TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, **including back up information**, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: August 8, 2016
Submitted by: Deputy Public Works Director / Town Engineer Dawn Tuomala
Department: Public Works
Speakers: Deputy Public Works Director / Town Engineer Dawn Tuomala

Date of Meeting: August 18, 2016

Time Required: 15 minutes
Background Info. Supplied: Yes: _☒_ No: _☐_

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	☐	Recognition/Resignation/ Retirement:	☐
Public Hearing:	☐	Old Business:	☐
New Business:	☒	Consent Agenda:	☐
Nonpublic:	☐	Other:	☐

TITLE OF ITEM

Lake Naticook Boat Ramp Cost Discussion

DESCRIPTION OF ITEM

Discussion regarding the costs associated with the Lake Naticook Boat Ramp located at Veteran's Memorial Park

REFERENCE (IF KNOWN)

RSA:		Warrant Article:	
Charter Article:		Town Meeting:	
Other:		N/A	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	☐	Grant Requirements:	☐
Easel:	☐	Joint Meeting:	☐
Special Seating:	☐	Other:	☐
Laptop:	☐	None:	☐

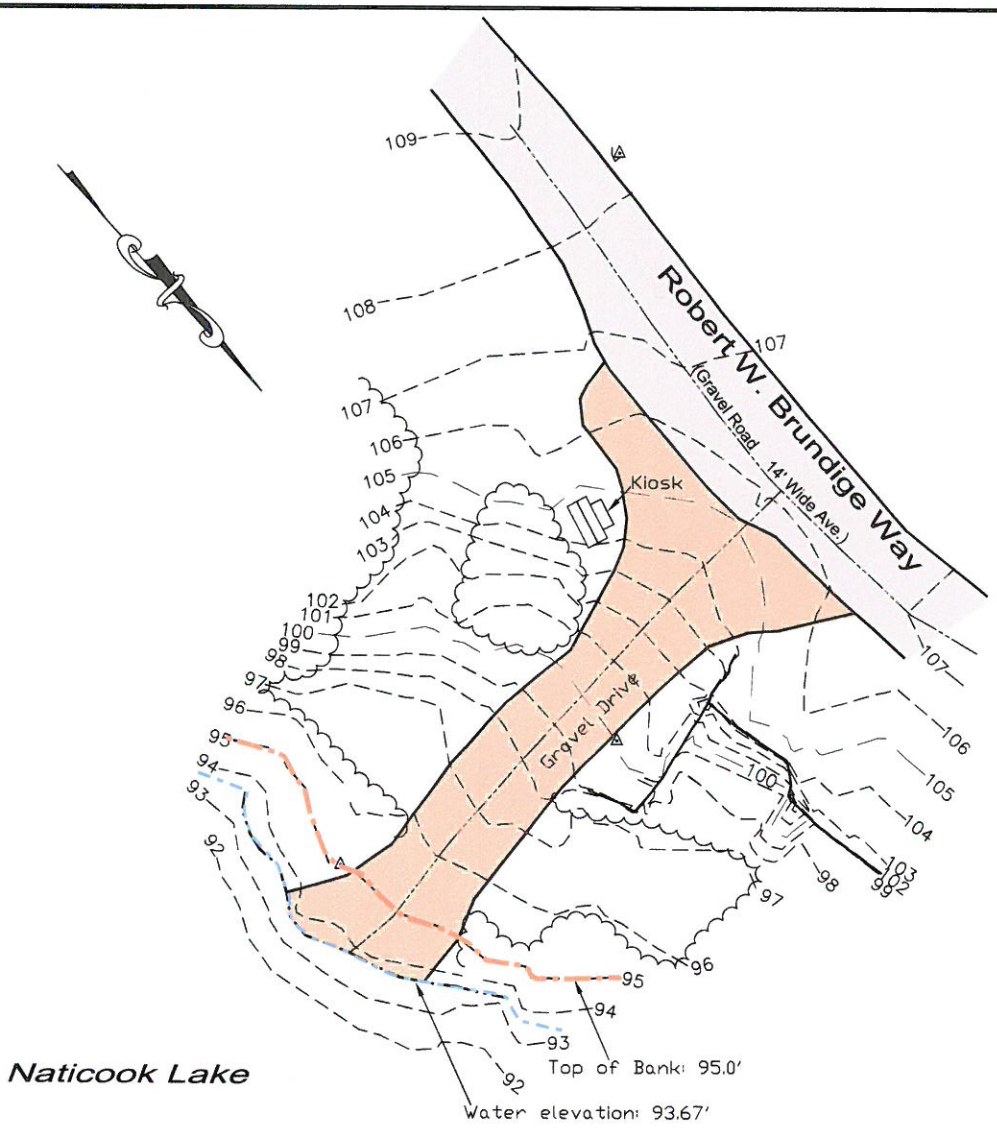
CONTACT INFORMATION

Name:	**Dawn Tuomala**	Address	**6 Baboosic Lake Road**
Phone Number	**424-5137**	Email Address	dtuomala@merrimacknh.gov

APPROVAL

Town Manager: Yes _☒_ No: _☐_ Chair/Vice Chair: Yes _☐_ No: _☐_

07/06



LOCUS MAP

Veterans Park Boat Ramp		
DRAWN	2/22/16	Existing Conditions
REVISED	8/3/16	
SCALE	1"=20'	
SHEET	1	Merrimack Public Works

CATCH BASIN & DRAIN NOTES:

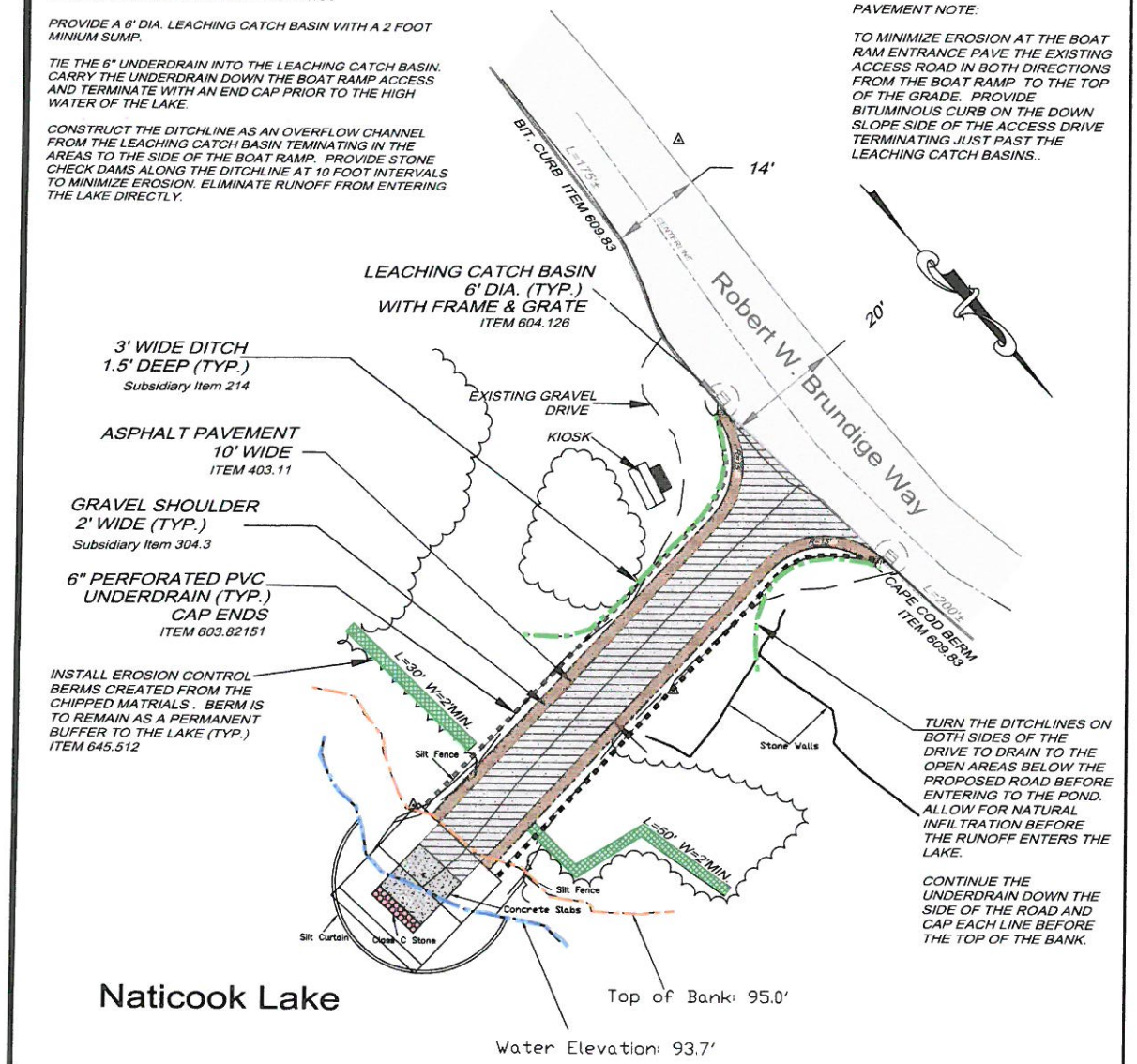
PROVIDE A 6' DIA. LEACHING CATCH BASIN WITH A 2 FOOT MINIUM SUMP.

