

**Service and Construction**

**Controlled Access Highway, Interstate  
Mowing and Litter Removal**

**Region 2 – WIN 021172.00**

**Region 4, Area 1 – WIN 021173.00**

**Region 4, Area 2 – WIN 021174.00**

**2015**

# **MAINTENANCE & OPERATIONS**

## **STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper bids.
2. As a minimum, the following are to be completed and must be received prior to the time of bid opening:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed Schedule of Items
  - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
  - e. The completed Contractor Information Sheet
  - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. Include prices for all items in the Schedule of Items
4. For security and other reasons, all Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title: Controlled Access Highway, Interstate Mowing and Litter Removal

Location(s): Region 2 and Region 4, Area 1 and 2

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title: Controlled Access Highway, Interstate Mowing and Litter Removal

Location(s): Region 2 and Region 4, Area 1 and 2

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title: Controlled Access Highway, Interstate Mowing and Litter Removal

Location(s): Region 2 and Region 4 Area 1 and 2

Name of Contractor:

5. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.
6. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, November 2014 Edition.

# NOTICE

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

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

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

# NOTICE

Bidders:

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

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

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



### **Vendor Registration**

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

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

## CONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

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

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

**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)

**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 **Controlled Access Highway, Interstate Mowing and Litter Removal in Regions 2 and 4**" 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 **March 4, 2015** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 021172.00 Controlled Access Highway and Interstate Mowing Region 2  
WIN 021173.00 Controlled Access Highway and Interstate Mowing Region 4, Area 1  
WIN 021174.00 Controlled Access Highway and Interstate Mowing Region 4, Area 2

Location: In Regions 2 & 4 in the counties of Kennebec, Sagadahoc, Somerset, Waldo and Penobscot

Outline of Work: Mowing and litter removal along interstate and controlled access highways in Regions 2 and 4, and other incidental work.

**Contract may bid on one or more Regions and may bid on one or more Areas within Region 4.**

**The basis of award will be per Region/Area.**

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

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

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

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

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine  
February 11, 2015

  
BRIAN BURNE  
HIGHWAY MAINTENANCE ENGINEER  
BUREAU OF MAINTENANCE & OPERATIONS

**SCHEDULE OF ITEMS**  
 Controlled Access Highway and Interstate Mowing  
 Maine Department of Transportation

Bidders are not required to Bid on all Regions, and may Bid on one or more Regions. For each Region not separated into Areas, Bidders are required to Bid all items in that Region.

For Regions with separate Areas, Bidders may Bid on one or more Areas and may bid on any combination of Areas. Bidders are required to Bid all items in each Area Bid.

**Region 2**

**Region 2 Mowing includes:**

- Interstate 295 Northbound and Southbound from the Topsham/Bowdoin T/L, including all interchanges and interchange ramps, to the tollbooth in West Gardiner
- Route 3 Connector from Exit 113 of Interstate 95 in the Town of Augusta to the intersection of Church Hill Road and Route 3 in the Town of Augusta
- Interstate 95 Northbound and Southbound from Mile Markers 109, including all interchanges and interchange ramps, to the double crossovers at Mile Markers 141.7 in the Town of Clinton

Item	Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> each mowing (per acre cost)	<u>Total Cost</u> (Unit Cost times Quantity)
1	Initial Litter Removal done prior to First Mowing Cycle	825	Acre	\$	\$
2	Mow all inslopes and backslopes of I-295 NB & SB, I-95 NB & SB and Route 3 Connector <u>including</u> inslopes and backslopes of all interchange ramps	825	Acre	\$	\$
<b>Region 2 Total</b>					\$

Refer to Region 2 Mowing Cycle Table for description of time allowed for each Item

**Region 4, Area 1**

**Area 1 Mowing areas include:**

- Interstate 95 Northbound and Southbound from the crossover at Mile Marker 141.7 in the Town of Clinton to the crossover at Mile Marker 178.9 in the Town of Hampden, including all interchanges and interchange ramps.

Item	Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> each mowing (per acre cost)	<u>Total Cost</u> (Unit Cost times Quantity)
1	<u>Initial Litter Removal</u> done prior to First Mowing Cycle	615	Acre	\$	\$
2	Mow <u>15 foot swath</u> from pavement edge on <u>all inslopes</u> of I-95 NB & SB for both travel and passing lane sides <u>and</u> for <u>all inslopes</u> (both sides) of <u>all</u> interchange ramps.	235	Acre	\$	\$
3	Mow all <u>Inslopes and Backslopes</u> of I-95 NB & SB including inslopes and backslopes of all interchange ramps <u>and</u> for <u>all inslopes</u> (both sides) of <u>all</u> interchange ramps.	615	Acre	\$	\$
<b>Region 4, Area 1 Total</b>					<b>\$</b>

Refer to Region 4, Area 1 Mowing Cycle Table for description of time allowed for each mowing

**Region 4, Area 2**

**Area 2 Mowing areas include:**

- Interstate 95 Northbound and Southbound from the crossover at Mile Marker 178.9 in the Town of Hampden to the crossover at Mile Marker 199.1 in the Town of Old Town, including all interchanges and interchange ramps and the Southbound Weigh Station on Interstate 95 Southbound at approximately Mile Marker 198.2 in the Town of Old Town.
- Interstate 395 Eastbound and Westbound from the Odlin Road in the Town Bangor to the intersection of Route 1A in the Town of Brewer, including all interchanges and interchange ramps.
- The Route 202 Connector from Interstate 395 in the Town of Bangor to the intersection of Route 9 and 202 in the Town of Hampden

Item	Description	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> each mowing (per acre cost)	<u>Total Cost</u> (Unit Cost times Quantity)
1	<u>Initial Litter Removal</u> done prior to First Mowing Cycle. Does <u>not</u> include the Weigh Station on I-95 in Old Town	351	Acre	\$	\$
2	Mow all <u>inslopes</u> of Interstate 95, Interstate 395, and the Route 202 Connector including all interchange ramps <u>and</u> for <u>all inslopes</u> (both sides) of <u>all</u> interchange ramps.	285	Acre	\$	\$
3	Mow all <u>inslopes and Backslopes</u> of Interstate 95, Interstate 395, and the Route 202 Connector including inslopes and backslopes of all interchange ramps <u>and</u> for <u>all inslopes</u> (both sides) of <u>all</u> interchange ramps and the SB Weigh station on I-95 in Old Town.	354	Acre	\$	\$
<b>Region 4, Area 2 Total</b>					<b>\$</b>

Refer to Region 4, Area 2 Mowing Cycle Table for description of time allowed for each mowing

**CONTRACT AGREEMENT, OFFER & AWARD**

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

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

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal - WIN 021172.00 – Region 2; WIN 021173.00 – Region 4, Area 1; WIN 021174.00 – Region 4, Area 2; in the counties of Sagadahoc, Kennebec, Somerset, Penobscot and Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2015**.

**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 that the amount of this offer is:

Region 2 - \_\_\_\_\_

\$ \_\_\_\_\_

Region 4 Area 1 - \_\_\_\_\_

\$ \_\_\_\_\_

Region 4 Area 2 - \_\_\_\_\_

\$ \_\_\_\_\_

**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: **Controlled Access Highway, Interstate Mowing and Litter Removal** - WIN 021172.00 – Region 2; WIN 021173.00 – Region 4, Area 1; WIN 021174.00 – Region 4, Area 2; in the counties of **Sagadahoc, Kennebec, Somerset, Penobscot and Waldo**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a

“Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.

