

BUCKFIELD

ROUTE 124

CULVERT REPLACEMENT
&
ANNULAR SPACE
GROUTING

WIN 026327.00

2020

Updated 05/15/2020

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

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

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

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

3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN: 026327.00

Towns: Buckfield

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid

Enclosed WIN: 026327.00

Towns: Buckfield

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

If a paper Bid is to be hand carried, deliver directly to the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta.

<http://www.maine.gov/mdot/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not
Open WIN: 026327.00
Towns: Buckfield
Date of Bid Opening:
Name of Contractor:

Bids are not accepted by email or FAX.

*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, March 2020 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.

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

NOTICE

Bidders:

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

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 **Culvert Replacement and Annular Space Grouting** in the town of **BUCKFIELD**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **August 12, 2020** and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** 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 026327.00

Location: In Oxford County, project is located on Route 124 in Buckfield, Maine

Outline of Work: Culvert Replacement, Annular Space Grouting 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, 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, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. Plans, specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Wilton. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail).

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

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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 MaineDOT to reject any or all bids.

Augusta, Maine
July 22, 2020



BRIAN T. BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

NOTICE

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

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

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

7/21/2020

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 026327.00

Project(s): 026327.00

SECTION: 1 PROJECT ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | | Bid Amount | |
|----------------------|---|--------------------------------|-------------------|--------------|------------|-----------|
| | | | Dollars | Cents | Dollars | Cents |
| 0010 | 502.57 ANNULAR SPACE GROUTING PIPE 1 | 8.000 CY | _____ | _____ | _____ | _____ |
| 0020 | 603.2590 60 INCH CULVERT PIPE OPTION III PIPE 2 | 1.000 EA | _____ | _____ | _____ | _____ |
| 0030 | 610.08 PLAIN RIPRAP | 30.000 CY | _____ | _____ | _____ | _____ |
| 0040 | 629.05 HAND LABOR, STRAIGHT TIME | 5.000 HR | _____ | _____ | _____ | _____ |
| 0050 | 631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 5.000 HR | _____ | _____ | _____ | _____ |
| 0060 | 631.172 TRUCK - LARGE (INCLUDING OPERATOR) | 5.000 HR | _____ | _____ | _____ | _____ |
| 0070 | 652.39 WORK ZONE TRAFFIC CONTROL | LUMP SUM | | LUMP SUM | _____ | _____ |
| 0080 | 659.10 MOBILIZATION | LUMP SUM | | LUMP SUM | _____ | _____ |
| Section: 1 | | | Total: | | _____ | _____ |
| | | | Total Bid: | | _____ | _____ |

Paper bids shall be signed in pen and ink. Stamped and copied signatures will not be accepted.

(Print Respondent's Name and Title)

Signature

Date

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026327.00 for Culvert Replacement and Annular Space Grouting in the town of Buckfield, County of Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 30, 2020**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$ _____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

WIN 026327.00 for Culvert Replacement and Annular Space Grouting in the town of Buckfield, county of Oxford.

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026327.00 for Culvert Replacement and Annular Space Grouting in the town of Buckfield, County of Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 30, 2020**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$ _____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for construction of:

WIN 026327.00 for Culvert Replacement and Annular Space Grouting in the town of Buckfield, county of Oxford.

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN 12345.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

(Print Date here)
Date

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted. documents referenced herein.

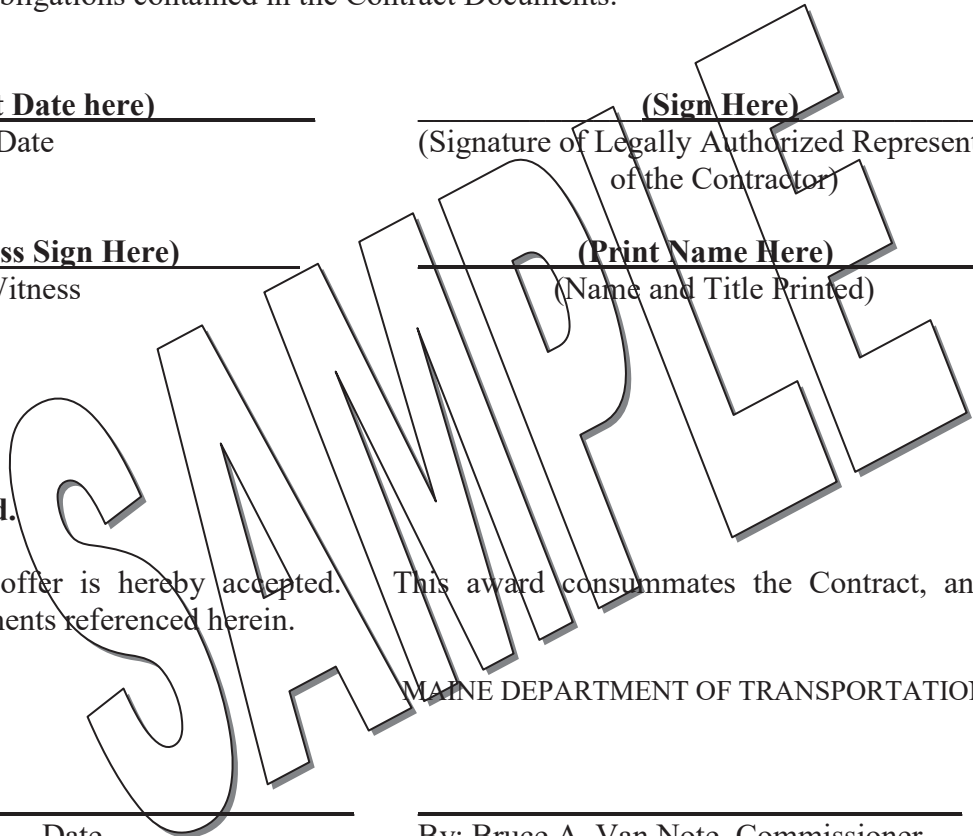
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

(Witness)



