Updated 11/05/14

STATE PROJECT

Effective November 05, 2014
Supersedes January 19, 2012

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items (<u>excluding non-selected alternates</u>).
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. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

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.

November 05, 2014
Supersedes September 19, 2012

NOTICE

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

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

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

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

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open
PIN:
Town:
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed
PIN:
Town:
Date of Bid Opening:
Name of Contractor:
This should not be much of a change for those of you who use Federal Express or similar services.

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

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

October 16, 2001

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, executers, 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: _____

SAMPLE

NOTICE

Bidders:

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

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

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

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

WIN(S): _____ Town(s): _____ Bid Date: _____

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

Company Name:_____**Phone:(_____)**_____

Email: _____ Fax: (_____)_____

Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

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

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 **Hot Mix Asphalt Overlay with Safety Improvements in the town of New Gloucester**" 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 February 25, 2015 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Highway Construction, Paving, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: WIN 022541.00.

Location: In Cumberland County, project is located beginning at the Gray/New Gloucester town line, extending northeasterly 6.43 miles, ending 0.18 miles before the New Gloucester/Auburn town line

Outline of Work: Hot Mix Asphalt Overlay with Safety Improvements 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 **Scott Bickford** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

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 Scarborough. 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 **$50,000** 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 $20 [$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at http://www.maine.gov/mdot/contractors/publications/ .

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

Augusta, Maine
February 4, 2015

STATE OF MAINE
Joyce Noel Taylor
6997
LICENSED
PROFESSIONAL ENGINEER

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)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022541.00 Project(s): 022541.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0010	202.203 PAVEMENT BUTT JOINTS	2,320.000 SY				
0020	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	750.000 T				
0030	403.210 HOT MIX ASPHALT 9.5 MM	8,270.000 T				
0040	403.211 HOT MIX ASPHALT (SHIMMING)	5,200.000 T				
0050	409.15 BITUMINOUS TACK COAT - APPLIED	6,100.000 G				
0060	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	500.000 CY				
0070	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	225.000 LF				
0080	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	50.000 LF				
0090	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2.000 EA				
0100	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	4.000 EA				
0110	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	101,400.000 LF				
0120	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	202,800.000 LF				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022541.00 Project(s): 022541.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0130	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR				
0140	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR				
0150	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0160	639.18 FIELD OFFICE TYPE A	1.000 EA				
0170	652.33 DRUM	10.000 EA				
0180	652.34 CONE	300.000 EA				
0190	652.35 CONSTRUCTION SIGNS	450.000 SF				
0200	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	60.000 CD				
0210	652.38 FLAGGER	1,427.000 HR				
0220	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA				
0230	659.10 MOBILIZATION	LUMP SUM	LUMP SUM			

Section: 1 Total:

Total Bid:

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 22541.00, for the Hot Mix Asphalt Overlay with Safety Improvements in the town of New Gloucester, County of Cumberland, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 7, 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 22541.00, for the Hot Mix Asphalt Overlay with Safety Improvements in the town of New Gloucester, County of Cumberland,** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

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 _____ 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 22541.00, for the Hot Mix Asphalt Overlay with Safety Improvements in the town of New Gloucester, County of Cumberland, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 7, 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 22541.00, for the Hot Mix Asphalt Overlay with Safety Improvements in the town of New Gloucester, County of Cumberland,** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

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)** 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:

SAMPLE

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

SAMPLE

F. Offer.

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

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,
State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

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

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

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

SAMPLE

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

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

CONTRACTOR

_____ **(Sign Here)**
Date (Signature of Legally Authorized Representative of the Contractor)

____(**Witness Sign Here**) _____ **(Print Name Here)**
Witness (Name and Title Printed)

SAMPLE

G. Award.

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

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 la ws of the State of ..... and having a usual place of business ...., as Surety, are held and firm ly 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 m ade, Principa l and Surety bind them selves, their heirs, executors and adm inistrators, successors a nd 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 Num ber _____ in the Municipality of _____ prom ptly and faithfully perfor ms 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 altera tion or extension of tim e 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..... .....…….....

SAMPLE

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 ..... …….....

SAMPLE

March 14, 2007
Supersedes March 3, 1966

Non-federal Projects Only

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

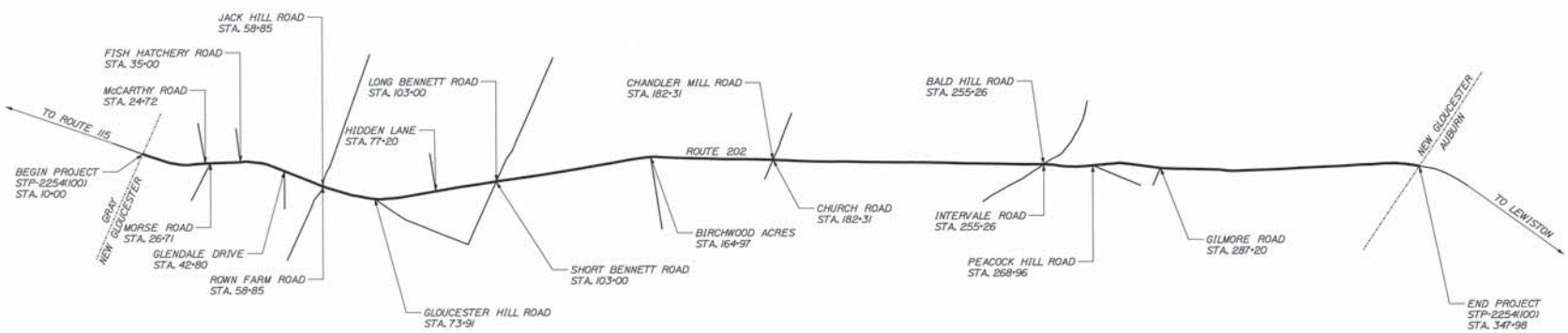
NEW GLOUCESTER

CUMBERLAND COUNTY

ROUTE 202

STP-2254(100)

PROJECT LENGTH : 6.40 MILES



TRAFFIC DATA

Current (2015) AADT	10680
Future (2027) AADT	11960
DHV - % of AADT	11%
Design Hour Volume	1316
% Heavy Trucks (AADT)	9%
% Heavy Trucks (DHV)	3%
Directional Distribution (DHV)	51%
18 kip Equivalent P 2.0	633
18 kip Equivalent P 2.5	603
Design Speed (mph)	50
Functional Class:	Minor Art
Highway Priority:	3

PROJECT LOCATION:	Beginning at the Gray/New Gloucester town line, extending northeasterly 6.40 miles, ending 0.18 miles before the New Gloucester/Auburn town line
PROGRAM AREA:	Highway Program
SCOPE OF WORK:	1-1/4" Overlay

WIN 22541.00 STP-2254(100)

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED

	DATE
COMMISSIONER:	1/28/15
CHIEF ENGINEER:	1-28-15

PROJECT INFORMATION

PROGRAM	HIGHWAY PROGRAM
PROJECT MANAGER	DMRY. LOVELY
DESIGNER	T. STORER
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

