

**21245.00**

**NORTHPORT**

**ROOF REPLACEMENT**

**2015**

# **MAINTENANCE & OPERATIONS**

## **STATE PROJECT**

## BIDDING INSTRUCTIONS

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

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) two copies of the completed and signed Contract Agreement, Offer & Award form, d) a Bid Guaranty, (if required), e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
  4. Bid Guaranty acceptable forms are:
    - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
    - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
    - c) an electronic bid bond submitted with an electronic bid.
  5. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
    - Bid Enclosed - Do Not Open
    - WIN:
    - Town:
    - Date of Bid Opening:
    - Name of Contractor with mailing address and telephone number:

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

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

If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

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

*If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.*

# NOTICE

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

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto: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.**

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

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

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

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



## **Vendor Registration**

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

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

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: \_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name and Title Printed)

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Roof Replacement** in the town of **NORTHPORT**" 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 1, 2015 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 21245.00

Location: In Waldo County, project is located at the MaineDOT Maintenance Lot on Route 1A in Northport

Outline of Work: Roof Replacement and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

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

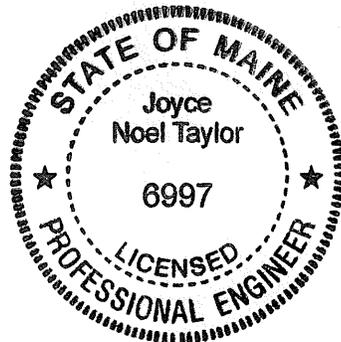
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5000 payable to Treasurer, State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

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 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 11, 2015



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)

3/2/2015

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 021245.00

Project(s): 021245.00

SECTION: 1 BUILDING

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	815.00 BUILDING NORTHPORT ROOF REPLACEMENT	LUMP SUM	LUMP	SUM	_____	_____
		<b>Section: 1</b>	<b>Total:</b>		_____	_____
			<b>Total Bid:</b>		_____	_____

## **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 21245.00** for the construction of a **Salt Storage Building** in **Northport**, County of Waldo, 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 2, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of **WIN 21245.00** , a **Salt Storage Building** in **Northport**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: 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 November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
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 21245.00** for the construction of a **Salt Storage Building** in **Northport**, County of Waldo, 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 2, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of **WIN 21245.00** , a **Salt Storage Building** in **Northport**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: 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 November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
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) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job).

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

**A. The Work.**

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

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

The quantities given 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, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay**,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: 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 November 2014 Edition 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**

\_\_\_\_\_  
**(Date Here)**  
Date

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS .....  
.....  
.....

TELEPHONE.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



NORTHPORT MAINTENANCE  
SALT SHED ROOF REPLACEMENT

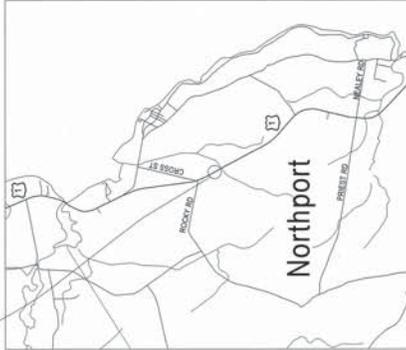
SPECIFICATIONS

Design: International Building Code 2009

LIST OF DRAWINGS

Title Sheet	1
Existing Roof Details	2
Proposed Roof Details	3

Project Location



<b>PROJECT LOCATION:</b>	4.9 miles South along US Route 1 from the Intersection of Route 3 and US Route 1
<b>PROGRAM AREA:</b>	Highway Maintenance Program
<b>OUTLINE OF WORK:</b>	Removal and Replacement of Salt Storage Building Roof