**State of Maine
Department of Labor
Bureau of Labor Standards
Augusta, Maine 04333-0045
Telephone (207) 623-7906**

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

**2020 Fair Minimum Wage Rates
Highway & Earth Oxford County**

| <u>Occupation Title</u> | <u>Minimum Wage</u> | <u>Minimum Benefit</u> | <u>Total</u> | <u>Occupation Title</u> | <u>Minimum Wage</u> | <u>Minimum Benefit</u> | <u>Total</u> |
|------------------------------------|---------------------|------------------------|--------------|--------------------------------|---------------------|------------------------|--------------|
| Asphalt Raker | \$16.00 | \$0.00 | \$16.00 | Laborers (Helpers & Tenders) | \$16.00 | \$0.71 | \$16.71 |
| Backhoe Loader Operator | \$23.00 | \$3.93 | \$26.93 | Laborer - Skilled | \$18.75 | \$1.17 | \$19.92 |
| Boom Truck (Truck Crane) Operator | \$25.00 | \$4.94 | \$29.94 | Loader Operator - Front-End | \$20.00 | \$3.00 | \$23.00 |
| Bulldozer Operator | \$27.25 | \$6.18 | \$33.43 | Mechanic- Maintenance | \$23.00 | \$3.09 | \$26.09 |
| Carpenter | \$22.46 | \$2.19 | \$24.65 | Millwright | \$29.82 | \$7.73 | \$37.55 |
| Cement Mason/Finisher | \$16.00 | \$4.04 | \$20.04 | Painter | \$18.00 | \$0.45 | \$18.45 |
| Crane Operator =>15 Tons) | \$30.00 | \$7.76 | \$37.76 | Paver Operator | \$23.38 | \$0.00 | \$23.38 |
| Crusher Plant Operator | \$20.50 | \$5.33 | \$25.83 | Pipelayer | \$25.00 | \$1.40 | \$26.40 |
| Driller - Rock | \$12.00 | \$8.82 | \$20.82 | Plumber (Licensed) | \$26.00 | \$4.50 | \$30.50 |
| Electrician - Licensed | \$28.00 | \$6.27 | \$34.27 | Reclaimer Operator | \$22.91 | \$13.25 | \$36.16 |
| Electrician Helper/Cable Puller | \$18.00 | \$1.84 | \$19.84 | Roller Operator - Earth | \$16.00 | \$0.24 | \$16.24 |
| Elevator Constructor/Installer | \$20.00 | \$1.78 | \$21.78 | Roller Operator - Pavement | \$18.00 | \$0.00 | \$18.00 |
| Excavator Operator | \$23.39 | \$3.29 | \$26.68 | Screed/Wheelman | \$18.43 | \$1.24 | \$19.67 |
| Fence Setter | \$18.00 | \$1.30 | \$19.30 | Stone Mason | \$20.00 | \$0.42 | \$20.42 |
| Flagger | \$14.50 | \$0.00 | \$14.50 | Truck Driver - Light | \$16.00 | \$0.44 | \$16.44 |
| Grader/Scraper Operator | \$20.00 | \$0.65 | \$20.65 | Truck Driver - Medium | \$19.00 | \$1.95 | \$20.95 |
| Highway Worker/Guardrail Installer | \$18.25 | \$1.66 | \$19.91 | Truck Driver - Heavy | \$18.00 | \$1.38 | \$19.38 |
| Hot Top Plant Operator | \$22.91 | \$13.25 | \$36.16 | Truck Driver - Tractor Trailer | \$19.00 | \$2.55 | \$21.55 |
| Ironworker - Reinforcing | \$29.23 | \$7.18 | \$36.41 | Truck Driver - Mixer (Cement) | \$17.25 | \$2.26 | \$19.51 |
| Ironworker - Structural | \$26.01 | \$22.27 | \$48.28 | | | | |

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

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

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

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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

A true copy

Attest: Scott R. Cotnoir
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

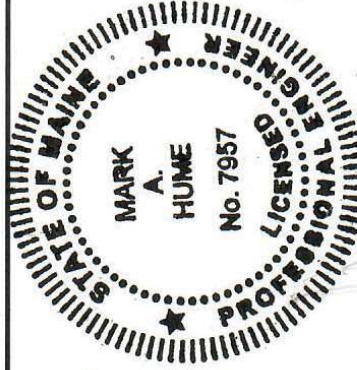


**BUCKFIELD
OXFORD COUNTY
ROUTE 124**

PROJECT LENGTH: .01 MILES

TRAFFIC DATA
 CURRENT (2020) AADT 1150
 FUTURE (2032) AADT 1220
 DHV - % OF AADT 11%
 % HEAVY TRUCKS (AADT) 8%
 % HEAVY TRUCKS (DHV) 5%
 18-KIP EQUIVALENT P 2.0 57
 18-KIP EQUIVALENT P 2.5 54

Mark A. Hume
 SIGNATURE
7957
 P.E. NUMBER
5-29-2020
 DATE



PROJECT LOCATION: ON ROUTE 124 IN
 BUCKFIELD AT GPS 44.26634, 70.32649 and
 44.26569, 70.32712

PROGRAM AREA: MAINTENANCE

SCOPE OF WORK: CULVERT GROUTING
 & REPLACEMENT

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

BUCKFIELD
 ROUTE 124

SHEET NUMBER

1
 1 OF 1

WIN 026327.00 - ROUTE 124

TITLE SHEET

CONSTRUCTION NOTES

ITEM 502.57 ANNULAR SPACE GROUTING. PIPE 1

This is used to fill the void space between the host pipe and the Slipline.
 Located in Buckfield on Route 124 at GPS coordinates 44.26569, 70.32712

Existing: 36" x 72' CMP With 32" x 74' OD Slipline.

This requires grouting only.

- No in stream work window required as the culvert is in a wetland.
- The Contractor shall use cofferdams; sand bags are not allowed. Plate Steel shall be used to construct the Cofferdams as directed in Special Provision Section 511. They shall be maintained as required and inspected daily.
- The Contractor is responsible for assuring that the pipe does not "float" during grouting operations.