SIGNATURE 7/15
P.E. NUMBER 1-12-15
DATE

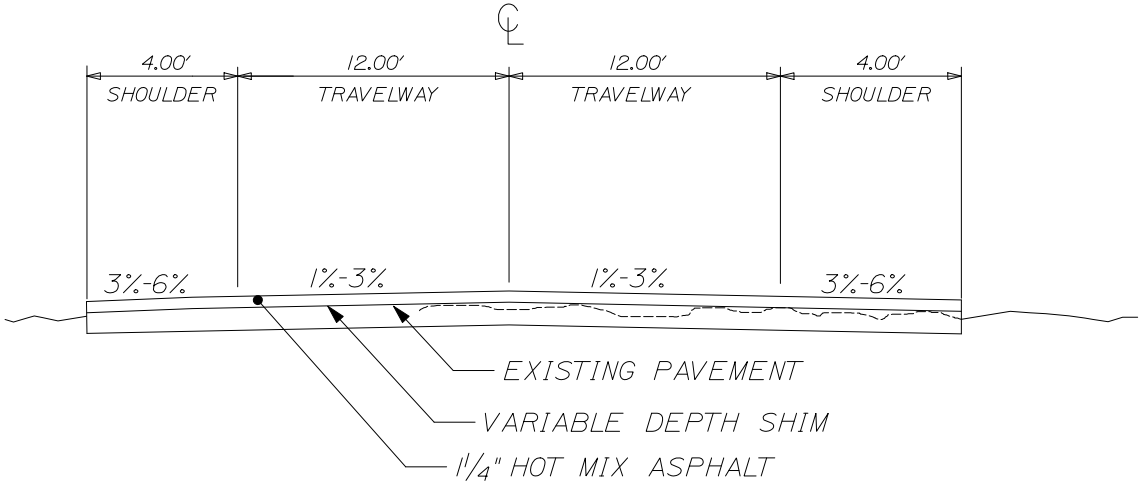
NEW GLOUCESTER
ROUTE 202

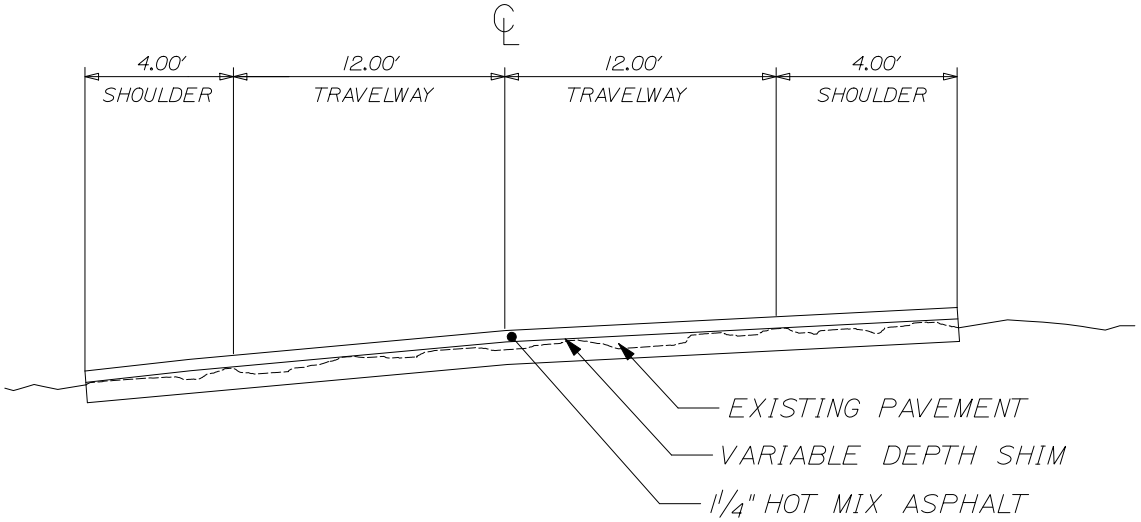
TITLE SHEET

SHEET NUMBER
1
OF 1

Filename: ...\00\HIGHWAY\MSTA\001_Title.dgn Division: HIGHWAY Username: John.Coombs Date:1/12/2015

1 1/4" HOT MIX ASPHALT OVERLAY





FOR SLOPES SEE CURVE DATA SHEETS

NOT TO SCALE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2254(100)

WIN 22541.00

HIGHWAY PLANS

PROJ. MANAGER	EMORY LOVELY	BY	DATE
DESIGN-DETAILED			
CHECKED-DETAILED1			
DESIGN-DETAILED2			
DESIGN-DETAILED3			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

DATE

NEW GLOUCESTER
ROUTE 202

TYPICAL SECTIONS

SHEET NUMBER

1

OF 1

Filename: $file$ Division: $wkgroup$ Username: $user$ Date:$date$

STATIONING

	164+97	Birchwood Acres
	157+69	Pole 52
	149+54	Pole 56
	121+65	Pole 183
	110+69	Pole 178
Long Bennett Road	103+00	Short Bennett Road
Pole 167	88+48	
Pole 161	80+87	
Hidden Lane	77+20	
	73+91	Gloucester Hill Road
Jack Hill Road	58+85	Town Farm Road
Pole 140	45+78	
	42+80	Glendale Drive
Pole 134	37+12	
Fish Hatchery Road	35+00	
	26+71	Morse Road
McCarthy Road	24+72	
	23+51	Pole 126
	18+08	Pole 124
Pole 5/107	10+75	
Start Project	10+00	Start Project
Town Line	9+95	Gray/New Gloucester

STATIONING

Pole 177	348+55	
Town Line		New Gloucester/Auburn
End Project	347+98	End Project
Pole 179	344+92	
Pole 187	334+44	
Pole 192	327+80	
	318+29	Pole 199
	310+08	Pole 206
	298+10	Pole 214
	292+08	Pole 218
	287+20	Gilmore Road
	276+69	Pole 229
	268+96	Peacock Hill Road
	259+51	Pole 239
Bald Hill Road	255+26	Intervale Road
Pole R12	244+71	
Pole 14	232+19	
Pole 19	222+03	
Pole 21	214+50	
	205+05	Pole 22
	190+65	Pole 355
Chandler Mill Road	182+31	Church Road

CONSTRUCTION NOTES

202.203 PAVEMENT BUTT JOINTS

Station	
10+00	Begin Project
347+98	End Project
Side roads	20
Paved Drives	110

403.211 HOT MIX ASPHALT (SHIMMING)

Spot shims shall be required.
Approximately 15 locations, exact locations will be determined by Resident

606.23 GUARDRAIL TYPE 3C - SINGLE RAIL

Station	**To**	**Station**
20+15		22+41 Lt

606.231 GUARDRAIL TYPE 3C - 15 FT RADIUS AND LESS

Station	**To**	**Station**
19+90		20+15 Lt
22+41		22+66 Lt

627.733 4 INCH WHITE OR YELLOW PAVEMENT MARKING LINE

Final striping will not commence until 10 days have elapsed from the completion of surface pavement and must be completed within 20 days of the completion of surface pavement. Unless otherwise directed, failure to comply will result in a Traffic Control Violation.

Once construction is complete, Maintenance of Traffic Control Devices will not be paid while waiting to final stripe.

Once construction is complete, Liquidated Damages will not be charged while waiting to final stripe

CONSTRUCTION NOTES

627.78 TEMPORARY PAVEMENT MARKING LINE WHITE OR YELLOW

Temporary center lines shall be painted on all matched pavement within one week.

Temporary edge lines shall be painted on all pavement layers within four weeks.

All temporary lines shall be painted prior to final striping.

Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers.

TOMs must be used on all pavement layers until temporary paint is applied.

TOMs will be removed before final striping.

TOM removal will be addressed in the Traffic Control Plan.

Only painted temporary line will be paid under this item. TOMs will be considered incidental to the contract.

652.35 CONSTRUCTION SIGNS

Two Road Work Next 7 Miles signs are required as part of this project.

