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Basic Municipal Paving Specifications  
(updated May 2009 with asphalt escalator clause)

Prepared by  
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**Local Technical Assistance Program  
(LTAP)**

(This sample set of specifications should be reviewed by the Legal Counsel of the municipality before actual use. These specifications focus more on the technical aspects of specifying paving operations rather than the legal aspects. Sole responsibility for the performance and ultimate quality of the paving rests with the municipality. In addition, there are probable sections of this sample which need to be adjusted to fit local preferences.)

It is also important to realize that these specs were modified in 2001 to reflect significant changes in MaineDOT paving operations and the terminology used for hot bituminous pavement materials. The term "Superpave" has since been removed from the bid documents and should only be used in relation to the design process and not the product. Because the term "Superpave" can be misleading and imply a "super" product, when it can be very similar to the former products of "B" or "C" or "D" mix (designed under the Hveem method), this model reflects those changes. It is imperative to realize that the ONLY State-approved mixes are Superpave designs and that any current "D", "C", or "B" mixes are strictly private designs.

**INVITATION TO BID ON TOWN PAVING PROJECTS**

Offers shall be clearly labeled "Paving Bid" and submitted to:

Town of Haley  
Paving Bid  
Attn: Steve Smith  
P.O. Box 24  
Haley, Maine 04033  
**Bid Opening: Monday, April 1, 20XX**  
**11:00 A.M.**

**SECTION I**  
**TOWN OF HALEY**  
**ESTIMATED TONNAGES**  
**MIX TYPE**

<b><u>Location</u></b>	<b><u>Shim Mix</u></b> <b><u>(9.5 or 19 mm)</u></b>	<b><u>9.5mm</u></b> <b><u>(or D mix)</u></b>	<b><u>12.5mm Mix</u></b> <b><u>(or C mix)</u></b>	<b><u>19.0mm Mix</u></b> <b><u>(or B mix)</u></b>
<b>Broad Street</b>	<b>100</b>	<b>200</b>		
<b>Gauge Street</b>	<b>100</b>	<b>200</b>		<b>200</b>
<b>Portland Road</b>	<b>100</b>		<b>300</b>	<b>150</b>
<b>Exchange Street</b>	<b>100</b>	<b>200</b>		
<b>Sidewalks</b>		<b>50</b>		
<b>School Parking Lot</b>	<b>100</b>	<b>200</b>		
<b>Totals</b>	<b>500</b>	<b>850</b>	<b>300</b>	<b>350</b>

**SECTION II**

**A. Description of Course**

The work shall consist of constructing a Hot Mix Asphalt Pavement using designated mix types for the roadways, sidewalks and parking lots as proposed in SECTION 1. All work shall be constructed as outlined in this contract and as directed by the Municipal Representative.

**B. Project Location**

1. Broad Street: from intersection with Hyde road to George Stanley's Driveway. Drag shim areas as directed by Municipal Representative, then overlay with a 1" lift of MAINEDOT 9.5mm/D mix. Approximate Dimensions: 1250' long X 24'wide X 1" thick.
2. Gauge Street: from intersection with Route 201 to Broad Street. Drag shim areas as directed by Municipal Representative, then overlay with a 1" lift of MAINEDOT 9.5mm/D mix. Approximate Dimensions: 1450' long X 20'wide X 1" thick.
3. Portland Road: Mill the intersection with Route 201. Approximate milling dimensions: 500' long X 24'wide. Pave milled area with 2" lift of MAINEDOT 19.0mm/B mix. Drag shim areas as directed by Municipal Representative, then overlay from intersection to Bailey Road with a 2"

lift of MAINEDOT 12.5mm/C mix. Approximate Dimensions: 1000' long X 24' wide X 2" thick

