



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 3, 2024

Subject: Pavement Rehabilitation, Pavement
Milling, Hot Mix Asphalt Overlay
State WIN: 027022.00
Location: **Brunswick & Freeport**
Amendment No. 2

Dear Sir/Ms.:

Make the following changes:

Per Amendment one Change the opening date from "April 10, 2024. to Read "**April 17, 2024**" Make this change in pen and ink.

In the Bid Book:

Remove page seventeen to twenty titled Proposal Schedule of Items dated 3/1/2024 and **Replace** with the attached Proposal Schedule of Items dated 4/2/2024.

Remove pages twenty-one to twenty-eight Titled CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages. And **Replace** with the Attached CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages

Remove pages forty-one to forty-four titled Construction noted dated January 23, 2024 and **Replace** with the attached Construction Notes dated March 26, 2024

Remove page seventy titled SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK (LIMITATIONS OF OPERATIONS) dated February 29, 2024, and **Replace** with the attached SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK (LIMITATIONS OF OPERATIONS) dated March 26, 2024

Remove page seventy-four titled SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time-Working Days) February 29, 2024 and **Replace** with the attached SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time – Working Days) dated March 26, 2024

Remove Page seventy-five SPECIAL PROVISION SECTION 107 (Contract Time) Dated February 29, 2024 and **Replace** with the attached SPECIAL PROVISION SECTION 107 (Contract Time) dated March 26, 2024

The following questions have been received:

Question: Will two lane shifts be allowed to remain in place during non-work hours?

Response: Yes, the Department expects a lane shift to remain while the barrier is in place.

Question: Will the contractor be allowed to work during the day with a two-lane shift?

Response: Yes, please see revised specifications, day work will maintain 2 lanes of traffic and be behind barrier.

Question: 3) What is the intended use of item 526.301 Portable Concrete Barrier Type 1?

- a. Where will it be installed?
- b. How much is needed?

Response: It will be installed in both SB and NB lanes during any work in the median. Please see the revised specifications allowing for 1.5 miles maximum on each side per work zone. The Department is requiring all median work behind barrier, which will require moving and re setting as work progresses.

Question: The 100 WDs seems like a tight time frame based on the scope of work and restricted work area (installing barrier, moving barrier, working behind barrier), would the department consider allowing more workdays to complete the work?

Response: Please see the new revised 107

Question: The project calls for the excavation to be paid under the hourly equipment rental items. We plan on hauling excavation out and utilizing the same trucks to haul gravel in. To avoid any issues with allocation of truck hours to gravel or hourly work would the department consider making the excavation incidental?

Response: Please see the revised construction notes, making excavation incidental to the Type C gravel.

Consider these changes and information prior to submitting your bid on **April 17, 2024**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 027022.00

Project(s): 027022.00

SECTION: 1 HIGHWAY 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 | 202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM | 52,000.000 SY | _____ | _____ | _____ | _____ |
| 0020 | 202.207 RUMBLE STRIPS, FILL | 25,000.000 LF | _____ | _____ | _____ | _____ |
| 0030 | 304.16 AGGREGATE BASE COURSE - TYPE C | 28,000.000 CY | _____ | _____ | _____ | _____ |
| 0040 | 403.2111 9.5 MM POLYMER MODIFIED HMA (SHIM) | 3,000.000 T | _____ | _____ | _____ | _____ |
| 0050 | 403.2131 12.5 MM POLYMER MODIFIED HMA BASE | 16,100.000 T | _____ | _____ | _____ | _____ |
| 0060 | 409.15 BITUMINOUS TACK COAT - APPLIED | 7,000.000 G | _____ | _____ | _____ | _____ |
| 0070 | 419.40 SAW CUTTING CONCRETE | 13,000.000 LF | _____ | _____ | _____ | _____ |
| 0080 | 429.34 GRID/ FABRIC FABRIC COMPOSITE PAVEMENT INTERLAYER | 211,000.000 SF | _____ | _____ | _____ | _____ |
| 0090 | 526.301 PORTABLE CONCRETE BARRIER TYPE I | LUMP SUM | | LUMP SUM | _____ | _____ |
| 0100 | 527.34 WORK ZONE CRASH CUSHIONS | 2.000 UN | _____ | _____ | _____ | _____ |
| 0110 | 604.092 CATCH BASIN TYPE B1-C | 10.000 EA | _____ | _____ | _____ | _____ |
| 0120 | 604.164 REBUILDING CATCH BASIN | 15.000 EA | _____ | _____ | _____ | _____ |

