



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

June 10, 2020
Subject: Highway Reconstruction &
Roadside Improvements
State WINs: 022646.00 & 023775.01
Location: **Abbot & Shirley**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

ADD the following on page 14, Notice to Contractors:

Under Description: Maine Federal Aid Project No. 2377501 WIN 023775.01

Under Location: In Piscataquis County, project is located on Rte.'s 6/15 beginning 0.07 mi. southerly of Old Route 15 (Loop Rd. northerly intersection) and extends southerly 0.06 mi.

Under Outline of Work: Roadside Improvements and other incidental work.

Make these changes in pen and ink.

REMOVE pages 18 – 24, Proposal Schedule of Items, 7 pages, dated 5/21/2020, and **REPLACE** with the attached, revised Proposal Schedule of Items, 7 pages, dated 6/5/2020.

REMOVE pages 25 - 32, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

ADD the attached Title Sheet & Plan/Typical Section for Shirley, WIN 023775.01, 2 pages.

ADD the attached SPECIAL PROVISIONS - SECTION 104 – Utilities, 1 page, dated March 27, 2019.

REMOVE page 49, SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated May 4, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated June 8, 2020.

REMOVE pages 103 – 104, SPECIAL PROVISION – SECTION 403 – HOT MIX ASPHALT, 2 pages, dated May 21, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 403 – HOT MIX ASPHALT, 2 pages, dated June 8, 2020.

Consider these changes and information prior to submitting your bid on **June 17, 2020**.

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 022646.00 & 023775.01** for **Highway Reconstruction** in the town of **Abbot & Roadside Improvements** in the town of **Shirley**, County of **Piscataquis**, 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 5, 2021**. 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 _____

\$ _____ 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* 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WINs 022646.00 & 023775.01 for Highway Reconstruction in the town of Abbot & Roadside Improvements in the town of Shirley

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.

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: Bruce A. Van Note, 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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A. **The Work.**

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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 5, 2021**. 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.

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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.

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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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WINs 022646.00 & 023775.01 for Highway Reconstruction in the town of Abbot & Roadside Improvements in the town of Shirley

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.

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.

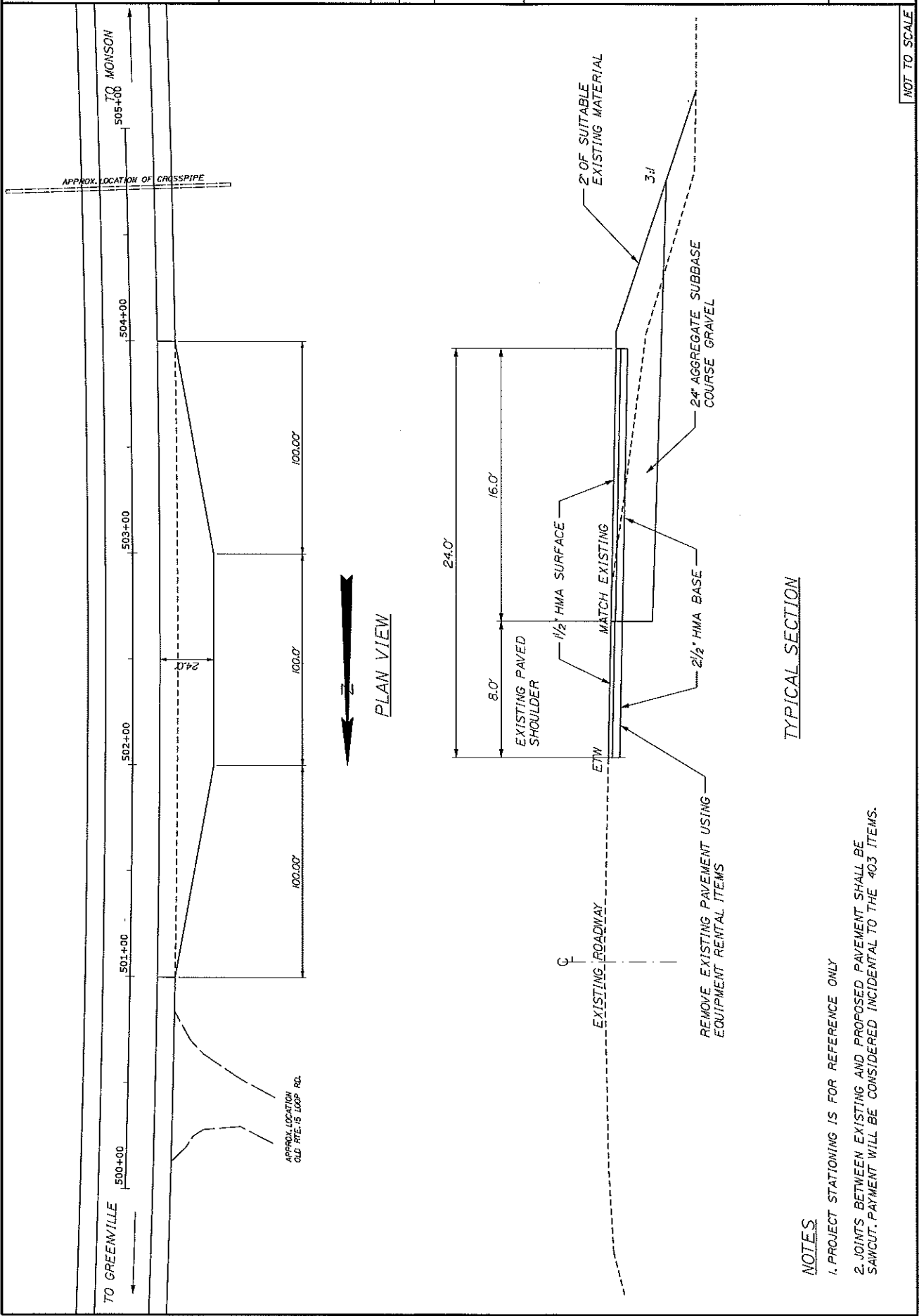
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness



NOTES

- PROJECT STATIONING IS FOR REFERENCE ONLY
- JOINTS BETWEEN EXISTING AND PROPOSED PAVEMENT SHALL BE SAWCUT. PAYMENT WILL BE CONSIDERED INCIDENTAL TO THE 403 ITEMS.

NOT TO SCALE

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

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	201.11 CLEARING	3.000 AC	_____	_____	_____	_____
0020	201.23 REMOVING SINGLE TREE TOP ONLY	8.000 EA	_____	_____	_____	_____
0030	201.24 REMOVING STUMP	9.000 EA	_____	_____	_____	_____
0040	202.15 REMOVING MANHOLE OR CATCH BASIN	5.000 EA	_____	_____	_____	_____
0050	202.202 REMOVING PAVEMENT SURFACE	2,650.000 SY	_____	_____	_____	_____
0060	203.20 COMMON EXCAVATION	38,650.000 CY	_____	_____	_____	_____
0070	203.21 ROCK EXCAVATION	50.000 CY	_____	_____	_____	_____
0080	203.25 GRANULAR BORROW	690.000 CY	_____	_____	_____	_____
0090	203.33 SPECIAL FILL	200.000 CY	_____	_____	_____	_____
0100	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	50.000 CY	_____	_____	_____	_____
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	33,975.000 CY	_____	_____	_____	_____
0120	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	5,005.000 T	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

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
0130	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	635.000 T	_____	 _____	_____	 _____
0140	403.213 HOT MIX ASPHALT 12.5 MM BASE	9,270.000 T	_____	 _____	_____	 _____
0150	409.15 BITUMINOUS TACK COAT - APPLIED	2,466.000 G	_____	 _____	_____	 _____
0160	508.13 SHEET WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM		_____	 _____
0170	511.07 COFFERDAM: STA. 139+61.00 LT. DOWNSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0180	511.07 COFFERDAM: STA. 139+61.00 RT. UPSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0190	511.07 COFFERDAM: STA. 77+43.00 LT. DOWNSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0200	511.07 COFFERDAM: STA. 77+43.00 RT. UPSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0210	511.07 COFFERDAM: STA. 85+27.00 LT. DOWNSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0220	511.07 COFFERDAM: STA. 85+27.00 RT. UPSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0230	534.71 PRECAST CONCRETE BOX CULVERT	LUMP SUM	LUMP SUM		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

