to assemble at the Damariscotta Municipal Building on 21 School Street in said Town, on Wednesday the 1st day of June, A.D. 2022 at 5:30p.m., then and there to act on Articles 1, 2 and 3.

ARTICLE 1. To choose a Moderator to preside at said meeting.

ARTICLE 2. Shall the Town commit vote to approve a Community Development Block Grant project development application for the following program and dollar amount:

Program- Hodgdon Street storm drainage reconstruction

Amount- \$86,800.00

ARTICLE 3. Shall the Town commit a total of \$122,800 in FY2022 and FY2023 capital reserve funds for the Hodgdon Street reconstruction project. Such amount shall also serve as the local match for the Hodgdon Street Storm drainage system CDB Grant

Given under our hands at said Damariscotta, Maine this 18th day of May, A.D., 2022.

Daryl Fraser, Chairman

Louis F. Abbotoni

Attest:

Joshua Pinkham

Cheryl M. Pinkham, Deputy Clerk

Mark Hagar

Tom Anderson
Board of Selectmen Damariscotta, Maine



OFFICIAL BALLOT
TOWN OF DAMARISCOTTA, MAINE
CANDIDATE BALLOT
ANNUAL TOWN MEETING
JUNE 14, 2022

BALLOT 1 OF 5

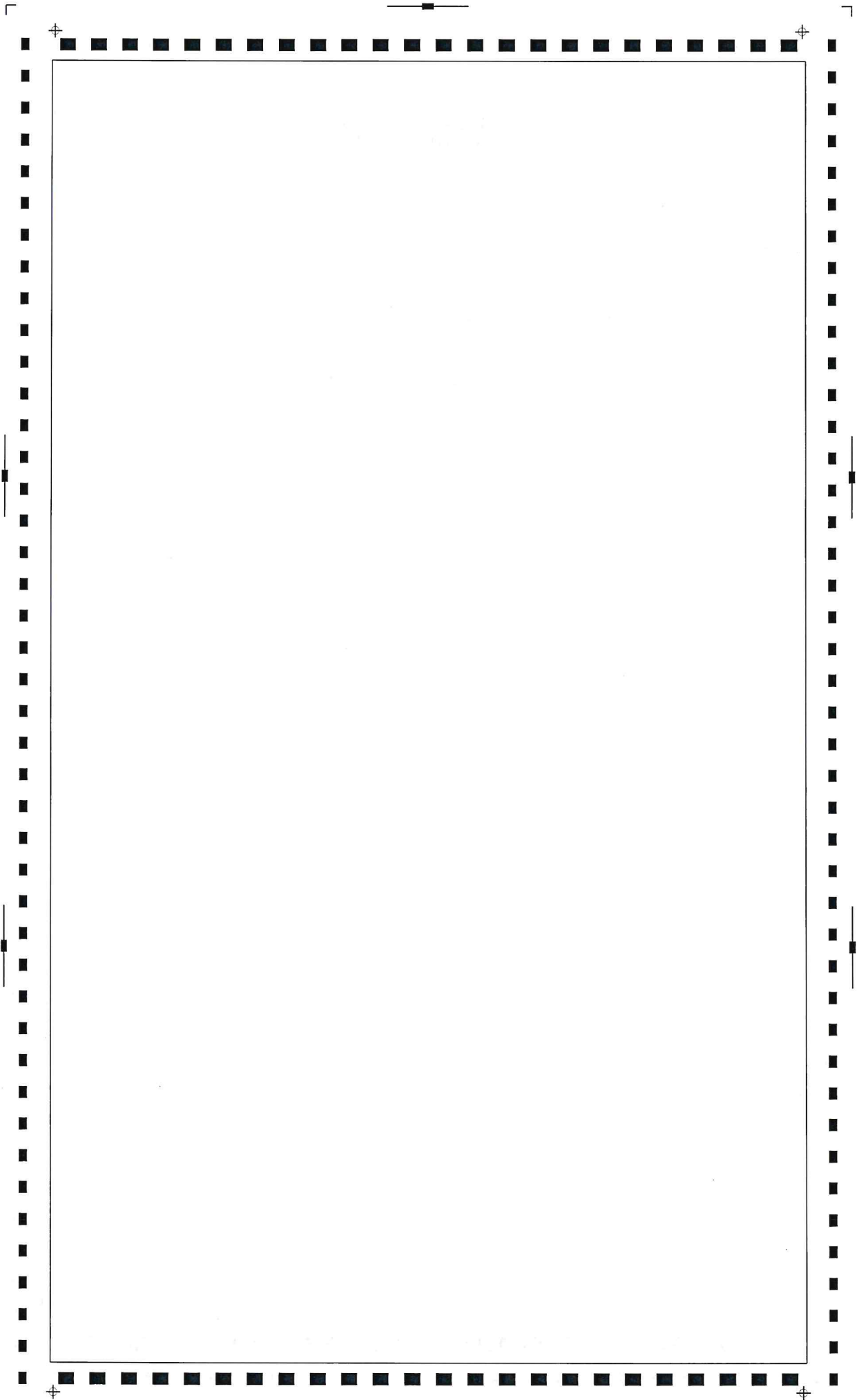
R. Bartolotta
Town Clerk

Instructions to Voters

- A. To vote, completely fill in the OVAL to the left of your choice(s) like this: ●
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name on the line provided and completely fill in the OVAL.
- D. To have your vote count, do not erase or cross out your choice.
- E. If you make a mistake, ask for a new ballot.

Selectman / Assessor / Overseer of Poor 3 - Year Term Vote for two	School Board Member 3 - Year Term Vote for one	Sanitary District Trustee Member 3 - Year Term Vote for one
<input type="radio"/> Pinkham, Joshua	<input type="radio"/> Krawic, Amy	<input type="radio"/> Cameron, Lewis
<input type="radio"/>Write-in	<input type="radio"/>Write-in	<input type="radio"/>Write-in
<input type="radio"/>Write-in		

CONTINUE TO NEXT BALLOT FOR REFERENDUM QUESTIONS





OFFICIAL BALLOT
TOWN OF DAMARISCOTTA
REFERENDUM BALLOT
ANNUAL TOWN MEETING
JUNE 14, 2022

BALLOT 2 OF 5

J. Bartolotta
Town Clerk

Instructions to Voters

- A. To vote, completely fill in the OVAL to the left of your choice(s) like this: ●
B. To have your vote count, do not erase or cross out your choice.
C. If you make a mistake, ask for a new ballot.

ARTICLE 3.

To see if the Town will vote to adopt Charter amendments that include designating the Historical Preservation Review Commission as a Standing Committee, changing the name Board of Selectmen to Select Board and Select Board member to be consistent with the recent wording change in State Statutes, and increasing the town manager expenditure authority for budgeted purchases and contracts to \$15,000. A copy of the Town Charter that shows the proposed amendments is on file with the Town Clerk.

Yes

No

ARTICLE 4.

To see if the Town will vote to adopt amendments to the Land Use Ordinance prohibiting new formula businesses as defined as in the ordinance from locating in the Commercial 1 (Downtown) District. A copy of this proposed amended ordinance is on file with the Town Clerk.

Yes

No

ARTICLE 5.

To see if the Town will vote to amend the Land Use Ordinance to update the list of permitted and conditional uses, add new definitions, and revise several existing definitions. A copy of this proposed amended ordinance is on file with the Town Clerk.

Yes

No

ARTICLE 6.

To see if the Town will vote to amend the Planned Unit Development Provisions and the Dimensional Standards of the Land Use Ordinance to better utilize sewer accessible land and to encourage development of new housing in the community. A copy of this proposed amended ordinance is on file with the Town Clerk.

Yes

No

ARTICLE 7.

To see if the Town will vote to rescind the Town's 2019 Ordinance banning single use plastic bags that went into effect in March, 2019 since this ordinance has been superseded by the State Statute banning single use plastic bags. A copy of this proposed ordinance is on file with the Town Clerk.

Yes

No

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLE 8.

To see if the Town will vote to amend the Medical Marijuana Licensing Ordinance to:
-Prohibit more than one of the same type of license at the same establishment
-Prohibit a person (as defined) from applying for a license if that person, as owner, officer, member manager or partner, already holds the same type of license anywhere in the community
-Require medical marijuana retail establishments to begin operation within 60 days and be fully operational within 120 days
-Require other medical marijuana establishments to begin operation within 120 days and be fully operational within 1 year
-Prohibit an applicant whose license has been revoked from applying for any adult use (or medical marijuana use as applicable) license for 3 years
-Clarify that if a license is revoked, the licensee will forfeit the application fee and any other town fees associated with the application
-Clarify which Departments have enforcement responsibilities
A copy of this proposed ordinance is on file with the Town Clerk.

- Yes
- No

ARTICLE 9.

To see if the Town will vote to amend the Adult Use Marijuana Licensing Ordinance to:
-Prohibit more than one of the same type of license at the same establishment
-Prohibit a person (as defined) from applying for a license if that person, as owner, officer, member manager or partner, already holds the same type of license anywhere in the community
-Require adult use marijuana retail establishments to begin operation within 60 days and be fully operational within 120 days
-Require other adult use marijuana establishments to begin operation within 120 days and be fully operational within 1 year
-Prohibit an applicant whose license has been revoked from applying for any adult use (or medical marijuana use as applicable) license for 3 years
-Clarify that if a license is revoked, the licensee will forfeit the application fee and any other town fees associated with the application
-Clarify which Departments have enforcement responsibilities
A copy of this proposed ordinance is on file with the Town Clerk.

- Yes
- No

ARTICLE 10.

To see if the Town will vote to raise and appropriate the sum of \$948,956.56 for GENERAL GOVERNMENT:

ADMINISTRATION:	Board of Selectmen & Budget Committee recommend:	\$531,078.54
ASSESSING:	Board of Selectmen & Budget Committee recommend:	\$ 70,217.00
PLANNING & DEV:	Board of Selectmen & Budget Committee recommend:	\$ 90,395.14
SOLID WASTE:	Board of Selectmen & Budget Committee recommend:	\$140,402.88
MUNICIPAL BLDGS:	Board of Selectmen & Budget Committee recommend:	\$ 57,593.00
CONTINGENCY:	Board of Selectmen & Budget Committee recommend:	\$ 22,000.00
LEGAL SERVICES:	Board of Selectmen & Budget Committee recommend:	\$ 15,000.00
INSURANCES:	Board of Selectmen & Budget Committee recommend:	\$ 15,770.00
GEN. ASSISTANCE:	Board of Selectmen & Budget Committee recommend:	\$ 6,500.00

TOTAL GENERAL GOVERNMENT:
Board of Selectmen & Budget Committee recommend: \$948,956.56

- Yes
- No

ARTICLE 11:

To see if the Town will vote to raise and appropriate the sum of \$723,561.68 for the POLICE DEPT:

TOTAL POLICE DEPARTMENT:
Board of Selectmen & Budget Committee recommend: \$723,561.68

- Yes
- No

CONTINUE VOTING ON BALLOT #3



OFFICIAL BALLOT
TOWN OF DAMARISCOTTA
REFERENDUM BALLOT
ANNUAL TOWN MEETING
JUNE 14, 2022

BALLOT 3 OF 5

J. Bartolotta
Town Clerk

Instructions to Voters

- A. To vote, completely fill in the OVAL to the left of your choice(s) like this: ●
B. To have your vote count, do not erase or cross out your choice.
C. If you make a mistake, ask for a new ballot.

ARTICLE 12:

To see if the Town will vote to raise and appropriate the sum of \$476,902.40 for PUBLIC SAFETY -NOT INCLUDING POLICE DEPARTMENT:

ANIMAL CONTROL:	Board of Selectmen & Budget Committee recommend:	\$ 6,536.00
FIRE DEPT:	Board of Selectmen & Budget Committee recommend:	\$149,357.62
EMERGENCY MGT:	Board of Selectmen & Budget Committee recommend:	\$ 2,279.45
HYDRANTS:	Board of Selectmen & Budget Committee recommend:	\$157,103.44
STREET LIGHTS:	Board of Selectmen & Budget Committee recommend:	\$ 6,500.00
TRAFFICE LIGHTS:	Board of Selectmen & Budget Committee recommend:	\$ 2,200.00
CLC AMBULANCE:	Board of Selectmen & Budget Committee recommend:	\$152,925.89

TOTAL PUBLIC SAFETY NOT INCLUDING POLICE DEPARTMENT:

Board of Selectmen & Budget Committee recommend: \$476,902.40

- Yes
 No

ARTICLE 13:

To see if the Town will vote to raise and appropriate the sum of \$553,674.42 for PUBLIC WORKS:

HIGHWAY DEPT:	Board of Selectmen & Budget Committee recommend:	\$507,996.42
CEMETERY MAINT:	Board of Selectmen & Budget Committee recommend:	\$ 44,508.00
BISCAY BEACH:	Board of Selectmen & Budget Committee recommend:	\$ 1,170.00

TOTAL PUBLIC WORKS:

Board of Selectmen & Budget Committee recommend: \$553,674.42

- Yes
 No

ARTICLE 14.

To see if the Town will vote to appropriate the sum of \$20,000 from Trust Funds for the WORTHY POOR:

Board of Selectmen & Budget Committee recommend: \$20,000.00

- Yes
 No

ARTICLE 15.

To see if the Town will vote to raise and appropriate the sum of \$8,350 for Adult Education:

Board of Selectmen & Budget Committee recommend: \$8,350.00

- Yes
 No

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLE 16.

To see if the Town will vote to raise and appropriate the sum of \$201,975 for DEBT SERVICE:

Bond Issue for Road and Sidewalk Improvements 10/37	\$191,132.72
Loan for Street Light Purchase and LED Conversion 10/25	\$ 10,842.28

TOTAL DEBT SERVICE:

· Board of Selectmen & Budget Committee recommend: **\$201,975.00**

Yes

No

ARTICLE 17.

To see if the Town will vote to raise and appropriate the sum of \$552,396.62 for the Lincoln County Assessment:

Assessment approved by the County Commissioners \$552,396.62

Yes

No

ARTICLE 18.

To see if the Town will add a new Capital Reserve Account entitled "Broadband" for the purpose of setting aside funding that becomes available for Broadband-related services and facilities.

Yes

No

CONTINUE VOTING ON BALLOT #4



OFFICIAL BALLOT
TOWN OF DAMARISCOTTA
REFERENDUM BALLOT
ANNUAL TOWN MEETING
JUNE 14, 2022

BALLOT 4 OF 5

A. Bartolotta
Town Clerk

Instructions to Voters

- A. To vote, completely fill in the OVAL to the left of your choice(s) like this: ●
B. To have your vote count, do not erase or cross out your choice.
C. If you make a mistake, ask for a new ballot.

