

18587.00

CUMBERLAND

DRAINAGE IMPROVEMENTS

2014

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper 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 copies of the completed and signed Contract Agreement, Offer & Award form e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN:
 - 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
WIN:
Town:
Date of Bid Opening:
Name of Contractor:

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.

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. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
WIN:
Town:
Name of Contractor:

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 Specifications, November 2014 Edition.

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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.

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

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

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

**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 **Drainage Improvements** in the town of **CUMBERLAND**" 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 December 17, 2014 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: WIN 18587.00

Location: In Cumberland County, project is located on Route 88 beginning 0.19 miles northerly of the intersection of Teal Drive and extending northerly 400 feet.

Outline of Work: Drainage improvements including drilling, blasting and other incidental work.

Basis of Award: Bidders must bid Section 1 and either Section 2 or Section 3. The total bid will be the total for Section 1 combined with either Section 2 or Section 3. The basis of award will be the lowest responsive total bid.

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Gail Iler at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday 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.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m., or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

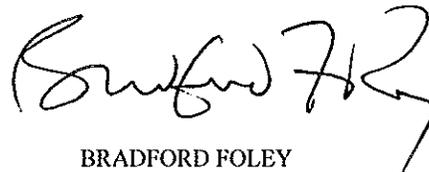
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, 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
November 26, 2014



BRADFORD FOLEY
PROGRAM MANAGER
HIGHWAY PROGRAM

**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 _____

Bidders must bid Section 1 and either Section 2 or Section 3. The total bid will be the total for Section 1 and either Section 2 or Section 3. For each section bid, Bidders must bid all items.

Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the unit price/lump sum price for any item is not provided or is unreadable
- d) the Bid contains any handwritten changes to the bid documents such as: additional charges for transportation, supplemental fees or surcharges

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

Section 1

Item Description	Approximate Quantity and Units	Unit Price	Total Bid Amount
203.25 Granular Borrow	600 CY		
304.10 Aggregate Subbase Course-Gravel	125 CY		
610.08 Plain RipRap	75 CY		
613.319 Erosion Control Blanket	540 SY		
615.10 Dirty Borrow	40 CY		
618.13 Seeding Method Number 1	5 UN		

620.58 Erosion Control Geotextile	120 SY		
Section 1 Total			

Section 2-Alternate 1

Item Description	Approximate Quantity and Units	Unit Price	Total Bid Amount
999. Drainage Installation Crew	1 Lump Sum		
206.07 Structural Rock Excavation – Drainage & Minor Structures	115 CY		
Section 2 Total			

Section 3-Alternate 2

Item Description	Approximate Quantity and Units	Unit Price	Total Bid Amount
999. Drainage Installation Crew	1 Lump Sum		
Section 3 Total			

Total Bid (Section 1 + Alternate ____)	
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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 _____ **(Contractor)** 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, **WIN 18587.00**, for **Drainage Improvements** in the town of **Cumberland**, County of **Cumberland**, 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 **April 1, 2015**. 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, November 2014 Edition and related Special Provisions.

C. Price.

The quantities given and unit prices bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

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, November 2014 Edition, Standard Details November 2014 Edition 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 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **WIN 18587.00**, for **Drainage Improvements** in the town of **Cumberland**, County of **Cumberland**, 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: 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 for (see checked boxes):

Section 1

Section 2

Section 3

The contract amount is _____
_____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

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 _____ **(Contractor)** 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, **WIN 18587.00**, for **Drainage Improvements** in the town of **Cumberland**, County of **Cumberland**, 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 **April 1, 2015**. 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, November 2014 Edition and related Special Provisions.

C. Price.

The quantities given and unit prices bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

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, November 2014 Edition, Standard Details November 2014 Edition 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 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **WIN 18587.00**, for **Drainage Improvements** in the town of **Cumberland**, County of **Cumberland**, 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: 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 for (see checked boxes):

Section 1

Section 2

Section 3

The contract amount is _____
_____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

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, November 2014 Edition and related Special Provisions.

C. Price.

The quantities given and unit prices bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount.

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, November 2014 Edition, Standard Details November 2014 Edition, 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 November 2014 Edition (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, November 2014 Edition, Standard Details November 2014 Edition, 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: 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 here)
Date

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

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

- Section 1
- Section 2
- Section 3

The contract amount is _____
_____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



CUMBERLAND

CUMBERLAND
ROUTE 88

STATE PROJECT NO. 18587.00

PROJECT LENGTH : 0.08 MILES

PLAN LEGEND

- Town, County, State
- Property Lines
- R/W Lines-Existing
- R/W Lines-Proposed
- Covert-Existing
- Covert-Proposed
- Centerline-Existing
- Centerline-Proposed
- Travelway-Existing
- Travelway-Proposed
- Individual Curb
- Proposed Curb
- Manholes
- Proposed Underdrain
- Proposed Ditch
- Existing Ditch
- Utility Lines
- Existing Water Line
- Proposed Water Line
- Existing San. Sewer
- Proposed San. Sewer
- Existing San. Sewer Manhole
- Proposed San. Sewer Manhole
- Guardrail-Existing
- Proposed Guardrail
- Guardrail-Cable, Other
- Decision
- Clearing Limit Line

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Typical	2
Plan	3
Outlet Profile	4
Cross - Sections	5-11



