

DOCUMENTS AND SPECIFICATIONS

FOR

**HOWARD STREET CROSS-COUNTRY
SEWER MAIN REPLACEMENT**



Greater Augusta
Utility District

Water | Wastewater | Stormwater

AUGUSTA, MAINE

MAY 2021

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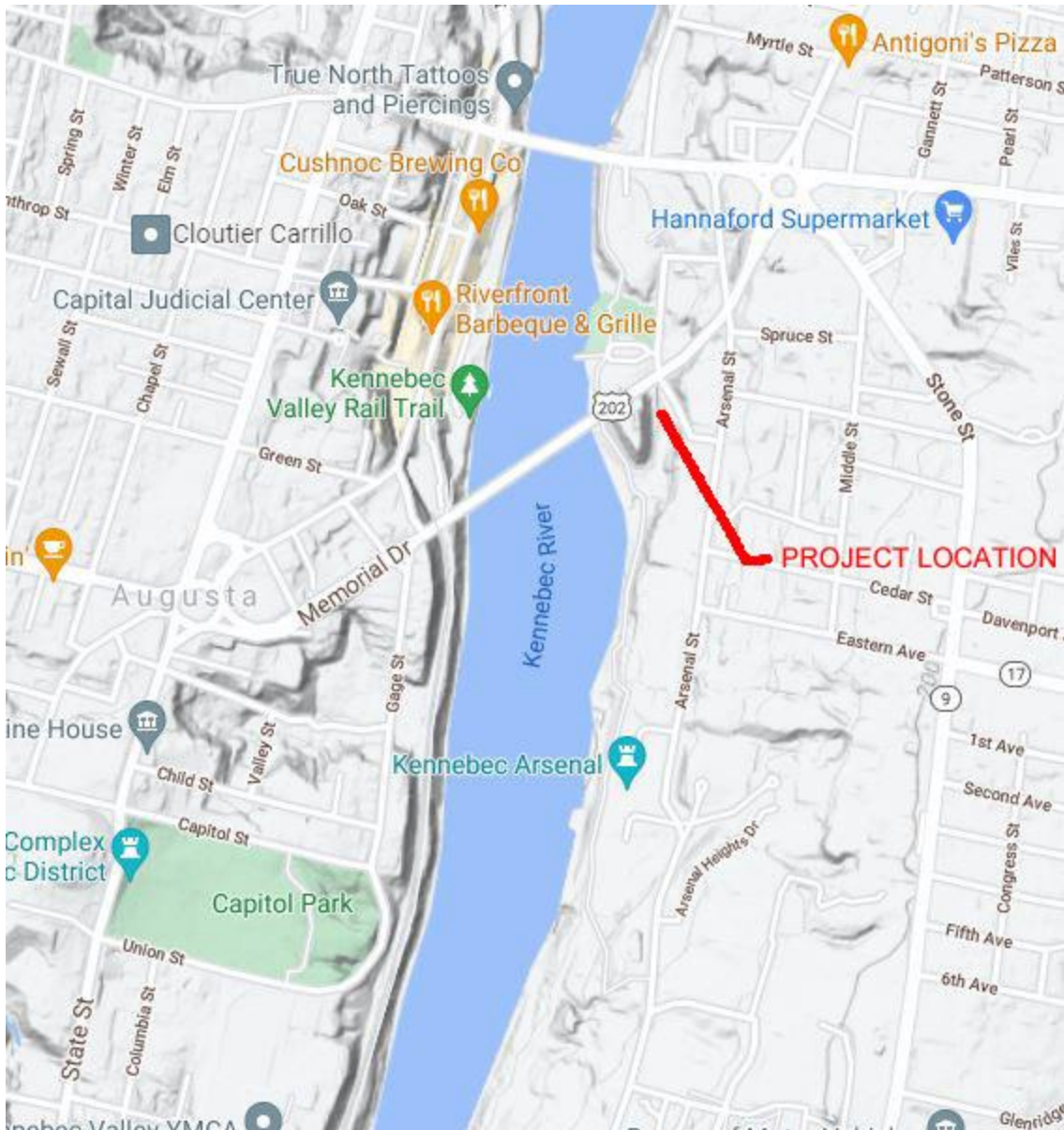
District Standard Specifications

