

**PRE-ENGINEERED COLD STORAGE
BUILDINGS**

**20097.00 EDGECOMB
20100.00 KNOX
20109.00 SKOWHEGAN**

2014

MAINTENANCE & OPERATIONS

STATE PROJECT

Updated 1/19/12

STATE PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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 Offer, Agreement & Award form **FOR EACH CONTRACT BID**, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. If a paper Bid is to be sent, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

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, 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

For security and other reasons, all Bid Packages which are mailed, 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

PIN:

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

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

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 Pre-Engineered Cold Storage Buildings in the towns of Edgecomb, Knox & Skowhegan" 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 April 2, 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 20097.00, 20100.00, 20109.00

Location:

Project 20097.00 is located on the MaineDOT maintenance lot at 56 U.S. Route 1, Edgecomb, Lincoln County
Project 20100.00 is located on the MaineDOT maintenance lot at 516 Belfast Road, Knox, Waldo County
Project 20109.00 is located on the MaineDOT maintenance lot on Route 2, 1.8 mile east of junction of Route 150 Skowhegan, Somerset County

Outline of Work: Fabrication and construction of Pre-Engineered Cold Storage Buildings and other incidental work.

Prospective bidders may view the sites. Please Contact Jamie Andrews at 207-446-1768 in order to schedule an appointment.

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 **Jamie Andrews** at (207)624-3431. 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/>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices in Augusta and Dixfield. 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.

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

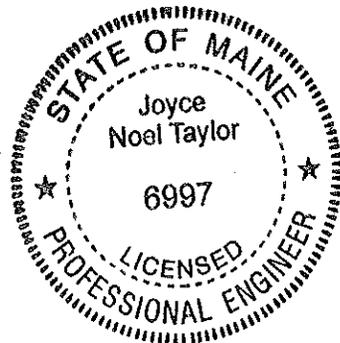
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, 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
March 12, 2014



A handwritten signature in black ink that reads "Joyce Noel Taylor".

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

**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)

20097.00 Edgecomb
20100.00 Knox
20109.00 Skowhegan
Cold Storage Buildings
February 11, 2014

CONTRACT AGREEMENT, OFFER & AWARD

(Bidding Instructions)

Fill out and sign two copies of the completed Contract Offer, Agreement & Award form for each building contract bid. **Each building has its own Contract Agreement, Offer & Award form.**

A Bidder is not required to bid all buildings. Bidders may bid one or more buildings.

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 20097.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Edgecomb**, County of **Lincoln**, State of 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 **October 31, 2014**. 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 Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 20097.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Edgecomb** and that the amount of this offer is

\$_____.

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 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 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, and Contract Agreement contained herein for construction of **WIN 20097.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Edgecomb**, County of **Lincoln**, 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".

The Offeror agrees to perform the work required at the price specified above and 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, 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, including Section 109.

Second: 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.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rick Dubois

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

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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.

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C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 20097.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Edgecomb** and that the amount of this offer is

\$_____.

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 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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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 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.
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The Offeror agrees to perform the work required at the price specified above and 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.

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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)

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Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

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Witness

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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 20100.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Knox**, County of **Waldo**, State of 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 **July 15, 2014**. 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 Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract Contract for **WIN 20100.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Knox** and that the amount of this offer is

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\$_____.

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 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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(Contractor)

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Second: 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.

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.

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(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 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan**, County of **Somerset**, State of 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 **August 15, 2014**. 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 Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan** and that the amount of this offer is

\$_____.

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 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 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, and Contract Agreement contained herein for construction of **WIN 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan**, County of **Somerset**, 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”.

The Offeror agrees to perform the work required at the price specified above and 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, 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, including Section 109.

Second: 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.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rick Dubois

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 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan**, County of **Somerset**, State of 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 **August 15, 2014**. 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 Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price

The LUMP SUM Bid Price will be used as the basis for determining the amounts of the Contract for **WIN 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan** and that the amount of this offer is

\$_____.

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 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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 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, and Contract Agreement contained herein for construction of **WIN 20109.00** for **Pre-Engineered Cold Storage Buildings** in the Town of **Skowhegan**, County of **Somerset**, 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”.

The Offeror agrees to perform the work required at the price specified above and 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, 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, including Section 109.

Second: 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.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rick Dubois

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.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ **(Print Name Here)**
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: David Bernhardt, Commissioner

(Witness)

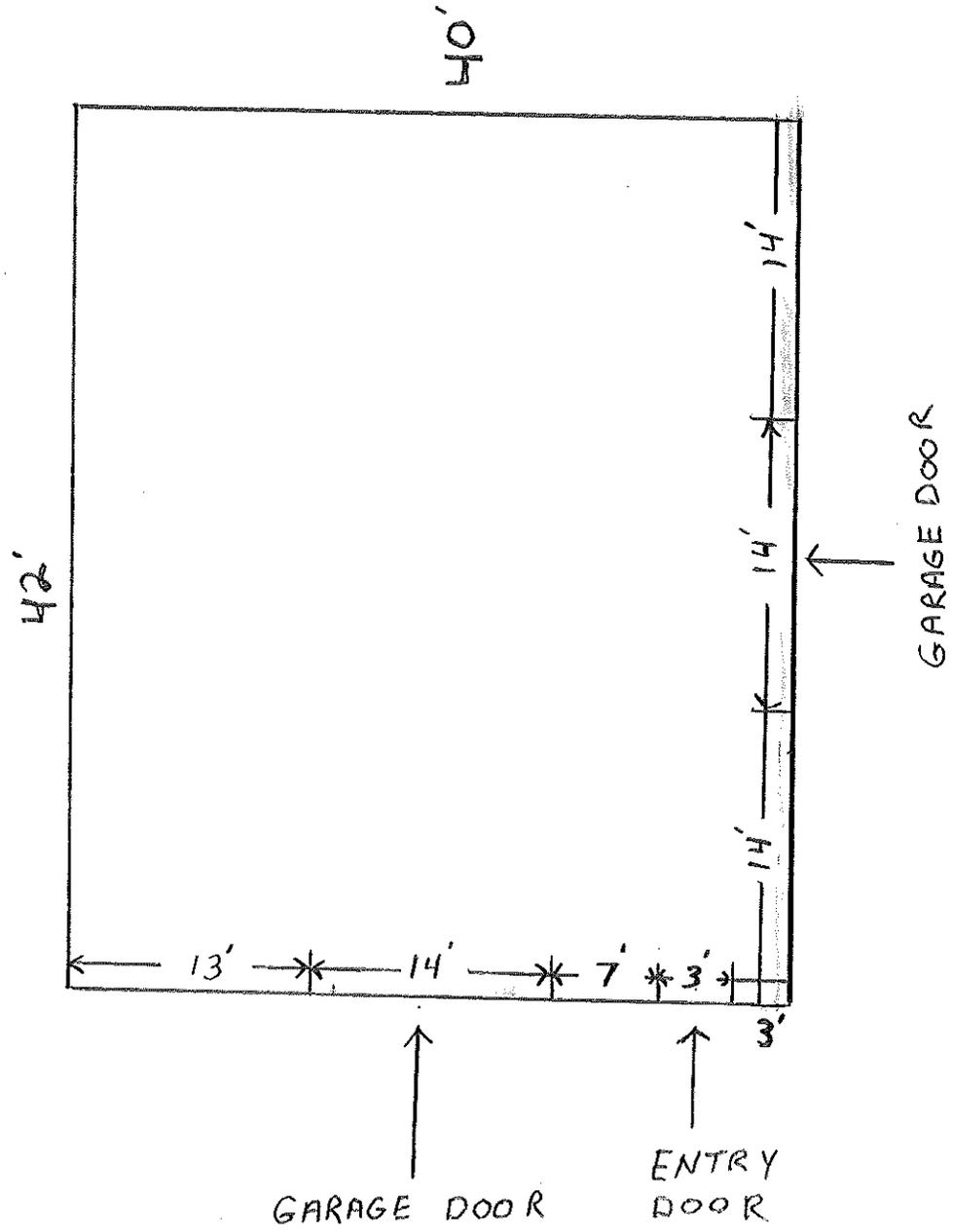
NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

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).]

