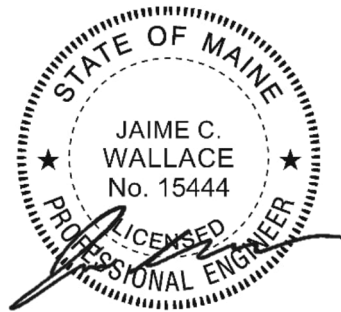


ADDENDUM NO. 1  
TO  
BIDDING AND CONTRACT  
REQUIREMENTS AND SPECIFICATIONS  
FOR THE  
OLD ORCHARD ROAD MPI PAVING PROJECT  
WP PROJECT NO. WIN 027768.00  
WIN 027768.00

9/27/2024



9/27/24

PREPARED BY:

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OLD ORCHARD ROAD MPI PAVING PROJECT

ADDENDUM NO. 1

WP PROJECT NO. WIN 027768.00

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As a point of clarification, it should be understood that the Contract Documents govern all aspects of the project. Discussions held over phone or email are informal and informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents:

GENERAL CLARIFICATIONS

1. Bids will be received at the Old Orchard Beach Town Hall – Office of the Town Manager located at 1 Portland Avenue by 2:00 p.m. local time on Thursday, October 10, 2024. Bids will be publicly opened and read aloud.

SPECIFICATIONS

1. Specification Section 00100 – Advertisement for Bid, ~~DELETE~~ Advertisement for Bid in its entirety, and ~~REPLACE~~ with the attached Advertisement for Bid.
2. Specification Section 00410 – Bid Form, ~~DELETE~~ Bid Form in its entirety, and ~~REPLACE~~ with the attached Bid Form.
3. Specification Section 00450 – Qualifications Statement, ~~DELETE~~ qualifications statement in its entirety.
4. Specification Section 00800 – Supplementary Conditions of the Construction Contract, ~~DELETE~~ SC-6.03 M Contractor’s Pollution Liability Insurance in its entirety.
5. Specification Section 00800 – Supplementary Conditions of the Construction Contract, ~~DELETE~~ SC-6.04 in its entirety.
6. Specification Section 00800 – Supplementary Conditions of the Construction Contract, ~~DELETE~~ SC-40 Certification of Nonsegregated Facilities in its entirety.
7. Specification Section 00800 – Supplementary Conditions of the Construction Contract, ~~DELETE~~ SC-41 – Notice to Labor Unions or Other Organizations of Workers Nondiscrimination in Employment.
8. Specification Section 01010 – Summary of Work, ~~ADD~~ the following immediately after 1.1.B.f:

- g. Loam and seed
  - h. Replacement of bituminous curb damaged from milling operations.
9. Specification Section 01150 – Measurement and Payment, DELETE Measurement and Payment in its entirety, and REPLACE with the attached Measurement and Payment.
  10. Roadway Details – DELETE Shiplap Pavement Joint Detail in its entirety.
  11. Roadway Details – DELETE Typical Driveway Section in its entirety.

### QUESTIONS AND ANSWERS

Questions from the Contractors:

1. *Q: Will the Town sweep the road prior to the shim/surface?*  
A: Yes
2. *Q: Where this is a mill/fill project, please clarify where the shiplap joint item is to be used?*  
A: There is no need for a shiplap joint. This will be removed from the bid documents as part of Addendum 1.
3. *Q: Are we milling to depth or slope? If slope, when will a slope sheet be provided?*  
A: Milling will be performed to depth.
4. *Q: Is QC testing required for the pavement?*  
A: QC testing is not required.
5. *Q: Is asphalt escalation in accordance with MDOT spec's going to be allowed?*  
A: Asphalt escalation will be in accordance with MDOT's standard specifications (108.4.1) if the difference in base price and period price is greater than 10%. It will be the contractors responsibility to provide backup documentation supporting an escalation with each payment request.
6. *Q: What is happening at the side roads? Are we milling past them and just matching in with pavement or are we going to have to mill on the side road? If we are going back onto the side roads, how far back are we milling and paving?*