4. Exchange Street: from intersection with Bailey Road to Portland Road. Drag shim areas as directed by Municipal Representative then overlay with a 1" lift of MAINEDOT 9.5mm/D mix. Approximate Dimensions: 1250' long X 24' wide X 1" thick.
5. School Street Sidewalk: overlay entire section of paved sidewalk with a 1" lift of MAINEDOT 9.5mm/D mix. Approximate Dimensions: 1000' long X 4' wide X 1" thick
6. Haley Junior High School Parking lot: Shim low areas as directed by Municipal Representative, then overlay entire Parking lot with a 1" lift of Maine DOT 9.5mm/D mix. Approximate Dimensions: 175' wide X 200' long X 1" thick

### **C. Equipment Requirements**

1. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08
2. All Pavers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.09
3. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10

### **D. Plant Requirements**

1. Batch and Drum Plants used to produce mix for this project shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.07
2. The automation of batching shall meet the requirements of the most recent edition of the MAINEDOT Standard Specifications, section 401.072
3. At automatic mixing plants, automatic tickets shall be printed which meet MAINEDOT Standard Specifications, section 401.073

### **E. Materials**

1. The Hot Mix Asphalt shall be composed of a mixture of aggregate and bituminous material. The aggregate fractions shall be sized, uniformly graded, and combined in accordance with the submitted designs.

The Contractor shall submit, for the Municipal Representative's approval, a current jobmix formula (JMF). For a Superpave design, a current MAINEDOT-approved Superpave JMF shall be submitted. If an alternate design similar to the former MAINEDOT designs for B,C, or D mixes is desired, the contractor shall submit a previously MAINEDOT-approved JMF's conforming to the MAINEDOT Standard Specifications, Revisions of April 1995. The JMF's shall be reviewed and approved by the Municipal Representative or an independent testing agency prior to submittal. All JMF's will be required to accompany the bid form.

The jobmix formula shall state the source, gradation, and percentage of each fraction of the aggregate and filler, if required. It shall state the name of the refiner and the supplier of the particular bituminous material to be used and the plant location.

## **F. Construction**

1. All driveway entrances shall be ground prior to placement and a butt joint will be utilized to match with existing pavement. Any driveway that is lower than the street shall have a berm installed so as to prevent surface water from entering the driveway unless otherwise specified by the Municipal Representative. For drives, sidewalks, island and other incidental handwork off the traveled way, commercial "D" mix may be used.
2. Butt joints shall be used at any intersecting of any existing pavement at the beginning and end of the project.
3. Contractor shall place reflective delineator posts, spaced a minimum of every 100' apart, in areas where shoulder drop is 2 inches or more from the pavement surface.
4. The construction of Hot Mix Asphalt shall be carried on only when the surface on which the material is to be placed is dry, and when the atmospheric temperature is above 45° F and rising, and all paving will be completed by October 15th.
5. All existing paved surfaces to be newly paved shall be thoroughly cleaned by the contractor and dry and shall be tack coated prior to placement at a rate of .02 – 0.05gal/sy. In addition, any manholes or catch basins will be adjusted at the direction of the Municipal Representative. All paving operations shall cease when the surface to repave is wet.
6. All roads will be ready for paving by \_\_\_\_\_ .
7. All traffic control will be provided by the \_\_\_\_\_ and all traffic control devices and setups shall conform to the latest edition of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD).
8. The cross-slope of the final paved surface shall be as close as possible to a uniform cross-section as noted in the bid documents except in superelevated areas. A desirable cross slope would be ¼" per foot of lane width (2%).
9. Surface tolerances shall be checked according to MAINEDOT Standard Specifications, sections 401.101.
10. All mixing, spreading, finishing, and compacting and constructing joints shall meet MAINEDOT Standard Specifications, sections 401.14, 401.15, 401.16, 401.17 respectively.