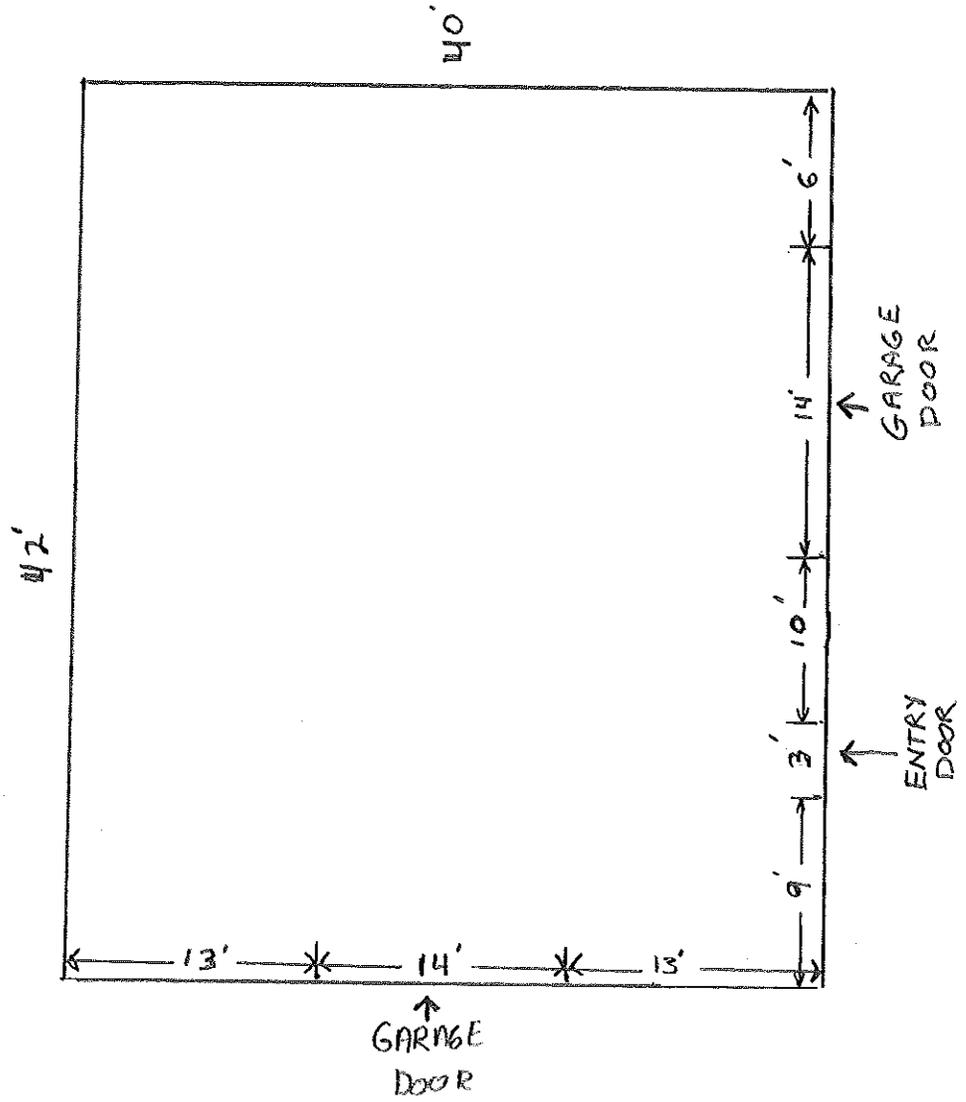
EDGECOMB COLD STORAGE BUILDING. 42' BY 40' BUILDING WITH 16'HIGH CEILINGS.

2- 14' BY 14' GARAGE DOORS WITH NO GLASS. 1- 3'-0" BY 6'-8" STEEL ENTRY DOOR



KNOX COLD STORAGE BUILDING. 42' BY 40' BUILDING WITH 16' HIGH CEILINGS.

2- 14' BY 14' GARAGE DOORS WITH NO GLASS. 1- 3'-0" BY 6'-8" STEEL ENTRY DOOR

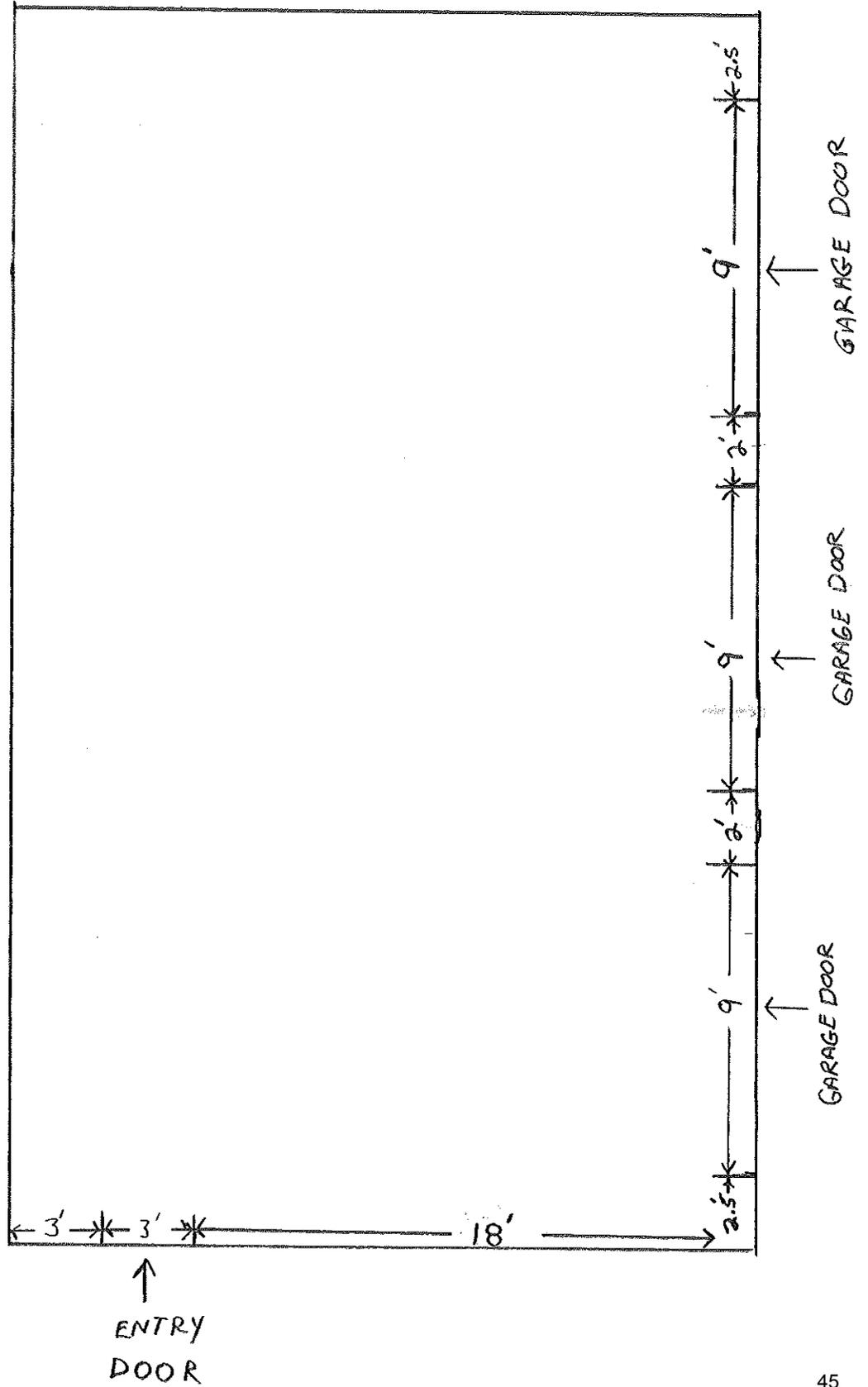


SKOWHEGAN COLD STORAGE BUILDING. 24' BY 36' BUILDING WITH 12' HIGH CEILINGS.

3- 9' BY 10' GARAGE DOORS WITH NO GLASS. 1- 3'-0" BY 6'-8" STEEL ENTRY DOOR

36'

24'



20097.00 Edgecomb
20100.00 Knox
20109.00 Skowhegan
Cold Storage Buildings
February 11, 2014

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Basis of Award)

A Bidder is not required to bid all buildings. Bidders may bid one or more buildings.

