

Service and Construction

CULVERT REPLACEMENT

LEEDS MONMOUTH GREENE

**Route 106 Leeds-Monmouth
Leeds Junction Road in Leeds
Sawyer Road in Greene**

2012

MAINTENANCE & OPERATIONS

STATE PROJECT

Updated 1/19/12

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. As a minimum, the following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items
 - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Town:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Culvert Replacements** in the towns of **LEEDS, MONMOUTH & GREENE**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on August 14, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Leeds - Monmouth - Greene Culvert Replacement Project

Location: In Androscoggin & Kennebec Counties, project is located on the Route 106, in Leeds & Monmouth, Leeds Junction Road in Leeds and Sawyer Road in Greene.

Outline of Work: Culvert replacement and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Gail MacMunn at (207) 624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
July 24, 2013


Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Leeds-Monmouth-Greene
Culvert Replacement
Route 106 Leeds-Monmouth
Leeds Junction Road in Leeds
Sawyer Road in Greene
April 14, 2011
Supersedes August 3, 2004

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

Contractor _____

Item Description	Approximate Quantity and Units	Total Bid Price
18" Culvert Pipe Option III – Pipe 1 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 2 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 3 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 4 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 5 Replace Existing Pipe with 18" CMP	1 EA	
36" Culvert Pipe Option III – Pipe 6 Replace Existing Pipe with 36" CMP	1 EA	
24" Culvert Pipe Option III – Pipe 7 Replace Existing Pipe with 24" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 8 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 9 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 10 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 11 Replace Existing Pipe with 18" CMP	1 EA	

Leeds-Monmouth-Greene
 Culvert Replacement
 Route 106 Leeds-Monmouth
 Leeds Junction Road in Leeds
 Sawyer Road in Greene
 Culvert Replacement
 July 16, 2013

18" Culvert Pipe Option III – Pipe 12 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 13 Replace Existing Pipe with 18" CMP	1 EA	
24" Culvert Pipe Option III – Pipe 14 Replace Existing Pipe with 24" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 15 Replace Existing Pipe with 18" CMP	1 EA	
18" Culvert Pipe Option III – Pipe 16 Replace Existing Pipe with 18" CMP	1 EA	
30" Culvert Pipe Option III – Pipe 17 Replace Existing Pipe with 30" CMP	1 EA	
TOTAL BID		\$

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for **Culvert Replacement on Route 106 Leeds-Monmouth, Leeds Junction Road in Leeds and Sawyer Road in Greene**, Counties of **Androscoggin and Kennebec**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 1, 2013**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **Culvert Replacement on Route 106 Leeds-Monmouth, Leeds Junction Road in**

Leeds and Sawyer Road in Greene, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for **Culvert Replacement on Route 106 Leeds-Monmouth, Leeds Junction Road in Leeds and Sawyer Road in Greene**, Counties of **Androscoggin and Kennebec**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 1, 2013**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **Culvert Replacement on Route 106 Leeds-Monmouth, Leeds Junction Road in**

Leeds and Sawyer Road in Greene, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Date

(Witness Sign Here)
Witness

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ in the State of _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ and 00/100 Dollars (\$ _____),
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....
.....
.....

