### BRIDGE WEARING SURFACE REPLACEMENT

WIN 018944.00

Mill Pond Bridge #3843

Mercer

2017

**Updated** 11/15/15

#### STATE PROJECT

**MAINTENANCE & OPERATIONS** 

#### **BIDDING INSTRUCTIONS**

- 1. Use pen and ink to complete all paper Bids.
- 2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) a Bid Guaranty, f) the completed Contractor Information Sheet, and g) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ webbased service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
- 3. Include prices for all items in the Schedule of Items.
- 4. Bid Guaranty acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
  - c) an electronic bid bond submitted with an electronic bid.
- 5. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

WIN:

Town:

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express

Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <a href="http://www.maine.gov/mdot/mainedotdirections.htm">http://www.maine.gov/mdot/mainedotdirections.htm</a>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN: Town:

Name of Contractor:

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.

#### **NOTICE**

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: <a href="MDOT.contracts@maine.gov">MDOT.contracts@maine.gov</a>. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is <u>not</u> the same as providing an electronic bid to the Department. Electronic bids must be submitted via <a href="http://www.BIDX.com">http://www.BIDX.com</a>. For information on electronic bidding contact Robert Skehan at <a href="maine.gov">robert.skehan@maine.gov</a>, Rebecca Snowden at <a href="maine.gov">rebecca.snowden@maine.gov</a> or Diane Barnes at <a href="maine.gov">diane.barnes@maine.gov</a>.

#### STATE OF MAINE DEPARTMENT OF TRANSPORTATION Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT	
, of the City/Town of	and State of
as Principal, and	as Surety, a
Corporation duly organized under the laws of the State of	and having a usual place of
Business inand hereby hel	ld and firmly bound unto the Treasurer of
the State of Maine in the sum of, for	payment which Principal and Surety bind
themselves, their heirs, executers, administrators, successors	and assigns, jointly and severally.
The condition of this obligation is that the Principal has subr	mitted to the Maine Department of
Transportation, hereafter Department, a certain bid, attached	hereto and incorporated as a
part herein, to enter into a written contract for the construction	on of
and if	the Department shall accept said bid
and the Principal shall execute and deliver a contract in the f	form attached hereto (properly
completed in accordance with said bid) and shall furnish bon	nds for this faithful performance of
said contract, and for the payment of all persons performing	labor or furnishing material in
connection therewith, and shall in all other respects perform	the agreement created by the
acceptance of said bid, then this obligation shall be null and	void; otherwise it shall remain in full
force, and effect.	
Signed and sealed this	day of20
WITNESS:	PRINCIPAL:
	Ву
	Ву:
	Ву:
WITNESS	SURETY: By
	Ву:
	Name of Local Agency:

#### **NOTICE**

#### Bidders:

Please use the attached "Request for Information" form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI's may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to <a href="mailto:RFI-Contracts.MDOT@maine.gov">RFI-Contracts.MDOT@maine.gov</a>.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the "Request for Information" form and include the word "RFI" along with the Project name and Identification number in the subject line.

State of Maine	RFI No: _	
Department of Transportation		

#### REQUEST FOR INFORMATION

	<b>Date</b>	Time	
Information Reque	sted for:		
WIN(S):	Town(s):	Bid Date:	·
Request by:			
Company Name:		Phone:()	
Email:		Fax: ()	

Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

#### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

http://www.maine.gov/purchases/venbid/index.shtml

#### **CONTRACTOR INFORMATION**

Contractor Name:	
Mailing Address:	
Vendor Customer Number:	
Contact Information (Primary Contact):	
Phone:	Cell Phone:
Fax:	
Email:	
	<b>:</b>
The company has the following organizati	ional structure:
☐ Sole Proprietorship	☐ Limited Liability Company
☐ Partnership	☐ Joint Venture
☐ Corporation	☐ Other:
(Date)	(Signature)
	(Name and Title Printed)

#### STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Bridge Wearing Surface Replacement** in the town of **MERCER**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on February 8, 2017 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Bridge Construction, or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence

Description: WIN 018944.00

Location: In Somerset County, project is located on Route 2 in Mercer, Mill Pond Bridge #3843

Outline of Work: Remove and replace wearing surface and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <a href="http://www.maine.gov/mdot/contractors/">http://www.maine.gov/mdot/contractors/</a> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Gail Iler at (207) 624-3431, use electronic RFI form or email questions to <a href="https://refracts.mbot/maine.gov">RFI-Contracts.mbot/maine.gov</a>, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <a href="http://www.maine.gov/mdot/contractors/">http://www.maine.gov/mdot/contractors/</a>. Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in <a href="Bangor">Bangor</a>. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, <a href="Attn: Mailroom">Attn: Mailroom</a>, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <a href="http://www.maine.gov/mdot/contractors/publications/">http://www.maine.gov/mdot/contractors/publications/</a>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine January 18, 2017