## G. Testing

All materials and every detail of work will be subject to inspection by the Municipal Representative who may require the Contractor's quality control person to be onsite to monitor material placement and compaction. The Municipal Representative shall be allowed access to all parts of the work. The Municipal Representative shall also have the right to inspect and test, at the Municipality's expense, by the following methods:

### a. Pavement Samples

1. Core samples for density testing will be taken in accordance with AASHTO procedures every 1000 tons to achieve a minimum 92.5% density.
2. Samples of the Hot Mix Asphalt will be taken in accordance with AASHTO procedures every 1000 tons to check for Asphalt Content, Gradation, and Theoretical Maximum Density.
3. All test results will be required to be within the allowable tolerances given in Section 400 of the most recent edition of the MAINEDOT Standard Specifications. Method D shall be used.
4. Upon demand from the Municipal Representative, the Contractor must supply a tenfoot straightedge. The surface, when tested, shall be in accordance with Section 401.20 of the most recent edition of the MAINEDOT Standard Specifications.

### b. Acceptance

1. If the Municipal Representative requests it, the Contractor shall remove portions of the finished work as may be directed. After examination, the Contractor shall restore the removed areas of the work to the standards of the specifications. Should the exposed work prove to be acceptable, in the judgment of the Municipal Representative, the removal and replacement of the sections will be paid for as extra work. Should the work exposed prove to be unacceptable in the judgment of the Municipal Representative, the removal and replacement of the material will be at the Contractor's expense.

**ANY WORK DONE WITHOUT SUPERVISION OR INSPECTION BY AN AUTHORIZED MUNICIPAL REPRESENTATIVE MAY BE ORDERED REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS THE MUNICIPAL REPRESENTATIVE FAILED TO INSPECT AFTER HAVING BEEN GIVEN REASONABLE NOTICE THAT WORK WAS TO BE PERFORMED.**

## H. Miscellaneous

- a. pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site/sites proposed for paving inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of preinspection of a site.

b. right to change or additional work

The municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

c. clean up

At the completion of paving, each site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

d. performance bond

The Contractor shall submit to the Municipality a Performance Bond in the amount of 100% of the Contract within ten (10) days after receipt of notice of acceptance of the Contractor's offer or part of the offer. These bonds shall be issued by a bonding company licensed to do business in the State of Maine. Failure to provide this bond is a material breach of contract and may, in the discretion of the Municipality, result in termination of the Contract.

e. insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may, in the discretion of the municipality, result in termination of the Contract. The Contractor shall furnish to the Municipality a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

f. warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

g. indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Municipality, and their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

h. acceptance period

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

i. notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

j. rejection of offers

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

k. pre-bid conference

At the discretion of the municipal representative a prebid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

l. payment

The Municipal Representative shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, butt joints, traffic control, and final cleanup.

m. Asphalt Escalator

The municipality will use the latest edition of MaineDOT Special Provision Section 108 to protect the municipality and the contractor against price fluctuations that may occur due to paving schedule delays, bad weather, other priorities, market pricing, etc.

## SECTION III

### BID FORMS

We herewith submit our bid in accordance with the requirements and specifications herein acknowledge as follows:

1. That the needs for products and services are the best estimates of communities at the time of this bid, but that these estimates may vary. We agree to supply the products and services required, whether more or less than these estimates, at the prices quoted herein.
2. We carry General Liability (including Products Liability) insurance, which is in force and shall remain in force during the term of this contract.
3. Our company is bondable and a Performance Bond will be provided if awarded any portion of this bid.
4. We agree to comply with the General Specification requirements relating to pricing and reporting requirements for products and services provided under this bid.
5. All prices quoted shall be firm for the term of this contract.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Printed Name and  
Title of Owner or  
Authorized Individual \_\_\_\_\_

Signature \_\_\_\_\_

### Hot Mix Asphalt Price Per Ton

	Shim Mix	9.5mm Mix/ D Mix	12.5mm Mix/ C Mix	19.0mm Mix/ B Mix
Price Per Ton				
Price Per Ton Handwork				
Price Per Ton Picked up at Plant				
Price Per Ton Parking Lots				
Price Per Linear Foot of Curbing				
		Cape Cod	Regular 6"	

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