

Service and Construction

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

Regions 1 & 2

WIN 022177.00

2016

Updated 11/15/15

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

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

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 (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. Include prices for all items in the Schedule of Items
 4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
Bid Enclosed - Do Not Open
Title: Controlled Access Highway, Interstate Mowing and Litter Removal
Location(s): Regions 1 and 2
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:
Double Envelope: Bid Enclosed
Title: Controlled Access Highway, Interstate Mowing and Litter Removal
Location(s): Regions 1 and 2
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: Controlled Access Highway, Interstate Mowing and Litter Removal
Location(s): Regions 1 and 2
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. Each bid package will require a separate request.

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

NOTICE

Bidders:

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

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

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

Vendor Registration

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

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

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

Sole Proprietorship

Limited Liability Company

Partnership

Joint Venture

Corporation

Other: _____

(Date)

(Signature)

(Name and Title Printed)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Controlled Access Highway and Interstate Mowing and Litter Removal** in **Regions 1 and 2**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **February 3, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 022177.00

Location: In Regions 1 & 2 in the counties of Cumberland, Kennebec, Sagadahoc, Somerset, and Waldo

Outline of Work: Mowing and Litter Removal along interstate and controlled access highways in Regions 1 and 2 and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, 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 Offices in Scarborough and Augusta. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bonds 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
January 13, 2016



CLIFTON CURTIS
ASST. HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

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)

Controlled Access Highway, Interstate Mowing and Litter Removal
Regions One and Two
WIN 022177.00
January, 2016

SCHEDULE OF ITEMS

Contractors are required to bid on **all** Items in this Schedule of Items

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> <u>Year 1</u>	<u>Total Cost</u> (<u>Unit Cost Year 1</u> times <u>Quantity</u>)
1	REGION 2 <u>Initial Litter Removal</u> done prior to mowing	815	Acre	\$	\$
2	REGION 1 <u>Mow all Inslopes and Backslopes</u> of I-295 NB & SB including inslopes and backslopes of all interchanges and interchange ramps	330	Acre	\$	\$
3	REGION 2 <u>Mow all Inslopes and Backslopes</u> of I-295 NB & SB including inslopes and backslopes of all interchanges and interchange ramps	325	Acre	\$	\$
4	REGION 2 <u>Mow all Inslopes and Backslopes</u> of I-95 NB & SB and Rte. 3 Connector to West River Road including inslopes and backslopes of all interchanges and interchange ramps	490	Acre	\$	\$
Region 1 and 2 Sum of Total Cost for All 4 Items					\$

Region 1 Mowing areas include:

- Interstate 295 Northbound and Southbound from the crossover in Mile 7 in the Town of Portland to the Topsham/Bowdoin T/L, including all interchanges and interchange ramps

Region 2 Mowing areas include:

- Interstate 295 Northbound and Southbound from the Topsham/Bowdoin T/L, to the tollbooth in West Gardiner, including all interchanges and interchange ramps
- Route 3 Connector from Exit 113 of Interstate 95 in the Town of Augusta to the intersection of West River Road (Route 104) in the Town of Augusta
- Interstate 95 Northbound and Southbound from Mile Markers 109, including all interchanges and interchange ramps, to the double crossovers at Mile Markers 141.7 in the Town of Clinton

INSTRUCTIONS FOR FILLING OUT THE SCHEDULE OF ITEMS

- There are 4 Items listed in the Schedule of Items.
- Each Item has the Quantity (Total number of Acres) and the Unit (Acre).
- The Unit Cost Year 1 for each Item is the amount you wish to charge **per Acre** for the Item in Year 1.
- To calculate the Total Cost for each Item you must multiply the Unit Cost Year 1 by the Quantity.
- The Total Cost for All 4 Items is the **sum** of the Total Cost of the 4 Items.

The Department will calculate the 2% escalator for Year 2 and for Year 3 of this Contract.

The 2% escalator for Year 2 will be calculated by multiplying the Unit Cost Year 1 by 1.02.

The 2% escalator for Year 3 will be calculated by multiplying the Unit Cost Year 2 by 1.02.

In the event the Contract is extended year-to-year, the same formula will apply to year's 4, 5, and 6.

CONTRACT AGREEMENT, OFFER & AWARD

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

(Contractor)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal –WIN 022177.00 – Region 1 and Region 2; in the counties of Cumberland, Sagadahoc, Kennebec, Somerset, and Waldo**, in the State of Maine. The Work includes routine maintenance mowing and litter removal, 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 quality control, inspection, documentation, and 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 **September 30, each year** during the duration of the Contract and any Contract extensions. This contract shall expire on December 31, 2018.

At the discretion of the Department and upon mutual agreement with the Contractor, this Contract may be extended for time and money under all Contract terms at bid prices as adjusted by escalation described in **Section C. Price** for up to (3) additional 1 year periods.

C. Price.

The unit prices bid and the quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount which shall be the total price for 3 years as calculated by the Department.

In Year Two, a 2% escalation factor will be added to the bid price per Acre for each of the four Items in the Schedule of Items in the Bid. In Year Three, a 2% escalation factor will be

added to the calculated bid price per Acre for Year Two for each of the four Items as quoted in the Schedule of Items in the Bid.

After the initial three year term, if the Contract is extended each year, a 2% escalation factor will be added to the calculated bid price per Acre each year the Contract is extended using the formula described above.

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, Standard Details 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.

D. 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.

E. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **Controlled Access Highway, Interstate Mowing and Litter Removal –WIN 022177.00 – Region 1 and Region 2; in the counties of Cumberland, Sagadahoc, Kennebec, Somerset, and Waldo**, in the 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 mow and remove litter 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 Contract Administrator, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer for Controlled Access Highway, Interstate Mowing and Litter Removal in Regions 1 & 2 is hereby accepted.

