Greater Augusta Utility District

ADJUSTING SEWER MANHOLES FOR PAVING PROJECTS

This Adjusting Sewer Manholes For Paving Contract ("Contract") made this _____ day of __________, 2015 between the Greater Augusta Utility District ("District") and _________________ ("Contractor"). The District and Contractor agree as follows:

1. DESCRIPTION:

The Contractor shall provide all goods and services necessary to complete the construction described in the Contract Documents for the Project (the "Work"). The Work consists of adjusting sanitary sewer manhole structure frames & covers (hereinafter referred to F & C) to accommodate Maine Department of Transportation (MEDOT) paving projects within the confines of Augusta, Maine, more specifically detailed as Hospital Street and Stone Street, from the east side rotary to 300’ north of Glenridge Drive; and Western Avenue, from the west side rotary to Edison Drive. There are 17 sewer manhole structures to be adjusted on Hospital & Stone Streets and 40 sewer manhole structures to be adjusted on Western Avenue.

All manhole structure F & C must be lowered prior to the milling of the pavement surface by the MEDOT contractor. This work will generally include the cutting and removal of pavement; excavation around existing manhole structure to a minimum of 12” below the top section; removal of existing frame and cover and all brick or supporting structure down to the top section; removal of all mortar on the top section to create a clean flat surface; removal of any debris that happens to fall into the bottom of the manhole structure; the installation of a steel plate over the structure opening; backfill and compaction of gravel in the excavation to within 4” of existing roadway surface; installation and compaction of a minimum 4” of pavement within excavation to match the existing roadway grade and slope.

All manhole structure F & C must be adjusted to finish pavement grade after the final shim course of pavement and prior to the surface pavement course being applied by the MEDOT contractor. This work will generally include the cutting and removal of pavement; excavation around existing manhole structure to a minimum of 12” below the top section; removal of steel plate covering the opening; cleaning of structure surface; installation of precast concrete grade ring of appropriate thickness under frame and cover; application of mortar to set grade ring on top of structure and frame on top of grade ring; installation of F & C set to grade; providing of new F & C to replace worn F & C deemed not suitable for use; cutting of any frame corners overhanging structure; parging coating of frame and grade rings to top of manhole structure; backfill and compaction of gravel in the excavation to within 6” of the existing shim course pavement grade; removal of any debris that happens to fall into the bottom of the manhole structure; installation and compaction of a minimum of 6” of pavement within excavated area to match existing roadway grade and slope.

2. MATERIALS:

Steel Plates - Steel plates shall be a minimum of 5/8” thick x 36” wide and 36’ long and be rated to support an H-20 loading. Plates shall be flat as to create a tight bond with the surface of the manhole structure to prevent any soils from entering structure.

Precast Concrete Grade Rings – Grade Rings shall be precast reinforced concrete with a minimum 4,000 psi after 28 days.
Brick – shall be Grade H (hard) brick conforming to the Federal Specifications for Building Brick (common) Designations SS-B-656 and amendments thereto, new and of first quality, solid, sound, hard burned through out of uniform color, and equal in quality to samples which shall have been approved by the District.

Mortar – Mortar, except as otherwise specified, shall consist of one part Portland Cement Type II, and one part Mortar Cement, and four parts Mortar Sand. Sand shall be approved by the District.

Frame and Cover - Manhole frames and covers shall be East Jordan or approved equal. Covers shall be solid and clearly marked as “Sewer”. Frames shall be provided to accept a 24” diameter cover and shall be a height of 5”.

Frame and cover shall be rated for an H-20 loading.

Pavement Replacement – Pavement replacement shall meet the MEDOT specifications for Hot Mix Asphalt 12.5 mm Base and shall be placed in lifts of a compacted thickness of no greater than 2”. All butt joints shall be swept clean and tack-coated prior to installation of hot mix asphalt. Tack coat only needs to be applied when installing hot mix asphalt after raising F & C prior to final surface paving by the MEDOT contractor.

3. CONSTRUCTION:
The Contractor shall coordinate all of its Work with the MEDOT paving contractor. F & C adjustments may be required to be performed at night.

Contractor is responsible for all traffic control associated with the adjustment of the sewer manhole structure F & C, including but not limited to, signage; flagging, if necessary; cones; barricades; special reflective equipment for nighttime work; traffic officers, if necessary; and any other traffic control devices required per the MUTCD and/or the authority having jurisdiction.

Contractor shall cut existing pavement around each manhole F & C to be adjusted by a means that will create a smooth, flat vertical surface. Pavement openings per each adjustment shall be no greater than 6 feet wide by 6 feet long.

Contractor shall remove all existing pavement around each structure adjustment down to the existing gravel surface. Pavement shall be disposed of properly.

Contractor to excavate around structure to an adequate width and depth to facilitate the removal of the existing F & C down to the top of the manhole structure and place a steel plate over the manhole opening so that the opening is completely covered and the plate is lying flat on the surface.

Contractor to remove all debris that may fall into manhole structure during the removal of the existing F & C. Debris must be removed prior to installing steel plate and backfilling.

