



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

March 16, 2020
Subject: Interstate 295 Southbound
Bridge Joints
State WIN: 023615.01
Location: **Portland & South
Portland
Amendment No. 2**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 21-28, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

REMOVE page 46, 2020 Fair Minimum Wage Rates, Highway & Earth - Cumberland County, and **REPLACE** with the attached 2020 Fair Minimum Wage Rates, Heavy & Bridge - Cumberland County.

REMOVE page 56, SPECIAL PROVISION – SECTION 107 (Contract Time) dated 2/10/2020 and **REPLACE** with the attached, updated SPECIAL PROVISION – SECTION 107 (Contract Time) dated 3/11/2020.

REMOVE pages 57-64, SPECIAL PROVISION – SECTION 107 TIME – (Work Times) - (Supplemental Liquidated Damages), 8 pages, dated February 10, 2020 and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 TIME – (Work Times) - (Supplemental Liquidated Damages), 8 pages, dated March 11, 2020.

REMOVE pages 94-95, SPECIAL PROVISION – SECTION 403 - HOT MIX ASPHALT PAVEMENT - (Profile Grade Pavement Platforms), 2 pages, dated February 10, 2020, and replace with the attached SPECIAL PROVISION – SECTION 401 - HOT MIX ASPHALT PAVEMENT - (Pavement Profile and Grade), 2 pages, dated March 11, 2020, and SPECIAL PROVISION SECTION 401 - HOT MIX ASPHALT - (Special Seasonal Limitations for Bridge Paving), 1 page, dated March 11, 2020.

The following questions have been received:

Question: In reference to the wage rates included in the bid documents, should we be using Heavy & Bridge wage rates instead of the Highway & Earth?

Response: Yes, see above changes.

Question: Special Provision Section 107 - Time, 107.3.1 General, #8 - Does the milling and pavement platforms and transitions for a bridge work zone needed to be completed before starting a new bridge work zone?

Response: See above changes. The Contractor will not be required to complete the final milling and paving prior to starting a new work zone.

Question: What are sheets 21 and 22 depicting?

Response: Sheets 21 and 22 will be used as a pictorial reference for the finished product. The Department shall provide the final grades as defined in SP 401.

Question: Please review the seasonal limitations on item 403.2101 HMA Wearing 9.5 mm (Polymer Modified). Can an approved WMA technology be used for this item so that the minimum ambient air temperature can be decreased to 35 degrees and the placement date can be extended to 11/15?

Response: See above changes. The Surface Pavement deadlines have been adjusted given the conditions and limitations of the project.

Question: Can high performance torch applied waterproofing membrane be applied to the bridge deck in lieu of spray applied waterproofing membrane?

Response: Yes. Torch applied waterproofing membrane may be applied to the bridge deck, at no additional cost to the Department

Question: Can the bid date be postponed to March 25th in order to allow more time to bid this project more thoroughly?

Response: See Amendment No. 1. The bid date has been moved from March 18, 2020 to March 25, 2020.

Question: Please clarify Special Provision Section 520 - Expansion Devices (Bridge Joint Modifications - Type 3A, 3B, 3C and 5) and (Bridge Joint Modification - Type 4), Temporary Structures and Approaches. Does item 524, Temporary Roadway Mat, need to be utilized on every joint that cannot be fully repaired in one night?

Response: The road must be open to traffic each morning as defined in SPECIAL PROVISION – SECTION 107 - TIME – (Work Times) - (Supplemental Liquidated Damages). If the road cannot

be open to traffic in a safe manner for traffic to travel over, the Temporary Roadway Mat will be utilized. An alternative may be submitted by the Contractor with approval by the Department.

Question: Where is item 461.131 - Temporary Pavement to be used?

Response: Temporary pavement can be used in any place that will support traffic temporarily (i.e. ramps to and from temporary roadway plates, paving in against finished header work including transition(s), or any place that would support traffic temporarily until permanent pavement could be placed).

Please refer above for clarifications, new specifications on related temporary and permanent paving items.

Question: Are temporary ramps for milling paid under item 461.131?

