

**EQUIPMENT**  
**EXCAVATORS**

**Region 5**

**2015**

# **STATE PROJECT**

## BIDDING INSTRUCTIONS

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

### For a Paper Bid:

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

### For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
  - Bid Enclosed - Do Not Open
  - Title: Equipment Rental for Seasonal Excavators
  - Location: Region 5
  - 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: Equipment Rental for Seasonal Excavators  
Location: Region 5  
Date of Bid Opening:  
Name of Contractor:

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

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

Bid Enclosed: Do Not Open  
Title: Equipment Rental for Seasonal Excavators  
Location: Region 5  
Name of Contractor:

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

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

# NOTICE

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

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

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

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

# 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 **EXCAVATORS** in **REGION 5** will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **April 22, 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. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Seasonal Excavators without Operators

Location: In Region 5

Outline of Work: Supply excavators without operator for seasonal use by the Department, not for on call equipment and other incidental work.

**The basis of award will be Sections 1 and 2 each will be awarded separately.**

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, Scarborough, Dixfield, Bangor and Presque Isle. 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 \$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  
April 1, 2015



BRIAN BURNE  
HIGHWAY MAINTENANCE ENGINEER  
BUREAU OF MAINTENANCE & OPERATIONS

**SCHEDULE OF ITEMS**

**Region 5  
Excavators**

Contractor \_\_\_\_\_

Item Description	Approximate Quantity and Units (Calendar Months)	Unit Price per Calendar Month	Bid Amount
<b>SECTION 1 - EXCAVATORS REGION 5 TRACK 25,000 – 33,000</b>			
631.60 Equipment Rental Excavator #5-3 Track 25,000 – 33,000 Region 5	3.75	\$	\$
631.60 Equipment Rental Excavator #5-4 Track 25,000 – 33,000 Region 5	3.75	\$	\$
<b>SECTION 1 TOTAL BID</b>			
<b>SECTION 2 - EXCAVATORS REGION 5 TRACK 41,000 – 48,000</b>			
631.60 Equipment Rental Excavator #5-5 Track 41,000 – 48,000 Region 5	4.25	\$	\$
<b>SECTION 2 TOTAL BID</b>			

**SCHEDULE OF ITEMS**

**Region 5  
Excavators**

Item Description	Approximate Quantity and Units	Unit Price per Each	Bid Amount
<b>SECTION 3 - OPTIONAL - EXCAVATORS REGION 5 TRACK 25,000 – 33,000</b>			
910.30 SPECIAL WORK TRANS – PICK UP Excavator Track 25,000 – 33,000 Region 5 (Per Unit, Per Year for Pick Up)	2 EACH		
910.30 SPECIAL WORK TRANS – DELIVERY Excavator Track 25,000 – 33,000 Region 5 (Per Unit, Per Year for Delivery)	2 EACH		
<b>SECTION 3 TOTAL BID</b>			
<b>SECTION 4 - OPTIONAL - EXCAVATORS REGION 5 TRACK 41,000 – 48,000</b>			
910.30 SPECIAL WORK TRANS – PICK UP Excavator Track 41,000 – 48,000 Region 5 (Per Unit, Per Year for Pick Up)	1 EACH		
910.30 SPECIAL WORK TRANS – DELIVERY Excavator Track 41,000 – 48,000 Region 5 (Per Unit, Per Year for Delivery)	1 EACH		
<b>SECTION 4 TOTAL BID</b>			

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **EXCAVATORS** in **REGIONS 5** in the State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before the dates listed below:

<b>REGION</b>	<b>REGION/SECTION COMBINATION</b>	<b>COMPLETION DATE</b>
Region 5 Excavators, Track	Sections 1&3	12/30/2015
Region 5 Excavators, Track	Sections 2&4	12/30/2015

If the Department does not receive sufficient funds to fund this Agreement and other obligations of the State, or if funds are de-appropriated, then the Department may substantially decrease quantities and no adjustment shall be made to the Unit Price(s), nor shall the Contractor be entitled to adjustments to compensation for the reduction in quantities.

**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

**Section 1 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 2 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 3 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 4 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, 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 Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **EXCAVATORS**, in **REGIONS 5** 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 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.