The contract amount is: \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer
Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

(Contractor)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal –WIN 022177.00 – Region 1 and Region 2; in the counties of Cumberland, Sagadahoc, Kennebec, Somerset, and Waldo**, in the State of Maine. The Work includes routine maintenance mowing and litter removal, 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 quality control, inspection, documentation, and 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 **September 30, each year** during the duration of the Contract and any Contract extensions. This contract shall expire on December 31, 2018.

At the discretion of the Department and upon mutual agreement with the Contractor, this Contract may be extended for time and money under all Contract terms at bid prices as adjusted by escalation described in **Section C. Price** for up to (3) additional 1 year periods.

C. Price.

The unit prices bid and the quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount which shall be the total price for 3 years as calculated by the Department.

In Year Two, a 2% escalation factor will be added to the bid price per Acre for each of the four Items in the Schedule of Items in the Bid. In Year Three, a 2% escalation factor will be

added to the calculated bid price per Acre for Year Two for each of the four Items as quoted in the Schedule of Items in the Bid.

After the initial three year term, if the Contract is extended each year, a 2% escalation factor will be added to the calculated bid price per Acre each year the Contract is extended using the formula described above.

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, Standard Details 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.

D. 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.

E. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **Controlled Access Highway, Interstate Mowing and Litter Removal –WIN 022177.00 – Region 1 and Region 2; in the counties of Cumberland, Sagadahoc, Kennebec, Somerset, and Waldo**, in the 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 mow and remove litter 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 Contract Administrator, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer for Controlled Access Highway, Interstate Mowing and Litter Removal in Regions 1 & 2 is hereby accepted.

The contract amount is: \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer
Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway, Interstate Mowing and Litter Removal – WIN 022177.00 – Region 1 and Region 2; in the counties of Cumberland, Sagadahoc, Kennebec, Somerset, and Waldo, in the State of Maine.** The Work includes routine maintenance mowing and litter removal, 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 quality control, inspection, documentation, and 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 **September 30, each year** during the duration of the Contract and any Contract extensions. This contract shall expire on December 31, 2018.

At the discretion of the Department and upon mutual agreement with the Contractor, this Contract may be extended for time and money under all Contract terms at bid prices as adjusted by escalation described in **Section C. Price** for up to (3) additional 1 year periods.

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The unit prices bid and the quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount which shall be the total price for 3 years as calculated by the Department.

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added to the calculated bid price per Acre for Year Two for each of the four Items as quoted in the Schedule of Items in the Bid.

After the initial three year term, if the Contract is extended each year, a 2% escalation factor will be added to the calculated bid price per Acre each year the Contract is extended using the formula described above.

D. Contract.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, 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.

E. Offer.

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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 Contract Administrator, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

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

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

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

CONTRACTOR

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

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

G. Award.

Your offer for Controlled Access Highway, Interstate Mowing and Litter Removal in Regions 1 & 2 is hereby accepted.

The contract amount is: \$ _____

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ **Date** _____ **By: Brian Burne, Highway Maintenance Engineer**
 _____ **Witness** _____ **Maintenance & Operations**

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).]

General Notes

LITTER REMOVAL

- The Contractor **will not** be responsible for litter removal in Region 1. The Department will have litter in Region 1 removed by May 15th each year.
- Litter removal shall commence in Region 2 after all of the snow is gone from mowable areas and prior to mowing any mowable areas.
- The Contractor may coordinate with the Region contact to make arrangements for temporary dumpster storage at camps in proximity of the Work.
- When mowing, the Contractor shall additionally remove any larger litter (over 12” in any dimension) that is in the path of the mowers to avoid mowing over it.
- All litter in mowable areas shall be removed from the right of way and disposed of.
- If Contractor personnel are observed throwing litter into the woods or are observed trying to hide litter from sight rather than removing it from the interstate such action shall be grounds for Contract termination.

MOWING REQUIREMENTS, MOWER DECKS, AND MAINTENANCE

- The Region office, Region contact, and the Contract Administrator shall be contacted by e-mail prior to the beginning of Work each day and notified as to the location the Contractor will be working. The Department will provide a list of e-mail addresses.
- Mowing may commence when grasses and forbs grow to an average height of 10 inches.
- All mowable areas shall be cut at least once a year unless the Department has agreed that a given area cannot be mowed without causing excessive damage.
- Cutter blades shall be maintained to provide a clean sharp cut at all times.
- Mower decks shall be set to achieve a uniform cut height of 4 to 5 inches.
- Mowers shall operate at low speed to ensure cut heights are attained and the cut is clean and uniform. Grass clippings may stay on site where they fall.
- Mower decks shall be capable of cutting brush up to 1 inch in diameter at ground elevation.
- If the Contractor causes rutting, or damages any state property or assets, the Contractor shall notify the Contract Administrator of the location and nature of the damage and the Contractor shall be responsible for all repairs and costs of repair. The Department may withhold payment in an amount necessary to ensure repairs are made to the satisfaction of the Department. Failure to report or repair damages shall be grounds for Contract termination.
- Rutting repairs will likely include grading, grass seed, and mulch, and in some cases, placing loam.
- All necessary repairs shall be performed within 30 days of damage.
- The Department reserves the right to approve all equipment including mower decks prior to use.
- The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely.

- The Department may request more than one cut for specific areas. Extra work will be paid for at bid prices.

