

# TOWN OF CAPE ELIZABETH, MAINE



## PHASE 2 ACCESSIBLE WALKWAY IMPROVEMENTS

CAPE ELIZABETH SCHOOL CAMPUS  
14 SCOTT DYER ROAD/345 OCEAN HOUSE ROAD  
TOWN OF CAPE ELIZABETH, MAINE

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## BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

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JULY 10, 2020



# TOWN OF CAPE ELIZABETH

## PHASE 2 ACCESSIBLE WALKWAY IMPROVEMENTS

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**TOWN OF CAPE ELIZABETH  
PHASE 2 ACCESSIBLE WALKWAY IMPROVEMENTS  
NOTICE TO CONTRACTORS**

PROJECT DESCRIPTION: WALKWAY IMPROVEMENTS

The Town of Cape Elizabeth is accepting sealed bids for construction of Phase 2 Accessible Walkway Improvements (hereafter call “The Project”) at the Cape Elizabeth Middle School accessed from 14 Scott Dyer Road/345 Ocean House Road. The project includes providing all materials, labor, and equipment for the construction a 2,159+/- square foot hot mix asphalt paved ramp and viewing boxes as shown on contract drawings and as required by contract documents

Summary of Work:

1. Construction a new approximately 426 linear foot long hot mix asphalt paved walkway at a 5-foot width which totaling approximately 2,159+/- square feet of asphalt walkway along with the grading and revegetation of disturbed areas.
2. Removal of approximately 672 square feet of existing hot asphalt walkway pavement and regrading and resurfacing of this existing walkway for a distance of approximately 112 linear feet at a 6-foot width. Included with this portion of the work is the installation of two locations of granite curb transitions onto an existing wooden pedestrian bridge that is to remain along with the grading and revegetation of disturbed areas.
3. Installation approximately 20 linear feet of owner supplied 12-inch diameter high-performance high-density polyethylene pipe.
4. All other work required for a complete project and as depicted on contract drawings in contract specifications/documents.

**BID DUE DATE & TIME: July 30, 2020; 2:00 PM (EST).**

**A mandatory pre-bid meeting will be held at the project site at 8:00 AM on July 17, 2020. Meeting location will be in the parking lot to the south of the tennis courts. Contractors are required to field review the proposed project area prior to bidding and direct any questions to the Town Engineer Stephen D. Harding, P.E. ([sharding@sebagotechnics.com](mailto:sharding@sebagotechnics.com) or 207-200-2057) of Sebago Technics, Inc. located at 75 John Roberts Road - Suite 4A, South Portland, Maine 04106. Questions must be submitted no later than 5 business days prior to bid due date. Bids will be opened by Town staff at the bid time and will then be evaluated. The opening will be a public opening. The award will be based upon the lowest responsive bid meeting the Town project intent, requirements and objectives. The Town reserves the right to reject or accept any and all bids as determined by the Town to be in the Town’s best interest.**

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

**TO ALL PROSPECTIVE CONTRACTORS/BIDDERS:**

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped to the address specified herein. All bids must be received in sealed envelopes marked: **“PHASE 2 ACCESSIBLE WALKWAY IMPROVEMENTS” - Cape Elizabeth School Campus.** Bids can be mailed to the following address, but must be received one (1) day prior to the opening to assure proper delivery:

**Town of Cape Elizabeth  
Attn: Matthew Sturgis, Town Manager  
320 Ocean House Road  
P.O. Box 6260  
Cape Elizabeth, Maine 04107**

Bids can be hand delivered to the Town Manager or designee prior to the bid due date and time and will be opened by the Town Manager. A public opening will be held.

**Copies of the contract documents and specifications shall be obtained from the Sebago Technics Office at 75 John Roberts Road, South Portland, Maine or on the Town’s website at [www.capeelizabeth.com](http://www.capeelizabeth.com). Addendums, if issued, will be posted on the Town’s website. It will be the contractor’s responsibility to download any addendums from the website and acknowledge receipt of the addendum(s) on the stipulated location with the proposal form. Contract addendums not obtained from the Town website may invalidate any submitted bid for the project. Any and all inquiries about this bid can be directed to Town Engineer Stephen D. Harding, P.E. of Sebago Technics, Inc. at 207-200-2057 or e-mailed to [sharding@sebagotechnics.com](mailto:sharding@sebagotechnics.com).**

All proposals shall be submitted on the attached form and are to remain open for ninety (90) days after their opening. Late bids, electronic bid, bids not signed, and facsimile bids will not be accepted.