New Gloucester
STP-2254(100)
22541.00
Route 202
January 20, 2015

SLOPE WORKSHEET

Left Slope %	Station	Right Slope %
-1.0	32+50	-1.0
-2.0	32+00	-1.0
-2.0	31+50	-1.0
-2.0	31+00	-1.0
-2.0	30+50	-1.0
-2.0	30+00	-1.0
-2.5	29+50	-1.0
-3.0	29+00	-1.0
-3.0	28+50	-1.0
⬍	⬍	⬍
-3.0	25+50	-1.0
-3.0	25+00	-1.5
-3.0	24+50	-1.5
-3.0	24+00	-1.5
-3.0	23+50	-1.5
-3.0	23+00	-1.0
-3.0	22+50	-1.0
-3.0	22+00	0.0
-3.0	21+50	1.0
-3.0	21+00	2.0
⬍	⬍	⬍
-3.0	15+00	2.0
-3.0	14+50	0.0
-2.0	14+00	-2.0
-2.0	13+50	-3.0
-2.0	13+00	-3.0
-2.0	12+50	-3.0
-2.0	12+00	-3.0
-2.0	11+50	-2.5
-2.0	11+00	-2.5
-2.0	10+50	-2.5
-3.0	10+00	-2.5

Left Slope %	Station	Right Slope %
-1.0	50+00	-3.0
-1.0	49+50	-3.0
-1.0	49+00	-3.0
-1.5	48+50	-2.0
-1.5	48+00	-1.5
-1.5	47+50	-1.0
-1.5	47+00	-1.0
-3.0	46+50	-1.0
-3.0	46+00	-1.0
-3.0	45+50	-1.0
-3.0	45+00	-1.0
-3.0	44+50	-1.0
-1.0	44+00	-3.0
1.0	43+50	-3.0
2.0	43+00	-3.0
2.0	42+50	-3.0
2.0	42+00	-3.0
2.0	41+50	-3.0
2.0	41+00	-2.0
2.0	40+50	-2.0
2.0	40+00	-2.0
1.0	39+50	-2.0
1.0	39+00	-2.0
1.0	38+50	-2.0
1.0	38+00	-3.0
1.0	37+50	-3.0
1.0	37+00	-3.0
1.0	36+50	-3.0
1.0	36+00	-2.5
1.0	35+50	-1.0
0.0	35+00	-1.0
-1.0	34+50	-1.0

Left Slope %	Station	Right Slope %
-1.0	66+00	-3.0
-1.0	65+50	-3.0
-2.0	65+00	-3.0
-2.5	64+50	-1.0
-2.5	64+00	1.0
-2.5	63+50	1.0
-4.0	63+00	1.0
-4.0	62+50	2.0
-4.0	62+00	2.0
-5.0	61+50	2.0
-5.0	61+00	2.0
-5.0	60+50	2.0
-4.0	60+00	2.0
-4.0	59+50	1.0
-4.0	59+00	-1.0
-2.0	58+50	-2.0
-1.5	58+00	-3.0
-1.5	57+50	-3.0
-1.5	57+00	-3.0
-1.5	56+50	-3.0
-1.5	56+00	-3.0
-1.5	55+50	-1.5
-1.5	55+00	-1.0
-1.5	54+50	-1.0
-2.0	54+00	-1.0
-2.0	53+50	-1.0
-2.0	53+00	-1.5
-2.0	52+50	-2.0
-1.5	52+00	-2.0
-1.5	51+50	-2.0
-1.0	51+00	-2.0
-1.0	50+50	-3.0

SLOPE WORKSHEET

Left Slope %	Station	Right Slope %
-2.0	87+00	-3.0
-2.5	86+50	-3.0
-2.5	86+00	-3.0
-3.0	85+50	-3.0
-3.0	85+00	-2.0
⬍	⬍	⬍
-3.0	82+00	-2.0
-3.0	81+50	-1.0
-3.0	81+00	1.0
-3.0	80+50	2.0
-3.0	80+00	3.0
-4.0	79+50	3.0
-4.0	79+00	2.0
-4.0	78+50	1.0
⬍	⬍	⬍
-4.0	76+00	1.0
-4.0	75+50	2.0
⬍	⬍	⬍
-4.0	73+00	2.0
-4.0	72+50	3.0
-4.0	72+00	3.0
-4.0	71+50	3.0
-4.0	71+00	2.0
-4.0	70+50	2.0
-4.0	70+00	2.0
-4.0	69+50	2.0
-4.0	69+00	1.0
-4.0	68+50	-1.0
-2.0	68+00	-3.0
-1.0	67+50	-3.0
-1.0	67+00	-3.0
-1.0	66+50	-3.0

Left Slope %	Station	Right Slope %
-3.0	106+00	-1.5
-3.0	105+50	-2.0
-3.0	105+00	-2.0
-3.0	104+50	-1.5
-3.0	104+00	-1.5
-3.0	103+50	-1.5
-3.0	103+00	-1.5
-3.0	102+50	-2.0
-3.0	102+00	-2.0
-3.0	101+50	-2.0
-3.0	101+00	-3.0
-3.0	100+50	-3.0
-3.0	100+00	-3.0
-3.0	99+50	-2.5
-3.0	99+00	-2.5
-3.0	98+50	-2.5
-3.0	98+00	-2.0
-3.0	97+50	-1.0
⬍	⬍	⬍
-3.0	95+00	-1.0
-3.0	94+50	-1.5
-3.0	94+00	-2.0
⬍	⬍	⬍
-3.0	91+50	-2.0
-3.0	91+00	-1.5
-3.0	90+50	-1.5
-3.0	90+00	-1.5
-3.0	89+50	-1.5
-3.0	89+00	-2.0
-3.0	88+50	-3.0
-2.5	88+00	-3.0
-2.0	87+50	-3.0

Left Slope %	Station	Right Slope %
-3.0	135+50	-2.0
-3.0	135+00	-2.0
-3.0	134+50	-3.0
⬍	⬍	⬍
-3.0	130+50	-3.0
-3.0	130+00	-2.0
-3.0	129+50	-2.0
-3.0	129+00	-2.0
-3.0	128+50	-2.0
-3.0	128+00	-3.0
-3.0	127+50	-3.0
-3.0	127+00	-3.0
-2.0	126+50	-3.0
-2.0	126+00	-3.0
-2.0	125+50	-3.0
-2.0	125+00	-3.0
-2.5	124+50	-3.0
-2.5	124+00	-3.0
-2.5	123+50	-2.0
-2.5	123+00	-2.0
-2.5	122+50	-2.0
-3.0	122+00	-2.0
⬍	⬍	⬍
-3.0	116+00	-2.0
-3.0	115+50	-1.0
⬍	⬍	⬍
-3.0	111+00	-1.0
-3.0	110+50	-2.0
⬍	⬍	⬍
-3.0	107+50	-2.0
-3.0	107+00	-1.5
-3.0	106+50	-1.5

SLOPE WORKSHEET

Left Slope %	Station	Right Slope %
-3.0	165+50	-3.0
-2.5	165+00	-3.0
-1.5	164+50	-3.0
⬍	⬍	⬍
-1.5	162+00	-3.0
-2.0	161+50	-3.0
-2.0	151+00	-3.0
-2.0	150+50	-3.5
0.0	150+00	-4.0
2.0	149+50	-5.5
4.0	149+00	-6.0
5.0	148+50	-6.0
5.0	148+00	-6.0
5.5	147+50	-5.5
5.0	147+00	-5.0
4.0	146+50	-4.0
3.0	146+00	-3.0
2.0	145+50	-2.0
1.5	145+00	-2.0
0.5	144+50	-2.0
-1.0	144+00	-2.0
-2.0	143+50	-2.0
⬍	⬍	⬍
-2.0	140+00	-2.0
-2.0	139+50	-1.5
-2.0	139+00	-1.5
-2.0	138+50	-1.5
-2.0	138+00	-1.5
-2.0	137+50	-1.5
-2.0	137+00	-2.0
-3.0	136+50	-2.0
-3.0	136+00	-2.0