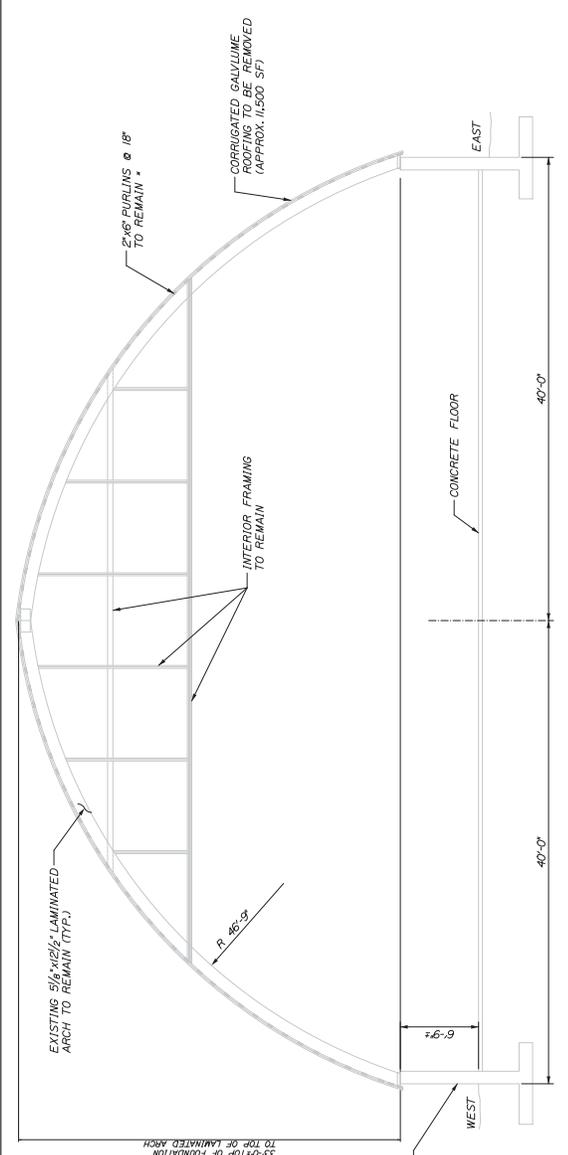
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED DATE	COMMISSIONER DATE	CHIEF ENGINEER DATE
PROJECT INFORMATION	PROGRAM	PROJECT MANAGER	DESIGNER
CONTRACTOR	CONSULTANT	PROJECT RESIDENT	PROJECT COMPLETION DATE
DATE	P.E. NUMBER	SIGNATURE	DATE

WIN 021245.00

NORTHPORT MAINTENANCE  
SALT SHED  
TITLE SHEET

SHEET NUMBER  
1

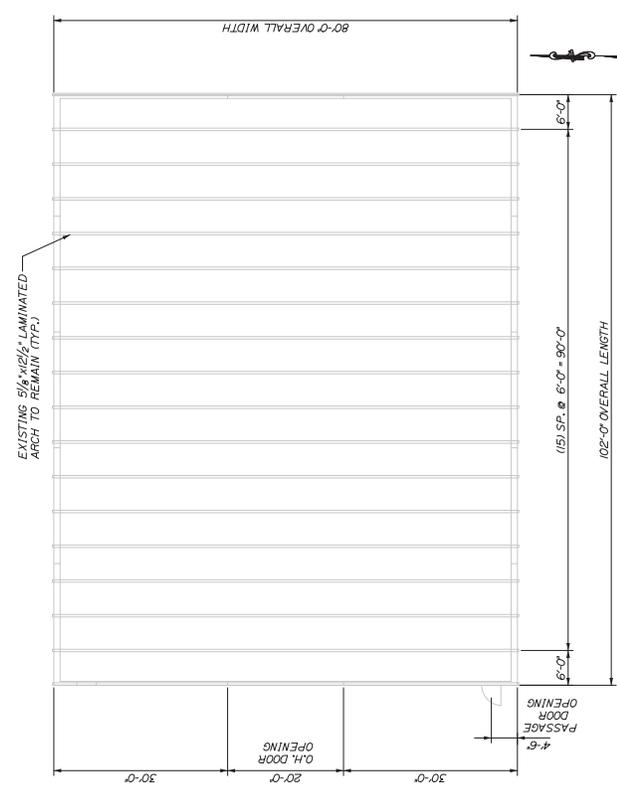
DATE	BY
FEB 2015	GM
DESIGN-DETAILED	
CHECKED-REVIEWED	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
FIELD CHANGES	



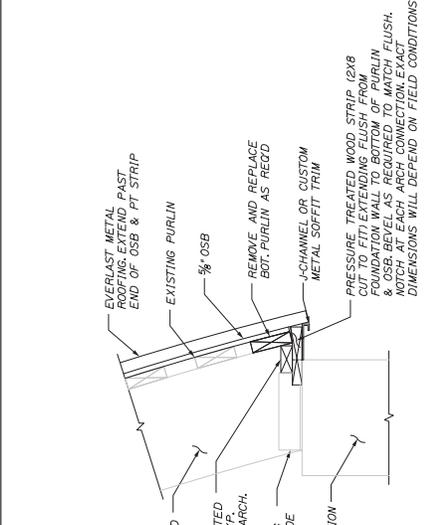
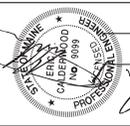
\* PURLINS SHALL BE INSPECTED  
 AND THE CONDITION IS REPORTED.  
 ANY DAMAGED PURLINS SHALL  
 BE REPLACED AS REQ'D

EXISTING TYPICAL SECTION  
 $\frac{1}{16}'' = 1'-0''$

NOTES:  
 1. SALT SHALL BE COVERED PRIOR TO THE REMOVAL  
 OF THE ROOFING. CURBS SHALL REMAIN IN PLACE  
 UNTIL THE COMPLETION OF THE NEW ROOF.