ITEM 603.2590 60" POLYPROPYLENE CULVERT PIPE OPTION III. PIPE 2

Located in Buckfield on Route 124 at GPS coordinates N 44.266336, W -70.32649

Existing: 36" x 72' CMP; Centerline Elevation = 100.00

Proposed: 60" x 72' Polypropylene Option III; Centerline Elevation= 100.00

| | |
|------------------------------|------------------------------|
| Elevation of existing inlet | Elevation of existing outlet |
| 39' from centerline is 89.46 | 31' from centerline is 90.11 |
| Proposed inlet elevation | Proposed outlet elevation |
| 41' from centerline is 90.48 | 33' from centerline at 89.10 |

- The Contractor shall supply a 60" X 72' Polypropylene culvert pipe meeting all the requirements of an Option III Culvert pipe.
- No in stream work window required as the culvert is in a wetland.
- Any damage to pipes (i.e. scratches, rubs, gouges, dents etc.) will be subject to a percent deduction assessed to the Contractor correlating to the estimated loss of life expectancy of the pipe or replacing the pipe at the Contractors expense, this will be at the Residents discretion.
- The Contractor shall use cofferdams; sand bags are allowed. Cofferdams shall be maintained as required and inspected daily.
- All culvert pipe trenches shall be paved with no less than 6 inches of hot mix asphalt placed in multiple lifts as directed. The gradation shall be a 9.5 mm or 12.5 mm mix.

CONSTRUCTION NOTES

ITEM 610.08 PLAIN RIPRAP.

The inslope of pipes are to be ripped.

ITEM 652.39 WORK ZONE TRAFFIC CONTROL

ITEM 629.05 HAND LABOR STRAIGHT TIME

ITEM 631.12 ALL PURPOSE EXCAVATOR- Including Operator

ITEM 631.172 TRUCK- LARGE - Including Operator

For extra work

GENERAL NOTES

1. A paper copy of the Maine General Permit must be kept on site. This permit can be found at :<https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/>
2. The Contractor shall place the new culvert pipes to the elevations and offsets given in the Construction Notes unless otherwise directed by the Department.
3. Inlets and outlets of culverts shall be riprapped unless otherwise directed by the Department. The remaining disturbed soil shall be seeded with the use of Erosion Control Blanket or 4" erosion control mix shall be placed.
4. Any damage caused to existing ditches, pavement or other MaineDOT property shall be repaired to the satisfaction of the Department at the Contractor's expense.
5. No pipe less than eight (8) feet in length will be allowed to be installed on the ends of the pipe runs.
6. Any necessary cleaning of the pavement caused by replacement of the culvert pipe shall be incidental to the Contract.
7. All waste material shall be disposed of offsite. The Contractor is responsible for finding these disposal areas.
8. No separate payment will be made for superintendent or foreman for supervising the work. This will be considered incidental to the contract.
9. All work shall be done in accordance with the current Maine Department of Transportation's Best Management Practices for Erosion Control and Sedimentation Control.
10. The Contractor is responsible for following DigSafe requirements along with Oktodig and for communicating with and coordinating with any applicable utilities.
11. When compacting, the entire length of the trench will be compacted including the shoulder and Inslope.

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in the installation of culvert pipes and annular space grouting. Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Areas of experience shall include, but are not limited to:

- Installation of culvert pipes,
- Annular Space grouting,
- Work performed in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD) and
- Work performed in or around water bodies in compliance with standards set by the Maine Department of Environmental Protection (MDEP).

The Contractor shall maintain current licenses, authorizations, ratings and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder’s submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If a Bidder has not previously submitted Traffic Control Plans (TCP) and Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, a substantially complete, acceptable, project specific Traffic Control Plan and Soil Erosion and Water Pollution Control Plan.

If the Bidder is to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor’s Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor’s Safety Plan or Project and Site Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance carrier.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor’s duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be “Not Qualified” or disqualified as non-responsive. Within 14 days, the Department will review the required submittals for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement the Contractor’s Safety Plan or the Project and Site Specific Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications.

The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

A Bidder may be determined to be Qualified in accordance with this Special Provision, and still may need to make minor adjustments to the one or more of the plans submitted in order to meet specifications and/or address Department comments.

The determination of qualified does absolve the Contractor of the responsibility to submit plans which comply with applicable specifications.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.

- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

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

GENERAL INFORMATION

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

Utilities have been notified and shall be furnished a project booklet electronically.

| Utility Overview & Contact Information | | | |
|---|-------------------|-----------------------|----------------------|
| Utility | Subsurface | Contact Person | Contact Phone |
| FirstLight Fiber | X | Brent Hadley | 333-3447 office |
| Town of Buckfield – public works | X | Danny McAlister | 336-2526 office |
| Town of Buckfield – fire department | X | Mike Booker | 336-2999 office |

Temporary utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. All work shall be done at the Contractor’s request and expense, with no additional cost or schedule impacts to the Department.

All adjustments shall be made by the respective utility unless otherwise specified herein.

All clearing and tree removal, in areas where utilities are involved, must be completed before the utilities can relocate their facilities.

Utility working days are generally Monday through Friday. Times are estimated based on a single crew for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

The contractor shall notify all existing utility companies **ten (10) working days** prior to beginning any work on this project.

AERIAL

Aerial utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

No aerial utility facilities exist, north of the Roundabout Bridge along the Route #124 corridor. The aerial power/communications lines terminate approximately 250' southwest of this same bridge.

SUBSURFACE

Subsurface utility adjustments **are** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be done by the utilities in conjunction with the work by the Contractor.

Summary:

| Utility | Summary of Work | Estimated Working Days |
|------------------|---|------------------------|
| FirstLight Fiber | coordinate/oversee/perform/remove all necessary safety protection materials | 3 |
| Total: | | 3 |

Utility Specific Information:

FirstLight Fiber:

FirstLight Fiber has subsurface facilities existing along the Route #124 corridor, on the southeasterly side. The subsurface facilities consist of communication lines (3 total) with an average cover depth of 24". The subsurface facilities are active and feed the surrounding area. The contractor is responsible for confirming with the FirstLight representative the existing subsurface facility locations prior to performing any excavation activities. FirstLight shall be responsible for supporting and protecting their existing lines; and adjusting these existing lines, if necessary, as the contractor's construction activities progress. All work activities relating to supporting, protecting and adjusting these existing lines shall be at the cost of FirstLight. FirstLight shall require **ten (10) working days** prior notice to schedule their work. See the above table for the required work activities and estimated work days.