Region 2

Region 4, Area 1

Region 4, Area 2

The contract amount is: \_\_\_\_\_

\$ \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Brian Burne, Highway Maintenance Engineer  
Maintenance & Operations

\_\_\_\_\_  
Witness

**CONTRACT AGREEMENT, OFFER & AWARD**

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

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

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal - WIN 021172.00 – Region 2; WIN 021173.00 – Region 4, Area 1; WIN 021174.00 – Region 4, Area 2; in the counties of Sagadahoc, Kennebec, Somerset, Penobscot and Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2015**.

**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 that the amount of this offer is:

Region 2 - \_\_\_\_\_

\$ \_\_\_\_\_

Region 4 Area 1 - \_\_\_\_\_

\$ \_\_\_\_\_

Region 4 Area 2 - \_\_\_\_\_

\$ \_\_\_\_\_

**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: **Controlled Access Highway, Interstate Mowing and Litter Removal** - WIN 021172.00 – Region 2; WIN 021173.00 – Region 4, Area 1; WIN 021174.00 – Region 4, Area 2; in the counties of **Sagadahoc, Kennebec, Somerset, Penobscot and Waldo**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a

“Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.

Region 2

Region 4, Area 1

Region 4, Area 2

The contract amount is: \_\_\_\_\_

\$ \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Brian Burne, Highway Maintenance Engineer  
Maintenance & Operations

\_\_\_\_\_  
Witness

**CONTRACT AGREEMENT, OFFER & AWARD**

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

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

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal - WIN 021172.00 - Region 2; WIN 021173.00 - Region 4, Area 1; WIN 021174.00 - Region 4, Area 2; in the counties of Sagadahoc, Kennebec, Somerset, Penobscot and Waldo, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2015.**

**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 that the amount of this offer is:

Region 2 - **(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)**

Region 4 Area 1 - \_\_\_\_\_ (same as above) \_\_\_\_\_

\$ \_\_\_\_\_

Region 4 Area 2 - \_\_\_\_\_ (same as above) \_\_\_\_\_

\$ \_\_\_\_\_

**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: **Controlled Access Highway, Interstate Mowing and Litter Removal - WIN 021172.00 – Region 2; WIN 021173.00 – Region 4, Area 1; WIN 021174.00 – Region 4, Area 2; in the counties of Sagadahoc, Kennebec, Somerset, Penobscot and Waldo**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a

“Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

**CONTRACTOR**

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

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

**G. Award.**

Your offer is hereby accepted.

- Region 2
- Region 4, Area 1
- Region 4, Area 2

The contract amount is: \_\_\_\_\_  
\$ \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_ Date By: \_\_\_\_\_ (Name and Title Printed)  
\_\_\_\_\_  
Witness

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

WIN 021172.00 Region 2;  
WIN 021173.00 Region 4, Area  
WIN 021174.00 Region 4, Area 2;  
Controlled Access Highway, Interstate Mowing and Litter Removal  
February 4, 2015

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

The contractor will be allowed to commence work following contract execution provided that all required plans/submittals have been received and approved by the Department and in accordance with the start dates set forth in the Contract.

The specified Contract Completion Date is October 31, 2015.

The expiration date for this contract is March 31, 2016. At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract, at Bid Prices up to three (3) additional one year periods. The determination to extend the Contract will be made by January 31 of each year if the Contract is to be extended for the upcoming year. The Contract will not extend beyond March 31, 2019.

Contractors will be allowed to commence Work and end Work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following web address, ([http://www.maine.gov/dmr/sunrise\\_table.htm](http://www.maine.gov/dmr/sunrise_table.htm)). Contractor will be allowed to enter roadway at Sunrise and must be off roadway before sunset.

Work will not be allowed on Sundays, or all state observed holidays.

Mowing shall be done in accordance with the start and end dates set forth in the Mowing Cycle Table of the Contract. If the Contract is extended, the Department will issue a Mowing Cycle Table each year by Contract Modification to modify start and end dates and other pertinent scheduling information.

WIN 021172.00 Region 2;  
WIN 021173.00 Region 4, Area 1;  
WIN 021174.00 Region 4, Area 2;  
Controlled Access Highway, Interstate Mowing and Litter Removal  
February 4, 2015

**SPECIAL PROVISION**  
**SECTION 108.3**

**RETAINAGE**

In addition to not paying for acres not mowed, or not mowed satisfactorily the Department will retain 5 % from each progress payment, temporarily or permanently, as needed to reflect amounts due the Department under the Contract and to assure timely Completion of the Work in Conformity with the Contract. At any time during the Contract the Department may increase the amount retained or stop payments if the Contractor fails to maintain adequate schedule, or causes damage resulting in excessive cost to the Department.

SPECIAL PROVISION  
 MOWING CYCLE TABLE

**CONTRACTORS MAY BID ON ONE OR MORE REGIONS AND MAY BID ON ONE OR MORE AREAS WITHIN REGION 4**

See Schedule of Items for detailed information on the extent of mowing in each Area.

Region 2 is no longer divided into Area 1 and Area 2 for Contract purposes, however since each area is separated from the other maps and references to Region 2, Areas 1 and 2 are used to clarify Area location.

**REGION 2**

<p>Initial Litter Removal done prior to First Mowing Cycle  (Item 1-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• The Contractor shall provide for <u>Litter Removal</u> for Interstate 95, The Route 3 Connector, and 295 <b><u>in that order</u></b>. The Department will inspect and approve the Work.           <ul style="list-style-type: none"> <li>○ 825 acres total</li> <li>○ Time allowed - 34 Calendar Days starting at sunrise Monday, May 11<sup>th</sup> and ending at sunset Saturday, June 13<sup>th</sup>.</li> </ul> </li> </ul>
<p>First Mowing Cycle  (Item 2-Schedule of Items)</p>	<p>Mow all <u>Inslopes and Backslopes</u> of Interstate 95, the Route 3 Connector, and Interstate 295 <b><u>in that order</u></b> <u>including</u> all ramps and interchange areas.</p> <ul style="list-style-type: none"> <li>○ 825 acres total</li> <li>○ Time allowed – 90 Calendar Days starting at sunrise Monday, June 15<sup>st</sup> and ending at sunset Saturday, September 12<sup>th</sup>.</li> </ul>

**REGION 4, AREA 1**

<p style="text-align: center;">Initial Litter Removal done prior to First Mowing Cycle  (Item 1-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• The Contractor shall provide for <u>Litter Removal</u> for Interstate 95. The Department will inspect and approve the Work.           <ul style="list-style-type: none"> <li>○ 615 Acres</li> <li>○ Time allowed – 27 Calendar Days starting at sunrise Monday, April 20<sup>st</sup> and ending at sunset Saturday, May 16<sup>th</sup>.</li> </ul> </li> </ul>
<p style="text-align: center;">First Mowing Cycle  (Item 2-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• Mow a <u>15-foot wide swath</u> from edge of pavement for all Inslopes of Interstate 95, including all interchanges and interchange ramps.           <ul style="list-style-type: none"> <li>○ 235 Acres</li> <li>○ Time allowed - 20 Calendar Days starting at sunrise Monday, May 18<sup>th</sup> and ending at sunset Saturday, June 6<sup>th</sup>.</li> </ul> </li> </ul>
<p style="text-align: center;">Second Mowing Cycle  (Item 3-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• Mow all <u>Inslopes and Backslopes</u> of Interstate 95, including all interchanges and interchange ramps.           <ul style="list-style-type: none"> <li>○ 615 Acres</li> <li>○ Time allowed - 83 Calendar Days starting at sunrise Monday, June 22<sup>rd</sup> and ending at sunset Saturday, September 12<sup>th</sup>.</li> </ul> </li> </ul>