TIE THE 6" UNDERDRAIN INTO THE LEACHING CATCH BASIN. CARRY THE UNDERDRAIN DOWN THE BOAT RAMP ACCESS AND TERMINATE WITH AN END CAP PRIOR TO THE HIGH WATER OF THE LAKE.

CONSTRUCT THE DITCHLINE AS AN OVERFLOW CHANNEL FROM THE LEACHING CATCH BASIN TEMINATING IN THE AREAS TO THE SIDE OF THE BOAT RAMP. PROVIDE STONE CHECK DAMS ALONG THE DITCHLINE AT 10 FOOT INTERVALS TO MINIMIZE EROSION. ELIMINATE RUNOFF FROM ENTERING THE LAKE DIRECTLY.

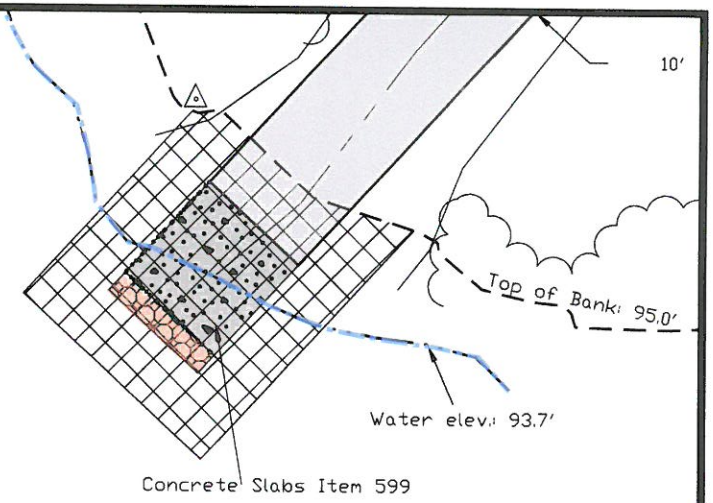
PAVEMENT NOTE:

TO MINIMIZE EROSION AT THE BOAT RAM ENTRANCE PAVE THE EXISTING ACCESS ROAD IN BOTH DIRECTIONS FROM THE BOAT RAMP TO THE TOP OF THE GRADE. PROVIDE BITUMINOUS CURB ON THE DOWN SLOPE SIDE OF THE ACCESS DRIVE TERMINATING JUST PAST THE LEACHING CATCH BASINS..



TURN THE DITCHLINES ON BOTH SIDES OF THE DRIVE TO DRAIN TO THE OPEN AREAS BELOW THE PROPOSED ROAD BEFORE ENTERING TO THE POND. ALLOW FOR NATURAL INFILTRATION BEFORE THE RUNOFF ENTERS THE LAKE.

CONTINUE THE UNDERDRAIN DOWN THE SIDE OF THE ROAD AND CAP EACH LINE BEFORE THE TOP OF THE BANK.



Wetland Impact Area
= 454 Sq. Ft.