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

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

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

**CONTRACTOR**

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

**G. Award.**

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

- Section 1 & Section 3, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
  
- Section 2 & Section 4, the following items \_\_\_\_\_  
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	

## **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, **EXCAVATORS** in **REGIONS 5** in the State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before the dates listed below:

<b>REGION</b>	<b>REGION/SECTION COMBINATION</b>	<b>COMPLETION DATE</b>
Region 5 Excavators, Track	Sections 1&3	12/30/2015
Region 5 Excavators, Track	Sections 2&4	12/30/2015

If the Department does not receive sufficient funds to fund this Agreement and other obligations of the State, or if funds are de-appropriated, then the Department may substantially decrease quantities and no adjustment shall be made to the Unit Price(s), nor shall the Contractor be entitled to adjustments to compensation for the reduction in quantities.

**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

**Section 1 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 2 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 3 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 4 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, 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 Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **EXCAVATORS**, in **REGIONS 5** 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 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.

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

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

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

**CONTRACTOR**

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

**G. Award.**

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

- Section 1 & Section 3, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
  
- Section 2 & Section 4, the following items \_\_\_\_\_  
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	

## 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, **EXCAVATORS, BACKHOE/LOADERS AND WHEELED LOADERS** in **REGIONS 1, 2, 3, 4 and 5** in the State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before the dates listed below:

REGION	REGION/SECTION COMBINATION	COMPLETION DATE
Region 1 Excavators	Sections 1&10	12/31/2016
Region 1 Loaders	Sections 2&11	06/30/2017
Region 2 Excavators	Sections 3&12	12/31/2016
Region 2 Backhoe/Loaders	Sections 4&13	06/30/2017
Region 3 Excavators	Sections 5&14	12/30/2016
Region 3 Backhoe/Loaders	Sections 6&15	06/30/2017
Region 4 Excavators	Sections 7&16	12/30/2016
Region 4 Loader	Sections 8&17	06/30/2017
Region 5 Excavators, Track	Sections 9&18	12/30/2015

If the Department does not receive sufficient funds to fund this Agreement and other obligations of the State, or if funds are de-appropriated, then the Department may substantially decrease quantities for the second year and no adjustment shall be made to the Unit Price(s), nor shall the Contractor be entitled to adjustments to compensation for the reduction in quantities.

**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

**Section 1 - (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)**

**Section 2 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 3 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 4 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 5 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 6 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 7 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 8 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 9 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 10 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 11 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 12 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 13 -** \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 14** - \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 15** - \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 16** - \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 17** - \_\_\_\_\_  
\$ \_\_\_\_\_

**Section 18** - \_\_\_\_\_  
\$ \_\_\_\_\_

**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: **EXCAVATORS, BACKHOE/LOADERS AND WHEELED LOADERS** in **REGIONS 1, 2, 3, 4 and 5** 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.

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
**(Date here)**  
Date

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

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

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

**G. Award.**

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

- Section 1 & Section 10, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 2 & Section 11, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 3 & Section 12, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.

- Section 4 & Section 13, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 5 & Section 14, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 6 & Section 15, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 7 & Section 16, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 8 & Section 17, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.
- Section 9 & Section 18, the following items \_\_\_\_\_  
The contract amount is \_\_\_\_\_.

