



**City of Sanford/Village of Springvale, Maine**

**NOTICE OF BIDS**

**FOR: CRACK SEAL CONTRACT**

The City of Sanford, Maine will receive sealed bids for: **CRACK SEAL CONTRACT** until **Friday, March 22, 2019 at 12:00 Noon** at the Public Works Office, 156 School Street, Sanford, Maine, at which time and place all bids will be publicly opened and read aloud. The Invitation to Bid, Instructions to Bidders, Specifications, and Bid Proposal Exhibits are available at the Public Works Office and online at [www.sanfordmaine.org](http://www.sanfordmaine.org) under **Businesses: Bids: Open Bids**.

DATE: February 22, 2019

CITY OF SANFORD, MAINE

By: Matthew E. Hill, P.E.

Matthew E. Hill  
Public Works Director



## INSTRUCTIONS TO BIDDERS:

Bids shall be received by the City of Sanford, Maine at the place and until the time specified in the "INVITATION TO BID" for: CRACK SEAL CONTRACT then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

### 1. PREPARATION OF BIDS

- a. Bids shall be submitted in triplicate. Bid forms furnished by the City of Sanford or copies thereof shall be used, and strict compliance with the requirements of the Invitation to Bid, these instructions, and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Exhibits attached hereto shall be considered non-responsive to the Invitation to Bid. Each Bid Proposal Form must be accompanied by a copy of the Specifications.
- b. Each bid must give the full business address of the bidder and be signed by an authorized representative or partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their signature the word "President," "Secretary," "Agent," or other title without disclosing their principal, may be held to be the bid of the individual signing.
- c. Erasure or other changes in the bids must be explained or noted over the signature of the bidder.
- d. Anyone submitting a bid shall agree to pass along to the City of Sanford any discounts, rebates or subsidies available as a result of abnormal or seasonal market conditions.



2. ALTERNATIVE BIDS

Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing, addressed, and forwarded to [mehill@sanfordmaine.org](mailto:mehill@sanfordmaine.org), or Matthew E. Hill, P.E., Director of Public Works, City of Sanford, 156 School Street, Sanford, Maine 04073. Questions are due two (2) weeks before date of bid opening and any necessary addendum and/or answers will be posted online one (1) week before the date of the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum publicly posted on [sanfordmaine.org](http://sanfordmaine.org) under Businesses: Bids: Open Bids: and the Contract Name. All such addenda shall become part of the contract documents.

4. CONDITIONS OF WORK

Each bidder must visit the sites of work and inform themselves of the conditions relating to the area in which the work shall be performed. Failure to do so will not relieve a successful bidder of their obligations to furnish all equipment, material, and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in this Invitation to Bid. The City of Sanford disclaims any and all responsibility for injury to bidders, their agents, or others while examining the work site or at any other time.

5. EXAMINATION OF SPECIFICATIONS AND SCHEDULE

Each bidder or his authorized agent is expected to examine the specifications, contract documents and all other instructions pertaining to the work, which will be open to his inspection. Failure to do so will be at the bidders own risk, and he cannot secure relief on the plea of error in the bid. At its sole discretion, the City of Sanford may accept or reject bids that do not comply with the specifications, contract documents and all other instructions pertaining to the work.

6. PERSONS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one person by or in the name of his clerk, partner, or other person, all such bids shall be rejected.



7. QUALIFICATIONS OF BIDDER

Each bidder must furnish a statement of bidders experience and their organization's experience with regard to the work specified as noted in the Bid Exhibits. The statement shall be submitted with the bid. The City of Sanford shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City of Sanford all such information and data for this purpose as the City of Sanford may request.

The right is reserved by the City of Sanford to reject any bid at its sole discretion.

8. SUBMISSION OF BID

Each bid shall be placed in a separate envelope clearly marked on the outside:

BID FOR: CRACK SEAL CONTRACT and this envelope shall be placed in a second envelope for mailing purpose if necessary.