ARTICLE 19.

To see if the Town will vote to raise and appropriate the sum of \$424,100 for the CAPITAL RESERVE FUND:

Reserve Acct	Projected Balance 6/30/2022	Recommended	Total Projected Available
		FY 2023	FY 2023
Municipal Building	\$27,072	\$ 12,600	\$39,672
Fire Station	\$164,593	\$90,000	\$254,593
Sand/Salt Shed	\$20,859	\$0	\$ 20,859
Waterfront	\$ 651,025	\$0	\$651,025
SUBTOTAL LAND & BLDGS	\$ 863,549	\$ 102,600	\$966,149
Fire Truck	\$254,475	\$85,000	\$339,475
Fire Equipment	\$37,179	\$2,000	\$ 39,179
SUBTOTAL FIRE DEPT	\$ 291,654	\$87,000	\$ 378,654
POLICE VEHICLE	\$8,000	\$12,000	\$ 20,000
Highway Truck	\$ 16,000	\$10,000	\$ 26,000
Highway Equipment	\$24,527	\$5,000	\$29,527
SUBTOTAL HIGHWAY DEPT.	\$ 40,527	\$15,000	\$ 55,527
Sidewalk Program	\$185,277	0	\$185,277
Paving, Drainage & Maintenance	\$420,146	\$108,000	\$528,146
Municipal Parking Lot	\$13,914	\$2,000	\$15,914
SUBTOTAL TRANSPORTATION	\$ 619,337	\$110,000	\$ 729,337
TECHNOLOGY	\$614	\$4,000	\$4,614
COMPREHENSIVE PLAN	\$7,270	\$5,000	\$12,270
CEMETERY	\$ 6,817	\$23,500	\$30,317
LANDFILL	\$10,148	\$4,000	\$14,148
TOWN CLOCK	\$ 12,061	\$1,000	\$ 13,061
BISCAY BEACH	\$3,758	0	\$ 3,758
PROPERTY REVALUATION	\$ 40,000	\$ 60,000	\$100,000
TOTAL RESERVE BALANCES	\$ 1,903,735	\$424,100	\$2,327,835

TOTAL CAPITAL RESERVE FUND:

Board of Selectmen & Budget Committee recommend: **\$424,100**

Yes

No

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLE 20.

To see if the Town will vote to raise and appropriate the sum of \$3,000 for COMMUNITY SERVICES RECREATION & HOLIDAY FUNDS:

Board of Selectmen & Budget Committee recommend: \$3,000

Yes

No

ARTICLE 21.

To see if the Town will vote to raise and appropriate the sum of \$33,813 for support of the annual operation of Skidompha Public Library as the public library for the citizens of Damariscotta:

Board of Selectmen & Budget Committee recommend: \$33,813

Yes

No

ARTICLE 22.

To see if the Town will vote to raise and appropriate the sum of \$17,500 to support of Lincoln County Television: (Request submitted by petition)

Organization Request: \$17,500

Yes

No

ARTICLE 23.

To see if the Town will vote to raise and appropriate the sum of \$1,325 for the provider agency New Hope for Women. (Request submitted by petition)

Organization Request: \$1,325

Yes

No

ARTICLE 24.

To see if the Town will vote to raise and appropriate the sum of \$2,000 for the provider agency Coastal Kids Preschool. (Request submitted by petition)

Organization Request: \$2,000

Yes

No

ARTICLE 25.

To see if the Town will vote to raise and appropriate the sum of \$4,820 for the provider agency Spectrum Generations. (Request submitted by petition)

Organization Request: \$4,820

Yes

No

ARTICLE 26.

To see if the Town will vote to raise and appropriate the sum of \$2,200 for the provider agency Healthy Kids.

Organization Request: \$2,200

Yes

No

ARTICLE 27.

To see if the Town will vote to raise and appropriate the sum of \$7,500 for the provider agency Historical Society. (Request submitted by petition)

Organization Request: \$7,500

Yes

No

CONTINUE VOTING ON BALLOT #5



OFFICIAL BALLOT
TOWN OF DAMARISCOTTA
REFERENDUM BALLOT
ANNUAL TOWN MEETING
JUNE 14, 2022

BALLOT 5 OF 5

J. Bartolotta
Town Clerk

Instructions to Voters

- A. To vote, completely fill in the OVAL to the left of your choice(s) like this: ●
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ARTICLE 28.

To see if the Town will vote to appropriate from the Estimated Revenues Account \$1,421,625 to be applied to reduce the 2023 Tax Commitment.

GENERAL GOVERNMENT:	\$ 874,600
INTERGOVERNMENTAL REVENUES:	\$ 340,000
STATE REIMBURSEMENTS/TAX EXEMPTIONS:	\$ 196,400
STATE REIMBURSEMENT/GENERAL ASSISTANCE:	\$ 4,875
POLICE REVENUES:	\$ 5,750

Board of Selectmen & Budget Committee recommend: \$1,421,625

Yes

No

ARTICLE 29.

To see if the Town will vote to appropriate \$22,000 from the Maine Department of Transportation Local Road Assistance Program and transfer it to the General Fund as a revenue to be applied toward the Highway Department.

Board of Selectmen & Budget Committee recommend: \$22,000

Yes

No

ARTICLE 30.

To see if the Town will vote to appropriate \$200,000 from the Undesignated Fund Balance to be applied to reduce the FY 2023 tax rate:

Board of Selectmen & Budget Committee recommend: \$200,000

Yes

No

ARTICLE 31.

To see if the town will vote to exceed the property tax levy limit of \$1,752,768 established for Damariscotta by state law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that is greater than the property tax levy limit.

Yes

No

ARTICLE 32.

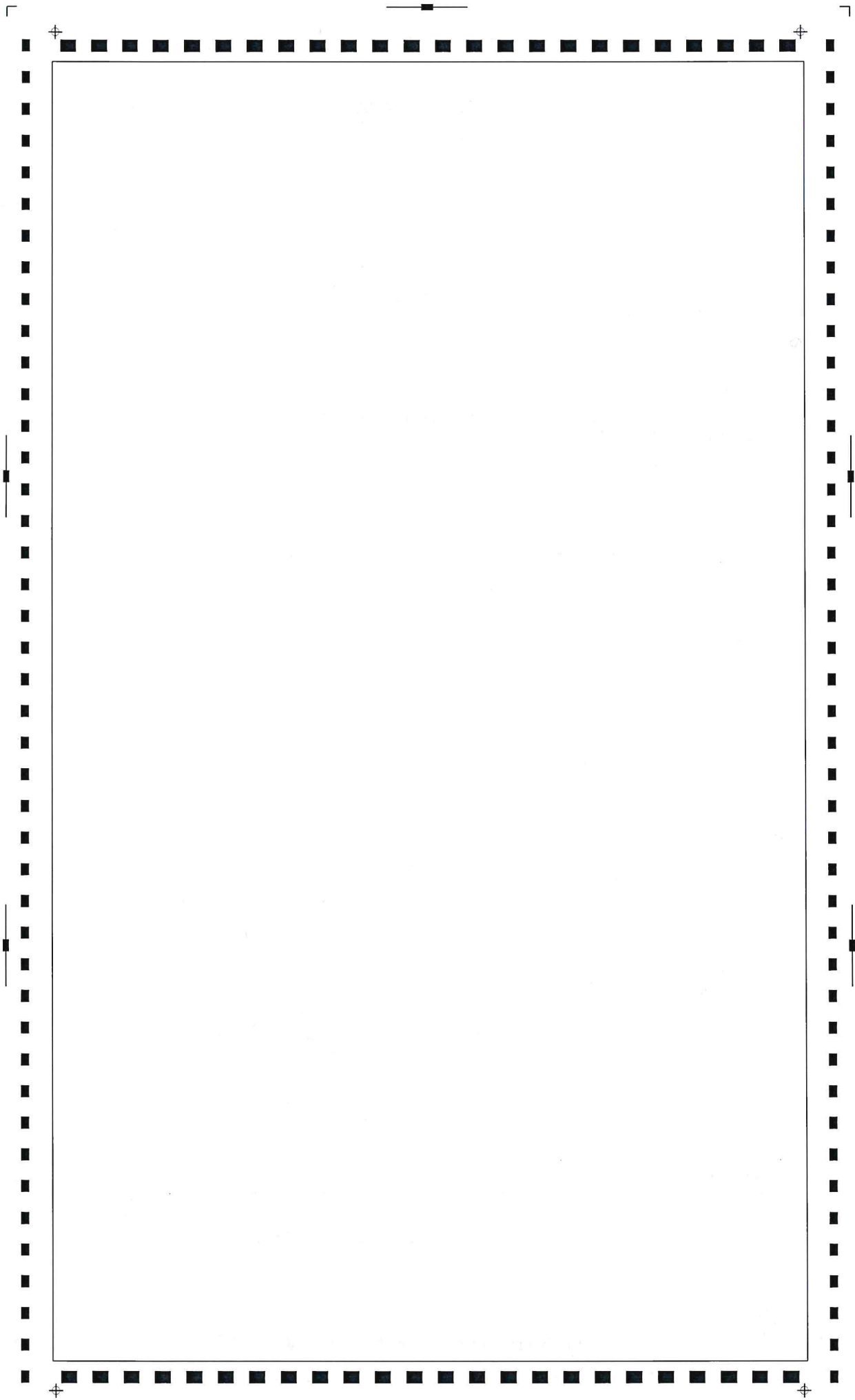
To see if the Town will vote to authorize the Board of Selectmen to borrow or appropriate from un-appropriated surplus of \$25,000 as they deem advisable to meet unanticipated expenses and emergencies that occur during fiscal year 2023. (Projected balance on June 30, 2022: \$1,400,000)

Board of Selectmen recommends: \$25,000

Yes

No

YOU HAVE NOW COMPLETED VOTING



SPECIMEN BALLOT

STATE OF MAINE
TOWN OF DAMARISCOTTA
OFFICIAL BALLOT
SECONDARY EDUCATION BUDGET
BUDGET VALIDATION REFERENDUM
JUNE 14, 2022

Instructions to Voters:

Vote "yes" or "no" by making a cross (X) or check mark (✓) in the square of your choice at the left of each question.

Yes

No

Question 1: Do you favor approving the Damariscotta Secondary Education budget for the upcoming school year that was adopted at the latest town budget meeting?

Yes

No

Question 2: Do you wish to continue the budget validation referendum process in the Town of DAMARISCOTTA for an additional three years?

INFORMATIONAL NOTE ON QUESTION 2:

A "YES" vote will require the Town of DAMARISCOTTA to continue to conduct a referendum to validate its annual school budget for the next three years.

A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the voters of the Town of DAMARISCOTTA.

END OF BALLOT

ATTEST: A TRUE COPY
R. Bartolotta
Date: 05.12.2022

SPECIMEN BALLOT

STATE OF MAINE
TOWN OF DAMARISCOTTA
OFFICIAL BALLOT
GREAT SALT BAY CSD
BUDGET VALIDATION REFERENDUM
JUNE 14, 2022

Instructions to Voters:

Vote "yes" or "no" by making a cross (X) or check mark (✓) in the square of your choice at the left of each question.

Yes

No

Question 1: Do you favor approving the Great Salt Bay CSD budget for the upcoming school year that was adopted at the latest district budget meeting?

Yes

No

Question 2: Do you wish to continue the budget validation referendum process in the Town of Damariscotta for an additional three years?

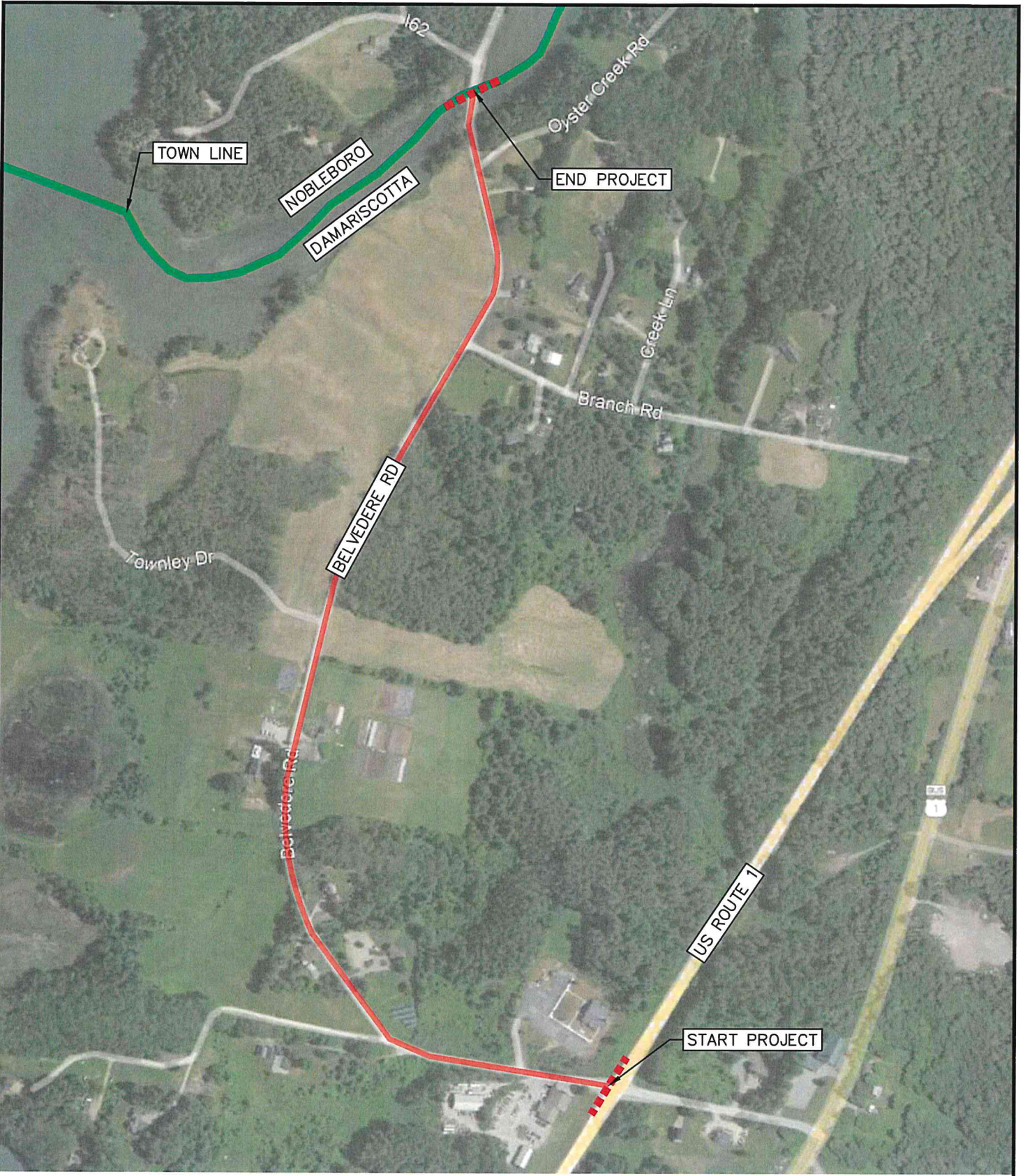
INFORMATIONAL NOTE ON QUESTION 2:

A "YES" vote will require the Town of DAMARISCOTTA to continue to conduct a referendum to validate its annual school budget for the next three years.