INSLOPE & BACKSLOPE AREAS

- The Department may choose to control weeds within the interstate corridor in inslope areas using herbicides. The work is performed in spring. The Department will coordinate such activity to not interfere with Contractor Work schedules.
- All backslopes or inslopes that can be mowed without causing excessive damage shall be mowed. However, the Department recognizes that some backslopes (potentially up to 10% in any given year), and potentially some inslope areas, may not be mowable due to excessively wet site conditions.
- Un-mowed backslopes or un-mowed areas of inslopes, that the Department determines are too wet to mow, will be deducted from progress payments at the applicable per acre rate.
- When the Department, in its determination, believes an un-mowed backslope or un-mowed inslope area can be mowed, it will have 30 calendar days to mow these areas with its forces or another Contractor. If the area is successfully mowed without causing excessive damage, the Department will deduct **2 times** the per acre rate from progress payments for the applicable skipped areas.
- If the Department elects not to mow these areas, it shall be treated as though the Department is in full agreement that the areas cannot be mowed without causing excessive damage and the areas will be deducted from contract payments at the applicable per acre rate.

DITCHES

- All ditches that can be reasonably mowed shall be mowed. However, the Department recognizes some ditches (up to 15% in any given year) may not be mowable due to excessively wet site conditions.
- Un-mowed ditches, that the Department determines are too wet to mow, will be deducted from progress payments at the applicable per acre rate.
- When the Department, in its determination, believes an un-mowed ditch can be mowed, it will have 30 calendar days to mow these areas with its forces or another Contractor. If the area is successfully mowed without causing excessive damage, the Department will deduct **2 times** the per acre rate from progress payments for the applicable skipped areas.
- If the Department elects not to mow these areas, it shall be treated as though the Department is in full agreement that the areas cannot be mowed without causing excessive damage and the areas will be deducted from progress payments at the applicable per acre rate.
- Side arm mowers may be used to mow ditches.

CONSIDERATIONS REGARDING COMPLETION OF PHYSICAL WORK EACH YEAR

- All mowing and other Physical Work required to fulfill the obligations of this Contract shall be completed by September 30th each year.

- If Physical Work is not completed or not completed in accordance with this Contract by this date, the Department will determine acres not mowed and reduce payment by **2 times** the per acre price for the total of areas not mowed.

OVERNIGHT/WEEKEND EQUIPMENT PARKING AREAS

- Equipment or vehicles left unattended overnight or on weekends shall be left in a crossover whenever possible and off the paved area and adjacent to the crossover.
- Areas where equipment is parked overnight and during weekends or holidays shall be a sufficient distance from the interstate **Edge of Travel Way (ETW, i.e. - the nearest solid yellow or solid white line) to ensure it is not likely to be hit by an errant vehicle. In general, this location will normally be off the edge of the pavement adjacent to the center of the nearest crossover.**
- When a crossover does not provide sufficient length to allow at least 30 feet of separation from the nearest ETW in each direction of the interstate, alternative locations not in the median may be more preferable. These would include: areas behind the trailing end of a guardrail run, areas at the top of a backslope that is at least 30 feet from the nearest ETW, or areas that are at least 40 feet from the nearest ETW down the inslope and located on the right side of the highway.
- The Department may be contacted for guidance when seeking approval for alternative areas for overnight parking.
- The Department shall be notified if equipment is broken down and must be left in areas such as inslopes or backslopes that do not meet these criteria. The Contractor shall provide an estimate of the time the equipment will be in the location and shall repair and move such equipment to a safe location as soon as possible.

DAILY VEHICLE PARKING

- Any vehicles used to transport workers to and from the interstate for Work shall be parked in a crossover during work hours.
- Contractors shall pool employees together away from the interstate to minimize the vehicles left at crossovers during the day.
- Equipment parked at crossovers must not block the crossover for use by state police, emergency or other authorized vehicles.
- Vehicles and equipment using crossovers shall be equipped with a strobe light, and follow procedures for use of crossovers as provided by the Department.
- All employees of the Contractor or Subcontractors, who operate vehicles or equipment using crossovers, shall be in possession of a **crossover permit** issued by the Department.

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

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

The Contractor shall complete all Physical Work on or before September 30th each year unless otherwise extended in accordance with the Contract, Agreement, Offer and Award- B. Time.

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

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

SPECIAL PROVISION
SECTION 108.3

RETAINAGE

The Department will deduct 5 % of the amount of each Progress Payment as retainage, after deducting for areas not mowed, to assure timely completion of the Work in Conformity with the Contract. At any time during the Contract, the Department may increase the amount retained or stop payments to cover the Contractor's obligations.

SPECIAL PROVISION
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work includes mowing grasses, herbaceous plants, and small woody plants in all inslopes, backslopes, medians, level areas, and ditches including all interchanges and interchange ramps. Work also includes removal of litter in Region 2 prior to mowing and removal of litter in front of mowers during mowing.

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

The Statewide Vegetation Manager in Maintenance & Operations is the Contract Administrator. The Contract Administrator will be responsible for managing Progress Payments, retainage, and calculation of payments. The Contract Administrator will also be responsible for administering the terms and conditions of the Contract; general oversight of the Work to assure adequate progress and quality; Contractor discipline including issuance of warnings, dispute resolution, and settlement for damages to infrastructure or property.

All Work and Extra Work shall be governed by, conform to and be completed in accordance with the Contract documents, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. The Contractor will be allowed to commence Work following Contract execution and in accordance with General Notes and Schedule of Items contained in the Contract Documents.