**REGION 4, AREA 2**

<p>Initial Litter Removal done prior to First Mowing Cycle. Does <u>not</u> include the Weigh Station on I-95 in Old Town  (Item 1-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• The Contractor shall provide for <u>Litter Removal</u> for Interstate 95, Interstate 395, and the Route 202 Connector, including all interchanges and interchange ramps. The Department will inspect and approve the Work.           <ul style="list-style-type: none"> <li>○ 351 Acres</li> <li>○ Time allowed – 27 Calendar Days starting at sunrise Monday, April 20<sup>st</sup> and ending at sunset Saturday, May 16<sup>th</sup>.</li> </ul> </li> </ul>
<p>First Mowing Cycle  (Item 2-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• Mow all <u>Inslopes</u> of Interstate 95, Interstate 395, and the Route 202 Connector including all interchange ramps <u>and</u> for <u>all inslopes</u> (both sides) of <u>all interchange ramps</u>.           <ul style="list-style-type: none"> <li>○ 285 Acres</li> <li>○ Time allowed - 20 Calendar Days starting at sunrise Monday, May 18<sup>th</sup> and ending at sunset Saturday, June 6<sup>th</sup>.</li> </ul> </li> </ul>
<p>Second Mowing Cycle  (Item 3-Schedule of Items)</p>	<ul style="list-style-type: none"> <li>• Mow all <u>Inslopes and Backslopes</u> of Interstate 95, Interstate 395, and the Route 202 Connector, including inslopes and backslopes of all interchanges and interchange ramps, and the SB Weigh station on I-95 in Old Town.           <ul style="list-style-type: none"> <li>○ 354 Acres</li> <li>○ Time allowed – 76 Calendar Days starting at sunrise Monday, July 6<sup>th</sup> and ending at sunset Saturday, September 12<sup>th</sup>.</li> </ul> </li> </ul>

WIN 021172.00 Region 2; WIN 021173.00 Region 4, Area 1;  
WIN 021172.00 Region 2;  
WIN 021173.00 Region 4, Area 1;  
WIN 021174.00 Region 4, Area 2;  
Controlled Access Highway, Interstate Mowing and Litter Removal  
February 4, 2015

SPECIAL PROVISION  
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work includes mowing grasses, herbaceous plants, and small woody plants in all inslopes, backslopes, and ditches including all interchanges and interchange ramps. Ditches shall be mowed at least once each year.

The Contractor shall provide a primary contact responsible for communication with the Region contact. The Contractor shall be responsible for quality control of their mower operators. The Region will provide a primary contact responsible for managing the Contract in the Region. This primary Department contact will be responsible for periodic review of the Work. The Department will provide maps, .kmz files, graph paper representations or other means available to aid the Contractor with Work. The Department and the Contractor may review the Work periodically in the field to identify Department expectations, areas to mow, to clarify Contractor responsibilities.

All Work and Extra Work shall be governed by, conform to and be completed in accordance with the Contract documents, Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement.

The Contractor will be allowed to commence work following contract execution and in accordance with the Mow Cycle Table and Schedule of Items contained in the Contract Documents.

All Work included in this Contract shall be performed during daylight hours only. No Work will be allowed on Sundays, holidays, or government closure days unless prior approval is obtained from the Department. The Contractor and the Department may have a pre-season meeting at the Region Office to review policies, procedures, and regulations.

No equipment or vehicles shall be left unattended or overnight within the Highway right-of-way except in crossovers. Parking vehicles in crossovers, used to transport workers to and from Work, shall be kept to a minimum. Contractors shall pool employees together away from the interstate to minimize the vehicles left at crossovers during the day. Vehicles and equipment using crossovers shall be equipped with a strobe light, and follow procedures for use of crossovers as provided by the Department. Equipment parked at crossovers must not block the crossover for use by state police, emergency or other authorized vehicles. All employees of the Contractor or Subcontractors, who operate vehicles or equipment using crossovers, shall be **in possession of a crossover permit** issued by the Department. Any vehicles used to transport workers to the interstate for Work shall be parked in the crossover during work hours.

Mowing equipment shall be parked in crossovers overnight, on holidays, on weekends, or government closure days. Mowing equipment is strictly prohibited from being left on inslope or backslope areas unless broken down. When equipment is broken down the Region office shall be notified immediately with the location and estimated time the equipment will be in the location. Oil changes, fueling and repair work except for emergencies shall be done in the crossovers. Spill kits are required and must include a plastic tarp, plastic bags and absorbent pads and socks at minimum. Plastic tarps shall be spread to capture oil during maintenance.

The Department will make periodic inspections to ensure compliance with all federal, state, or Contract requirements. If deficiencies are discovered, the Department may choose to stop Work until deficiencies are corrected as determined by the Department.

The Region office shall be contacted by e-mail prior to the beginning of Work each day and notified as to the location the Contractor will be working. The Department will provide a list of e-mail addresses.

Any damage to existing structures, guardrail, drainage ways and/or slopes caused by the contractor's equipment, personnel or operation shall be reported to the Region by e-mail as soon as possible. The Contractor shall provide an adequate description of the location of damage using Mile Marker location, side of road, route direction, or coordinates. Any damages shall be repaired by the Contractor to the satisfaction of the Department. All work, equipment and materials required to make such repairs shall be at the contractor's expense. Failure to report or repair damages shall be grounds for Contract termination.

## II: Definitions:

- A. Inslope: Inslopes shall consist of the vegetated area starting at the edge of the road pavement and extending perpendicular to the bottom of the ditch, an area of significant grade change, or the woods line, generally excluding slopes behind guardrail sections.
- B. Backslope: Backslopes shall start where the Inslope ends and continue until the woods line, seedling delineators, within 10' of the right-of-way fence, or 100 feet from the edge of the roadway pavement. Slopes steeper than 2:1 (Horizontal: Vertical) shall not be mowed.
- C. Interstate Litter Removal: In Regions with Litter Removal as part of the Contract, all litter/trash shall be picked up ahead of the first mowing cycle. Litter shall be removed from all Inslopes and Backslopes. Litter includes, but is not limited to, paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., over 4" inches in length in any dimension as may be found on the roadside. Litter shall be removed from the interstate and disposed of legally.  
During each mowing cycle, litter in the path of the mower that would interfere with making a proper cut, shall be picked up or moved to the side of the road for retrieval. Such litter shall be removed from the interstate and disposed of legally. If Contractor personnel are observed throwing litter into the woods or are observed trying to hide litter from sight rather than removing it from the interstate such action shall be grounds for Contract termination.

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III. Measurement, Payment and Invoices:

The original basis for payment will be Plan Quantity shown in the Schedule of Items.

Each invoice will be adjusted when in the determination of the Department adjustments need to be made for acres not mowed or not satisfactorily mowed. In addition to reductions that may be applied to each invoice, the Department will retain 5% of the determined payment amount. The amount retained may be increased if the Contractor does not maintain adequate schedule or creates excessive damages.

If the Contractor mows additional acres not designated for mowing, the Department will only pay for the quantity designated in the Schedule of Items. If the Department adds acres to a designated Mowing Cycle not included in the original Contract, the Department will pay for the increase in acres at Unit Prices in the Contractor's Bid for that Mowing Cycle and such increase shall not be considered Extra Work.

Upon receipt of each invoice and attached Completion Report (hereinafter "the report"), the Department will measure mowing for payment by the area of mowed surface in Units of acres along the slope of the ground. The quantity of mowing measured for payment with each invoice will be considered final, and no adjustments will be made, except when the Department increases or decreases the actual area mowed from the area and number of units shown in the Schedule of Items. Payment for acres not mowed or not mowed satisfactorily will be made when these acres are completed satisfactorily by the Contractor.

Based on site conditions each year, the Department will determine acres that cannot be mowed, including ditches. In such cases, the Department will reduce Plan Quantity and the Contractor shall reduce the quantity of acres invoiced to match the reduction in Plan Quantity. Upon approval of the quality of Work, the Department will process payments for acres mowed. The Department will not pay for acres not mowed.