Left Slope %	Station	Right Slope %
-2.0	189+50	-2.5
-2.0	189+00	-2.5
-2.0	188+50	-2.0
-2.0	188+00	-2.0
-2.0	187+50	-2.0
-2.0	187+00	-2.5
-2.0	183+50	-2.5
-1.5	183+00	-2.5
-1.5	182+50	-3.0
-1.5	182+00	-3.0
-1.5	181+50	-3.0
-1.5	181+00	-3.0
-1.5	180+50	-3.0
-1.5	180+00	-2.0
-1.5	179+50	-2.0
-1.5	179+00	-2.0
-2.0	178+50	-2.0
⬍	⬍	⬍
-2.0	175+50	-2.0
-2.0	175+00	-2.0
-2.0	174+50	-3.0
-2.0	174+00	-3.0
⬍	⬍	⬍
-2.0	171+50	-3.0
-1.5	171+00	-3.0
⬍	⬍	⬍
-1.5	168+50	-3.0
-2.0	168+00	-3.0
-2.0	167+50	-3.0
-2.0	167+00	-3.0
-3.0	166+50	-3.0
-3.0	166+00	-3.0

Left Slope %	Station	Right Slope %
-2.0	216+00	-2.5
-2.0	215+50	-2.0
-2.0	215+00	-2.0
-1.5	214+50	-2.0
-1.5	214+00	-2.0
-1.5	213+50	-2.0
-1.5	213+00	-2.0
-1.5	212+50	-1.5
-1.5	212+00	-1.5
-1.5	211+50	-1.5
-1.5	211+00	-1.5
-1.0	210+50	-1.5
-3.0	210+00	-1.5
-3.0	209+50	-2.5
-3.0	209+00	-3.0
⬍	⬍	⬍
-3.0	207+00	-3.0
-2.0	206+50	-2.0
⬍	⬍	⬍
-2.0	196+00	-2.0
-1.5	195+50	-2.0
-1.5	195+00	-2.0
-1.5	194+50	-2.0
-1.5	194+00	-2.5
-1.5	193+50	-3.0
-1.5	193+00	-3.0
-1.5	192+50	-3.0
-1.5	192+00	-2.5
-1.5	191+50	-2.0
-1.5	191+00	-2.0
-2.0	190+50	-2.0
-2.0	190+00	-2.5

SLOPE WORKSHEET

Left Slope %	Station	Right Slope %
-2.0	239+00	-3.0
-2.0	238+50	-3.0
-2.0	238+00	-3.0
-2.5	237+50	-2.5
-2.5	237+00	-2.0
-3.0	236+50	-2.0
-3.0	236+00	-1.0
-3.0	232+00	-1.0
-3.0	231+50	-2.0
-3.0	231+00	-2.5
⬍	⬍	⬍
-3.0	229+00	-2.5
-3.0	228+50	-2.0
-3.0	228+00	-1.5
-3.0	227+50	-1.5
-3.0	227+00	-1.5
-3.0	226+50	-1.5
-2.5	226+00	-1.5
-2.5	225+50	-1.5
-2.5	225+00	-1.5
-2.0	224+50	-1.5
-2.0	224+00	-1.5
-2.0	223+50	-1.5
-2.0	223+00	-2.0
-2.0	222+50	-2.0
-2.0	222+00	-2.0
-1.5	221+50	-2.0
-1.5	221+00	-2.0
-1.5	220+50	-2.0
-1.5	220+00	-2.0
-1.5	219+50	-2.0
-2.0	219+00	-2.5

Left Slope %	Station	Right Slope %
-1.0	267+00	-3.0
-1.0	266+50	-2.0
-2.0	266+00	-2.0
-2.5	265+50	-1.0
-2.5	265+00	-1.0
-2.5	264+50	0.0
-3.0	264+00	1.0
-3.0	263+50	1.0
-3.0	263+00	1.0
-3.0	262+50	1.0
-3.0	262+00	1.0
-3.0	261+50	-0.5
-3.0	261+00	-1.5
-3.0	260+50	-3.0
-2.0	260+00	-3.0
⬍	⬍	⬍
-2.0	256+00	-3.0
-1.0	255+50	-3.0
-1.0	255+00	-3.0
-1.0	254+50	-2.5
-1.0	254+00	-2.5
-1.5	253+50	-2.5
-2.5	253+00	-2.5
-3.0	252+50	-1.5
-3.0	252+00	-2.0
⬍	⬍	⬍
-3.0	242+00	-2.0
-3.0	241+50	-2.0
-2.5	241+00	-2.0
-2.5	240+50	-2.0
-2.5	240+00	-3.0
-2.0	239+50	-3.0

Left Slope %	Station	Right Slope %
-3.0	283+00	-3.0
-3.0	282+50	-3.0
-3.0	282+00	-3.0
-2.5	281+50	-3.0
-2.5	281+00	-3.0
-2.5	280+50	-3.0
-2.5	280+00	-3.0
-2.0	279+50	-3.0
-1.0	279+00	-3.0
0.0	278+50	-3.0
0.5	278+00	-3.0
0.5	277+50	-3.0
0.5	277+00	-3.0
0.5	276+50	-3.0
0.5	276+00	-3.0
0.5	275+50	-3.0
0.5	275+00	-3.0
1.0	274+50	-3.0
2.0	274+00	-3.0
2.0	273+50	-4.0
2.0	273+00	-4.0
1.0	272+50	-4.0
1.0	272+00	-4.0
-1.0	271+50	-4.0
-1.5	271+00	-4.0
-2.0	270+50	-3.5
-2.0	270+00	-3.0
-2.0	269+50	-3.0
-2.0	269+00	-3.0
-1.5	268+50	-3.0
-1.5	268+00	-3.0
-1.0	267+50	-3.0

SLOPE WORKSHEET

Left Slope %	Station	Right Slope %
-3.0	300+50	-3.0
-3.0	300+00	-2.5
⬍	⬍	⬍
-3.0	298+50	-2.5
-3.0	298+00	-2.0
-3.0	297+50	-2.0
⬍	⬍	⬍
-3.0	295+50	-2.0
-3.0	295+00	-2.5
-3.0	294+50	-2.5
-3.0	294+00	-2.5
-3.0	293+50	-2.5
-3.0	293+00	-3.0
-3.0	292+50	-3.0
-3.0	292+00	-3.0
-3.0	291+50	-2.5
-3.0	291+00	-1.5
-3.0	290+50	-0.5
-3.0	290+00	1.0
-4.0	289+50	1.5
-4.0	289+00	2.0
-4.0	288+50	2.0
-4.0	288+00	2.0
-3.5	287+50	2.0
-3.5	287+00	1.5
-3.5	286+50	0.5
-3.0	286+00	-1.0
-3.0	285+50	-1.5
-3.0	285+00	-1.5
-3.0	284+50	-2.0
-3.0	284+00	-2.0
-3.0	283+50	-2.0