TRAFFIC DATA

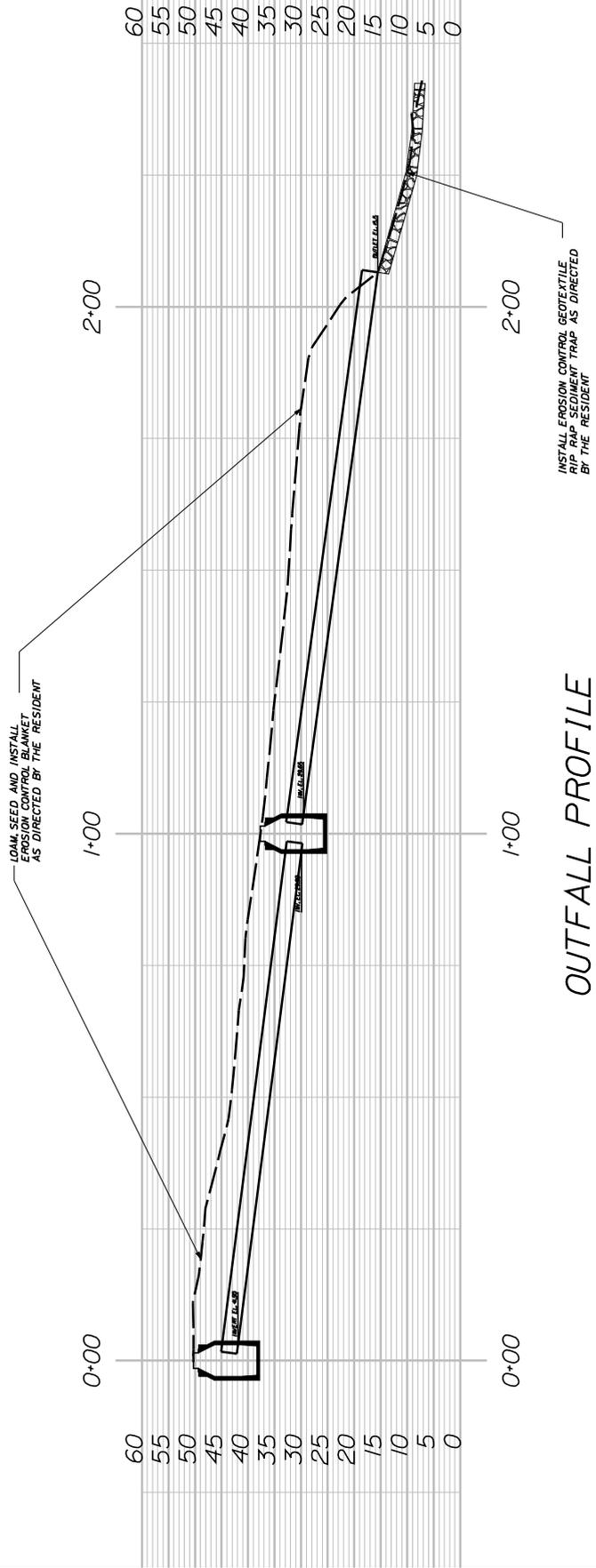
Current (2014) AADT: 2862
Design Speed (mph): 35 MPH
Function Class: Major Collector
Corridor Priority: 5

PROJECT LOCATION:	Beginning 0.19 miles northerly of the intersection of Teal Drive (RLM 5.54) and extending 400'
PROGRAM AREA:	Highway
SCOPE OF WORK:	Drainage Improvements

STATE OF MAINE DEPARTMENT OF TRANSPORTATION APPROVED _____ COMMISSIONER DATE _____		PROJECT INFORMATION PROJECT NUMBER: _____ PROJECT MANAGER: D. LOVELY CHECKED BY: R. ELMS PROJECT RESIDENT: _____ CONTRACTOR: _____ PROJECT COMPLETION DATE: _____	CUMBERLAND ROUTE 88 TITLE SHEET
DATE: _____ P.E. NUMBER: _____ SIGNATURE: _____			SHEET NUMBER: 1 OF 11

PROJ. NUMBER	18587.00
DESIGNER	W. L. LAM
CHECKED	W. L. LAM
DATE	
BY	
DATE	
SIGNATURE	
P.E. NUMBER	
DATE	

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
18587.00
MIN 18587.00 HIGHWAY PLANS