Town of Buckfield:

Town of Buckfield has a dry hydrant existing on the southeasterly side of the corridor, adjacent to the existing culvert XC185898 (44.26569/-70.32712). The intent shall be not to disturb this existing facility during the excavation/backfilling scope of the existing/new culverts. The contractor is responsible for confirming with the Town of Buckfield representatives the necessary limits of excavation. No adjustments are anticipated for the Town of Buckfield facilities.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

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

104.3.8B State Wage Rates and Labor Laws The State Wage Rates enclosed apply to this work. Federal Wage Rates do not apply to this work.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Safety Plan)

In order to be awarded a construction contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder's Project and Site Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable. The plan shall address the following items which include but are not limited to:

1. Personal Protective Equipment
2. Materials Handling - Cranes and Rigging
3. Vehicular Access to the Work Zone
4. Work Zone Safety and Traffic Control
5. Scaffolding/Ladders/Aerial Lifts
6. Excavation/Trenching
7. Lock Out Tag Out
8. Confined Space
9. Working near or above water
10. Hazard Communication
11. Hand Tool Safety
12. Fire Prevention and Protection
13. Emergency Action Plans and Response
14. Housekeeping

If a submittal is required, the Department will notify the Apparent Successful Bidder of the required submittal of the Contractor's Safety Plan or the Project and Site Specific Safety Plan and the Bidder shall submit two copies or an electronic copy to the Department within seven (7) days of the notice or the Department will reject the bid as non-responsive.

Within 14 days, the Department will review the Apparent Low Bidder's Safety Plan. The Department will review a Project and Site Specific Safety Plan to evaluate if the Bidder has a reasonable understanding of job hazards of the expected contract work, has determined preventive measures to overcome these hazards and understands that the work is to be conducted in compliance with this special provision, Contract requirements and all applicable Federal, State, and local laws governing safety including all applicable laws and regulations of OSHA. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement a Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions, changes and clarifications. Following this 3 (three) day period, the Bidder will have no additional opportunity to submit, modify or clarify information. The Department will not provide an opportunity for the Bidder to meet. If the Department and the Apparent Successful Bidder agree, an extension beyond the 3 days may occur and in such case, there shall also be an equivalent or greater extension beyond the 30 days of the Bid and Bid Prices specified in Standard Specification Section 103.4 Notice of Intent to Award and the Bid remains viable. In no case shall these extensions change the specified Contract Completion Date.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award Safety Plan requirements, however, the Contractor may still be required to make minor revisions to the Safety Plan or Project and Site Specific Safety Plan prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. 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.

1st Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

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

1. The Contractor's traffic control plan shall be operationally effective, complete and in conformity with Federal requirements, Contract provisions, the current edition of the MUTCD, and Department policy and procedures as determined by the Department prior to beginning work.
2. The Contractor shall work in lane closures with two-way traffic whenever possible and alternating one-way traffic when not possible. At least one lane traffic shall be maintained through the project area at all times. The minimum roadway width shall be 11'0".
3. All trenches must be paved in prior to Friday night or before shutting down operations for the weekend. The Contractor shall maintain the trenches and provide adequate signage until the trench is paved. Failure to pave the trench shall be considered a failure to follow the Contractor's Traffic Control Plan and be subject to a reduction in payment as specified in the 652 Provision. Each day the trench remains unpaved will be considered an additional violation.
4. Inspections by MaineDOT will be done at key points to be determined by the Department. The Contractor shall plan operations so that the Department will have sufficient advance notification of daily work schedules to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours, unless otherwise agreed by the Department.

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. The Contractor shall be allowed to commence Work provided that the Contract has been awarded, all required plans/submittals have been received and determined to be acceptable by the Department and a preconstruction meeting has been held.
2. Once the Contractor begins Physical Work, they shall have **14** calendar days to complete the Work. For every Calendar day above and beyond the **14** calendar days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
3. The specified Contract Completion Date will be **September 30, 2020**.
4. Work can be performed at any time except Sundays and Holidays and as provided in Special Provision, Section 107, Contract Time.
5. The Contractor shall be allowed to commence work after sunrise and shall be completely off the road before sunset. Night work will not be allowed without prior approval from the Department. If authorized, the Contractor shall comply with Standard Specification Section 652.6.2 Night Work, the MUTCD, and provide specified lighting. All workers shall wear specified safety apparel. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed. The Contractor shall address this in their Traffic Control Plan and violations are subject to reduction in payment as such.
6. Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion.

SPECIAL PROVISION
SECTION 502
ANNULAR SPACE GROUTING

502.01 Description This work shall consist of providing and placing non-shrink grout as described below. The annular space (void between the host and liner pipes) shall be completely grouted to support the liner and provide long-term stability. The Contractor shall provide testing of the materials and methods for compliance with the following requirements. Prior to any work the Contractor shall furnish an acceptable plan for performing and testing the grouting.

502.02 Preparation After slip liner installation but prior to grouting, bulk heading of the ends and venting shall be constructed.

After bulk heading of the ends and venting, test the integrity of the installed liner pipe and constructed bulkheads for any leaks.

502.03 Materials The grout material shall consist of Portland cement (Portland cement and fly ash) and/or additives as described in the following Subsections of Division 700 – Materials:

| | |
|---------------------------|-----------------------|
| Portland Cement | 701.01 |
| Water | 701.02 |
| Air-Entraining Admixtures | 701.03 |
| Fine Aggregate | 701.01 |
| Fly Ash | 701.10 Type F or C |
| Chemical Admixtures | 701.04 |
| Accelerating Admixtures | AASHTO M-194 Type “C” |

502.031 Compressive Strength The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C403 and a minimum compressive strength of 300 psi in 28 days when tested in accordance with ASTM C495 or C109.

502.032 Performance Requirements The Contractor shall submit the proposed grout mix, methods, plans and criteria of the grouting operations. The grouting system shall have sufficient gauges, monitoring devices and tests to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

502.033 Mix Designs One or more mixes shall be developed to completely fill the annular space based on the following requirements:

- A. Size of annular void
- B. Void (size) of the surrounding soil
- C. Absence or presence of groundwater
- D. Sufficient strength and durability to prevent movement of the liner pipe, and
- E. Provide adequate retardation.

502.04 Qualifications The Contractor shall demonstrate to the Resident its worker's capabilities of filling the annular space and performing their work in conformance with the Plans and the Specifications.

502.05 Grouting Equipment The materials shall be mixed in equipment of sufficient size and capacity to provide the desired amount of grout material for each stage in a single operation. The equipment shall be capable of mixing the grout at densities required for the approved procedure and shall also be capable of changing density as dictated by field conditions any time during the grouting operation.