A separate contract will be awarded for each building. For each building contract, the apparent low bidder will be the bidder that submits the lowest, apparently responsive, Bid for that one building.

20097.00 Edgecomb
20100.00 Knox
20109.00 Skowhegan
Cold Storage Buildings
February 11, 2014

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 Delete the entire section 104.3.8B.

SPECIAL PROVISION
SECTION 104.5.5
GENERAL RIGHTS AND RESPONSIBILITIES
Prompt Payment of Subcontractors

104.5.5

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

B. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

C. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

20097.00 Edgecomb
20100.00 Knox
20109.00 Skowhegan
Pre-engineered Cold Storage Buildings
February 3, 2014

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Provision of Water and Power)

Add the following:

The contractor shall be responsible for portable toilets and drinking water for their crew, but may use on site water for concrete curing.

The contractor will have access to power through the use of extension cords to the Departments camp.

Town: Knox
PIN #: 20100.00
Date: 2/27/14

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

- I. All clearing if required, must be completed before October 1.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Environmental Requirements)

- I.** Construction of new Cold Storage Building must begin and be completed between the dates of September 1 – February 28 to avoid conflict with nearby Bald Eagle nest.
- II.** All clearing if required, must be completed before October 1.

Town: Skowhegan

PIN #: 20109.00

Date: 2/27/14

SPECIAL PROVISION

SECTION 105

General Scope of Work
(Environmental Requirements)

- I. All clearing if required, must be completed before October 1.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is October 31, 2014.

The contractor may begin work at any time after September 1, 2014 as long as the contract has been awarded and the Soil Erosion plan has been approved and all required plans/submittals have been received and approved by the Department.

There will be no work allowed on Sundays or Holidays.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. The Department will make Final Payment, including the release of all remaining retainage when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation, including Closeout Documentation, is complete and accepted. Completion does not mean substantial Completion.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is July 15th, 2014.

The contractor may begin work at any time after May 15th as long as the contract has been awarded and the Soil Erosion plan has been approved and all required plans/submittals have been received and approved by the Department.

There will be no work allowed on Sundays or Holidays.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. The Department will make Final Payment, including the release of all remaining retainage when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation, including Closeout Documentation, is complete and accepted. Completion does not mean substantial Completion.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is September 15th, 2014.

The contractor may begin work at any time after July 1st as long as the contract has been awarded and the Soil Erosion plan has been approved and all required plans/submittals have been received and approved by the Department.

There will be no work allowed on Sundays or Holidays.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. The Department will make Final Payment, including the release of all remaining retainage when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation, including Closeout Documentation, is complete and accepted. Completion does not mean substantial Completion.

20097.00 Edgecomb
20100.00 Knox
20109.00 Skowhegan
Cold Storage Buildings
January 30, 2014

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

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 include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and Location of Service
- Quantities at the Prices contained in the Contractor's Bid
- Percent complete of each Item priced at the Unit cost for each Item at the Unit 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. 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.

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.

SPECIAL PROVISION
SECTION 502
CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.1 Summary

This work shall consist of furnishing and constructing all cast-in-place Portland Cement Concrete as shown on the contract drawings and as required to complete the work. This work includes all steel reinforcement, form work, anchor bolts, sleeves and any other accessories necessary to complete the work. All concrete mixes must be batched and designed in accordance with this specification and the approved design.

1.2 References

All work shall comply with the applicable provisions of the following codes:

- A. American Concrete Institute ACI-318-08 “Building Code Requirements for Structural Concrete and Commentary”
- B. American Concrete Institute ACI-301-10 “Specifications for Structural Concrete”.
- C. Concrete-Reinforcing Steel Institute CRSI Handbook, 10th Edition.
- D. ASTM C94 Standard Specification for Ready-Mixed Concrete.

1.3 Submittals

At least 30 days prior to the first placement, a concrete mix design shall be submitted by the contractor to the Department for approval. No concrete shall be placed on the project until the concrete mix design has been approved by the Department. The mix design submitted by the contractor to the Department shall include the following information:

- A. Description of individual coarse aggregate stockpiles, original source, bulk specific gravity, absorption and gradation. A combined coarse aggregate blended gradation shall be provided.
- B. Description of fine aggregate, original source, bulk specific gravity, absorption, colorimetric, gradation, and Fineness Modulus (F.M.).
- C. Description and amount of cement.
- D. Target water-cement ration.
- E. Target water content by volume.
- F. Target strength.
- G. Target air content, slump and concrete temperature
- H. Target concrete unit weight.
- I. Type and dosages of air entraining and chemical admixtures.

Approval by the Department will be contingent upon the ability of the mix design proportions to produce the concrete strength requirement and other factors that may affect durability.

The Contractor shall provide the Department with at least two copies of shop drawing for all reinforcing steel and other accessories to be cast-in-place. Shop drawings shall be submitted at least 30 days in advance of concrete placement and shall be reviewed by the Department prior to placement.

1.4 Testing

Concrete acceptance testing will be performed by the Department. The Department will determine the acceptability of the concrete through a quality assurance program. Quality assurance tests will include compressive strength and air content. Concrete sampling for quality assurance tests will be taken at the discharge end of the pump line.

Compressive strength tests will be completed by the Department in accordance with AASHTO T22 at 28 days, except that no slump will be taken. The test average of two concrete cylinders will determine the compressive strength.

Testing for entrained air in concrete shall be in accordance with AASHTO T152.

Concrete not meeting the standards implied in these specifications or as indicated on the Plans shall be removed and replaced by the Contractor and no cost to the Department.

1.5 Quality Assurance

Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment. Measuring and batching of materials shall be performed at a Department approved batching plant.

Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of CRSI Chapter 3, Section 2.5 Class 1, Section 2.6 Class 1A or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Department. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Department at least 48 hours prior to the placement, when reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

PART 2 – PRODUCTS

2.1 Concrete

A. Materials shall meet the requirements specified in the following sections of Division 700 Materials of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002.”

1. Portland Cement and Portland Pozzolan Cement	701.01
2. Water	701.02
3. Air Entraining Admixtures	701.03
4. Water Reducing Admixture	701.04
5. Water Reducing, High Range Admixture	701.0401
6. Set Retarding Admixtures	701.05
7. Curing Materials	701.06
8. Water Stops	701.07
9. Smoothed Surface Asphalt Roll Roofing (Formerly	701.08
10. Heavy Roofing Felt)	
11. Fly Ash	701.10
12. Calcium Nitrate Solution	701.11
13. Silica Fume	701.12
14. Ground Granulated Blast Furnace Slag	701.13
15. Fine Aggregate for Concrete	703.01
16. Course Aggregate for Concrete	703.02
17. Alkali Silica Reactive Aggregates	703.0201
18. Prefomed Expansion Joint Filler	705.01

B. Cement

Cement shall be Portland cement conforming to ASTM C-150 for type I, II or III as specified.

C. Aggregates

1. Concrete aggregate shall conform to ASTM Specification C-33. All aggregates shall be free from frozen materials and other impurities.
2. Fine aggregates shall be clean sand free from clay, loam and other deleterious substances.
3. Coarse aggregate shall be durable, clean, crushed stone or gravel, free from clay, loam and other deleterious substances.

D. Water

Water shall be clean and potable containing no deleterious impurities which may be harmful to concrete or accessories.

E. Admixtures

Prohibited admixture: Calcium chloride, thiocyanates or admixture containing more than 0.05% chloride ions are not permitted.

All admixtures products shall be listed on the Maine DOT Qualified Products List. (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

Certification: Written conformance to the above mentioned requirements and the chloride ion content of the admixture will be required from the admixture manufacturer prior to mix design review by the Department.

2.2 Steel

Reinforcing steel shall conform to ASTM A-615 and be of an approved manufacturer. All bars shall be new, Grade 60 and shall be at the sizes shown on the drawings.