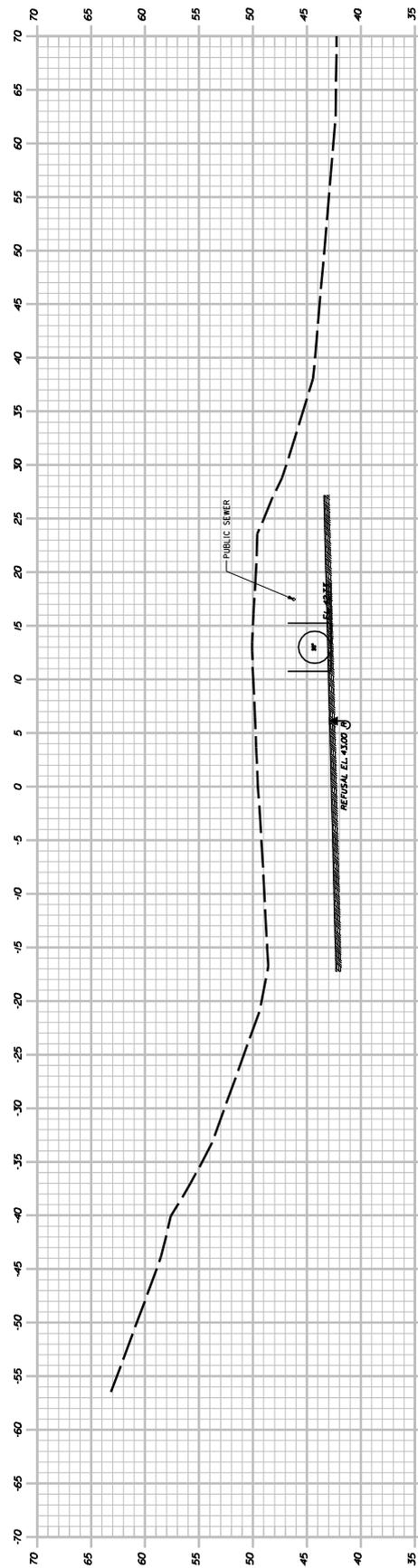


OUTFALL PROFILE

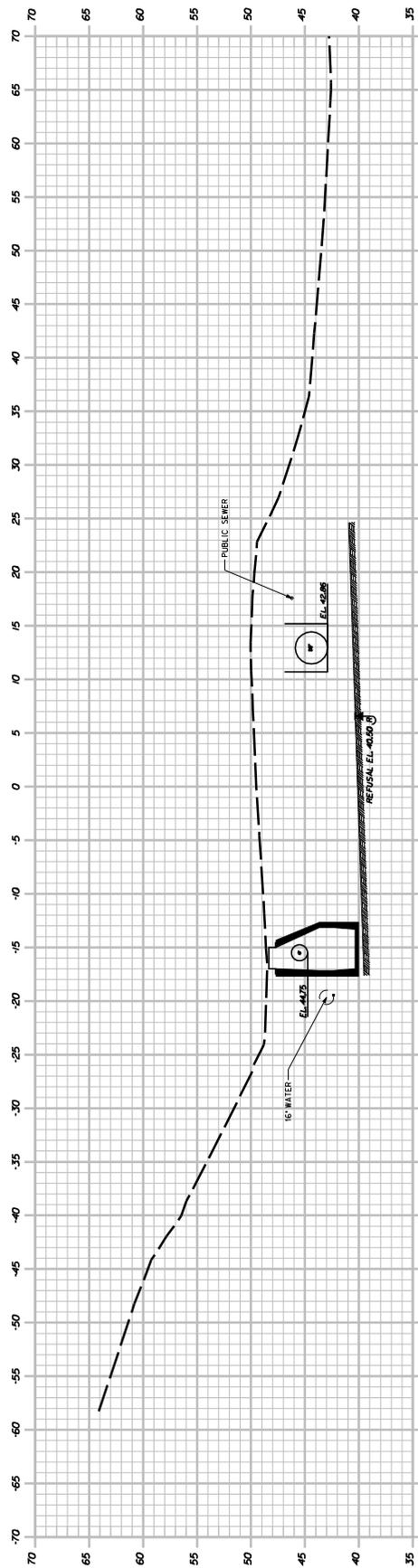
REVISIONS	DATE	BY
REVISIONS 4		
REVISIONS 3		
REVISIONS 2		
REVISIONS 1		
CHECKED	DATE	BY
DESIGN		
PROJECT NO.		
PROJECT NAME		
PROJECT LOCATION		
PROJECT NUMBER		
DATE		

CUMBERLAND
 ROUTE 88
 CROSS SECTIONS

Sta. 152+50.00 to Sta. 152+75.00



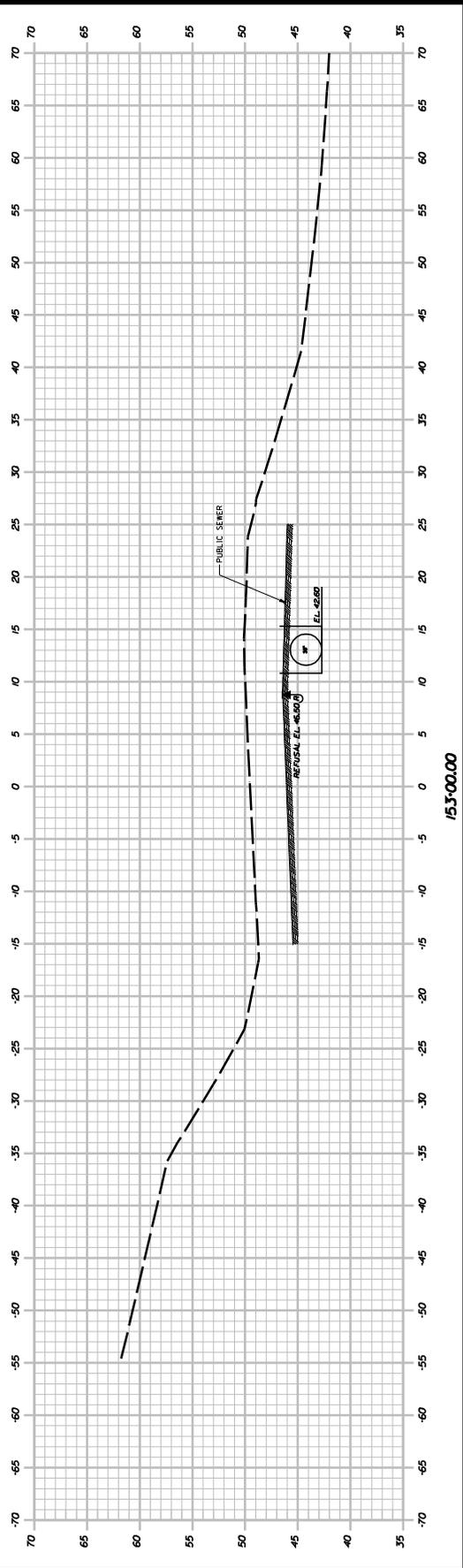
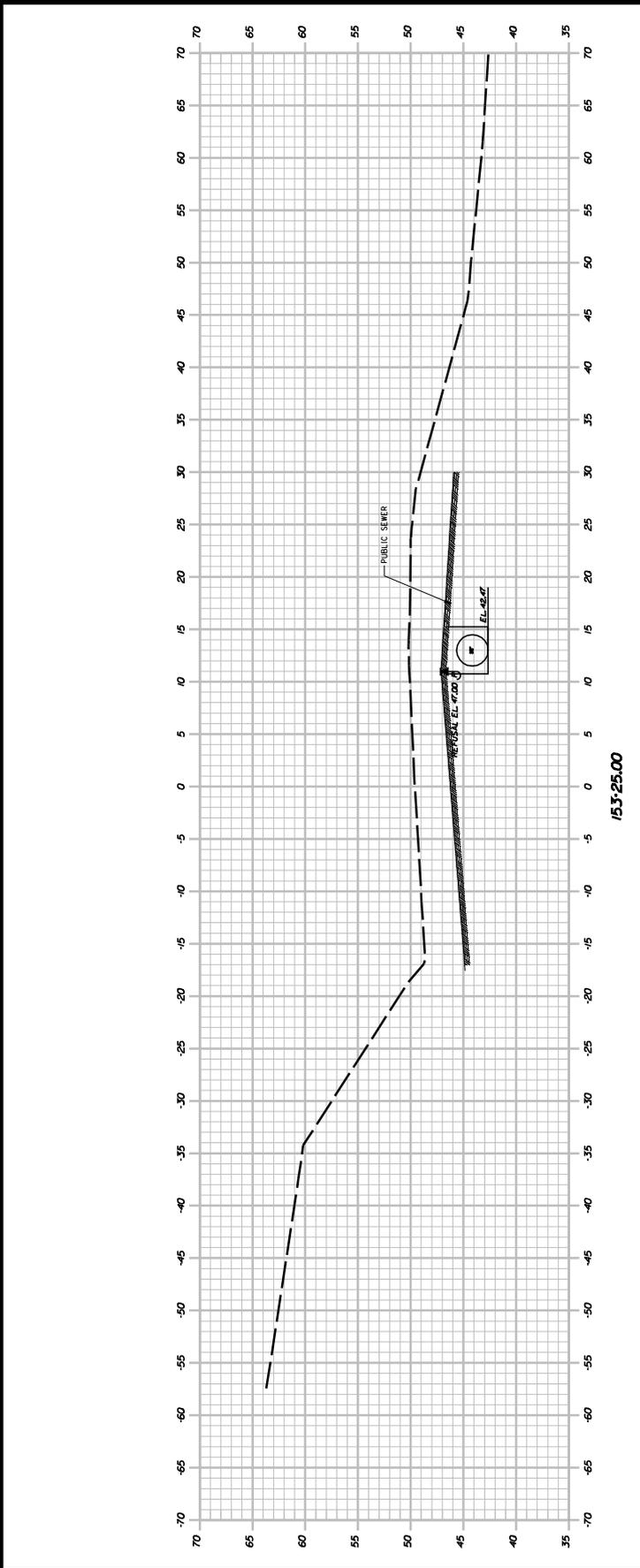
152+75.00