502.06 Injection Procedure and Pressure The gauged pumping pressure shall not exceed the liner pipe Manufacturer's approved recommendations. Pumping equipment shall be of a size sufficiently given the size of the annular space. Gauges to monitor grout pressure shall be attached immediately adjacent to each injection port. The gauge shall conform to an accuracy of not more than one-half percent error over the full range of the gauge. The range of the gauge shall be not more than 100 percent greater than the design grout pressure. Pressure gauges shall be instrument oil filled and attached to a saddle type diaphragm seal (gauge saver) to prevent slogging with grout. All gauges shall be certified and calibrated in accordance with ANSI B40 Grade 2A. The Contractor will be required to perform a test on each type of grout and grout system proposed to be used.

502.07 Submittals and Required Calculations The Contractor shall submit the following to the Resident for review at least 10 working days prior to the start of the grouting operation:

- A. The proposed grouting mix
- B. The proposed grouting plan
- C. The proposed densities and viscosities
- D. Initial set time of the grout
- E. The proposed grouting method
- F. The maximum injection pressures
- G. The 24-hour and 28 day compressive strengths
- H. Proposed grout stage volumes

- I. Bulkhead designs
- J. Buoyant force calculations
- K. Flow control
- L. Provisions for service connections
- M. Pressure gauge certification
- N. Vent location plans
- O. Certification that grouting plan conforms to all provisions, cautions and restrictions of the liner manufacturer.

These shall be submitted as a complete package for a single or sample section only. The Contractor shall notify the Resident of any changes to be made in grouting. Any damage caused by the grouting operation shall be repaired by the contractor at no expense to the Department.

502.08 Method of Measurement Grout satisfactorily placed and accepted will be measured by the cubic yard, in accordance with the pay limits established, if such limits have been established. In the absence of pay limits, the Resident may use discretion to accept the delivered quantity as the measurement for payment.

502.09 Basis of Payment The accepted work done under Annular Space Grouting including all materials, equipment, forms, berms, bulkheads, pumping, and incidentals necessary will be considered incidental to Item 502.57 Annular Space Grouting.

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|-------------------------------|-----------------|
| 502.57 Annular Space Grouting | Cubic Yard |

Town: Buckfield
WIN: 26327.00
Date: 3/23/2020

SPECIAL PROVISION
SECTION 511
Cofferdams
(Environmental Requirements)

Standard Specification 511 of the Standard Specifications remains in effect; however, 511.02 Materials is replaced by this Special Provision for the following location only:

Wetland location under Route 124 at XC-185898 (44.265670 x -70.327132)

511.02 Materials The Contractor shall use steel sheeting or steel plate of adequate strength to allow for the safe execution of the Work. No sandbags or other material, except for polyethylene sheeting or geotextiles used to prevent erosion from bypass measures shall be placed outside the steel cofferdams.

SPECIAL PROVISION
SECTION 603
PIPE CULVERTS
(Lump Sum Culvert Pipes)

Description This Work shall consist of supplying and installing culvert pipes in reasonably close conformity with the lines and grades shown on the plans and notes, or established by the Resident; saw cutting and removing the old roadway and disposing of the material; installing cofferdams (if needed); removing and disposing of the existing culvert pipes; furnishing and installing concrete pipe ties; performing all traffic control (supplying all signs, cones, barrels, flagger, etc.) and maintaining the traffic control devices; providing temporary erosion and water pollution control; placing hot mix asphalt in all trenches; placing rip rap, mulch, seed, erosion control bark mulch, and special backfill (if required); and locating and coordinating with all utilities.

Materials All material shall meet the requirements of the Department of Transportation Standard Specification Section 603 – Pipe Culverts and Storm Drains.

Construction Requirements Work shall meet the requirements of the Department of Transportation Standard Specification Section 603 and Standard Details 603 as updated through advertisement. The Contractor shall place the new culvert pipes to the elevations and offsets given unless otherwise directed by Department.

Any required cofferdams shall meet the requirements of the Department of Transportation Standard Specification Section 511 as updated through advertisement, and any Special Provisions and all permit requirements.

Any required concrete pipe ties shall be furnished and installed in conformance with the Standard Details.

The lower lifts of backfill shall be suitable excavation salvaged from the removal of the existing culvert pipes. The top 18” of backfill shall be excavated roadway material, reserved and replaced to best match the adjacent material. If additional material is required to complete the backfill, the top lift shall be of gravel meeting the gradation of Aggregate for Base, Type D as per section 703.06 of the Department of Transportation Standard Specifications.

Placing of backfill material shall not exceed 8” loose measure as per section 206.03 of the Department of Transportation Standard Specifications.

Any excavated material not suitable for use as backfill, as determined by the Department, shall be used to build slopes or placed in approved waste area.

Inlets and outlets of culverts shall be rippapped unless otherwise noted on the Construction Notes or directed by the Department.

All culvert pipe trenches shall be paved with hot mix asphalt as directed placed in multiple lifts as directed. The gradation shall be a 9.5 mm or 12.5 mm mix.

Seeding and Mulching of disturbed soil shall be done daily. The Contractor may seed and mulch by hand.

The Contractor shall submit a traffic control plan that meets the requirement of section 652 of the Department of Transportation Standard Specifications.

The Contractor shall submit a Soil Erosion and Water Pollution Control Plan and a Spill Prevention Control and Countermeasure Plan as per Section 656 of the Department of Transportation Standard Specifications as updated through advertisement, and any Special Provisions and all permit requirements.

Method of Measurement Culvert Pipes of the different types and sizes will be measured by each culvert installed, complete in place, and accepted.

Basis of Payment: The accepted quantity of Culvert Pipe will be paid for at the Contract unit price each.

The following shall be incidental to the culvert:

- a. All culvert pipe excavation, including cutting and removal of the existing pavement and any underlying concrete roadway.
- b. Soil Erosion and Water Pollution Control, including the submittal of a SEWPCP Plan and a SPCCP Plan.
- c. Design, construction, maintenance, and removal of cofferdams, including dewatering.
- d. Ditching at pipe ends, as designated in the Construction Notes or as directed.
- e. Furnishing, placing, grading, and compacting of any new gravel and/or fill material. This also includes any granular borrow needed for bedding.
- f. Any clearing of brush and trees less than 12” in diameter.
- g. Paving the trench with HMA.
- h. Removing and resetting existing guardrail.
- i. Seed, Mulch and Erosion Control Mix, Erosion Control Blanket, Erosion Control Geotextile.
- j. Special Backfill.