The Contractor will be allowed to enter roadway at Sunrise and must be off roadway before sunset in accordance with **Special Provision, Section 107, TIME (Contract Time)** of this Contract. No Work will be allowed on Sundays, holidays, or government closure days unless prior approval is obtained from the Department. The Contractor and the Department shall have a pre-season meeting at the Region Office to review policies, procedures, and regulations.

Oil changes, fueling and repair work except for emergencies shall be done in the crossovers. Spill kits are required and must include a plastic tarp, plastic bags and absorbent pads and socks at minimum. Plastic tarps shall be spread to capture oil during maintenance.

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

The Contractor shall complete all Work for each Item before beginning Work on the next Item. When a Contractor is capable of providing multiple tractors and crews, the Contractor will be allowed to work on 2 Items at the same time provided the Work on each Item is continuous to completion. Contractors shall not leave an Item unfinished to begin Work on another Item.

II: Definitions:

A. Inslope:

Inslopes are the vegetated area from edge of pavement to the bottom of the ditch or to an area of significant grade change. Inslopes may continue to the wood line or, in medians, may match up to an inslope from the opposite travel way. Generally inslopes exclude slopes behind guardrail sections once the slope exceeds 22 degrees.

B. Backslope:

Backslopes start where the Inslope ends continuing to the wood line, right of way fence, seedling delineators or other obstructions. In medians, backslopes may continue into flat areas that may also be backslopes of the opposite travel way. Mowable backslopes are slopes that do not exceed a slope angle of 22 degrees.

C. Interstate Litter Removal:

Litter includes any debris that has accumulated in the mowable areas, including but not limited to, paper, cardboard, Styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., over 4" inches in length in any dimension as may be found on the roadside.

III. Measurement and Payment:

The Department will pay for each Item annually following the completion of Physical Work and acceptance of each Item for the year.

Each year the Base Quantity will be the quantity shown in the Schedule of Items for each Item. There shall be no adjustment in the Base Quantity except when the Department increases or decreases the area specified to be mowed from that described in the contract.

The Contractor shall notify the Contract Administrator when, in their estimation, the Physical Work on an Item in the Schedule of Items is completed for the year. The Contract Administrator will determine if the Item will be accepted for payment for the year or if there are outstanding issues such as damages or areas that are not mowed. The Contract Administrator may consult with the Region Contact.

Following the Contractor notice of completion of annual Physical Work on an Item, the Contract Administrator will generate a Progress Payment to be made to the Contractor for the Item. Such payment voucher shall show, the computed payment, the Base Quantity, any adjustments to the Base Quantity, Item Unit Bid Price, annual escalator adjustment, deductions for retainage and any other information the Department chooses. Areas not mowed, will be

deducted from the Base Quantity, whether the areas are in dispute or not. No such payment will be made if in the opinion of the Department, the Work is not proceeding in accordance with the Contract or the Physical Work performed is insufficient to warrant acceptance and payment.

The Department will determine acres that cannot be mowed, based on site conditions each year. The Department will deduct acres that cannot be mowed from the Base Quantity.

If the Department, believes areas can be mowed that have not been mowed by the Contractor, the Department will initially deduct the acreage from the Base Quantity. If the Department is successful in mowing these areas with Department forces or another Contractor in accordance with the General Notes, the Department will deduct additional acreage from the base quantity so that the total deduction is **two times** the acreage and apply the additional deduction to the next Progress Payment generated by the Department.

The Department will deduct retainage in accordance with SPECIAL PROVISION 108.3 RETAINAGE.

If damages to property or assets are excessive, the Department may withhold additional retainage, in an amount necessary to cover the cost of repairs. Any such withholding will be released in a future Progress Payment, when in the determination of the Department, satisfactory repairs have been made.

If the Contractor mows additional acres not designated for mowing, the Department will only pay for the quantity designated in the Schedule of Items. If the Department adds acres to an Item, not included in the original Contract, the Department will modify the Contract to add the Extra Work. Extra Work will be paid at Unit Prices listed in the Bid.

IV. Default and Termination:

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

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

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

- 1st Incident: If the Contractor does not take corrective action within 5 days upon receipt of verbal warning, the Department will issue a written warning.
- 2nd Incident: The Department will issue a written warning. The Contractor will have 5 days from receipt of a written warning to take corrective action.

3rd Incident: The Department may terminate the Contract by written Notice of Termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed, including warranty obligations, nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination based on the Schedule of Items.