> JOHN E. BUXTON BRIDGE MAINTENANCE ENGINEER BUREAU OF MAINTENANCE & OPERATIONS

- ) l Z. Bulle

MERCER WIN: 18944.00 April 14, 2011 Supersedes August 3, 2004

#### SPECIAL PROVISION 102.7.3 ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <a href="http://www.maine.gov/mdot/contractors/">http://www.maine.gov/mdot/contractors/</a>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

	CONTRACTOR
Date	Signature of authorized representative
	(Name and Title Printed)

#### **Maine Department of Transportation**

#### **Proposal Schedule of Items**

Page 1 of 2

**Proposal ID:** 018944.00 **Project(s):** 018944.00

**SECTION**: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor:

Proposal			Unit Price	Bid Amount
Line Number	Item ID  Description	Approximate Quantity and Units	Dollars Cents	Dollars Cents
0010	202.202 REMOVING PAVEMENT SURFACE	335.000 SY	!	!
0020	202.30 REMOVING EXISTING CONCRETE WEARING SURFACE	LUMP SUM	LUMP SUM	
0030	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	27.000 T	<u>!</u>	!
0040	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	5.000 T	<u>!</u>	!
0050	409.15 BITUMINOUS TACK COAT - APPLIED	12.000 G	<u> </u>	!
0060	502.25 STRUCTURAL CONCRETE SUPERSTRUCTURE SLABS	LUMP SUM	LUMP SUM	!
0070	503.121 REINFORCING STEEL, FABRICATED & DELIVERED	LUMP SUM	LUMP SUM	!
0800	503.131 REINFORCING STEEL, PLACING	LUMP SUM	LUMPSUM	!
0090	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM	!
0100	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP SUM	!
0110	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN.	95.000 SF	!	<u> </u>

1/11/2017

#### **Maine Department of Transportation**

#### **Proposal Schedule of Items**

Page 2 of 2

<b>Proposal ID:</b> 018944.00		<b>Project(s):</b> 018944.00
SECTION: 1	INITIAL GROUP	
Alt Set ID:	Alt Mbr ID:	
Contractor:		

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount
Number	Description	Quantity and Units	Dollars Cents	Dollars Cents
0120	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN.	95.000 SF	!	!
0130	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN.	55.000 SF	<u></u> j	!
0140	612.06 BITUMINOUS SEALING - BLACK	14.000 SY	!	!
0150	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	362.000 LF	<u></u> j	!
0160	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP SUM	LUMPSUM	!
0170	652.39 WORK ZONE TRAFFIC CONTROL	LUMP SUM	LUMPSUM	!
0180	659.10 MOBILIZATION	LUMP SUM	LUMP SUM	<u> </u>

	LUMP SUM	LUMP <sup>I</sup> SUM	
Section: 1		Total:	!
		Total Bid:	<u> </u>

#### **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the St	ate of Maine,
acting through and by its Department of Transportation (Department), an ag	gency of state
government with its principal administrative offices located at Child Street, Au	ugusta, Maine,
with a mailing address at 16 State House Station, Augusta, Maine 043	33-0016, and
	(Contractor)
a corporation or other legal entity organized under the laws of the State of its principal place of business located at	, with
	·

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, <u>WIN 018944.00</u> for the <u>Bridge Wearing Surface Replacement on Bridge # 3843</u> in the town of <u>Mercer</u>, County of <u>Somerset</u>, 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 **August 12, 2017.** 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	n the Schedule of Items of the Bid Package will be used as the
basis for determining t	he original Contract amount and for determining the amounts or
the required Performan of this offer is	ace Surety Bond and Payment Surety Bond, and that the amoun
\$	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 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: <u>WIN 018944.00</u> for the <u>Bridge Wearing Surface Replacement on Bridge # 3843</u> in the towns of <u>Mercer</u>, County of <u>Somerset</u>, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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	
	Witness	(Name and Title Printed)

#### **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
	(Contractor)
a corporation or other legal entity organized under the laws of the State of its principal place of business located at	, with

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, <u>WIN 018944.00</u> for the <u>Bridge Wearing Surface Replacement on Bridge # 3843</u> in the town of <u>Mercer</u>, County of <u>Somerset</u>, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

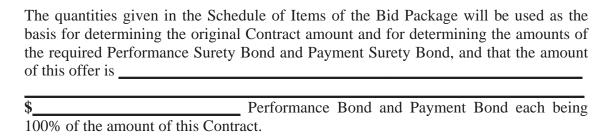
The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion 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 **August 12, 2017.** 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.