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 027022.00

Project(s): 027022.00

SECTION: 1 HIGHWAY 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 | 604.167 CHANGE CATCH BASIN GRATE TO CASCADE | 13.000 EA | _____ | _____ | _____ | _____ |
| 0140 | 604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE | 20.000 EA | _____ | _____ | _____ | _____ |
| 0150 | 604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE | 10.000 EA | _____ | _____ | _____ | _____ |
| 0160 | 606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED | 2,000.000 LF | _____ | _____ | _____ | _____ |
| 0170 | 606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL | 1.000 EA | _____ | _____ | _____ | _____ |
| 0180 | 606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER | 10.000 EA | _____ | _____ | _____ | _____ |
| 0190 | 606.362 GUARDRAIL ADJUSTED | 500.000 LF | _____ | _____ | _____ | _____ |
| 0200 | 606.363 GUARDRAIL REMOVE AND DISPOSE | 30,000.000 LF | _____ | _____ | _____ | _____ |
| 0210 | 606.64 GUARDRAIL THRIE BEAM - DOUBLE RAIL | 30,000.000 LF | _____ | _____ | _____ | _____ |
| 0220 | 606.70 TRANSITION SECTION THRIE BEAM | 12.000 EA | _____ | _____ | _____ | _____ |
| 0230 | 606.93 SACRIFICIAL CRASH CUSHION | 4.000 EA | _____ | _____ | _____ | _____ |
| 0240 | 613.319 EROSION CONTROL BLANKET | 13,000.000 SY | _____ | _____ | _____ | _____ |

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 027022.00

Project(s): 027022.00

SECTION: 1 HIGHWAY 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 |
| 0250 | 618.14 SEEDING METHOD NUMBER 2 | 450.000 UN | _____ | _____ | _____ | _____ |
| 0260 | 619.12 MULCH | 450.000 UN | _____ | _____ | _____ | _____ |
| 0270 | 627.744 6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE | 350,000.000 LF | _____ | _____ | _____ | _____ |
| 0280 | 627.77 REMOVING PAVEMENT MARKINGS | 151,000.000 SF | _____ | _____ | _____ | _____ |
| 0290 | 627.781 TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW | 350,000.000 LF | _____ | _____ | _____ | _____ |
| 0300 | 629.05 HAND LABOR, STRAIGHT TIME | 100.000 HR | _____ | _____ | _____ | _____ |
| 0310 | 631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 100.000 HR | _____ | _____ | _____ | _____ |
| 0320 | 631.133 SKID STEER (INCLUDING OPERATOR) | 25.000 HR | _____ | _____ | _____ | _____ |
| 0330 | 631.172 TRUCK - LARGE (INCLUDING OPERATOR) | 200.000 HR | _____ | _____ | _____ | _____ |
| 0340 | 631.212 SMALL PAVEMENT GRINDER (INCLUDING OPERATOR) | 60.000 HR | _____ | _____ | _____ | _____ |
| 0350 | 639.18 FIELD OFFICE TYPE A | 1.000 EA | _____ | _____ | _____ | _____ |
| 0360 | 652.30 FLASHING ARROW BOARD | 3.000 EA | _____ | _____ | _____ | _____ |

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 027022.00

Project(s): 027022.00

SECTION: 1 HIGHWAY 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 |
| 0370 | 652.33 DRUM | 200.000 EA | _____ | _____ | _____ | _____ |
| 0380 | 652.34 CONE | 2,000.000 EA | _____ | _____ | _____ | _____ |
| 0390 | 652.35 CONSTRUCTION SIGNS | 2,600.000 SF | _____ | _____ | _____ | _____ |
| 0400 | 652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES | 189.000 CD | _____ | _____ | _____ | _____ |
| 0410 | 652.41 PORTABLE CHANGEABLE MESSAGE SIGN | 4.000 EA | _____ | _____ | _____ | _____ |
| 0420 | 652.441 TYPE 1 SMART WORK ZONE SYSTEM | 2.000 EA | _____ | _____ | _____ | _____ |
| 0430 | 652.45 AUTOMATED TRAILER MOUNTED SPEED LIMIT SIGN | 3.000 EA | _____ | _____ | _____ | _____ |
| 0440 | 652.46 SEQUENTIAL FLASHING WARNING LIGHTS | 30.000 EA | _____ | _____ | _____ | _____ |
| 0450 | 652.47 TEMPORARY PORTABLE RUMBLE STRIP | 6.000 GP | _____ | _____ | _____ | _____ |
| 0460 | 656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL | LUMP SUM | _____ | LUMP SUM | _____ | _____ |
| 0470 | 659.10 MOBILIZATION | LUMP SUM | _____ | LUMP SUM | _____ | _____ |
| Section: 1 | | | Total: | | _____ | _____ |
| | | | Total Bid: | | _____ | _____ |