Greater Augusta Utility District - Construction Specifications & Procedures for Work Associated with Sewer

Located at: http://www.greteraugustautilitydistrict.org/docs/GAUD_Specifications_April_2017-2.pdf

Drawings

Sheet 1 – Howard Street Cross-Country Sewer Main Replacement



Project Description:

The Greater Augusta Utility District (District) will be undergoing a construction project within an easement area off Howard Street in Augusta. Howard Street is located off Williams Street and connects to Sturgis Lane near Arsenal Street. Utility work will include sewer main replacement in an area behind houses along Howard Street, along with structures and service connections to the properties. An easement with the City of Augusta has been finalized. A temporary construction easement is being negotiated across private property for one service connection. The work area abuts a small wetlands area and all appropriate erosion control measures must be implemented to protect this area.

Bid Form

Project Identification: Howard Street Cross-Country Sewer Main Replacement
Bid Submission Location: Greater Augusta Utility District
12 Williams Street
Augusta, Maine 04330

ARTICLE 1—OWNER AND BIDDER

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

ARTICLE 2—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 2.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 2.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 3—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 3.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from

visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

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

3.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

ARTICLE 4—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1A	6" PVC	LF	150	\$	\$
1B	8" PVC	LF	185	\$	\$
2	5' Dia. MH	VLF	20	\$	\$
3	Debris Removal & Disposal	LS	1	\$	\$
4	Mob/Demob/Incidentals	LS	1	\$	\$
5	Erosion Control Measures	LS	1	\$	\$
TOTAL OF BID ITEM NUMBERS 1 - 5					\$

Total in Words: _____

A. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Basis of Award: The Owner's Basis of Award will be the total sum of the base bid items, for the lowest qualified bidder. The Owner reserves the right to reject unbalanced bids.

ARTICLE 5—ATTACHMENTS TO THIS BID

5.01 The following documents are submitted with and made a condition of this Bid: Not Used.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment within 90 days of notice to proceed.

6.02 Bidder agrees that the Work will be completed and ready for final payment by October 15, 2021.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (“Agreement”) made this _____ day of _____, 2021 between the Greater Augusta Utility District (“Owner”) and _____ (“Contractor”). The Owner and Contractor agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS and SCOPE OF WORK

The Contractor shall provide all goods and services necessary to complete the construction described in the Contract Documents for the Project (the “Work”). The Contract Documents consist of this Agreement, any Change Orders executed by the Owner and Contractor and any documents identified herein as a Contract Document.

The Work includes the following:

Supply and install approximately 335 feet of sewer mains and services, structures and appurtenances. Including clearing, grubbing, slope protection, erosion & sedimentation control, debris removal and disposal, excavation & backfill, pipe bedding material, suitable backfill, road / driveway gravel, shoring, dewatering, loaming and seeding and site restoration per the District’s standards. See attached unit bid.

ARTICLE 2: TIME

The Contractor shall commence the Work upon execution of this Agreement and shall substantially complete the Work no later than 60 days from the date of commencement, subject to adjustment as provided herein. Time limits stated in the Contract Documents are of the essence of the Agreement. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control, the Contract Time shall be subject to equitable adjustment. Final completion of the work shall be no later than October 15, 2021.

ARTICLE 3: COMPENSATION

Contractor shall be paid for the units of work installed per bid schedule, estimated at _____ (\$x.00) Dollars (the “Contract Sum”) for completion of the Work, subject to adjustment as provided herein. The Contract Sum includes all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4: PAYMENTS

The Owner shall pay the Contractor based on completed units of work installed, invoiced monthly. The Contractor warrants that title to all Work will pass to the Owner no later than the time of payment. The Contractor further warrants that all Work for which payment has been previously issued and payments received

from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

ARTICLE 5: INSURANCE

The Contractor shall provide Contractor's general liability and other insurance as follows:

Type of Insurance	Limits of Coverage
Commercial General Liability	One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,000) Dollars in the aggregate.
Automobile Liability	One Million (\$1,000,000) Dollars
Workers Compensation	Statutory coverage.
Employers' Liability	\$500,000 each occurrence

Contractor shall have Owner added as a Certificate Holder and as an Additional Insured on the liability policies identified above. Contractor shall provide Owner with a Certificate of Insurance evidencing the policies and limits above prior to commencement of the Work.