ADDRESS
.....
.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

Construction Notes

LOCATION	DISTANCE LEFT OF CENTERLINE	ELEVATION OF FLOW LINE LEFT	CENTERLINE ELEVATION	ELEVATION OF FLOW LINE RIGHT	DISTANCE RIGHT OF CENTERLINE
PIPE 1	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 1,440 feet south of route 202. GPS coordinates 4421654, 7008892	30 FEET	Inlet = 94.53	Centerline = 100.00	Outlet = 93.86	30 FEET
PIPE 2	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 5,430 feet south of route 202. GPS coordinates 4420757, 7008051	40 FEET	Inlet = 94.55	Centerline = 100.00	Outlet = 93.86	20 FEET
PIPE 3	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 8,290 feet south of route 202. GPS coordinates 4420113, 7007465	28 FEET	Inlet = 96.55	Centerline = 100.00	Outlet = 95.50	32 FEET
PIPE 4	REPLACE EXISTING 18" CMP WITH AN 18" X 64' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 9,780 feet south of route 202. GPS coordinates 4419755, 7007274	32 FEET	Inlet = 94.28	Centerline = 100.00	Outlet = 93.70	32 FEET
PIPE 5	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 10,356 feet south of route 202. GPS coordinates 4419602, 7007195	30 FEET	Inlet = 94.55	Centerline = 100.00	Outlet = 93.90	30 FEET
PIPE 6	REPLACE EXISTING 18" CMP WITH AN 36" X 100' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 11,390 feet south of route 202. GPS coordinates 4419345, 7006550	50 FEET	Inlet = 87.59	Centerline = 100.00	Outlet = 85.97	50 FEET
PIPE 7	REPLACE EXISTING 18" CMP WITH AN 24" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 11,930 feet south of route 202. GPS coordinates 4419210, 7006977	30 FEET	Inlet = 94.20	Centerline = 100.00	Outlet = 93.70	30 FEET
PIPE 8	REPLACE EXISTING 18" CMP WITH AN 18" X 44' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 14,880 feet south of route 202. GPS coordinates 4418466, 7006593	22 FEET	Inlet = 95.73	Centerline = 100.00	Outlet = 95.00	22 FEET
PIPE 9	REPLACE EXISTING 18" CMP WITH AN 18" X 44' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located on Leeds Jct Road 15,170 feet south of route 202. GPS coordinates 4418393, 7006551	22 FEET	Inlet = 96.00	Centerline = 100.00	Outlet = 95.50	22 FEET
PIPE 10	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 6,457 feet north of route 202. GPS coordinates 4424501, 7008302	24 FEET	Inlet = 96.00	Centerline = 100.00	Outlet = 92.50	36 FEET

Construction Notes

PIPE 11	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 8,419 feet north of route 202. GPS coordinates 4425012, 7008356	30 FEET	Inlet = 96.00	Centerline = 100.00	Outlet = 95.00	30 FEET
PIPE 12	REPLACE EXISTING 18" CMP WITH AN 18" X 56' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 6 miles north of route 202. GPS coordinates 4430131, 7011788	28 FEET	Inlet = 96.00	Centerline = 100.00	Outlet = 95.00	28 FEET
PIPE 13	REPLACE EXISTING 18" CMP WITH AN 18" X 120' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 7.3 miles north of route 202. GPS coordinates 4431976, 7012164	75 FEET	Inlet = 96.00	Centerline = 100.00	Outlet = 94.50	45 FEET
PIPE 14	REPLACE EXISTING 18" CMP WITH AN 24" X 100' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 8.3 miles north of route 202. GPS coordinates 4433139, 7012486	50 FEET	Inlet = 91.50	Centerline = 100.00	Outlet = 90.00	50 FEET
PIPE 15	REPLACE EXISTING 18" CMP WITH AN 18" X 50' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 4,008' north of route 219. GPS coordinates 4434617, 7014523	25 FEET	Inlet = 95.25	Centerline = 100.00	Outlet = 91.30	25 FEET
PIPE 16	REPLACE EXISTING 18" CMP WITH AN 18" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Leeds on route 106 4,740' north of route 219. GPS coordinates 4434795, 7014501	28 FEET	Inlet = 95.50	Centerline = 100.00	Outlet = 93.50	32 FEET
PIPE 17	REPLACE EXISTING 24"x WITH AN 30" X 60' Opt III CMP. INLET ON THE LEFT LOOKING NORTH EASTERLY AND OUTLET ON THE RIGHT.				
Pipe is located in Greene on the Sawyer Road 4.2 miles south of route 202. GPS coordinates 4414418, 7011993	28 FEET	Inlet = 93.10	Centerline = 100.00	Outlet = 92.50	32 FEET