A "NO" vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the voters of the Town of DAMARISCOTTA.

END OF BALLOT

ATTEST: A TRUE COPY
R. J. Bartolotta
Date: 05.12.2022



AERIAL PLAN

SCALE: 1" = 500'

H:\Land Projects\31220070\Drawings\22-0070_Civil.dwg

Gartley & Dorsky
 ENGINEERING & SURVEYING
 CAMDEN, MAINE (207) 236-4365
 DAMARISCOTTA, MAINE (207) 790-5005
 WWW.GARTLEYDORSKY.COM

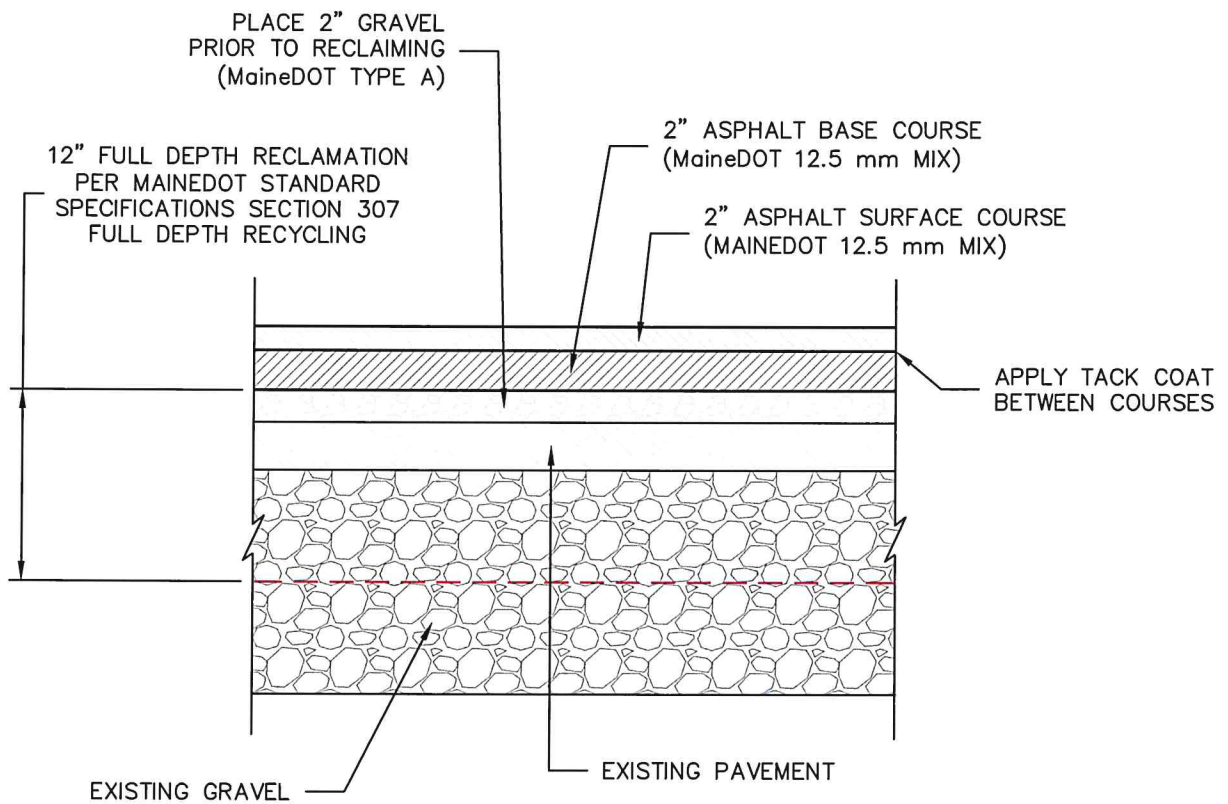
BELVEDERE ROAD

DAMARISCOTTA, MAINE

MAY 12, 2022

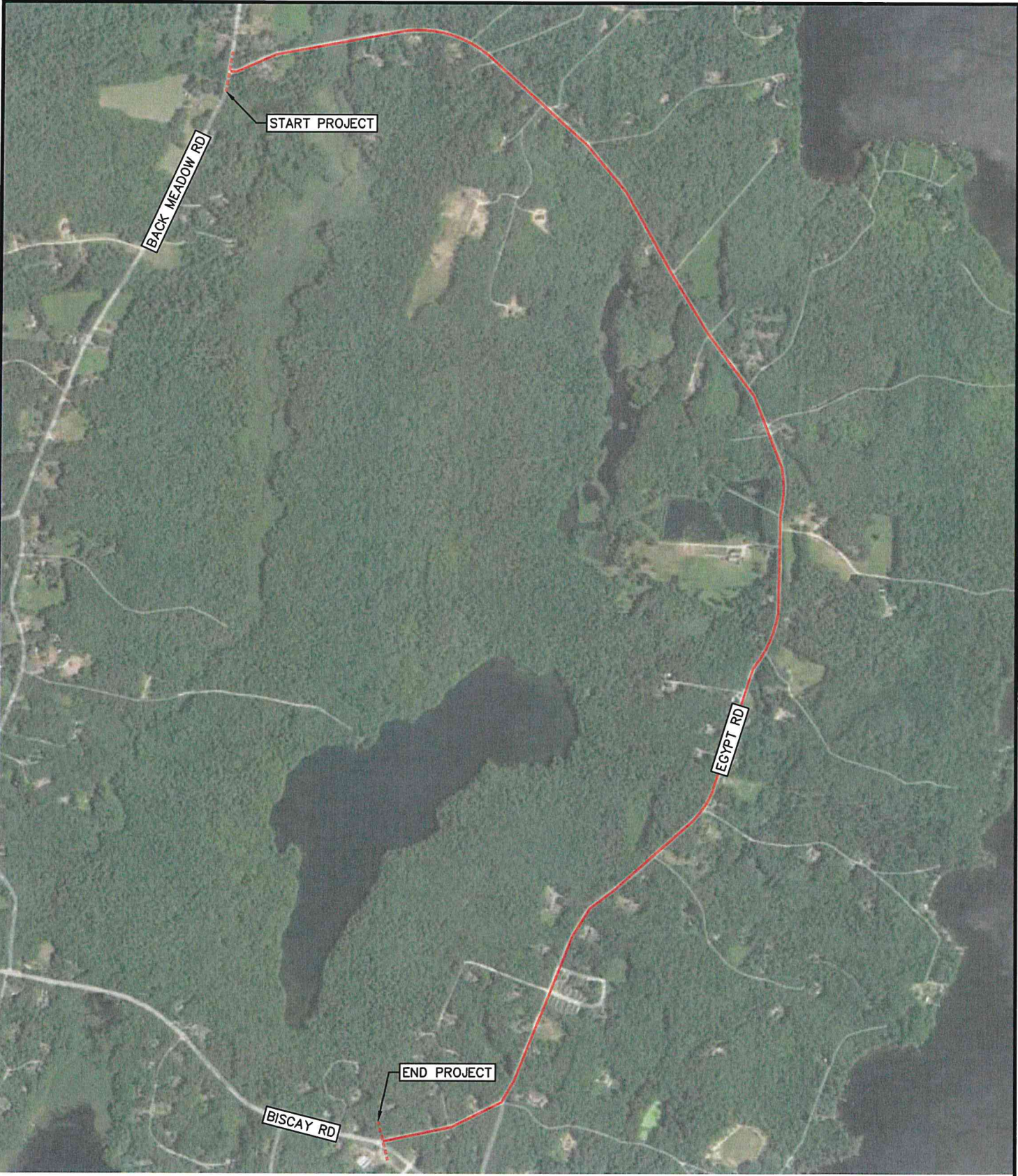
PROJ. NO. 2022-0070

SK-1



RECLAIMED ROAD SECTION

NO SCALE



AERIAL PLAN

SCALE: 1" = 1,250'

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 CAMDEN, MAINE (207) 236-4365
 DAMARISCOTTA, MAINE (207) 790-5005
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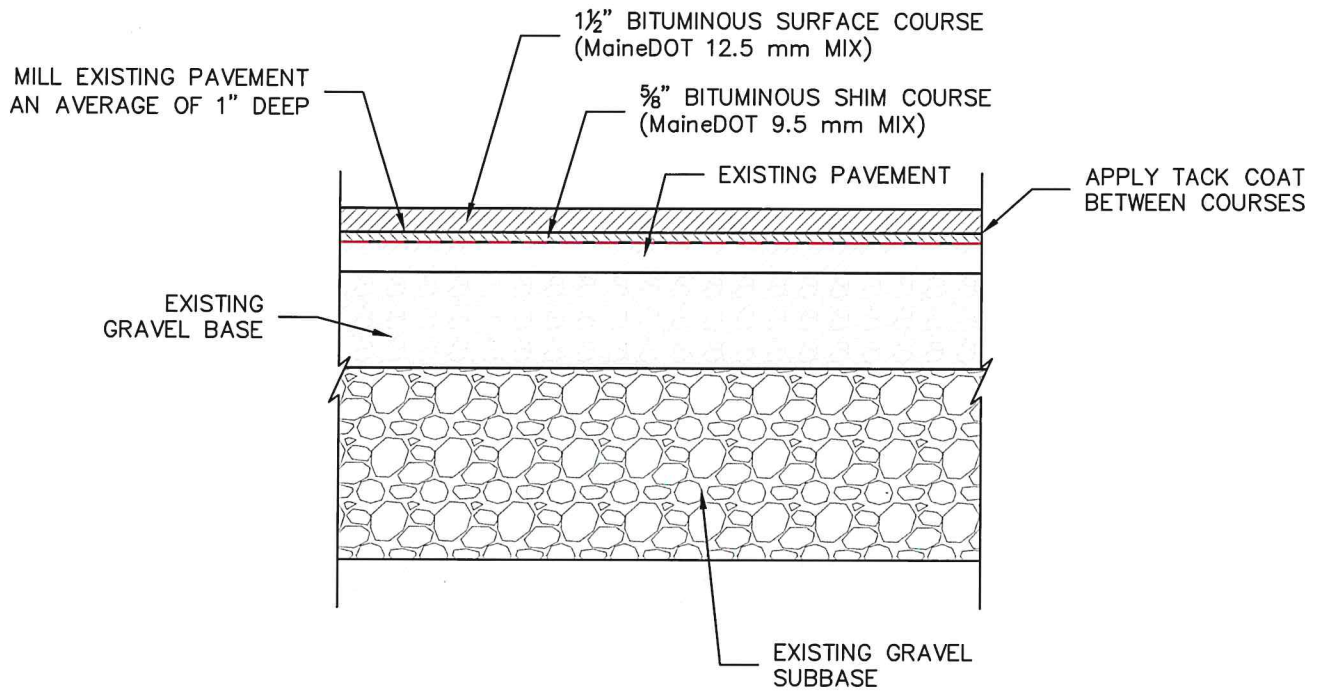
EGYPT ROAD

DAMARISCOTTA, MAINE

MAY 10, 2022

PROJ. NO. 2022-0070

SK-3



TYPICAL PAVEMENT SECTION

NO SCALE

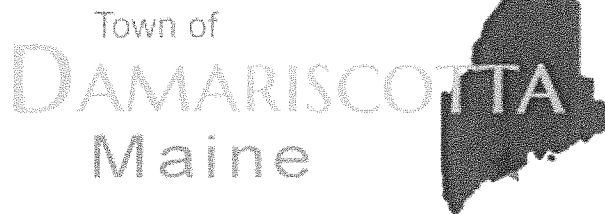
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TOWN OF DAMARISCOTTA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BELVEDERE & EGYPT ROADS PAVING PROJECT



**Town of Damariscotta
21 School Street
Damariscotta, ME 04543**

May 12, 2022

Prepared By:

Gartley & Dorsky
ENGINEERING & SURVEYING

59 Union Street, Unit 1, P.O. Box 1031 Camden, ME 04843-1031
Ph. (207) 236-4365 Fax (207) 236-3055 Toll Free 1-888-282-4365
165 Maine Street Suite 2D P.O. Box 1072 Damariscotta, ME 04543
Ph. (207) 790-5005

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TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
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- Acknowledgement of Bid Amendments
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**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
INTRODUCTION**

1. GENERAL

A. This CONTRACT covers the Belvedere Road and Egypt Road paving project in the Town of Damariscotta. This CONTRACT covers all work to be performed.

B. Scope of work, to include, but not limited to:

BASE BID:

Includes but is not limited to the removal of existing pavement, placement of new asphalt, placing reclaimed asphalt on road shoulders, as well as all other project specifics indicated in the DRAWINGS and CONTRACT DOCUMENTS.

2. DEFINITIONS

A. Definitions shall be as listed in the Agreement. "OWNER" shall mean Town of DAMARISCOTTA, acting through or by its authorized representative.

3. SCHEDULE

A. Construction shall be substantially complete in accordance with the following schedule:

Bids Due:	June 10, 2022 @ 2:00 PM
Anticipated Award:	June 17, 2022
Construction Start Date:	As soon as possible
Project Completion Deadline:	November 1, 2022

4. OTHER CONSIDERATIONS

A. Bidders are advised of the requirement to maintain effective protection of Town property, adjacent private property, building occupants, pedestrians and vehicular traffic at all times.

B. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the site conditions and CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID. Bidder shall be responsible for preparing quantities and takeoffs.

C. Attention is drawn to the requirement to reconstruct all disturbed areas to their existing condition on the property. Reconstruction of disturbed areas shall include but not be limited to replacement of plantings, surface materials, signage, finishes, etc. All work shall be performed as part of the LUMP SUM bid.