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

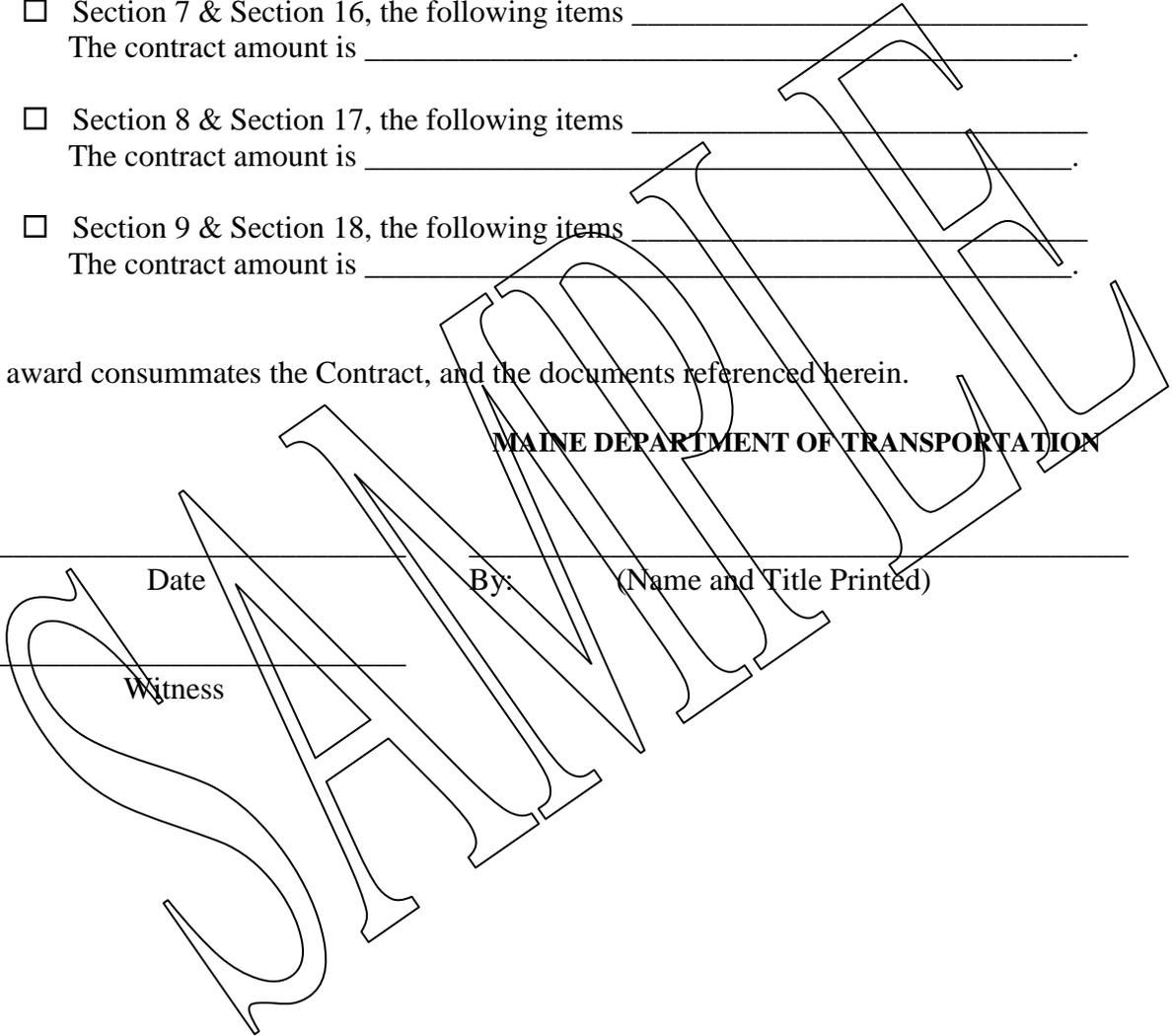
**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_

Date By: (Name and Title Printed)

\_\_\_\_\_

Witness



## SPECIAL PROVISIONS EXCAVATORS REGION 5

Schedule The Contactor shall provide equipment without operators in accordance with the dates shown below.

<b>SECTIONS 1 &amp; 3, REGION 5 EXCAVATORS, TRACK</b>			
Region	Item # and Description	Dates	Quantity
5	<b>EXCAVATOR TRACK, 25,000-33,000 Lbs</b> 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATORS #1-1 & 1-2 REQUIRED: DITCHING/CLEAN OUT BUCKET 60" WRIST ACTION FRONT DOZER BLADE	6/1/2015 – 9/18/2015  3 ¾ mo/yr, 1 yr = 3 ¾ CM per exc	2  Excavators
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		
<b>SECTIONS 2 &amp; 4, REGION 5 EXCAVATORS, TRACK</b>			
Region	Item # and Description	Dates	Quantity
5	<b>EXCAVATOR TRACK, 41,000-48,000 Lbs</b> 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #2-1 REQUIRED: DITCHING/CLEAN OUT BUCKET LARGE WRIST ACTION	6/1/2015 – 10/2/2015  4 ¼ mo/yr 1 yr = 4 ¼ CM per exc	1  Excavator
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		

General The Department reserves the right, at the time of delivery, to inspect the equipment and reject because of condition. In the case of repetitive breakdowns during operation, the Contractor will have the option to replace the equipment with another equivalent unit.