Veterans Park Boat Ramp		
DRAWN	2/22/16	General Site Plan
REVISED	8/3/16	
SCALE	1"=20'	
SHEET	2	Merrimack Public Works

VETERAN'S PARK BOAT RAMP
PRELIMINARY CONSTRUCTION ESTIMATE

8/12/20

RBP	NO.	Item No.	Item Description	Unit	Est Qty	DOT Weight Ave. Price	Estimate
		201.21	Removing Small Trees	EA	10	$390.00	$3,900.00
		203.1	Common Excavation	CY	72	$12.00	$864.00
		214	Fine Grading	UNIT	1	$2,000.00	$2,000.00
		304.3	Crushed Gravel	CY	55	$25.00	$1,375.00
		403.11	Hot Bituminous Pavement, Machine Method	TON	125	$115.00	$14,375.00
		599	Boat Ramp - Precast Concrete Slabs	UNIT	1	$5,750.00	$5,750.00
		605.82151	6" Perforated PVC pipe under drain	LF	180	$75.00	$13,500.00
		604.126	Leaching Catch Basin; Type B; 6' Dia.	UNIT	2	$4,125.00	$8,250.00
		609.83	Bituminous Curb, Merrimack Standard	LF	375	$7.00	$2,625.00
		645.3	Erosion Control Stone - Check Dams	TON	0.15	$50.00	$7.50
		645.512	Erosion Control Compost Socks for Perimeter Berm	LF	80	$5.00	$400.00
		645.531	Silt Fence	LF	40	$5.00	$200.00
		646.31	Turf Estab. With Mulch, Tackifiers and Loam	SY	70	$3.00	$210.00
		692	Mobilization	UNIT	1	$5,000.00	$5,000.00
		1002.1	Alterations and Additions as needed	$	1	$5,000.00	$5,000.00

TOTALS **$63,456.50**

NOTE: This estimate is for the plans as presently designed. Changes from the original design include paving and curbing Robert W. Brundige Way and the installation of leaching catch basins and underdrains along with permanent erosion control measures to reduce the runoff entering the lake.

Indicates items that were increased from the original estimate due to the proposed paving and curbing RW Brundige Way **$47,141.50**

Indicates additional drainage and erosion control items that have been added since the original proposal **$24,984.00**

Town of
Merrimack, New Hampshire
6 Baboosic Lake Rd · Merrimack, NH 03054 · www.merrimacknh.gov

VETERANS PARK
BOAT RAMP IMPROVEMENTS BID

August 9, 2016

Contract Documents
And
Technical Specifications

INVITATION TO BID

Town of Merrimack
Veterans Park Boat Ramp Improvements
Merrimack, New Hampshire

Sealed proposals for the ***"Veterans Park Boat Ramp,"*** Merrimack, New Hampshire, will be received at the Finance Office, Town of Merrimack, NH (The Owner"), 6 Baboosic Lake Road, Merrimack, NH, 03054, until 2:00 p.m., Tuesday August 30, 2016. Bids received after the specified time will not be accepted.

The Veterans Park Boat Ramp Contract will consist of installation of Precast Concrete Boat Ramp, pre-cast concrete leaching catch basins, perforated under drainage, gravel and crushed gravel installation, bituminous curbing, hot bituminous pavement, ditch line, loam & seed and other incidental construction items.

Plans and specifications may be viewed at the offices of:

(1) Town of Merrimack DPW Administration, 6 Baboosic Lake Road, Merrimack, NH, 03054

(2) Town of Merrimack Purchasing Web Page:
http://www.merrimacknh.gov/town/departments/finance/bid_opportunities

Copies of the plans and specifications may be obtained from the Town of Merrimack, DPW Administration Office. Bid set plans are 11" x 17".

Bidders will not be required to furnish a bid bond. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price.

The Owner reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Town of Merrimack to be in its best interests based upon qualifications, experience, demonstrated ability to perform, cost and other factors deemed by the Town to bear on the successful outcome of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID OPENING of this project is scheduled for 2:00 p.m., Tuesday August 30, 2016, at the Finance Office, 6 Baboosic Lake Road, Merrimack, NH, 03054. Work must be substantially complete by December 1, 2016.

2. BID ITEMS: The unit cost bid items are based on the work outlined in the Plans and Specifications as presented herein.

   Prices in the Bid Proposal shall not be unbalanced. Unbalanced bids may be cause for rejection.

3. CONTRACT DOCUMENTS AND SITE OF WORK: Before submitting a proposal, the bidder shall examine carefully the Contract Documents and the site of the proposed work. He shall satisfy himself as to the character, quality, and quantities of work to be performed and materials to be furnished and shall make his own estimate of the facilities and difficulties attending the execution of the work. The submission of a proposal by a bidder shall be conclusive evidence that the bidder has complied with these requirements. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans except for payment under the specific payment items included herein, will not be allowed, unless in full conformance with the General Conditions Article 4.03.