152+50.00

REVISIONS	DATE	BY
REVISIONS 4		
REVISIONS 3		
REVISIONS 2		
REVISIONS 1		
DESIGNER		
CHECKED		
PROJECT NO.		
PROJECT NAME		
SCALE		
DATE		

CUMBERLAND
ROUTE 88
CROSS SECTIONS

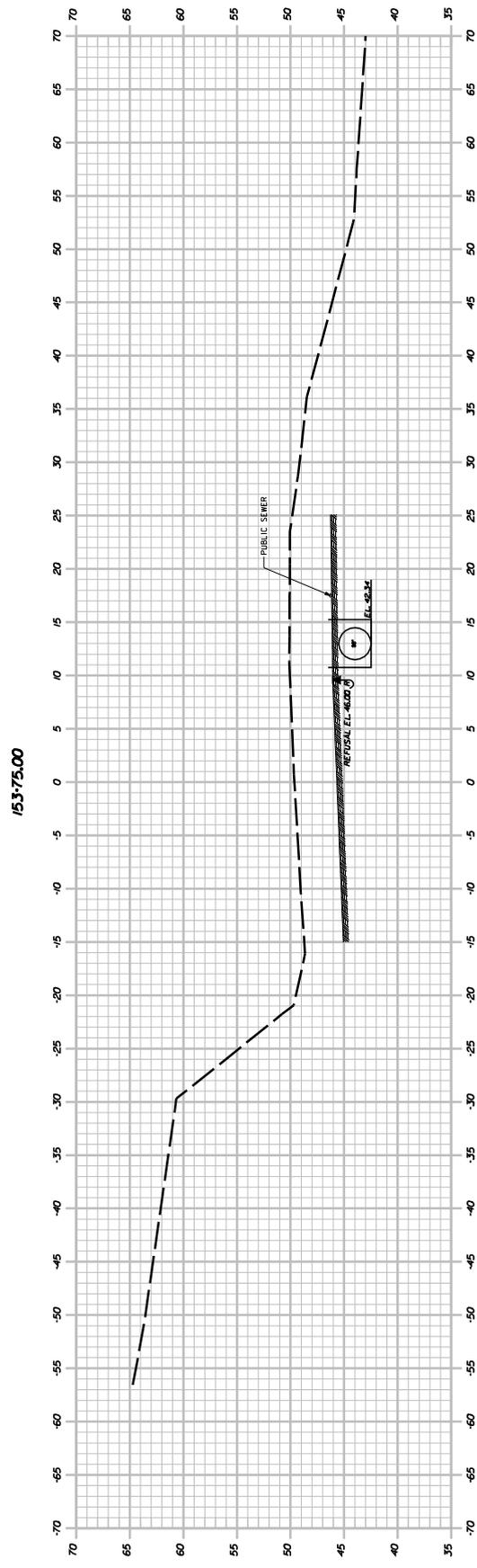
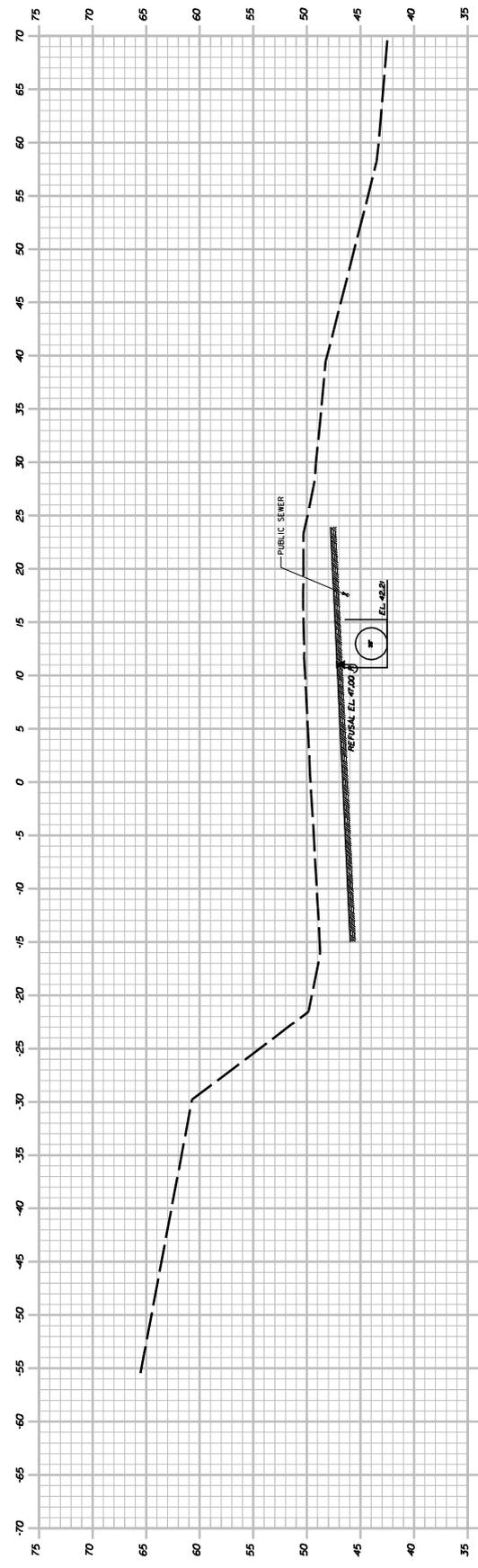