ARTICLE 6: GENERAL PROVISIONS

6.1 The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

6.2 The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

6.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

6.4 The Owner may direct the Contractor to stop any work that is not performed in accordance with the terms of this Agreement or in a workmanlike manner until Contractor has corrected any and all deficiencies.

6.5 If Contractor fails to perform the Work in a workmanlike manner or in accordance with the terms of the Contract Documents and, after notice of such default from Owner, fails to commence and continue a cure for its default, Owner may, without prejudice to any other remedies available to it under the law, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

6.6 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project. The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 7: CONTRACTOR'S RESPONSIBILITIES

7.1 Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

7.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

7.3 The Contractor shall furnish in writing to the Owner the names of any subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

7.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

7.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7.6 The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

7.7 The Owner will assume responsibility for local permitting and associated fees. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

7.8 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

7.9 The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

ARTICLE 8: WARRANTY

The Contractor warrants to the Owner that: (1) materials and equipment furnished will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

ARTICLE 9: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 10: CHANGES IN THE WORK

10.1 The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11: COMPLETION

11.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

11.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

11.3 When the Owner finds the Work acceptable and the Agreement fully performed, the Owner will promptly issue final payment.

11.4 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Agreement.

11.5 Acceptance of final payment by the Contractor shall constitute a waiver of claims except those previously made in writing and identified by Contractor as unresolved at the time of final payment.

ARTICLE 12: SAFETY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 13: CORRECTION OF WORK

The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing. In addition to the Contractor's other obligations including warranties under the Agreement, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with the terms of this Agreement.

ARTICLE 14: MISCELLANEOUS PROVISIONS

14.1 Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other.

14.2 The Agreement shall be governed by the law of the State of Maine.

14.3 If the Owner fails to make payment as provided herein for a period of 30 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed and the reasonable costs incurred by reason of such termination.

14.4 The Owner may terminate the Agreement if the Contractor:

- .1** refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3** disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
or
- .4** is otherwise in material breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate the Agreement and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

When the Owner terminates the Agreement for one of the reasons stated herein, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Agreement.

14.5 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and any reasonable costs incurred by reason of such termination, provided however, in no event shall "costs" be considered lost profits on work not performed as a result of the termination for convenience.

ARTICLE 15: CLAIMS AND DISPUTES

15.1 Claims, disputes and other matters in question arising out of or relating to this Agreement shall be initially referred to mediation which shall be conducted as the parties mutually agree. If the parties are unable to agree, it shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures.

15.2 Any claim not resolved by mediation shall be finally resolved by arbitration which shall be conducted as the parties mutually agree. If the parties are unable to agree, it shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules. Demand for arbitration shall be made in writing, delivered to the other party to the Agreement and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

15.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

15.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

This Agreement entered into as of the day and year first written above.

OWNER

CONTRACTOR

GREATER AUGUSTA UTILITY DISTRICT

By: _____

By: _____

Its: General Manager

Its: _____

MEASUREMENT AND PAYMENT

ITEM	DESCRIPTION
1	PVC Gravity Sewer
2	Manholes
3	Debris Removal & Disposal
4	Mobilization and Demobilization
5	Erosion Control Measures

ITEM NO. 1: PVC GRAVITY SEWER

This item includes all labor, materials and equipment required to furnish and install the gravity sanitary piping as shown on the plans and described in the contract documents. The length of gravity pipe to be paid for under this item shall be the length measured in linear feet, to the nearest whole foot, along the slope of pipe for each applicable section of gravity sewer between manhole center lines with no deduction for manholes, wyes, tees, chimneys. Sanitary sewer services paid for under this item shall be the length measured in linear feet, to the nearest whole foot, along the slope of the pipe for each lateral service installed from the sewer main to the point of connection with the existing service pipe and shall include the 8"x6" wye connection to the main. Locating the existing service is incidental to laying the service.