State of Maine

Department of Transportation

Memorandum

Bureau of Maintenance and Operations
Dale Doughty, Director

16 State House Station
Augusta, Maine 04333-0016

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

TO: All Holders of MDOT Crossover Permits

DATE: January 1, 2013

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

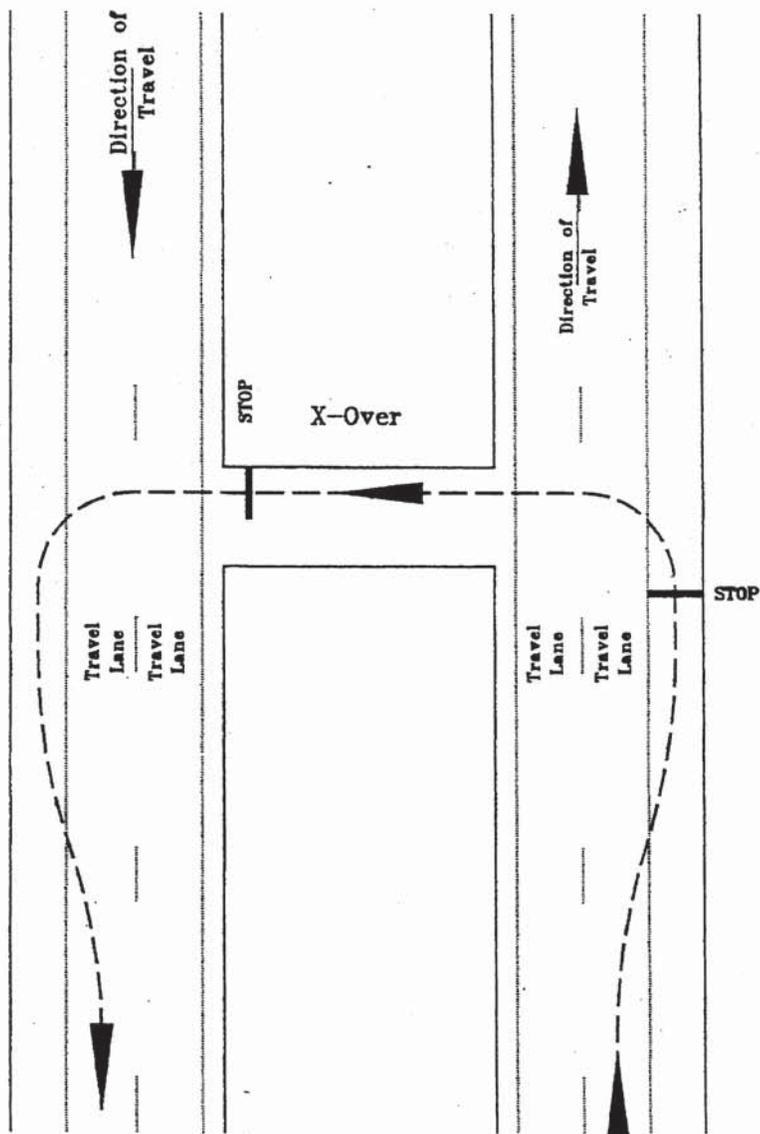
SUBJECT: Crossover Procedures – Divided Highways

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

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

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

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



Procedure for Using
Divided Highway Crossovers

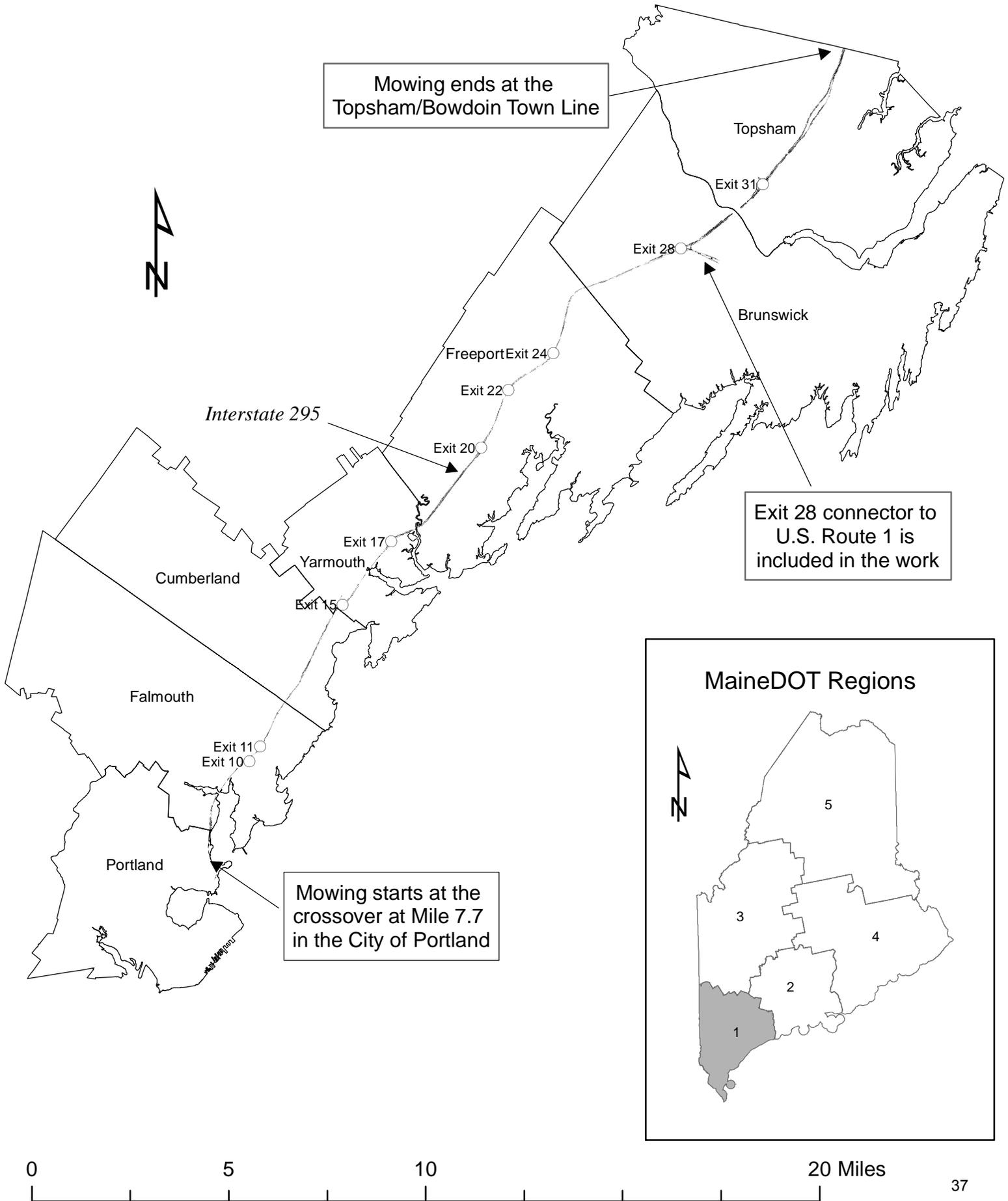
**SPECIAL PROVISION
SPECIFICATIONS FOR EQUIPMENT, HIGHWAY OPERATION, AND MOWING**