4. PREPARATION OF PROPOSAL: The bidder must submit his proposal on the Bid Proposal form included herein. The blank spaces for each item in the proposal forms shall be correctly filled in, by writing in words and numerals, in ink. The bidder must submit a price for each item in the proposal, including all bid alternates and supplemental unit prices. In case of conflict between words and numerals, **the words shall govern.** The proposal shall be executed with ink in the complete and correct name of the individual, firm, or corporation making the proposal and signed by the person or persons authorized to bind the individual, firm, or corporation. Bids by corporation shall have the corporate seal affixed.

   The bidder shall properly acknowledge all addenda in the spaces provided on the proposal form and acknowledge submission of all required bid documents as shown on the proposal form.

5. ADDENDA: Bidders desiring further information, clarification, or interpretation of the plans, specifications, or other Contract Documents must make a request for such information to the Engineer, no later than one hundred and twenty (120) hours before the bid opening. Answers to such requests will be given in writing to all bidders, in addendum form, and all addenda shall then be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. The Engineer will not be responsible for any other interpretations of the plans, specifications, or Contract Documents.

Should a bidder find discrepancies in or omissions from the plans, specifications, or other Contract Documents, if the bidder is in doubt as to their meaning, the bidder should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addenda will be issued after seventy-two (72) hours before the opening of bids. Addenda will be mailed or delivered by fax to each Contractor contemplating the submission of a proposal on this work who has acquired plans and specifications from Town of Merrimack, DPW Administration. The proposal as submitted by the Contractor will be so constructed as to include all addenda, issued by the Engineer prior to seventy-two (72) horns of the opening of bids.

The Town of Merrimack reserves the right to postpone the bid opening date or time, without prior notice, as it deems to be in its best interests.

6. REJECTION OF PROPOSALS: Proposals containing any omission, alteration of form, additions or conditions not called for, incomplete bids, or proposals otherwise regular that are not accompanied by acceptable proposal guaranty will be considered irregular and may be rejected. In case of any ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the proposal. Unreasonable or unbalanced bid prices may be cause to reject any proposal.

~~7. PROPOSAL GUARANTY: Each proposal must be accompanied by a Cashiers or Certified Check, payable to the Town of Merrimack or an acceptable bid bond in the amount of not less than ten percent (10%) of the total bid (Sum of Parts I and II), payable to the Town of Merrimack as a guaranty that bidder will enter into a contract and furnish bonds on the forms provided within seven (7) days after Notice of Award of Contract to him.~~

8. DEL IVERY OF PROPOSAL: Each completed proposal shall be placed together with the proposal guaranty, in an envelope sealed and clearly identified on the outside as a proposal to the Town of Merrimack, and including the project title and name and address of the bidder. When sent by mail, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. Proposals will not be considered unless received at the place and on or before the time designated in the Invitation to Bid.

9. WITHDRAWAL OF PROPOSALS: Any bidder, upon his written request, will be given permission to withdraw his proposal no later than the time set for the opening thereof.

10. QUALIFICATION OF BIDDER: The qualifications, experience, and demonstrated ability to complete the work on time and as specified are of importance to the Owner and will be given significant consideration in the selection of a bidder. Before being awarded the contract the bidder may be required to submit such evidence as the Owner may require establishing his financial responsibility, experience, and possession of such equipment as may be needed to prosecute the work in an expeditious, safe, and satisfactory manner.

11. DISQUALIFICATION OF BIDDERS: The following are some of the causes which may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal:

    - More than one proposal for the same work from an individual, firm, partnership, or corporation.

    - Evidence of collusion among bidders.

- Poor performance in the execution of work under previous contracts.
- Inability to demonstrate qualifications and/or information as outlined in 10. above, or 13. Below.
- For being in arrears on existing contracts, or having defaulted on a previous contract.

The Owner reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Owner to be in its best interest based upon qualifications, experience, demonstrated ability to perform, cost, or other factors deemed by the Owner to bear on the successful outcome of the Contract.

12. CONSIDERATION OF PROPOSALS: For the purpose of determining a bidder for award, after the proposals are opened and read, the summation of the products of the prices will be considered the amount of the bid.

    The information provided by bidders shall be evaluated to determine compliance with the requirements of the project, and other comparative favorability to the Owner. The Owner reserves the right to accept or reject any and all proposals, consider awarding the contract on the basis of any combination of bid alternates, and waive technicalities as may be considered to be in the best of the Owner.