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|--------------------------------------|-----------------|
| 603.2590 60” Culvert Pipe Option III | Each |

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:
Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:
Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments 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.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|----------------------------------|-----------------|
| 652.39 Work Zone Traffic Control | Lump Sum |

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Road Work xxxx ¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

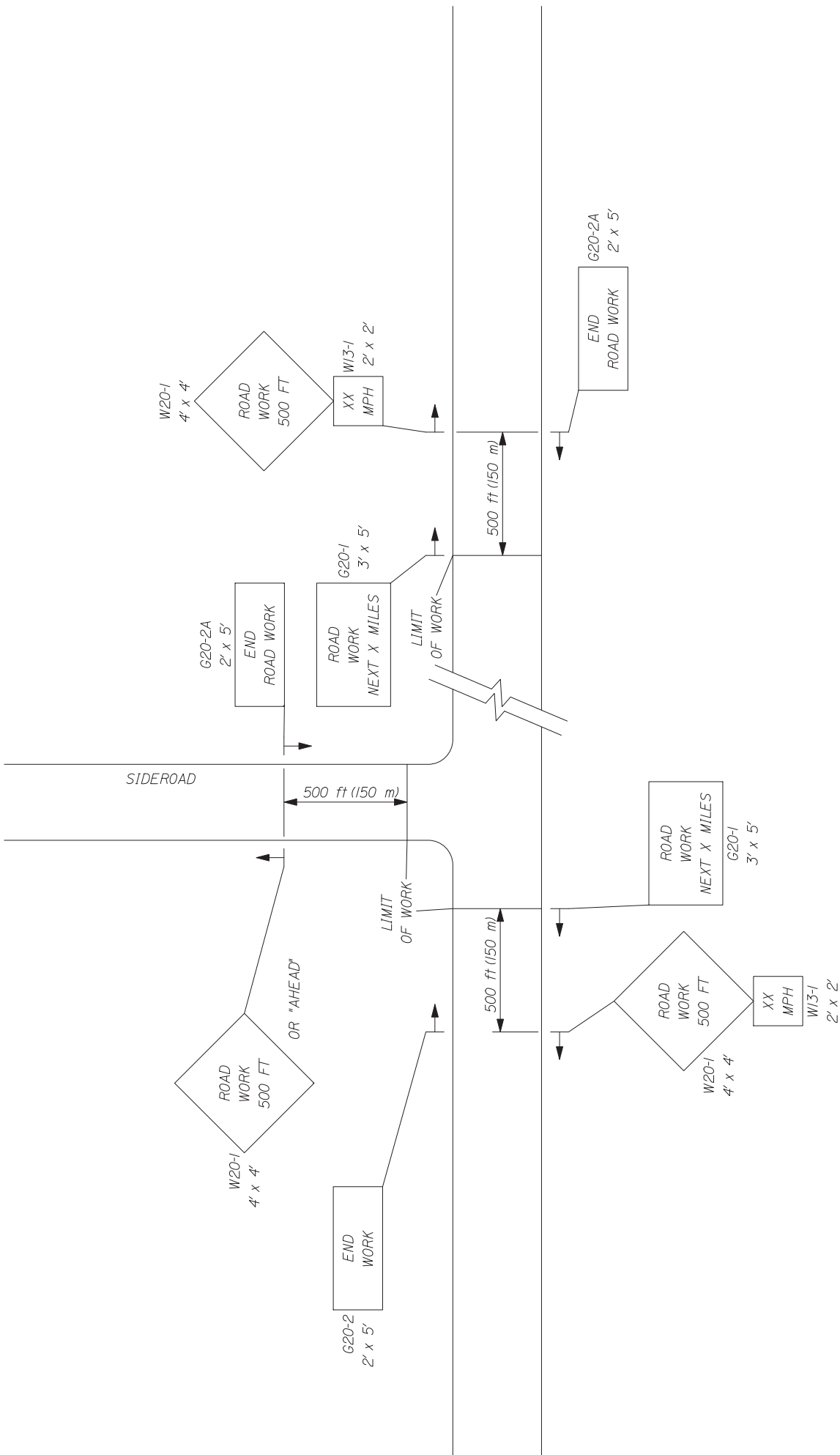
The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

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

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

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

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



-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC

* Formulas for L are as follows:

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

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

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

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

* Formulas for L are as follows:

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

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

CHANNELIZATION DEVICE SPACING

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

GENERAL NOTES;

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

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

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

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

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS
SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

“MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects Revise this section by adding the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.” and “If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

“If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department.”

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 401
HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:
“**Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.**”

SECTION 502
STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

“**502.10 Placing Concrete**

A. **General Concrete shall not be placed until forms**”

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

“**502.17 Quality Control** The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.

502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “

SECTION 606
GUARDRAIL

Amend this section by replacing it with the following:

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

31" W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8" wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8" wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

| | |
|---------------------|--------|
| Timber Preservative | 708.05 |
| Metal Beam Rail | 710.04 |
| Guardrail Posts | 710.07 |
| Guardrail Hardware | 710.08 |

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be “U” channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker’s flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department’s Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail (“butterfly”-type) delineators shall be mounted on all “w”-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department’s Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department's Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer's installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 150 ft or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per foot and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or “w”-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|---|-----------------|
| 606.1301 31” W-Beam Guardrail - Mid-Way Splice – Single Faced | Linear Foot |
| 606.1302 31” W-Beam Guardrail - Mid-Way Splice – Double Faced | Linear Foot |
| 606.1303 31” W-Beam Guardrail - Mid-Way Splice, 15’ Radius and Less | Linear Foot |
| 606.1304 31” W-Beam Guardrail - Mid-Way Splice, Over 15’ Radius | Linear Foot |
| 606.1305 31” W-Beam Guardrail - Mid-Way Splice Flared Terminal | Each |
| 606.1306 31” W-Beam Guardrail - Mid-Way Splice Tangent Terminal | Each |
| 606.1307 Bridge Transition (Asymmetrical) – Type IA | Each |
| 606.1721 Bridge Transition - Type I | Each |
| 606.1722 Bridge Transition - Type II | Each |
| 606.1731 Bridge Connection - Type I | Each |
| 606.1732 Bridge Connection - Type II | Each |
| 606.178 Guardrail Beam | Linear Foot |
| 606.25 Terminal Connector | Each |
| 606.257 Terminal Connector - Thrie Beam | Each |
| 606.259 Anchorage Assembly | Each |
| 606.265 Terminal End-Single Rail - Galvanized Steel | Each |
| 606.266 Terminal End-Single Rail - Corrosion Resistant Steel | Each |
| 606.275 Terminal End-Double Rail - Galvanized Steel | Each |
| 606.276 Terminal End-Double Rail - Corrosion Resistant Steel | Each |
| 606.353 Reflectorized Flexible Guardrail Marker | Each |
| 606.354 Remove and Reset Reflectorized Flexible Guardrail Marker | Each |
| 606.356 Underdrain Delineator Post | Each |
| 606.358 Guardrail, Modify | Linear Foot |
| 606.362 Guardrail, Adjust | Linear |
| Foot | |
| 606.365 Guardrail, Remove, Modify, and Reset | Linear Foot |
| 606.366 Guardrail, Remove and Reset | Linear Foot |

