



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

June 14, 2018
Subject: Pavement Milling, HMA
Overlay with Drainage & Safety
Improvements
State WINS: 020382.10 & 022855.00
Location: **Fairfield & Waterville**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

On page 14, Notice to Contractors, in the first paragraph, **DELETE** the phrase: "Cold In-Place Recycling". Make this change in pen and ink.

REMOVE pages 23 – 30, Contract Agreement, Offer & Award, 8 pages, and **REPLACE** with the attached, revised Contract Agreement, Offer & Award, 8 pages.

REMOVE pages 96 – 98, SPECIAL PROVISION – SECTION 403 – HOT MIX ASPHALT, 3 PAGES, DATED May 29, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 403 – HOT MIX ASPHALT, 3 pages, dated June 4, 2018.

The following question has been received:

Question: This project was re-advertised this morning with a 6/27 bid date, but the description appears to be the same as the original 3/28 bid (all bids were rejected), even though the cold-in-place item has been removed and chip seal added. Will the notice to contractors, advertisement, and contract pages be revised?

Response: See above changes.

Question: Special Provision 403 has a No. 4 in the complimentary notes, but no No. 4 in the chart above them. Is complimentary note No. 4 supposed to be in the chart?

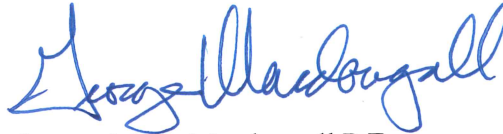
Response: Yes, see above changes.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on **June 27, 2018**.

Sincerely,



George M. A. Macdougall P.E.
Contracts & Specifications Engineer

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINs 20382.10 & 22855.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Safety and Drainage Improvements in the Town of Fairfield and the City of Waterville, Counties of Kennebec & Somerset, 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 3, 2018.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WINS 20382.10 & 22855.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Safety and Drainage Improvements in the Town of Fairfield and the City of Waterville, Counties of Kennebec & Somerset, State of Maine**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

Fourth: 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.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(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: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(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: David Bernhardt, Commissioner

Witness

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>2 1/2" Mill & 1 1/2" HMA Overlay w/ SAMI and Shim</u>					
<u>Mainline Travel Lane, Passing Lane (as Indicated)</u>					
Wearing	12.5 mm	403.2081	1 1/2"	1	6,7,19,20,22,24,25,26,27,28,30
Shim	9.5 mm	403.211	variable	1/more	1,2,4,8,11,14
SAMI Layer	12.5 mm	410.25	--	1	31
<u>Mainline Travel Lane Shoulders (as Indicated)</u>					
Wearing	12.5 mm	403.208	1 1/2"	1	1,2,6,7,17
Shim	9.5 mm	403.211	variable	1/more	1,2,4,8,11,14
<u>2" Mill & 1 1/2" HMA Overlay with Shim</u>					
<u>Ramp Travel Lanes (as Indicated)</u>					
Wearing	12.5 mm	403.2081	1 1/2"	1	6,7,19,20,24,25,27,28,30
Shim	9.5 mm	403.211	variable	1/more	1,2,4,8,11,14
<u>2" Mill & 1 1/2" HMA Overlay with Shim</u>					
<u>Ramp Shoulders (as Indicated)</u>					
Wearing	12.5 mm	403.208	1 1/2"	1	1,2,6,7,17
Shim	9.5 mm	403.211	variable	1/more	1,2,4,8,11,14
<u>1 1/2" Mill & 1 1/2" HMA Overlay</u>					
<u>Bridge Decks – Mainline Travelway & Shoulders</u>					
Wearing	12.5 mm	403.2081	1 1/2"	1	2,6,7,19,20,24,25,27,28,30
<u>Crossovers Travelway & Shoulders</u>					
Wearing	12.5 mm	403.208	1 1/2"	1	1,2,6,7,17
Base	12.5 mm	403.213	2 1/2"	1	1,2,5,7,17
<u>Spot Shims – As Directed by Resident</u>					
Shim	9.5 mm	403.211	variable	1/more	1,2,4,8,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 64-28** grading. All asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated with a minimum 0.50 percent anti-strip by weight of asphalt binder used unless otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.

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Mill & Fill, Guardrail Improvements
Pavement Preservation
June 4, 2018**

5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
6. The design traffic level for mix placed shall be 10 to <30 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
7. Section 106.6 Acceptance, (1) Method A.
8. Section 106.6 Acceptance, (2) Method B. The Contractor may request a contract modification to change to testing method “A” prior to work starting on this item.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic or oscillatory (as required), and a **10 ton** finish roller for roadway work. **Density testing of the mixture will be performed by the QCT using a density meter** (according to ASTM D 2950). The mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remaining mixture shall be compacted to a minimum density of 95% of the target density as determined in the control section. The Contractor shall make density test results, including randomly sampled densities, available to the Department’s representative onsite. Summaries of each day’s results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department’s representative by the end of the working day. The Department may require cores for informational purposes.
19. The use of a Material Transfer Vehicle (MTV) shall be required on **all mainline travelway and adjacent shoulders that are paved in the same operation** on this layer. See Special Provision 401 – Material Transfer Vehicle for specifics.
20. The Contractor may place the specified HMA pavement course, not to exceed 2 inch compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line for centerline depths exceeding ¾” inch, and provide a single RPM application placed on the newly placed pavement for ¾” inch or less layers. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.
22. The final pavement surface shall be evaluated for smoothness in accordance with the most current 400 Special Provision section 402 – Pavement Smoothness. Acceptance limits shall be as outlined under the **Level I** classification.

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24. A tack coat of a RS-1, Item #409.15 shall be applied along the longitudinal centerline construction joint, on the horizontal surface immediately adjacent to the construction joint, and in a minimum width of one foot. The rate of application shall be approximately 0.050 to 0.075 G/SY. This application shall be in addition to the normal application of tack coats to the construction joint face and horizontal surfaces prior to placing a new lift.
25. Refer to Special Provision 401 – Hot Mix Asphalt Pavement (Longitudinal joint construction using wedge/taper apparatus) for specifics.
26. Centerline joint density testing shall be applied to the specified HMA layer. See Special Provision 401 – Hot Mix Asphalt Longitudinal Joint Density for project specifics.
27. See Special Provision 401 – HMA with Fine Micro-Deval Requirement for project specifics.
28. The mixture shall meet the minimum requirements of Special Provision 401 – HMA Hamburg Wheel Tracker Specification.
30. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
31. Refer to Special Provision 410 – Chip Seal (Asphalt Rubber Surface Treatment with Aggregate Cover) for specifics.

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.