The Contractor shall invoice the Department once a week unless fewer than 60 acres have been completed. Invoices shall include the following minimum information: Contractor name, address & Contract Number; Invoice Date & Number; Dates of Service; a Description of the Region and Area Mowed; and Number of Acres mowed. Each weekly invoice shall be accompanied by the report, filled out by the Contractor, for the work completed on the invoice. The Contractor will report the acres not mowed and explain why. The Department will review the Work and determine whether, based on site conditions, the acres not mowed were incapable of being mowed at that time. This determination will be provided to the Contractor on the Performance Evaluation Report (hereinafter "the performance evaluation") completed by the Department. The Department's decision is final.

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices, and invoices not accompanied by a Completion Report;
- B. Disputed Quantities;
- C. Damage to a third party;
- D. Claims filed or reasonable evidence indicating probable filing of claims;
- E. Failure of the Contractor to make payments to Subcontractors or for Materials or labor;
- F. Regulatory non-compliance or enforcement;
- G. All other causes that the Department reasonably determines negatively affect the State's interest.

The Department will retain a portion of the progress payment in accordance with SPECIAL PROVISION 108.3 RETAINAGE.

#### IV. Default and Termination

The Contractor is in Default of the Contract if, in the Determination of the Department, the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract,
- D. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department,
- E. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract as determined by the Department.

Failure by the Contractor in the areas described in A. – E. above will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action within 5 days upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning. The Contractor will have 5 days from receipt of a written warning to take corrective action.

3<sup>rd</sup> Incident: The Department may terminate the Contract by written Notice of Termination,

Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed, including warranty obligations, nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination based on the Schedule of Items.

Performance evaluation reports prepared by the Department will be considered as a factor on all future bids to determine whether the Contractor is a responsible bidder.

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SPECIAL PROVISION SECTION 102

BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

SPECIAL PROVISION SECTION 103

AWARD AND CONTRACTING

103.4 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

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

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8A

Portions of the following provisions are repeated here from the Standard Specifications for clarity:

SECTION 109 – CHANGES

Scope of Section This Section contains general provisions related to changes in quantities, scope, time and payment.

109.1 Changes in Quantities

109.1.1 Changes Permitted The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation. There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).

109.1.2 Substantial Changes to Major Items If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. For related provisions, see Section 109.3 - Extra Work and Section 109.8 - Contract Modification. If an adjustment to the Unit Price is made, it will apply only to that portion of the actual quantity that is less than 75% of the estimated quantity or more than 125% of the estimated quantity.

109.2 Elimination of Items Upon written notification to the Contractor, the Department may entirely eliminate item(s) of Work for any reason. Upon notification, the Department is entitled to a credit. For Minor Items, the credit shall be the Contractor's Bid price for the eliminated item(s). For Major Items, the amount of the credit shall be the Contractor's Bid price for the eliminated item(s), less (A) direct costs actually incurred by the Contractor after Award, including mobilization, shipping, and restocking expenses that the Contractor cannot recoup on other Projects as reasonably determined by the Department, and (B) 10% for overhead and profit. The Department may withhold said credit from amounts otherwise due the Contractor.

109.3 Extra Work The Department reserves the right to revise the Contract by adding Extra Work. Such revisions neither invalidate the Contract nor release the Surety. The Contractor and/or its Surety agree to perform all such Extra Work. The Department will compensate for Extra Work by written Contract Modification in accordance with Section 109.7.1 - General and Section 109.7.2 - Basis of Payment. Any Delay related to Extra Work will be analyzed in accordance with Section 109.5 - Adjustments for Delay. For a related provision, see Section 109.8 - Contract Modification.

## SECTION 110 - INDEMNIFICATION, BONDING AND INSURANCE

Scope of Section This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor, its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, subconsultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

When the work to be performed entails the use of barges, tug boats, work boats, supply boats, etc., Protection and Indemnity coverage shall be provided at the limits called for under Commercial General Liability insurance.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

#### 110.3.9 Administrative & General Provisions

- A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall list the Department of Transportation as an additional insured.
- B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.
- C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.
- D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.
- E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

COMPLETION REPORT for MOWING  
For the INTERSTATE AND CONTROLLED ACCESS MOWING AND LITTER REMOVAL CONTRACT

**TO BE FILLED OUT BY CONTRACTOR**

REPORT EACH ROUTE MOWED USING A SEPARATE REPORT. (e.g. – I-95, I-295, I-395, ROUTE 3 CONNECTOR, ROUTE 202 CONNECTOR)

REGION: \_\_\_\_ AREA \_\_\_\_ DATE OF THIS REPORT \_\_\_\_\_ INVOICE DATE \_\_\_\_\_ INVOICE # \_\_\_\_\_

**WORK SECTION INCLUDED IN THIS REPORT:**

- 1) ROUTE \_\_\_\_\_ BEGIN MILE POST \_\_\_\_\_ END MILE POST \_\_\_\_\_
- 2) WAS THE NORTHBOUND COMPLETELY MOWED?     YES     NO
- 3) WAS THE SOUTHBOUND COMPLETELY MOWED?     YES     NO
- 4) WERE INTERCHANGES IN THIS SECTION MOWED?     YES     NO     THERE ARE NO INTERCHANGES
- 5) WERE ANY LOCATIONS SKIPPED OR DAMAGED?     YES     NO  
    IF YES, # OF AREAS SKIPPED \_\_\_\_\_    # OF AREAS DAMAGED \_\_\_\_\_
- 6) FOR ALL LOCATIONS SKIPPED OR DAMAGED, PROVIDE LOCATION BY MILEPOSTS, GPS COORDINATES, INSLOPE, BACKSLOPE, LEFT, RIGHT, NORTHBOUND, SOUTHBOUND AND A REASON WHY THE AREA WAS SKIPPED OR DAMAGED.  
Use additional pages as needed. Number each location for reference purposes.

PERFORMANCE EVALUATION REPORT  
For the CONTROLLED ACCESS HIGHWAY, INTERSTATE MOWING AND LITTER REMOVAL CONTRACT

**TO BE FILLED OUT BY DEPARTMENT**

Contractor \_\_\_\_\_

REGION: \_\_\_\_ AREA \_\_\_\_ DATE OF THIS REPORT \_\_\_\_\_ INVOICE DATE \_\_\_\_\_ INVOICE # \_\_\_\_\_

1) The Department agrees with this report submitted by the Contractor  YES  NO

If you **agree** with the COMPLETION REPORT provide acres for each location skipped if any skipped areas are reported

TOTAL ACRES SKIPPED \_\_\_\_\_

2) If you **do not agree** with the COMPLETION REPORT please explain. Provide details of locations, additional acres, or other issues not reported in the COMPLETION REPORT for this invoice.