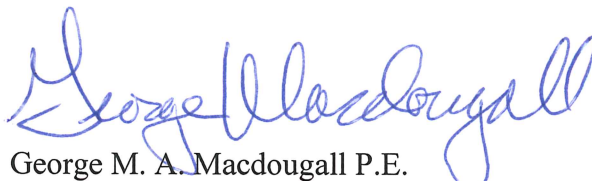
Response: Should any new joint be required to be constructed at a lower elevation than existing surface course, the Department will allow the option of utilizing a medium cut drum to temporarily transition into and out of the work zone for traffic safety purposes. Any milling utilizing a medium cut drum will be at no additional cost and be paid for under item 202.202.

In the event that milling is required as part of the installation of Temporary roadway traffic plating, the milling will be considered part of the Temporary Roadway Plate Item 524.50, and not paid separately.

All milled surfaces shall be paved prior to winter suspension.

Consider these changes and information prior to submitting your bid on **March 25, 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, **WIN 023615.01** for the **Interstate 295 Southbound Bridge Joint Replacements** in the city of **Portland**, and in the city of **South Portland**, County of **Cumberland**, 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 **June 19, 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, 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: **WIN 023615.01 Interstate 295 Southbound Bridge Joint Replacements plus other incidental work**, 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: 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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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 **June 19, 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, 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.

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

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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

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
 Heavy & Bridge Cumberland County**

Occupation Title	Minimum	Minimum	Total	Occupation Title	Minimum	Minimum	Total
	Wage	Benefit			Wage	Benefit	
Asphalt Raker	\$16.00	\$0.00	\$16.00	Laborers (Helpers & Tenders)	\$20.00	\$3.54	\$23.54
Backhoe Loader Operator	\$26.75	\$8.78	\$35.53	Laborer - Skilled	\$21.01	\$4.14	\$25.15
Boom Truck (Truck Crane) Operator	\$27.81	\$6.75	\$34.56	Line Erector Power/Cable Splicer	\$24.55	\$4.81	\$29.36
Bricklayer	\$24.50	\$4.47	\$28.97	Loader Operator - Front-End	\$23.25	\$4.98	\$28.23
Bulldozer Operator	\$22.00	\$4.70	\$26.70	Mechanic- Maintenance	\$21.75	\$3.41	\$25.16
Carpenter	\$24.25	\$5.53	\$29.78	Mechanic- Refrigeration	\$27.00	\$4.21	\$31.21
Carpenter - Rough	\$22.12	\$3.98	\$26.10	Millwright	\$27.80	\$7.00	\$34.80
Cement Mason/Finisher	\$18.00	\$0.72	\$18.72	Painter	\$19.00	\$2.74	\$21.74
Communication Equip Installer	\$24.00	\$3.19	\$27.19	Pipe/Steam/Sprinkler Fitter	\$27.43	\$5.79	\$33.22
Comm Trans Microwave & Cell	\$21.43	\$2.96	\$24.39	Pipelayer	\$31.25	\$7.96	\$39.21
Crane Operator =>15 Tons)	\$30.00	\$8.05	\$38.05	Plumber (Licensed)	\$26.00	\$4.50	\$30.50
Diver	\$24.00	\$3.12	\$27.12	Plumber Helper/Trainee	\$19.00	\$2.98	\$21.98
Earth Auger Operator	\$26.65	\$6.12	\$32.77	Propane/Natural Gas Serv/Install	\$32.00	\$9.23	\$41.23
Electrician - Licensed	\$30.13	\$10.27	\$40.40	Rigger	\$23.00	\$7.10	\$30.10
Electrician Helper/Cable Puller	\$18.00	\$3.74	\$21.74	Roller Operator - Earth	\$16.43	\$2.69	\$19.12
Excavator Operator	\$27.00	\$4.29	\$31.29	Roller Operator - Pavement	\$20.25	\$3.56	\$23.81
Fence Setter	\$18.00	\$1.30	\$19.30	Screed/Wheelman	\$18.50	\$2.45	\$20.95
Flagger	\$13.00	\$0.00	\$13.00	Sheet Metal Worker	\$26.56	\$6.03	\$32.59
Grader/Scraper Operator	\$22.00	\$2.16	\$24.16	Truck Driver - Light	\$16.00	\$0.44	\$16.44
Industrial Truck (Forklift) Operator	\$29.07	\$6.63	\$35.70	Truck Driver - Medium	\$19.00	\$1.97	\$20.97
Ironworker - Ornamental	\$22.30	\$22.37	\$44.67	Truck Driver - Heavy	\$21.50	\$2.28	\$23.78
Ironworker - Reinforcing	\$29.23	\$6.82	\$36.05	Truck Driver - Tractor Trailer	\$27.70	\$7.03	\$34.73
Ironworker - Structural	\$21.75	\$4.55	\$26.30				

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

Expiration Date: 12-31-2020

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

107.1.1 Contract Time and Contract Completion Date Add the following to this section:

The contract completion date for this contract is June 19, 2021.