- A: The contractor will mill past the side roads and match in with pavement.
7. *Q: Are we just milling past the driveways and matching back in with pavement or will butt joints on the drives be required. If butt joints for the drive are required, will they be paid under the butt joint item?*
- A: The contractor will mill past driveways and match back in with pavement.
8. *Q: How is the pavement needed to patch around adjusted structures going to be paid for?*
- A: This should be considered incidental to bid item 8 – Raise and Lower Manhole and Catch Basin Structures.
9. *Q: The ADVERTISEMENT FOR BIDS mentions final pavement striping, but there are no striping items. Is temp/final striping required and how will it be paid for?*
- A: Town stripes in spring and a June 20 date would put us past our striping schedule. It will be the contractor's responsibility to provide final pavement striping. This will be paid for under bid item 11 – Pavement Markings. Temporary markings, if necessary, are considered incidental to the contract.
10. *Q: Will police be needed for traffic control, and will the Town pay for them if they are.*
- A: Contractors shall supply their own traffic control.
11. *Q: Will the Town please consider moving the completion date to June 20<sup>th</sup>, 2025?*
- A: The town starts filling up at the end of May and there will be heavy traffic in June.
12. *Q: Where this project is an MPI with MDOT funding, would the Town please remove the requirement to submit the qualification statement with the bid if the contractors are MDOT qualified and submit a copy of our MDOT prequalification status?*
- A: This is acceptable.
13. *Q: In the MEASUREMENT & PAYMENT section, under the Pavement Butt Joint item, it states that the item shall be paid for by square foot but the schedule of values the unit is square yards. Please clarify if the butt joints are paid for by the square foot or the square yard.*
- A: Pavement butt joints should be paid for by the square yard. The M&P section will be updated in the addendum.

14. *Q: Under the SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT, Article 6-BONDS & INSURANCE, Section 6.03M calls for contractors to carry POLLUTION LIABILITY INSURANCE. Would the Town please remove the requirement for this policy? Due to the nature/duration of this project this requirement is typically waived.*

A: This has been removed.

15. *Q: Under the SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT, Article 6-BONDS & INSURANCE, Section 6.04 calls for contractors to carry BUILDER'S INSURANCE. Would the Town please remove the requirement for this policy?*

A: This has been removed.

16. *Q: Are the documents in Sections SC-40 & SC-41 required to be submitted with the bid?*

A: These can both be removed.

17. *Q: Are there any Davis-Bacon/certified wages attached to this project?*

A: No Davis-Bacon wages are attached to this project.