The Contractor shall perform all repairs, service and scheduled maintenance, except damage caused by the Department. All costs for labor, equipment and materials required to perform the work will not be paid for directly, and will be considered incidental to the Equipment Rental pay item(s). The Department will provide fuel, oil and grease. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, the Contractor will make sufficient repairs within three working days of the initial call by the Department. For those repairs taking longer than 3 working days, a replacement piece of equivalent equipment with temporary registration shall be provided, if possible. For each piece of equipment requiring repairs due to normal operation and unable to operate safely more than 3 working days during the month, the Contractor may furnish a replacement with temporary registration or if a replacement is not furnished, the Department may choose to extend the return date by an equivalent duration or choose to receive a credit. The credit will be deducted from the monthly rental for the number of days, in excess of one, that the equipment was unable or unsafe to operate computed at the Unit Price per month per each given in the Schedule of Items calculated in accordance with section "Measurement and Payment" below.

Changes The Department may return Equipment early, extend the duration, 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. 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.

Measurement and Payment Equipment Rental and required attachments will be measured per machine by the month which shall be payment in full for furnishing equipment and all materials, labor and equipment to satisfactorily perform repairs, service and scheduled maintenance. A month is defined as a time lasting from a date in one calendar month until the same date in the next calendar month. The initial day of the month will be the day of the month on which each piece of Equipment was delivered and will be considered the billing start date. In the event that the Department has a piece of equipment for a period that cannot be measured in whole months, the portion of the month will be measured in accordance with the table below.

Portion	Measurement	Payment
1 – 7 days	0.25	(0.25)(monthly unit bid price)
8 – 14 days	0.50	(0.50)(monthly unit bid price)
15 – 21 days	0.75	(0.75)(monthly unit bid price)
22 – 31 days	1.0	(1.0)(monthly unit bid price)

If the Contractor delivers a piece of equipment later than the scheduled date, the Department at its choice may extend the return date to get the full period or reduce payment by the time not in possession. If the Contractor fails to pick up a piece of equipment as scheduled, the additional time will not be measured for payment.

The Contractor shall contact the Region a minimum of two (2) days prior to delivery for delivery coordination. The Contractor shall deliver the equipment only during the following times: Monday through Friday, 7:00 AM through 3:00 PM except deliveries may not be made on holidays. Delivery to the Region will not be measured for payment and will be considered incidental to the Equipment Rental pay item(s). Regions will pick up and deliver the equipment unless they choose the optional transportation items.

The accepted quantities of Equipment Rental will be paid for at the contract Unit Price for each type of equipment per month per each for each month furnished plus the portion payment as shown on the table above. Payment shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications.

If the Department decides to have the Contractor transport the equipment, the accepted quantities of Item 910.30 Special Work, Transportation will be paid for at the contract Lump Sum Unit Price per piece of equipment per year for delivery and per piece of equipment per year for pickup and which price shall be full compensation for all labor, equipment, material and incidentals necessary to move the equipment and all associated options and perform the work in accordance with these specifications. Transportation locations for delivery and pickup are listed below.

<b>Region</b>	<b>Location and Contact</b>	<b>Size</b>
5	1-2 Evergreen Parkway Caribou, ME	All Equipment

The Department will pay for Extra Work such as service calls, additional attachments and damage repair by written Contract Modification in accordance with Section 109.7 Equitable Adjustments to Compensation and 109.8 Contract Modification.

Payment will be made under:

Pay Item

Pay Unit

631.60 Equipment Rental (by Month)  
910.30 Special Work, Transportation

Calendar Month  
EA

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

**SPECIAL PROVISION**  
**SECTIONS 102 BIDDING**  
**& 103 AWARD & CONTRACTING**  
**(Basis of Award)**

This Contract is to supply excavators for seasonal use by the Department as specified in Special Provision Excavator, and is not to be used for on call equipment rental on an as needed basis.

Bidders are to submit the completed technical specification sheet checklists and vehicle descriptions with their bid.

Bidders may bid one or more Region/Section combination in accordance with the table below. For each Region/Section bid, Bidders are required to bid all pieces of equipment in that section. For each Piece of Equipment bid, Bidders are required to bid all required and elective options. Each Region/Section Combination will be awarded separately.

Region	Region/Section Combination	Basis of Award
Region 5 Excavators, Track	Sections 1&3	Section 1
Region 5 Excavator, Track	Sections 2&4	Section 2

The basis for award for Sections 1 and 2 will be the lowest responsive bid for the equipment and the required options for each Section as determined by the Department. Each Region/Section combination will be awarded separately based on the bids for Sections 1 and 2.

Elective Options (Sections 3 and 4) are Items that must be bid on by the bidder, but may or may not be awarded based on the bid prices and each regions needs. Sections 3 and 4 will not be included in the determination of the lowest bid for the Region/Section combination.