SPECIAL PROVISION
SECTION 107
TIME
(Work Times)
(Supplemental Liquidated Damages)

The following requirements apply to all work in this Contract:

107.3.1 General Add the following to this section:

1. Allowable closure periods for each construction zone are determined seasonally: Spring is defined as March through May; Summer is defined as June through August; and Fall is defined as September through October.

No work on the interstate shall be permitted during the following holiday periods:

- Memorial Day Weekend: 6:00 a.m. May 22 to 9:00 p.m. May 25, 2020;
- July 4th Weekend: 6:00 a.m. July 3 to 9:00 p.m. July 6, 2020;
- Labor Day Weekend: 6:00 a.m. September 4 to 9:00 p.m. September 7, 2020;
and
- Memorial Day Weekend: 6:00 am May 28 to 9:00 pm May 31, 2021.

For all work zones requiring ramp closures to or from Fore River Parkway and Congress Street the Contractor shall be responsible for coordinating proposed ramp closures with events planned at Thompson's Point. Ramp closures will not be permitted on nights when events having an estimated attendance exceeding 1,000 people are scheduled.

2. Bridge repairs are to be made to 13 structures which are combined into 9 work zones as follows:

Work Zone 1

- I-295 SB Bridge over State Route 703 (Bridge No. 1513)

Work Zone 2

- I-295 SB Bridge over Westbrook Street (Bridge No. 6532)

Work Zone 3

- I-295 SB Bridge over Fore River (Bridge No. 6534)

Work Zone 4

- I-295 SB Bridge over the Portland Terminal Railroad (PTRR) (Bridge No. 6533)
- I-295 SB Bridge over the Fore River Parkway (Bridge No. 6556)

Work Zone 5

- I-295 SB Bridge over Congress Street and Park Avenue (Bridge No. 6535)
- I-295 SB Bridge over St. James Street (Bridge No. 6536)

Work Zone 6

- I-295 SB Bridge over PTRR (Bridge No. 6537)
- I-295 SB Bridge over St. John Street (Bridge No. 6538)

Work Zone 7

- I-295 SB Bridge over Forest Avenue (Bridge No. 6539)
- I-295 SB Bridge over Preble Street (Bridge No. 6540)

Work Zone 8

- I-295 SB Bridge over Franklin Street (Bridge No. 6541)

Work Zone 9

- I-295 Tukey's Bridge, Southbound (Bridge No. 3088)

3. The Contractor shall provide written weekly updates to the Resident Engineer regarding anticipated roadway and lane closures so the Department and City of Portland can update the public on construction activities. Payment shall be incidental to the Contract. The Contractor shall notify the resident at least 10 days in advance of planned ramp, lane, or mainline closures. The Contractor shall also setup portable changeable message sign(s) at least 7 days in advance of the planned ramp or mainline closures notifying motorists of the planned work.

4. Allowed Lane and Roadway Closure Times:

- a. Work Zone 1: I-295 SB Bridge over State Route 703 (Bridge No. 1513):

The Contractor will be allowed to utilize long term lane closures with concrete barrier during spring and fall months to complete the bridge work.

- b. Work Zone 2: I-295 SB Bridge Over Westbrook Street (Bridge No. 6532):

Phase 1 construction may be completed maintaining two lanes of traffic using long-term lane shifts and temporary concrete barrier for work zone protection. At the contractor's option, nightly lane closures may be used in lieu of a long-term lane shift with concrete barrier.