GENERAL/CONSTRUCTION NOTES

1. The work shall consist of supplying and installing new corrugated culvert pipe option 3, removal and disposal of the existing culvert pipe, performing traffic control (supplying all signs, cones, barrels, flagger etc.), placing 6" of hot mix asphalt on top of the trenches, ditching 10' in either direction of the culvert pipe. Culvert pipe shall meet the requirements of Standard Specification Section 603.01 thru 603.08.
2. The contractor shall place the new culvert pipes to the elevations and offsets given unless otherwise directed by Department.
3. The lower lifts of backfill shall be suitable excavation salvaged from the removal of the existing culvert pipes. The top 18" of backfill shall be gravel meeting the gradation of aggregate base course gravel type c as per section 703.06 of the MaineDOT standard specifications Rev 2002.
4. Placing of backfill material shall not exceed 8" loose measure as per section 206.03 of the MaineDOT standard specifications, Rev 2002.
5. Any excavated material not suitable for use as back fill shall be used to build slopes or in approved waste area as directed by the Department.
6. All culvert pipe trenches shall 6" of hot mix asphalt placed in multiple lifts not to exceed 2". The gradation shall be a 12.5 mm mix.
7. All trenches shall be paved prior to shutting down for the weekend.
8. The contractor shall submit a traffic control plan that meets the requirement of section 652 of the MaineDOT standard specifications Rev 2002.
9. Any necessary cleaning of the pavement caused by replacement of the culvert pipe shall be incidental to the contract.
10. Any damaged caused to existing ditches, pavement or any other MaineDOT property shall be fixed to the satisfaction of the Department at the contractors expense.
11. All work shall be done in accordance with the current Maine Department of Transportation's Best Management Practices for Erosion Control and Sedimentation Control.
12. The contractor shall submit an erosion control plan as per section 656 of the MaineDOT standard specifications Rev 2002.

13. Seeding and Mulching of disturbed soil shall be done daily. The contractor may seed and mulch by hand.
14. The contractor is responsible for following dig safe requirements and for coordinating with any applicable utilities.
15. The following shall be incidental to the contract
 - a. All culvert pipe excavation including cutting and removal of pavement.
 - b. Ditching at pipe ends up to 10' in all directions.
 - c. Furnishing, placing, grading, and compacting of any new gravel and/or fill material. This also includes any granular borrow needed for bedding.
 - d. Any clearing of brush and trees less than 12" in diameter.
 - e. Paving the trench with 6" of HMA.
16. **Basis of Payment:** The accepted quantity of culvert pipe will be paid at the contract unit price per each location as lump sum per each location. The lump sum payment for each location will be compensation for furnishing and installing new culvert pipe, removing and disposal of existing culvert pipe, any excavation, backfill, new gravel, paving hma for each trench, coupling/bands, seed and mulch, traffic control, traffic control devices, maintenance of traffic control devises, temporary soil erosion and sediment control, and submitting all applicable plan.

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Leeds - Monmouth - Greene Culvert Replacement