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
0240	603.15 12 INCH CULVERT PIPE OPTION I	22.000 LF	_____	 _____	_____	 _____
0250	603.16 15 INCH CULVERT PIPE OPTION I	1,069.000 LF	_____	 _____	_____	 _____
0260	603.17 18 INCH CULVERT PIPE OPTION I	101.000 LF	_____	 _____	_____	 _____
0270	603.179 18 INCH CULVERT PIPE OPTION III	318.000 LF	_____	 _____	_____	 _____
0280	603.19 24 INCH CULVERT PIPE OPTION I	60.000 LF	_____	 _____	_____	 _____
0290	603.205 30 INCH REINFORCED CONCRETE PIPE CLASS III	63.000 LF	_____	 _____	_____	 _____
0300	603.239 48 INCH CULVERT PIPE OPTION III	80.000 LF	_____	 _____	_____	 _____
0310	603.285 84 INCH REINFORCED CONCRETE PIPE CLASS III	84.000 LF	_____	 _____	_____	 _____
0320	603.2891 96" RCP CLASS III	92.000 LF	_____	 _____	_____	 _____
0330	603.55 CONCRETE PIPE TIES	12.000 GP	_____	 _____	_____	 _____
0340	603.77 15 INCH INLET GRATE UNIT	1.000 EA	_____	 _____	_____	 _____
0350	604.092 CATCH BASIN TYPE B1-C	12.125 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

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
0360	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	14.000 EA	_____	 _____	_____	 _____
0370	604.247 CATCH BASIN TYPE F5-C	3.000 EA	_____	 _____	_____	 _____
0380	605.09 6 INCH UNDERDRAIN TYPE B	5,800.000 LF	_____	 _____	_____	 _____
0390	605.11 12 INCH UNDERDRAIN TYPE C	140.000 LF	_____	 _____	_____	 _____
0400	605.12 15 INCH UNDERDRAIN TYPE C	540.000 LF	_____	 _____	_____	 _____
0410	605.13 18 INCH UNDERDRAIN TYPE C	100.000 LF	_____	 _____	_____	 _____
0420	605.15 24 INCH UNDERDRAIN TYPE C	500.000 LF	_____	 _____	_____	 _____
0430	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	1,300.000 LF	_____	 _____	_____	 _____
0440	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	50.000 LF	_____	 _____	_____	 _____
0450	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	6.000 EA	_____	 _____	_____	 _____
0460	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	16.000 EA	_____	 _____	_____	 _____
0470	606.356 UNDERDRAIN DELINEATOR POST	27.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

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
0480	606.47 SINGLE WOOD POST	9.000 EA	_____	 _____	_____	 _____
0490	609.31 CURB TYPE 3	3,410.000 LF	_____	 _____	_____	 _____
0500	610.08 PLAIN RIPRAP	190.000 CY	_____	 _____	_____	 _____
0510	610.210 STREAM CHANNEL ROCK	95.000 CY	_____	 _____	_____	 _____
0520	613.319 EROSION CONTROL BLANKET	8,000.000 SY	_____	 _____	_____	 _____
0530	615.07 LOAM	1,190.000 CY	_____	 _____	_____	 _____
0540	615.10 DIRTY BORROW	2,030.000 CY	_____	 _____	_____	 _____
0550	618.13 SEEDING METHOD NUMBER 1	100.000 UN	_____	 _____	_____	 _____
0560	618.14 SEEDING METHOD NUMBER 2	334.000 UN	_____	 _____	_____	 _____
0570	619.12 MULCH	434.000 UN	_____	 _____	_____	 _____
0580	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	1,000.000 SY	_____	 _____	_____	 _____
0590	620.58 EROSION CONTROL GEOTEXTILE	370.000 SY	_____	 _____	_____	 _____
0600	620.65 REINFORCEMENT GEOGRID	105.000 SY	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 022646.00, 023775.01