Phase 2 construction shall be completed using nightly lane closures.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over Westbrook Street Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	8:30	6:30
	Summer	9:30	6:30
	Fall	8:30	6:30
Friday	Spring	8:30	6:30
	Summer	9:30	6:30
	Fall	8:30	6:30
Sunday	Spring	7:30	6:30
	Summer	9:30	6:30
	Fall	7:30	6:30

c. Work Zone 3: I-295 SB Bridge over Fore River (Bridge No. 6534):

For both construction phases the work shall be completed using nightly lane closures. During Phase 1 construction the Exit 5A/Fore River Parkway Southbound On Ramp shall be closed to traffic when the I-295 SB travel lane is closed. During ramp closures vehicles shall be detoured as shown on the plans.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over Fore River Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30
	Summer	8:30	5:30
	Fall	7:30	5:30
Friday	Spring	7:30	6:30
	Summer	8:30	6:30
	Fall	8:30	6:30
Sunday	Spring	7:30	8:30
	Summer	9:30	8:30
	Fall	7:30	8:30

d. Work Zone 4: I-295 SB Bridge over the PTRR (Bridge No. 6533) and the I-295 SB Bridge over Fore River Parkway (Bridge No. 6556):

Phase 1 construction shall be completed as follows:

- Work at the PTRR Bridge shall be completed using nightly lane closures on I-295 SB. The Exit 5A/Fore River Parkway Southbound On Ramp shall be closed

to traffic when the I-295 SB travel lane is closed. During ramp closures vehicles shall be detoured as shown on the plans.

- Work at the Fore River Parkway Bridge may be completed using nightly lane closures on I-295 SB. Alternately, Phase I construction work may be deferred until Phase II and completed during the I-295 SB closure.

Phase 2 construction shall be completed as follows:

- Work at the PTRR and Fore River Parkway Bridges may be completed with the bridges closed to traffic. During bridge closures vehicles shall be detoured as shown on the plans.
- At the contractor’s option, nightly lane closures may be used in lieu of bridge closures.

For both construction phases, the Exit 5B/Congress St. on ramp to I-295 SB shall be closed when lane closures on I-295 SB are in place. During ramp closures vehicles shall be detoured as shown on the plans.

For all construction phases, nighttime lane and bridge closures are permitted as follows:

I-295 SB Bridge over PTRR and Fore River Parkway Single Lane Closure Times (Phase 1-2) / Bridge Closure Times (Phase 2)					
		Phase 1		Phase 2	
Day	Season	Start (PM)	End (AM)	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30	9:30	5:30
	Summer	8:30	5:30	9:30	5:30
	Fall	7:30	5:30	9:30	5:30
Friday	Spring	7:30	6:30	9:30	5:30
	Summer	8:30	6:30	10:30	5:30
	Fall	8:30	6:30	9:30	5:30
Sunday	Spring	7:30	8:30	9:30	7:30
	Summer	9:30	8:30	10:30	6:30
	Fall	7:30	8:30	9:30	7:30

- e. Work Zone 5: I-295 SB Bridge over Congress Street and Park Avenue (Bridge No. 6535) and the I-295 SB Bridge over St. James Street (Bridge No. 6536):

For both construction phases the work shall be completed using nightly lane closures on I-295 SB. The Exit 5B/Congress St. on and off ramps to I-295 SB shall be closed when lane closures on I-295 SB are in place. During ramp closures vehicles shall be detoured as shown on the plans.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over Congress and St. James Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Friday	Spring	8:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Sunday	Spring	7:30	8:30
	Summer	9:30	8:30
	Fall	7:30	8:30

- f. Work Zone 6: I-295 SB Bridge over PTRR (Bridge No. 6537) and the I-295 SB Bridge over St. John Street (Bridge No. 6538):

For both construction phases the work shall be completed using nightly lane closures on I-295 SB.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over PTRR and St. John Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Friday	Spring	8:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Sunday	Spring	7:30	8:30
	Summer	9:30	8:30
	Fall	7:30	8:30

- g. Work Zone 7: I-295 SB Bridge over Forest Avenue (Bridge No. 6539) and the I-295 SB Bridge over Preble Street (Bridge No. 6540):

For both construction phases work at the Forest Avenue and Preble Street Bridges shall be completed using nightly lane closures on I-295 SB. The Exit 6B on and off ramps, and the Exit 6A off-ramp, shall be closed when lane closures on I-295 SB are in place. During ramp closures vehicles shall be detoured as shown on the plans.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over Forest and Preble Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Friday	Spring	8:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Sunday	Spring	7:30	8:30
	Summer	9:30	8:30
	Fall	7:30	8:30

h. Work Zone 8: I-295 SB Bridge over Franklin Street (Bridge No. 6541):