13. SUBMISSION OF POST BID INFORMATION: Upon request by the Engineer, selected bidders shall within three (3) calendar days thereafter submit the following:

    1) A designation of the work to be performed by the bidder with his own forces.

    2) A list of the names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform such portions of the work.

       Prior to the award of Contract, the Owner will notify the bidder in writing if the Owner, after due investigation, has reasonable and substantial objection to any person or organization on such list If the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at the bidder's option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained herein. If the bidder submits an acceptable substitute with an increase in the bid price to cover the difference in cost occasioned by such substitution, the Owner may, at its discretion, accept the increased bid price or may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Engineer.

    3) A proposed work schedule demonstrating the Bidder's plan to complete the work in the required time frame.

14. AWARD OF CONTRACT: Only one Contract will be awarded for all the work called for in the plans and specifications.

15. RETURN OF PROPOSAL GUARANTY: The proposal guaranty accompanying the proposals, may be retained until the Contract is awarded and the successful bidder executes the Contract and furnishes the required bonds, after which all proposal guaranties will be returned to the bidders.

16. EXECUTION OF CONTRACT AND BONDS: The Contract will include all Contract Documents. Within seven (14) days after award of the Contract, the successful bidder shall execute the Contract in triplicate, and furnish the Owner with Performance and Payment Bonds each in the full amount of the Contract price executed by a surety company acceptable to the Owner. The Bonds are to be furnished as a guaranty of the faithful performance of the work and for protection of the claimants for labor and materials.

17. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the bidder to whom the Contract is awarded refuse or neglect to execute the Contract and furnish the required bonds within seven (7) days after notice of award of the Contract, at the option of the Owner, the bidder's proposal shall be treated as withdrawn; and at the option of the Owner the proposal guaranty shall become the property of the Owner, not as a penalty, but as liquidated damages, or the Owner may pursue any other action allowed by law.

END OF SECTION

BID PROPOSAL

BIDDER: _____

PROJECT: Town of Merrimack, Veterans Park Boat Ramp
Merrimack, New Hampshire

OWNER: Town of Merrimack, New Hampshire

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
1.	Item 201.21 - Removing Small Trees	EA	10	_____ _____ Dollars and _____ cents per square foot.	$_____
2.	Item 203.1 - Common Excavation (Roadway)	CY	72	_____ _____ Dollars and _____ cents per each.	$_____
3.	Item 214 - Fine Grading	U	1	_____ _____ Dollars and _____ cents per linear foot.	$_____
4.	Item 304.3 - Crushed Gravel	CY	55	_____ _____ Dollars and _____ cents per each.	$_____
5.	Item 403.11 - Hot Bituminous Pavement, Machine Method	T	125	_____ _____ Dollars and _____ cents per cubic yard.	$_____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
6.	Item 599 – Boat Ramp – Precast Concrete Slabs	U	1	_____ _____ Dollars and _____ cents per cubic yard.	$_____
7.	Item 603.82151 - 6" Perforated pipe under drain	LF	180	_____ _____ Dollars and _____ cents per cubic yard.	$_____
8.	Item 604.126 - Leaching Catch Basin; Type B grate; 6' Diameter	U	2	_____ _____ Dollars and _____ cents per unit.	$_____
9.	Item 609.83 - Bituminous Curb, Merrimack Standard	LF	375	_____ _____ Dollars and _____ cents per cubic yard.	$_____
10.	Item 645.3 – Erosion Control Stone – Check Dams	T	0.15	_____ _____ Dollars and _____ cents per cubic yard.	$_____
11.	Item 645.512 – Erosion Control Compost Socks for Perimeter Berm	LF	80	_____ _____ Dollars and _____ cents per cubic yard.	$_____
12	Item 645.531 - Silt Fence	LF	40	_____ _____ Dollars and _____ cents per square yard.	$_____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
13.	Item 646.31 Turf Estab. With Mulch, Tackifiers and Loam	SY	70	_____ _____ Dollars and _____ cents per ton.	$_____
14.	Item 692 - Mobilization	U	1	_____ **Five Thousand** Dollars and **No**_____ cents per ton.	$ 5,000
15.	Item 1002.1 - Alterations and Additions as Needed	$	$5,000	_____ **Five Thousand** Dollars and No_____ cents per each.	$ 5,000

END OF SECTION

A. TOTAL BID

(Figures) $_____

(Written) _____ dollars and _____ cents.