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
0610	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	42,900.000 LF	_____	 _____	_____	 _____
0620	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	200.000 SF	_____	 _____	_____	 _____
0630	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	127,000.000 LF	_____	 _____	_____	 _____
0640	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	 _____	_____	 _____
0650	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR	_____	 _____	_____	 _____
0660	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	50.000 HR	_____	 _____	_____	 _____
0670	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0680	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0690	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0700	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	 _____	_____	 _____
0710	652.33 DRUM	60.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022646.00

Project(s): 022646.00, 023775.01

SECTION: 1 Project Items

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0720	652.34 CONE	175.000 EA	_____	 _____	_____	 _____
0730	652.35 CONSTRUCTION SIGNS	675.000 SF	_____	 _____	_____	 _____
0740	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	310.000 CD	_____	 _____	_____	 _____
0750	652.38 FLAGGER	16,800.000 HR	_____	 _____	_____	 _____
0760	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0770	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	405.000 SY	_____	 _____	_____	 _____
0780	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
Section: 1			Total:		_____	 _____
			Total Bid:		_____	 _____

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 not** required.

GENERAL INFORMATION

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

Overview:

Utility	Aerial	Underground
Central Maine Power Company Scott Raymond 629-6701	X	
Consolidated Communications Brian Smith 991-6723	X	

There are no known underground utility conflicts anticipated with this Project. Should a conflict arise, the Contractor shall immediately contact both Maine DOT and the Aerial Utility, at that time the relocations will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the Contractor schedule.

No Utility adjustments are planned for this project, there will be project construction activities which will occur beneath or around existing aerial conductors. The contractor shall conduct their work accordingly. Should the Contractor have question about line voltage they need to contact Central Maine Power.

MAINTAINING UTILITY LOCATION MARKINGS

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

(Abbot & Shirley)
22646.00, 23775.01
(ROUTE 6)
June 8, 2020

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(LIMITATIONS OF OPERATIONS)

1. Only one paving operation is allowed at one time, excluding hand placed paving, unless otherwise approved by Resident.
2. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>Full Construction Areas - 5" HMA Overlay</u>					
<u>Travelway (As Indicated in Typical)</u>					
Wearing	12.5 mm	403.2081	1 ½"	1	5,7,19,22,26,28,30
Intermediate	12.5 mm	403.213	1 ½"	1	5,7,15,26,28
Base	12.5 mm	403.213	2"	1	5,7,15,26,28
<u>Full Construction Areas - 3" HMA Overlay</u>					
<u>Shoulders (As Indicated in Typical)</u>					
Wearing	12.5 mm	403.2081	1 ½"	1	5,7,19,28,30
Base	12.5 mm	403.213	1 ½"	1	5,7,19,28
<u>23775.01 - Route 6 & 15 Shoulder Construction Areas - 4" HMA Overlay</u>					
<u>Shoulder Widening (As Indicated in Typical)</u>					
Wearing	12.5 mm	403.2081	1 ½"	1	2,4,10,17,30
Base	12.5 mm	403.213	1 ½"	1	2,4,10,17
<u>Driveways and Islands (As Directed)</u>					
Wearing	9.5 mm	403.209	2 - 3"	1/more	2,4,10,14,16

COMPLEMENTARY NOTES

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 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
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 **65 gyrations**.
7. Section 106.6 Acceptance, Method A.
10. Section 106.6 Acceptance, (2) Method D.
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.
15. The Contractor shall saw cut at a consistent width to allow transverse rolling of the trench. The minimum width of the trench shall be 5 feet to accommodate a **3-5 ton** vibratory roller. When applicable, a **10 ton** roller will be required. In areas inaccessible to a **10 ton** roller, compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted. Payment for additional milling or saw cutting required shall not be considered directly, but instead shall be considered incidental to the paving items.

16. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
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, and a **3-5 ton** finish roller for roadway work. 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 Contractor's representative and presented to the Department's representative by the end of the working day. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
19. The Contractor may, at their option, use a Material Transfer Vehicle (MTV) for **all mainline travelway and adjacent shoulders surface course** if paved in the same operation. See Special Provision 401 – Material Transfer Vehicle for 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.

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.