The Town also reserves the right to substantiate proposer’s qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the Town. All bids are subject to staff analysis and Town of Cape Elizabeth approval. The Town of Cape Elizabeth reserves the right to accept or reject any and all bids received and waive any and all technicalities.

The successful proposer shall agree to defend, indemnify and save the Town and Engineer harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the Town Manager of coverage for General Public and Automobile Liability insurance in amounts stipulated in this contract per person, for bodily injury, death and property damage, protecting the contractor and the Town, and  *naming the Town as an additional insured*  from such claims, and shall also procure Workers’ Compensation insurance. The Town disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

Prior to any payment by the Town, the contractor will be required to supply the Town with a *Waiver of Lien – Material and Labor* for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The Town may also require waivers of lien, signed by individual subcontractors, with requests for progress payments. Any mechanic’s lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the Town) and promptly discharged by the

Contractor at its own expense. If the Contractor should fail either to defend the Town against the lien or to discharge it, then the Town may do so at the Contractor's expense. In the event of such an undertaking by the Town, the Contractor will promptly reimburse the Town for all its costs and expenses in so doing including, but not limited to, reimbursement of the Town's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

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

The Successful Bidder must comply with the following:

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

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

Non-discrimination in Employment and Labor Standards: Bidders on this work and all subcontractors will be required to comply with the President's Executive Order No. 11246 (EEO) and the amendments and supplements to that Order regarding affirmative action and equal employment opportunity.

Department of Labor Regulations: The Contractor must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR Part 1910).

Environmental Regulations: The Contractor must comply with all applicable standards, orders, or requirements of local, state and federal regulations including those issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738.

The successful bidder will be required to furnish a 100% Performance Bond and 100% Payment Bond to cover the execution of the contract which shall be in conformity with the forms of bonds indicated in the Specifications and for the contract amount.

The Town of Cape Elizabeth in all its activities subscribes and adheres to the provisions of the Civil Rights Act of 1964, so amended to date. General Contractor, subcontractors, and product suppliers bidding on this project must subscribe and adhere to same. There shall be no discrimination in employment because of race, creed, national origin, handicapped status or sex.

Mr. Matthew E. Sturgis  
Town Manager

# PROPOSAL

Proposal of \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this proposal and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: **Town of Cape Elizabeth**  
**Attn: Matthew Sturgis, Town Manager**  
**320 Ocean House Road - Cape Elizabeth, Maine 04107**

Dear Town Manager:

The undersigned having carefully examined the Plans; the Standard Specifications; the Supplemental Specifications; Contract Agreement and Contract Bonds contained herein for the **Phase 2 Accessible Walkway Improvements** on which proposals will be received until the time specified in the "Notice to Contractors", this work being situated at the location described in the "Notice to Contractors" of this book, **Phase 2 Accessible Walkway Improvements** and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items."

This Proposal may be accepted by the Town of Cape Elizabeth at any time within ninety (90) calendar days after opening of the bids. The Town reserves the right to accept or reject any and all bids for any reason so determined. Fill out prices in ink, in writing and in figure; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. Use the pages in this document when submitting proposal and submit contract document intact.

**The Contractor is required to provide a schedule with the bid indicating the installation time period. The Town desires the installation of the project to be completed in its entirety and ready for Town acceptance by October 16, 2020. The Contractor shall provide substantial documentation in the bid if this time-line is not possible and shall provide an alternative schedule.**

**The contractor shall be responsible for all site conditions, delivery of materials, installation access, and weather-related project needs. Contractor shall not be entitled to any additional payments or claims for this work.**

**If the contractor fails to meet the Town approved construction time period, the Contractor may be subject to liquidated damages at the Town of Cape Elizabeth's discretion. The assessed liquidated damages shall be \$500.00 per day beyond the prescribed completion date for the project depending on the circumstances of the delay.**

## PHASE 2 ACCESSIBLE WALKWAY IMPROVEMENTS BID

Item No.	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1 LS	All project work as included in the contract documents Exclusive of Rock Removal  @ _____  Per Lump Sum				
2	40 CY	Rock Removal by Mechanical Means  @ _____  Per Cubic Yard				
TOTAL AMOUNT OF BID PROPOSAL, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF ROCK REMOVAL QUANTITY.						

**Note:** The contractor acknowledges receipt of Addendum(s) \_\_\_\_\_ through \_\_\_\_\_ inclusive and have included the content of the addendum(s) in formulating this proposal.