D. Except when otherwise stated, the amount of insurance for each policy shall be not less than:

1. Liability for bodily injury, including accidental death:
 - (1) \$2,000,000 for any one person and (2) \$2,000,000 for each accident.
2. Liability for Property Damage:
 - (1) \$2,000,000 for any accident and (2) \$2,000,000 for all accidents.

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
NOTICE AND INFORMATION TO BIDDERS**

BID DUE DATE

The Town of DAMARISCOTTA will receive sealed bids for a project entitled: **"Belvedere & Egypt Roads Paving"** on or before **June 10, 2022 at 2:00 PM** at Gartley & Dorsky's Office located at 59 Union Street, Camden, Maine 04843 or via email: AHedrich@gartleydorsky.com. At which time, the received bids will be opened and read aloud. All bids shall be in accordance with the NOTICE AND INFORMATION TO BIDDERS, ALL PLANS LISTED IN THE DRAWING INDEX, BID FORM, CONTRACT AGREEMENT, OFFER AND AWARD, SPECIAL CONDITIONS, ADDENDA and SPECIFICATIONS. All of the bid documents are a material part of this NOTICE and are incorporated by reference into this NOTICE.

BID BOOK AND PLANS

Bid packages will be made available by Gartley & Dorsky Engineering & Surveying, Inc. Hard copies of the bid package will be provided for \$75.00 or by email at no charge.

QUESTIONS

Project-specific questions, identification of discrepancies, and/ or omissions from the project documents shall be requested in writing or emailed to Andrew Hedrich, Gartley & Dorsky Engineering & Surveying, Inc. 59 Union Street, Unit 1, P.O. Box 1031, Camden, ME 04843 or at AHedrich@gartleydorsky.com. Questions received less than two (2) days in advance of the Bid Due Date will not be answered. Prior to an award of the contract, no other person has been authorized to make any oral modifications or changes in the terms and specifications of this NOTICE. Bidders shall not contact any other staff for clarification of Contract provisions, and Owner will not be responsible for any interpretations so obtained. The Project Engineer will provide additional written clarification concerning the issues raised in the NOTICE to all prospective bidders no later than two (2) days prior to the bid due date.

BID REQUIREMENTS

For purposes of this BID NOTICE and all Project documents, the term "bidder" shall mean any person, company or organization submitting a Proposal pursuant to this NOTICE and the term "bid" shall mean a Proposal submitted by a bidder. Each Bid must be made upon blank forms provided in the Request for Bid provided by the Town of Damariscotta. Contractor will pay to the Town of Damariscotta the amount of \$150.00 per day for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the contract document.

In the execution of the contract, the Contractor and all subcontractors agree and undertake not to discriminate in their hiring or in the furnishing of goods or services required by this Contract on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veterans status, and to provide reasonable accommodations to qualified individuals with disabilities upon request. All employees, agents, or subcontractors of the Contractor who enter into or upon the Town's premises for any reason relating to this Contract shall at all times abide by and adhere to all laws, regulations, and/or the Town policies against sexual harassment and discrimination, and shall not engage in, and shall report to the Town, any criminal or nefarious conduct on the property.

All deviations from the contract documents must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. Bidders are expressly informed that any material deviation from the

contract documents may be a basis for rejection of the Proposal at the time the Town considers an award of the contract.

At the time of the opening of proposals, each bidder shall be presumed to have read and be thoroughly familiar with the construction plans in this BID NOTICE and all enclosures. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the Proposal submitted. Any bidder to whom a contract is awarded shall be responsible for observing applicable standards for fair employment practices and work safety.

BONDING

No bonding is required for this project.

BID AWARD AND PROJECT SCHEDULE

The Board of Selectmen reserve the right to accept or reject any or all bids. The bid will be awarded to the lowest responsive & responsible Bidder, while taking into consideration project experience and familiarity with the contractor. Bid results will be provided to Bidders upon request.

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
ADDITIONAL PROJECT DETAILS**

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways described for each project location below. All work shall be completed as outlined in this RFP and as directed by the Road Commissioner.

Belvedere Road

This work area is the 4,500-foot length of Belvedere Road between US Route 1 and the Nobleboro town line.

Description of project:

- A. Provide traffic control for this work location per subsection E.6.
- B. Paved roadway dimensions of 4,500 ft x 21 ft.
- C. Shim road with 2" layer of aggregate prior to reclaiming road.
- D. Reclaim existing roadway to a depth of 12".
- E. Mill Butt joints to match existing road surface.
- F. Place 2" thick base course of asphalt, MaineDOT 12.5 mm mix.
- G. Sweep and clean the surface, then apply tack coat.
- H. Place 2" thick surface course of asphalt, MaineDOT 12.5 mm mix.
- I. Shim 2' wide shoulders following placement of asphalt with recycled asphalt to depth of new surface.
- J. Paved driveway apron widths to be determined after reclaiming.
- K. Gravel drives shall receive a 3' asphalt apron.
- L. Asphalt drives shall receive a 4' asphalt apron unless a larger apron is needed to properly blend grade changes.

Egypt Road

This work area is the entire length of Egypt Road from Biscay Road to Back Meadow Road, 15,100 linear feet.

Description of project:

- A. Provide traffic control for this work location per subsection E.6.
- B. Paved roadway dimensions of 15,100 ft x 21 ft.
- C. Mill existing pavement an average of 1" deep, full width.
- D. Place 5/8" thick asphalt shim, MaineDOT 9.5 mm asphalt mix.
- E. Sweep and clean the surface, then apply tack coat.
- F. Place 1.5" thick surface course of asphalt, MaineDOT 12.5 mm mix.
- G. Shim 2' wide shoulders following placement of asphalt with recycled asphalt to depth of new surface.
- H. Paved driveway apron widths to be determined after reclaiming.
- I. Gravel drives shall receive a 3' asphalt apron.
- J. Asphalt drives shall receive a 4' asphalt apron unless a larger apron is needed to properly blend grade changes.

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
TOWN'S PROJECT SPECIFICATIONS**

A. Description of Course

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways as listed above. All work shall be constructed as outlined in this contract and as directed by the Road Commissioner.

B. Equipment Requirements

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08
2. All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.
3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

C. Plant Requirements

1. Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

D. Materials

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 the Road Commissioner's approval, a current job mix formula (JMF). A current MAINEDOT-approved JMF shall be submitted. The JMF's shall be reviewed and approved by the Road Commissioner. or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The job mix formula shall state the source, gradation, and percentage of each fraction 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.

E. Construction

1. **Curb to Curb Section:** All driveway entrances shall be ground prior to placement and a butt joint will be utilized to match with existing pavement. Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway unless otherwise specified by the Road Commissioner.

Typical Rural Section: All driveways shall receive a 3-foot apron placed at the same time as the travel-way unless otherwise specified by the Road Commissioner and shall be machine placed. For drives, sidewalks, islands, and other incidental handwork off the traveled way, commercial "D" mix may be used.

2. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.

3. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.

4. The construction of Hot Mix Asphalt shall only be conducted when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 50° F and rising. All paving shall be completed by November 1, 2022.

5. All existing paved surfaces to be newly paved shall be thoroughly cleaned and dried by the contractor and shall be tack coated at a rate of 0.02 – 0.05 gal./SY prior to placement of asphalt. In addition, any manholes or catch basins shall be adjusted at the direction of the Municipal Representative. All paving operations shall cease when the surface to repave is wet.

6. All traffic control will be provided by the Contractor and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).

7. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section utilizing materials estimated above in the bid documents, except in super-elevated areas. If noted in contract documents to place shim to desired grade and cross-slope, a desirable cross slope would be ¼" per foot of lane width (2%). All gravel or reclaim shall be graded to 2% prior to placement of HMA.

8. Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.

9. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

F. Testing

All materials and every detail of work will be subject to inspection by the Road Commissioner who may require the Contractor's quality control personnel to be onsite to monitor material placement and compaction. The Road Commissioner shall be allowed access to all aspects of the work. The Road Commissioner shall also have the right to inspect and test, at the Town's expense, by the following methods:

1. Pavement Samples

Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1". Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used.

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

2. Acceptance

If the Road Commissioner, requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Road Commissioner., the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Road Commissioner the removal and replacement of the material will be at the Contractor's expense.

ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY THE TOWN MANAGER OR ROAD COMMISSIONER MAY BE ORDERED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE ROAD COMMISSIONER FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.

G. Miscellaneous

1. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Road Commissioner will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

2. Right to change or additional work

The Town reserves the right to submit change orders in writing to the Contractor. In that event, the Town will negotiate with the Contractor to determine the new costs. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

3. Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Road Commissioner.

4. Performance bond

When bid amounts exceed \$250,000.00, the Contractor shall submit to the Town a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Town, result in termination of the Contract.

5. Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

6. Acceptance period

The Town shall have up to a maximum of 30 days from date of bid opening to accept an offer.

7. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

8. Rejection of offers

The Town reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Town reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Town also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

9. Pre-bid conference

At the discretion of the Road Commissioner a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

10. Payment

The Town shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. Tack shall be paid by the gallon at the unit price.

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**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
BID FORMS**

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of commodities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and if required herein, a Performance Bond will be provided if awarded the bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name _____

Address _____

Telephone _____

Email Address _____

Printed Name and
Title of Owner or
Authorized
Individual _____

Signature _____

TONNAGES/PRICE PER TON/TOTAL PER LOCATION

MIX TYPE	1. Belvedere Road	2. Egypt Road
	# of tons/price per ton / total	# of tons/price per ton / total
<u>Shim mix</u> (9.5 mm)	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
<u>12.5mm HMA</u> Machine Laid	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
<u>12.5mm HMA</u> Hand Placed	____/ \$ ____ / \$ ____	____/ \$ ____ / \$ ____
	#of gallons/price per gal/ total	#of gallons/price per gal/ total
<u>RS-1 Tack</u> <u>.025 Gal/SY</u>	____/ \$ ____ / \$ ____	N/A
All other costs, mobilization, and manhole adjustment cost		
Total Bid		

Optional: Total Cost if Contractor awarded bids for both locations \$ _____

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
AGREEMENT**

BETWEEN THE TOWN OF DAMARISCOTTA AND

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the Town of Damariscotta, a municipal corporation existing under the laws of the State of Maine and located in the County of Lincoln, State of Maine (hereinafter the TOWN) and _____,

a Maine corporation with a principal place of business in _____, Maine (hereinafter the CONTRACTOR).

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

1. SCOPE OF THE WORK

The CONTRACTOR shall furnish all of the services and materials and perform all of the work as described in the specifications and requirements entitled TOWN OF DAMARISCOTTA 2022 PAVING BIDs Various Roads and Parking Lot issued by the Town of Damariscotta and in accordance with the Bid Proposal Form in return for payment as provided herein.

The CONTRACTOR shall be responsible for the provision of all materials and placement of those materials as required in the RFP. Except as provided in Section H.13 of the RFP, the CONTRACTOR shall not change the per ton bid price set forth in Exhibit B in the event of such modifications.

2. COMMENCEMENT AND COMPLETION DATE

The CONTRACTOR agrees to commence work on or after the dates specified in the project descriptions and to fully complete the project by the dates specified in each project description in Section I of the RFP. However, the actual starting date and time of operation must be coordinated with and approved by the Road Commissioner. Due to the difficulty of calculating damages for late completion, the CONTRACTOR further agrees to pay liquidated damages in the amount of \$500.00 (Five Hundred Dollars) per day for each consecutive calendar day of delay after these above referenced dates until all the work is completed to the satisfaction of the Town.

3. CONTRACT PRICE; PAYMENT

Following the completion of each of the projects, the TOWN shall pay the CONTRACTOR in accordance with the bid prices established in Exhibit B.

Payment shall be made within fifteen (15) days of satisfactory completion of the work, as determined by the TOWN.

4. GUARANTEE

The CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the TOWN's written acceptance of

the project, and agrees to repair or replace at no cost or expense to the TOWN all work, materials and fixtures at any time during said one year period.

5. TRAFFIC SAFETY MEASURES

The CONTRACTOR shall be responsible for coordinating with the Town to establish appropriate traffic safety measures as such are needed.

6. TOWN'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the TOWN may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly skilled workers or proper materials; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the TOWN may take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the TOWN. Further, the TOWN may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the TOWN shall pay the CONTRACTOR for all work satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the TOWN terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

7. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement at no expense to the TOWN the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

a. **Commercial General Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in

hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name the TOWN and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the TOWN. The CONTRACTOR, prior to commencement of work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the TOWN certificates satisfactory to the TOWN evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the TOWN, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the TOWN. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's commencement of services thereunder.

8. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of, or caused by the negligent performance of work or willful misconduct under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

9. LIENS

The final payment shall not become due until the CONTRACTOR, if required by the TOWN, shall deliver to the TOWN a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the TOWN to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the TOWN all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

10. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior monies due or to become due to it hereunder, without the previous written consent of the TOWN.

11. SUBCONTRACTS

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

12. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party, such as, but not limited, to strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

13. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

14. NOTICES

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO TOWN: Town Manager
 Town of Damariscotta
 21 School Street
 Damariscotta, ME 04543

TO CONTRACTOR: _____

15. CONFLICT BETWEEN PROVISIONS

In the event of any conflict among the provisions of this Agreement and any of its Exhibits, the terms of this Agreement shall be controlling.

16. DISPUTE RESOLUTION

The parties agree to submit any dispute to mediation under the Maine Mediation Service. All mediation under this agreement shall be commenced not more than ten (10) days from the date of notice and completed not more than 21 days following such notice. Both parties, as a part of this agreement agree to cooperate fully with any mediator and the mediation process and to move such mediation along as rapidly as possible in order to minimize any negative effect or delay that such may have on the Town. The party losing the mediation shall be responsible for the cost of mediation and if both parties are found to be responsible, shall share the cost of the mediation equally.

17. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of work under this agreement.

18. EXTENT OF AGREEMENT

This Agreement and Exhibit A attached hereto and hereby incorporated into this Agreement represents the entire and integrated Agreement between the TOWN and the CONTRACTOR and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN and the CONTRACTOR.