END OF ADDENDUM NO. 1

SECTION 00100

ADVERTISEMENT FOR BIDS

TOWN OF OLD ORCHARD BEACH, MAINE  
 OLD ORCHARD ROAD M.P.I. PAVING PROJECT  
 WIN 027768.00

General Notice

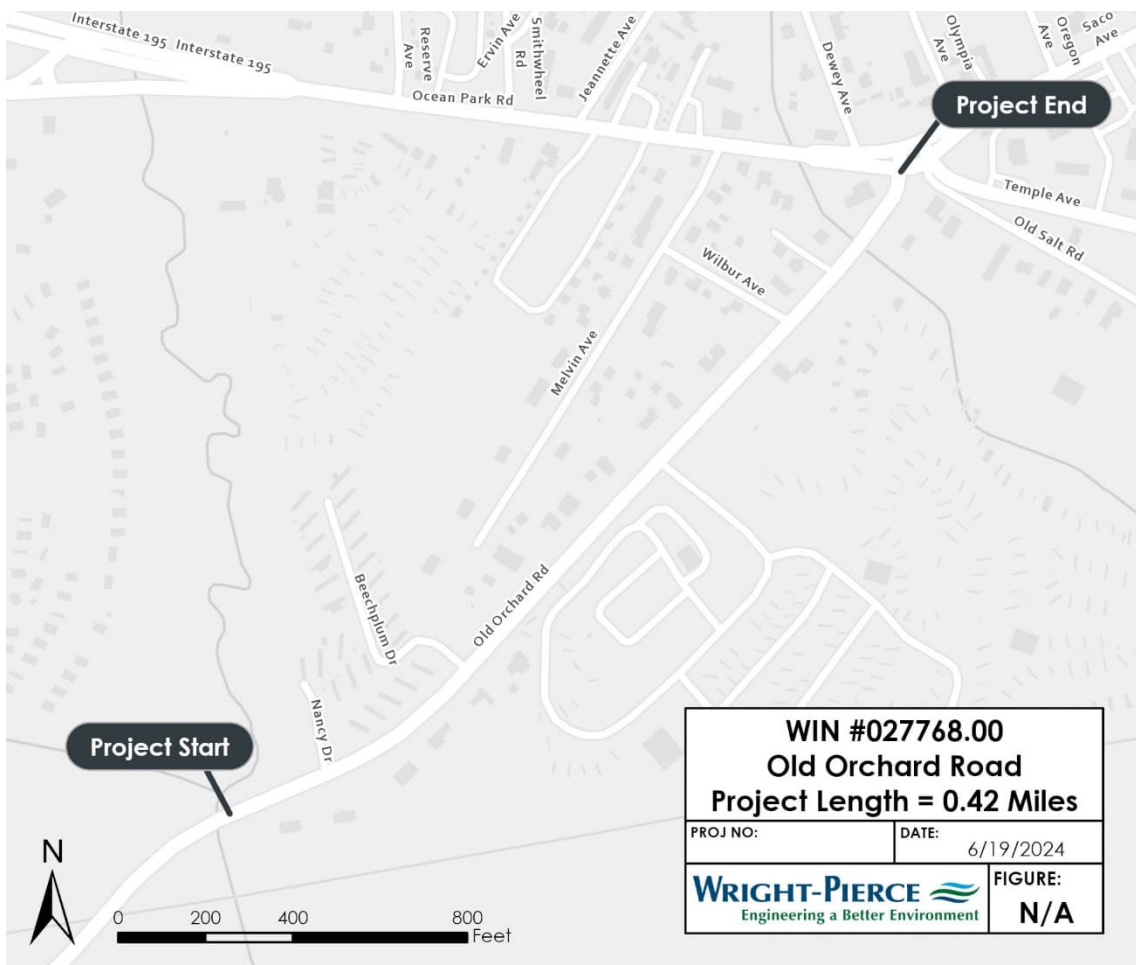
The Town of Old Orchard Beach (Owner) is requesting Bids for the construction of the following Project:

Old Orchard Road M.P.I. Paving Project

Bids for the construction of the Project will be received at the Old Orchard Beach Town Hall – Office of the Town Manager located at 1 Portland Avenue, Old Orchard Beach, ME 04064, until October, 10, 2024 at 2:00 P.M. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Mill and overlay of Old Orchard Road between the Saco/Old Orchard Beach Town Line and intersection of Saco Avenue at approximately 2220 linear feet including milling 2-inches of the existing pavement, overlaying new pavement shim and surface, driveway pavement, replacement of bituminous curbing damaged during milling, pavement butt joints, raising and lowering catch basin and manhole frames, grates, and covers, loam and see, and final pavement striping.



### Obtaining the Bidding Documents

The Issuing Office is The Town of Old Orchard Beach. Information and Bidding Documents for the Project can be found at the following designated website: <https://www.oobmaine.com/bids/>

To be considered a responsive Bidder, the Bidder shall have obtained at least one set of Bidding Documents from the Issuing Office using the name that is to appear on the Bid Form. The designated website will be updated periodically with addenda, lists of plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. It is the Bidder's responsibility to check the designated website for addenda.

The Owner reserves the right to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

This Advertisement is issued by:

Owner: Town of Old Orchard Beach

By: Diana Asanza

Title: Town Manager

Date: September 26, 2024

END OF SECTION

SECTION 00410BID FORM FOR CONSTRUCTION CONTRACT

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

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Town of Old Orchard Beach, 1 Portland Avenue, Old Orchard Beach, ME 04064

Old Orchard Road M.P.I. Paving Project

WIN 027768.00

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

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Contractor's Maine DOT prequalification status for paving;

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

*Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum, unit price and allowance items.
- B. Bidder acknowledges that:
  1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents (estimated "\*\*").



Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	Lump Sum	1	\$	\$
2	Traffic Control and Regulation	Lump Sum	1	\$	\$
3	Mill Pavement (2-inch depth)	SY	8400	\$	\$
4	Pavement Butt Joint	SY	10	\$	\$
5	Hot Mix Asphalt, 9.5 mm (Shim)	TON	240	\$	\$
6	Hot Mix Asphalt, 9.5 mm (Surface)	TON	700	\$	\$
7	Driveway Pavement, 9.5 mm (Hand Placed)	TON	45	\$	\$
8	Raise and Lower Manhole and Catch Basin Structures	EA	22	\$	\$
9	Remove and Replace Bituminous Curbing	LF	2500	\$	\$
10	Loam & Seed	SY	600	\$	\$
11	Pavement Markings	LS	1	\$	\$
Total Base Bid					\$

ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

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

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including all Domestic Preference requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

END OF SECTION

SECTION 01150BMEASUREMENT AND PAYMENTPART 1 - GENERAL1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted progress schedule and schedule of values on the basis of actual work completed.
- B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by final measurements.
  - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Owner.
  - 2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Owner and determine the quantities of unit price work accomplished and/or completed during the workday.
  - 3. After the work is completed and before final payment is made, the Owner will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.

1.2 REQUIREMENTS SPECIFIED ELSEWHERE

- A. Additional Requirements are specified elsewhere including, but not necessarily limited to, General Conditions, Supplementary Conditions, and Division 1.

1.3 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities show either an increase or decrease from the quantities given in the Proposal Form, the Contract Unit Prices will still prevail.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Owner, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the Work as herein authorized.
- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.4 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.5 OMITTED ITEMS

A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Owner may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.6 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses. Partial payments shall be made subject to the provisions of the Supplemental and General Conditions.

1.7 PAYMENT FOR MATERIAL DELIVERED

A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used and have been delivered to the construction site, or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplemental Conditions.

B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of the Contract.

1.8 FINAL PAYMENT

A. After final measurements are made by the Owner, the Contractor will prepare a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to provisions of the General and Supplemental Conditions.

1.9 INCIDENTAL WORK

A. Incidental work items for which separate payment will not be made includes, but is not limited to, the following items:

1. Erosion and sedimentation control.
2. Pre-Construction photographs or videos.
3. Project Record Documents
4. Traffic control plan, implementation, maintenance, and traffic regulation.
5. Signs
6. Clean-up and restoration of property.
7. Restoration of fences, property monumentation, driveways, sidewalks, lawn space, and other structures.
8. Cooperation and coordination with other Contractors and utility companies including related inspection costs and other costs (Refer to Section 01050).

9. Utility crossings and relocations, unless otherwise paid for.
10. Adjust water valves and other utility structures to grade.
11. Temporary utility services to buildings, as required to maintain service during construction.
12. Minor Items--such as relocation of sign posts, guard rails, rock wall, mail boxes, curbs, traffic loop detectors, pavement markings, etc., damaged as a result of construction activities.
13. Temporary Construction Dewatering as necessary.
14. Dust control.
15. Quality assurance testing.
16. Routine flagger services.
17. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, and certifications required by the Contract Documents.
18. Temporary construction necessary for construction sequencing and other facilities not permanently incorporated into the work.
19. Weather protection.
20. Permits not otherwise paid for or provided by the Owner.
21. Visits to the project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
22. Contract administration and insurance.
23. Test pits to establish in place field soils density, groundwater conditions, or requirements for dewatering.
24. Pipe markings.
25. Temporary Field Office.
26. Earthwork
27. Test Pits for the Contractor's Benefit
28. Temporary resetting or replacement of existing street and traffic signs and temporary traffic signals where necessary.
29. Raising and lowering of existing frames and covers of buried utilities to grade unless payment is otherwise provided for.
30. Removing and resetting of existing steps, guard rails, fences, walls and non-paved brick or paver walkways disturbed during construction.
31. Installing temporary pavement markings on binder course that will not be surfaced within 14 days of installation.
32. Installing temporary ramps at pavement joints and driveways.
33. Installing raised pavement markers and temporary symbols on the binder course within 48 hours of installing any section of the binder course and maintaining these throughout the project duration.
34. Removal of temporary or permanent pavement markings, prior to paving. This includes removing markings that are applied on the winter binder layer, prior to installation of the wearing course.