9. TIME OF OPENING OF BIDS

Bids received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived at their sole discretion, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Electronically submitted bids (email or fax) will not be considered.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

11. FORM OF AGREEMENT

The successful bidder shall be required to sign a standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.



12. FINANCIAL REQUIREMENTS OF THE CONTRACTOR

All insurances as noted in the standard City of Sanford Service Agreement, a copy of which is attached hereto in the Bid Exhibits.

13. AWARD OF CONTRACT

The Sanford City Council reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, and otherwise to act as it deems to be in the best interests of the City of Sanford. The decision of the Sanford City Council in awarding a bid shall be in accordance with the City of Sanford's Purchasing Policy.

The City reserves the right to accept multiple bids and establish a prequalified list of contracted companies to perform work on a project-by project basis or as Contractors' schedules and availabilities allow for the convenience of the City.

14. TAXATION AND COMPLIANCE

The City of Sanford is a municipal corporation organized under the laws of the State of Maine and so its purchase of goods is exempt from State, Federal, local sales, and use taxes. The successful bidder agrees to comply with all applicable Federal, State, and local statutes, laws, codes, rules, regulations, ordinances, and orders in the performance of the contract.

DATE: February 22, 2019

City of Sanford

By: Matthew E. Hill, P.E.  
Matthew E. Hill  
Public Works Director

SPECIAL PROVISION  
SECTION 424  
ASPHALT RUBBER CRACK SEALER — Type 2

Description: This work shall consist of furnishing all labor, equipment and materials necessary to clean, fill, and seal longitudinal and transverse cracks in bituminous concrete pavement courses. Materials are to be thoroughly applied to seal the cracks. This work shall consist of the furnishing and placement of crack sealing material in the cracks of existing bituminous concrete pavement in accordance with these Special Provisions. This work shall consist of crack cleaning and drying, material supply and heating, preparation and application material, material finishing or shaping, and providing and installing barrier material or curing materials as required.

Materials: Asphalt Rubber Crack Sealer shall be an asphalt and rubber compound designed for a temperature range of 64-28 °C, and which improves the strength and performance of the base asphalt cement. Hot pour rubber crack sealant material shall conform to ASTM D-6690, Type 2.

Cone Penetration	90 max
Flow @ 60°C [140°F]	<1/4 inch
Bond, non-immersed	Three ½ inch specimens pass 3 cycles @ 50% extension @ -20
Resilience, %	N/A
Asphalt Compatibility, ASTM D5329	pass*

\* There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 140°F.

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials.

CONSTRUCTION REQUIREMENTS

Weather: Asphalt Rubber Crack Sealer shall not be applied on a wet surface, or when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Equipment: Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand: A portable air compressor shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air at not less than 100 psi pressure through a 5/8"- inch diameter nozzle. A 1/2"-inch or 3/4"-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(2) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.

(3) Hot Air Lance: The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(4) Hand Tools: Shall consist of V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(5) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F. The Contractor shall either provide a jacketed thermometer that accurately displays the sealant temperature within the kettle, or provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle. Temperatures must be able to be checked at any time during the heating of material, application of material, or at the end of the application operation.

Preparations of Cracks: All cracks shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air prior to the used of the hot air lance. Material removed from the crack shall be removed from the pavement surface by means of compressed air, power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown and heated via the hot air lance no more than 5 minutes prior to the crack being sealed.

Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate reinvasion of water, debris, and other incompressible materials. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer: The rubber crack sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. A copy of the manufacturer's specification shall be provided to the Project when requested.

The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site.

Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 50 or higher.

Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed. Defective or leaking valves and wands will be repaired or replaced before work continues. If repairs or replacement of defective equipment cannot be accomplished immediately then the Department may permit work to continue but deduct any excess quantities placed as it determines.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator nozzle or shoe.

If the work scope requires a flush fill with minimal overbanding then a nozzle sized to fill the cracks shall be used.