CUMBERLAND
ROUTE 88
CROSS SECTIONS

PROJECT NUMBER	153-50-008
DATE	11/19/2014
BY	RYAN HODGMAN
CHECKED BY	
DESIGNED BY	
REVISIONS	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	

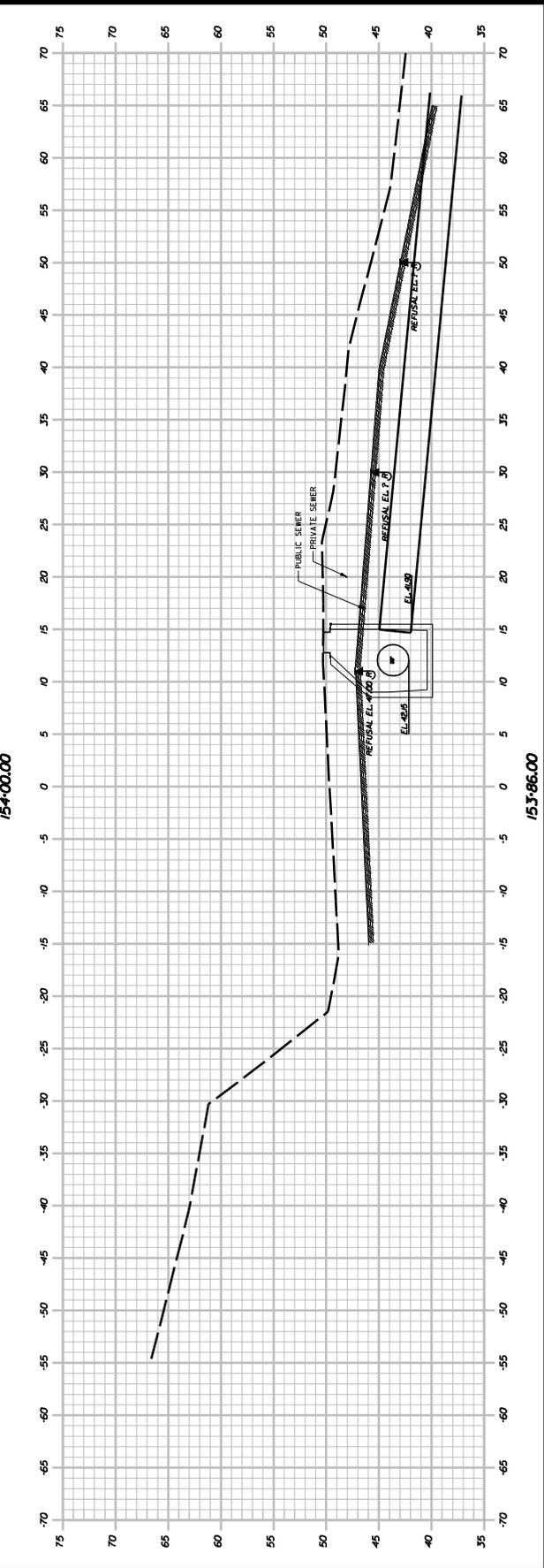
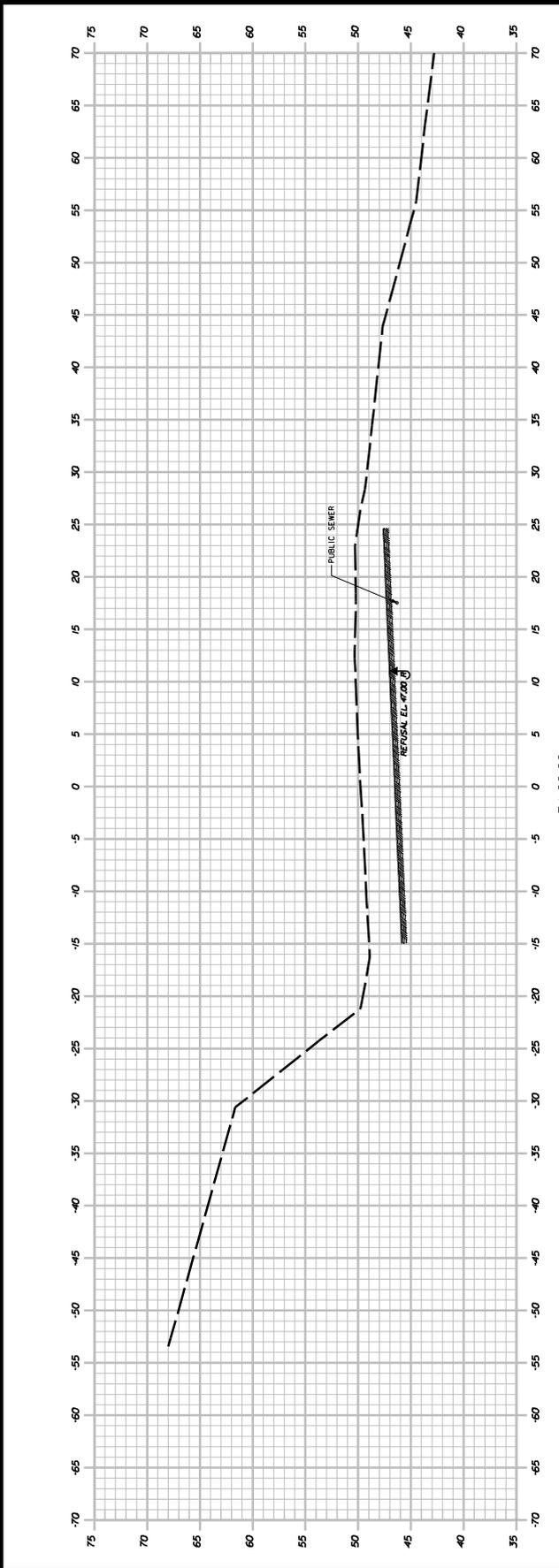
DATE	
P.L. NUMBER	
SIGNATURE	