Work will be awarded under these agreements according to the following process: The Apparent Low Bidder for the particular Section (1 and 2) will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish all of the equipment for the Section combination and subsequent Bidders in ascending order of the amount of their bids, until a Bidder agrees to furnish the equipment for a Section.

If the Department increases quantities for items already bid in a Region, the Bidder with the Contract for that Section (1 and 2) will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the

Bidder that submitted lowest bid for the particular Equipment for that region to see if that Bidder will furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish the equipment and subsequent Bidders in ascending order of the amount of their bids, until a Bidder furnish the equipment.

If the Department adds an item to a region that was bid in other regions, the Bidder with the Contract for that Section (1 and 2) will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment at a reasonable price, then the Department will contact the Bidder that submitted lowest bid for the particular Equipment in any region to see if that Bidder will furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish the equipment and subsequent Bidders in ascending order of the amount of their bids, until a Bidder furnish the equipment.

If a Contractor is unable to furnish equipment contracted under these agreements, the Department will contact the Bidder that submitted lowest bid for the particular Equipment to see if that Bidder will furnish the equipment. If this Bidder is unable to furnish the equipment, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish the equipment and subsequent Bidders in ascending order of the amount of their bids, until a Bidder furnish the equipment.

SPECIAL PROVISION  
SECTION 108  
PAYMENT  
(Payment)

The Department will pay the Contractor monthly for the previous month and at the completion of the contract in accordance. The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work for approval and payment.

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

Contractor Name, Address & Contract Number  
Invoice Date & Number  
Billing Period - Start Date and End Date  
Region & Location of Equipment  
Equipment Description & Serial Number  
Unit cost for each unit at the Unit Prices contained in the Contractor's Bid or as  
adjusted for a portion of a month in accordance with this contract  
Itemized breakdown for Extra Work such as damage repair or service calls agreed to  
by written Contract Modification  
Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Repetitive Breakdowns
- B. Equipment rejected due to condition
- 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. Incomplete, Inaccurate or Incorrect Invoices
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

If the Contractor does not submit compliant, correct invoices, the Department may estimate the quantities and make payment based upon such estimates and information contained on statements provided by the Contractor.

## **SPECIAL PROVISIONS**

### **SPECIAL PROVISIONS SECTION 102** **BIDDING**

102.6 Bid Guaranty Delete the entire section 102.6

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

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

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.

102.11.1 Curable Bid Defects Add the following curable bid defects " G. The Bidder fails to submit the completed technical specification sheet checklists and vehicle descriptions or the submitted completed technical specification sheet checklists and vehicle descriptions are incomplete, insufficient or unclear.

### **SPECIAL PROVISIONS SECTION 103** **AWARD AND CONTRACTING**

103.5 Award Conditions Delete the section in its entirety and replace with the following:

The Apparent Successful Bidders must provide and/or perform all of the items listed in this Section 103.5 and the Bid Documents 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 any 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. Federal Wage Rates do not apply to this work.

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

SPECIAL PROVISION SECTION 105  
GENERAL SCOPE OF WORK

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

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contactor shall comply with these laws and regulations and ensure compliance by its subcontractors.”

SPECIAL PROVISION SECTION 108  
PAYMENT

108.3 Retainage Delete the entire section 108.3.

SPECIAL PROVISION SECTION 109  
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION**  
**SHEET**

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

- X Meeting Specification**
- N/A Not Available**
- DI Dealer Installed**
- AE Approved equal process**

**SPECIAL PROVISIONS**

**TRACK EXCAVATOR: 25,000 – 33,000**

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

**The excavator specifications and terms are as follows:**

**Tracked Excavators:**

- \_\_\_ Operating weight must be not less than 25,000 pounds and not more than 33,000 pounds
- \_\_\_ Digging depth minimum of 16’
- \_\_\_ Horsepower must have a minimum of 80hp.
- \_\_\_ Excavators must be no older than (5) five years nor have more than 3000 hours.
- \_\_\_ Each excavator must come with a minimum 30” inch digging bucket with teeth.
- \_\_\_ Each excavator must come with wrist action and a minimum 48” ditching cleanout bucket.
- \_\_\_ Each excavator must come with a front blade.