If the work scope required crack filling and sealing with overhand, then a shoe sized to meet the overhand width shall be used. Generally, the shoe width and the sealer overbanding area shall range from 1 inch — 1.5 inch. Overbanding width may vary from the range specified depending on the width and severity of the cracks.

The applicator shall be followed by a V-shaped squeegee to minimize the thickness of the overband. The sealer shall be applied at a rate that produces a coating thickness of 1/8 - inch, typical.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoi or an equivalent product approved by the Resident shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If the sealed areas are to be paved over with a hot mix treatment then a 48-hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Quality of Work Any excess of sealer, spilled or overapplied, shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative.

Traffic Control:

Do not allow traffic on the repaired areas for 1/2 hour or until the material has cooled enough to support traffic and tracking is minimal.

All traffic control devices (including signs, cones, and flaggers), placements, and maintenance of devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). All payment for traffic control for these activities shall be considered incidental to the respective unit pay item with the exception of Uniformed Officers with Vehicle for which the Department of Public Works shall be considered responsible. Uniformed Officers with Vehicle shall be provided to the Contractor on high-volume or high-speed roadways as deemed necessary by the Director of Public Works according to the Ordinances of the City of Sanford. Uniformed Officers with Vehicle shall not be considered an adequate replacement for Flaggers according to the provisions of these specifications.

Method of Measurement Asphalt Rubber Crack Sealer will be measured by the pound of sealant used. The manufacturer's weights of the sealant for each block (pill) will be accepted as a basis for measurement.

Should tank checks be required to verify material usage, or calculate initial or final gallons remaining in the kettle, a calibrated tank gauge or tank stick shall be used to measure the tank gallons, and a volume correction shall be calculated using Table:1 to correct the gallons to 60 ° F. The corrected gallons shall then be multiplied by the pounds per gallon at 60 ° F listed in the product data sheet provided for the crack seal product being used. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner.

Basis of Payment The accepted quantity of Asphalt Rubber Crack Sealer will be paid for at the contract unit price per pound complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier materials if necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.22 Asphalt Rubber Crack Sealer Type 2, Applied	Pound

**Conversion Table: I**

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

**Legend:** t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

SPECIAL PROVISION  
SECTION 424  
CRACK REPAIR

Description. This work shall consist of removing bituminous concrete pavement for a **width of not less than 18 inches or 36 inches wide and a depth of not less than 2½ inches**, cleaning, tacking, furnishing and compacting HMA in accordance with standard MaineDOT specifications.

MATERIALS

Tack The bituminous material shall meet the applicable requirements of Section 702 Bituminous Materials.

HMA The Hot Mix Asphalt shall meet all of the Materials, Seasonal Limitations, and Construction requirements of Section 401, with the following additions and changes.

The mixture shall meet the gradation requirements of a current MDOT approved 12.5 mm JMF. The Acceptance Limit targets for gradation and PGAB content will be as specified on the JMF.

CONSTRUCTION REQUIREMENTS

Compaction: The HMA shall be compacted in 1/more lift by a 3-5 ton roller.

Method of Measurement: Crack Repair will be measured by the Linear Foot.

Tack Application: Tack will be applied on all vertical surfaces, joints, and all horizontal surfaces receiving HMA pavement at a rate of 0.05 Gallons/Yd<sup>2</sup>.

Traffic Control:

Do not allow traffic on the repaired areas for 1/2 hour, until the material has cooled enough to support traffic, and the temperature of the repair is below 120F.

All traffic control devices (including signs, cones, and flaggers), placements, and maintenance of devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). All payment for traffic control for these activities shall be considered incidental to the respective unit pay item with the exception of Uniformed Officers with Vehicle for which the Department of Public Works shall be considered responsible. Uniformed Officers with Vehicle shall be provided to the Contractor on high-volume or high-speed roadways as deemed necessary by the Director of Public Works according to the Ordinances of the City of Sanford. Uniformed Officers with Vehicle shall not be considered an adequate replacement for Flaggers according to the provisions of these specifications.