For both construction phases work at the Franklin Street Bridge shall be completed using nightly lane closures on I-295 SB. The Exit 7 on ramp shall be closed when lane closures on I-295 SB are in place. During ramp closures vehicles shall be detoured as shown on the plans.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Bridge over Franklin Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	7:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Friday	Spring	8:30	5:30
	Summer	9:30	5:30
	Fall	8:30	5:30
Sunday	Spring	7:30	8:30
	Summer	9:30	8:30
	Fall	7:30	8:30

i. Work Zone 9: I-295 SB Tukey’s Bridge (Bridge No. 3088) Work Zone:

For both construction phases the work shall be completed using nightly lane closures on I-295 SB. Exit 8 on ramp to I-295 SB shall be closed when lane closures on I-295 SB are in place.

For all construction phases, nighttime lane closures are permitted as follows:

I-295 SB Tukey's Bridge Single Lane Closure Times			
Day	Season	Start (PM)	End (AM)
Weekday (Mon- Thurs)	Spring	9:30	5:30
	Summer	9:30	5:30
	Fall	9:30	5:30
Friday	Spring	9:30	5:30
	Summer	9:30	5:30
	Fall	9:30	5:30
Sunday	Spring	9:30	7:30
	Summer	9:30	8:30
	Fall	9:30	7:30

6. For the ramp and mainline closures, a closure notification plan meeting the requirements of Standard Specification 104.4.10 must be included in the Traffic Control Plan. The Contractor shall coordinate planned roadway closures with other projects potentially impacting traffic on I-295.
7. A construction work zone speed of 45 mph shall be used for all bridges south of, and including, the Fore River Bridge. A construction work zone speed of 40 mph shall be used for all bridges north of the Fore River.
8. The Contractor may utilize multiple bridge repair crews as long as applicable sections of Special Provision 652 are met, provided the Resident is given 72 hours notice. No more than two bridge work zones (temporary or long term) can be ongoing at any time unless otherwise approved by the Resident.
9. Any proposed changes to, or combination of, the work zones presented on the plans shall be submitted to the Resident for approval prior to the start of work. If approved, construction phasing in overlapping and adjacent bridge work zones shall be coordinated as directed by the Resident to ensure motorist safety and uniformity.
10. Deliveries to work zones scheduled between the hours of 6:00 am and 7:00 pm will be permitted only when, in the opinion of the Resident, such deliveries do not create unacceptable delay or safety hazards to the traveling public.

11. Supplemental Liquidated Damages

Supplemental liquidated damages will be assessed for each remaining closed lane, and for each remaining closed ramp, at each location after the specified lane opening time as described below:

- First 15-minute increment, or any portion thereof..... \$500.00
- Second 15-minute increment, or any portion thereof..... \$750.00
- Third 15-minute increment, or any portion thereof..... \$1,000.00
- Fourth 15-minute increment, or any portion thereof.....\$1,250.00
- Each additional 15-minute increment, or any portion thereof..... \$1,500.00

These charges will be cumulative in nature. However, the escalation shall reset at the conclusion of each lane closure. For example, if a single lane closure was removed 45 minutes late on the first work night, and then 10 minutes late on a second work night, or on a second unrelated lane closure, the supplemental liquidated damages incurred on the second night would be \$500.

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Pavement Profile & Grade)

401.01 Description

The purpose of this work is to provide improved joint rideability until a future pavement preservation project is completed. Paving and milling operations may be completed at any time following the completion of the profile survey and the joint and concrete repairs (where required), excluding the installation of the mastic plug joints.

At their option, the Contractor may phase the final paving operations per segment or as one single mobilization. Should the Contractor choose to complete the final paving in one mobilization, temporary pavement meeting the requirements of Special Provision 461.131 - Temporary Pavement shall be utilized to construct a safe and usable surface until final pavement and milling can be completed. Temporary work limits shall be determined by the Contractor and approved by the Resident. The Contractor shall be responsible to maintain any temporary pavement through the duration of the Contract.

Final wearing surface, shim (where required), and base paving shall be completed within the limitations as outline in section 401.06 Weather and Seasonal Limitations unless otherwise specified in Special Provision 403.

401.02 Profile Survey

Prior to undertaking any work on any bridge joint or header, the Contractor shall establish a bench mark on the bridge structure adjacent to joint being repaired. The benchmark will be readily accessible and in a location that will not be damaged or otherwise disturbed as part of the work included in this contract.