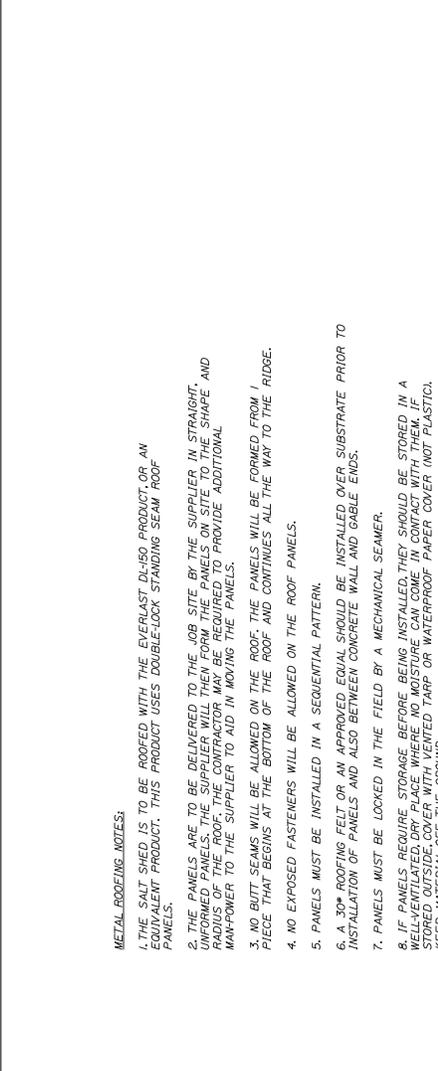


ARCH LAYOUT PLAN VIEW  
 $\frac{1}{16}'' = 1'-0''$



ITEM NO.	ESTIMATED QUANTITIES DESCRIPTION	QUANTITY	UNIT
XXX	MOBILIZATION	1	LS
XXX	DEMOLITION	1	LS
XXX	METAL ROOFING	11,500	SF
XXX	5/8" OSB SHEATHING	204	SF
XXX	METAL J-CANNEL (CUSTOM METAL SOFFIT)	60	LF
XXX	PRESSURE TREATED 2X8	60	LF
XXX	PRESSURE TREATED MAILER STRIP	60	LF
XXX	FLASHING	60	LF

NOTES:  
 ESTIMATED QUANTITIES ARE FOR CONTRACTOR COMPENSATION ONLY  
 (CONTRACTOR SHOULD BID BASED ON THEIR ESTIMATED QUANTITIES)



- METAL ROOFING NOTES:**
- THE SALT SHED IS TO BE ROOFED WITH THE EVERLAST 24"X30" PRODUCT OR AN EQUIVALENT PRODUCT. THIS PRODUCT USES DOUBLE LOCK STANDING SEAM ROOF PANELS.
  - THE PANELS ARE TO BE DELIVERED TO THE JOB SITE BY THE SUPPLIER IN STRAIGHT. THE PANELS ARE TO BE CUT TO THE SHAPED AND RADIUS OF THE ROOF. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE ADDITIONAL MAN-POWER TO THE SUPPLIER TO AID IN MOVING THE PANELS.
  - NO BUTT SEAMS WILL BE ALLOWED ON THE ROOF. THE PANELS WILL BE FORMED FROM 1 PIECE THAT BEGINS AT THE BOTTOM OF THE ROOF AND CONTINUES ALL THE WAY TO THE RIDGE.
  - NO EXPOSED FASTENERS WILL BE ALLOWED ON THE ROOF PANELS.
  - PANELS MUST BE INSTALLED IN A SEQUENTIAL PATTERN.
  - A 30" ROOFING FELT OR AN APPROVED EQUAL SHOULD BE INSTALLED OVER SUBSTRATE PRIOR TO INSTALLATION OF PANELS AND ALSO BETWEEN CONCRETE WALL AND GABLE ENDS.
  - PANELS MUST BE LOCKED IN THE FIELD BY A MECHANICAL SEAMER.
  - IF PANELS REQUIRE STORAGE BEFORE BEING INSTALLED, THEY SHOULD BE STORED IN A WELL-VENTILATED DRY PLACE WHERE NO MOISTURE CAN COME IN CONTACT WITH THEM. IF PANELS ARE STORED ON THE GROUND, THEY SHOULD BE COVERED WITH A WATER-PROOF PAPER COVER (NOT PLASTIC). KEEP MATERIAL OFF THE GROUND.

## **GENERAL NOTES**

1. Any damage to the maintenance lot caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Department. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
2. All waste material not used on the project shall be disposed of in acceptable waste areas approved by the Department. Contractor is responsible for disposing of all materials associated with the project.
3. Loam and Seeding and as well as any backing up of any new Pavement areas and any area disturbed during this particular project shall be the responsibility of the Contractor.
4. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control, February, 2008. The Contractor Shall be responsible for the Erosion and Sediment Control.
5. "Undetermined Locations" shall be determined by the Department.
6. The Contractor shall be responsible for portable toilets and drinking water for their crews.
7. The Contractor will have access to power through the use of extension cords from the Departments building power.

**THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE**

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Wage and Hour Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 623-7906

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

Title of Project -----Northport Maintenance Salt Shed WIN 21245.00

Location of Project -Northport, Waldo County

**2015 Fair Minimum Wage Rates  
 Building 2 Waldo County  
 (other than 1 or 2 family homes)**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asbestos/Lead Removal Worker	\$18.00	\$0.71	\$18.71	Ironworker - Reinforcing	\$20.00	\$1.23	\$21.23
Backhoe Loader Operator	\$18.00	\$2.23	\$20.23	Ironworker - Structural	\$23.65	\$19.78	\$43.43
Bricklayer	\$23.24	\$0.26	\$23.50	Laborers (Incl.Helpers & Tenders)	\$13.00	\$0.35	\$13.35
Bulldozer Operator	\$18.00	\$2.77	\$20.77	Laborer - Skilled	\$15.57	\$2.39	\$17.96
Carpenter	\$19.00	\$2.80	\$21.80	Loader Operator - Front-End	\$17.00	\$2.68	\$19.68
Carpenter - Acoustical	\$15.00	\$2.15	\$17.15	Mechanic- Maintenance	\$22.00	\$3.48	\$25.48
Carpenter - Rough	\$16.68	\$1.57	\$18.25	Mechanic- Refrigeration	\$22.00	\$3.90	\$25.90
Cement Mason/Finisher	\$16.00	\$1.01	\$17.01	Millwright	\$23.50	\$3.54	\$27.04
Communication Equip Installer	\$23.94	\$11.30	\$35.24	Oil/Fuel Burner Servicer & Installer (Licensed)	\$25.00	\$3.24	\$28.24
Concrete Pump Operator	\$19.00	\$3.35	\$22.35	Painter	\$15.00	\$0.00	\$15.00
Crane Operator =>15 Tons)	\$24.50	\$4.81	\$29.31	Paver Operator	\$20.00	\$2.26	\$22.26
Crusher Plant Operator	\$18.65	\$3.62	\$22.27	Pipe/Steam/Sprinkler Fitter	\$21.00	\$2.89	\$23.89
Dry-Wall Applicator	\$17.30	\$0.36	\$17.66	Plumber (Licensed)	\$21.95	\$2.99	\$24.94
Dry-Wall Taper & Finisher	\$20.00	\$1.26	\$21.26	Plumber Helper/Trainee (Licensed)	\$15.00	\$1.21	\$16.21
Earth Auger Operator	\$22.50	\$8.14	\$30.64	Propane & Natural Gas Servicer & Inst	\$24.00	\$3.10	\$27.10
Electrician - Licensed	\$24.57	\$4.52	\$29.09	Rigger	\$19.00	\$5.52	\$24.52
Electrician Helper/Cable Puller (Licensed)	\$16.97	\$2.82	\$19.79	Roller Operator - Pavement	\$18.75	\$5.25	\$24.00
Elevator Constructor/Installer	\$52.32	\$32.77	\$85.09	Roofer	\$16.00	\$1.42	\$17.42
Excavator Operator	\$18.00	\$1.99	\$19.99	Sheet Metal Worker	\$17.00	\$1.17	\$18.17
Fence Setter	\$12.75	\$0.00	\$12.75	Sider	\$16.00	\$1.73	\$17.73
Flagger	\$9.00	\$0.00	\$9.00	Stone Mason	\$14.50	\$0.29	\$14.79
Floor Layer	\$17.00	\$0.79	\$17.79	Tile Setter	\$21.00	\$4.25	\$25.25
Glazier	\$16.50	\$2.14	\$18.64	Truck Driver - Light	\$17.00	\$1.46	\$18.46
Grader/Scraper Operator	\$20.00	\$4.90	\$24.90	Truck Driver - Medium	\$13.75	\$0.39	\$14.14
HVAC	\$22.13	\$4.16	\$26.29	Truck Driver - Heavy	\$14.25	\$0.47	\$14.72
Insulation Installer	\$19.00	\$1.97	\$20.97	Truck Driver - Tractor Trailer	\$15.92	\$2.73	\$18.65

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

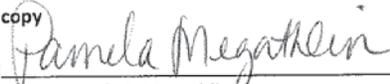
Welders are classified in the trade to which the welding is incidental.

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

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

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

Determination No: B2-036-2015  
 Filing Date: February 18, 2015  
 Expiration Date: 12-31-2015  
 BLS 424BU (R2015) (Building 2 Waldo)

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

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).]