1.10 DESCRIPTION OF PAY ITEMS

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

(1) - Mobilization/Demobilization

- A. Method of Measurement: Lump sum. Total of bid item shall not exceed 10% of Total Amount of the Bid.
- B. Basis of Payment: Mobilization/demobilization costs are those costs of initiating and ending the contract. Payment for mobilization/demobilization shall be a lump sum at the price as stated in the Bid Form. Seventy-Five percent (75%) of the lump sum will be payable when the Contractor is operational on the site and the remaining twenty-five (25%) of the lump sum will be payable when the Contractor leaves the site following the completion of all contract work. For purposes of payment on this item, "Operational" shall mean the Contractor has mobilized all required equipment to project site, provided all required and properly executed bonds and insurance certificates and the owner has approved the following: Construction Schedule, Erosion Control Plan, and Traffic Control Plan. Only one lump sum payment divided into the two partial payments described herein shall be made to cover all mobilization/demobilization costs throughout the entire contract.

(2) - Traffic Control and Regulation

- A. Method of Measurement: Traffic control and regulation will be paid for at the Lump Sum unit price as stated in the Bid Schedule.
- B. Basis of Payment: Payment for traffic regulation and control shall constitute full compensation for all traffic regulation and control efforts and including all labor, materials, equipment, signage and supervision required to provide comprehensive and professional traffic regulation and control at all project locations. The traffic control plan, temporary pavement markings for traffic re-routing and pedestrian safety are included in this item. Payment under this item will be made for full-time dedicated flaggers only. Part-time flaggers will not be considered adequate. The lump sum shall be paid in partial payments over the course of the project, where the percentage paid is equal to the percentage of completion of the entire Contract.

(3) - Mill Pavement (2-inch depth)

- A. Method of Measurement: The quantity of grind existing pavement to be paid for under this item shall consist of the square yards of area ground within the payment limits shown and described in 00100 Advertisement for Bid, 01010B Summary of Work, and Roadway Details in Appendix A.
- B. Basis for Payment: The Contract unit price per square yard shall be full compensation for furnishing all labor, materials, tools and equipment necessary to complete this work including grinding the existing pavement to a depth of 2 inches and disposal of existing roadway materials, broom cleaning existing ground surfaces, lowering existing utilities, and all else incidental thereto for which payment is not provided under other items. The Contractor shall coordinate where to transport the pavement millings with the Town of Old Orchard Beach Public Works Department.



(4) - Pavement Butt Joint

- A. Method of Measurement: The quantity of pavement butt joint to be paid for under this item shall consist of the square yard of pavement butt joints installed within the payment limits shown and described in 00100 Advertisement for Bid and 01010B Summary of Work.
- B. Basis of Payment: The contract unit price per square yard of pavement butt joint shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including furnishing new HMA, grinding existing pavement and disposal of existing roadway materials at a site as designated by the Owner, tack coating surfaces, placing and rolling the mix, broom cleaning existing grinded surfaces prior to paving, and all else incidental thereto for which payment is not provided under other items.