TOTAL ACRES NOT MOWED \_\_\_\_\_

3) Are any areas removed from Plan Quantity for this season?  YES  NO

**If YES**, please provide location and acres:

**If NO**, does the Contractor agree to return when conditions improve?  YES  NO

Explain reasons if they do not agree to return when conditions improve:

PERFORMANCE EVALUATION REPORT

For the CONTROLLED ACCESS HIGHWAY, INTERSTATE MOWING AND LITTER REMOVAL CONTRACT

4) If there are locations of damage, has the Contractor provided a plan including time and process for repair? Provide plan details:

Performance Evaluation for the Work associated with this Invoice:

A) Exceeds Expectations	B) Meets Expectations	C) Marginally Meets Expectations	D) Does not Meet Expectations

Explanation for C or D Rating:

**Additional Comments:**

Print Name of Department Representative \_\_\_\_\_

Signature of Department Representative \_\_\_\_\_ Date \_\_\_\_\_

# State of Maine

## Department of Transportation

### Memorandum

Bureau of Maintenance and Operations  
Dale Doughty, Director

16 State House Station  
Augusta, Maine 04333-0016

Phone: (207) 624-3600  
Fax: (207) 623-2526

**TO:** All Holders of MDOT Crossover Permits

**DATE:** January 1, 2013

**FROM:** Dale Doughty, Director, Bureau of Maintenance & Operations

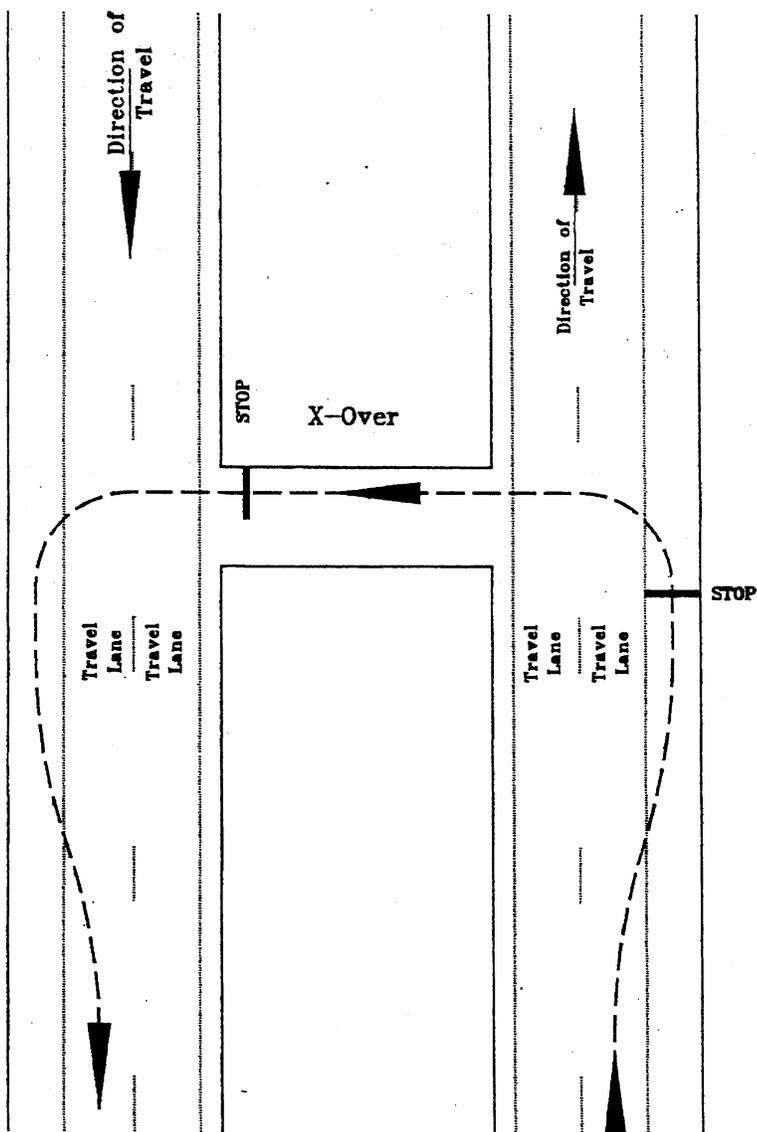
**SUBJECT:** Crossover Procedures – Divided Highways

The following are the procedures to be used by all drivers holding a crossover permit when making a crossover maneuver on a divided highway. These procedures shall be performed by any driver who is not engaged in maintenance or work activity which requires the vehicle to travel in a specific lane or along the shoulder.

1. First priority to reverse direction should be through use of an interchange.
2. If no interchange is within one mile of the desired turn point, a crossover may be used.
3. The driver should pull the vehicle to the right shoulder just in advance of the crossover using all safe driving techniques.
4. When an adequate gap in traffic exists, cross the travel lanes into the crossover, staying to the right side of the crossover.
5. Stop at the mouth of the crossover, wait for an adequate gap in the oncoming traffic and proceed to the far right shoulder across the travel lanes, then accelerate into the normal traffic stream.

**NOTE:** In some traffic conditions, especially in southern areas of the interstate, interchanges should always be used. Of a question of safety is involved in a desired reverse direction maneuver, then use an interchange.

An example of this maneuver is shown on the attached sketch.



Procedure for Using  
Divided Highway Crossovers

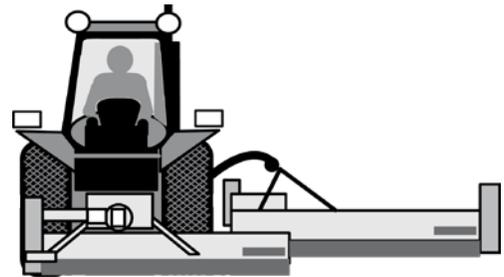
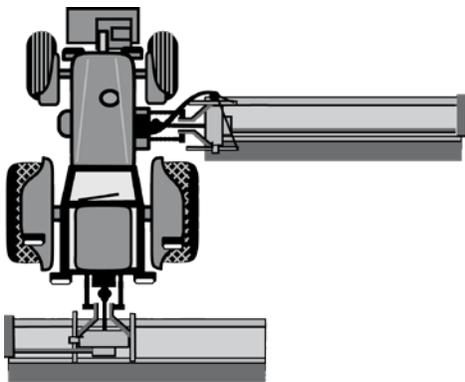
**SPECIAL PROVISION  
 SPECIFICATIONS FOR EQUIPMENT, HIGHWAY OPERATION, AND MOWING**