The Bidder agrees to add or deduct work required by the Owner or Engineer for the above Lump Sum or Unit Prices (as applicable).

The undersigned, as Contractor herein referred to as singular and masculine declares as follows:

1) The only parties interested in the BID as Principals are named herein;

2) This BID is made without collusion with any other person, firm, or corporation;

3) He has carefully examined the site of the proposed work and is fully informed and has satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution. He has carefully read and examined the Drawings, the proposed AGREEMENT and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof

4) He understands the information relative to subsurface and other conditions, natural phenomena, existing pipes, and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes, and other structures (surface or subsurface) actually encountered will be the same as those shown on the Drawings or in any other Contract Documents and he agrees that he shall not use or be entitled to use such information made available to him through the Contract Documents or otherwise obtained by him in his own examination of the site, as a basis of or grounds for any claim against the Owner or Engineer arising from or by reasons of any variance which may exist between the aforesaid information made available to, or otherwise obtained by, him and the subsurface and/or other conditions, natural phenomena, existing pipes, and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the BID;

5) He understands that all reports of investigations and tests of subsurface physical conditions at the site and other information affecting the performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

6) And he understands that the quantities of work tabulated in this Proposal and indicated on the Drawings and in the Specifications and other Contract Documents are approximate and are subject to increase or decrease as deemed necessary by the Engineer, and as allowed for under the Contract Documents.

7) The undersigned agrees that for extra work, if any, authorized in writing by the Engineer to be performed by him in accordance with the terms and provisions of the Agreement, he will accept compensation as stipulated in the Contract Documents in full payment for

such extra work, and agrees that for reductions in work as directed by the Engineer, he will accept reduced compensation as stipulated in the Contract Documents.

8) If this Bid Proposal is accepted by the Owner, the undersigned agrees to substantially complete the work provided to be done under the Contract within the specified number of calendar days as defined in the Agreement from the date of start of the Contract (as defined in the Notice to Proceed), and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete work on time, except as otherwise expressly provided in the Agreement

9) The Bidder hereby agrees that, once opened, he will not withdraw this Bid within 60 days of Bid opening, and that if the Owner shall accept this Bid, the Bidder will duly execute the Contract and provide BONDS as provided in paragraph 16 of Instructions to Bidders.

Respectfully Submitted:

_____

Company Name

By: _____ _____

Signature Address

_____ _____

Title Date

E-Mail_____

(SEAL if Proposal is by a Corporation)

_____

Attest

ADDENDA

The BIDDER acknowledges receipt of the following Addendum*

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

** to be filled in as appropriate*

PROSECUTION OF WORK

The intent of this project is to install a Precast Concrete Boat Ramp, precast concrete leaching catch basins, perforated under drainage, gravel and crushed gravel installation, bituminous curbing, hot bituminous pavement, ditch line, loam and seed and other incidental construction items.

Prior to installing any pipe or drainage structures, the Contractor shall arrange to have all existing utilities located and marked in the field. In addition to calling Dig Safe, the Contractor must contact the Merrimack Village District to locate its water distribution. After all utilities have been marked in the field, the Contractor shall excavate a test pit at each location that the proposed drain crosses an existing utility. The Contractor shall measure and record the elevation and horizontal location of each utility at the proposed crossing location. The Contractor shall immediately notify the town's designated project representative in writing of any potential physical conflicts between an existing utility and the proposed drain. The Town will determine whether the utility or the drain will be relocated.

It is the Town's intent that access to properties will be maintained to the greatest extent possible. When it is not possible to provide direct access to a residence due to excavation or other operations in the immediate area, the residents shall be notified in advance and provision shall be made for them to park in a safe, accessible location as close as possible to their home. The Contractor shall provide safe access for local pedestrian traffic.

The Contractor shall provide all necessary signs, channelizers, and flaggers to provide safe traffic complying with the MUTCD and the Contract Documents.

The completion date for this project is December 1, 2016.

The Contractor shall provide the town with an updated schedule on a weekly basis. The Town will use the schedule information to advise the public of the project schedule through its website, E-mail and other available means.

Work shall be performed in accordance with the plans, agreement, and NHDOT Standard Specifications and Plans, latest editions (2016).