Contractor shall backfill the entire opening with the gravel that was removed to a depth of 4” below the existing roadway surface. Gravel shall be smooth and thoroughly compacted as to not settle with traffic loading. Additional gravel may be required to fill the space where the existing F & C and existing pavement were removed. This gravel is incidental to the adjustment.

Contractor shall install 4” of 12.5mm base hot mix asphalt in each structure adjustment opening prior to the milling taking place by the MEDOT contractor. Pavement replacement must occur immediately following the structure lowering to accommodate traffic. Pavement shall be installed to match existing roadway surfaces in all directions and shall be thoroughly compacted so no settlement occurs. Pavement shall be placed in two 2” lifts.

The Contractor shall store each F & C removed for milling in one location and shall take precautions to not damage such F & C for its reuse on the project. The existing F & C, when removed, shall be matched and kept as a pair to be reinstalled together. If a F & C has been identified as being not suitable for re-installation, it will be the responsibility of the Contractor to remove it from the stored F & C and to properly dispose of it.
The Contractor shall replace each F & C that has been deemed unfit for re-installation with a new F & C per the District specifications and as outlined in this contract. The District’s field inspector will make the final determination as to each F & C reuse.

Contractor shall use Precast Concrete Grade Rings for all F & C adjustments. Grade rings shall be sized per structure adjustment so that one grade ring is used per adjustment to limit the number of joints. Lifting ears of grade rings shall be set smooth with the surface of the ring and not left to protrude. Grade ring shall be set concentric with the manhole opening. Provide adequate temporary covers to prevent accidental entry until final placement of F & C is made.

Bricks meeting the enclosed specification may be used in no more than one layer thick under the F & C or as shims to set the proper slope for the F & C. Wood shims will not be allowed.

The Contractor shall set each F & C to match the slope of the roadway in all directions and shall set the top of the frame rim at a grade that is ½" below the final pavement grade as established by MEDOT or its contractor. F & C shall be set concentric to the manhole opening. Used F & C shall be free of all old mortar, debris and scale prior to re-installation.

Contractor shall mortar all joints between the top of the manhole structure and the grade ring and between the grade ring and the new or existing F & C. All mortar joints shall be a minimum of 3/8" thick and a maximum of ½" thick and shall be continuous throughout the surface area of the joint.

Contractor shall trim the bottom flange of any F & C that would overhang beyond the outside vertical plane of the manhole structure. Trimming shall be accomplished by mechanical means and not by breaking bottom flange by striking with any object.

Contractor shall parge over the entire outside surface area of the components used in the adjustment of the F & C from 2" above the bottom flange of the F & C to the top of the manhole structure. The parge shall be a minimum of 3/8" thick and shall create a smooth surface along the entire outside of the adjustment components to prevent infiltration and the possibility of frost grabbing hold of the structure.

Contractor shall parge the grade ring or brick surface area inside the manhole opening to create a smooth surface with no protrusions into the opening.

All masonry work shall be protected from drying too rapidly by using burlaps which are kept moist, or by other approved means.

Contractor to remove all debris that may fall into manhole structure during the adjustment of the F & C. Debris shall be removed prior to installing pavement replacement.

Contractor shall backfill excavation as soon as all mortar has cured properly. Existing gravel may be used up to 9" below existing pavement grade then 3" of Type A gravel shall be placed as a base for the hot mix asphalt. Type A gravel shall be graded smooth matching the slope of the roadway surface in all directions and graded to allow for 6" of pavement. All gravel and backfill material shall be thoroughly compacted so no settlement occurs.

Contractor shall install 6" of 12.5mm base hot mix asphalt in each structure adjustment opening prior to the surface paving taking place by the MEDOT contractor. Pavement replacement must occur immediately following the structure adjustment to accommodate traffic. Pavement shall be installed to match existing roadway surfaces in all directions and shall be thoroughly compacted so no settlement occurs. Pavement shall be placed in three 2" lifts.

The exterior of the rim of the F & C left exposed prior to the MEDOT contractor installing the final surface pavement shall be spray painted white to make it visible to the traveling public.
4. **TIME**

   Time for Completion: The Contractor shall commence the Work upon execution of this Contract and shall coordinate its Work with the MEDOT and its Paving Contractor. Contractor shall be allowed a total of 28 working days to complete all Work to lower the structures on the two MEDOT projects and another 57 working days to complete all Work to raise the structures to grade. All lowering of structure F & C must be completed prior to the milling of the roadway surface. All raising and adjusting of structure F & C must be completed after the final shim course of pavement has been applied and before the final surface course of pavement is installed.

   Hours of work: The City of Augusta’s ordinances limit work to the hours between 7:00 AM and 10:00 PM, Monday through Friday, not including holidays. All work to be done outside of the Hours of Work conditions of this Contract must be approved by the District in advance. The MEDOT may dictate nighttime work hours for either one or both of these projects and therefore the sewer manhole structure adjustments would need to be completed during these times.

5. **INSURANCE**

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

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limits of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability:</td>
<td>One Million ($1,000,000) Dollars each occurrence and Two Million ($2,000,000) Dollars in the aggregate.</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>One Million ($1,000,000) Dollars</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory coverage.</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td>$500,000 each occurrence</td>
</tr>
</tbody>
</table>

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

6. **WARRANTY**

   The Contractor warrants to the District that: (1) the Work will be free from defects not inherent in the quality required or permitted; and (2) the Work will conform to the requirements of the Contract Documents.