<p>Specifications For Mowing Equipment</p>	<ul style="list-style-type: none"> <li>• <u>Interstater Style Tractors</u> (<i>see Illustration One bottom of page 4</i>) are required and shall be of sufficient size and horsepower to provide efficient effective mowing of the acres set forth in the Contract and within the time frame outlined in the Mowing Cycle Table.</li> <li>• Tractors shall be 4 x 4 wheel drive with slow moving vehicle placard plainly visible from the rear, equipped with seat belt, working factory installed roll over protection, slope indicator/s, shields, warning signs, and guards in place, back up alarm, and an ABC type fire extinguisher (minimum 5 lbs.).</li> <li>• Tractors shall be equipped with at least one high intensity rotating or strobe light plainly visible from all sides. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. This signal system shall be in operation continuously while tractor is mowing or on any part of travel lanes, ramps, or shoulders.</li> <li>• Tractors shall meet all OSHA standards, be licensed for highway operation, and meet minimum insurance requirements in accordance with Section 110 of the Standard Specifications (November 2014 Edition).</li> <li>• Multiple tractors may be required to accomplish Work within desired periods.</li> <li>• Tractor operators shall have a valid driver’s license in their possession.</li> <li>• Contractors may deploy other mowers (<b>off road mowers</b>) such as but not limited to walk behind, remote control, or track vehicles to mow backslopes difficult to navigate with larger tractors. The Department reserves the right to inspect and approve off road mowers before use.</li> <li>• Off road mowers shall not be operated within 30 feet of the travel way.</li> <li>• Operators of off road mowers shall wear all appropriate safety equipment for safe operation including but limited to hard hats, hearing and eye protection, long pants, steel toed boots, and reflective vests.</li> <li>• Off road mowers must be loaded and unloaded off road and on site. These mowers may not be operated or driven on the highway or along the inslope within 30 feet of the travel way.</li> <li>• Tractor operators shall wear all appropriate PPE for the work. Hard hats, hearing and eye protection, long pants, steel toed boots, and reflective vests are required to be worn when outside the tractor cab.</li> </ul>
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Requirements of Operation	<ul style="list-style-type: none"> <li>• No travel on breakdown lane of highway except when mowing around delineators, signs or other obstacles located directly adjacent to pavement, or when traveling to get to work area, at overpasses, culvert locations, bridges, and guardrail locations where slope is too steep to navigate.</li> <li>• Mow swath closest to road, either side, in direction of traffic flow.</li> <li>• Mow in swaths parallel to roadway. Multiple passes may be required to achieve the desired result.</li> <li>• The Contractor shall mow or remove vegetation on all sides of obstructions, such as sign supports, delineators, guard posts, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc) that may be within the designated mowing areas. The Contractor may choose to weed whack vegetation on all sides of such obstructions and is allowed to cut to ground to discourage re-growth during the growing season. Removing vegetation around obstructions regardless of method shall be incidental to the Contract.</li> <li>• When not mowing, travel from one area to another shall be on the right shoulder of the highway.</li> <li>• All travel must be in <b>same direction</b> as flow of traffic.</li> <li>• Vegetation in designated mowing areas shall be cut to a height of four (4) to five (5) inches. Grass clippings may stay on site where they fall.</li> <li>• Stopping on pavement <b>is prohibited</b> except for setting up work zone signs or in emergencies.</li> <li>• Tractors, vehicles, and other equipment left unattended or overnight shall be in crossovers parked off the paved section to allow full access for emergency, police, or other vehicles.</li> <li>• All Work included in this Contract shall be performed during daylight hours only. There shall be no Work on Sundays, holidays, or government closure days.</li> <li>• All required traffic control, including signs, sign deployment/removal shall be incidental to the Contract.</li> </ul>
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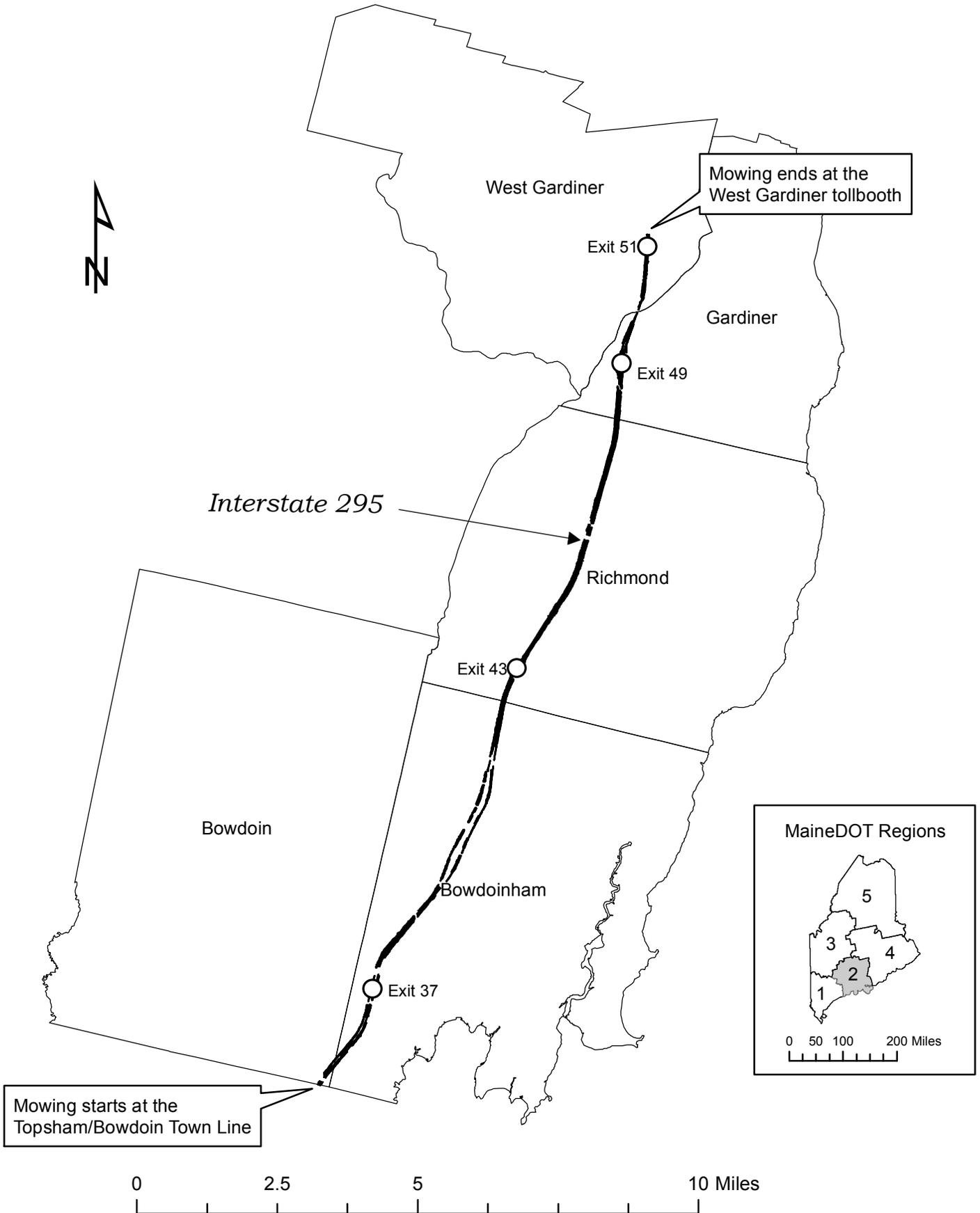
Mower decks	<ul style="list-style-type: none"> <li>• Only <u>flail mower decks</u> shall be used. All other style decks such as rotary or disk are <b>prohibited</b>.</li> <li>• At least one tractor shall be equipped with a rear 3 point hitch mounted flail deck off set right capable of being raised off the ground and a right side mid mount flail deck capable of being raised up for the purpose of mowing ditches and along wood edges. (see <b><i>Illustration One</i></b> at the end of this section).</li> <li>• Contractors may request use of alternate equipment for the purpose of mowing ditches or wood edges subject to Department approval.</li> <li>• Brush hog style mower decks shall not be used.</li> <li>• Mower decks shall be capable of cutting brush up to 1 inch in diameter at ground elevation.</li> </ul>
Signs	<ul style="list-style-type: none"> <li>• Signs shall be set with the bottom of the sign at least 1 foot above the travel way and placed no more than two miles from active mowing.</li> <li>• Signs shall be placed no more than 2 miles from active mowing.</li> <li>• Two Signs shall be in place, one on either side of the roadway, prior to Work commencing.</li> <li>• When Work involves being on both sides of the interstate or divided highway or in the median of same within a 2 mile area, signs must be in place on both sides of the highway system e.g.-Northbound Southbound.</li> <li>• When mowing on controlled access highways with no median, signs shall be placed no more than 2 miles from active mowing on both sides of the highway in accordance with the MUTCD standard.</li> <li>• Signs shall conform to the requirements of Part VI of the latest edition of MUTCD, and NCHRP 350 guidelines, super high intensity fluorescent retro reflective sheeting to the performance requirements of ASTM D 4956-09 Type VI fluorescent material (roll up style).</li> <li>• Sign legends shall be covered or turned from view when work is not in progress.</li> <li>• Signs for Litter Removal shall be 4 feet by 4 feet signs with 6-inch letters stating ROAD WORK AHEAD.</li> <li>• Signs for mowing shall be 4 feet by 4 feet with 6-inch letters stating ROAD MACHINERY AHEAD.</li> </ul>