## SPECIAL PROVISIONS

### SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

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

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

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Limitations of Operations)

The Contractor must notify the Department 24 hours prior to any change in work schedule.

Work can be performed at any time except Sundays and Holidays and as provided in Special Provision, Section 107, Contract Time.

The Contractor shall notify the Department of the presence of any deteriorated or damaged components of the roof. The Department has 24 hours following such notice to inspect the area and determine the extent, if any, of the replacement or repair. The Contractor shall make provisions to allow safe access to the work for the Department to inspect the work. No components of the roof or other components shall be replaced until authorized by the Department.

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

**The specified completion date is August 2, 2015.**

The contractor will be allowed to commence work anytime provided that all required plans/submittals have been received and approved by the Department.

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

Work can be performed at any time except Sundays and Holidays and as provided in Special Provision, Section 107, Contract Time. The Contractor shall not carry on construction operations on Sundays or Holidays unless authorized by the Department. The Department will allow for Sunday work if threatening weather is forecasted for the upcoming week and the Contractor needs this time to make the roof watertight. This work can only be authorized by the Resident and or Project Manager.

SPECIAL PROVISION SECTION 108  
(Invoices and Payment)

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

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

- Contractor name, address & Contract Number
- Invoice Date & Number
- Period during which Work was performed or Dates of Service
- Description and Location of Work or Service
- Quantities at the Prices contained in the Contractor's Bid
- 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. Completion occurs when the Contractor has finished all Work pursuant to the Contract, including Delivery and acceptance of all Documentation. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work. The Department will make Final Payment, including the release of all remaining retainage following Completion, when the Work is complete and has undergone a successful final inspection and all documentation is complete.

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 815**  
**Buildings**

Description The work shall consist of the removal and replacement of the roof of the Salt Shed building at the Maine Department of Transportation Lot located on US Route 1 in Northport, Maine in accordance with these contract documents.

Materials All materials and components shall be as detailed, noted, and specified on Contract Plans and Special Provisions for Rough Carpentry (SP 06100) and Roofing (SP 07611); except as otherwise authorized in writing by the Department.

Construction The All Work shall comply with details and specifications of the Contract Documents.

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 shop drawings to Department for review at least fifteen (15) days prior to incorporation into the work. Shop drawings shall be approved prior to incorporation into the work.

Roof and flashing colors shall be selected by Department from manufacturer's standard colors.

The existing metal roofing shall be removed and disposed of in accordance with applicable federal, state and local laws and regulations. Materials and shop drawings must be submitted to the Department for review prior to start of work. Plywood and roofing shall be mechanically attached. All materials shall be stored, handled and installed in accordance with manufacturer's recommendations. The completed installation for the roof shall conform, to all applicable National, State and local codes. The Contractor shall remove all construction debris and dispose of it in accordance with federal, state and local regulations.

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 is 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 and installation instructions for all items furnished. 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 weathertight service.
- Completed installation for the roof 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 TCP, an applicable OSHA requirements, and established safety practices.

Failure by the Contractor to comply with the Contractor's TCP 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.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil

or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Permits, Fees, and Notices The Contractor shall also acquire, at its sole expense, all licenses, 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 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, work areas, 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. Replace parts subject to unusual operating conditions.

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

Project Record Drawings  
Warranties

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

Warranty The Contractor shall guarantee work for one (1) year from date of Final Acceptance by the Department. The Contractor shall guarantee the roof system to be watertight and free of defects for three (3) years after 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. All defects, including leaks occurring during guarantee period, shall be corrected without cost to the Owner. 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 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 Roof replacement will be measured for payment as one lump sum, complete in place, inspected and accepted.

Basis of Payment The Roof repair 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 all labor, equipment and materials for

Northport  
Roof Replacement  
WIN 021245.00  
February, 2015

removal and replacement of the roof 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 Northport - Roof Replacement	Lump Sum

**SPECIAL PROVISION**  
**SECTION 06100**  
**ROUGH CARPENTRY**

**PART 1 – GENERAL**

1.1 Summary

- A. This work consists of all labor, materials and equipment necessary to complete the work as shown on the Drawings and as specified herein.

1.2 References

- A. International Building Code, Latest Edition.

1.3 Workmanship

- A. Only experienced personnel shall be engaged in this work.

1.4 Delivery, Storage and Handling

- A. Deliver the materials to the job site and store in a safe area, out of the way of traffic, shored up off the ground surface and covered to protect from weather.

**PART 2 – PRODUCTS**

2.1 Dimension Lumber

- A. Dimension lumber shall be Eastern Spruce or other wood approved by the Department and shall comply with grading requirements of the Northeastern Lumber Manufacturers Association for Common, Number 2 or better, and shall bear the grade stamp.
- B. When specified on the Plans or in part 4, stress grade structural lumber shall be provided. Stress grade lumber shall bear appropriate stamp for the specified grade and species.
- C. Wood for pressure treating and special installation shall be southern yellow pine meeting the requirements of the Southern Pine Inspection Bureau (SPIB) for Number 2 or better.
- D. All lumber shall not exceed 19% moisture content.