Basis of Payment: The accepted quantity of Crack Repair will be paid for at the contract unit price per linear foot based on the initial width of removal. This price will be full compensation for removing the material to the required depth and width, cleaning, furnishing and applying tack, and furnishing, placing and compacting HMA.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.3718 Crack Repair – 18” Wide	Linear Foot
424.3736 Crack Repair – 36” Wide	Linear Foot

SPECIAL PROVISION  
SECTION 424  
CRACK REPAIR with HOT POUR MASTIC

Description: This work shall consist of preparing and repairing areas identified for crack repair in existing bituminous or concrete pavement layers using hot pour mastic. The hot pour mastic shall be supplied in solid form in boxes containing pre-measured binder blended with aggregates. Products to be used will be subject to approval by the Department. Repair areas will be free of sand, vegetation, water, and any previously placed rubber crack seal or crack repair materials, including cold patch. Preparation, such as cleaning and drying of the cracks by use of oil free compressed air and hot air lance shall be considered included the price per pound of crack repair mastic. Routing or any pavement removal required will be paid for under the appropriate item as described in this Special Provision.

MATERIALS

The hot pour mastic materials are hot-applied, pourable, self-adhesive mastics blended with aggregates designed for maintenance and repair of asphalt and Portland cement concrete pavements. The hot pour mastic materials are composed of highly modified polymer asphalt binder and fine graded lightweight aggregate, or standard weight aggregates as required by the application.

The mastic materials shall be delivered in the manufacturer's original container. The material shall be pre-packaged with the manufacturers name and product name marked on each container. The materials shall conform to the following requirements:

Parameters:

Color	Black
Pourability @ 400F (PTM1)*	1000-1400 gm
Stability @ 158F (PTM2)	.6 in. max
Flexibility @ Low Temperature (PTM3)	Pass @ -20F
Adhesion @77F (PTM4)	15psi min.
Specific Gravity (ASTM D792)	1.35 max.
Skid Resistance, BPN (ASTM E303)	40 min.
Minimum Application Temperature	375°F
Maximum Application Temperature	410°F

The density of the mastic with fine lightweight aggregate is 76 pcf (+/- 3%) and weight per gallon is 10.2 lb/gal at 60°F. (ref: PolyPatch or equivalent)

The density of the mastic with standard weight aggregate is 116 pcf ( +/- 3%) and the weight per gallon is 15.5 lbs/gal at 60°F. (ref: MasticOne or equivalent)

## EQUIPMENT

Equipment: Equipment used in the performance of the work shall be subject to the Departments or authorized representative's approval and shall be maintained in a satisfactory working condition at all times.

(a) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 4 yd of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(b) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.

(c) Hot Air Lance: Should operate with propane and compressed air in combination at 2000°F - 3000°F, exit air heated at 1000 ft/s. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(d) Hand Tools: Shall consist of Boxed or V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(e) Melting Kettle: The unit used to heat the mastics shall be a double boiler unit equipped with continuous horizontal full sweep agitation and have separate thermostatic control devices that will automatically regulate hot oil and material temperature. Separate digital readouts shall display the temperatures of the hot oil and material. The kettle shall be equipped with mixing paddles, blending augers, or other satisfactory means of agitating, mixing, and blending the aggregates and mastic together. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F.

If required in the contract the router or crack saw equipment for preparing cracks shall be of a rotary impact type cutter, equipped with a carbide bit or a diamond-blade crack saw which will provide a reservoir of specified dimensions.

An application wand may be required for the work type, and shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for in this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. A bypass line into the holding tank is required for use when the nozzle is shut off.

## CONSTRUCTION REQUIREMENTS

Weather: Hot Pour Mastics shall not be applied on a wet or damp surface, or when the atmospheric temperature is below 45°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper crack repair procedures.

Preparation: All cracks shall be prepared to receive the mastic material. All cracks must be cleaned of debris, dried and heated to ensure optimal bonding of the sealant material to the existing pavement and crack edges. All cracks shall be flush filled with pre-blended mastic with minimal overband in the same workday as directed by the Resident or authorized representative.