The undersigned also agrees as follows:

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

SECOND: Begin work and complete the work promptly as agreed to by the Town of Cape Elizabeth for the project. The Contractor shall commence work upon authorization by the Owner for the project within 14 calendar days of consultation with owner and Notice to Proceed. Contractor shall submit a project schedule to the Town indicating that the Work shall be completed within the specified timeframe. Upon starting the work, the Contractor shall remain on site until such time that the project is complete unless mutually agreed upon by the Town. The Contractor shall also be responsible for temporary work necessary to protect against inclement weather and all job site conditions.

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

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

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

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

The Undersigned hereby declares that they have read and understand and will comply with the following:

1. Non-discrimination in Employment and Labor Standards: Bidders on this work and all subcontractors will be required to comply with the President's Executive Order No. 11246 (EEO) and the amendments and supplements to that Order regarding affirmative action and equal employment opportunity.

2. Department of Labor Regulations: The Contractor must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR Part 1910).
3. Environmental Regulations: The Contractor must comply with all applicable standards, orders, or requirements of state and federal regulations.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

PROPOSAL (continued)

IF AN INDIVIDUAL, SIGN HERE

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

Address \_\_\_\_\_

\_\_\_\_\_

IF A FIRM OR PARTNERSHIP, SIGN HERE

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

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

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

\_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

IF A CORPORATION, SIGN HERE

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

Authorized Signature \_\_\_\_\_  
(name) (title)

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

\_\_\_\_\_

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

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

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

\_\_\_\_\_ ss

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

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

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

**ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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\_\_\_\_\_  
(date)

The above is a true copy of the records of the \_\_\_\_\_  
Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records

\_\_\_\_\_ ss

Before me appeared, \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made  
oath that the above statement is true.

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

**NOTICE**

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

**LIST OF REFERENCES AND PROJECT NAME**

(This Must Be Filled Out)

	<u>Project Name</u>	<u>Date Completed</u>	<u>Type of Project</u>	<u>Name of Contact</u>	<u>Contact Phone No.</u>
1.	_____				
2.	_____				
3.	_____				

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

	<u>NAME OF SUPPLIER AND ADDRESS</u>	<u>PRODUCTS TO BE SUPPLIED</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

	<u>NAME OF SUBCONTRACTOR AND ADDRESS</u>	<u>ANTICIPATED DOLLAR AMOUNT</u>	<u>SERVICE OR TRADES TO BE SUPPLIED</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**AGREEMENT BETWEEN THE  
TOWN OF CAPE ELIZABETH  
AND  
CONTRACTOR**

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **TOWN OF CAPE ELIZABETH**, a body politic and corporate, (hereinafter the "**TOWN**"), and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter the "**CONTRACTOR**").

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

**WHEREAS**, the **TOWN** requested a proposal, entitled Town of Cape Elizabeth **Phase 2 Accessible Walkway Improvements**; and

**WHEREAS**, the **CONTRACTOR** did under date of \_\_\_\_\_, 2020, submit a Bid for such work; and

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

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

1. The **CONTRACTOR** shall furnish all labor, materials, equipment and transportation and shall perform all work required for the construction and completion in accordance with the specifications contained in the contract documents entitled **Phase 2 Accessible Walkway Improvements** dated **July 10, 2020** (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the **Contractor's** Proposal, General and Detailed Provisions, Plans, and Specifications of the Contract Documents which are attached hereto and made a part of this Agreement.



damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

8. Upon receipt of executed contracts and insurance as required, the **TOWN** will send an executed **TOWN** contract to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives Notice to Commence Work for a project(s) and to complete the work within the time limits given in the Proposal. Prior to beginning any work, the Contractor shall field review the site with the Town and shall establish a schedule for completing the work within the specified contract period.
8. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the **TOWN**) and promptly discharged by the **CONTRACTOR** at its own expense. The **TOWN** may require the **CONTRACTOR** to provide a bond satisfactory to the **TOWN** and indemnify it against any lien and as substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **TOWN** against the lien or to discharge it, then the **TOWN** may do so at the **CONTRACTOR's** expense. In the event of such an undertaking by the **TOWN**, the **CONTRACTOR** will promptly reimburse the **TOWN** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **TOWN's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.
9. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **TOWN** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **TOWN** under this Contract. **TOWN** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice. This notice may be given verbal or written order.
10. Any controversy or claim arising out of or related to this Agreement which cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County. At the Town's discretion, non-binding mediation maybe required for dispute resolution.
11. The **CONTRACTOR** shall guarantee the work for a period of one (1) year and as specified in contract documents for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **TOWN** on a monthly basis. Payment for such services shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **TOWN**. The **TOWN** will keep 10% retainage for each monthly invoice for services. The retainage will be released or reduced as determined by the **TOWN** at completion of the project.
13. The **TOWN** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice except for services satisfactorily