Left Slope %	Station	Right Slope %
-3.0	328+00	-3.0
⬍	⬍	⬍
-3.0	321+50	-3.0
-2.5	321+00	-3.0
-2.5	320+50	-2.0
-2.5	320+00	-2.0
-2.0	319+50	-2.0
-2.0	319+00	-2.5
-2.0	318+50	-2.5
-2.5	318+00	-2.5
-2.5	317+50	-3.0
-2.5	315+00	-3.0
-3.0	314+50	-2.0
-3.0	314+00	-1.5
-3.0	313+50	-1.0
-3.0	313+00	-1.0
-3.0	312+50	-1.0
-3.0	312+00	-1.5
-3.0	311+50	-1.5
-3.0	311+00	-1.5
-3.0	310+50	-2.0
-3.0	310+00	-2.0
-2.5	309+50	-3.0
-2.5	309+00	-3.0
-2.0	308+50	-3.0
⬍	⬍	⬍
-2.0	304+50	-3.0
-2.5	304+00	-3.0
⬍	⬍	⬍
-2.5	302+00	-3.0
-3.0	301+50	-3.0
-3.0	301+00	-3.0

Left Slope %	Station	Right Slope %
-3.0	348+00	-3.0
⬍	⬍	⬍
-3.0	342+00	-3.0
-3.0	341+50	-2.5
-3.0	341+00	-2.0
-3.0	340+50	-1.5
-3.0	340+00	-1.5
-3.0	339+50	-1.5
-3.0	339+00	-1.5
-3.0	338+50	-1.0
⬍	⬍	⬍
-3.0	336+00	-1.0
-3.0	335+50	-2.0
⬍	⬍	⬍
-3.0	333+50	-2.0
-3.0	333+00	-2.5
-3.0	332+50	-2.5
-3.0	332+00	-3.0
-3.0	331+50	-3.0
-3.0	331+00	-3.0
-2.5	330+50	-3.0
-2.5	330+00	-3.0
-2.5	329+50	-3.0
-2.5	329+00	-3.0
-2.5	328+50	-3.0

GENERAL NOTES

1. All joints between existing and proposed hot bituminous pavement shall be butted. Payment shall be made under Item 202.203 Pavement Butt Joint.

2. Construct butt joints at all paved drives and entrances.

3 A temporary ramp shall be constructed with HMA at the ends of the roadway section paved or milled each day. The use of millings or RAP will not allowed, but cold patch may be temporarily utilized until HMA plants are open for the season.

   For Interstate Highways or roadways with speed limits exceeding 50 mph, temporary ramps shall be constructed with one foot of length for every 1/8” of transition depth on the leading end, and one foot of length for every 1/4” of transition depth on the trailing end.

   For all other roadways with speed limits less than 50 mph, temporary ramps shall be constructed with one foot of length for every 1/4” of transition depth on the leading and the trailing end.

   Materials, placement, maintenance, and removal shall be incidental to contract items.

4 A 3' paved lip shall be placed at all gravel entrances unless otherwise noted in the plans or directed by the Resident.

5 Any necessary cleaning of existing pavement prior to paving (or milling) shall be incidental to the related paving (or milling) items.

6 All existing paved shoulders and widenings to be resurfaced as directed by the Resident.

7 Shoulder shim shall taper to 0 inches prior to face of existing curb and guardrail.

8 When super elevation exceeds the slope of the low side shoulder, the shoulder pavement will have same slope as traveled way.

9 No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.

10 As directed by the Resident, all existing underdrain outlets shall be located, cleaned out and ditched as required or replaced as necessary. Payment will be made under appropriate contract items.

GENERAL NOTES

11 Guardrail end treatments shall be installed concurrently with the placement of each section of beam guardrail.

12 Holes created by Guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment to be considered incidental to the guardrail items.

13 The contractor will be responsible for maintaining all existing mailboxes to ensure that the mail will be deliverable each day. Payment will be made under appropriate rental items.

14 Any damage to the slopes caused by the contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment, and materials required to make repairs shall be at the contractor's expense.

15 No separate payment for superintendent or foreman will be made for the supervision of equipment being paid for under the equipment rental items.

16 “Undetermined Locations” shall be determined by the Resident.

17 Stations referenced are approximate.

18 All work shall be done in accordance with the Maine Department of Transportation’s Best Management Practices for Erosion & Sedimentation Control, February, 2008.

19 The contractor will place appropriately marked stakes at the following locations on the project: striping pattern changes, cross-slope changes, and every 500’ for stationing. The contractor will paint every full station (100’) on the existing roadway and will transfer the painted stationing through all intermediate lifts (not surface). Stationing control must be placed before work can commence. Cross-slope and striping change controls must be placed before paving can commence.

Town: **New Gloucester**
Road Name: **Route 202**
Project: **WIN 22541.00**
Date: **December 2, 2014**

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

MEETING

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

GENERAL INFORMATION

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

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

Overview:

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

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

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

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

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

AERIAL

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

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

Several utilities have aerial wires crossings over Route 202. These locations are at random locations. These wires do not appear to be issue given the project scope. No relocation or involvement of any kind is anticipated by the aerial utilities as part of the work but the contractor should inspect these locations, prior to bid, and be aware of these lines when preparing their bid and using machines that are over legal heights.

CMP has major high volt power line that crosses the project. The contractor is once again advised to use caution when working in that area with over height machines.

SUBSURFACE

The **Auburn Water District** maintains a small water system for the Town of New Gloucester. This water system is for the most part out of the pavement along Route 202 and in the gravel shoulder in the Upper Gloucester area. The **Auburn Water District** (or their contractor) will inspect, loosen and repair any or all water gates, which are in the paved areas, prior to surface paving. Once loosened, and prior to finish paving, the **Contractor** shall check boxes for mobility and report any issues to the District. **The Contractor shall raise all gates during all paving operations with Portland Water District oversight. The payment for this work will be considered incidental to the paving item.** The **Auburn Water District** needs **5** working days after shim to loosen and inspect their gates. The **Contractor** will notify the **District** at least 5 days prior to shim and 48 hours prior to final paving for oversight purposes. The **Auburn Water District** estimates **5** water gates that the **Contractor** will need to adjust to grade. The contact for the **Auburn Water District** is Sid Hazelton at 784-6469.

UTILITY SIGNING

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

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title35-A, Chapter 7-A Sections 751 -761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per section 757 of the above act.

DIG SAFE

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

MAINTAINING UTILITY LOCATION MARKINGS

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

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

Utility Companies	Utility Contact	Phone
Central Maine Power Co.	Skip McKay	626-9445
Fair Point Communications	Marty Pease	797-1119
Time Warner Cable	Mark Pelletier	253-2324
Auburn Water District	Sid Hazelton	784-6469

Project No.: STP-2254(100)

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of New Gloucester** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

(a) The section of highway under construction in Cumberland County, Project No. STP-2254(100) is located on Route 202, beginning at the Gray/New Gloucester town line and extending northeasterly 6.4 miles, ending 0.18 mi. before the New Gloucester/Auburn town line.

Per 29-A § 2382 (7) MRSA, the MDOT may "*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section."

The Municipal Officers for the **Town of New Gloucester** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the "Construction Area".