| | | |
|---------|---|-------------|
| 606.367 | Replace Unusable Existing Guardrail Posts | Each |
| 606.47 | Single Wood Post | Each |
| 606.48 | Single Galvanized Steel Post | Each |
| 606.50 | Single Steel Pipe Post | Each |
| 606.51 | Multiple Mailbox Support | Each |
| 606.568 | Guardrail, Modify - Double Rail | Linear Foot |
| 606.63 | Thrie Beam Rail Beam | Linear Foot |
| 606.64 | Guardrail Thrie Beam - Double Rail | Linear Foot |
| 606.65 | Guardrail Thrie Beam - Single Rail | Linear Foot |
| 606.66 | Terminal End Thrie Beam | Each |
| 606.70 | Transition Section - Thrie Beam | Each |
| 606.71 | Guardrail Thrie Beam - 15 ft radius and less | Linear Foot |
| 606.72 | Guardrail Thrie Beam - over 15 ft radius | Linear Foot |
| 606.73 | Guardrail Thrie Beam - Single Rail Bridge Mounted | Linear |
| Foot | | |
| 606.74 | Guardrail - Single Rail Bridge Mounted | Linear Foot |
| 606.753 | Widen Shoulder for Low Volume Guardrail End | Each |
| 606.754 | Widen Shoulder for Flared Guardrail Terminal | Each |
| 606.78 | Low Volume Guardrail End | Each |
| 606.80 | Buried-in-Slope Guardrail End | Each |

SECTION 618 SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: “Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 (b) or straw mulch Section 619.04 (a).”

SECTION 626 FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10th paragraph beginning with “Before placing concrete, the required elbows...” by removing “...in accordance with **Standard Specification 633.**”

SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5th sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **“Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

SECTION 681 PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number **“681.10”** in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

SECTION 703 AGGREGATES

Add the following to the beginning of Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|--------------------|---|
| $\frac{3}{8}$ inch | 100 |
| No. 4 | 95-100 |
| No. 8 | 80-100 |
| No. 16 | 50-85 |
| No. 30 | 25-60 |
| No. 50 | 10-30 |
| No. 100 | 2-10 |
| No. 200 | 0-5.0 |

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the $\frac{3}{8}$ inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | | | |
|-------------------|---|---------|---------|---------|
| | A | AA | S | LATEX |
| Grading | A | AA | S | LATEX |
| Aggregate Size | 1 inch | ¾ inch | 1½ inch | ½ inch |
| 2 inch | | | 100 | |
| 1½ inch | 100 | | 95-100 | |
| 1 inch | 95-100 | 100 | - | |
| ¾ inch | - | 90-100 | 35-70 | 100 |
| ½ inch | 25-60 | - | - | 90-100 |
| ⅜ inch | - | 20-55 | 10-30 | 40-70 |
| No. 4 | 0-10 | 0-10 | 0-5 | 0-15 |
| No. 8 | 0-5 | 0-5 | - | 0-5 |
| No. 16 | - | - | - | - |
| No. 50 | - | - | - | - |
| No. 200 | 0 - 1.5 | 0 - 1.5 | 0 - 1.5 | 0 - 1.5 |

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 the Department. Sampling will be performed by the Department from stockpiles located at the Contractor's/supplier's ready mixed concrete plants. Aggregate approvals will be performed on a 3-year cycle, unless the source or character of the aggregate in question has changed within 3 years from the last test date.

A list of pre-approved coarse aggregate and aggregate-cement/pozzolan blends is maintained by the Department and will determine the acceptability of concrete mix designs proposed for use.

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.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include the following:

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

- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.
- c. Densified Silica Fume meeting the requirements of AASHTO M 307.
- d. Lithium Hydroxide Monohydrate (LiOH-H₂O).

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.

Aggregates classified as potentially reactive by the requirements of this specification may be used if certified test results from an accredited independent laboratory utilizing the current AASHTO T 303 (ASTM C 1260) Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, indicating an acceptable alkali-aggregate combination, are submitted to the Department.

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|-------------------|---|
| ¾ inch | 85-100 |
| No. 200 | 0-5.0 |

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval...” and replace with “The material shall have a minimum degradation 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 T 113T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed), except that the test shall be performed on the reported degradation value will be the result of testing a single specimen from that 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, minus any reclaimed asphalt pavement 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. If AASHTO T 96 is used for acceptance of the material, the material shall be retested at intervals of 25%, 50% and 75% completion of the course.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | |
|-------------------|---|--------|
| | Type A | Type B |
| ½ inch | 45-70 | 35-75 |
| ¼ inch | 30-55 | 25-60 |
| No. 40 | 0-20 | 0-25 |
| No. 200 | 0-6.0 | 0-6.0 |

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|-------------------|---|
| | Type C |
| 4 inches | 100 |
| 3 inches | 90-100 |
| 2 inches | 75-100 |
| 1 inch | 50-80 |
| ½ inch | 30-60 |
| No. 4 | 15-40 |
| No. 200 | 0-6.0 |

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

- c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | |
|-------------------|--|--------|
| | Type D | Type E |
| ½ in | 35-80 | |
| ¼ inch | 25-65 | 25-100 |
| No. 40 | 0-30 | 0-50 |
| No. 200 | 0-7.0 | 0-7.0 |

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½” square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.



Environmental Summary Sheet

WIN: 26327.00
Town: Buckfield
CPD Team Leader: Audie Arbo
ENV Field Contact: Tim Adams

Date Submitted: 03/23/2020

NEPA Complete: Not required: State-funded project, no Federal nexus.