All reinforcing steel shall meet the requirements of Reinforcing Steel, Section 709.01 of the "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002"

Steel accessories shall be at the sizes and types as shown on the Drawings unless otherwise specified and shall include all spaces, chairs, ties and other devices for properly spacing, supporting and fastening reinforcement in place. Anchor bolts shall be F1554, Grade 36 or better and of the sizes and types shown on the Drawings.

2.3 Accessories

Non-shrink Grout shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

2.4 Joint Sealants

Joint filler shall be listed on the Maine DOT Qualified Products List (<http://www.maine.gov/mdot/tr/qpl/index.htm>)

PART 3 – EXECUTION

3.1 Concrete Proportioning

Concrete shall conform to the following requirements:

Min. Strength 28 Day-psi	Max. Size Coarse Agg.	% Air (1%)	Min-Max Slump	Min Chem. Fac.	Max W/C
4350	3/4	5-7.5*	2-4**	611 #/CY	0.45

*Target Air is 6% with-1% ; + 1.5% Range

**Min-Max slump is before the addition of water reducing admixtures.

Coarse aggregate for concrete shall meet the requirements of Section 703.02 for Class “A” or “AA”.

3.2 Formwork

All construction form work shall be of sufficient strength and construction to safely withstand the loads imposed, conforming to ACI 347. Forms shall be suitably tied and/or bolted together to maintain the specified dimensions. 3/4 –inch chamfer strips shall be placed at all exposed corners unless otherwise specified. Forms shall be built to conform to the dimensions, location, contours and details shown on the Plans. The faces of forms against which the concrete is to be placed shall be dressed smooth and uniform and shall be free from winds, twists, buckles and other irregularities.

Materials – Forms shall be smooth, treated plywood or steel. Plywood forms shall be coated with form oil and steel forms shall be coated with water or other approved substances to facilitate removal. Only non-staining substances shall be used.

All foreign matter within the forms shall be removed before depositing concrete in them.

All forms shall be inspected and approved by the Department prior to placing any concrete within them.

Build into the forms all collars or sleeves required for piping and wiring, and any anchors and inserts as shown on the Drawings.

Forms shall be left in place until the concrete has developed 80 percent of the design strength, and proven by a break of two cylinders. The formwork may be removed 48 hours after the completion of the concrete placement with the approval of the Department and when the following conditions are met:

- A. Immediately after the forms are removed, defects in the concrete surface shall be repaired in accordance with section 502.13 of the “State of Maine, Department of Transportation,

Standard Specifications, Revision of December 2002” and the repaired area is thoroughly dampened with water. The surfaces of exposed concrete shall be cured for the remainder of the 7-day curing period by the application of a product listed on the Maine Department of Transportation Prequalified list of curing compounds. The curing compound shall be applied continuously by an approved pressure spraying or distributing equipment at a rate necessary to obtain an even, continuous membrane, meeting the manufacturer’s recommendation but at a rate of not less than 0.21/m² [1 gal/200ft²] of surface. Other methods of curing concrete may be used with the prior approval of the Department.

- B. Forms and false work, including blocks and bracing, shall not be removed without the consent of the Department. The Department’s consent shall not relieve the Contractor of responsibility for the safety of the work. In no case shall any portion of the wood forms be left in the concrete. As the forms are removed, all projection metal devices that have been used for holding the forms in place shall be removed in accordance with Section 502.10 and the holes shall be filled as required in Section 502.13 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”.

Forms shall be removed so as not to damage the concrete.

3.3 Placing Concrete

Placing of all concrete shall be done in accordance with Section 502.11 of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”.

All concrete shall be placed before it has taken its initial set, in any case, as specified in Section 502.11. Concrete shall be placed in horizontal layers in such a manner as to avoid separation and segregation. A sufficient number of workers for the proper handling, tamping and operation of vibrators shall be provided to compact each layer before the succeeding layer is placed and to prevent the formation of cold joints between layers. Care shall be taken to prevent mortar from spattering on structural steel, reinforcing steel and forms. Any concrete or mortar that becomes dried on structural steel, reinforcing steel or forms shall be thoroughly cleaned off before the final covering with concrete. Following the placing of the concrete, all exposed surfaces shall be thoroughly a cleaned as required, with care not to injure any surfaces.

Concrete in any section of a structure shall be placed in approximately horizontal layers of such thickness that the entire surface shall be covered by a succeeding layer before the underlying layer has taken its initial set. Layers shall not exceed 18in in thickness and shall be compacted to become an integral part of the layer below. Should the placement be unavoidably delayed long enough to allow the underlying layer to take initial set or produce a so-called “cold joint”, the following steps shall be taken:

- A. An incomplete horizontal layer shall be bulk-headed off to produce a vertical joint

- B. Horizontal joints shall be treated as required in Section 502.11(f) of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”.
- C. Portland Cement concreted with a high range, water reducing admixture shall not be placed when the concrete mix temperature is below 5°[85]
- D. Fresh concrete, threatened with rain damage shall be protected by approved means. Sufficient material for covering the work expected to be done in one day shall be on hand at all times for emergency use. The covering shall be supported above the surface of the concrete.

Concrete mixed in transit mixers shall be placed within 90 minutes of addition of water at the plant. Delivery tickets shall state the time of water addition of water at the plant. Delivery tickets shall state the time of water addition or departure from the plant if this is within 10 minutes. If the concrete cannot be placed within the specified time limitations, the Department may require that all cement be added at the job site. No additional water shall be added without consulting the Department. Nay additional water added to the concrete on the site is the Contractor’s sole responsibility and risk. The contractor shall provide a Certificate of Compliance for each truckload of concrete to the Department at the time of the load placement. The Certificate of Compliance shall be a form acceptable to the Department and shall include the following:

- A. Contract Name & Number
- B. Facility/Building Name
- C. Manufacturing Plant (Batching Facility)
- D. Name of Contractor (Prime Contractor)
- E. Date
- F. Time Batched/Time Discharged
- G. Truck No.
- H. Quantity (Quantity Batched this Load)
- I. Type of concrete by Class and Producer Design Mix No.
- J. Cement Brand or Type, and Shipment Certification No.
- K. Temperature of Concrete at Discharge
- L. Target Weights per cubic yard and Actual Batched Weights for:
 - 1. Cement
 - 2. Course Concrete Aggregate
 - 3. Fine Concrete Aggregate
 - 4. Water (including free moisture in aggregates and water added at the project)
 - 5. Admixtures Brand and Quantity (fluid ounces/cubic yard)
- M. Air Entraining Admixture
- N. Water reducing admixtures
- O. Other admixtures
- P. Placement Location

Power vibrators shall be provided to thoroughly consolidate and compact the concrete. Vibrators shall not be used to push or move concrete laterally in forms. Excessive vibration will not be permitted. A minimum of two power vibrators shall be on the site when pouring the concrete. Vibrators shall be an approved type, with a frequency of 5,000 to 10,000 cycles per minute and shall be visibly capable of properly consolidating the designed mixture. Sufficient vibrators shall be used to consolidate the incoming concrete within 5 minutes after placing.

A float finish for horizontal surfaces shall be achieved by placing an excess of concrete in the form and removing or striking off the excess with a template or screed, forcing the coarse aggregate below the surface. Creation of concave surfaces shall be avoided. After the concrete has been struck off, the surface shall be thoroughly floated to the finished grade with a suitable floating tool. Aluminum and steel floats are not allowed. Float finish, unless otherwise required, shall be given to all horizontal surfaces. The rate of placing concrete shall be limited to that which can be finished without undue delay and shall not be placed more than 3 m [10 ft] ahead of strike-off. Neat cement paste, dry cement powder or the use of mortar for topping or plastering of concrete surfaces will not be permitted.

Lightweight, vibrating screeds shall be used on slab structures and shall have the following features:

- A. It shall be portable and easily moved, relocated, or adjusted by no more than four persons.
- B. The power unit shall be operable without disturbing the screeded concrete.
- C. It shall be self-propelled with controls that will allow a uniform rate of travel and by which the rate of travel can be increased, decreased or stopped.
- D. It shall have controlled, uniform, variable frequency vibration, end to end.
- E. It shall be fully adjustable for flats, crowns, or valleys.
- F. The screed length shall be adjustable to accommodate the available work area.

