



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

April 7, 2025  
Subject: Pavement Milling, Ultra-thin bonded wearing course, Hot Mix Asphalt Overlay  
WIN: 024205.00, 027504.00  
Location: **Augusta & Waterville**  
**Amendment No. 3**

Dear Sir/Ms.:

In the Bid Book REMOVE Page 103, 1 Page, Dated April 7, 2025 and Replace with the attached **“SPECIAL PROVISION SECTION 107 (Contract Time)”** 1 Page, Dated April 07, 2025.

The following questions have been received:

**Question:** In the deep cut on the travel lane is the department looking to apply crack seal and mastic?

If so, is the 48-hour cure period being waived?

**Response:** The Department has estimated crack sealants for travel way and any shoulders within pavement removal areas.

The Contractor would be held to the 48 hour cure period for conventional rubberized crack seal products to minimize pull out during paving operations. The Department would permit a reduced cure period of 12 hours should Mastic Seal be used for crack and joint sealing. Any additional reduction in cure time period would be subject to approval once it could be demonstrated mastic sealants would not be impacted by paving operations. If the Mastic Seal is proposed, it will be paid at the unit price for Item 424.22 Asphalt Rubber Crack Sealer Type 2 applied.

**Question:** Will the contractor be able to keep 100% of the millings?

**Response:** The Department will keep 3000 CY and delivered to the Sidney Maintenance yard at Lyons Rd, Sidney Maine. The rest will be retained by the Contractor.

**Question:** Is it the intent of the department to mill and pave the deep cut in the travel in the same shift?

**Response:** That is up to the Contractor's means and methods, please see Section 202 Special Provisions Table 1 and 2.

**Question:** Will the Contractor be able to close on and off ramps? If so, what time limits will be allowed?

**Response:** The Contractor can only close ramps that have work in this contract. All other ramps shall remain open.

**Question:** Ramps that are located within the deep milling area of the travel lane and would also include the acceleration and deceleration lanes from the associated ramp, would the Department consider ramp closures while milling and paving through these areas?

**Response:** The Contractor can only close ramps that have work in this contract. All other ramps shall remain open.

**Question:** Could the Department provide some drawings and the overall intentions of the slope stabilization area, including the layout? The length is determined by stations in the book, depth is also provided, however, the width is not defined on how far up the slope, the rip rap will be placed.

**Response:** It is our intent that the rip rap extends up the slope to the back of the guardrail. Layout will follow the construction notes, or as directed by the Resident.

**Question:** Regarding the temporary concrete barrier that is to be used for the slope stabilization, is there any drawings on the Department's intention on this item regarding lay out and should it only to be considered for the left side of the roadway?

**Response:** The work on the slope will require to be completed behind barrier, using a double lane shift, maintaining two lanes of traffic as per the revised 107 in the amendment.

**Question:** Are there any incidental items associated with the Temporary Concrete Barrier such as removal of guardrail, crash cushions, delineation, or any other associated items the Department defines as required to meet the pay item?

**Response:** Removal of guardrail is paid under 606.363 in the Contract. Please refer to Standard Specification 526 for other details.

**Question:** Is the Department anticipating any selective tree clearing to place the 48" RCP pipe at the slope stabilization area on station right? It appears the completion date for Slope Stabilization and pipe work need to be done prior to the allowable tree cutting dates provided on pages 98 and 99 of the contract book. Could the Department review this and comment on if selective trees will need to be cut to meet the interim completion date for the Slope Stabilization and 48" RCP installation?

**Response:** The Department is not anticipating any clearing in the pipe area.

**Question:** a. Does the department intend to crack seal the travel way on I-95 NB after milling 2 3/4”?

b. How will the area be handled that will have the safety wedge milled out immediately prior to paving?

**Response:** The Department has estimated crack sealants for travelway and any shoulders within pavement removal areas.

The Contractor would be held to the 48 hour cure period for conventional rubberized crack seal products to minimize pull out during paving operations. The Department would permit a reduced cure period of 12 hours should Mastic Seal be used for crack and joint sealing. Any additional reduction in cure time period would be subject to approval once it could be demonstrated mastic sealants would not be impacted by paving operations. If the Mastic Seal is proposed, it will be paid at the unit price for Item 424.22 Asphalt Rubber Crack Sealer Type 2 applied.

The Department does not completely understand the question “b” but could assume that the question is in regard to sequence of operations that would required removal of any milled safety pass before paving operations, which might impact required sealing operations. Should cracks or joint repair be required after the removal of any milled safety pass, then the cracks or joints shall be repaired prior to paving.

**Question:** Special Provision Section 202 Table 1 states that a centerline depth of 1.5”-2” will need to be matched in by the weekend with a centerline 12:1 tapered joint.

a. How does the department plan on crack sealing the centerline joint?

b. Will the contractor be required to have milled sections paved in by each weekend?

**Response:** Should cracks or joint repair be required after pavement removal operations or the removal of any milled safety pass either along the centerline or edge of travelway, cracks or joints shall be repaired prior to paving.

It should be anticipated that in the 2 3/4” depth mill sections the mill may overlap existing centerline up to 3” in order to repair any lower lift centerline cracks. The Contractor shall perform the work in a manner to meet the maximum of 2 inch vertical edge to match lanes weekly.

**Question:** Table 2 in Section 202 states with a depth at edge of travel way greater than 2” additional steps need to be taken prior to opening up to traffic. Would the department pay an additional 2’ of ultra-thin to allow the depth at travel way to be reduced to 2”?

**Response:** Yes the Department will allow an additional 2’ of milling and ultra thin to eliminate the edge. Those quantities will be paid by the appropriate items.

**Question:** Will the department consider allowing the contractor to mill the entire travel way at 2 3/4” and leave at that depth with a safety wedge on center up to 15 days prior to paving back in?

**Response:** No. The maximum vertical edge depth, to allow extended periods without matching lanes up weekly, would be 2 inches on centerline and edge of travel way . The Contractor shall perform the work in a manner to meet the maximum of 2 inch vertical edge to match lanes weekly.

**Response:** Please refer to Section 202 Special Provision Table 1 and Table 2.

Consider these changes and information prior to submitting your bid on **April 9, 2025**.

Sincerely,



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

**SPECIAL PROVISION**  
**SECTION 107**  
**(Contract Time)**

1. The Contractor shall be allowed to work 6 days / nights per week unless otherwise authorized by the Department or stated elsewhere in contract documents.
2. The Contractor will be allowed to work daytime hours on the slope repair between station 340+00-347+50 Left. This work shall be done behind concrete barrier and maintain 2 11' lanes of traffic at all times.
3. All other work shall be completed between 8pm and 6 am Sunday night through Saturday morning.

No work will be allowed on:

Nighttime work:

May 24, 2025 beginning at 6am to May 27, 2025 at 8pm.

July 3, 20245 beginning at 6am to July 6, 2025 at 8pm.

September 1, 2025 beginning at 6am. to September 2, 2025 at 8pm.

Daytime work:

May 25, 2025 beginning at 6pm to May 27, 2025 at 6am.

4. Any circumstance outside of these time frames, the Contractor shall be charged Supplemental Liquidated Damages as outlined in Special Provision 107 (Supplemental Liquidated Damages).