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

TOWN OF DAMARISCOTTA

By: _____
Matthew J. Lutkus, Town Manager

Witness

CONTRACTOR

By: _____

Witness

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**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
DRAWING & ADDITIONAL ITEM INDEX**

<u>DRAWING NO.</u>	<u>TITLE</u>
SK1	Town of Damariscotta Belvedere Road: Aerial Plan — May 10, 2022
SK2	Town of Damariscotta Belvedere Road: Pavement Section — May 10, 2022
SK3	Town of Damariscotta Egypt Road: Aerial Plan – May 10, 2022
SK4	Town of Damariscotta Egypt Road: Pavement Section – May 10, 2022

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
ADDENDA & MODIFICATIONS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. No interpretation of the meaning of the Contract Documents will be made to any Bidder orally. Every request for such interpretations or questions, to be given consideration, must be received in the Engineer's office not later than the date specified in the Bidder's information. Any and all such interpretations and any supplemental instructions pertaining to General Bidders, will be in the form of written Addenda to the CONTRACT DOCUMENTS, which, if issued, will be sent by the Engineer to all persons on record as having received a complete set of CONTRACT DOCUMENTS (at the respective addresses furnished for such purposes). Such Addenda will be issued not later than 48 hours prior to time set for opening of General Bids.

- B. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under their bid as submitted. All Addenda so issued shall become part of the CONTRACT DOCUMENTS.

**TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges their responsibility to ensure they have received all Amendments to the Bid Package. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. Bid Amendments will not be posted any later than noon the day before the bid opening without individually notifying all the plan holders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of Authorized Representative

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TOWN OF DAMARISCOTTA
BELVEDERE & EGYPT ROADS PAVING
SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 HOURS OF OPERATION

- A. Regular work hours shall be at the Contractor's option. No work shall be performed prior to 7 a.m. local time, and all work shall end by 7 p.m. local time or dusk, whichever is earlier.

1.2 SCHEDULE OF OPERATIONS

- A. No work is to be performed on Sundays. The Contractor shall provide a construction schedule indicating when access to the site shall be restricted.
- B. The Contractor shall, in good workmanlike manner, perform, or cause to be performed, all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to complete all the work required by this Contract, in accordance with the provisions of the Contract Documents, including all sub-divisions thereof, and in accordance with the directions of the Engineer as given from time-to-time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

1.3 ACCIDENT PREVENTION

- A. Comply with the American National Standards Institute (ANSI) and the American Society of Safety Engineers (ASSE) A10.33 Safety and Health Program Requirements for Multi-Employer Projects. The Field Superintendent of the Contractor shall conduct regular and frequent inspections of the site for compliance with these safety regulations, stating in writing to the Engineer each time that he has done so.

1.4 COORDINATION OF THE WORK

- A. The Contractor and all his Subcontractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their respective work and for the storage of their materials and equipment. The Contractor shall be responsible for coordination.
- B. Each Subcontractor shall assume responsibility for the correctness and adequacy of his work. Each Subcontractor shall be responsible for and pay all damages done by his work or his workmen.
- C. The Contractor shall cooperate with, and provide access and working area to the Owner's Contractors for the performance of specific work assigned to them.

1.5 PROJECT MEETINGS

- A. The Contractor will be required to meet with the Engineer, and the Owner's designated representative, if applicable, during the course of the Contract for purpose of progress review, coordination of shop drawing schedules, sample submittals, and other items of

work requiring such coordination. The dates of such meetings shall be as mutually agreed upon between the Contractor, the Engineer, and the Owner.

1.6 TESTS AND INSPECTIONS

- A. The Contractor shall make such tests and inspections of his workmanship and materials as may be required by the Building Code, state or municipal laws, or as called for under the various sections of the SPECIFICATIONS.
- B. All expense attached to such tests and inspections, unless otherwise specified under the various sections of the SPECIFICATIONS, shall be borne by the Contractor, who shall furnish all labor, tools, instruments, water, temporary power and light, construction and equipment necessary for these tests and inspections. Records of all tests and inspections shall be furnished to the Engineer. The Contractor shall remove all temporary work, materials, and equipment upon completion of tests and inspections.
- C. Where in the various sections of the SPECIFICATIONS inspection and testing of materials, processes, and the like is called for, the selection of bureaus, laboratories, and/or agencies for such inspection and test shall be subject to approval of the Engineer.
- D. Should any material or work be found, after testing or inspection, to be defective or inferior, such material and/or work shall be removed and replaced with new sound materials and/or work as approved by the Engineer. The removal and replacement herein called for shall be at the Contractor's expense. Refer to the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS for additional requirements regarding testing and inspection of materials.

1.7 FIRE PROTECTION AND PREVENTION

- A. Provide and maintain adequate fire protection including fire extinguishers, dry chemical, or other effective means of fire extinguishment, ready for instant use, distributed around the project, and in and about temporary structures during construction of the Work.
- B. The Contractor shall provide effective means of fire extinguishment to provide adequate firefighting coverage for the project.
- C. Gasoline and other flammable liquids shall be stored in and dispensed from U. L. listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Storage shall not be within the permanent buildings.
- D. The Contractor shall keep the site free of rubbish and debris as specified hereunder.
- E. Make arrangements for periodical inspection by local fire protection authorities and insurance underwriters' inspections. Cooperate with said authorities and promptly carry out their recommendations. Comply with all applicable laws and ordinances and with Owner's fire prevention requirements.
- F. Tarpaulins that may be used during construction of work shall be made of material which is resistant to fire, water, and weather. Tarpaulins shall have U. L. approval and comply with FS-CC-C-746.
- G. Torch-cutting and welding operations shall have approval of the Contractor before such work is started, and chemical extinguishers shall be available at location where work is in progress.
- H. Open fires of any kind will not be permitted in or about premises.

1.8 EXISTING UTILITIES

- A. Conform to Dig Safe protocols.
- B. Existing utility lines indicated on the Drawings, such as cables, ducts, conduits, and piping shall, if damaged (unless they are to be abandoned), be immediately repaired, protected,

and maintained in use until relocation of same has been completed, or shall be cut and capped where directed, or shall be prepared for service connections when so required. Damaged utilities shall be repaired by the Contractor at no extra cost to the Owner. Any utilities encountered which are not indicated on the Drawings shall be reported.

- C. The Contractor shall notify the Owner in writing three days in advance of the proposed time for shutting down or interrupting any utilities, services, or facilities which may affect the operation of other buildings, services, or facilities of the Owner. Unless otherwise authorized by the Owner, he shall so schedule and coordinate his work that such interruption will occur on weekends, holidays, or before or after the normal working day of the Owner's facilities. In no case shall any shutdown or interruption of any utilities, services, or facilities be made without the approval and authorization of the Owner. Both new and existing service and utility systems shall be complete and ready for service before connecting existing lines to new systems.
- D. The Owner will cooperate fully, at the Contractor's request, in assisting the Contractor in locating and identifying underground utilities.

1.9 AS-BUILT DRAWINGS

- A. The Contractor, mechanical and electrical Subcontractors shall keep one set of prints up to date showing the actual work "as-built" for all items of work. "As-built" drawings will be turned over to the Engineer at the completion of the Work.

1.10 RUBBISH REMOVAL

- A. The Contractor shall require each of his Subcontractors engaged upon the Work to bear his full responsibility for cleaning up during and immediately upon completion of his work on a daily basis, and shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work; but this shall in no way be construed to relieve the Contractor of his primary responsibility leaving all work in a clean and proper condition satisfactory to the Engineer and/or Owner.
- B. Immediately after unpacking, all packing materials, case lumber, excelsior, wrapping, or other rubbish, flammable or otherwise, shall be collected and removed from the buildings and premises.

1.11 SITE DRAINAGE AND PUMPING

- A. The Contractor shall take over the responsibility for site drainage upon entering the premises and shall maintain such drainage during the life of his Contract in a manner approved by the Engineer and so as not to adversely affect the adjacent areas.
- B. The Contractor shall during the progress of the Work, provide and maintain all required pumps, suction and discharge lines, and power in sufficient number and capacity to keep all excavations, pits, trenches, foundations, and the entire property area free from accumulation of water from any source whatsoever, at all times, and under any and all circumstances and contingencies that may arise.

1.12 CONSTRUCTION HOISTS

- A. The Contractor shall provide and pay for hoisting machinery and/or crane service as necessary to lift all personnel and materials for all operations, both his and his Subcontractors, of sufficient capacity and speed to produce no delay in the completion of the Work.

1.13 PARKING

- A. Vehicles of persons employed on the construction project shall park in an area as mutually agreed upon by the Owner, Contractors and Engineer. At the conclusion of the Work, and prior to Substantial Completion, the Contractor shall restore the selected on-site parking area to its original condition.

1.14 SITE ACCESS

- A. Safe passage shall be maintained for pedestrians during construction. No equipment, materials, or staging may block the walks, accessible walks, steps, ramps, or egress routes of the facility.

1.15 FINAL CLEANING

- A. Before the final inspection all finished surfaces shall be swept, dusted, and cleared of all construction debris.

SECTION 01 74 13 – ENVIRONMENTAL PROCEDURES**PART 1 - GENERAL****1.1 DEFINITIONS OF CONTAMINANTS**

- A. Sediment: Soil and other debris that has been eroded and transported by runoff water.
- B. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from construction activity.
- C. Chemical Wastes: Includes salts, acids, alkalis, herbicides, pesticides, and organic chemicals.
- D. Sanitary Wastes: Wastes characterized as domestic sanitary sewage.

1.2 ENVIRONMENTAL PROTECTION REQUIREMENTS

Contractor is advised that the project is subject to municipal standards and the standards of Maine Department of Environmental Protection Erosion and Sedimentation Control Law permit requirements (MRSA 38 § 420-C). Provide and maintain during the life of the Contract, environmental protection as defined therein. Provide environmental protective measures as required to prevent or control pollution that develops during normal construction practice. Provide environmental protection measures required to correct conditions that develop during the construction of permanent or temporary features associated with the project. Prevent unauthorized placement of fill, any material, or any unauthorized disturbance of any natural resource. Comply with all federal, state, and local regulations pertaining to water, air, and noise pollution.

PART 2 - PRODUCTS – Not used**PART 3 - EXECUTION****3.1 PROTECTION OF NATURAL RESOURCE**

No wetland shall be disturbed. Other natural areas shall be preserved in their existing condition or restored to an equivalent or improved condition upon completion of the Work. Confine construction activities to areas defined by the work schedule, Drawings, and Contract Documents.

- A. Land Resources: Except in areas indicated to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without special approval of the Owner's representative. Do not fasten or attach ropes, cables, or guys to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is authorized, the Contractor shall be responsible for any resultant damage.
 - 1. Protection: Protect existing trees that are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operators. Remove displaced rocks from uncleared areas. Protect monuments and markers.

2. Repair and Restoration: Repair or restore to their original condition all trees or other landscape features scarred or damaged by the equipment operations. Obtain approval of the repair or restoration from the Engineer prior to its initiation.
 3. Temporary Construction: Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas, and similar temporary use areas shall be graded in conformance with surrounding areas and revegetated, seeded, or sodded as required by the plans.
- B. Water Resources: Perform all work in such a manner that any adverse environmental impact on water resources is avoided. Storage of hydraulic fluid is not permitted on-site. Quantities of bulk materials shall be reduced to a level acceptable to the Owner's representative.

3.2 EROSION AND SEDIMENT CONTROL MEASURES

- A. Burn-off: Burn-off of ground cover is not permitted.
- B. Protection of Erodible Soils: All earthwork brought to final grade shall be immediately finished as indicated or specified. Protect immediately side slopes and backslopes upon completion of rough grading. Plan and conduct all earthwork in such a manner as to minimize the duration of exposure of unprotected soils, and in no case shall exposure exceed seven (7) days. Consult weather forecasts prior to exposing large areas of soil. Check erosion control measures before forecasted major storm events.
- C. Temporary Protection to Erodible Soils: Utilize the following methods to prevent erosion and control sedimentation.
1. Vegetation and Mulch: Provide temporary protection on all side and back slopes as soon as rough grading is completed or sufficient soil is exposed to require protection to prevent erosion. Such protection shall be by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

3.3 CONTROL AND DISPOSAL OF SOLID, CHEMICAL AND SANITARY WASTES

Pick up solid wastes and place in containers that are emptied on a regular schedule. The preparation, cooking and disposing of food is strictly prohibited on the project site. Conduct handling and disposal of wastes to prevent contamination of the site and other areas. On completion, leave areas clean and natural looking. Remove signs of temporary construction and activities incidental to construction of permanent work in place

- A. Disposal of Rubbish, Garbage, and Debris: Dispose of rubbish, garbage and debris in accordance with the requirements specified herein.
- B. Sewage, Odor, and Pest Control: Dispose of sewage through chemical toilets or comparable effective units and periodically empty wastes. Include provisions for pest control and elimination of odors.
- C. Petroleum Products: Conduct fueling and lubricating of equipment and motor vehicles in a manner that affords the maximum protection against spills and evaporation. Dispose of lubricants to be discarded and excess oil in accordance with approved procedures meeting federal, state and local regulations.

3.4 DUST CONTROL

Keep dust down at all times, including nonworking hours, weekends, and holidays. Sprinkle or treat with dust suppressers, the soil at the site, haul roads, and other areas disturbed by operations. Petroleum products will not be used as suppressers. No dry power brooming is permitted. Instead use vacuuming, wet mopping, wet sweeping, or wet power brooming

3.5 NOISE

No blasting or use of explosives is permitted without written permission of the owner's representative and then only during designated times

END OF SECTION 01 35 43

SECTION 01 74 13 – TRAFFIC CONTROL**PART 1 - GENERAL****1.1 DESCRIPTION****A. Work Included:**

1. Provide all materials and perform all work necessary to completely regulate traffic in the area of Work.
2. Perform all work in such a manner as to provide safe passage at all times for the public and with a minimum of obstruction to traffic.
3. Do not close roads or streets to passage of the public without the permission of the proper authorities.

- B.** The local police department or road commissioner will decide if safe passage is being maintained and shall have the authority to require the Contractor to take any additional steps necessary to maintain safe passage. If a regulator furnishes an inspector on the job as a result of poor traffic control by the Contractor, the Contractor shall be responsible for all costs assessed by the regulator.

1.2 SCHEDULING WORK

- A.** Schedule all work so that road closures are minimized. Limit closure to 21 days.
- B.** Revise the plan of work if it will create a traffic hazard or an unreasonably long detour.
- C.** Do not start work in any new location without the permission of the Engineer.
- D.** Notify all police and fire departments of all scheduled detours and when streets are reopened, as needed.

PART 2 - PRODUCTS**2.1 WARNING SIGNS AND BARRICADES**

- A.** Provide adequate warning signs, barricades, signal lights, watchmen and take other necessary precautions for the safety of the public.
- B.** Provide and illuminate suitable warning signs to show where construction, barricades or detours exist.
- C.** Provide barricades of substantial construction and painted with a finish that increases visibility at night.
- D.** Keep signal lights illuminated at all barricades and obstructions from sunset to sunrise.