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

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 --------Overlay Route 202 New Gloucester WIN 22541.00

Location of Project –New Gloucester, Cumberland County

2015 Fair Minimum Wage Rates

- **Highway & Earthwork Cumberland County**

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$16.00	$0.48	$16.48	Ironworker - Reinforcing	$20.00	$1.23	$21.23
Backhoe Loader Operator	$19.50	$0.71	$20.21	Ironworker - Structural	$22.65	$6.06	$28.71
Bricklayer	$23.24	$1.80	$25.04	Laborers (Incl.Helpers & Tenders)	$12.50	$0.71	$13.21
Bulldozer Operator	$18.40	$3.11	$21.51	Laborer - Skilled	$15.50	$3.60	$19.10
Carpenter	$19.00	$1.75	$20.75	Line Erector - Power/Cable Splicer	$27.42	$8.05	$35.47
Carpenter - Rough	$24.00	$1.90	$25.90	Loader Operator - Front-End	$17.00	$2.68	$19.68
Cement Mason/Finisher	$16.81	$0.74	$17.55	Mechanic- Maintenance	$18.00	$3.08	$21.08
Concrete Pump Operator	$19.00	$3.35	$22.35	Painter	$16.75	$3.50	$20.25
Crane Operator =>15 Tons)	$24.00	$4.81	$28.81	Paver Operator	$19.88	$1.57	$21.45
Crusher Plant Operator	$18.00	$2.85	$20.85	Pipelayer	$15.16	$1.84	$17.00
Diver	$23.00	$8.25	$31.25	Pump Installer	$22.00	$2.70	$24.70
Driller - Rock	$17.50	$4.86	$22.36	Reclaimer Operator	$20.75	$10.84	$31.59
Earth Auger Operator	$22.50	$8.14	$30.64	Rigger	$20.00	$3.18	$23.18
Electrician - Licensed	$27.77	$13.76	$41.53	Roller Operator - Pavement	$17.00	$1.02	$18.02
Electrician Helper/Cable Puller (Licensed)	$16.39	$3.23	$19.62	Screed/Wheelman	$17.00	$4.32	$21.32
Excavator Operator	$18.38	$2.36	$20.74	Stone Mason	$17.00	$0.00	$17.00
Fence Setter	$11.00	$0.00	$11.00	Truck Driver - Light	$17.00	$1.46	$18.46
Flagger	$9.00	$0.00	$9.00	Truck Driver - Medium	$15.38	$0.48	$15.86
Grader/Scraper Operator	$20.00	$4.90	$24.90	Truck Driver - Heavy	$15.00	$1.70	$16.70
Highway Worker/Guardrail Installer	$16.80	$3.56	$20.36	Truck Driver - Tractor Trailer	$15.00	$0.53	$15.53
Hot Top Plant Operator	$20.75	$10.84	$31.59	Truck Driver - Mixer (Cement)	$14.60	$0.68	$15.28

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

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

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

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

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

Determination No: HI-032-2015

Filing Date: January 20, 2015

Expiration Date: 12-31-2015

A true copy

Attest: Pamela Megathlin

Pamela Megathlin
Director
Bureau of Labor Standards

BLS 424HI (R2015) (Highway & Earthwork Cumberland)

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

1) Only one paving operation will be allowed at one time unless otherwise approved by the Resident.

2) Three variable message boards shall be placed to warn the traveling public of the road work on this project, two at the southern end before the Turnpike entrance and one north of the project before the Turnpike entrance.
One message board shall be placed on Route 26 north bound south of exit 63 Gray
One message board shall be placed on Route 202 east bound west of exit 63 Gray
One message board shall be placed on Route 202 south bound north of exit 75 Auburn

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

1) This Contract shall be completed within 60 continuous calendar days. The Contractor may begin work anytime in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date will be no later than November 7, 2015.

2) At least 21 days prior to the desired Begin Construction Date and no later than June 15th, the Contractor will submit an **email** with their Schedule of Work in accordance with Standard Specification 107.4.2 to the Project Manager (**Denis Lovely, Emory.Lovely@Maine.gov**) and the Assistant Highway Program Manager (**Scott Bickford, Scott.Bickford@Maine.gov**). Upon receipt of the schedule, a pre-construction meeting will be scheduled. A Contract Modification will be executed to document the Contract Completion Date based upon the Begin Construction Date.

SPECIAL PROVISION
SECTION 400
HOT MIX ASPHALT PAVEMENTS
(Contractor Support of Hot Mix Asphalt with Hydrated Lime Pilot Project)

Description The Contractor shall furnish and place Hot Mix Asphalt (HMA) pavement in an approved manner in accordance with the Contract documents and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or established. Additional work will be required by the Contractor to support this pilot project, which will be conducted prior to and during placement and compaction of asphalt materials. The purpose of the project is to demonstrate hydrated lime technology, to evaluate the benefits and effectiveness of hydrated lime for improving durability and moisture resistance of HMA mixtures. Also, this project would evaluate the best practices for introduction of hydrated lime to HMA in the plant facility. The Department shall accept this work under Quality Assurance provisions as specified in Standard Specification 106 and Special Provision 401.

I. Control Strip

A control strip of HMA without hydrated lime shall be placed by the Contractor prior to production of HMA with hydrated lime. See Special Provision 401 – HMA using hydrated lime for specifics pertaining to the control strip. The control strip will serve as a baseline to compare with the HMA with hydrated lime.

II. Sampling / Testing

In support of the pilot project, additional material will be sampled in order to produce specimens for laboratory testing. Additional HMA material (approximately an additional three boxes per acceptance sample) will be obtained at time of normal acceptance samples for the control strip and sections with hydrated lime. Transportation of these additional samples by the Contractor will not be required. The additional HMA material will be used at Department laboratories for testing in the Hamburg Wheel Tracking Device among other tests. The Contractor may be required to cut additional cores for research purposes in addition to Acceptance and Quality Control cores. The Contractor shall provide any needed traffic control to accommodate the above testing.

III. Communication with Agency and Research Team

A discussion about the method of hydrated lime introduction, research testing plan, and the control strip shall be held at the project prepave meeting. The Contractor’s entire QC team for the project (QC administrator, PCT for the plant(s), and project QCT) shall be present for the meeting. In addition, at least once a week, the Department research team members will meet with the Contractor's project manager and inspection staff to plan and coordinate the testing work. This meeting can take place at the normally scheduled progress meetings. At the time of the meeting, the Department research team will provide clear instruction on the anticipated testing operations. The Contractor shall keep the Department research team aware of project changes that may affect the production and placement of the HMA. The Contractor will receive copies of all research test data generated from the project.

IV. Basis of Payment

All costs related to the use of the Contractor’s QC personnel and testing equipment, materials, and other miscellaneous expenses will be incidental to the paving items.

SPECIAL PROVISION
SECTION 400
HOT MIX ASPHALT PAVEMENTS
(HMA using Hydrated Lime)

The following sections of Section 400 have been revised with following additional requirements.

401.01 Description The Contractor shall compose Hot Mix Asphalt (HMA) Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), hydrated lime, and mineral filler if required. Hydrated Lime shall be utilized in all mixtures so denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

401.02 Materials Materials shall meet the requirements specified in Section 700 – Materials; and the applicable AASHTO and ASTM Standards specified:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09
Hydrated Lime	AASHTO M216

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), hydrated lime and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF).

Hydrated lime shall be used in all HMA at a rate of one percent (1%) by weight of the total dry aggregate including RAP aggregate, if used. The Contractor shall obtain a shipping ticket for each shipment of hydrated lime. The Contractor shall provide the Resident with a copy of each shipping ticket from the supplier, including the date, time and weight of hydrated lime shipped and used in HMA production. The Contractor shall submit a material data sheet for the hydrated lime to the Resident for approval.