Cracks of less than 1-inch in width shall be shaped as directed by using a crack router or crack saw to a minimum 1-inch width and depth. The router or saw shall be guided so that the crack lies entirely within the routed channel. All material routed or sawn from the cracks shall immediately be removed from the crack and surrounding paved area by use of compressed air, sweeping, or combination of both.

Cracks greater than 1-inch in width shall be thoroughly cleaned by use of compressed air and dried by use of a hot air lance. Any loose or broken materials will be removed from the repair area before placing mastic materials. If it is determined that additional pavement removal or preparation is needed by means of milling, sawing, or cutting of existing pavement the work will be paid under an appropriate pay item. All materials routed, sawn, cut, or otherwise removed from the areas to be repaired shall immediately be removed from the crack and surrounding paved area by use of compressed air sweeping, or combination of both.

Cracks 1-inch in width to 3-inches in width shall be filled with mastic pre-blended with fine lightweight aggregate.

Cracks 3-inches in width to 6-inches in width shall be filled with mastic pre-blended with standard weight aggregates.

Cracks 6-inches and wider, repairs that are more structural in nature (such as potholes, depressions, and repairs around utility adjustments), repairs that extend below the surface layer, repairs requiring additional pavement removal, and replacement of cold patch repairs; shall be treated as specified under Contract Item 424.37 Crack Repair.

All mastic materials shall be heated to between 380°F and 410°F and thoroughly agitated prior to application. A non-contact infrared thermometer shall be used periodically to monitor the temperature of the material as it exits the kettle. Material may not be used if it is heated beyond the safe heating temperature of 410°F, exceeds the recommended pot life, or is reheated more than one time.

The mastics may be applied to large repair areas when the material has been heated to the lower end of the temperature range to minimize material flow and cooling time.

Mastics shall be applied to the repair areas directly from the melting kettle chute, wand or other conveyance method filled from the kettle. If bucketed, material cooling during transfer must be minimized.

The repair area shall be filled flush to the pavement surface. The material shall be poured into the repair area and worked using boxed or v-shaped squeegees, tools, lutes, or heated irons. Care should be taken not to overwork the material and cause unequal dispersion of the aggregate within the repair. The material may be applied in multiple lifts to accommodate material shrinkage or flow during cooling.

After the material has been applied to the repair, indirect heating by torch or hot air lance can be used to heat the edges and ensure a watertight seal. Do not burn, scorch, or ignite the mastic or adjoining pavement when heating.

Traffic Control:

Do not allow traffic on the repaired areas for 1/2 hour or until the material has cooled enough to support traffic and tracking is minimal.

All traffic control devices (including signs, cones, and flaggers), placements, and maintenance of devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). All payment for traffic control for these activities shall be considered incidental to the respective unit pay item with the exception of Uniformed Officers with Vehicle for which the Department of Public Works shall be considered responsible. Uniformed Officers with Vehicle shall be provided to the Contractor on high-volume or high-speed roadways as necessary by the Director of Public Works according to the Ordinances of the City of Sanford. Uniformed Officers with Vehicle shall not be considered an adequate replacement for Flaggers according to the provisions of these specifications.

Quality of Work: Excess mastic shall be removed from the pavement by approved methods and discarded. Any work determined to be below normal acceptable standards will not be accepted and will be corrected and/or replaced as directed by the Resident or authorized representative.