STATE OF MAINE	18687.00
DEPARTMENT OF TRANSPORTATION	18687.00
HIGHWAY PLANS	WIN



PROJ. NUMBER	153-86.00
DESIGN TITLE	ROUTE 88
CHECKED BY	R. LILLY
DESIGNED BY	D. LOVELL
DATE	
SIGNATURE	
P.E. NUMBER	
DATE	

CUMBERLAND
ROUTE 88
CROSS SECTIONS



Sta. 153+86.00 to Sta. 154+00.00

GENERAL NOTES

The work shall consist of the removing an existing drainage system and installing a new drainage system and all required excavation, clearing, backfill, pea stone for blasting, grading, trucking, blasting mat placement, loam, seed, erosion control blanket, bricks, mortar and mobilization and demobilization and other incidentals in accordance with the plans and these specifications or as directed by the Resident. Work shall conform to the MaineDOT, Standard Specification, November 2014 Edition.

The Department will supply the catch basins, grates, frames, the Option I and Option III pipe. The Department will deliver these materials to the project site for the Contractor. The Contractor will be responsible for offloading the materials delivered by the Department. This shall be considered incidental to the Drainage Installation Crew item.

The Materials incorporated in the work shall be in accordance with these Specifications and as directed by the Resident.

Subbase Gravel	304.10 Aggregate Subbase Course – Gravel type D
Granular Borrow	703.19 Underwater Backfill
18” HDPE	Supplied by Maine DOT
24” HDPE	Supplied by Maine DOT
36” HDPE	Supplied by Maine DOT
Dirty Borrow	703.18 Common Borrow with peat allowed
Riprap	703.26 Plain Riprap

Materials not listed in the schedule of items will be procured by the Department. These materials will be trucked by the Contractor. The cost of trucking the materials shall be considered incidental to the Drainage Installation Crew item. The Contractor shall deliver truck slips to the Department for payment by invoice.

The Contractor shall supply aggregate subbase course – gravel, granular borrow, dirty borrow, rip rap, seeding, erosion control blanket and erosion control geotextile. The Contractor will be paid for the accepted quantity of these items at the contract unit price. Trucking of these items shall be considered incidental to the contract unit price per item.

Bidders must bid Section 1 and either Section 2 or Section 3. The total bid will be the total for Section 1 and either Section 2 or Section 3. For each section bid, Bidders must bid all items. . The basis for award will be the lowest responsive bid for total bid as determined by the Department.

The Drainage Installation Crew Alternate 1 item shall consist of catch basin and culvert pipe installation including common and unclassified excavation, cutting and removal of pavement, placing, grading, and compacting of any new gravel and/or fill material including any granular borrow needed for bedding and backfill, any connection and/or disconnection of sewer bypass

pipes, any clearing of brush and trees less than 12” in diameter, operators, grade foreman, laborers, equipment, trucking, mobilization, fuel, grease, oil and other incidentals necessary to operate the equipment and complete the Work.

The Structural Rock Excavation-Drainage and Minor Structures item in Alternate 1 shall consist of the drilling and blasting of ledge rock within the excavation limits in accordance with Standard Specification Section 206 as well as Section 203.042.6, excavation and disposal of the ledge rock. The quantity will be paid for at the contract unit price per cubic yard.

The Drainage Installation Crew Alternate 2 item shall consist of catch basin and culvert pipe installation including all excavation, cutting and removal of pavement, grading, and compacting of any new gravel and/or fill material including any granular borrow needed for bedding and backfill, any connection and/or disconnection of sewer bypass pipes, any clearing of brush and trees less than 12” in diameter, operators, grade foreman, laborers, equipment, trucking, mobilization, fuel, grease, oil and other incidentals necessary to operate the equipment and complete the Work. Any ledge encountered shall be considered incidental to this alternate.

The Department will supply all traffic control for the Contractor including flagging, temporary signals, signs, cones, message boards and barrels etc.

The Contractor will repair areas disturbed by blasting done in accordance with accepted industry practices and the planned scope of work as directed by the Resident. Any required pavement shall be supplied by others.

The Contractor and the Department will jointly coordinate with affected underground utilities.

The Contractor shall adhere to current MaineDOT Best Management Practices for Erosion and Sedimentation Control.

The Contractor shall minimize, to the extent practical for completing the Work, the construction limits as directed by the Resident.

All disturbed areas associated with the Work shall be restored to the existing condition prior to construction as directed by the Resident.

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
 Wage and Hour 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 ----- Cumberland Drainage Improvements