Location of Project -Leeds, Monmouth & Greene, Androscoggin & Kennebec Counties

2013 Fair Minimum Wage Rates
Highway & Earthwork Androscoggin & Kennebec Counties
 (1 or 2 family homes)

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$15.00	\$0.89	\$15.89	Ironworker - Structural	\$21.55	\$6.87	\$28.42
Backhoe Loader Operator	\$16.99	\$1.47	\$18.46	Laborers (Incl. Helpers & Tenders)	\$13.00	\$0.55	\$13.55
Boom Truck (Truck Crane) Operator	\$20.00	\$7.12	\$27.12	Laborer - Skilled	\$15.00	\$1.35	\$16.35
Bulldozer Operator	\$18.00	\$3.35	\$21.35	Line Erector - Power/Cable Splicer	\$29.00	\$10.14	\$39.14
Carpenter	\$18.50	\$1.97	\$20.47	Loader Operator - Front-End	\$16.50	\$2.51	\$19.01
Carpenter - Rough	\$16.94	\$3.17	\$20.11	Mechanic- Maintenance	\$20.00	\$4.29	\$24.29
Cement Mason/Finisher	\$15.87	\$0.96	\$16.83	Painter	\$15.00	\$0.00	\$15.00
Concrete Mixing Plant Operator	\$17.00	\$2.66	\$19.66	Paver Operator	\$17.50	\$3.08	\$20.58
Crusher Plant Operator	\$18.35	\$2.90	\$21.25	Pile Driver Operator	\$24.57	\$5.78	\$30.35
Driller - Rock	\$16.75	\$3.53	\$20.28	Pipelayer	\$22.95	\$12.77	\$35.72
Driller - Well	\$16.00	\$2.25	\$18.25	Pump Installer	\$19.00	\$2.60	\$21.60
Electrician - Licensed	\$23.13	\$3.45	\$26.58	Roller Operator - Earth	\$14.14	\$0.47	\$14.61
Electrician Helper/Cable Puller (Licensed)	\$13.50	\$0.45	\$13.95	Roller Operator - Pavement	\$16.26	\$4.45	\$20.71
Excavator Operator	\$18.15	\$2.64	\$20.79	Screed/Wheelman	\$18.63	\$5.12	\$23.75
Fence Setter	\$13.13	\$0.00	\$13.13	Stone Mason	\$18.25	\$2.87	\$21.12
Flagger	\$13.00	\$0.75	\$13.75	Truck Driver - Light	\$14.50	\$0.79	\$15.29
Grader/Scraper Operator	\$19.50	\$3.19	\$22.69	Truck Driver - Medium	\$15.00	\$1.03	\$16.03
Highway Worker/Guardrail Installer	\$16.25	\$1.09	\$17.34	Truck Driver - Heavy	\$14.25	\$1.85	\$16.10
Hot Top Plant Operator	\$22.00	\$6.85	\$28.85	Truck Driver - Tractor Trailer	\$17.00	\$4.28	\$21.28
Ironworker - Reinforcing	\$20.00	\$2.55	\$22.55	Truck Driver - Mixer (Cement)	\$13.00	\$2.90	\$15.90

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HI-081-2013

Filing Date: July 17, 2013

Expiration Date: 12-31-2013

A true copy

Attest: *Pamela Taylor*

Pamela Taylor
 Director
 Bureau of Labor Standards

BLS 424BU (R2013) (HI (Androscoggin & Kennebec))

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Post-Bid Qualifications)

As a condition for Award of the Contract, the lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract if the bidder is not already pre qualified for the Highway Construction category by the Maine Department of Transportation. This requirement includes written documentation of the experience of the firm and/or subcontractor who will be performing the construction specified in the contract documents, a list of recent experience in similar construction projects, including a) the name of the owner for whom the work was performed, b) the name and telephone number of a contact person, c) a description of the work performed, d) the total construction cost of each project, and e) the names(s) of your subcontractor's, project superintendent(s) and foremen who had direct supervisory responsibility for the projects listed. Said experience shall include, as a minimum, at least one (1) project of equal or greater complexity as the work required by this Contract completed in the last (5) years. A statement of the bidder's qualifications that includes the personnel and equipment available for the work, shall be included.

If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, an acceptable, project specific Safety Plan to the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

If a Bidder has not previously submitted Traffic Control Plans and Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, an acceptable, project specific Traffic Control Plan and Soil Erosion and Water Pollution Control Plan (SEWPCP.)

The Department will notify the Apparent Successful Bidder of the requirement for post-bid qualifications and the Bidder must provide all of the items within 14 days of the notice. Upon receipt of your bid qualifications, the Department will determine if the available evidence or information satisfies the Department that the bidder is qualified to properly carry out the terms of the Contract.

Leeds-Monmouth-Greene
Culvert Replacement
Route 106Leeds-Monmouth
Leeds Junction Road in Leeds
Sawyer Road in Greene

Special Provision 105 (Contract Limits)

1. The contractor will not be allowed to work Saturdays or Sundays.
2. All trenches must be paved in prior to Friday night or before shutting down operations for the weekend.
3. The Department reserves the right to delete any portion of the work for any reason with no extra compensation due the contractor.
4. The contractor will only be allowed to work from sun rise to sun set.