- E. Maintain all necessary signs, barricades, lights, watchmen and other safety precautions during authorized suspension of the Work, weekends, holidays or other times when the Work is not in progress.
- F. Traffic control signs for construction work shall be located and of the size and type as outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways as published by the U.S. Department of Transportation.

2.2 UNIFORMED POLICE OFFICER

- A. A uniformed police officer is a police officer (local, county or state) on regular or special duty dressed in uniform with the necessary high visibility vest and apparel needed for traffic control.
- B. Arrange the police detail with the local Chief of Police, County Sheriff, or State Police Captain depending on jurisdiction.

2.3 FLAG PERSON

- A. A flag person is an individual assigned specifically to the task of directing traffic and is outfitted in the necessary high visibility vest and apparel needed for traffic control.
- B. Flag persons shall be provided by the Contractor.

PART 3 - EXECUTION

3.1 DETOURS

- A. Provide, identify and maintain suitable detours when the project, or any part thereof, is closed to public travel.
- B. When the closed part of the project is reopened, restore the detour area and any other disturbed areas to the original condition.

3.2 INCONVENIENCE TO RESIDENTS OF VICINITY

- A. Whenever a traveled way is closed, perform the Work in such a manner that local travel and residents in the vicinity of the Work will be inconvenienced as little as possible.
- B. Allow access to residents and abutting land owners along the project to driveways and other normal outlets from their property.

3.3 TRAFFIC CONTROL OFFICERS

- A. Where required by the local, county or state police departments and/or when specified, traffic control officer shall be Uniformed Police Officers.

- B. Where the local, county or state police departments do not wish to or are unable to furnish traffic control officers and/or when specified, the traffic control officers shall be flag person.

END OF SECTION 01 55 26

SECTION 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout Procedures.
- B. Final Cleaning.

1.2 RELATED SECTIONS

- A. Section 01 74 13 – Project Cleaning

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances.
- C. Clean debris from roof.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

END OF SECTION 01 70 00

SECTION 01 74 13 – PROJECT CLEANING**PART 1 - GENERAL****1.1 DESCRIPTION****A. Work Included:**

1. Maintain premises and public properties free from accumulation of waste, debris, and rubbish, caused by activities relating to the Work.
2. At completion of the Work, remove waste materials, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for use.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies: Conduct cleaning and disposal operations in accordance with all applicable local and state laws, ordinances, and code requirements.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturers.

PART 3 - EXECUTION**3.1 PERFORMANCE****A. Cleaning During Construction:**

1. Execute cleaning operations to ensure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
2. Entirely remove and dispose of material or debris during the progress of the work that has washed into or has been placed in watercourses, ditches, gutters, drains, catch basins, or elsewhere as a result of the Contractor's operations.
3. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
4. At reasonable intervals during the progress of work, clean the site and dispose of waste materials, debris, and rubbish.

5. Clean interiors of buildings, when applicable, prior to finish painting, and continue to clean, on an as-needed basis, until buildings or project areas are ready for occupancy.
 6. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw material from heights.
 7. When applicable, schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not fall on wet, newly painted surfaces.
- B. Control of Hazards:
1. Store volatile wastes in covered metal containers, and remove from premises daily.
 2. Prevent accumulation of wastes which may create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Disposal:
1. Do not burn or bury rubbish and waste materials on project site.
 2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.
- D. Final Cleaning:
1. Employ experienced workmen, or professional cleaners, for final cleaning.
 2. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from all sight-exposed interior and exterior finished surfaces.
 3. Repair, patch and touch up marred surfaces to specified finishes.
 4. Broom clean paved surfaces.
 5. Rake clean non-paved surfaces of the project site.
 6. Restore to their original condition those portions of the site not designated for alterations by the Contract Documents.

END OF SECTION 01 74 13

SECTION 31 05 16 – AGGREGATES FOR EARTHWORK**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Building perimeter construction and backfilling, pond embankment construction and site structure backfilling.
- B. Fill under slabs-on-grade.
- C. Consolidation and compaction

1.2 RELATED SECTIONS

- A. Section 31 23 16 – Excavation.

1.3 REFERENCES

- A. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 kg) Rammer and 12" (304.8 mm) Drop.
- C. ASTM D922 – Test Method for Density of Soil and Soil Aggregate in Place by the Nuclear Methods. (Shallow Depth)
- D. ANSI/ASTM D1556 – Test Method for Density of Soil in Place by the Sand-Cone Method.

PART 2 - PRODUCTS**2.1 FILL MATERIALS (as applicable)**

- A. Common Borrow: MDOT 703.18: (Only for site construction - not for building construction). Place and compact materials in continuous layers not exceeding 8" of compacted depth, compacted to 95 percent of its maximum dry density, in accordance with ASTM D1557 (modified proctor density).
- B. Structural Backfill: Furnish in accordance with geotechnical report or specific plan requirements. Gravel Borrow: as specified in the geotechnical report, these plans, or MDOT 703.20: Place at over excavations below slabs and footings. Place over native material after organic soils are removed to raise subgrade below slabs and footings. Utilize per Geotechnical Report, as applicable. As a minimum, construct a 12" layer in a single 12" lift or lifts, and compacted to 95 percent of its maximum dry density, in accordance with ASTM D1557 (modified proctor density). In the case of footings set higher than original grade of competent mineral soil, first compact native material, use structural backfill to establish and compact fill slopes at 1:1 slopes from the edges of footings (entire backfill areas for retaining walls).

- C. Granular Backfill: Per MDOT 703.22 for utility excavations and backfilling operations.
- D. Crushed Stone: Per MDOT 703.31 for utility excavations and backfilling operations, except that 100 percent shall pass the 2" sieve.
- E. Detention Pond Embankment: Excavated or imported clay silt material, graded, free of lumps larger than 3", rocks larger than 2", and debris. Material shall have at least 20% fines, more than 20% by weight passing the No. 200 sieve, and shall be compacted to a minimum of 95% modified proctor density in 9"-12" maximum lifts. The contractor may utilize glacial marine soil excavated on site with the approval of the owner's representative.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify fill materials to be reused are acceptable.
- B. Owner's designated representative shall observe the excavation and accept suitable borrow material for placement as pond embankment material. Sandy layers shall be excluded from use as embankment fill.
- C. Verify foundation perimeter drainage installation has been inspected.

3.2 PREPARATION

- A. Generally, compact subgrade to density requirements for subsequent backfill materials. The foundation and slab base soil should be placed directly on the existing proof-rolled native mineral soil. Proof rolling should consist of making three passes in a north-south direction followed by three passes in an east-west direction using a large (minimum three ton at drum static weight) vibratory roller in slab areas and narrow roller vibratory trench rollers at footings (all passes in same direction).
- B. Cut out soft areas of subgrade not capable of insitu compaction. Fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.3 BACKFILLING

- A. Backfill and compact areas to contours and elevations with unfrozen materials.
- B. Backfill and compact where footing elevations are higher than suitable native mineral soil with structural backfill below and at 1:1 slope from edge of footing (level for retaining walls). Structural fill should be placed in a maximum of 12" lifts and be compacted to 95 percent of its maximum dry density determined in accordance with ASTM D1557, Modified Proctor Density.
- C. Backfill and compact pond embankment areas as early as possible to allow maximum time for settlement before shaping overflow structures.

- D. Systematically backfill and compact to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces. Work shall be scheduled so that the pond embankment shall be constructed three months prior to final setting of elevation sensitive components, such as the emergency spillway, allowing maximum time for settlement to occur.
- E. Place and compact materials in continuous layers not exceeding 6" compacted depth. Pond Embankment requirements: Pond embankment sections shall be constructed from 8" to 12" lifts. At each lift, a bulldozer or similar equipment shall mechanically break down clods of clay-silt material as each lift is shaped. The owner's representative shall verify that no sand layers remain in each lift. Unsuitable material shall be replaced. Each lift shall be compacted with a sheepsfoot roller to 90 percent modified proctor density. Water shall be added as may be required to reach compaction.
- F. Employ a placement method that does not disturb or damage foundation perimeter drainage, foundation damp proofing, and utilities in trenches.
- G. Maintain optimum moisture content of backfill materials to attain required compaction density.
- H. Make changes gradual. Blend slope into level areas.
- I. Remove surplus backfill materials from site.

3.4 FIELD QUALITY CONTROL

- A. Compaction testing will be performed in accordance with ANSI/ASTM D1556, ANSI/ASTM D1557, and ANSI/ASTM D698.
- B. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.

3.5 PROTECTION OF FINISHED WORK

- A. Recompact fills subjected to vehicular traffic. Place and compact additional material of like kind and to equal compaction to re-establish suitable finished or subgrade.

END OF SECTION 31 05 16

SECTION 31 23 16 - EXCAVATION**PART 1 - GENERAL****1.1 DESCRIPTION**

A. Perform the following items of work, as shown on the Drawings and specified herein:

1. Excavate and furnish all material necessary to establish suitable finished grades for subgrade preparation, cut slope or embankment construction, as required to complete the work of this Contract, including the furnishing and compaction of additional material as needed.
2. Completely remove from the site all excavated material which is not approved by the Engineer for use as embankment material. This provision does not apply to topsoil which will remain the property of the Owner.
3. Establish subgrades as indicated on the Drawings and specified hereunder
4. Perform cutting and removal of existing pavements to the extent indicated on the Drawings and as required for the work under this Contract
5. Protect all trees, shrubs and plantings not designated on the Drawings to be removed, for the duration of the Contract.
6. Protect all utilities on the site for the duration of the work

1.2 DEFINITIONS

- A. The work involved includes removal, haul and disposal of materials to prepare for construction and the placing and compaction of material to construct embankments.
- B. Excavation shall be designated as common, rock, unclassified or muck.
1. Common excavation shall consist of removal of earth, of boulders, solid mortared stone masonry and concrete masonry when each is less than two (2) cubic yards in volume and of rock which can be removed with ordinary excavating machinery. Grubbing shall be considered as common excavation.
 2. Rock excavation shall consist of removal of solid rock which cannot be excavated without the use of explosives or ripping equipment and of boulders, solid mortared stone masonry and concrete masonry having a volume of two (2) cubic yards or more.
 3. Unclassified excavation shall consist of removal of materials without consideration to their composition.

4. Muck excavation shall consist of excavation of soils and organic materials which are not suitable for use in embankment.
- C. Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; site grading around buildings and structures; the construction of parking areas, lawns, berms, and dikes; the placing and compacting of approved material within areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits and other depressions within the roadway area or construction site limits.
 - D. Related Work Specified Elsewhere (When Applicable):
 1. Stripping and Stockpiling of Topsoil; Trench Excavation-Earth; Trench Excavation-Ledge; Borrow and Bedding Material; Trench Backfilling, Compaction, Control and Testing; Temporary Erosion Control and Dewatering are specified elsewhere in this division.

1.3 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 1. All work shall be performed and completed in accordance with all local, state or federal regulations.
 2. The General Contractor shall secure all necessary permits from, and furnish proof of acceptance by, the local and state departments having jurisdiction and shall pay for all such permits, except as specifically stated elsewhere in the Contract Documents.
- B. Grade and Elevations:
 1. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain same to properly perform the contract installation.
- C. Compaction:
 1. The Contractor shall compact all embankment materials in accordance with this specification.
 2. Density testing shall be performed by an Independent Testing Laboratory retained by the Owner and acceptable to the Engineer and Contractor.
 3. Independent Testing Laboratory shall determine in place densities in accordance with ASTM D1556 or other methods approved by the Engineer.
 4. Independent Testing Laboratory shall submit one (1) copy of the following reports to each of the following: Engineer, Resident Project Representative, Contractor;

- a. Test reports on material
 - b. Field density test reports
 - c. One moisture density curve for each type of soil encountered
5. Location of Tests: (OWNER WILL HANDLE ALL TESTING)
- a. One test per 300 feet of completed roadway subgrade just prior to placement of subbase gravels and additional tests at depths as required by the Engineer.
 - b. Two tests on finished subgrade in parking area just prior to placing the subbase gravels and additional tests at depths as required by the Engineer.
6. If the test results fail to meet the requirements of these specifications, the Contractor shall correct the situation and obtain a passing test. The cost of reworking the material to obtain a passing test shall be borne by the Contractor and no allowance will be made for delays in the performance of the work. All testing and retesting shall be conducted by the Independent Testing laboratory. Costs of retesting will be paid by Owner. The cost of retesting will be determined by Engineer and Owner will invoice Contractor for this cost. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price.

1.4 JOB CONDITIONS

A. Disposition of Utilities:

1. The locations of utilities shown on the plans are approximate as determined from physical evidence on or above the surface of the ground and from information supplied by the utilities. The Engineer in no way warrants that these locations are correct. It shall be the responsibility of the Contractor to determine the actual locations of any utilities within the project area.
2. Rules and regulations governing the respective utilities shall be observed in executing all work in this section. Active utilities shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped. Report in writing to the Engineer, the locations of such abandoned utilities. Extreme care shall be taken when performing work in the vicinity of existing utility lines, utilizing hand excavation in such areas, as far as practicable. If, in the progress of excavation, any utility should become damaged and result in any damage to public or private property, the General Contractor shall restore to the original condition, at no additional cost to the Owner, anything which has been damaged or disturbed.

PART 2 - PRODUCTS**2.1 DEFINITIONS OF GRAVEL, SAND, AND SILT CLAY**

- A. The terms "gravel", "coarse sand," "fine sand" and "silt-clay," as determinable from the minimum test data required in this classification arrangement and as used in subsequent word descriptions, are defined as follows:
1. Gravel - Material passing sieve with 75 mm (3-inch) square openings and retained on the 2.00 mm (No. 10) sieve.
 2. Coarse Sand - Material passing the 2.00 mm (No. 10) sieve and retained on the 0.425 mm (No. 40) sieve.
 3. Fine Sand - Material passing the 0.425 mm (No. 40) sieve and retained on the 0.075 mm (No. 200) sieve.
 4. Silt-Clay (Combined silt and clay) - Material passing the 0.075 mm (No. 200) sieve.
 5. Boulders (retained on 77 mm (3-inch) sieve) should be excluded from the portion of the sample to which the classification is applied, but the percentage of such material, if any, in the sample should be recorded.
 6. The term "silty" is applied to fine material having plasticity index of ten (10) or less and the term "clayey" is applied to fine material having plasticity index of 11 or greater.