When a lightweight vibrating screed is utilized, the concrete shall be placed or cut to no more than 13 mm [$\frac{1}{2}$ in] above the finished grade in front of the front screed. The screed shall be operated such that at least 1 m [3 ft] of concrete is in position in front of the screed.

The texturing of concrete surfaces shall be applied as approved by the Resident. The surface tolerance and texture shall be acceptable to the Resident, or the placement may be suspended until remedial action has been taken. The Resident may order the removal and replacement of material damaged by rainfall.

Immediately after screeding, floating and texturing, the surface of the concrete shall be tested for trueness, by the Contractor, with a 3 m [10 ft] straightedge and all irregularities corrected at once in order to provide a final surface within the tolerance required. The surface shall be checked both transversely and longitudinally. Any area that requires finishing to correct surface irregularities shall be retextured. After the concrete has cured the surface may be tested with a

3m [10 ft] straightedge or a lightweight profiler. The maximum deviation of surface in inches below 10 foot straightedge is 1/8inch.

3.4 Protection and Curing of Concrete

All concrete shall be placed /protected in accordance with Section 502.08 Cold Weather Concrete of the “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”

Fresh concrete shall be protected from rain, cold and excessive temperature. Concrete shall be placed at temperatures between 40°F and 90°F. When air temperatures are below 40°F, materials shall be heated and maintained above 50°F for at least 5 days after placement.

All concrete surfaces, if not protected by forms, shall be kept thoroughly wet either by sprinkling or by the use of wet burlap, cotton mats or other suitable fabric with clean fresh water for a curing period at least 7 days after placing of concrete or until the end of the curing period. Polyethylene sheets shall not be placed directly on the concrete, but may be placed over the fabric cover to prevent drying except as provided in 3.2 Formwork, Section F.

All slabs and wearing surfaces shall be water cured only and kept continuously wet for the entire approved curing period by covering with one of the following systems:

- A. 2 layers of wet burlap,
- B. 2 layers of wet cotton mats,
- C. 1 layer of wet burlap and either a polyethylene sheet or a polyethylene coated burlap blanket,
- D. 1 layer of wet cotton mats and either a polyethylene sheet or a polyethylene coated burlap blanket.

The first layer of either the burlap or the cotton mats shall be wet and shall be applied as soon as it is possible to do so without damaging the concrete surface. Polyethylene sheets shall not be placed directly on the concrete, but may be placed over the fabric cover to prevent drying.

3.5 Finishing

A. Exposed Concrete

- 1. After the removal of forms, remove all form ties to at least 1 inch below surfaces. Remove all loose and honeycombed concrete, fins and other surface irregularities.
- 2. Concrete patching – After cleaning out all holes, honeycombs and other areas to be patched, moisten surface and apply non-shrink grout or a mixture of one part Portland Cement and 3 parts sand, taking care to match the concrete.

3. All concrete which will be exposed to view, shall be hand rubbed using carborundum bricks, burlap or other approved method. Finished surfaces should present a smooth, even appearance of uniform color.
- B. Unexposed Concrete
1. All unexposed concrete shall have tie holes, honeycombs and other holes filled with patching mortar as above. Fins and other irregularities shall be removed so as to present a uniform surface.
 2. Unexposed concrete will not require a rubbed finish after patching.
- C. Penetrations – All wall or floor penetrations by pipes, conduit and other inserts shall be sealed with non-shrink grout around entire penetration to provide a watertight finish.

SPECIAL PROVISION
SECTION 503
REINFORCING STEEL

Description This work shall consist of furnishing and placing of reinforcement in accordance with these specifications and in conformance with the Plans, Supplemental Specifications and Special Provisions.

Materials Materials shall meet the requirements of the following State of Maine Standard Specifications Sections of Division 700-Materials.

Reinforcing Steel	709.01
Welded Steel Wire Fabric	709.02

Schedule of Material When the Department does not furnish reinforcing steel schedules, the Contractor shall submit order lists, bending diagrams and bar layout drawings to the Resident for approval. The reinforcing steel shall not be ordered until these lists and drawings are approved. Approval shall not relieve the Contractor of full responsibility for the satisfactory completion of this item. When the Department allows the use of precast concrete deck panels, or any other significant changes that effect the quantity of reinforcing steel, the Contractor shall be responsible for revising the reinforcing steel schedule; the revised schedule shall be submitted to the Resident for approval.

Protection of Material Reinforcement shall be stored on skids or other supports a minimum of 12 in above the ground surface and protected at all times from damage and surface contamination. The storage supports shall be constructed of wood, or other material that will not damage the surface of the reinforcement or epoxy coating. Bundles of bars shall be stored on supports in a single layer. Each bundle shall be placed on the supports in a single layer. Each bundle shall be placed on the supports out of contact with adjacent bundles.

If it is expected that epoxy-coated bars will be required to be stored outdoors for a period in excess of three months, then they shall be protected from ultraviolet radiation.

Fabrication Bending of reinforcing bars and tolerances for bending of reinforcing bars shall be in conformance with the latest edition of “Manual of Standard Practice of the Concrete Reinforcing Steel Institute” and the “Detailing Manual of the American Concrete Institute”. Unless otherwise specifically authorized, bars shall be bent cold.

Placing and Fastening All steel reinforcement shall be accurately placed in the positions shown on the plans and shall be firmly held there during the placing and setting of the concrete. Immediately before placing concrete, steel reinforcement shall be free from all foreign material, which could decrease the bond between the steel and concrete. Such foreign material shall

include, but not be limited to, dirt, loose mill scale, excessive rust, paint, oil, bitumen and dried concrete mortar.

Bars shall be fastened together at all intersections except where spacing is less than 1 ft. in either direction, in which case, fastening at alternate intersections of each bar with other bars will be permitted providing this will hold all the bars securely in position. This fastening may be tightly twisted wire. Welding on epoxy-coated reinforcing steel will not be permitted under any condition.

Proper distances from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved means. Blocks used for this purpose shall be precast Portland cement mortar blocks of approved shape and dimensions. Chairs may be used for this purpose and, when used, must be plastic, plastic coated, epoxy coated or plastic tipped. Layers of bars may be separated by precast Portland cement mortar blocks or other approved devices. The use of pebbles, pieces of broken stone or brick, metal pipe or wooden blocks shall not be permitted. The placing of reinforcement as concrete placement progresses, without definite and secure means of holding the steel in its correct position, shall not be permitted except in the case of welded steel wire fabric or bar mats.

Epoxy-coated reinforcing bars supported on formwork shall rest on coated wire bar supports, or on bar supports mad of dielectric material or other acceptable materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 from the point of contact with the reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls, spreader bars shall be epoxy-coated.

Tie wire for epoxy-coated reinforcing steel shall be soft annealed wire that has been nylon, epoxy or plastic coated.

Field bending or cutting of epoxy-coated reinforcing bars will not be allowed, unless otherwise indicated on the plans or permitted by the Resident. When field bending or cutting is allowed, all damaged coating areas shall be repaired in accordance with the patching requirements.

Bars in the foundation walls shall be placed so as to clear anchor bolts.

When specified on the contract plans, reinforcing steel shall be anchored into drilled holes.

The anchoring material shall be one of the products listed on the Maine Department of Transportation's list of Prequalified Type 3 Anchoring Materials. Installation shall be in accordance with the manufacturer's published recommendations.

At each anchor location, existing reinforcing will be located to avoid drilling through existing bars. Where interferences are found to exist, location adjustments will be determined by the Resident.

Minimum embedment lengths of reinforcing bars shall comply with the manufacturer's published recommendations for the anchoring material selected. These embedment lengths shall be verified by the Resident before installation of the reinforcing bars. The reinforcing steel lengths indicated on the Plans may be reduced, at the Contractor's option, to the determined minimum embedment lengths.

Reinforcement shall be inspected and approved by the Resident before any concrete is placed.

Splicing Reinforcing bars shall be spliced in accordance with the requirements of this section, and in the locations shown on the plans. No modifications of, or additions to, the splice arrangements shown on the plans shall be made without the Resident's prior approval. Any additional splices authorized shall be staggered as much as possible. All splices shall be made in a manner that will ensure that not less than 75% of the minimum clear distance to other bars will be maintained, as compared to the cover and clear distance requirements for the unspliced bar.