<p>Specifications For Mowing Equipment</p>	<ul style="list-style-type: none"> • Tractors shall be of sufficient size and horsepower to provide efficient, effective, and safe mowing of the acres set forth in the Contract and within the time frame outlined in the Contract. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely. • Tractors shall be 4 x 4 wheel drive with slow moving vehicle placard plainly visible from the rear, equipped with seat belt, working factory installed roll over protection, slope indicator/s, shields, warning signs, and guards in place, back up alarm, and an ABC type fire extinguisher (minimum 5 lbs.). • Tractors shall be equipped with at least one high intensity rotating or strobe light plainly visible from all sides. The lens shall be clear amber glass. The bulb shall be a minimum of 1,000,000 candlepower. The light ray shall sweep at a rate of 60 flashes per minute over a 360-degree area. Strobe lights shall be in operation continuously while tractor is mowing. • Tractors shall meet all OSHA standards, be licensed for highway operation, and meet minimum insurance requirements in accordance with Section 110 of the Standard Specifications (November 2014 Edition). • Multiple tractors may be required to accomplish Work within desired periods. • Tractor operators shall have a valid driver’s license in their possession. • Contractors may deploy other mowers (off road mowers) such as but not limited to walk behind, remote control, side arm or track vehicles to mow areas such as backslopes, ditches, or ramps difficult to navigate with larger tractors. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely. • Off road mowers, not licensed for use on a travel way, shall not be operated within 30 feet of the high speed travel way. These mowers may not be operated or driven on the highway or along the inslope within 30 feet of the travel way. • Operators of tractors and off road mowers shall wear all appropriate safety equipment for safe operation including but not limited to long pants, shirt, steel toed boots, and high visibility reflective vests and other safety gear required by company policy, or state or federal requirements.
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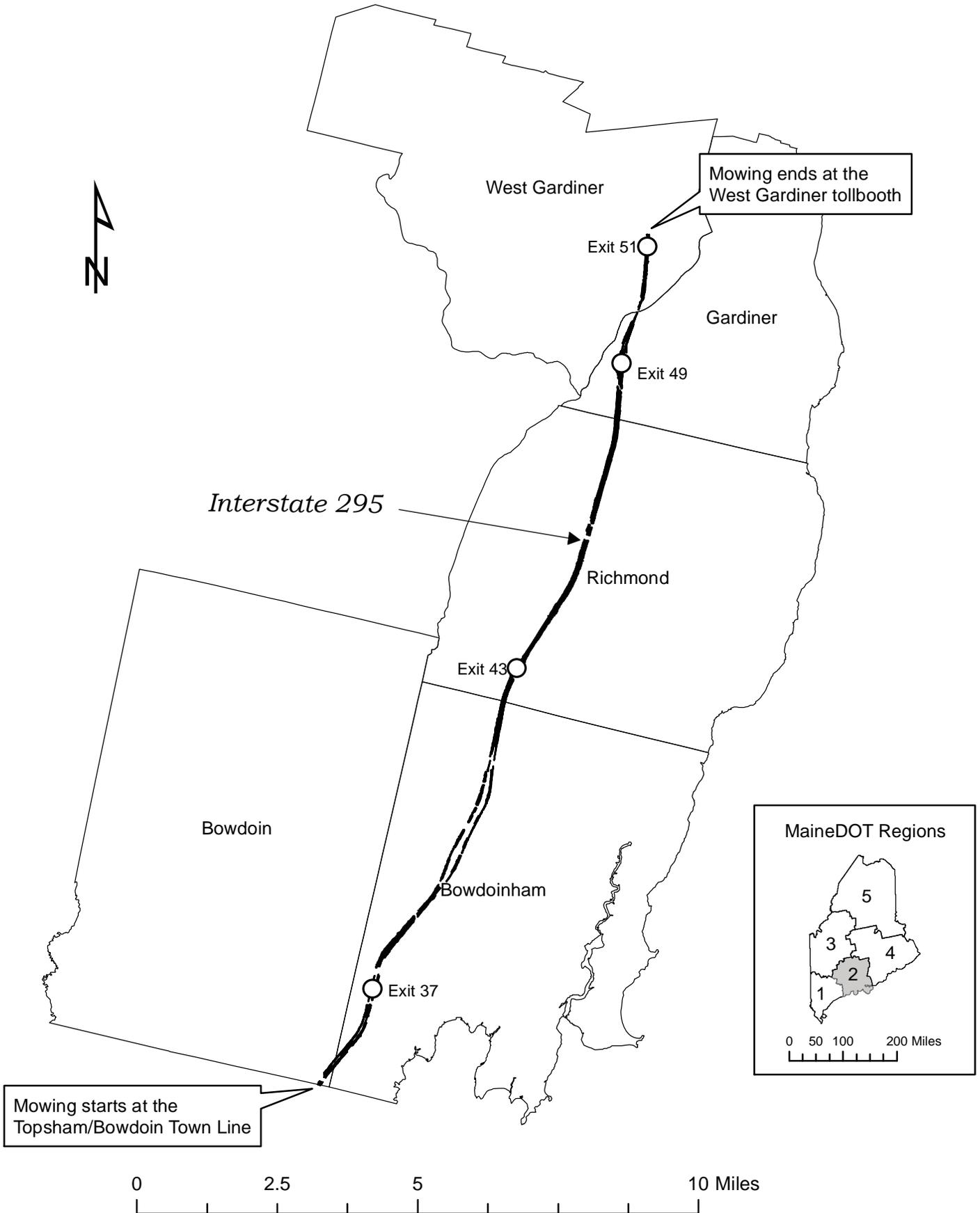
<p style="text-align: center;">Requirements of Operation</p>	<ul style="list-style-type: none"> • No travel on breakdown lane of highway except when mowing around delineators, signs or other obstacles located directly adjacent to pavement, or when traveling to get to work area, at overpasses, culvert locations, bridges, and guardrail locations where slope is too steep to navigate. • Mow swath closest to road, either side, in direction of traffic flow. • Mow in swaths parallel to roadway. Multiple passes may be required to achieve the desired result. • The Contractor shall mow or remove vegetation on all sides of sign supports and delineators that may be within designated mowing areas. The Contractor may choose to weed whack vegetation on all sides of such obstructions and is allowed to cut to ground to discourage re-growth during the growing season. Removing vegetation around obstructions regardless of method shall be incidental to the Contract. • When not mowing, travel from one area to another shall be on the right shoulder of the highway. • All travel must be in the same direction as flow of traffic. • Stopping on pavement is prohibited except for setting up work zone signs or in emergencies. • Tractors, vehicles, and other equipment left unattended or overnight shall be in crossovers parked off the paved section to allow full access for emergency, police, or other vehicles. Overnight parking shall conform with the section on overnight parking in the General Notes. • All required traffic control, including signs, sign deployment/removal shall be incidental to the Contract.
<p style="text-align: center;">Mower decks</p>	<ul style="list-style-type: none"> • <u>Flail mower decks</u> shall be used for all inslope mowing. • Rotary, flail, or disk mowers may be used to mow backslopes. • Contractors may request use of alternative equipment for the purpose of mowing ditches or wood edges subject to Department approval. • The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely.