Basis of Payment: The accepted quantity of Crack Repair with Hot Pour Mastic will be paid for at the contract unit price per pound. This price will be full compensation for furnishing the appropriate material type for the repair being done, heating, placing and finishing the mastic materials, as well as cleaning and preparing the areas for installation of the mastic, including the use of compressed air, hot air lance, and any sweeping required to remove contaminants from and dry the areas to be treated. Areas identified as requiring pavement removal by means of cutting, sawing, grinding, or routing will be paid under an appropriate contract item.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.38 Crack Repair, Hot Pour Mastic	Pound
424.42 Crack Routing	Linear Foot

BID PROPOSAL FORM

To: City of Sanford  
C/o Matthew E. Hill  
Public Works Director  
156 School Street  
Sanford, Maine 04073

In response to the Invitation to Bid, Instructions to Bidders, and Specifications for CRACK SEAL Sections of Sanford/Springvale, as dated February 22, 2019, the undersigned proposes and agrees as follows:

1. To provide services, according to the above noted instructions and specifications as designated by Matthew E. Hill, Director of Public Works or his/her designee as follows:

Amount is to be indicated in both words and in figures. In case of discrepancy, the amount shown in words will govern.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

In compliance with the above notice to bidders the undersigned declares that:

- A. The only person or persons interested in the bids set forth herein as principal or principals is or are named herein and no other person who is not mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or persons, company or a party making a bid or proposal and it is in all respects fair and in good faith, without collusion or fraud.
- B. The undersigned has examined all of the contract documents regarding this bid, and has informed him/her self of all the terms and conditions included and set down in said contract documents He has examined the Specifications, the Purchase and Sales Agreement or Service Agreement, has read all special provisions furnished prior to the opening of bids, and has satisfied him/her self relative to the work to be performed.

C. All names and addresses of all persons interested in this bid as principals are as follows:

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D. We have been in business under the present name of \_\_\_\_\_ years, during which time we have never failed to complete any work or defaulted on any contract award.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of Entity)

\_\_\_\_\_  
(Address of Entity)

\_\_\_\_\_  
(Title, Person Signing Bid)

## EXCEPTIONS TO SPECIFICATIONS

Any exception, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exception to any portion of the specifications as designated by Matthew E. Hill means that the providing of PAVING must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

Exception  
Number

Details

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY: \_\_\_\_\_  
(Signature)

CRACK SEALING

BID PAGE

Item No.	Item Name	Unit	Unit Bid Price
424.22	Asphalt Rubber Crack Sealer Type 2, Applied	Pound	\$ _____
424.3718	Crack Repair – 18” Wide	Linear Foot	\$ _____
424.3736	Crack Repair – 36” Wide	Linear Foot	\$ _____
424.38	Crack Repair, Hot Pour Mastic	Pound	\$ _____
424.42	Crack Routing	Linear Foot	\$ _____

Contractor Name	
Contractor Address	
Contractor City, State, Zip	
Signature of Owner, Officer, or Authorized Representative	

Traffic control shall conform the standards of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be considered incidental to the contract unit items respectively.

The Contract will be awarded by the City of Sanford to the Bidder(s) with the lowest Responsive Bids by item presented on the Bid Form, based on the City’s best interests and the City of Sanford’s Municipal Policies.

One or more bidder may be awarded based upon the bid prices, proposed schedule, and the nature of the work. The City of Sanford reserves the right to utilize bidders in any combination to complete the work at hand in an efficient and timely manner. The City of Sanford also reserves the right to accept or reject any or all Bids if determined by the City to be in its best interests.

Contractors are required to carry \$1M general liability insurance, automotive insurance, and worker’s compensation coverage unless approved through the State pre-determination process. The Contractor will not be covered under the insurance of the City of Sanford.

SERVICES AGREEMENT

THIS AGREEMENT IS MADE THIS \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Sanford, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "OWNER") and \_\_\_\_\_ with its main office located in \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

SCOPE OF WORK

1. The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the specifications entitled: \_\_\_\_\_. Bid Specifications issued under date of \_\_\_\_\_ by Matthew E. Hill, Public Works Director and in accordance with the Contractor's Proposal dated \_\_\_\_\_ which specifications and proposal are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (General, Supplementary and other Conditions, if any), the Specifications, the Drawings and the Proposal in return for payment as provided herein.