(5 & 6) - Hot Mix Asphalt, 9.5 mm (Shim) & Hot Mix Asphalt, 9.5 mm (Surface)

- A. Method of Measurement:
  - 1. The quantity of bituminous concrete pavement to be paid for under these items includes all machine-placed pavement in the roadway. The number of tons of pavement placed within the payment limits shown and described in 00100 Advertisement for Bid, 01010B Summary of Work, and Roadway Details in Appendix A.
  - 2. The conversion factor to change volume of bituminous concrete pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.
- B. Basis of Payment:
  - 1. Pavement shall be paid for at the Contract unit price per ton stated in the Bid Schedule.
  - 2. Said unit price shall be full compensation for furnishing all materials, labor, equipment and tools necessary for the placement and removal of pavement, application of tack coat, compaction, and installation of final pavement striping and markings. No additional payment will be made to the Contractor for repair work done by them in maintaining bituminous concrete pavement.

(7) - Driveway Pavement, 9.5 mm (Hand Placed)

- A. Method of Measurement:
  - 1. The quantity of bituminous concrete pavement to be paid for under this item shall consist of the actual number of tons of pavement placed within the payment limits shown and described in 00100 Advertisement for Bid, 01010B Summary of Work, and Roadway Details in Appendix A.
  - 2. The conversion factor to change volume of bituminous concrete pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.
- B. Basis of Payment:
  - 1. Pavement for driveways shall be paid for at the Contract unit price per ton stated in the Bid Schedule.
  - 2. Said unit price shall be full compensation for furnishing all materials, labor, tools, and equipment necessary for saw cutting, tack coating, ship lapping of

joints, grinding of existing pavement at all driveway intersections, compaction, leaving a minimum of 1'-0" wide overlap strip between the new wearing course and the existing pavement. No additional payment will be made to the contractor for repair work done by them in maintaining bituminous pavement.

(8) - Raise and Lower Manhole and Catch Basin Structures

- A. Method of Measurement: Raise and lower manhole and catch basin structures measured for payment shall be for the actual number of manhole and catch basin frames, grates, and covers lowered and raised within the payment limits shown and described in 00100 Advertisement for Bid and 01010B Summary of Work.
- B. Basis of Payment: The unit price per each shall be full compensation for all labor, materials and equipment necessary to complete the work including excavation, removal of existing covers and frames, cleaning of castings and bedding surface on existing structures, furnishing and setting precast concrete risers or brickwork and mortar to meet final elevation, setting castings, backfill, compaction, pavement and lawn restoration, and all else incidental thereto for which payment is not provided under other items.

(9) – Remove and Replace Bituminous Curbing

- A. Method of Measurement: The quantity of replacement of bituminous curb to be paid for under this item shall be the linear feet of curb removed and replaced within the payment limits shown and described in 00100 Advertisement for Bid and 01010B Summary of Work and as directed by the Town. Curb removed for the convenience of, or damaged by, the Contractor is not covered by this bid item.
- B. Basis of Payment: Replacement of bituminous curb shall be paid for at the unit price per linear foot stated in the Bid Schedule. Said unit price shall be full compensation for all labor, materials, equipment and tools required for the removal and placement of bituminous curb including excavation and backfill, disposal of curb that is removed, placement of new curb, and all other work and expenses incidental thereto for which payment is not provided under other items.

(10) – Loam and Seed

- A. Method of Measurement: The quantity to be paid for under this item shall consist of the actual number of square yards of loam and seed placed on disturbed areas at 4" of thickness.
- B. Basis of Payment: Loam and seed shall be paid for at the unit price per square yard as stated in the bid schedule. Said unit price shall be full compensation for furnishing all materials, labor, tools, and equipment necessary to install 4-inches of loam on disturbed areas, placing of seed, mulch, lime, fertilizer, watering, and all else incidental thereto for which payment is not provided under other items. Areas disturbed for the Contractor's convenience shall be restored at no additional cost to the Owner.

(11) – Pavement Markings

- A. Method of Measurement: Pavement markings accepted for payment shall be on a lump sum basis. The Contractor shall match pavement markings in-kind prior to milling and shall match travel lanes as shown on the typical pavement restoration section included in the bid documents.
- B. Basis of Payment: The contract unit price per Lump Sum shall be full compensation for all labor, materials, tools, and equipment necessary to complete this work, including record keeping of locations of markings prior to work commencing, installation of pavement markings in their original form, and all else incidental thereto for which payment is not provided under other items.

END OF SECTION