The Contractor shall provide the following information with the proposed JMF:
- Material Safety Data Sheets (MSDS) for hydrated lime
- Supplier and source for Hydrated Lime

401.13 Preparation of Aggregates Hydrated lime shall be added into the HMA aggregate mixture prior to mixing with the PGAB. Hydrated lime introduction systems must be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target. The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can be readily calibrated. The system shall provide a means for convenient sampling of the hydrated lime additive and verifying the quantity of lime dispensed. If the hydrated lime is to be introduced directly into the plant then the additive equipment shall be synchronized with the cold feed controls to operate concurrently with the cold feed operation. The system will be configured to automatically adjust the hydrated lime feed to variations in the cold aggregate feed. The hydrated lime system shall have out-of-tolerance sensing ability by weight, and have a means to indicate the out–of–tolerance condition.

401.14 Mixing Hydrated lime shall be added into the HMA aggregate mixture prior to the aggregate blend mixing with the PGAB. Aggregate feed rate, or pugmill mixing times shall be adjusted to ensure complete blending of Hydrated Lime and aggregate before the PGAB is added.

401.18 Quality Control Method A, B, & C The Contractor shall provide a written supplement to the project specific QCP outlining the proposed methods of adding and mixing the hydrated lime for approval by the Department. This written summary shall also provide information describing how the Contractor will perform quality control on the addition of hydrated lime, specifically the method of introduction and how the lime use will be measured to assure that the specified percentage is consistently added, and appropriately mixed. The supplemental QCP covering hydrated lime introduction shall be provided to the Department at least one week prior to the prepave meeting.

401.203 Testing Method C Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 tons, with unanticipated over-runs of up to 1500 ton rolled into the last lot. Sublot sizes shall be 750 ton for mixture properties, 500 ton for base or binder densities and 250 ton for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 7: METHOD C ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-5%
Passing 0.60 mm	Target +/-4%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.9 +/-0.3
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria. The Contractor may request a contract modification to change to testing method “A” prior to work starting on this item.

Control Strip A control strip of HMA without Hydrated Lime of at least **500 ton** but not exceeding **750 ton** shall be required. It shall be evaluated under the Method C testing requirements for mix volumetric and density, **but only three samples and three cores will be taken and used to quantify a payfactor**. The Contractor may request a contract modification to change the control strip to testing method “B” prior to starting work. The control strip will be excluded from the remainder of the projects’ QA analysis. The control strip shall be placed prior to producing HMA with hydrated lime on the mainline travelway and at a location approved by the Department. The Contractor shall notify the Department at least 48 hours in advance of placing the control strip. The control strip will serve as a baseline to compare with the HMA with hydrated lime as well as allow the Contractor to adjust the mix design prior to producing with hydrated lime.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
		1 ¼" HMA Overlay with Shim			
		Mainline Travelway & Shoulders			
		HMA with Hydrated Lime			
Wearing	9.5 mm	403.210	1 ¼"	1	1,5,9,20,27,28
Shim	9.5 mm	403.211	variable	1/more	1,2,4,9,11,14,20
		1 ¼" HMA Overlay with Shim			
		Mainline Travelway & Shoulders			
		Control Strip			
Wearing	9.5 mm	403.210	1 ¼"	1	1,5,9,20,27,28
Shim	9.5 mm	403.211	variable	1/more	1,2,4,9,11,14,20
		Drives, Misc.			
Wearing	9.5 mm	403.209	¾"	1/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
9. Section 106.6 Acceptance, (2) Method C. Refer to Standard Specifications November 2014 Edition Division 400 Section 401.203 Method C for specifics. The Contractor may request a contract modification to change to testing method "A" prior to work starting on this item.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded "** mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.

20. The Contractor may place the specified HMA pavement course, not to exceed 2" inch compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Additional centerline delineation such as double RPM application or temporary painted line shall be required for centerline depths exceeding ¾" inch. Pavement layers ¾" inch or less shall require a single RPM application placed on the newly placed pavement as a minimum. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.
27. See Special Provision 401 – HMA using Hydrated Lime for project specifics,.
28. See Special Provision 401 – Contractor Support of Hot Mix Asphalt with Hydrated Lime Pilot Project for project specifics.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.025 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

February 4, 2011
Supersedes February 27, 2003

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Road Work xxxx [1]
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

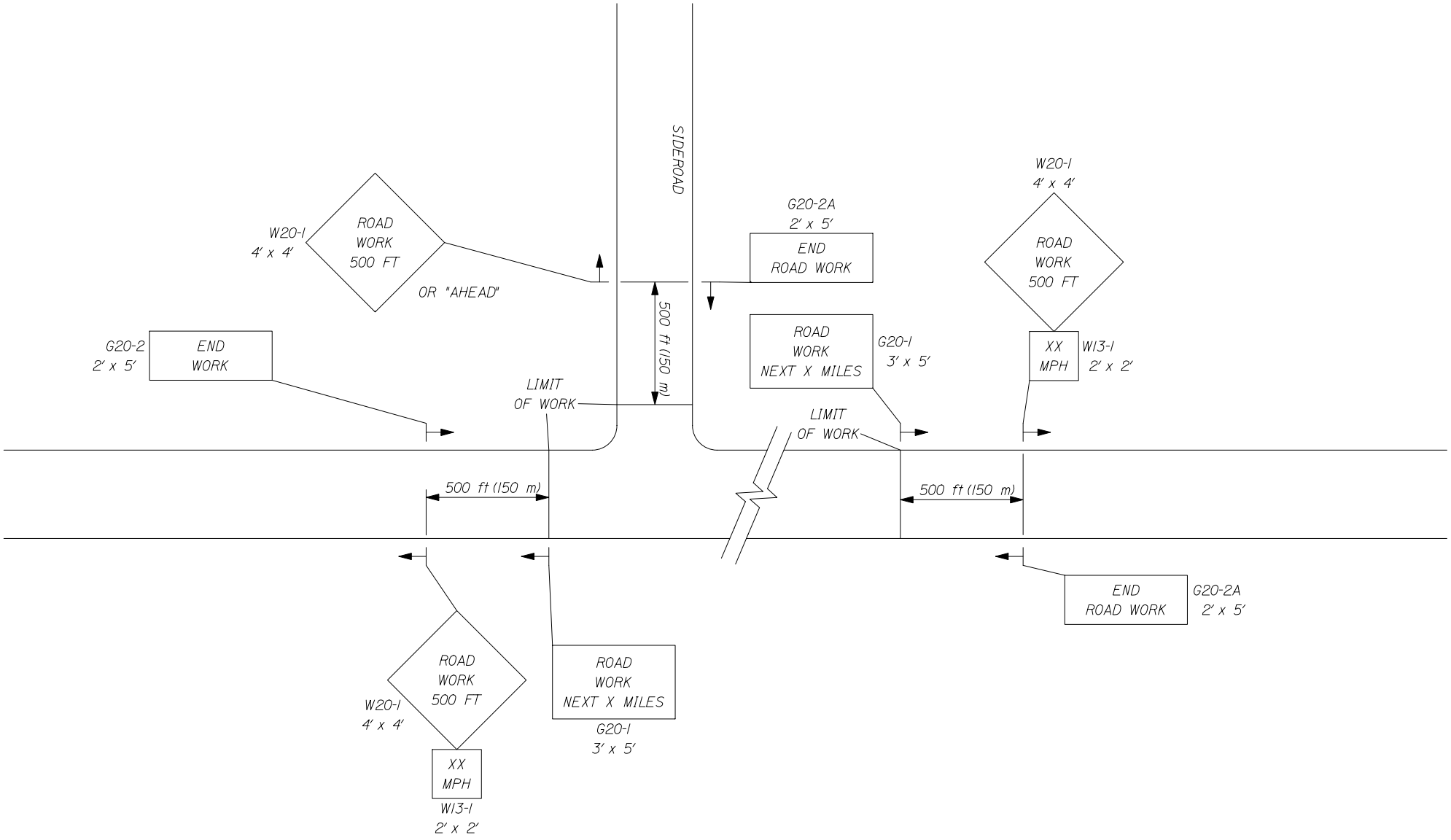
The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