Lapped splices shall be made by placing the bars in contact and wiring them together. Splice laps shall be made in accordance with the following table, unless otherwise noted on the plans.

Minimum Lap Splice Length (inches) ¹									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain	14	18	22	26	33	43	54	68	83
Epoxy Coated	21	27	33	39	50	64	80	103	124

¹ Lap Splice lengths are based on the following parameters: Minimum center to-center spacing between bars of 6 in; nominal yield strength of the reinforcing steel of 60 ksi; minimum 28 -day compression strength of concrete of 4350 psi. When any of the preceding parameters is altered, appropriate minimum lap slice lengths will be determined by the Resident. When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 in, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.4.

Mechanical couplers may be used for splicing reinforcing bars, provided they are approved by the Resident and conform to the following requirements:

- a. Tension Couplers- Couplers shall be able to develop 1.25 times the theoretical yield strength of the spliced bar in tension. Bolted and wedge-lock type couplers will not be allowed.
- b. Compression Couplers- Coupler shall be capable of maintaining the splice bars in alignment prior to and during concrete placement. For reinforcing bars designed to act in

compression, the individual bar ends shall be within $1\frac{1}{2}^\circ$ of being “square” to the final 12 in of the bar. Additionally, abutting bar ends shall be in contact, and the angle of the gap between abutting bar ends shall be 3° , or less.

- c. Mechanical Couplers Any mechanical couplers using a threaded splicer and dowel in combination, requiring a lapped splice with the reinforcing bars, shall have a minimum lap splice length as required by this Section. Welded splices may be made by the “Thermit” process or, with the approval of the Resident, by the shielded metal arc welding process or the self-shielded flux-core arc welding process. The latter two processes shall be used in strict conformation with the requirements of the latest edition of AWS D1.4 “Structural Welding Code – Welding Reinforcing Steel” and any applicable provisions of Section 504, Structural Steel. The Contractor shall submit complete details of their proposed method of making welded splices for the Resident’s approval.

Lapping Sections of welded steel wire fabric shall securely fasten to adjoining sections and overlap. All laps shall be in accordance with Wire Reinforcement Institute Manual of Standard Practice.

Bar mats shall be spliced as required for the individual bars.

Substitution Substitution of different size bars shall not be permitted except with the written authorization of the Resident.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

Standard Specification 656 of the Standard Specifications is deleted and replaced by This Special Provision.

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The latest version is dated February 2008 and is available at:

<http://www.maine.gov/mdot/env/documents/pdf/bmp2008/BMP2008full.pdf>

Procedures specified shall be according to the BMP Manual unless stated otherwise.

1. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
2. **CLEARING LIMIT LINES SHALL BE MINIMIZED.** Clearing shall be minimized as shown on the design plans. All clearing of vegetation will be completed no later than October 1, 2014.
3. Demolition debris shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 MRSA Section 1301 et seq and the Maine Solid Waste Management Regulations, 06-096 CMR Chapters 400-425. Containment and disposal of demolition debris shall be addressed by the Contractor.
4. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
5. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
6. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
7. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:

- The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
8. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
 9. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

Standard Specification 656 of the Standard Specifications is deleted and replaced by This Special Provision.

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

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2. **CLEARING LIMIT LINES SHALL BE MINIMIZED.** Clearing shall be minimized as shown on the design plans. All clearing of vegetation will be completed no later than October 1, 2014.
3. Demolition debris shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 MRSA Section 1301 et seq and the Maine Solid Waste Management Regulations, 06-096 CMR Chapters 400-425. Containment and disposal of demolition debris shall be addressed by the Contractor.
4. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
5. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
6. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
7. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with

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Temporary Soil Erosion and Water Pollution Control

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 - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
8. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
9. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

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SECTION 656**

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7. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with

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 - Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.
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9. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

SPECIAL PROVISION
SECTION 815
Buildings

Description The work shall consist of the furnishing and construction of a pre-engineered wood framed with steel siding and roofing Cold Storage building at the Maine Department of Transportation Lots located in Edgecomb, Knox, and Skowhegan, Maine in accordance with these contract documents.

Base Materials The Department will have a gravel pad in place prior to the contractor beginning construction. It will have been compacted and graded to within 2" of final grade. The Contractor will be responsible for the final fine grading and compaction. The Department will provide the Contractor with gravel for the final grading.

Construction The Department will provide the Contractor with horizontal and vertical control and conceptual slab layout. The Contractor shall provide the additional layout necessary to complete the Work.

All work shall meet the requirements of governmental agencies having jurisdiction and comply with applicable standards and codes. The Contractor shall submit two (2) copies of the pre-engineered cold storage building to Department prior to award.

The roof shall be dark green and the siding shall be light green. The color shall be approved by the Department. If there are multiple greens to choose from then the color shall be selected by Department from the manufacturer's standard colors.

If the surface upon which the structure is to rest is disturbed, it shall be re-graded and re-compacted to the extent directed by the Resident.

Placing of gravel borrow used for bedding (If engineered for special bedding) for the footings shall meet the requirements of Standard Specification, Section 206, Structural Excavation.

For reinforced concrete sections, no backfill shall be placed until the masonry has been in place at least 14 days or until concrete cylinders cured with the structure establish that design strength has been reached.

Variations from Materials Specified Whenever and wherever items have been identified by describing a proprietary product, such identification is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that are

satisfactory. Bids shall be considered as offering the item specified in the Invitation for Bid. The Department will consider all alternates submitted by the Contractor, but are not bound to accept any which, in its opinion, is not in the Department's best interest and are determined by the Department to be of equal value in all material respects to the proprietary items specified. The evaluation of and determination as to equality of the product offered shall be the responsibility of the Department and will be based on information furnished by the Contractor, as well as information reasonably available to the purchasing activity.

Quality and Standards Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

Submittals The Contractor shall submit manufacturers' specifications, product data, installation instructions and two (2) copies of the engineered stamped plans for the pre-engineered cold storage building to Department prior to award. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the specifications unless the contractor has specifically informed the owner in writing of such deviation at the time of submission and the owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions. No portion of the work shall be commenced until the Department has approved the submittal.

Delivery, Storage, and Handling

- Store materials off the ground and protected from the weather.
- Deliver products in manufacturers' original containers, dry, undamaged, with seals and labels intact.

Installation

- Installation, handling and storage of all materials shall comply with manufacturer's instructions and recommendations.
- The Contractor shall make provisions to allow safe access to the work for the Department in order to inspect the work, facilitate ongoing inspection of the work and to measure the work for payment purposes.

- Complete installation to provide weather tight service.
- Completed installation for the roof and walls shall conform, to all applicable National, State and local codes

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit an acceptable Contractor's Safety Plan to the Department's Bureau of Maintenance & Operations Section prior to Contract award. If copy of the Contractor's Safety Plan is on file with the Department's Bureau of Maintenance & Operation's, the Contractor must confirm, in writing, that the plan on file is still applicable prior to Contract award. 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 the Standard Specifications. 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.

The contractor shall be responsible for the safety of all operations in connection with the Contract and shall take all necessary actions to ensure the safety of all persons who may be in, on or adjacent to the Site. The Contractor shall perform Work in a manner that is in compliance with the Contractor's Plan, an applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with the Contractor's Plan or an applicable OSHA requirement or to follow all established safety practices pertaining to the work being performed, will result in the immediate suspension of Work on the entire project until all unsafe practices are corrected and comply with the applicable requirements, standard or practice.

Environmental Requirements and Waste Materials All waste materials shall be removed and disposed of in accordance with all federal, state, and local laws.

All materials removed from the site shall be the property of the contractor. Sale of these materials on site, and removal by persons other than the contractor or his personnel, shall be at the risk of the contractor. Once the contract is signed, responsibility for the safety of the public within the confines of the project shall be the responsibility of the contractor. The contractor shall be responsible for any and all materials dropped from his trucks distant from the project. The contractor shall make his own arrangement for disposal of materials taken from the site, and there will be no burning of materials on or adjacent to the site.

Permits, Fees, and Notices The Department will attain all permits and other permissions that are necessary, appropriate and legally required to perform the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws,

ordinances, rules, and regulations, and without such notice to the Department, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

Closeout Procedures The Contractor shall make final changeover of permanent locks and deliver keys to Department, and complete final cleaning requirements, including touchup painting, touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects,.