Location of Project -Cumberland, Cumberland County

2014 Fair Minimum Wage Rates

• **Highway & Earthwork Cumberland County**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$15.75	\$0.82	\$16.57	Ironworker - Structural	\$22.57	\$5.88	\$28.45
Backhoe Loader Operator	\$17.00	\$1.68	\$18.68	Laborers (Incl.Helpers & Tenders)	\$13.37	\$0.75	\$14.12
Boom Truck (Truck Crane) Operator	\$25.00	\$15.46	\$40.46	Laborer - Skilled	\$15.84	\$2.19	\$18.03
Bulldozer Operator	\$18.00	\$2.93	\$20.93	Loader Operator - Front-End	\$16.50	\$2.53	\$19.03
Carpenter	\$18.50	\$1.49	\$19.99	Mechanic- Maintenance	\$19.25	\$2.37	\$21.62
Carpenter - Rough	\$17.00	\$1.85	\$18.85	Painter	\$14.50	\$0.00	\$14.50
Cement Mason/Finisher	\$17.05	\$0.43	\$17.48	Paver Operator	\$16.25	\$1.07	\$17.32
Concrete Pump Operator	\$20.50	\$3.53	\$24.03	Pipelayer	\$35.72	\$21.35	\$57.07
Crane Operator =>15 Tons)	\$23.25	\$6.45	\$29.70	Pump Installer	\$21.00	\$2.77	\$23.77
Crusher Plant Operator	\$18.50	\$4.06	\$22.56	Reclaimer Operator	\$20.00	\$10.84	\$30.84
Diver	\$25.00	\$3.07	\$28.07	Roller Operator - Earth	\$19.36	\$22.45	\$41.81
Driller - Rock	\$18.00	\$5.01	\$23.01	Roller Operator - Pavement	\$16.00	\$1.34	\$17.34
Driller - Well	\$14.00	\$3.20	\$17.20	Roofer	\$16.00	\$1.40	\$17.40
Electrician - Licensed	\$24.50	\$5.86	\$30.36	Screed/Wheelman	\$18.00	\$1.73	\$19.73
Excavator Operator	\$18.50	\$2.14	\$20.64	Truck Driver - Light	\$15.50	\$3.03	\$18.53
Fence Setter	\$12.00	\$0.00	\$12.00	Truck Driver - Medium	\$15.00	\$0.57	\$15.57
Flagger	\$10.00	\$0.00	\$10.00	Truck Driver - Heavy	\$15.00	\$1.40	\$16.40
Grader/Scrapper Operator	\$16.25	\$2.60	\$18.85	Truck Driver - Tractor Trailer	\$16.50	\$0.84	\$17.34
Highway Worker/Guardrail Installer	\$14.21	\$1.34	\$15.55	Truck Driver - Mixer (Cement)	\$11.42	\$2.90	\$14.32
Hot Top Plant Operator	\$21.75	\$10.34	\$32.09				

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.

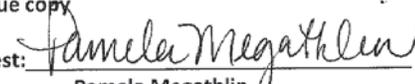
Welders are classified in the trade to which the welding is incidental.

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-108-2014
 Filing Date: November 14, 2014
 Expiration Date: 12-31-2014

A true copy
 Attest: 
 Pamela Megathlin
 Director
 Bureau of Labor Standards

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 PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the resident of any issues. The Contractor shall plan and conduct his work accordingly.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Utilities have been notified and will be furnished a project specification.

Overview:

Utility/Railroad	Aboveground	Underground
Central Maine Power	X	X
Time Warner Cable	X	
Fair Point	X	
Portland Water District		X
Portland Wastewater		X

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

The Contractor shall not excavate around any pole, guy anchor or street light to a depth that compromises the stability of the pole.

AERIAL

No Aerial Utility adjustments are anticipated as part of this project. All above ground utility locations (hydrants, poles, guys, etc.) will be reviewed for compliance with the Department's Above Ground Pole Policy following the completion of the paving operation. Any above ground utility locations not meeting the Department's Above Ground Pole Policy will require relocation to the proper offset.

Utilities have aerial wires running along and crossings over Route 88. These wires do not appear to be issue given the project scope. No relocation or involvement of any kind is anticipated by the aerial utilities as part of the work but the Contractor should inspect these locations, prior to bid, and be aware of these lines when preparing their bid and using machines that are over legal heights.

The Contractor shall not excavate around any pole, guy anchor or street light to a depth that compromises the stability of the pole. CMP will hold the poles if needed for underdrain work. The contact for CMP is Skip McKay at 626-9445.

SUBSURFACE

There are three underground utilities that run throughout the project. These consist of water, and two forced sewer lines. The Contractor shall, through the digsafe process, determine where these utilities currently exist prior to staking for base locations.

Once locations of the future structure bases are determined the Contractor may have to work in close proximity to these utilities. Payment for coordinating with, and working around any utility will be considered incidental to drainage items. It is the intent of the department to make field changes, as much as possible, so not to impact existing utilities. The Contractor should expect some delays when in these areas and extra time should be allowed. No additional money will be granted for redesign or Contractor delays. The Contractor shall plan and schedule his work in such a manner that the utilities that are located on this project will not be harmed, damaged or impacted in any way. The Contractor and Utility will coordinate and communicate their work plans in an effort not to interfere with each other's progress or the completion of the project. This work will be done by the Contractors Superintendent and the Utility contact listed below.

The **Portland Water District** has a water main on the westerly side of Route 88 where 3 new catch basins will be installed. It is the intent of the Department not to relocate this water main and to locate the new basins in a way not to impact this water main or its service. Where these basins are relatively shallow if ledge or rock is encountered care must be used to remove rock so not to harm the pipe. The Contractor will be responsible to coordinate with the District and notify them in advance on when they will be in close proximity to their water main and any damage cause during construction. The contact person for the **Portland Water District** is Christian Rodriguez at 774-5961.

The **Town of Cumberland** has underground facilities in the form of a forced sewer main in the easterly shoulder of the project. This line is very shallow and will be in close proximity to the proposed drainage run shown on the plans. This line is managed by the Portland Wastewater and the contractor will need to work closely with them during the blasting process. The contractor shall contact the District for location and marking of the facilities. The Contractor will need to uncover the 4" forced main on either end of the blasting area. Once uncovered, the PWD will supply fittings and temporary pipe to run this line above ground so not to disrupt flow of waist during blasting and drainage installation. The Contractor will install this line as directed by the PWD. After drainage is installed the contractor will reinstall the forced main underground parallel to the new drainage and reconnect. The work related to this will be considered incidental to the Drainage Installation Crew item. This will be for all excavation, trench protection, backfill, bedding, compaction and labor. All materials will be supplied by Portland Wastewater. The contact persons shall be Tom Hume at 774-5961.

The **Town of Cumberland** allowed a 2" PCV private sewer forced main to be constructed within the State ROW. This line runs in the same location as the above mentioned line. This line will be treated the same way as the above mentioned sewer line operated by the Portland Wastewater. Contractor will do all work related to a temporary by-pass and permanent replacement line, for this 2" line, as described above and will also be incidental to the Drainage Installation Crew item. Only difference will be all materials for this line will be supplied by the Department. The MaineDOT Resident will be the contact for this work.