- The tail swing must not extend more than 1’6” beyond the outside edge of the track in any direction for excavators furnished for Regions 1, 2, 3& 4.
- The tailswing must not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished Region 5.
- Excavator transport width must not exceed 8’6”.
- Excavator arm length must not exceed 9’11” for excavators furnished for Regions 1, 2 & 4.
- Excavators must have air conditioning, and strobe light.
- Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- Excavators must be equipped with street pads or Region 2 prefers rubber track pads.
- Excavators may be equipped with thumbs. In Region 2 excavators shall be equipped with thumbs. No additional payment will be made for thumbs.
- Excavators must be equipped with pilot controls and pattern select.
- The Contractor must provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery.

**The Department will provide the following:**

- Insurance.
- Daily fuel, oil and grease.

**Options for a tracked excavator priced separately than equipment listed above:**

**Options:**

- Heavy duty rubber track pads.
- Transportation – Pickup
- Transportation - Delivery

**Vehicles Description must be included with the bid package:**

**Lease Term and Quantity: see Schedule of Items.**

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION**  
**SHEET**

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

- X Meeting Specification**
- N/A Not Available**
- DI Dealer Installed**
- AE Approved equal process**

**SPECIAL PROVISIONS**

**TRACK EXCAVATOR: 41,000 – 48,000**

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

**Tracked Excavators:**

**The excavator specifications and terms are as follows:**

- \_\_\_ Operating weight must be not less than 41,000 pounds and not more than 48,000 lbs.
- \_\_\_ Digging depth minimum of 18’.
- \_\_\_ Horsepower must have a minimum of 100hp.
- \_\_\_ Excavators must be no older than (5) five years nor have more than 3000 hours.
- \_\_\_ Each excavator must come with a minimum 36” inch digging bucket with teeth.
- \_\_\_ Each excavator must come with wrist action and a minimum 60” ditching cleanout bucket.

- Excavators must have air conditioning, and strobe light.
- Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- Excavators must be equipped with street pads.
- Excavators may be equipped with thumbs. No additional payment will be made for thumbs.
- Excavators must be equipped with pilot controls and pattern select.
- The Contractor must provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery.

**The Department will provide the following:**

- Insurance.
- Daily fuel, oil and grease.

**Options for a tracked excavator priced separately than equipment listed above:**

**Options:**

- Transportation – Pickup
- Transportation - Delivery

**Vehicles Description must be included with the bid package:**

**Lease Term and Quantity: see Schedule of Items.**

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

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

101.2 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX A TO DIVISION 100**

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

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

### 203.02 Materials

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

**Crushed Stone, ¾ inch      703.13**

### 203.042 Rock Excavation and Blasting

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

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

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

### 304.02 Aggregate

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

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

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

Remove this Section in its entirety and replace with:

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

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

**MATERIALS**

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

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

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

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

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

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

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

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

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

## EQUIPMENT

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

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

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

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

spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

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

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

### MIX DESIGN

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

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

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

### CONSTRUCTION REQUIREMENTS

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

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

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained

- using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
  - F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

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

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

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

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

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

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

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

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

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

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

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

## TESTING REQUIREMENTS

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

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

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

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.

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

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

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

**MINIMUM QUALITY CONTROL FREQUENCIES**

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

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:

<u>Pay Item</u>	<u>Pay Unit</u>
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 411**  
**UNTREATED AGGRAGATE SURFACE COURSE**

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

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

502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

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

In the list of Pay Items add “**619.13 Bark Mulch**” with a Pay Unit of “**CY**”.  
Change the description of 619.1301 from “Bark Mulch” to “**Mulch – Plan Quantity**”

In the list of Pay Items add “**619.14 Erosion Control Mix**” with a Pay Unit of “**CY**”.  
Change the description of 619.1401 from “Erosion Control Mix” to “**Mulch – Plan Quantity**”

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

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

621.0019 Plant Pits and Beds

c Class A Planting

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

**SECTION 626**

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

626.034 Concrete Foundations

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

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

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

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

**SECTION 660**

**ON-THE-JOB TRAINING**

660.06 Method of Measurement

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

660.07 Basis of payment to the Contractor

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

Payment will be made under

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

### **SECTION 677**

On page 6 - 203 change “636.041” to “677.041”

### **SECTION 703** **AGGREGATES**

703.0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

**703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.**

**As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.**

**Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:**

**Class F Coal Fly Ash meeting the requirements of AASHTO M 295.**

**Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.**

**Densified Silica Fume meeting the requirements of AASHTO M 307.**

**Lithium based admixtures**

**Metakaolin**

**Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.**

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**”