Final Cleaning the Contractor shall clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program and comply with manufacturer's written instructions.

1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
3. Remove tools, construction equipment, machinery, and surplus material from Project site.
4. Remove snow and ice to provide safe access to building.
5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
7. Sweep concrete floors broom clean in unoccupied spaces.
8. Remove labels that are not permanent.
9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
10. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
11. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
12. Replace parts subject to unusual operating conditions.

General Requirements the Contractor/Designer shall incorporate the general requirements into their design and materials list.

1. Building shall be wood framed with steel roofing and siding of a dark green color. There shall be no obstructions with in the floor area.
2. The roof shall have a 5:12 pitch or greater.

3. Roof to include vapor barrier and a continuous ridge vent. The eaves/soffits shall have vents as needed and determined by the Engineer of the pre-engineered building.
4. If a sill plate is required, it shall be constructed with pressure treated lumber.
5. The garage doors shall be a commercial grade with struts. The color shall be white with no windows. The garage door opener shall be a commercial grade opener. 3" tracks, 3" long stem ball bearing rollers, Torsion springs will be helically wound with oil-tempered wire, Minimum insulation value of R15, Insulation type will be foamed in place CFC free Polyurethane core, minimum of 26 gauge exterior and interior steel skin sections, heavy duty adjustable top roller brackets Section joints will be tongue and groove, Commercial grade door and attaching hardware
6. The siding shall be constructed with a maximum 8' high steel sheathing from the ground to the first joint so that if damage occurs only the 8 foot piece will need replacing.
7. The steel siding and roofing shall be attached by stainless steel screws.
8. The steel roofing and siding shall be a minimum 26 gauge.
9. The concrete slab will be sloped ($\frac{1}{4}$ " per foot) 4-6 feet from the outside edge at all garage door openings so that water runs out of the building.
10. The concrete slab shall be constructed with re-steel or wire mesh.
11. On the 42' X 40' building, the gable ends shall be on the 40' ends. On the 24' X 36' building, the gable ends shall be on the 24' ends.
12. The contractor shall supply and give to the Department two sheets of the steel siding and roofing per building.
13. The contractor may bid one, two or all three of the buildings.

Closeout Documentation The following documents shall be added to the required list of closeout documentation:

- Project Record Drawings
- Warranties
- Maintenance & Operations Manual

The Contractor shall prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.

Warranty The Contractor shall guarantee work from the date of Final Acceptance by the Department. The Physical Work must be Complete and in Conformity with the Contract and the Closeout Documentation, exclusive of the All Bills Paid and Request for Final Payment Letters, in order for the Department to finally "accept" the Project. The contractor unconditionally warrants and guarantees to the owner that all work will be of good quality, free from faults and defects, and in conformance with the specification. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the owner, the contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the

Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department. The contractor shall provide a warranty as listed below.

25 YEARS The contractor will at no cost to the Department do the following:

1. The contractor shall replace or paint any steel siding and roofing that exhibits peeling or flaking.
2. Repair or replace any preservative-treated lumber if it fails due to fungal decay or insect attack.

10 YEARS The contractor will at no cost to the Department do the following:

1. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by snow loads.
2. Replace or paint any steel siding or roofing that exhibits any rust.
3. The contractor will replace or fix any materials that are deemed substandard or caused by poor workmanship.

5 YEARS The contractor will at no cost to the Department do the following:

1. Repair any and all leaks.
2. Repair or replace any structural framework, exterior metal roof and siding, trim, windows, and doors if directly damaged by wind loads.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

Method of Measurement the Cold Pre-engineered Storage Buildings will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment The Cold Storage Building will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including re-grading gravel, concrete slab, labor, equipment and materials for building construction, engineering and other contract related incidentals necessary to complete the work.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
815.00	Buildings - Cold Storage Building Edgecomb	Lump Sum
815.00	Buildings - Cold Storage Building Knox	Lump Sum
815.00	Buildings - Cold Storage Building Skowhegan	Lump Sum

SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

SECTION 102

DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “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 Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SECTION 103

AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an

independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt: $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

From	Up to and	Amount of Liquidated
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<u>More Than</u>	<u>Including</u>	<u>Damages per Calendar Day</u>
\$0	\$100,000	\$225
\$100,000	\$250,000	\$350
\$250,000	\$500,000	\$475
\$500,000	\$1,000,000	\$675
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$4,000,000	\$1,000
\$4,000,000	and more	\$2,100

SECTION 108 PAYMENT

Remove Section 108.4 and replace with the following:

“108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the date the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.”

SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment Third sentence, delete the words “subsections (A) - (E)”

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; “a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration.”

109.7.2 Basis of Payment Replace with the following: “Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: “The Contractor is not entitled to compensation or reimbursement for any of the following items:

- A. Total profit or home office overhead in excess of 15%,
- B.”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead..”

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

110 - Indemnification, Bonding and Insurance

Add the following to the end of Section 110, Indemnification, Bonding and Insurance:

Nothing in these Standard Specifications constitutes a waiver of any defense, immunity or limitation of liability that may be available to the Department, or its officers, agents or employees under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et seq.), and shall not constitute a waiver of other privileges or immunities that may be available to the Department.

SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change "...Code of Maine Regulations 401." to "...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation."

SECTION 203
EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: "The use of perchlorate is not allowed in blasting operations."

Delete the entire Section 203.041 and replace with the following:

"203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.

2. Used as the top 3" of gravel. Recycled Asphalt Pavement (RAP) shall be process to 1½" minus and blending will not be allowed. When this method is utilized, a surcharge will not be required

3. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

4. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

The cost of salvaging hot mix asphalt material will be included for payment under the applicable pay item, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, and rehandling, if necessary, and utilizing the material in entrances or other approved uses, or stockpiling at an approved site as described above. The material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses."

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer...". Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may"

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace "forms" with "forms and false work"

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace "The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement." with "The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position."

502.15 Curing Concrete First paragraph; replace the first sentence with the following; "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work."

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts "When the ambient temperature...."

Fourth paragraph; delete "approved" to now read "...continuously wet for the entire curing period..."

Fifth paragraph; second sentence; change "...as soon as it is possible to do so without damaging the concrete surface." to "...as soon as possible."

Seventh paragraph; first sentence; change "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work."

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

SECTION 503
REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: “All tack welding shall be done in accordance with Section 504, Structural Steel.” to “All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel.”

SECTION 504
STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: “Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied.”

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

504.31 Shop Assembly Add the following as the last sentence: “The minimum assembly length shall include bearing centerlines of at least two substructure units.”

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from “One hundred percent...” to “Twenty five percent...”

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.05 Inspection Facilities Add the follow as the last paragraph: “If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected.”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size	Minimum Mandrel	Nominal Size	Minimum Mandrel
--------------	-----------------	--------------	-----------------

US Customary (in)	Diameter (in)	Metric (mm)	Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox....” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators....” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SECTION 609
CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

SECTION 610
STONE FILL, RIPRAP, STONE BLANKET,
AND STONE DITCH PROTECTION

Add the following paragraph to Section 610.02:

“Materials shall meet the requirements of the following Sections of Special Provision 703:

Stone Fill	703.25
Plain and Hand Laid Riprap	703.26
Stone Blanket	703.27
Heavy Riprap	703.28
Definitions	703.32”

Add the following paragraph to Section 610.032.a.

“Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following paragraph to Section 610.032.b:

“Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following to Section 610.032: “Section 610.032.d. The grading of riprap, stone fill, stone blanket and stone ditch protection shall be determined by the Resident by visual inspection of the load before it is dumped into place, or, if ordered by the Resident, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. A separate, reference pile of stone with the required gradation will be placed by the Contractor at a convenient location where the Resident can see and judge by eye the suitability of the rock being placed during the duration of the project. The Resident reserves the right to reject stone at the job site or stockpile, and in place. Stone rejected at the job site or in place shall be removed from the site at no additional cost to the Department.”

SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 627

PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White (As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “20 (217)”.

639.09 Telephone Paragraph 1 is amended as follows:
“The contractor shall provide **two** telephone lines and two telephones,....”