Leeds-Monmouth-Greene
Culvert Replacement
Route 106Leeds-Monmouth
Leeds Junction Road in Leeds
Sawyer Road in Greene

Special Provision 107 (Contract Time)

1. The contractor may commence work on or after September 3, 2013 as long as the contract has been awarded, all plans have been submitted and approved, and a preconstruction meeting has been held.
2. The completion date for this contract is November 1, 2013.
3. For every calendar day after November 1, 2013 that the contract is not complete, the contractor will be charged \$500 per calendar day in liquidated damages.

Leeds-Monmouth-Greene
Culvert Replacement
Route 106Leeds-Monmouth
Leeds Junction Road in Leeds
Sawyer Road in Greene
July 12, 2013

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

Invoices and Payments The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill to the Department for services monthly for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & contract number
Invoice date & number
Dates and location of service

Payments may be paid once every two weeks if, in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. The Department may request that the Contractor submit backup documentation. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, inaccurate or incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for materials or labor,

- E. Regulatory non-compliance or enforcement,
- F. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

- Road work Next x Miles
- Road work 500 Feet
- End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

- Road Work xxxx ¹
- One Lane Road Ahead
- Flagger Sign

Other typical signs include:

- Be Prepared to Stop
- Low Shoulder
- Bump
- Pavement Ends

The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

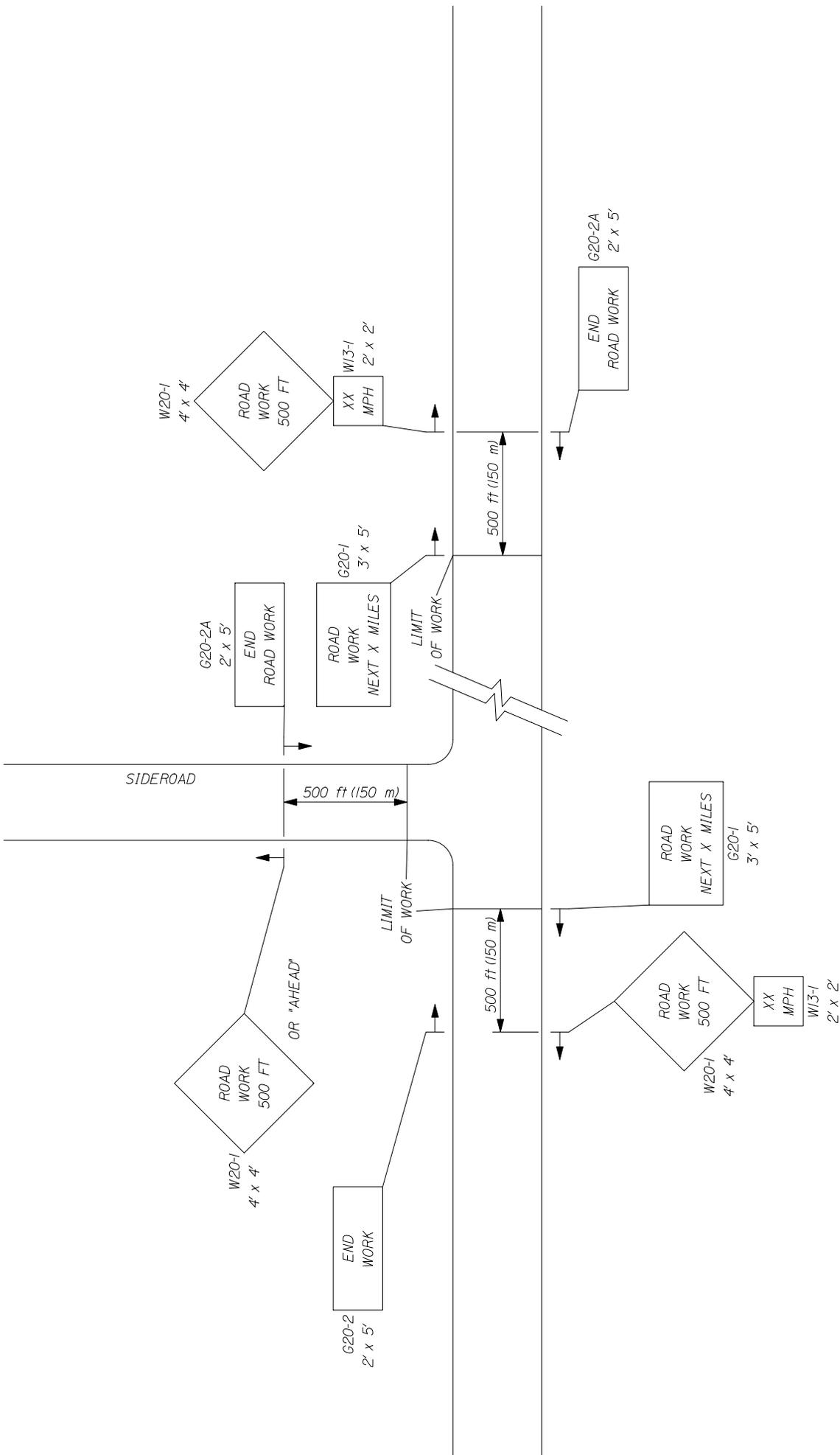
The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. To encourage quality paving in warm-weather conditions, the length can be extended to 4,000 ft depending on the traffic impacts. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