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

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

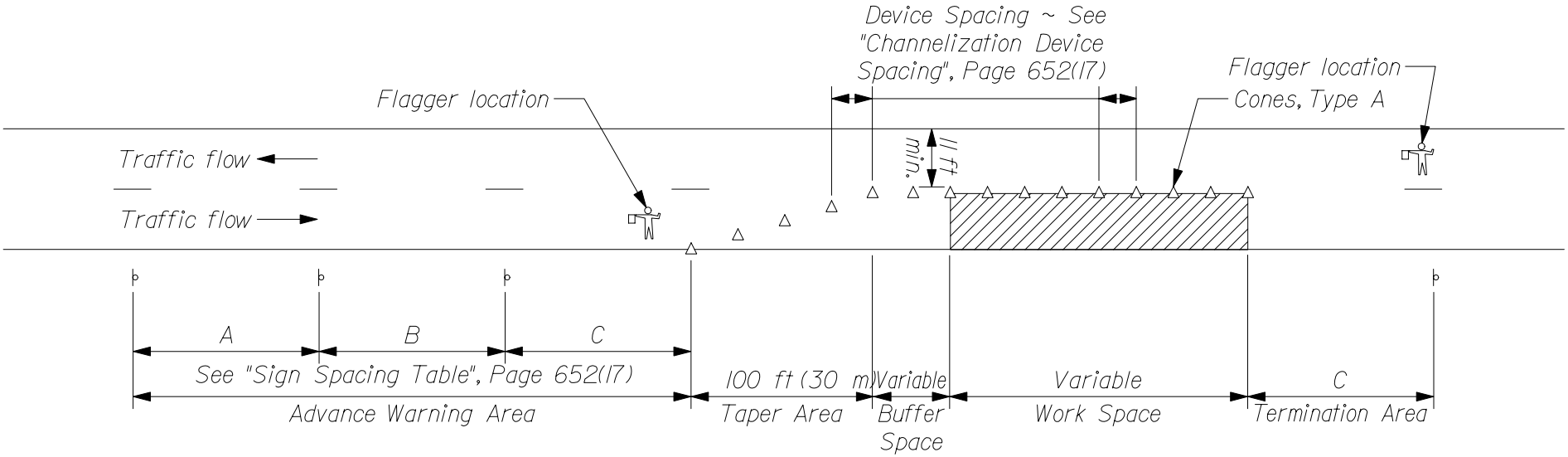
Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

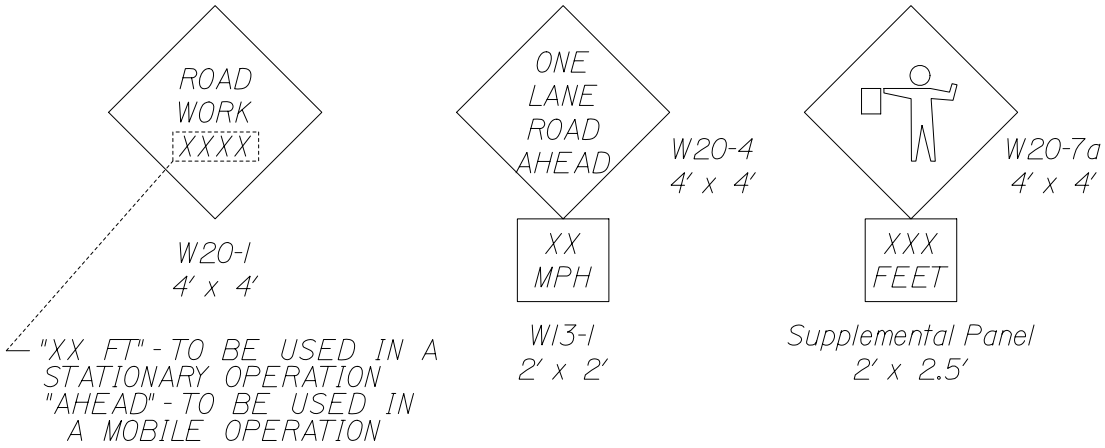
[1] "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



1 of 3

-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC





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

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

* Formulas for L are as follows:

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

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

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

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

* Formulas for L are as follows:

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

CHANNELIZATION DEVICE SPACING

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

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

**Distances are shown in feet (meters).

GENERAL NOTES;

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

SUGGESTED BUFFER ZONE LENGTHS

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

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

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

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

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

http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php

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

1. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
2. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
3. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
4. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
5. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
    - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
    - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

- Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
- A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.

6. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
7. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

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/

Detail #	Description	Revision Date
	No Changes to the November 2014 Standard Detail Book	

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 RESPONSIBILITES

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."

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

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'.

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.

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

<u>307.024 Portland Cement</u> If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

<u>307.025 Hydrated Lime</u> If required, Hydrated Lime shall meet the requirements of AASHTO M216.

EQUIPMENT

<u>307.03 Pulverizer</u> 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.

<u>307.04 Liquid Mixer Unit or Distributor</u>. 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^2 with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd^2. 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.

<u>307.041 Cement or Lime Spreader</u> 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.

<u>307.05 Placement Equipment</u> 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.

<u>307.06 Rollers</u> 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^2, 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

<u>307.06 Pulverizing</u> 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.

<u>307.07 Weather Limitations</u> Full depth recycled work shall be performed when;

A. **Recycling operations will be allowed between May 15th and September 15th 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.**

<u>307.08 Surface Tolerance</u> 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 ⅜ inch.

<u>307.09 Full Depth Recycling Procedure</u> 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 ⅜ 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 <u>307.04</u> 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 <u>307.041.</u> 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.

<u>307.091 Repairs</u> 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

<u>307.10 Quality Control</u> 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.

<u>307.101 Test Strip</u> 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

<u>308.102 Curing</u>. 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.

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

<u>307.12 Basis of Payment</u> 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:

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

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	LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
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."

<u>502.1703 Acceptance Methods A and B</u>

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 ≥ 56 days. Four 4 inch x 8 inch cylinders will be cast per sublot placed. The average of three concrete specimens per sublot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations."

<u>502.1706 Acceptance Method C</u>

Remove in its entirety and Replace with:

<u>502.1706 Acceptance Method C</u> 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 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**"

Environmental Summary Sheet

Win: **22541.00** **Date Submitted: 12/19/14**
Town: **New Gloucester**
CAP Team Leader: David Gardner
ENV Field Contact: **John Maclaine**

NEPA Complete: **12/10/14**

☒ **Section 106**

Section 106 Resources: No effect

☒ **Section 4(f) and 6(f)**

Section 4(f)
Review Complete No resources
Section 6(f)
Not Applicable

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable **Timing Window: Not Applicable No in water work**

☒ **Section 7**

Species of Concern:

Comments/References: No Effect

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

☒ **Maine Land Use Regulation Commission**

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

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

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

☒ **Stormwater Review**

☒ **Special Provisions Required**

Special Provision 105-Timing of Work Restriction	N/A☒	Applicable☐
Special Provision 203-Dredge Spec	N/A☒	Applicable☐
General Note for Hazardous Waste	N/A☒	Applicable☐
Special Provision 203-Hazardous Waste	N/A☒	Applicable☐
Special Provision 105.9	N/A☒	Applicable☐

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