Add- “In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor’s option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor.”

SECTION 652

MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display."

652.2.4 Other Devices Delete the last paragraph and add the following:

652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine

Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

Change a. in the list of requirements to: “a. The name, telephone number, and other contact numbers (cellular phone, pager, if any) of the Contractor's Traffic Control Supervisor (the person with overall responsibility for following the TCP), who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately resolve any work zone traffic control deficiencies or issues. Provide documentation that the Traffic Control Supervisor has completed a Work Zone Traffic Control Training Course (AGC, ATSSA, or other industry-recognized training), and a Supervisory refresher training every 5 years thereafter. Submit the course name, training entity, and date of training.

Traffic Control Training Course curriculum must be based on the standards and guidelines of the MUTCD and must include, at a minimum, the following:

1. Parts of Temporary Traffic Control Zone
2. Appropriate use and spacing of signs
3. Use and spacing of channelizing devices
4. Flagging basics
5. Typical examples and applications

The Traffic Control Supervisor, or designee directly overseeing physical installation, adjustment, and dismantling of work zone traffic control, will ensure all personnel performing those activities are trained to execute the work in a safe and proper manner, in accordance with their level of decision-making and responsibility.”

Add the follow to the list of requirements: “k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site.”

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.” Add the following as the last sentence: “The creation and modification of the TCP will be considered incidental to the related 652 items.”

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected...” In the third sentence; change “Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third

sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance,...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)”

Add the following:

“652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read “RUMBLE STRIP CROSSING” with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.”

652.6 Nightwork Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work.

The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Department will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items.”

652.8.2 Other Items Replace the first paragraph with the following: “The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work.”
Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SECTION 653
POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m² [80 lb/ft²] ground contact...” to “...not more than 4875 kg/m² [2000 lb/ft²] ground contact...”

SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Water Pollution Control Plan (SEWPCP) will result in a violation letter and a reduction in payment as shown in the schedule below. The Department’s Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

ORIGINAL CONTRACT AMOUNT

<u>From</u> <u>More Than</u>	<u>Up to and</u> <u>Including</u>	<u>Amount of Penalty Damages per Violation</u>		
		<u>1st</u>	<u>2nd</u>	<u>3rd & Subsequent</u>
\$0	\$1,000,000	\$250	\$500	\$1,250

\$1,000,000	\$2,000,000	\$500	\$1,000	\$2,500
\$2,000,000	\$4,000,000	\$1,000	\$2,000	\$5,000
\$4,000,000	and more	\$2,000	\$4,000	\$10,000"

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from “ASTM C311” to “ASTM C114”.

SECTION 703
AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from “85 – 10” to “85 – 100”

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (January 2009 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

AGGREGATE GRADATION CONTROL POINTS

SIEVE SIZE	Nominal Maximum Aggregate Size---Control Points (Percent Passing)				
	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE				
37.5 mm	100				
25 mm	90-100	100			
19 mm	-90	90-100	100		
12.5 mm		-90	90-100	100	100

9.5 mm		-	-90	90-100	95-100
4.75 mm		-	-	-90	80-100
2.36 mm	19-45	23-49	28-58	32-67	40 - 80
1.18 mm		-	-	-	-
600 µm		-	-	-	-
300 µm		-	-	-	-
75 µm	1-7	2-8	2-10	2-10	2-10

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

GRADATION CLASSIFICATION

PCS Control Point for Mixture Nominal Maximum Aggregate Size (% passing)				
Nominal Maximum Aggregate Size	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm
PCS Control Point (% passing)	40	47	39	47

If a Grading “D” mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

Replace subsections 703.25 through 703.28 with the following:

“703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs).”

Add the following paragraph:

“703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges”

SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe
Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in its’ entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “Manufacturers of corrugated polyethylene pipe must participate in,

and maintain compliance with, AASHTO's National Transportation Product Evaluation Program (www.ntpep.org) which audits producers of plastic pipe. A certificate of compliance must be provided with each shipment.”

SECTION 708

PAINTS AND PRESERVATIVES

708.03 Pavement Marking Paint Change the first sentence from “...AASHTO M248” to “...the Maine DOT Maintenance Fast-Dry Water-Based Traffic Paint on file at the Traffic Section in Augusta”. Delete, in its’ entirety, the last sentence.

SECTION 709

REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SECTION 710

FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: “Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B.”

710.04 Metal Beam Rail Replace with the following: “Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

710.07 Guardrail Posts Section b. change “...AASHTO M183/M183M...” to “...AASHTO M 270M/M 270 Grade 250 (36)...”

SECTION 712

MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: “Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans.”

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.”

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The

housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [3/4 in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720

STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722 GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”



Environmental Summary Sheet

Pin: 20100.00
Town: Knox
CPD Team Leader: Laurie Rowe
ENV Field Contact: Val Derosier
NEPA Complete: N/A

Date Submitted: 2/27/14

Section 106
No Federal Action
Section 106 Resources:

Section 4(f) and 6(f)
Section 4(f)
Review Complete
Section 6(f)
Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat
Not Applicable **Timing Window: Not Applicable**

Section 7
No Effect
Species of Concern: **Atlantic Salmon DPS**
Comments/References:

Maine Department of Conservation/Public Lands, Submerged Land Lease
Not Applicable

Maine Land Use Regulation Commission

**Applicable Standards and Permits are included with the contract*

Maine Department of Environmental Protection
Not Applicable
**Applicable Standards and Permits are included with the contract*

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
Not Applicable
**Applicable Standards and Permits are included with the contract*

Stormwater Review
N/A

<input checked="" type="checkbox"/> Special Provisions Required		
Special Provision 105-Timing of Work Restriction	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 656-Erosion Control Plan	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 105.9	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>

**All permits and approvals based on plans/scope as of:2/26/14*



Environmental Summary Sheet

Pin: 20109.00
Town: Skowhegan
CPD Team Leader: Laurie Rowe
ENV Field Contact: Val Derosier
NEPA Complete: N/A

Date Submitted: 2/27/14

Section 106
No Federal Action
Section 106 Resources:

Section 4(f) and 6(f)
Section 4(f)
Review Complete
Section 6(f)
Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat
Not Applicable **Timing Window: Not Applicable**

Section 7
No Effect
Species of Concern: Atlantic Salmon-Critical Habitat
Atlantic Salmon DPS
Comments/References:

Maine Department of Conservation/Public Lands, Submerged Land Lease
Not Applicable

Maine Land Use Regulation Commission

**Applicable Standards and Permits are included with the contract*

Maine Department of Environmental Protection
Not Applicable
**Applicable Standards and Permits are included with the contract*

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
Not Applicable
**Applicable Standards and Permits are included with the contract*

Stormwater Review
N/A

<input checked="" type="checkbox"/> Special Provisions Required		
Special Provision 105-Timing of Work Restriction	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 656-Erosion Control Plan	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 105.9	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>

**All permits and approvals based on plans/scope as of:2/26/14*



Environmental Summary Sheet

Pin: 20097.00
Town: Edgecomb
CPD Team Leader: Laurie Rowe
ENV Field Contact: Val Derosier
NEPA Complete: N/A

Date Submitted: 2/27/14

Section 106
No Federal Action
Section 106 Resources:

Section 4(f) and 6(f)
Section 4(f)
Review Complete
Section 6(f)
Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat
Eagles Nest **Timing Window: Yes-See SP 105**

Section 7
No Effect
Species of Concern: Atlantic Salmon-Critical Habitat
Atlantic Salmon DPS
Comments/References:

Maine Department of Conservation/Public Lands, Submerged Land Lease
Not Applicable

Maine Land Use Regulation Commission

**Applicable Standards and Permits are included with the contract*

Maine Department of Environmental Protection
Not Applicable
**Applicable Standards and Permits are included with the contract*

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
Not Applicable
**Applicable Standards and Permits are included with the contract*

Stormwater Review
N/A

<input checked="" type="checkbox"/> Special Provisions Required		
Special Provision 105-Timing of Work Restriction	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 656-Erosion Control Plan	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 105.9	N/A <input type="checkbox"/>	Applicable <input type="checkbox"/>

**All permits and approvals based on plans/scope as of:2/26/14*