<p>Initial Litter Removal Prior to First Mowing Cycle</p>	<ul style="list-style-type: none"> <li>• Contractors may use 4 or 6 wheel, off -road (all wheel or 4 wheel drive) utility vehicles with cargo beds during the Initial Litter Removal prior to the first Mowing Cycle.</li> <li>• 3 or 4 wheel off road ATV's are prohibited from use for litter removal operations.</li> <li>• 4 or 6 wheel off road utility vehicles shall be equipped with the following:           <ul style="list-style-type: none"> <li>○ One high intensity rotating or strobe light plainly visible from all sides.</li> <li>○ Slow moving vehicle placard plainly visible from the rear</li> <li>○ seat belt</li> <li>○ working factory installed roll over protection</li> </ul> </li> </ul>
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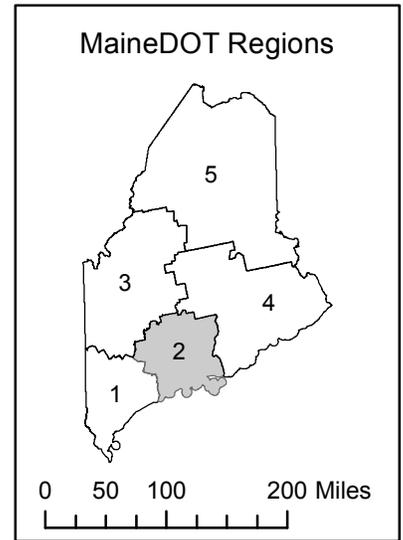
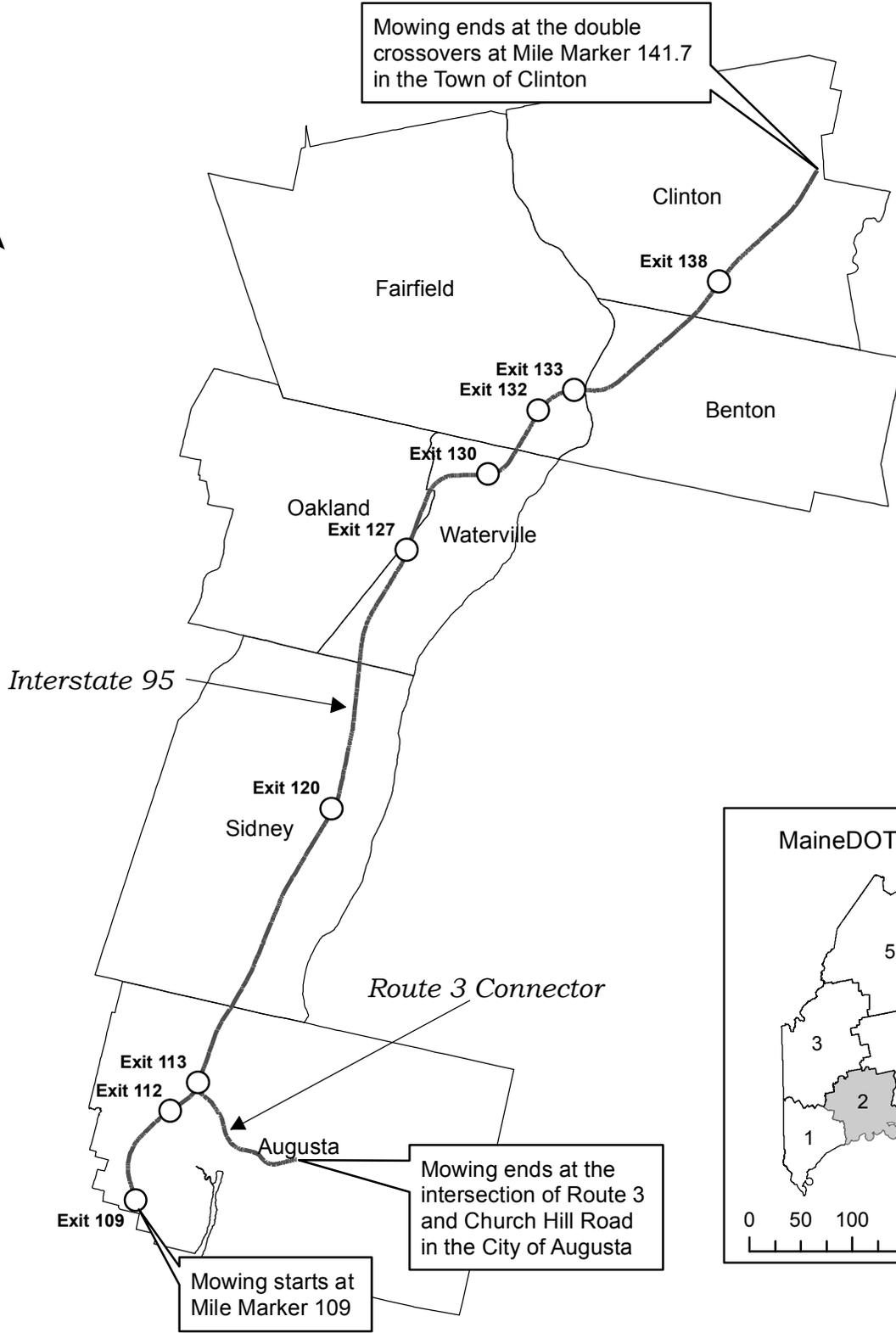


**Illustration One:** Examples of required tractor setup on an interstate style tractor with a rear 3 point hitch mounted flail deck off set right capable of being raised off the ground and a right side mounted flail deck capable of being lifted upright for the purpose of mowing ditches and wood edges.

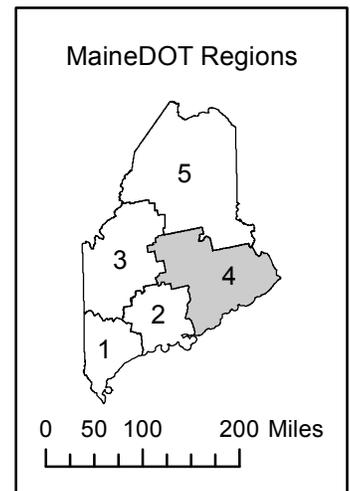
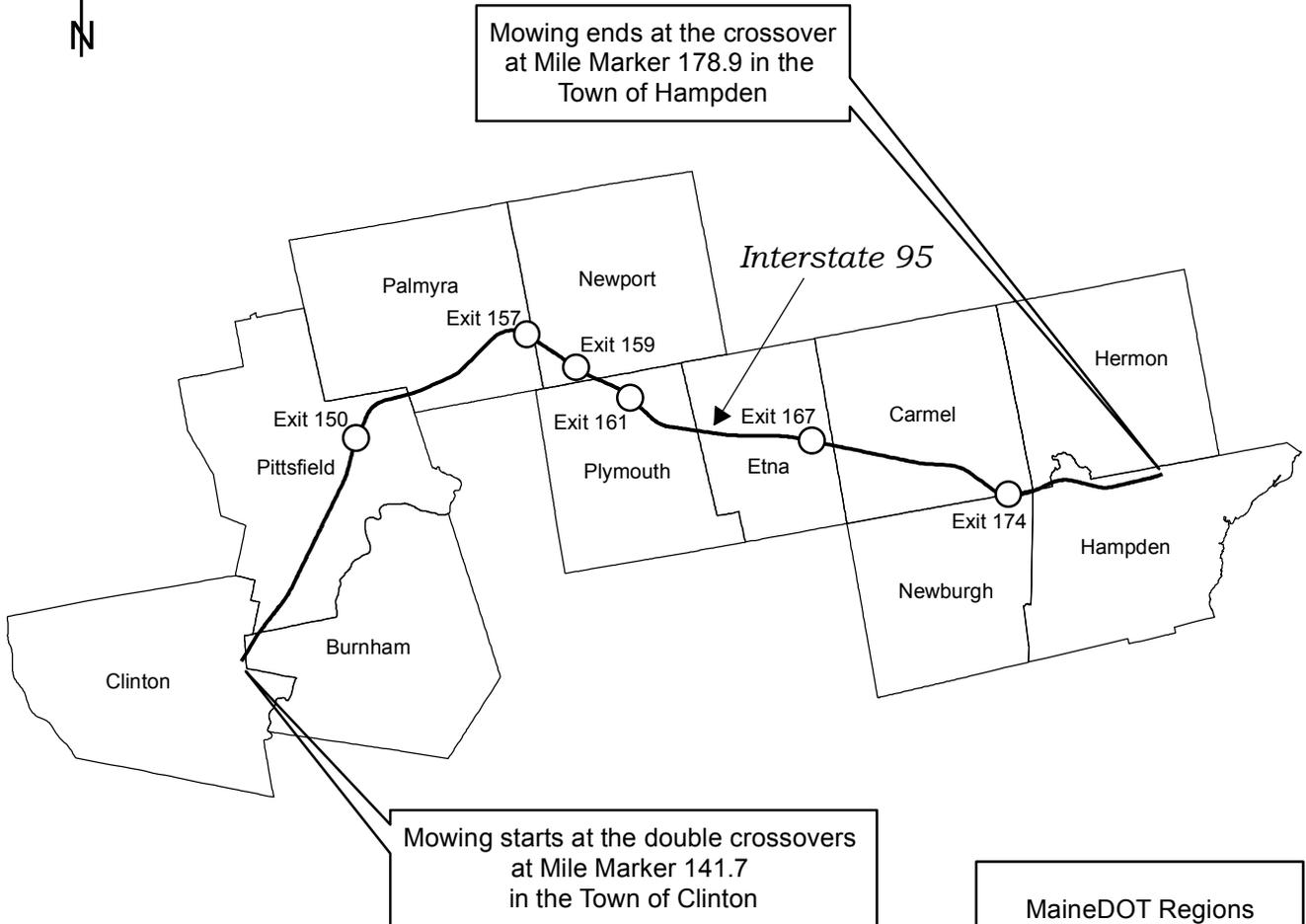
# Extent of Mowing for Region 2, Area 1