2.2 SOIL MATERIALS

- A. Use of Excavated Material:
1. To the extent they are needed, all suitable materials from the specified excavation may be used in the construction of required embankment and slope protective devices (riprap).
 2. Surplus excavated materials suitable for filling operations shall be stockpiled for future use as directed by the Owner's. This specific location will be determined at the start of construction.
 3. Unsuitable material shall consist of grubbings or other materials which contain rock of size exceeding specifications, organic materials, or other materials of a deleterious nature as deemed by the Engineer. Silts, clays and granular materials with more than 8% passing the number 200 sieve shall be considered unsuitable for embankment in the Frost Penetration Zone under paved areas when sufficient water supply is available to cause heaving.
- B. Common borrow shall consist of approved material required for the construction of embankments or for other portions of the work as designated and shall be obtained from

a source off-site, except as otherwise noted. Common borrow shall be free from frozen material, clay, perishable rubbish, peat, organic and other deleterious materials.

- C. Gravel borrow shall be free of rocks with a maximum dimension over six inches, frozen material and other unsuitable material. That portion passing a three (3) inch square mesh sieve shall contain no more than 70% passing a ¾-inch mesh sieve and not more than 10% passing a number 200 mesh sieve.
- D. Rock fill shall consist of rock for use in embankments which consists of hard durable particles broken to various sizes that will form a compact embankment with a minimum of voids. It shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.
- E. Embankment material shall consist of suitable approved common excavation and/or common, or gravel borrow. Rock excavation may be used as embankment material if it is thoroughly mixed with common excavation and/or common borrow to eliminate voids.
- F. Crushed stone shall consist of clean, angular rock with a blended size range of 3/8" to 1 1/2".

PART 3 - EXECUTION

3.1 SAFETY

- A. Comply with applicable local, state or federal safety regulations or in the absence thereof, with the provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.
- B. Provide shoring, sheeting and/or bracing at excavations as required to prevent cave-ins of excavation, and to assure complete safety of existing structures, utilities and pavements that are to remain in place.
- C. Remove sheeting and shoring and bracing, as backfilling operations progress, taking all necessary precautions to prevent failure of excavation sides. Where sheeting is to be left in place, it shall not be within two (2) feet of subgrade.

3.2 COMMON EXCAVATION

- A. The Contractor shall excavate material encountered to establish required grade elevations.
 - 1. Unauthorized Excavation:
 - a. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

2. In non-specified areas - To the lines indicated on the Drawings plus proper side clearance for construction.

3.5 ROCK EXCAVATION

- A. In open excavations material will be classified as rock only when the following conditions prevail:
 1. When the natural compound, natural mixture, and/or chemical element cannot be broken and removed from its existing position and state by a 3/4-yard backhoe or D8 dozer and requires the use of drills, or the use of explosives.
 2. Boulders or old concrete foundations in excess of two (2) cubic yards.
 3. Anything other is "earth" insofar as removal of the material to be excavated is concerned.
 4. NOTE: When during the process of excavation, rock is encountered such material shall be uncovered and exposed, and the Engineer shall be notified by the Contractor, before proceeding further. The areas in question shall then be measured as stipulated in paragraph B, following. The Contractor shall not proceed with excavation of material claimed as rock until the material has been classified by the Engineer. Should the Contractor proceed with the excavation without notifying the Engineer, or prior to the survey, he shall forfeit his right to extra payment in the subject area.
- B. The Contractor will provide qualified personnel, acceptable to both the Owner and the Engineer, to take cross-sections of rock before removal of same, and to provide computations of cross-sections and volumes within the pay-line limits.
- C. Excavate rock, encountered in grading areas within the contract, to depths as follows:
 1. Under pavements and surfaced areas - To six (6) inches below the required subgrade for such areas.
 2. Under lawn areas - to two (2) feet below finished grade, unless approved otherwise by the Engineer.
- D. Blasting - Obtain written permission and approval of method from the local authorities before proceeding with rock excavation. Explosives shall be stored, handled, and employed in accordance with the provisions of the "Manual of Accident Prevention in Construction: of the Associated General Contractors of America, Inc.

3.6 COLD WEATHER PROTECTION

- A. Protect excavations against freezing when atmospheric temperature is less than 35 degrees F.

3.7 COMPACTION

- A. General: Control soil compaction during construction to the satisfaction of the Engineer and/or Resident Project Representative by providing compaction to at least the minimum percentage of maximum density as specified for each area classification.
- B. Conform to the recommendations of the geotechnical report.
- C. Percentage of Maximum Density Requirements: Unless otherwise specified, compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship (determined in accordance with ASTM D1557) and to not less than the following percentages of relative dry density (determined in accordance with ASTM D2049) for soils which do not exhibit a well- defined moisture density relationship.
 - 1. Lawn or Vegetated Areas: Compact top six (6) inches of subgrade and each layer of backfill or fill material to 90 percent maximum dry density as determined by AASHTO T-180, Method C or D.
 - 2. Pavements: Compact top 12 inches of excavation subgrade and each layer of fill material to 95 percent maximum dry density as determined by AASHTO T-180, Method C or D.
- D. Moisture Control: Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material at a rate such that free water does not appear on surface during or subsequent to compaction operations.
- E. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- F. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry.

3.8 EMBANKMENT

- A. Compaction Equipment
 - 1. Provide sufficient equipment units of suitable types to spread, level and compact fills promptly upon delivery of materials.
 - 2. The Contractor may use any compaction equipment or device which he finds convenient or economical, but the Engineer retains the right to disapprove equipment which, in his opinion, is of inadequate capacity or unsuited to character of material being compacted.
 - 3. The Contractor shall be responsible for the proper placement and compaction of backfill material. Any settlement that occurs shall be repaired by the Contractor

at his own cost and expense. If pipeline and/or structures are damaged or displaced, they shall be repaired at the Contractor's expense.

- B. Areas to be filled or backfilled shall be free of construction debris, refuse, compressible or decayable materials and standing water.
- C. Notify the Engineer when excavations are ready for inspection. Filling and backfilling shall not be started until conditions have been approved by the Engineer.
- D. Place acceptable soil materials in layers to required subgrade elevations, for each area classification listed below.
 - 1. In excavations, use satisfactory excavated or borrow material.
 - 2. Under grassed areas, use satisfactory excavated or borrow material.
 - 3. Under pavements, use satisfactory excavated or borrow material or combination of both.
- E. Grub areas a depth of 12-inches where fills are to be less than five (5) feet in depth as shown on the Drawings.
- F. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
- G. Placement and Compaction: Place fill materials in layers no thicker than ten (10) inches.
- H. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification.
- I. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- J. Place backfill and fill materials evenly to required elevations adjacent to structures. Take care to prevent wedging action of fill against structures by carrying the material uniformly around structure to approximately the same elevation in each lift.
- K. When water and sewer piping is laid in filled areas, place the fill before any pipe is placed, and compact as specified to a depth or not more than two (2) feet above the proposed top of the pipe. A trench shall then be excavated to the required grade, and of sufficient width to permit thorough tamping of the fill under the bells and around the pipe.
- L. At the end of each day's work the embankment shall be shaped and rolled to minimize infiltration of water.

3.9 GRADING

- A. General: Uniformly grade areas within limits of construction. Smooth finished surface within specified tolerances.
 - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations.
 - 2. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than ½-inch above or below the required subgrade elevation.

3.10 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specified tolerances in settled, eroded or rutted areas.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, reshape, and compact to required density prior to further construction.

3.11 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off the Owner's property. This provision does not apply to stockpiled topsoil which shall remain on site unless written authorization for its removal is provided by the Engineer.

END OF SECTION 31 23 16

SECTION 31 25 13 – EROSION CONTROLS**PART 1 - GENERAL****1.1 DESCRIPTION****A. Work Included:**

1. The work under this section shall include provision of all labor, equipment, materials and maintenance of temporary erosion control devices as specified herein, as shown on the Drawings and as directed by the Engineer.
2. Erosion control measures shall be provided as necessary to correct conditions that develop prior to the completion of permanent erosion control devices or as required to control erosion that occurs during normal construction operations.
3. Construction operations shall comply with all federal, state and local regulations pertaining to erosion control.
4. After award of the Contract, prior to commencement of construction activities, meet with the Engineer to discuss erosion control requirements and develop a mutual understanding relative to details of erosion control.

B. Related Work Specified Elsewhere:

1. Site work is specified in appropriate sections of this Division.
2. Provisions stipulated in Environmental Protection.

C. Design Criteria:

1. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment. Protect existing vegetation designated to remain.
2. Stabilize disturbed earth surfaces in the shortest time and employ such temporary erosion control devices as may be necessary until such time as adequate soil stabilization has been achieved.

1.2 SUBMITTALS

- A. The Contractor shall furnish the Engineer, in writing, his work plan giving proposed locations for storage of topsoil and excavated material before beginning construction. A schedule of work shall accompany the work plan. Acceptance of this plan will not relieve the Contractor of the responsibility of completion of the work as specified.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Baled Hay:

1. At least 14" by 18" by 30" securely tied to form a firm bale, staked as necessary.

B. Sand Bags:

1. Heavy cloth bags of approximately one cubic foot capacity filled with sand or gravel.

C. Mulches:

1. Loose hay, straw, peat moss, wood chips, bark mulch, crushed stone, wood excelsior, or wood fiber cellulose. Provide specified item by type and use as and where specified.
2. Type and use shall be as specified by the "Maine Erosion and Sedimentation Control Handbook for Construction - Best Management Practices" prepared by the Maine DEP and the Soil and Water Conservation Commission herein after referred to as the BMP.

D. Mats and Nettings:

1. Twisted Craft paper, yarn, jute, excelsior wood fiber mats, glass fiber and plastic film.
2. Type and use shall be as specified on the plan and consistent with the BMP manual.

E. Permanent Seed:

1. Conservation mix appropriate to the predominant soil conditions as specified in the BMP and subject to approval by the Engineer.

F. Temporary Seeding:

1. Use species appropriate for soil conditions and season as specified in the BMP and subject to approval by the Engineer.

G. Water:

1. The Contractor shall provide water and equipment to control dust, as directed by the Engineer.

- H. Filter Fabrics:
 - 1. Filter fabric shall be of one of the commercially available brands such as Mirafi, Tytar or equivalent. Fabric types for particular applications shall be approved by the Engineer prior to installation.
- I. Silt Fence:
 - 1. Consistent with BMPs.
- J. Bark Mulch Berm:
 - 1. Consistent with BMPs.
- K. Stone Check Dam:
 - 1. Consistent with BMPs.

2.2 CONSTRUCTION REQUIREMENTS

- A. Temporary Erosion Checks:
 - 1. Temporary erosion checks shall be constructed in ditches and other locations as necessary. Stones shall be used for check dams as specified.
 - 2. Baled hay or sediment barrier may be used to fit local conditions.
- B. Temporary Berms:
 - 1. Temporary barriers shall be constructed along the toe of embankments when necessary to prevent erosion and sedimentation.
- C. Temporary Seeding:
 - 1. Areas to remain exposed for a time exceeding 15 days shall receive temporary seeding per the current Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual for Designers and Engineers or as depicted on the plans in the absence of Maine DEP standards.
- D. Construct silt fence in accordance with details provided prior to soil disturbance.
- E. Mulch All Areas Receiving Seeding: Use either wood cellulose fiber mulch (750 lbs/acre); or straw mulch with chemical tack (as per manufacturers' specifications). Wetting for small areas may be permitted. Biodegradable netting is recommended in areas to be exposed to drainage flow.

PART 3 - EXECUTION**3.1 INSTALLATION****A. Temporary Erosion Checks:**

1. Temporary erosion checks shall be constructed in ditches and at other locations designated by the Engineer. The Engineer may modify the Contractor's arrangement of silt fences, bales and bags to fit local conditions.
2. Baled hay, silt fences, or sandbags, or some combination, may be used in other areas as necessary to inhibit soil erosion.
3. Siltation fence, if called for in the plans, shall be located and installed as shown.
4. Sedimentation ponds shall be sited and constructed to the grades and dimensions as shown on the Drawings and will include drainage pipe and an emergency spillway.

B. Maintenance: Erosion control features shall be installed prior to excavation wherever appropriate. Temporary erosion control features shall remain in place and shall be maintained until a satisfactory growth of grass is established. The Contractor shall be responsible for maintaining erosion control features throughout the life of the construction contract. Maintenance will include periodic inspections by the Owner or Engineer for effectiveness of location, installation and condition with corrective action taken by the Contractor as appropriate.**C. Removing and Disposing of Materials:**

1. When no longer needed, material and devices for temporary erosion control shall be removed and disposed of as approved by the Engineer.
2. When removed, such devices may be reused in other locations provided they are in good condition and suitable to perform the erosion control for which they are intended.

END OF SECTION 31 25 13

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hot-mix asphalt paving.
2. Hot-mix asphalt overlay.
3. Cold milling of existing asphalt pavement.
4. Hot-mix asphalt patching.
5. Asphalt curbs.

B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Herbicide.

- B. Hot-mix asphalt designs.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates:

1. Aggregates.
2. Asphalt binder.
3. Tack coat.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Performance Work in accordance with AI Manual MS-8
2. Mixing Plant: Conform to AI Manual MS-3
3. Obtain materials from same source throughout.
4. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Aggregate for Binder Course Mix: MaineDOT 19 mm, unless otherwise noted.
- B. Aggregate for Wearing Course Mix: MaineDOT 12.5 mm, unless otherwise noted.
- C. Fine Aggregate: In accordance with MaineDOT standards.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: In accordance with MaineDOT standard specifications.
- B. Asphalt Cement: In accordance with MaineDOT standard specifications.
- C. Tack Coat: In accordance with MaineDOT standard specifications.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

- A. Surface Course Limit: Recycled content no more than 10 percent by weight.
- B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes in accordance with MaineDOT standard specifications, and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: In accordance to MaineDOT standard specifications.
3. Binder Course: In accordance to MaineDOT standard specifications.
4. Surface Course: In accordance to MaineDOT standard specifications.