7. **INDEMNIFICATION**

   To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District, 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.

8. **BILLING and PAYMENTS**

   **Billing:** The Contractor shall invoice the District for all worked performed on the **1st of each month** for the work performed since the previously submitted monthly bill. The Invoice shall document the dates and locations of sewer manhole F & C adjusted during the billing period identified on the invoice. The District will supply the Contractor with a sewer manhole identification numbering system to be used for this billing. The Contractor’s bill will be compared to the verified data received from the District’s Inspector for that period. In the event of a discrepancy, the Contractor and the District will negotiate, in good faith, to resolve the issue.
Payments: Contractor shall be paid in accordance with Measurement & Payment section of this Contract. The District shall pay the Contractor within 30 days of the receipt of each verified monthly invoice.

Retainage: To ensure performance the District will retain and cumulate five percent (5%) from each monthly invoice. This retainage will be kept by the District for up to 30 days after the District receives the Notice of Final Completion from the Contractor or until any outstanding issues are resolved to the satisfaction of the District, whichever comes later.

9. GENERAL PROVISIONS

   9.1 This Contract represents the entire and integrated Contract between the parties and supersedes prior negotiations, representations or Contracts, either written or oral.
   9.2 This Contract may not be assigned or transferred. Contractor shall perform all work with his own forces. Use of sub-contractors shall not be allowed without the prior written permission of the District.
   9.3 The term “Work” means the services required by this Contract Document, 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.
   9.4 The District may direct the Contractor to stop any work that is not performed in accordance with the terms of this Contract or work performed in an un-workmanlike manner until Contractor has corrected any and all deficiencies.
   9.5 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 District, fails to commence and continue a cure for its default, District may, without prejudice to any other remedies available to it under the law, correct such deficiencies. In such case, the Contract compensation shall be adjusted to deduct the cost of correction from payments due the Contractor.

10. 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, the traveling public, 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.

11. 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. Any required corrections of Work shall be accomplished by the Contractor prior to the final surface layer of pavement being applied by the MEDOT Paving Contractor. If the Contractor fails to correct nonconforming Work within the time frame specified, the District may correct it in accordance with the terms of this Contract.

12. MEASUREMENT & PAYMENT:

   Item 1: Adjusting Sewer Manhole

   This item shall include furnishing all materials, equipment and labor necessary to remove and lower existing sanitary sewer manhole frames & covers (F & C) and installing steel plates over openings prior to milling the pavement surface and adjusting frames & covers (F & C) to the new grade elevations for the road paving project. This shall include but not necessarily be limited to cutting of existing pavement for excavation, traffic control, removal and disposal of existing pavement, excavation, removal of existing manhole F & C, installation of steel plate, temporary
pavement, installation of precast concrete grade ring and/or brick, installation of previously removed manhole F & C, mortar, and any other labor or materials required to complete the adjustment of the sewer manhole F & C to grade. Any existing sanitary sewer manhole F & C not suitable for re-installation as determined by the District’s inspector will be replaced with a new F & C. The new F & C is separate payment item.

Payment for this item will be for each existing sewer manhole F & C actually adjusted to grade at the unit price in the bid schedule. This will be measured for each sewer manhole frame & cover actually adjusted to grade. Partial payment shall be according to the following schedule:

- Lowering Structure Below Grade: 40% of Unit Bid Price
- Raising Structure to Finish Grade: 60% of Unit Bid Price

**Item 2: New Frame and Cover**

This item shall include the furnishing of new frames and covers for installation on sewer manholes where the old F & C has been deemed not suitable for re-installation by the District's inspector. Determination of reuse of existing F & C shall be accomplished during the time of removal prior to milling the pavement surface. The installation of the new F & C will be covered under the Adjusting Sewer Manhole pay item. Payment for this item will be for each new F & C actually purchased to replace an existing unusable F & C. This will be measured for each new F & C actually purchased and installed.

### Schedule of Prices

**Adjusting Sewer Manholes For Paving Projects**  
**Greater Augusta Utility District**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROX. QUANTITY</th>
<th>ITEM NAME</th>
<th>UNIT MEASUREMENT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>57</td>
<td>Adjust MH</td>
<td>Each</td>
<td>$______<strong>.</strong></td>
<td>$_____________.__</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>New F &amp; C</td>
<td>Each</td>
<td>$______<strong>.</strong></td>
<td>$_____________.__</td>
</tr>
</tbody>
</table>

**Total Bid Price:** $ _______________.____

**Total Bid Price:** ______________________________________________________________

(Words)
13. Dispute Resolution:

12.1 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.

12.2 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.

12.3 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).

12.4 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.

EXECUTION

DISTRICT

GREATER AUGUSTA UTILITY DISTRICT

By: ________________________________

Printed: ________________________________

Its: _____ General Manager ________________

Date: _____________________

CONTRACTOR

By: ________________________________

Printed: ________________________________

Its: ________________________________

Date: _____________________