UTILITY SIGNING

The Contractor shall make sure any utility working within the construction limits of this project, shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 -761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per section 757 of the above act.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System. The contractor is also reminded that all utilities on the project may not be members of Dig Safe.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

The following utilities are known to be located on this project:

<u>Utility Companies</u>	<u>Utility Contact</u>	<u>Phone</u>
Central Maine Power Co.	Gary Hawkes	318-6995
Town of Cumberland (sanitary sewer)	Tom Hume	774-5961
Fair Point Communications	Marty Pease	797-1119
Time Warner Cable	Mark Pelletier	253-2324
Portland Water District	Christian Rodriguez	774-5961

**SPECIAL PROVISION
SECTION 107
Time
(Contract Time)**

The contractor may commence work at any time as long as the contract has been awarded and all plans and submittals have been submitted and approved.

Once work on this project begins, it shall be continuous until complete.

The completion date for this contract is April 1, 2015.

The Work shall be in accordance with Section 107.3 of the MaineDOT Standard Specifications, November 2014 Edition.

The contractor shall coordinate with Ryan Hodgman, State Projects Construction Superintendent at 207-592-7382 in order to coordinate the work in conjunction with work being done by State forces and other Contractors.

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description and Location of Work or Service
- Quantities at the Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. 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.

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 execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. 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 require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,

- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Failure to provide the Department the opportunity to inspect the Work,
- J. Substantial evidence that the Project cannot be completed for the unpaid balance,
- K. Substantial evidence that the amount due the Department will exceed the unpaid balance,
- L. All other causes that the Department reasonably determines negatively affect the State's interest.

The Contractor shall deliver the Materials Certification, as applicable, to the Department within 30 Days of the date of the notification that the Physical Work is Complete. Within 75 Days of the receipt of these documents, the Department will advise the Contractor in writing of the Final Quantities and any damages to be assessed for the Project. The Contractor shall resolve any Project issues that remain and provide the All Bills Paid and Request for Final Payment Letters to the Department within 30 Days. Completion occurs when the Contractor has finished all Work pursuant to the Contract, including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work. The Department will make Final Payment, including the release of all remaining retainage following Completion, when the Work is complete and has undergone a successful final inspection and all documentation is complete.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Work location, WIN (if applicable) and/or Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract Agreement, Offer and Award form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.4 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

A copy of the Contractor's Health and Safety Plan must be on file with the Department to be awarded a Construction Contract. If a copy of the Contractor's Health and Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit a compliant copy of the Contractor's Health Safety Plan to the Department's Bureau of Maintenance & Operations in an electronic media format prior to Contract award. The Contractor's Health and 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. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and this Section 105.2 - Health and Safety. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

Delete the entire section 105.3 and replace with the following:

105.3 Traffic Control and Management The Department will provide traffic control.

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 (or the entire section 107) 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 109
CHANGES

109.1.2 Substantial Changes to Major Items Change the first sentence from "If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 25%" to read "If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 50%".

**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.)

- **A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. Attendees shall include the Environmental Coordinator, the preparer of the SEWPCP, the Construction Manager, and a representative from the Department's ENV Water Resources Unit.**
- 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.
- 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.
- 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 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.
- 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.

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

- **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.
- If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section III.E.1. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them.
- Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
- Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

NRPA PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act-Permit by Rule Standards, Chapter 305)

PLEASE TYPE OR PRINT IN **BLACK INK ONLY**

Name of Applicant: (owner)	Maine Department of Transportation	Name of Agent:	John Maclaine		
Applicant Mailing Address:	16 State House Station	Agent Phone # (include area code):	(207)446-6762		
Town/City:	Augusta	PROJECT Information Name of Town/City:	Cumberland		
State and Zip code:	ME, 04333-0016	Name of Wetland or Waterbody:	Casco Bay		
Daytime Phone # (include area code):	(207)624-3100	Map #:	R2	Lot #:	17
Detailed Directions to Site:	301 Foreside Road, Cumberland				
From Portland, take Route 1 to Route 88 (Foreside Road). Follow Foreside Road to Cumberland					
Foreside. Property is located on right		UTM Northing: (if known)		UTM Easting: (if known)	
Description of Project:	Reroute drainage from ditches to new catch basins with sumps and new outfall as a result of system and slope failure. Outfall will outlet approximately 38 feet from HAT and will be stabilized with riprap. All activities to be performed are located above H.A.T. line. A waiver from 25 foot vegetated buffer is requested				
Part of a larger project? (check one) →	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check one) →	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check one → This project	<input type="checkbox"/> does (or) <input checked="" type="checkbox"/> does not involve work below mean low water (average low water).

NRPA PERMIT BY RULE (PBR) SECTIONS: (Check at least one)

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, **have read** and will comply with all of the standards in the Sections checked below.

- | | | |
|---|---|--|
| <input type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input checked="" type="checkbox"/> Sec. (11) State Transportation Facil. | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Activities in/on/over significant vernal pool habitat |
| <input type="checkbox"/> Sec. (5) REPEALED | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities located in/on/over high or moderate value inland water-fowl & wading bird habitat or shore-bird feeding & roosting areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (14) REPEALED | |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects | |
| <input type="checkbox"/> Sec. (9) Utility Crossing | | |

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:

- Attach** a check for the correct fee, payable to: "Treasurer, State of Maine". The current fee for NRPA PBR Notifications can be found at the Department's website: <http://www.maine.gov/dep/feesched.pdf>
- Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach** Proof of Legal Name if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>). Individuals and municipalities are **not** required to provide any proof of identity.
- Attach** photos of the proposed site where activity will take place as required in PBR Sections checked above.
- Attach** all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:		Date:	10/24/14
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Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP 17 STATE HOUSE STATION AUGUSTA, ME 04333-0017 (207)287-3901	PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300	BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570	PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477
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OFFICE USE ONLY	Ck.#	Date	Staff	Staff	After Photos
PBR # 59015	FP	10/24/2014	JH	JH	
			Acc. Date 11/19/2014	Def. Date 11/6/14	

11/19/2014

11/6/14