SUPPLEMENTAL SPECIFICATION

FAILURE TO COMPLETE ON TIME

Failure to Complete on Time. For each calendar day or work day that work remains uncompleted after the Contract Time, the sum specified below will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the Town of Merrimack by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the Work on time. Any adjustment of the Contract Time for completion of the Work will be considered in the assessment of liquidated damages.

In the case of a date in the Contract being given for the completion of parts, phases, or stages, the liquidated damages will be deducted for the period in which that particular work specified is uncompleted.

Permission for the Contractor or Surety to continue and finish work after the Contract Time and approved extensions have elapsed shall not waive the Town's rights under the Contract.

The assessment of all or any of the liquidated damages that accrue may be terminated if the Town has determined that the Work is substantially complete and is in a condition for safe and convenient use by the traveling public.

The Work will be considered substantially complete when all necessary signing, striping, guardrail, and other safety appurtenances have been installed. For projects that will not be opened to the traveling public, the Contract will be considered substantially complete when it is ready for the subsequent project. This shall not be construed as a contractual right and its application will be contingent upon the Contractor's diligence in completing the remaining items of work.

Liquidated damages shall be assessed in accordance with the following schedule:

Original Contract Amount		Daily Charge	
From more than	To and including	Calendar Day	Working Day
$ 0	$ 100,000	$ 390	$ 590
100,000	750,000	590	880
750,000	2,000,000	780	1,170
2,000,000	5,000,000	1,170	1,760
5,000,000	10,000,000	1,560	2,340
10,000,000	20,000,000	1,950	2,930
20,000,000	-----	2,350	3,520

When the Contract Time is on the calendar date basis, the schedule for calendar date shall be used. When the contract time is on a working day basis, the schedule for working days shall be used.

When Acceptance has been made by the Engineer, the daily charge will no longer be assessed.

Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and the Surety shall be liable to the Town for such deficiency.

The Engineer has the right to deduct the amount of anticipated liquidated damages against the Contractor from any estimated payment for Work performed under the Contract; or to claim and recover such sums by process of law. Review of anticipated Contract completion and potential liquidated damages will commence when 80% of the original Contract time has elapsed.

SPECIAL PROVISION
SECTION 599 – BOAT RAMP

Description

1.1 This work shall consist of installing a coffer dam around the work area to ensure no siltation enters the lake beyond this point. Prepare the area, install geotextile fabric, ¾ inch stone, Stone fill Class C and the concrete slabs at locations shown on the plans or where ordered.

Materials

2.1 Coffer Dam shall conform to Section 503.201
2.2 Geotextile Fabric, nonwoven, shall conform to Section 593.201.
2.3 Course Aggregate, ¾" Clean Stone, 12 inch depth, shall conform to Section 585.3.
2.3.1 Stone is to be clean with a nominal size of ¾".

2.4 Stone Fill Class C, 12 inch depth, shall conform to Section 585.3.
2.5 Precast Concrete Slabs, shall conform to ASCI specification as shown of the plans.

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Construction Requirements

3.1 Coffer Dam Construction shall conform to Section 503
3.1.1 Coffer Dam shall be completely removed after construction is complete.
3.2 Geo Textile Fabric shall conform to Section 593
3.3 Course Aggregate shall conform to the construction requirements in Section 520.
3.4 Stone Fill Class C shall conform to the construction requirements in Section 585.
3.5 Precast Concrete Slabs shall conform to the specifications as shown on the plans.

Method of Measurement

4.1 The accepted quantity of the Boat Ramp shall have all of the various components be measured as one unit.

Basis of Payment

5.1 The accepted quantities of the boat ramp installed will be paid for at the Contract unit price in place.

Pay Items and Units

599	Boat Ramp	Unit

SUPPLEMENTAL SPECIFICATION

SECTION 609 – CURBS

Add to 3.2.5

Bituminous curb shall be extruded to the shape and dimensions shown on the standard "Cape Cod Curb" detail in the Contract Drawing. The curb mold is CFD #1144 from Miller Spreaders.

Other curb dimensions will not be accepted without prior written approval of the Town.

SUPPLEMENTAL SPECIFICATION

SECTION 645 – EROSION CONTROL

Amend to 2.1 to read:

Hay mulch will not be allowed. Straw mulch may be substituted where hay is specified in the section.

Amend 2.5 to read:

Hay bales will not be allowed. Bales must be straw.