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 27022.00 for the Highway Rehabilitation, including Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Towns of Brunswick and Freeport, 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, within **135** Working Days. 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: , **WIN 27022.00 for the Highway Rehabilitation, including Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Towns of Brunswick and Freeport, County of Cumberland**, 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

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum

Mainline – Southbound

| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Depth</u> | <u>Remarks</u> |
|----------------|-----------|----------------|--------------|--|
| 520+68 | - | 405+03 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 405+01 | - | 335+27 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 335+23 | - | 295+31 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 295+94 | - | 294+23 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 294+16 | - | 272+15 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 272+39 | - | 242+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |

Mainline – Northbound

| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Depth</u> | <u>Remarks</u> |
|----------------|-----------|----------------|--------------|---|
| 242+00 | - | 287+00 | 4 ½" +/- | 8.0' +/- total width <u>for shoulder widening</u> 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 303+00 | - | 307+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 328+00 | - | 329+50 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 412+00 | - | 413+25 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |

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_____ 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 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, within **135** Working Days. 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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_____ \$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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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.
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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, 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

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Mainline - Northbound

| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Depth</u> | <u>Remarks</u> |
|----------------|-----------|----------------|--------------|---|
| 415+00 | - | 422+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 427+00 | - | 431+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 434+00 | - | 437+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 453+00 | - | 456+00 | 4 ½" +/- | 8.0' +/- total width <u>for shoulder widening</u> 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 461+50 | - | 474+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 479+00 | - | 492+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 494+00 | - | 496+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 500+00 | - | 502+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |
| 505+00 | - | 507+00 | 4 ½" +/- | 8.0' +/- total width 4.0' +/- passing lane/4.0'+/- passing shoulder |

Construction Notes

202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Shoulders - Northbound

| <u>Station</u> | <u>to</u> | <u>Station</u> | <u>Depth</u> | <u>Remarks</u> |
|----------------|-----------|----------------|--------------|-------------------------------|
| 248+47 | - | 254+79 | 1 ½” | 10.0’+/- travel lane shoulder |
| 262+45 | - | 296+00 | 1 ½” | 10.0’+/- travel lane shoulder |
| 295+00 | - | 296+28 | 1 ½” | 10.0’+/- travel lane shoulder |
| 322+35 | - | 327+30 | 1 ½” | 10.0’+/- travel lane shoulder |
| 336+80 | - | 342+12 | 1 ½” | 10.0’+/- travel lane shoulder |
| 348+54 | - | 351+68 | 1 ½” | 10.0’+/- travel lane shoulder |
| 360+24 | - | 360+90 | 1 ½” | 10.0’+/- travel lane shoulder |
| 362+85 | - | 396+55 | 1 ½” | 10.0’+/- travel lane shoulder |
| 405+10 | - | 425+70 | 1 ½” | 10.0’+/- travel lane shoulder |
| 431+27 | - | 448+10 | 1 ½” | 10.0’+/- travel lane shoulder |
| 459+60 | - | 474+63 | 1 ½” | 10.0’+/- travel lane shoulder |
| 494+04 | - | 511+60 | 1 ½” | 10.0’+/- travel lane shoulder |

The above locations are estimates only and may be changed by the Resident.
Shoulder areas shall be milled as directed.

Contractor will remove pavement to maintain existing cross slopes or as directed by the Resident. The Contractor will establish centerline control points prior to removal of existing centerline. **Contractor is advised that the crack near centerline may not represent true centerline.** The centerline may require adjustment to maintain the twelve-foot travel lanes, and a four-foot passing lane shoulder widths.

304.16 Aggregate Subbase Course Gravel – Type C

This item to be used for backfilling in the median areas northbound and southbound, full width, and as directed the Resident. Excavation will be considered incidental to this item.

403.2111 9.5mm Polymer Modified HMA Shim

This item to be used for a leveling course, possible de-lamination areas in the pavement removal areas, and as directed the Resident.

Construction Notes

419.40 Saw Cutting Concrete

Item to be used on the areas where concrete slabs show deterioration, poor quality, and as directed by the Resident.

429.34 Grid/Fabric Composite Pavement Interlayer

Item to be used on the areas where concrete slabs interface with pavement areas, and as directed by the Resident.

526.301 Portable Concrete Barrier Type I

Item to be used in northbound and southbound lanes up to a maximum of 1.5 miles in each direction or as approved by the Department.