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 1. Mill to a depth of 2 inches.
 2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompress existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompress existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. Ensure that prepared subgrade is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.
- B. Herbicide Treatment: Apply herbicide in accordance with manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose. Do not mix if full-depth asphalt pavement is proposed.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 HOT-MIX ASPHALT PLACEMENT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at a minimum temperature of 250 deg F.
 - 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method in accordance with AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density, Rice Test Method: 92 percent of reference maximum theoretical density in accordance with ASTM D2041/D2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 ASPHALT CURBS

- A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread hot-mix asphalt at a minimum temperature of 250 deg F.
 - 1. Hot-Mix Asphalt: In accordance to MaineDOT standard specifications.
- B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.10 WASTE HANDLING

- A. General: Handle asphalt-paving waste in accordance with approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 32 12 16

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Painted markings applied to asphalt paving.
2. Painted markings applied to concrete surfaces.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Pavement-marking paint, solvent-borne.
2. Pavement-marking paint, acrylic.
3. Pavement-marking paint, latex.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design"

2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint for final and temporary pavement marking shall meet the requirements of the Maine DOT Maintenance Fast-Dry Water-Based Traffic Paint on file at the Traffic Section in Augusta. Glass beads shall conform to the requirements of AASHTO M 247, Type I.

1. Color: White and Yellow

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.

- B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 16 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface.

END OF SECTION 32 17 23

SECTION 32 – RECLAIMING/HOT MIX ASPHALT

SPECIFICATIONS FOR FULL DEPTH RECLAMATION**DEFINITIONS**

The term Supervisor shall mean Town of Damariscotta. The term Designee shall mean an employee of the Town of Damariscotta. The term Contractor shall mean a professional company contracted by the awarding authority to perform work under this agreement.

1.0 DESCRIPTION

Work under this contract shall consist of the Contractor furnishing equipment to pulverize the in-place asphalt pavement and underlying material, mix and/or blend the material, spread and compact the resultant mixture to the lines and grades established by the Supervisor or his/her Designee. This specification is included to comply with the Maine DOT Standard Specification 307 Full Depth Recycling.

1.1 Reclaimed Base:

All pulverized material shall pass the 50 mm, (2-inch), sieve. The processed sub-base shall meet the following gradation:

Sieve Size	% Passing
2" (50 mm)	98 – 100
1 ½" (37.5 mm)	70 – 100

*Gradation may vary due to local aggregate conditions.

2.0 EQUIPMENT

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

2.1 Laboratory:

Contractor must maintain a working laboratory capable of sampling and testing reclaimed soils and must be open for inspection by the awarding agency.

2.2 Reclaimer:

Reclamation will be by means of a traveling rotary reclaimer or equivalent machine capable of cutting through existing asphalt at depths up to 12 inches with one pass. The machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. Equipment such as road planners or cold milling machines which are designed to mill or shred the existing bituminous concrete rather than to crush or fracture it, are not considered capable of achieving specification gradation. The required and necessary action of the reclaimer will increase the percentages of fine aggregate. This machine is not intended for use on sub-bases with large boulders or ledge. Existing bituminous concrete and gravel base must be pulverized and mixed so as to form a

homogeneous mass of uniformly processed base material which will bond together when compacted.

2.3 Grader:

A motor grader shall be used for shaping and finishing the surface of the reclaimed base, in accordance with the lines, grades and typical cross sections shown on the plans or established by the Supervisor or his/her Designee.

2.4 Rollers:

At least one (1) vibratory roller shall be used on each reclaimed surface, and shall have a compacting width of not less than 5 feet. Each roller shall have a gross weight of not less than 12 tons.

3.0 CONSTRUCTION PROCEDURES

3.1 Streets to be Treated:

Verification of measurements of the entry road(s) and parking lot(s) to be reclaimed shall be made by the Contractor and the Supervisor or his/her Designee. The Contractor shall prepare a more accurate cost estimate for each entry road(s) and parking lot(s) prior to beginning work.

3.2 Surface Preparation:

Surface preparation, which may include cleaning and grubbing; removal of visible cobbles; adjusting of manhole covers, street valve shutoff, domestic water shutoff, culverts, and fuel oil lines etc., will be the responsibility of the awarding authority and will be completed before the contractor moves onto the job. These items as depicted on the enclosed map, will be further discussed at the pre-bid mandatory meeting.

3.3 Pulverization Process:

The existing entry road(s) and parking lot(s) pavement shall be pulverized and mixed with equal amounts of gravel base existing in the roadway foundation. The pulverization shall blend the asphalt and base material into a homogeneous mass, utilizing the asphalt acquired from the existing pavement as a stabilizer to bond material together when compacted.

3.4 Grading:

Sub-grade changes may be necessary to meet proposed grade lines and cross sections. In areas where the proposed roadway grade to above the present grade, additional material will be provided by the awarding authority on the site, incorporated during regrading and compaction of the pulverized material, then brought to line and grade. Any excavation of sub-base material shall be placed in windrows or stockpiled so as not to impede the work of the Contractor, for later removal by municipal forces. After the material has been thoroughly worked by the reclaimer, the mass will be shaped and fine graded.

3.5 Rolling:

Initial rolling shall be done immediately following the reclaimer, and again following fine grading.

3.6 Traffic Control:

Traffic control including flow of traffic to be discussed and determined at the pre-bid mandatory meeting. If traffic control is required, which could include any of the following, warning lights, barricades, and warning signs, is the sole responsibility of the contractor.

4.0 PERFORMANCE

The awarding authority will not award this contract unless the Contractor furnished satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to prosecute the work successfully and to complete it within the time named in the contract. It will be the responsibility of each bidder to visit the job site with the Supervisor. The awarding authority can reject any bid of a contractor who has not visited the work site.

5.0 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment for work under this agreement shall be made at the contract unit price per square yard times the number of square yard, measured by the Contractor and the Supervisor or his/her designee, of entry road(s) and parking lot(s) surface reclaimed and surface treated. Prior to the bid, the awarding authority must elect to have the grading done by other. Price per square yard shall be for complete in place quantities. Upon completion of work, and acceptance by the Supervisor, the Contractor shall submit a payment request to the Supervisor. Payment shall be thirty (30) days of the next available accounts payable warrant.

HOT MIX ASPHALT PAVING**1.0 DESCRIPTION OF COURSE**

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks and parking lots as proposed in **SECTION 1**. All work shall be constructed as outlined in this contract and as directed by the school districts Representative.

2.0 EQUIPMENT REQUIREMENTS

2.1 All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08

2.2 All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09. When appropriate, a highway class paver meeting the specification with an 8ft main screed may be used.

2.3 All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

3.0 PLANT REQUIREMENTS

3.1 Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07

3.2 The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072

3.3 At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

4.0 MATERIALS

4.1 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 the school districts (Supervisor) Representative's approval, a current jobmix formula (JMF). For a Superpave design, a current MAINEDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MAINEDOT designs for B,C, or D mixes is desired, the contractor shall submit a previously MAINEDOT-approved JMF's conforming to the MAINEDOT Standard Specifications, Revisions of March 2020. The JMF's shall be reviewed and approved by the school districts Representative or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The jobmix formula shall state the source, gradation, and percentage of each fraction 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.

5.0 CONSTRUCTION

5.1. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.

5.2 Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.

5.3 The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 45° F and rising, and all paving will be completed by **October 28, 2022** unless otherwise agreed upon by the Supervisor and Contractor.

5.4 All existing paved surfaces to be newly paved shall be thoroughly cleaned by the contractor and dry and shall be tack coated prior to placement at a rate of .02 – 0.05gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of

the school districts Representative. All paving operations shall cease when the surface to repave is wet.

- 5.5 All traffic control will be provided by the **Contractor** and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
- 5.6 The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section utilizing materials estimated above in the bid documents, except in super elevated areas. If noted in contract documents to place shim to desired grade and cross slope, a desirable cross slope would be ¼" per foot of lane width (2%).
- 5.7 Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.
- 5.8 All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

6.0 TESTING

All materials and every detail of work will be subject to inspection by the school districts Representative who may require the Contractor's quality control person to be onsite to monitor material placement and compaction. The school districts Representative shall be allowed access to all parts of the work. The school districts Representative will be taking mix samples for possible testing.

6.1 Pavement Samples

- 6.1.1 Core samples for density testing may be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.0% density on uniform lifts designed to be greater than 1".
- 6.1.2 Samples of the Hot Mix Asphalt may be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
- 6.1.3 All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used.
- 6.1.4 Upon demand from the school districts Representative, the Contractor must supply a ten-foot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

6.2 Acceptance

- 6.2.1 If the school districts Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the

work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the school districts Representative, the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the school districts Representative, the removal and replacement of the material will be at the Contractor's expense.

ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY AN AUTHORIZED SCHOOL DISTRICTS REPRESENTATIVE MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE SCHOOL DISTRICTS REPRESENTATIVE FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.

7.0 MISCELLANEOUS

7.1 Pre-inspection

7.1.1 Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The school districts Representative will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

7.1.2 Right to change or additional work

The school districts reserve the right to submit change orders in writing to the Contractor. In that event, the school districts will negotiate with the Contractor to determine the new costs. The school districts reserve the right to change unit quantities up to 20% without negotiating a new price.

7.1.3 Clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the school districts Representative.

7.1.4 Performance bond

When bid amounts exceed \$150,000.00, the Contractor shall submit to the school districts a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the school districts, result in termination of the Contract.

7.1.5 Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the school districts. The

Contractor shall furnish, to the school districts, a certificate of insurance, naming the Town of Damariscotta as “Additional Insured” within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the school districts, result in termination of the Contract. The Contractor shall furnish to the school districts a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

7.1.6 Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

7.1.7 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the school districts, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the school districts.

7.1.8 Acceptance period

The school districts shall have up to a maximum of 30 days from date of bid opening to accept an offer.

7.1.9 Notice of acceptance

The Contractor will be notified in writing by the school districts of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

7.1.10 Rejection of offers

The school districts reserve the right to reject any or all proposals whenever such rejection is in their best interest. The school districts reserve the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The school districts also reserve the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

7.1.11 Payment

The school districts Representative shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control (if specified herein), and final cleanup. Tack shall be included in the unit price.

7.1.12 Asphalt Escalator

The school districts will use the latest edition of MaineDOT Special Provision Section 108 to protect the school districts and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Method of Measurement The school districts will measure full depth reclamation by the square yard (SY) & HMA by the Ton. Payment will be for the actual number of square yards/tons applied in accordance with the Standard Specifications, See State of Maine Standard Specification 2020, Section 109 – Measurement and Payment. Payment shall be full compensation for all **labor, materials, equipment, traffic control, including flaggers**, required to complete the work in accordance with these specifications. See Project Descriptions for project locations and lengths.

Basis of Payment The school districts will pay for the Work, in place and accepted, in accordance with the applicable sections of the Special Provisions at the contract unit price per ton / square yard applied. Upon completion of work, and acceptance by the Supervisor, the Contractor shall submit a payment request to the Supervisor. The school districts retain the right to adjust the quantity as listed below +/- 15%, due to budget purposes, without negotiating a price adjustment.

Head of MaineHousing speaks at LCRPC annual meeting

Board recognizes community projects and leaders

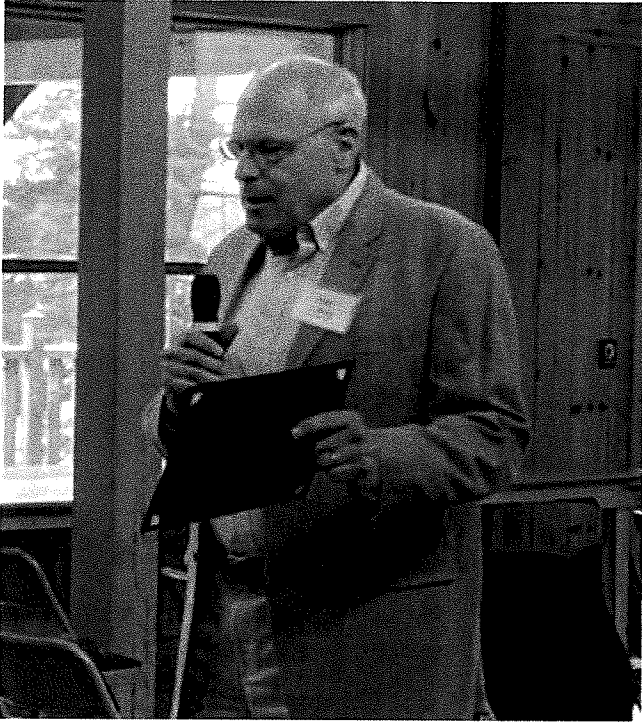
Mary Ellen Barnes

Tue, 05/10/2022 - 4:15pm



Emily Rabbe, Lincoln County Planner, introduces Dan Brennan, Head of Maine Housing at LCRPC Annual Meeting

Retiring Damariscotta Town Manager Matt Lutkus receives Certificate of Recognition for his leadership and public engagement on a number of key town projects.



Affordable housing is an issue throughout Lincoln County, and to emphasize the state's role in housing, Dan Brennan spoke at Lincoln County Regional Planning Commission's annual meeting on April 21, held at the Wavus Campus in Jefferson. Mr. Brennan discussed current multi-family rental, homeownership, and supportive programs, painted the challenging picture of increasing prices of Lincoln County homes and apartments, and suggested a mix of strategies to create more housing (the presentation is available at www.lcrpc.org (<http://www.lcrpc.org>)).

MaineHousing just announced the launch of a \$20 million program to expand the availability of affordable rental housing in rural Maine. The Rural Affordable Rental Housing Program will provide funding to build smaller affordable rental housing units. Under the program, projects must be between five and 18 units in size and may either be new construction, rehabilitation of existing housing, or reuse of existing buildings into livable spaces for low- and moderate-income households. Information on the program can be found at www.mainehousing.org/ruralhousing (<http://www.mainehousing.org/ruralhousing>).

At the start of the evening, Sam Kaplan, Kieve-Wavus Education Director, welcomed the LCRPC board and friends, highlighting food security projects that KW and the RPC have collaborated on. He also spoke about Kieve-Wavus's Leadership School involving over 25 educators who will be in residency in Lincoln County and Midcoast schools this next school year.

During the meeting, the LCRPC presented certificates to three community projects, which demonstrated tremendous leadership and commitment of volunteers: the Nobleboro Comprehensive Plan Update Committee, the Damariscotta Waterfront Committee, and the Somerville Broadband Committee. The Commission over the years has benefited from the participation by a few individuals who are stepping down, from their role in their communities and/or on the LCRPC board. Three well-deserving individuals received certificates of recognition -- Matt Lutkus (retiring Damariscotta Town Manager), George Richardson (retiring Westport Island Selectman) and Ham Meserve (Lincoln County Commissioner, who has stepped off the LCRPC Board).

An election of officers also took place at the meeting, with the following serving as officers for 2022-2023: Mike Tomko (Boothbay Harbor), chair; Marianne Pinkham (Nobleboro), vice-chair; Walter Voskian (Bremen), secretary; and George Parker (Newcastle), treasurer.