Section 106
PA-C

Section 4(f) and 6(f)
Section 4(f) Review Complete- No USDOT \$- no use

Maine Department of Inland Fisheries and Wildlife Essential Habitat
Not Applicable Timing Window: Not Applicable

Section 7
No Effect
Species of Concern: Northern long-eared bat, Atlantic salmon, Small whorled pogonia

Essential Fish Habitat
No instream work

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

Maine Land Use Regulation Commission
Not Applicable

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

Maine Department of Environmental Protection
Exempt per 480-Q-2D
**Applicable Standards and Permits are included with the contract*

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
Category 1 Permit NAE-2020-00081 for XC- 185900
XC-185898 work to be done non-jurisdictionally **please see SP 511 for cofferdams**

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

Stormwater Review
Not Applicable – less than 1 acre of new impervious area, not MS4

| | | |
|--|---|--|
| <input checked="" type="checkbox"/> Special Provisions Required | | |
| Special Provision 105-Timing of Work Restriction | N/A <input checked="" type="checkbox"/> | Applicable <input type="checkbox"/> |
| Special Provision 511-Cofferdam | N/A <input type="checkbox"/> | Applicable <input checked="" type="checkbox"/> |
| Standard Specification 656-Erosion Control Plan | N/A <input type="checkbox"/> | Applicable <input checked="" type="checkbox"/> |
| Special Provision 203-Dredge Spec | N/A <input checked="" type="checkbox"/> | Applicable <input type="checkbox"/> |
| General Note for Hazardous Waste | N/A <input checked="" type="checkbox"/> | Applicable <input type="checkbox"/> |
| Special Provision 203-Hazardous Waste | N/A <input checked="" type="checkbox"/> | Applicable <input type="checkbox"/> |

**All permits and approvals based on plans/scope as of: 12/13/2019*



Appendix B: Self-Verification Notification Form
(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

US Army Corps of Engineers
New England District

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form at www.nae.usace.army.mil/missions/regulatory.aspx. Send this form, a location map, any project plans, and an Official Species List (See GC 8) to the address noted below; fax to (207) 623-8206; or email to jay.l.clement@usace.army.mil. The two-week lead time is not required for emergency situations (see page 4 for definition). Please call (207) 623-8367 with questions.

Maine Project Office
U.S. Army Corps of Engineers
New England District
675 Western Avenue #3
Manchester, Maine 04351

State Permit Number:
Date of State Permit:
State Project Manager:

Permittee: MaineDOT ENV Office- Audie Arbo, Team Lead
Address, City, State & Zip: 16 State House Station, Augusta, ME 04333-0016
Phone(s) and Email: 207-590-4632, audie.arbo@maine.gov

Contractor: To be determined. Contract going out to bid.
Address, City, State & Zip:
Phone(s) and Email:

Consultant/Engineer/Designer: MaineDOT
Address, City, State & Zip:
Phone(s) and Email:

Wetland/Vernal Pool Consultant: MaineDOT
Address, City, State & Zip:
Phone(s) and Email:

Project Location/Description: Buckfield Route 124, Southwest of the Route 124 & 117 Intersection.
Address, City, State & Zip: Buckfield, Route 124
Latitude/Longitude Coordinates: 44.266336°N, 70.326517°W
Waterway Name: Unnamed Wetland Tax Map/Lot:

Work Description: Replace existing 3' x 72' CMP with a 5' x 72' CMP or PPP, embedded 6". Cofferdams will be used so work can be done in the dry.

Provide any prior Corps permit numbers:
Proposed Work Dates: Start: May 2020 Finish: August 2020

Area of wetland impact: 400 temp SF (leave blank if work involves structures & no fill in Navigable Waters)
Area of waterway impact: 0 perm SF (leave blank if work involves structures & no fill in Navigable Waters)
Area of compensatory mitigation provided: SF

Work will be done under the following Appendix A categories (circle all that apply):
I. Inland Waters and wetlands: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Your name/signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions of Category 1 of the Maine General Permit.

Permittee Printed Name: Timothy Adams
Permittee Signature: [Signature] Date: 3/19/2020

Project Description Sheet

Project Scope: Wetland Culvert Replacement

Project Description: MaineDOT is proposing to replace a rusted and failing culvert beneath Route 124. The project, to be done by a contractor, would replace a 3' x 72' CMP with a 5' x 72' CMP or PPP (polypropylene pipe), embedded 6".

The culvert replacement will be done in the dry. Sandbag and sheet plastic cofferdams will be constructed around the inlet and the outlet of the culvert with water flow diverted, as necessary. The project will result in 400 sf of temporary wetland impact.

Resource Impacts:

Temporary emergent wetland impacts: 400 sf total (Approx. 250 sf at the inlet and 150 sf at the outlet)

Erosion & Sedimentation Control Best Management Practices: This project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Essential Fish Habitat (EFH): The EFH designated for Atlantic salmon is not present at or near the project. There is no swim access to the wetland project location and no ATS are present. Therefore, the project will have No Adverse Effect on EFH.

Endangered Species Act: MaineDOT requested an official species list on behalf of the FHWA (who is the Lead Action Agency for this project) from the U.S. Fish and Wildlife's (USFWS) Information for Planning and Conservation (IPaC) site on December 19, 2019 under consultation code 05E1ME00-2020-SLI-0329.

IPaC identified the project is being located within the range of the GOM DPS of Atlantic salmon and mapped critical habitat. The unnamed wetland drains into the Nezinscot River and then the Androscoggin River. There is no Atlantic Salmon access to the project location, and no ATS are present. Therefore, the project will have No Effect on Atlantic Salmon.

IPaC identified the project as being within the known range of the northern long-eared bat (*Myotis septentrionalis*). The project will have no effect on NLEB because no clearing will occur.

Proposed in-water work window: No in-stream work window required as the culvert is in a wetland.

Maintenance of Traffic: Traffic control will include alternating one way traffic and be maintained by temporary traffic signals.

PRELIM. BY TDA
FINAL CHK. BY _____
ITEM NO. XC-185900

DATE 3-19-20 PROJ. NO. 26327.00 FILE NO. _____ OF _____
DATE _____ LOCATION BUCKFIELD RT124 SH. NO. 1 OF 1
SUBJECT WETLAND CULVERT REPLACEMENT

44.266336° N
- 70.326517° W