## 2.2 Plywood

- A. All plywood shall be 4/5-ply minimum and shall comply with U.S. Product Standard PS-1 for softwood plywood and shall bear the specified grade and stamp of the American Plywood Association.
- B. Unless otherwise shown on the Drawings, plywood shall meet the following requirements:

<u>Use</u>	<u>Thickness</u>	<u>Grade</u>	<u>Glue</u>	<u>Span Rating</u>
Roof	5/8" T&G	OSB Structural 1	Exterior	40/20

- C. All OSB shall be "Advantech" by Huber Industries coated oriented strand board (OSB) sheathing in lieu of exterior wall sheathing.

## 2.3 Accessories

- A. Nails shall be new, galvanized as appropriate, common nails of appropriate lengths and sizes to adequately join the wood. Use galvanized where exposed to weather or pressure treated lumber or where shown on the Drawings.
- B. Special Nails shall be used where shown on the Drawings or as recommended by manufacturer.
- C. Glue shall be an all purpose subfloor and construction adhesive, suitable for interior and exterior use, as manufactured by DAP, GE, Ohio Sealants, of approved equivalents.

## 2.4 Pressure Treated Lumber (P.T.)

- A. Lumber or plywood in contact with ground or fresh water shall be treated in accordance with AWPA Standards C2 and LP-22 and shall be rated 0.60 retention.
- B. Lumber in direct contact with concrete, masonry, or steel, not in contact with soil or fresh water shall be treated in accordance with AWPA Standards C2 and LP-2 and shall be rated 0.40 retention.
- C. Pressure treatment shall be water borne chromate copper arsenate (ACQ).
- D. Wood shall be dried after treatment.

## PART 3 – EXECUTION

### 3.1 Removal

- A. During the removal of the roofing the Contractor shall adequately brace the existing arches to insure they will remain in place and will not be damaged by any movement.
- B. Prior to removal of the roofing the Contractor shall cover the salt from moisture. This cover shall remain in place until the completion of the roofing.
- C. Remove existing corrugated Galvalume roofing careful not to damage any existing structural members including purlins and laminated wooden arches. If any damage occurs due to the removal of the existing roofing it shall be replaced at no additional cost to the department.

### 3.2 Inspection & Repair

- A. Contractor shall inspect the roofing members to insure there is no damage to the structure.
- B. When replacement of members is required, carefully select individual lumber pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing.
- C. Cut out and discard defects which render a piece unable to serve its intended function.
- D. Lumber will be rejected by the Department if it is excessively warped, twisted, bowed, mildewed or molded, as well as if it is improperly installed.

### 3.3 Plywood Sheathing

- A. Unless otherwise specified or approved by the Department, install plywood with the face grain perpendicular to framing and central joints over supports. Leave 1/16-inch gap where adjacent plywood panels meet.
- B. Stagger plywood joints so that all joints do not lie on the same support. Nail as shown in the recommended fastening schedule in this Section.

### 3.4 Nailing

- A. Use galvanized nails except as otherwise indicated. Make tight connections between members. Countersink nail heads on exposed carpentry work and fill holes.
- B. Install fasteners without splitting wood; pre-drill as required.
- C. All nailing shall comply with the IBS, Recommended Fastening Schedule (found in table 2304.9.1), unless special requirements are shown on the Drawings.

### 3.5 Concrete Bearing

- A. All wood which bears against concrete, earth, steel or masonry shall be pressure treated as specified on the Drawings or as approved by the Department.

**SPECIAL PROVISION**  
**SECTION 07611**  
**METAL ROOFING**

**PART 1 - GENERAL**

**1.1 Summary**

- A. Work included shall consist of installing a standing seam metal roofing complete with concealed fasteners and accessories for a water tight system. Metal roofing shall be continuous, contoured to the profile of the roof arch, with no butt seams.

**1.2 Quality Assurance**

- A. Contractor shall be approved in writing by the roofing manufacturer and shall substantiate a minimum of three years experience installing standing seam roofing.

**1.3 Submittals**

- A. Submit two copies of detailed shop drawings to the Department for review at least 15 days prior to incorporation into the work. Shop drawings shall be approved and assigned a number by the manufacturer.
- B. Shop drawings shall include the following:
- Outline of roof and roof size.
  - Layout of panels
  - Location and types of proposed penetrations.
  - Perimeter details
  - Penetration details
  - Manufacturer's data on the proposed materials including panels, anchor clips and fasteners.
  - Calculations with registered engineer's seal, licensed in the State of Maine, verifying roof panel and attachment method resists applicable wind pressure imposed on it applicable with the IBC 2009.
- C. Submit written approval of contractor by manufacturer.
- D. Submit sample warranty and maintenance instructions.