2. A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in their analysis, reports, and other services. Deficiencies are defined as willful or negligent acts that distort or falsify the state of the art of resource recovery technologies and/or the products and services developed and provided hereunder, willful or negligent non-assignment of personnel, or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither Owner's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR'S willfully negligent performance of any of the services furnished under this Agreement.

### COMPLETION DATE

3. The work to be performed under this Agreement shall be commenced by as agreed to by the Contractor and the Public Works Director and substantially completed at a date to be determined by the Public Works Director. Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

### CONTRACT PRICE

4. The OWNER shall pay the CONTRACTOR for the performance of the Agreement the sum of (please see the attached page for pricing) or less as appropriate.

### GUARANTEE

5. A. To the extent construction or materials are provided, 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 OWNER'S written acceptance of this project, and agrees to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such work, the work shall be stamped by a professional engineer licensed in the State of Maine.

### PERMITS AND LICENSES

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

### OWNER'S RIGHT TO TERMINATE CONTRACT

7. Without prejudice to any other right to remedy, the OWNER 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 a 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 statues, 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 OWNER 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 architectural, 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 OWNER. Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER 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 OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

## INSURANCE

8. 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 OWNER the following insurance coverage:

A. **Public Liability Insurance** in the amount of not less than One Million Dollars (\$1,000,000.00) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. section 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 OWNER 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 One Million Dollars (\$1,000,000.00) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. section 8101 et. m.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER 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. (For professional services contracts) Professional Liability Insurance in the amount of One Million Dollars (\$ 1,000,000.00 ) for this project alone to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement and the OWNER from claims and damages that may arise from the errors, omissions or negligence of the CONTRACTOR or its subcontractors, if any, in the performance of work under this Agreement. The deductible for such insurance shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) without the OWNER'S prior written consent (for architects' or engineers' professional services contracts). The provisions of this Article shall not be construed as providing a shorter limitation for claims against design professionals than that established by 14 M.R.S.A. Section 752-A as it may be amended from time to time.

E. All such insurance policies shall name the OWNER and its officers, agents, and employees as additional insured, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against OWNER. 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 OWNER certificates satisfactory to the OWNER evidencing such insurance coverage, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER. Should any of the above described policies be cancelled before the expiration date thereof, notice delivered in accordance with the policy provision. Replacement certificates shall be delivered to the OWNER 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 coverage required under this subparagraph and such insurance policies have been approved by the OWNER, 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 OWNER. 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.

#### INDEMNIFICATION

9. The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents and employees against any and all liabilities, cause 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 performance of work under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

## LIENS

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the OWNER 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 OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

## ASSIGNMENT

11. 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 moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

## SUBCONTRACTS

12. The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER 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.

## USE OF PREMISES

13. The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

## CLEANING UP

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the costs to the CONTRACTOR.

## FINAL PAYMENT

16. Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the work has been completed, the Contract fully performed, and, if applicable, a final Certificate for Payment has been issued by the Architect.

## OWNERSHIP OF DOCUMENTS

17. All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of work under this Agreement or sooner upon Owner's request. The CONTRACTOR shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONTRACTOR by the OWNER. The OWNER agrees that it will not use the construction plans and specifications developed under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

## DISCLAIMER

18. The CONTRACTOR has inspected the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement.

## FORCE MAJEURE

19. 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 delay from such cause.

NON-WAIVER

20. 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.

NOTICES

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

TO OWNER:

Public Works Director  
City of Sanford  
156 School Street  
Sanford, Maine 04073

TO CONTRACTOR:

REMEDIES

22. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

COMPLIANCE WITH APPLICABLE LAWS

23. 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.

RELEASE OF INFORMATION

24. During the performance of the work, any material prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

EXTENT OF AGREEMENT

25. This Agreement (and the sheets attached hereto and hereby incorporated into this Agreement) represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.

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

OWNER

Witness: \_\_\_\_\_

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

Director of Public Works

City Engineer

CONTRACTOR

Witness: \_\_\_\_\_

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

Title: \_\_\_\_\_