Signs	<ul style="list-style-type: none"> • Signs shall be set with the bottom of the sign at least 1 foot above the travel way and placed no more than two miles from active mowing. • Two Signs shall be in place, one on either side of the roadway, prior to Work commencing. • When Work involves being on both sides of the interstate or divided highway or in the median of same within a 2 mile area, signs must be in place on both sides of the highway system e.g.-Northbound Southbound. • When mowing on controlled access highways with no median, signs shall be placed no more than 2 miles from active mowing on both sides of the highway in accordance with the MUTCD standard. • Signs shall conform to the requirements of Part VI of the latest edition of MUTCD, and NCHRP 350 guidelines, super high intensity fluorescent retro reflective sheeting to the performance requirements of ASTM D 4956-09 Type VI fluorescent material (roll up style). • Sign legends shall be covered or turned from view when work is not in progress. • Signs for Litter Removal shall be 4 feet by 4 feet signs with 6-inch letters stating ROAD WORK AHEAD. • Signs for mowing shall be 4 feet by 4 feet with 6-inch letters stating ROAD MACHINERY AHEAD, ROAD WORK AHEAD, or MOWING AHEAD.
Initial Litter Removal Prior to First Mowing Cycle	<ul style="list-style-type: none"> • Contractors may use 4 or 6 wheel, off -road (all wheel or 4 wheel drive) utility vehicles with cargo beds during the Initial Litter Removal prior to the first Mowing Cycle. • 3 wheel off road ATV's are prohibited from use for litter removal operations. • 4 or 6 wheel off road utility vehicles shall be equipped with the following: <ul style="list-style-type: none"> ○ One high intensity rotating or strobe light plainly visible from all sides. ○ Slow moving vehicle placard plainly visible from the rear ○ seat belt ○ working factory installed roll over protection