**1.4 Warranty**

- A. Provide manufacturer's written twenty year warranty for weather tightness against leaks in roof panels cause by ordinary wear and tear under normal weather conditions.

- B. Roof finish coating shall be warranted against rust, peeling, chipping, cracking and blistering for a period of twenty years.
- C. Contractor shall provide written three year warranty, guaranteeing the roof system to be watertight and free of defects.
- D. Contractor shall provide detailed instructions for preventative maintenance and noting a list of harmful substances that may damage roofing.

## PART 2 – PRODUCTS

### 2.1 Roof Panels

- A. Roof panels shall be 24-gauge Grade C Galvalume ASTM 792-86, AZ 55 with a “Satin Finish”.
- B. Panels shall have a standing, interlocking seam, 16” wide with a seam height of 1.5”.
- C. Panels shall be roll-formed in continuous lengths from eave to ridge.
- D. Roofing color will be selected by the Department.

### 2.2 Fasteners

- A. Panels shall be fastened to the substrate with a concealed clip system that accommodates thermal movement.
- B. Fasteners shall be concealed.

### 2.3 Flashing

- A. Flash all other roof penetrations.
- B. Flashing shall be as recommended by the roofing manufacturer and as approved by the Department. Flashing shall be a minimum of 0.040 aluminum or 24 gauge galvanized steel.
- C. Rubber boot pipe flashing shall be used around vent pipes.

### 2.4 Sealants

- A. Sealants between roof panels shall be as recommended by the manufacturer.
- B. Provide all required sealants at trim, roof penetrations, etc.
- C. Sealants shall be non-drying elastomer based material.

### 2.5 Fascia, Trim and Accessories

- A. Fascia and metal trim shall be prefinished 0.040 aluminum or 24 gauges galvanized steel.
- B. Ridge cap shall be a continuous venting metal ridge cover, as provided by the roofing manufacturer.

## 2.6 Acceptable Manufacturers

- A. Everlast Metals
- B. Approved Equivalent

## 2.7 Provisions for Expansion/Contraction

- A. End wall trim and roof transition flashings shall allow the roof to move relative to walls as the roof expands and contracts with temperature changes.
- B. Movement of roof panels relative to other panels shall be accommodated by the use of clips that allow movement of up to 1” in either direction.
- C. Ridge assembly shall be designed to allow roof panels to move lengthwise with expansion/contraction as the roof panel temperature changes. Parts shall be factory prepunched for correct field assembly. If panels are formed in the field by manufacturer, panels may be punched in field as required by manufacturer. Panel closures and interior reinforcing straps shall be installed to seal the panel ends at the ridge. The attachment fasteners shall not be exposed on the weather side. A lock seam plug shall be used to seal the lock seam portion of the panel. A hi-tensile steel ridge cover shall span from panel closure to panel closure and flex as the roof system expands and contracts.

## PART 3 – EXECUTION

### 3.1 Inspection

- A. Contractor shall inspect the substrate prior to installing metal roofing to insure that the surface is sound and uniform. Correct any irregularities prior to proceeding with the work.

### 3.2 Installation

- A. Fasten metal panels to structural substrate with movable clips that are seamed into the standing seam side lap
- B. Fasten clips to structural substrate in accordance with manufacturer’s recommendations.
- C. Panel to panel connections shall be made with a positive, standing lock seam, continuously locked or crimped together by mechanical means during installation.
- D. All side lap sealant shall be factory applied.

- E. Install accessories such as penetration flashings and eave closures in accordance with manufacturer's recommendations, as approved by the Department.

### 3.3 Final Inspection

- A. A final inspection of the roofing system shall be made by the roofing manufacturer's representative as soon as construction is complete. Coordinate final manufacturer's inspection with the Department. Provide written certification that the metal roof system has been installed in accordance with the manufacturer's recommendations.

November 05, 2014  
Supersedes March 25, 2014

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
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	No Changes to the November 2014 Standard Detail Book	
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SUPPLEMENTAL SPECIFICATION  
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

**SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

**“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”**

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

**“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”**

Remove the definition of Minor Span in its entirety and replace with:

**“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”**

**SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

**C. 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.**

**SECTION 105**  
**GENERAL SCOPE OF WORK**

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

**“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours,**

prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

## **SECTION 109** **CHANGES**

109.5.1 Definitions - Types of Delays In Paragraph ‘A’ delete “Equitable Adjustment” and replace with “adjustment of time”.