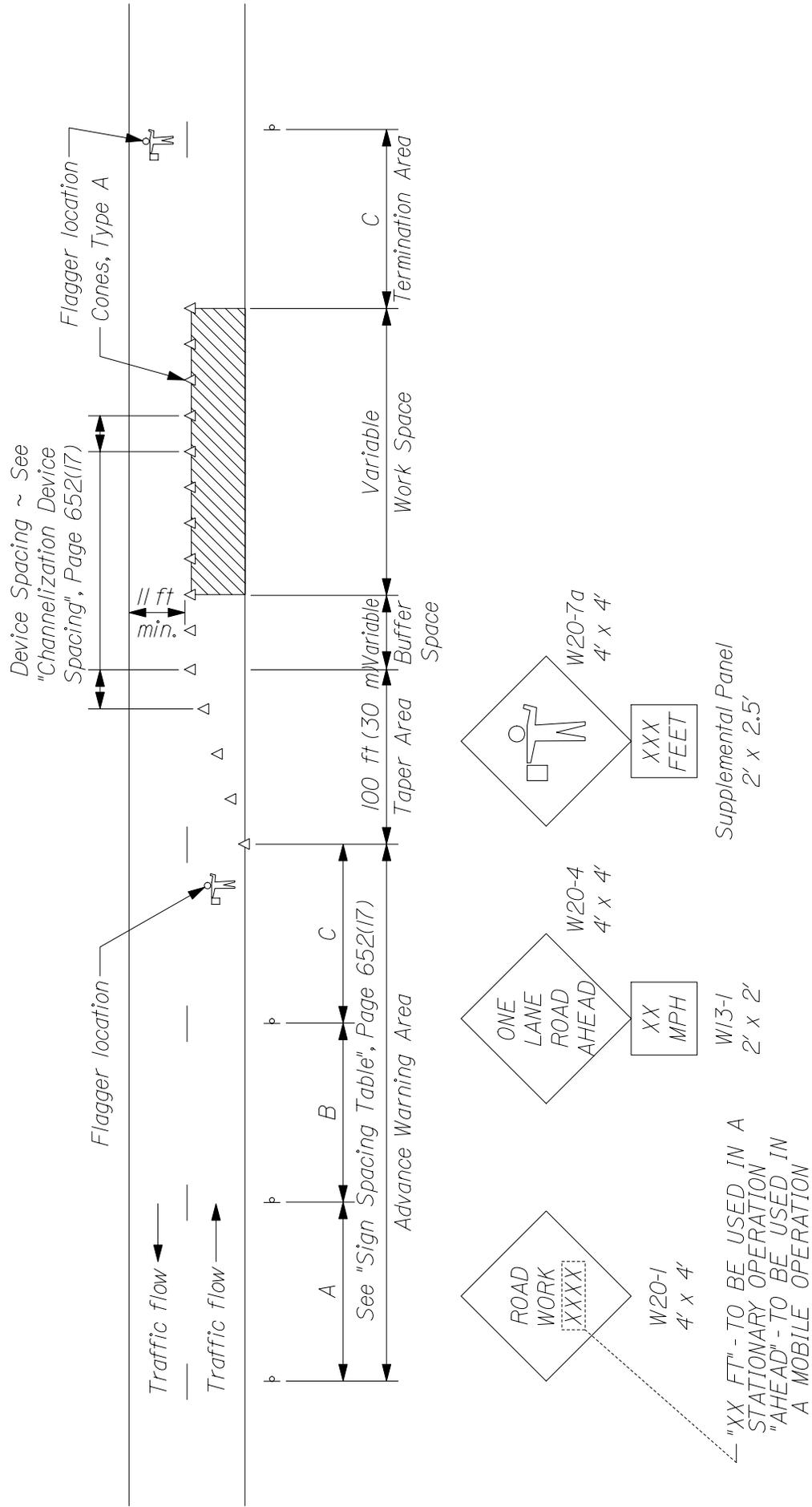
Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ “Road Work Ahead” to be used in mobile operations and “Road Work xx ft” to be used in stationary operations as directed by the Resident.