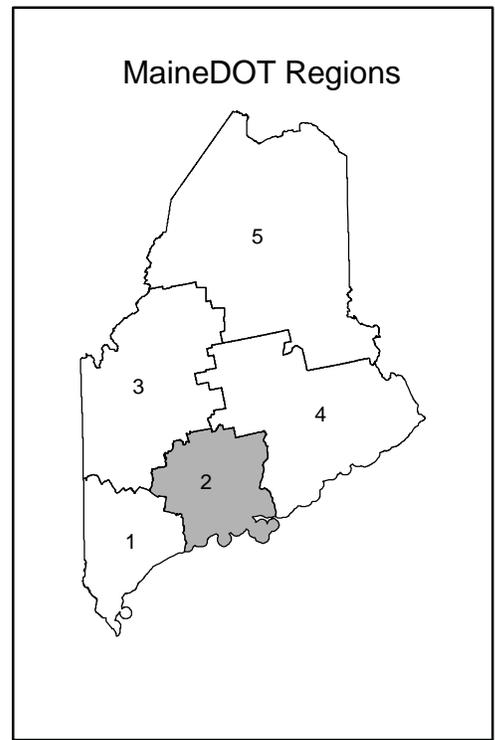
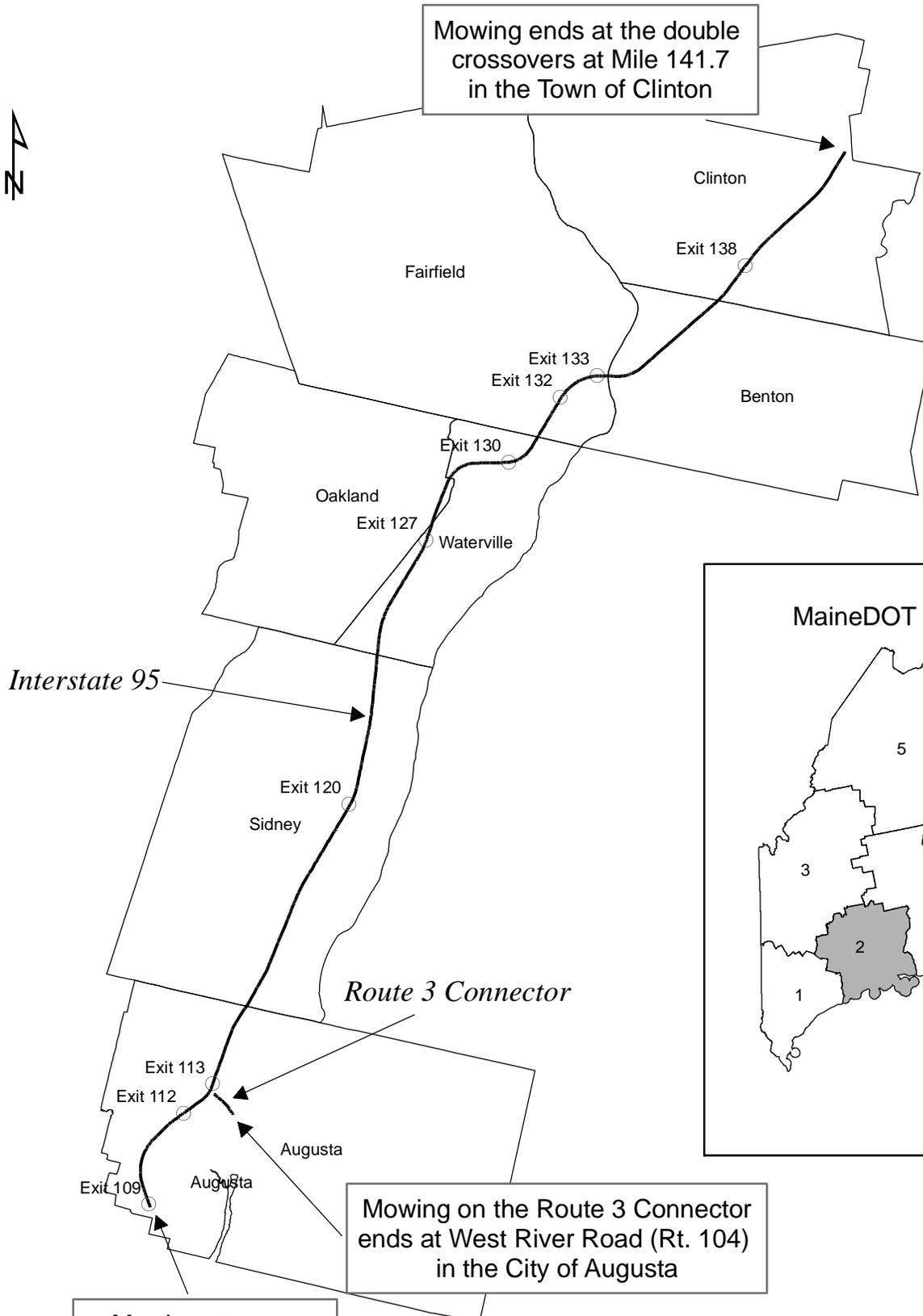
Mowing Extent for Interstate 295 in Region 1



Extent of Mowing for Region 2, Area 1



Mowing Extent for Region 2, Area 2



Mowing starts at Mile Markers 109 in the City of Augusta

Mowing on the Route 3 Connector ends at West River Road (Rt. 104) in the City of Augusta

Mowing ends at the double crossovers at Mile 141.7 in the Town of Clinton



SUPPLEMENTAL SPECIFICATIONS
(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.”

105.6.2.4 Department Verification Add the following to the end of the first sentence: “or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department.”

SECTION 106 **QUALITY**

106.4.1 General - In the first sentence, remove “When required by Special Provision,” and replace with “**When required elsewhere in the Contract,**”

SECTION 108 **PAYMENT**

108.3 Retainage - Remove the paragraph beginning with “ The Contractor may withdraw...” in its entirety.

SECTION 109 **CHANGES**

109.5.1 Definitions - Types of Delays
Delete Paragraph ‘A’ in its entirety and replace with:

“A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event.”

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/yd² with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd². 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 inch², 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 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

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

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

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

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

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

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

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

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

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

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

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

TESTING REQUIREMENTS

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

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

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

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

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

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

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE TEST FREQUENCY

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

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

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

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

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

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
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307.331 Full Depth Recycled Pavement (Untreated) **Square**
Yard

307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) **Square**
5 in. depth
Yard

307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) **Square**
6 in. depth
Yard

SECTION 411
UNTREATED AGGRAGATE SURFACE COURSE

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

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

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

Note #1 - Remove, “...Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer’s recommendations, at no additional cost to the Department.” and replace with, “...Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department.”

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 502.10 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 652 **MAINTENANCE OF TRAFFIC**

652.3 Submittal of Traffic Control Plan On page **6-148**, note **f**, in the last sentence change the 105.2.2 to 105.2.3 so that the last sentence reads, **“For a related provision, see Section 105.2.3 – Project Specific Emergency Planning.”**

652.4 Flaggers In the first paragraph, change the fifth sentence which says:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity.

So that it reads:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ° retro-reflectivity.

SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

“Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department’s Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to

discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

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. “

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Material for Underwater Backfill	Material for Embankment Construction
6 inch	100	
No. 40	0-70	0-70
No. 200	0-7.0	0-20.0

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**”