627.77 Removing Pavement Markings

Item to be used remove existing pavement marking prior to lane shift for median and after lane returns to normal operations, or as directed by the Resident.

627.781 Temporary 6" Painted Pavement Marking Line, White or Yellow

Item is to be used prior to lane shifts and once lanes have surfaced, prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be considered incidental.

629 & 631 Items

These Items to be used for used for tasks as directed by the Resident.

652.35 Construction Signs

Two "Road Work Next 7 Miles" signs are required as part of this project for northbound lanes. Two "Road Work Next 6 Miles" signs are required as part of this project for southbound lanes.

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

1. No off-shift lane closures shall be permitted.
2. Interstate Crossovers shall not be allowed to be utilized to change direction, unless both passing lanes are closed simultaneously.
3. The maximum length of lane closure is 3.0 miles in length.
4. All median work that occurs during the day shall be behind barrier, maintaining 2 lanes of traffic.
5. The maximum length of deployed barrier is 1.5 miles in length. The maximum length may be modified to ensure proper taper and sight distance with a written request from the Contractor for the Department's review and comment. The temporary concrete barrier shall be used in both Southbound and Northbound directions for all work in the median.
6. No work shall be allowed after the end of shift on Saturday until beginning of shift on Sunday.
7. The Contractor may utilize multiple crews as long as applicable sections of Special Provision 652 are met; provided the Resident is given 72 hours' notice.
8. Any circumstance outside of these time frames, the Contractor shall be charged Supplemental Liquidated Damages as outlined in Special Provision 107 (Supplemental Liquidated Damages).

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time – Working Days)

This Contract shall be completed within **(135)** working days. The Contractor may begin work anytime in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **May 28, 2024**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than April 29, 2024**, the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov**, **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond June 15th that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to seven calendar days if the request is made at least 21 calendar days prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov** and **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.

SPECIAL PROVISION
SECTION 107
(Contract Time)

1. The Contractor shall be allowed to work 6 days per week unless otherwise authorized by the Department or stated elsewhere in contract documents.

Except no work will be allowed on:

May 25, 2024, beginning at 6 p.m. to May 28, 2024, at 6 a.m.

July 2, 2024, beginning at 6 p.m. to July 8, 2024, at 6 a.m.

August 31, 2024, beginning at 6 p.m. to September 3, 2024, at 6 a.m.

2. The contractor shall be allowed to enter the roadway during the following hours; Lane closure set up and removal shall be considered to be part of this time:
 - a. Sunday beginning at 8pm and ending Monday at 6am.
 - b. Monday beginning at 6pm and ending Tuesday at 6am.
 - c. Tuesday beginning at 6pm and ending Wednesday at 6am.
 - d. Wednesday beginning at 6pm and ending Thursday at 6am.
 - e. Thursday beginning at 6pm and ending Friday at 6am.
 - f. Friday beginning at 6pm and ending Saturday at 6am.
3. Daytime work will be allowed inside the temporary concrete barrier provided that:
 - a. Both lanes of traffic shall be shifted away from the median when the temporary concrete barrier is deployed. The lane shift will require narrower lanes and shoulders, which shall be covered in the Contractor's Traffic Control Plan.
 - b. Temporary concrete barrier deployment, traffic control items and equipment moves shall only be completed during hours that are described in note 2 above.
 - c. Access to and egress from the construction area shall be with the direction of travel without crossing traffic. Construction vehicles are prohibited from merging with mainline traffic between 7am to 9am and between 3pm and 6pm, unless approved in writing by the Department. The Contractor shall describe access and egress from the work area in detail in the Traffic Control Plan.

- d. The Smart Work Zone System shall be operational during all times of work being present. See Item 652.441.**
 - e. Rolling Slowdowns may be allowed upon written approval from the Department between 9am and 3pm. Rolling slowdowns can only be used a maximum of 6 times daily. The use of the rolling slowdowns shall be covered in detail in the Contractor's traffic control plan.**
 - f. Rolling slowdowns are to be used as a traffic control method by using a rolling blockade of vehicles, including but not limited to State Police and Contractor vehicles that can create a gap in traffic to enable limited work activities that require access to the median. Contractor vehicles in the rolling slowdowns must each be equipped with amber warning lights, visible from 360 degrees as per the latest version of the MUTCD. The Contractor shall use a minimum of two attenuator trucks to be part of the rolling slow down vehicle package.**
 - g. The Department reserves the right to restrict or remove the use of rolling slowdowns completely and unconditionally.**
- 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).**