The Contractor shall survey the existing joint to be modified as well as the approach and departure pavement elevations. At a minimum, the survey shall include the top of existing joint steel, top of existing header concrete at the header concrete limits, and existing pavement elevations at 10 foot intervals for 50 feet on both the approach and departure sides of the joint. At each location survey points shall be collected at the following locations on the roadway cross section: 6 inches off the right shoulder curb, halfway between the right shoulder curb and the solid white lane line (SWLL) (if the width exceeds 20 feet), the SWLL, at all broken white lane lines (BWLLs), at the solid yellow lane line (SYLL), and 6 inches off the left shoulder curb.

Additionally, the Contractor shall core the bridge deck and survey the top of deck concrete elevation at each core hole location. Cores shall be taken 5 feet and 20 feet off the existing deck

joints at the following locations: 6 inches off the right shoulder curb, halfway between the right shoulder curb and the solid white lane line (SWLL) (if the width exceeds 20 feet), the SWLL, at all broken white lane lines (BWLLs), at the solid yellow lane line (SYLL), and 6 inches off the left shoulder curb.

For each bridge segment, the benchmark location and elevation, core hole locations, top of concrete deck elevations, pavement thickness at each core location, and top of pavement survey elevations shall be tabulated and provided to the Department by the Contractor **no less than 10 days** prior to the permanent installation of any modified joints or headers. The Department will use this information to establish the joint and header elevations, the final surface elevations of the profile grade, the lengths of the pavement transitions, and the milling depths.

401.03 Construction

Prior to the permanent installation of any modified joints and prior to the final milling & paving, the Department will provide the designed elevations and grades to the Contractor. The Contractor shall be responsible for the transferring and layout of the provided data.

Prior to paving the Contractor shall mill to the grade and profile as determined by the Profile Survey described above. Any temporary HMA will be removed and base HMA lifts will be milled and placed to the depths, widths, and lengths as specified in the plan set. Once the base HMA has been placed, the final wearing surface HMA shall be placed to the grade and profile as determined by the Profile Survey.

401.04 Method of Measurement

The establishment of bench marks, core hole drilling, patching, survey work, and layout will not be measured separately but will be incidental to the contract items.

Temporary Pavement, Pavement Milling, and Hot Mix Asphalt shall be paid under the appropriate Contract Items.

SPECIAL PROVISION SECTION 401
HOT MIX ASPHALT
(Special Seasonal Limitations for Bridge Paving)

The following section of Section 400 has been revised as follows:

401.06 Weather and Seasonal Limitations The following language has been added to Section 401.06:

The Contractor may place Hot Mix Asphalt Pavement that is intended to serve as a traveled way wearing course in preparation of any project suspension between the Saturday following October 15th and October 31st at 6am, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 35°F or higher, and the HMA is produced with one of the WMA technologies listed below and approved for use by the Department.

- a. The use of organic WMA additives
- b. The use of powdered or pelletized WMA additives
- c. The use of manufactured liquid chemical WMA additives

The WMA additives shall be mixed with the aggregate or asphalt in the HMA plant at a rate recommended by the manufacturer. The additives shall be introduced into the hot mix plant mixing chamber by mechanical means that can be controlled and tied directly to the hot mix asphalt plants rate of production. The WMA additives may be mixed with the asphalt at the asphalt terminal a rate recommended by the manufacturer in a manner to assure complete dispersion throughout the load. Should the WMA additives be added at the terminal, additive type, and total additive amounts shall be listed on the loading invoice.

The use of a controlled asphalt foaming system, utilizing an injection system to introduce water to the asphalt stream and “expand” the asphalt prior to mixing with the aggregate in asphalt mixture plant, will not be permitted to produce mix past the normal deadline. The WMA must be produced at the normal production temperatures specified in section 401.04.

Any permanent base pavement placed on bridge decks may be placed down to 40°F if WMA additives are used, and the membrane has been heated with an approved infrared heat technology and rolled to ensure sealing and bond to the concrete deck.

The deck and membrane must be heated to a surface temperature of 290°F, or until the membrane has softened, and warming maintained up until rolling and paving operations commence. Infrared heat may be used as needed to aid in the placement and compaction of the base pavements.

Payment for the infrared heater use shall be by means of force account, or receipted subcontractor quote, with any applicable mark-up allowed.