#### 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 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: <u>WIN 018944.00</u> for the <u>Bridge Wearing Surface Replacement on Bridge # 3843</u> in the towns of <u>Mercer</u>, County of <u>Somerset</u>, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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	
	Witness	(Name and Title Printed)

#### 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 (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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, PD No.1224.00, for the Hot Mix Asphalt Overlay in the town/dity of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other includental 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 15, 2006.** 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 \_\_\_\_(Place bid here in alphabetical form such as One Hundred and

Two dollars and 10 cents)

\$\_ (repeat bid here in numerical terms, such as \$102.10)\_

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, 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 Appendix A to Division 100 of the Standard Specifications November 2014 Edition (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, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

#### PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay

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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fith: 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 Contra	actor, for itself, its successors and assigns, hereby
execute two duplicate originals of this A	Agreement and thereby binds itself to all covenants,
terms, and obligations contained in the C	Contract Documents \
	CONTRACTOR
(Date Here)	(Sign Here) (Sign ture of Legally Authorized Representative
Date (Witness Sign Here)	of the Contractor)  (Print Name Here)
G. Award.	(Name and Title Printed)
Your offer is hereby accepted. documents referenced herein.	This award consummates the Contract, and the
	MAINE DEPARTMENT OF TRANSPORTATION
Date	Dry David Parnhardt Commissioner
Date	By: David Bernhardt, Commissioner
(Witness)	

BOND#	

#### CONTRACT PERFORMANCE BOND

(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS	S: That
	, as principal
and	
a corporation duly organized under the law	es of the State of and having a
usual place of business	
as Surety, are held and firmly bound unto	the Treasurer of the State of Maine in the sum
of	and 00/100 Dollars (\$
to be paid said Treasurer of the State of	Maine or his successors in office, for which
payment well and truly to be made, Prince	ipal and Surety bind themselves, their heirs
executors and administrators, successors	and assigns, jointly and severally by these
presents.	
The condition of this obligation is such the	at if the Principal designated as Contractor in
	ber in the Municipality of
	faithfully performs the Contract, then this
obligation shall be null and void; otherwise	
obligation shall be half and void, otherwise	it shair remain in run rorce and effect.
The Surety hereby waives notice of any alte	eration or extension of time made by the State
of Maine.	
Signed and social this	. day of, 20
Signed and sealed this	. day 01, 20
WITNESSES:	SIGNATURES:
WITHESSES.	CONTRACTOR:
Signature	
_	Print Name Legibly
Time readile Degiony	SURETY:
Signature	
_	Print Name Legibly
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
	ADDRESS

#### CONTRACT PAYMENT BOND

(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS	S: That
in the State	of, as principal,
and	
a corporation duly organized under the laws	s of the State of and having a
<del>-</del>	,
as Surety, are held and firmly bound unto t	he Treasurer of the State of Maine for the use
	ein below defined, in the sum of
	and 00/100 Dollars (\$
administrators, successors and assigns, joint	ety bind themselves, their heirs, executors and tly and severally by these presents.
The condition of this obligation is such that	at if the Principal designated as Contractor in
the Contract to construct Project Numb	ber in the Municipality of
	tisfies all claims and demands incurred for all
labor and material, used or required by him	in connection with the work contemplated by
said Contract, and fully reimburses the o	bligee for all outlay and expense which the
obligee may incur in making good any defa	ult of said Principal, then this obligation shall
be null and void; otherwise it shall remain in	n full force and effect.
A claimant is defined as one having a contract of the state of the sta	direct contract with the Principal or with a
	terial or both, used or reasonably required for
use in the performance of the contract.	, , , , , , , , , , , , , , , , , ,
_	y of, 20
WITNESS:	SIGNATURES:
G.	CONTRACTOR:
=	D' (N 1 71
Print Name Legibly	Print Name Legibly
Signatura	SURETY:
Signature  Print Name Legibly	Print Name Legibly
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
SURETT ADDRESS.	ADDRESS
	ADDRESS
TELEPHONE	
	viii

#### THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

State of Maine Department of Labor Bureau of Labor Standards Technical Services Division Augusta, Maine 04333-0045 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----18944.00 Mercer Wearing Surface Replacement