## **APPENDIX A TO DIVISION 100**

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

## **SECTION 203** **EXCAVATION AND EMBANKMENT**

### 203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

**Crushed Stone, ¾ inch      703.13**

### 203.042 Rock Excavation and Blasting

On page 2-16, add the word “**No**” to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

**“No blasting products will be allowed on the job site if the date codes are missing.”**

**SECTION 304**  
**AGGREGATE BASE AND SUBBASE COURSE**

304.02 Aggregate

Remove the sentence “Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table” in its entirety and the table that follows it with headings of ‘Material’ and ‘Aggregate Type’.

304.02 – Aggregate Add the following sentence before the sentence starting with “When designated on the plans...”: **“Aggregate Base Course – Type C will be capped with 2” of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16”**

**SECTION 307**  
**FULL DEPTH RECYCLED PAVEMENT**

Remove this Section in its entirety and replace with:

**SECTION 307**  
**FULL DEPTH RECYCLING**  
**(UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)**

**307.01 Description** This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

**MATERIALS**

**307.02 Pulverized Material** Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

**307.021 New Aggregate and Additional Recycled Material** New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

**307.022 Emulsified Asphalt Stabilizer.** If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

**307.023 Water** Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

**307.024 Portland Cement** If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

**307.025 Hydrated Lime** If required, Hydrated Lime shall meet the requirements of AASHTO M216.

## EQUIPMENT

**307.03 Pulverizer** The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

**307.04 Liquid Mixer Unit or Distributor.** If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd<sup>2</sup> with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd<sup>2</sup>. Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

**307.041 Cement or Lime Spreader** If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic

application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

**307.05 Placement Equipment** Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

**307.06 Rollers** The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch<sup>2</sup>, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

### MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

### CONSTRUCTION REQUIREMENTS

**307.06 Pulverizing** The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

**307.07 Weather Limitations** Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.

- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

**307.08 Surface Tolerance** The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of  $\frac{3}{8}$  inch.

**307.09 Full Depth Recycling Procedure** New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of  $\frac{3}{8}$  inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section

**307.041.** The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

**307.091 Repairs** Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

## **TESTING REQUIREMENTS**

**307.10 Quality Control** The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- C. Testing Plan.
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

**MINIMUM QUALITY CONTROL FREQUENCIES**

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	1 per 1000 ft/lane	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department’s onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.

- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

**307.101 Test Strip** The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

**ACCEPTANCE TEST FREQUENCY**

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

**308.102 Curing.** No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

**307.11 Method of Measurement** Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

**307.12 Basis of Payment** The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
<b>307.331 Full Depth Recycled Pavement (Untreated) Yard</b>	<b>Square</b>
<b>307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard</b>	<b>Square</b>
<b>307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard</b>	<b>Square</b>

**SECTION 411**  
**UNTREATED AGGRAGATE SURFACE COURSE**

**411.02 – Aggregate** Add the following to the end of the first sentence: “- Type A”

**SECTION 502**

## STRUCTURAL CONCRETE

### 502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	LSL	LSL	USL	4,5
		N/A	N/A	N/A	
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

### 502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age  $\geq$  56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

### 502.1706 Acceptance Method C

Remove in its entirety and Replace with:

**502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the**

**Department's sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.**

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove "Rapid Chloride" from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove "Chloride" from the heading and from the first sentence.

Replace the sentence that starts with "values greater than..." and replace with "values less than 10 KOHms-cm for Class A concrete or 11 KOHms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department."

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word "Chloride" from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under "Entrained Air" for "Class Fill", in the first line, change from "< 4.0 (Removal)" to "< **4.5 (Removal)**"

In Table 6: Method C PAY REDUCTIONS remove the word 'Chloride' from 'Chloride Permeability'.

**SECTION 619**  
**MULCH**

619.07 Basis of Payment

In the list of Pay Items add "**619.12 Mulch**" with a Pay Unit of "**Unit**".

Change the description of 619.1201 from "Mulch" to "**Mulch – Plan Quantity**"

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

In the list of items change "Organic Humus" to "**Humus**".

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with “ The plant pit...” change “½ inch” to “**1 inch**”

**SECTION 626**

**FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY  
SIGNING, LIGHTING AND SIGNALS**

626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with “Drilled shafts shall not be...”.

**No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations. Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required.**

On Page 6-86, add the following to the paragraph beginning with “Concrete for drilled shafts...” so that it reads as follows:

**“...The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. Concrete for drilled shafts shall be placed in accordance with Section 503.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section. Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”**

**SECTION 660**

**ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

**SECTION 703**  
**AGGREGATES**

703.06 Aggregate for Base and Subbase

Remove the first two paragraphs in their entirety and replace with these:

**“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.**

**The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. “**

703.33 Stone Ballast

In the third paragraph, remove the words “ less than” before 2.60 and add the words “**or greater**” after 2.60.

**SECTION 717**  
**ROADSIDE IMPROVEMENT MATERIAL**

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”