The unit price per linear foot of pipe bid for respective item shall include pavement cutting, removal and disposal of pavement, trench excavation, trench shoring, dewatering, the handling and installing of the pipe, fittings, couplings, pipe bedding, non-woven geotextile fabric, cover material, including special cover materials for storm drain, joint material, concrete thrust blocks, traffic control, road base, abandoned pipe removed and replaced with suitable fill, and all other accessories together with backfilling and compacting the trench, testing for leakage, together with all materials, labor, tools, equipment, and incidentals necessary to complete the work under each item.

The District will conduct post construction CCTV inspection of all sanitary sewer piping installed as part of this item. Prior to the inspection, base gravel shall be placed and sanitary structures shall be adjusted to final grade. It shall be the responsibility of the Contractor to bear the cost of any additional inspections needed, including, but not limited to, re-inspection of corrected deficiencies noted in the initial inspection by the District.

Payment shall be at the unit price in the bid schedule. Partial payment shall be according to the following schedule:

Installation, Backfill & Surface Restoration	90% Bid Price
Testing and/or CCTV Inspection	10% Bid Price

ITEM NO. 2: MANHOLES

This item includes all labor, materials and equipment required to furnish and install manhole structures as shown on the plans and described in the contract documents. Payment for manholes shall include all excavation and backfill, pavement cutting, bedding, non-woven geotextile fabric, polyethylene wrap, boots, testing, stainless steel clamps, manhole rungs, concrete used for inverts, placement or finishing of inverts, inside drop bowls, inside drop pipe/fittings, stainless steel pipe brackets, backfill, trench shoring, trench maintenance, erosion control, restoration, insulation, all necessary drainage or dewatering, traffic control, frames, grates and covers, abandoned structure removal and replacement with suitable

fill, and other equipment necessary for a complete unit shall be made at the applicable contract unit price bid for the diameter of structure listed in the Proposal. Depth will be measured from the top of the frame to the lowest invert for manholes. This item also includes all work necessary for the removal and disposal of all old manhole. The District reserves the right to retain old frames/covers/grates.

Sanitary sewer structures shall be set to finish grade or to elevation as noted on the plans. Contractor to provide frame and cover.

Payment shall be at the unit price in the bid schedule based on the measurements as noted above.

ITEM NO. 3. DEBRIS REMOVAL & DISPOSAL

This item includes all labor, materials and equipment required to remove all debris that is necessary to perform the work found within the work area and to dispose of such debris in accordance with applicable laws and regulations. The work shall include the removal of debris that is currently visible and which may be encountered during excavation that is not currently visible.

Measurement shall be per lump sum.

Payment shall be at the lump sum price in the bid schedule.

ITEM NO. 4: MOBILIZATION / DEMOBILIZATION

This item shall govern the mobilization of personnel, equipment, and supplies at the project site in preparation for beginning work on other contract items that will be performed by the Contractor. Mobilization shall include, but is not limited to, the movement of equipment, personnel, material, supplies, etc. to the project site, application fees, permit fees for all necessary permits and the establishment of the Contractor's office and other facilities prior to beginning the work. The cost of required insurance and bonds shall be included in this item.

Measurement shall be per lump sum but cost shall not exceed 5 percent of the bid, excluding this item.

Payment shall be compensation for all work including the furnishing of all materials, equipment, tools, labor, and incidentals necessary to complete the work.

ITEM NO. 5: EROSION CONTROL MEASURES

This item includes all labor, equipment, materials, tools and supervision necessary to install erosion control measures as shown and described in the Contract Documents and as shown on the plans to protect the adjacent wetlands area and protection of the slopes along the work area. This shall also include the maintenance, removal and disposal of these erosion control measures upon the disturbed areas having been permanently reestablished. Such measures shall include but are not limited to silt fence, erosion control blankets, hay bales, geotextile fabrics, riprap, and seeding and mulching.

Measurement for erosion control shall be based on the lump sum price as shown on the bid proposal.

Payment shall be allowed for 50% of the lump sum bid price upon the installation of all necessary erosion control measures. The remaining 50% of the lump sum bid price shall be paid at job completion upon the establishment of permanent erosion control measures.