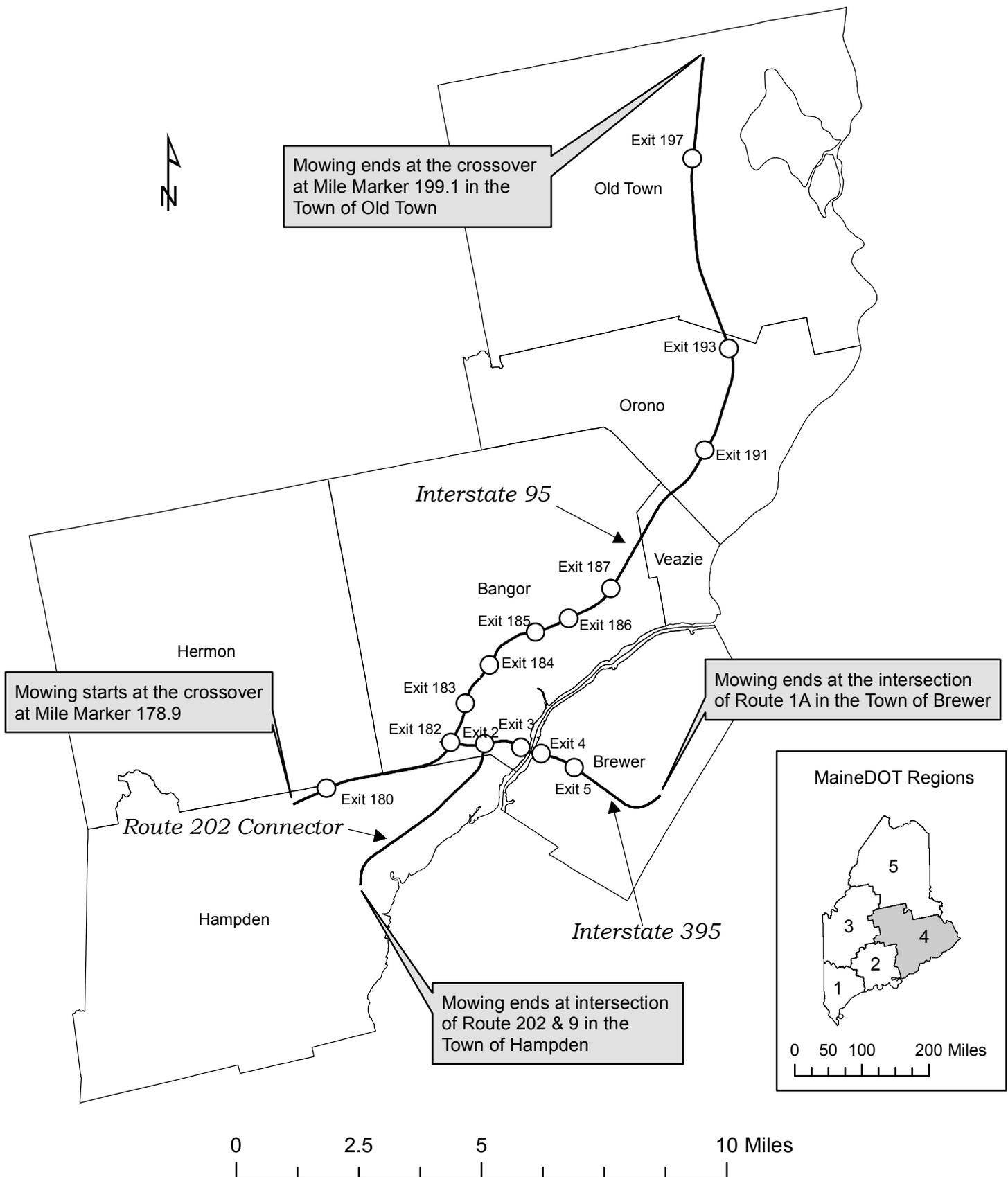
# Extent of Mowing for Region 2, Area 2



# Extent of Mowing for Region 4, Area 1



# Extent of Mowing for Region 4, Area 2



SUPPLEMENTAL SPECIFICATION  
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

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

101.2 Definitions

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

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

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

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

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

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

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

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

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

**SECTION 105**

## **GENERAL SCOPE OF WORK**

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

**“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours, prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”**

### **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.

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

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

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

## EQUIPMENT

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

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

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

**307.041 Cement or Lime Spreader** If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

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

**307.06 Rollers** The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum

contact area per foot of 17 inch<sup>2</sup>, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

### MIX DESIGN

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

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

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

### CONSTRUCTION REQUIREMENTS

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

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

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

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

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

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

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

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

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

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

**A. Surface laminations.**

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

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

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

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

## **TESTING REQUIREMENTS**

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

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

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

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.**
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.**
- C. Testing Plan.**
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.**
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.**

- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

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

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

**MINIMUM QUALITY CONTROL FREQUENCIES**

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

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

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

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.
- D. The computed yield differs from the mix design by 10 percent or more.

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

**307.101 Test Strip** The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test

strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

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

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

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

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

#### ACCEPTANCE TEST FREQUENCY

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

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

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

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

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

Payments will be made under:

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

**SECTION 502**  
**STRUCTURAL CONCRETE**

**502.05 Composition and Proportioning**

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	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.”

502.1703 Acceptance Methods A and B

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

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

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

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

**502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the Department’s sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.**

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove “Rapid Chloride” from the section heading.  
In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove “Chloride” from the heading and from the first sentence.

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

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

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

502.195 Pay Adjustment Method C

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

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

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

**SECTION 619**  
**MULCH**

619.07 Basis of Payment

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

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

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

In the list of items change “Organic Humus” to “**Humus**”.

621.0019 Plant Pits and Beds

c Class A Planting

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

**SECTION 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**”