- performed prior to the date of receipt of the Notice if the **TOWN** does not have damages exceeding the value of the satisfactory work.
14. The **TOWN** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to the **CONTRACTOR**. If this Agreement is terminated by the **TOWN** for convenience, the **TOWN** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.
  15. The **CONTRACTOR** shall verify the locations of existing utilities with the appropriate utility companies prior to the start of construction.
  16. The **CONTRACTOR** shall be responsible for temporary power required for project construction.
  17. The **CONTRACTOR** shall be fully responsible to the Owner for the acts and omissions of its subcontractors, and of person either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as THE **CONTRACTOR** is held under this Agreement. The **CONTRACTOR** shall inform subcontractors that the Owner will notify them they may not make claims or file liens against the project.
  18. Non-discrimination in Employment and Labor Standards: **CONTRACTOR** and all subcontractors shall comply with the President's Executive Order No. 11246 (EEO) and the amendments and supplements to that Order regarding affirmative action and equal employment opportunity.
  19. The **CONTRACTOR** and all subcontractors shall comply with the Davis-Bacon Labor Standards (most current wage rates at time of bidding) and shall submit certificated payrolls with each pay requisition compliant with state and federal wage reporting requirements.
  20. Department of Labor Regulations: The **CONTRACTOR** and all subcontractors must comply with all the Safety and Health Regulations (CFR29 Part 1926 and all subsequent amendments) as promulgated by the US Department of Labor on June 24, 1974; the Department of Labor Regulations relating to Copeland "Anti-Kickback Act (18 U.S.C. 874) as supplemented by 29 CFR Part 3; Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR Part 5, and Occupational Safety and Health Standards (OSHA) (29 CFR Part 1910).
  21. Environmental Regulations: The **CONTRACTOR** and all subcontractors must comply with all applicable standards, orders, or requirements of state and federal regulations.

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

WITNESS

**TOWN OF CAPE ELIZABETH**

\_\_\_\_\_

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

Its Town Manager

**CONTRACTOR**

\_\_\_\_\_

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

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

Its \_\_\_\_\_

**WAIVER OF LIEN  
MATERIAL OR LABOR**

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

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

To all whom it may concern:

The undersigned \_\_\_\_\_ has been employed to furnish \_\_\_\_\_ for the project known as **Town of Cape Elizabeth – Phase 2 Accessible Walkway Improvements**, Town of Cape Elizabeth, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said \_\_\_\_\_ for said Project and premises. This Waiver of Lien shall become effective upon the issuance of a check by the Town of Cape Elizabeth payable to \_\_\_\_\_ and \_\_\_\_\_ in the amount of \_\_\_\_\_.

Given under oath, my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

\_\_\_\_\_

Its \_\_\_\_\_

Notarized: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

The undersigned has performed labor and furnished materials and/or performed services for \_\_\_\_\_ on behalf of the Town of Cape Elizabeth, in performance of the contractor's agreement of \_\_\_\_\_ with the Town of Cape Elizabeth for the Phase 2 Accessible Walkway Improvements Project - \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.

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

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

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

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

Its \_\_\_\_\_

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

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

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

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

**Project Specifications and Requirements  
Town of Cape Elizabeth  
Phase 2 Accessible Walkway Improvements**

**1.0 SCOPE OF WORK**

- A. Notify Dig Safe using Dig Safe protocols to locate utilities in the project area prior to construction. If Dig Safe members do not locate utilities in the project area, the contractor shall hire a private utility locating service company to locate all utilities in the project area. The contractor shall be responsible for the protection, repair, and replacement of utilities associated with the construction of this project.
- B. Demolition and disposal of construction materials in accordance with applicable solid waste management regulations. The contractor shall inspect the site for general conditions and note the general and specific conditions of the project and include all costs and disposal within the bid. Contractor shall leave the site in a neat and clean condition with no construction debris or extraneous materials.
- C. Complete Construction of the Project including all materials, bracing, general conditions, labor, equipment, temporary power and all other work required for a complete project meeting the requirements of the contract documents and plans.