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-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements.

All references to the Maine Department of Transportation Best Management Practices for Erosion and Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" (available at <http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php> .) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the Soil Erosion and Water Pollution Control Plan (SEWPCP.)

This project is in the Androscoggin River watershed, which is listed as an Atlantic Salmon Distinct Population Segment and is considered **SENSITIVE** in accordance with section IID of the 2008 BMP Manual. The Contractor's SEWPCP shall include the following:

Due to the project sensitivity, **CONSTRUCTION SHALL BE PHASED** to limit the amount of disturbed area. The Contractor's SEWPCP shall include specific provisions for phasing the work. Each section must be stabilized to the approval of the Maine DOT Resident and the Water Resources Unit before work can begin on any subsequent section.

CLEARING LIMIT LINES SHALL BE MINIMIZED. Clearing shall be minimized as shown on the design plans.

Newly disturbed earth shall be mulched or otherwise stabilized by the end of each workday. Mulch shall be maintained on a daily basis.

All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.

Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.

Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.

The Contractor's SEWPCP shall address in-water work. **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.

The SEWPCP shall describe the containment method for removal of the existing culvert, including installation of cofferdams and dewatering procedures.

If a cofferdam sedimentation basin is used, it shall be located in an upland area where the water can settle and sink into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

Prior to release to a natural resource, any impounded water that has been in contact with concrete placed during construction must have a pH between 6.0 and 8.5, must be within one pH unit of the background pH level of the resource and shall have a turbidity no greater than the receiving resource. This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not cause erosion or disturb the stream bottom. **The rate of discharge must be less than 20% of the flow rate of the stream.**

The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Coordinator's log (Section 656.4.4 Inspection and Record Keeping.)

Grout from any sealing operation and fresh concrete shall not be allowed to contact the stream. Clean out of concrete delivery trucks and the washing of tools shall be addressed in the EWPCP.

Temporary winter stabilization must be used between November 1st and April 1st or outside of that time period if the ground is frozen or snow covered. Temporary winter stabilization

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. If temporary winter stabilization practices are used then spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, concrete debris, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

All off site areas associated with this project, such as haul roads, staging areas, stockpile areas and waste areas, etc. will have erosion controls installed prior to being used and will be stabilized permanently prior to abandonment by the contractor.

Dust control items other than those under Standard Specification, Section 637 – Dust Control, if applicable, shall be included in the plan.