**2.0 TEMPORARY FACILITIES**

- A. The General Contractor shall provide and pay for all temporary facilities to include but not be limited to site security, storage, sanitary facilities, temporary lighting, coordination with Town, and trash removal.

**3.0 SUBMITTALS**

- A. Provide submittals on all products, materials and installation methods and operations manuals for owner's approval.

**4.0 PROJECT MEETINGS**

- A. As required to insure quality control and assurance.

**5.0 PROJECT CLOSEOUT**

- A. Project site to be left in clean new condition.
- B. Contractor to provide all operation and maintenance manuals for all products, equipment, and systems included in the Work.

- C. Contractor to guarantee the Work for a period of one year against any defects in workmanship and materials.

## **6.0 SITE SAFETY**

- A. Contractor is responsible for all site safety in accordance with applicable local, state and federal laws.

## **7.0 QUALITY CONTROL AND QUALITY ASSURANCE**

- A. Contractor is responsible for all materials testing and quality control and assurance.

## **8.0 ENVIRONMENTAL**

- A. Contractor shall be responsible for adherence with all applicable environmental laws and regulations.

## **9.0 CODE COMPLIANCE AND REFERENCE**

- A. Construction shall be in compliance with all current codes, regulations and standards as they apply to a detention facility, the facility location and type of construction.
- B. All Codes, regulations and standards governing the design and construction of the facility.
- C. OSHA Standards.
- D. Construction and Renovations must be in accordance with US Environmental Protection Agency (EPA), State and Federal environmental regulations, and local planning, zoning and conservation regulations, and ordinances.

## **10.0 ROCK REMOVAL**

- A. Rock Definition: Material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 2 cubic yards for excavation that cannot be removed by rock excavating equipment without systematic drilling, ram hammering, or ripping.
- B. No blasting will be allowed. Should rock be encountered, which needs to be broken up and removed, the means and methods will be at the Contractor's option subject to the Engineer's and Owner's approval. Rock removal work using hoe-ramming, boring, or other noise intensive equipment shall be limited to between the hours of 9:00 AM and 4:00 PM, Monday through Friday, unless otherwise allowed by the Owner
- C. Method of Measurement: The volume of rock excavation will be measured by the number of cubic yards measured in its original positions by cross-sectioning the area excavated. Limits of rock excavation will be determined by the vertical distance from the surface of ledge to the design walkway subgrade within design limits of the

walkway. There will be no payment for material removed beyond the design limits of the walkway gravel except where Engineer or Owner determines that displaced or loosened material beyond the design limits was unavoidable. Isolated rocks in excess of 2 cubic yards will be measured by the Engineer upon removal from the excavation.

- D. Basis of Payment: The accepted quantity of rock removal, including disposal, will be paid for at the contract unit price bid per cubic yard. Payment shall be full compensation for furnishing all materials, equipment, labor, and other incidentals to complete the work. No payment will be made for over blasted rock and/or shattered layers below construction limits, associated removal, and replacement with suitable fill material.
- E. Rock excavation includes removal and replacement with approved materials. Excavated rock shall be reused on-site, when in compliance with this specification and at the direction of the Engineer and Owner.
  - a. Contractor shall uncover and expose all rock surfaces to be removed.
  - b. Contractor shall coordinate with the Engineer and Owner prior to proceeding with rock removal.
  - c. It is the Owner's intent to minimize the extent of rock removal. Upon approval by the Engineer and the Owner, the contractor will be allowed to minimize the walkway gravel installation depth to a minimum depth of 4-inches and modify the sideslope grades.
  - d. The quantity of rock for payment, measurements for payment will be based on in place cubic yards to rock remove to pay lines, as defined. Engineer and Contractor shall agree on quantity of rock removal based on the above pay limits prior to mass rock removal.
  - e. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

## **11.0 TURF MAINTENANCE**

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
  - a. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  - b. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
  - c. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

- B. **Contractor is responsible for watering of new turf area.**
- a. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Conduct temporary watering to avoid walking over muddy or newly planted areas.
  - b. Water turf with fine spray at a minimum rate of 1-inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowing. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. **Contractor is responsible for two mowings after grass growth has been established to a consistent level so that mowing maintenance can be accomplished.**
- D. Turf installations shall meet the following criteria as determined by the Engineer and Owner. Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent over any 10 square feet and bare spots not exceeding 5 by 5 inches. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.
- E. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas. Remove nondegradable erosion-control measures after grass establishment period.