Location of Project - Mercer, Somerset County

2017 Fair Minimum Wage Rates Heavy & Bridge Somerset County

Overview Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Occupation Title Backhoe Loader Operator	\$18.25	\$2.36	\$20.61	Ironworker - Ornamental	\$18.50	\$6.42	\$24.92
Boilermaker	\$20.88	\$8.35	\$29.23	Ironworker - Reinforcing	\$25.75	\$5.37	\$31.12
Boom Truck (Truck Crane) Operator	\$23.13	\$9.40	\$32.53	Ironworker - Structural	\$22.00	\$6.26	\$28.26
Bricklayer	\$23.09	\$2.65	\$25.74	Laborers (Incl, Helpers & Tenders)	\$17.00	\$1.08	\$18.08
Bulldozer Operator	\$20.55	\$3.83	\$24.38	Laborer - Skilled	\$19.96	\$4.88	\$24.84
Carpenter	\$21.00	\$5.12	\$26.12	Line Erector - Power/Cable Splicer	\$22.71	\$5.96	\$28.67
Carpenter - Rough	\$17.25	\$5.50	\$22.75	Loader Operator - Front-End	\$19.00	\$4.00	\$23.00
Cement Mason/Finisher	\$16.78	\$1.15	\$17.93	Mechanic- Maintenance	\$21.25	\$5.81	\$27.06
Communication Equip Installer	\$17.00	\$4.62	\$21.62	Mechanic- Refrigeration	\$22.83	\$4.22	\$27.05
Comm Transmission Erector- Microwave & Cell	\$21.25	\$3.02	\$24.27	Millwright	\$28.00	\$17.77	\$45.77
Crane Operator <15 Tons	\$19.50	\$7.23	\$26.73	Painter	\$18.00	\$5.33	\$23.33
Crane Operator =>15 Tons)	\$25.00	\$7.29	\$32.29	Paver Operator	\$19.25	\$1.45	\$20.70
Crusher Plant Operator	\$18.00	\$2.91	\$20.91	Pile Driver Operator	\$30.00	\$6.96	\$36.96
Diver	\$21.00	\$6.83	\$27.83	Pipe/Steam/Sprinkler Fitter	\$26.00	\$3.29	\$29.29
Driller - Rock	\$23.00	\$8.27	\$31.27	Pipelayer	\$20.00	\$2.85	\$22.85
Earth Auger Operator	\$22.97	\$5.41	\$28.38	Rigger	\$20.50	\$4.74	\$25.24
Electrician - Licensed	\$24.00	\$5,59	\$29.59	Roller Operator - Earth	\$18.01	\$0.39	\$18.40
Electrician Helper/Cable Puller (Licensed)	\$16.00	\$4.93	\$20.93	Roller Operator - Pavement	\$18.75	\$4.65	\$23.40
Excavator Operator	\$21.00	\$4.90	\$25.90	Sand/Water Blaster	\$14.25	\$5.70	\$19.95
Fence Setter	\$14.75	\$0.00	\$14.75	Truck Driver - Light	\$16.00	\$1.00	\$17.00
Grader/Scraper Operator	\$17.50	\$2.11	\$19.61	Truck Driver - Heavy	\$16.88	\$1.57	\$18.45
Hot Top Plant Operator	\$22,50	\$6.09	\$28.59	Truck Driver - Tractor Trailer	\$20.00	\$5.46	\$25.46

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.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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 with the Secretary of State.

Determination No:

HB-007-2017

Filing Date:

January 6, 2017

Expiration Date:

12-31-2017

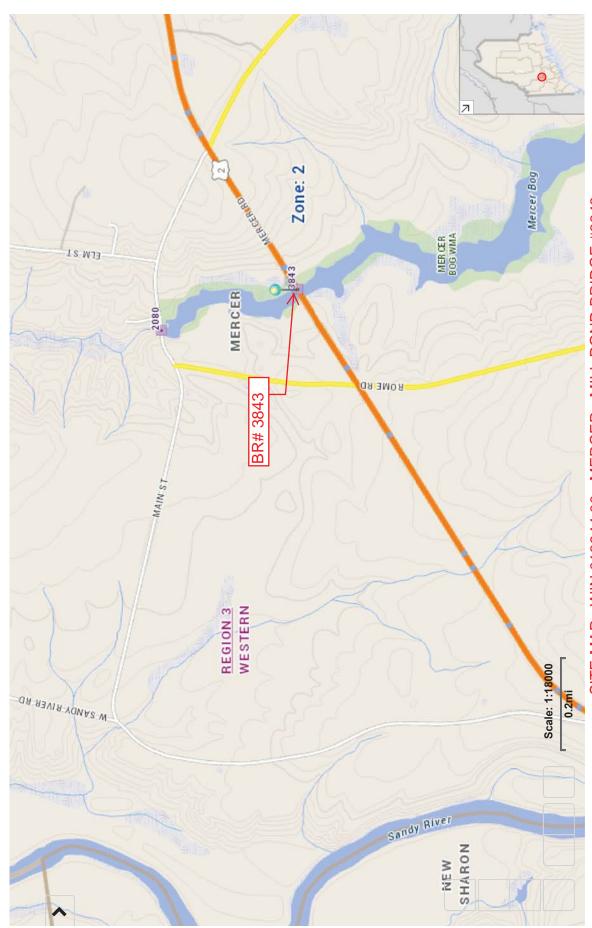
A true copy

Pamela D. Megathlin

Director

**Bureau of Labor Standards** 

BLS(Heavy & Bridge Somerset)



Maine DOT Map Viewer

SITE MAP - WIN 018944.00 - MERCER - MILL POND BRIDGE #3843

# DEPARTMENT OF TRANSPORTATION



# MERCER SOMERSET COUNTY MILL POND BRIDGE

Design Stresses - f y 60,000 psi

OVER BOG STREAM

Class A-

Design Stresses - £c = 4,350 psi

Concrete: Thicken Deck

PROJECT LENGTH: 0.02 MILES

SCOPE: WEARING SURFACE

REPLACEMENT

		STATE	OF MAINE	
TRAFFIC DATA		DE PARTMENT OF	DEPARTMENT OF TRANSPORTATION	_
CURRENT (2015) AADT	SIGNATURE	APPROVED	DATE	(a)
9% HEAVY TRUCKS (AADT)	P.E.NUMBER	COMMISSIONER		
% HEAVY I RUCKS (DHV)				
18-KIP F OUIVALENT P 2.51040	DATE	CHIEF ENGINEER		
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	MERCER	1	SHEET NUMB	ER

DEPARTMENT OF TRANSPORTATION  WIN 018944.00 - BRIDGE #3843  TITLE SHEET
MERCER MILL POND BRIDGE TITLE SHEET

1 OF 4

- Under item 202.30 remove the existing variable depth structural concrete wearing surface and all associated wearing surface reinforcing steel, between the curbs, for the entire length of the bridge deck, approximately  $20^{\circ} 6^{\circ}$  long and  $30^{\circ} 8^{\circ}$  wide.
- The as-built plans from 1996 indicate that the existing concrete wearing surface was placed at a 4 3/7 depth at the curb line, as opposed to the designed depth of 3", with a grade of 1/2" per foot towards the centerline resulting in approximately 8 1/2" depth at centerline. If this is found to be accurate after the removal of the existing concrete wearing surface and associated reinforcing steel, then a thin concrete slab will be placed on top of the deck prior to placing the new bituminous wearing surface. The thin concrete slab will be 2 1/4" thick at the curb line and will have a 1/4" per foot grade to the centerline with a depth at centerline of 6", # 3 (3/8" diameter) reinforcing steel placed at 12" on center both transversely and longitudinally will be included in the concrete slab. Repair of any deteriorated areas of concrete deck will be incorporated into this thin concrete slab placement. d
- Under item 518.60 "Repair of Vertical Surfaces < 7.9"", repair the concrete rail as indicated on the plans. mi
- Install high performance waterproofing membrane on thickened deck slab. 4
- Under item 202.202 remove approximately 50 feet length of pavement on both ends of bridge to a depth of 1 11 approximately the width of the bridge curb to curb or as agreed to with the Resident. ó
- Under item 409.15 apply bituminous tack coat to waterproofing membrane and milled pavement on approaches prior to paving. ø
- Under item 403.2081 pave 1 1/2" of 12.5 MM polymer modified, hot mix asphalt over the waterproofing membrane on the bridge.
- Under item 403.2081 pave 1 1/2 of 12.5 MM polymer modified hot mix asphalt starting on one end of the approaches and carry the pavement over that approach, over the first 1 1/2" layer of pavement on the waterproofing membrane on the bridge and over the approach on the other end of the bridge. ø
- Under item 612.06 bituminous sealing black, extend the sealing out 3' from the curb. 6
- 10. Under item 627.733 The Contractor will place a dashed stripe of 4" yellow painted pavement marking line on Centerline of bridge and approaches that have new pavement. White painted pavement marking lines will be placed on outside edge of travel lanes on both sides of road over bridge and new pavement on approaches.
- Inspections by Maine Dot will not be continuous but will be done at key points to be determined by the Department. The Contractor shall plan operations so that the Department will have sufficient a dvance notification of daily work schedules to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours, unless otherwise a greed by the Department

# DEPARTMENT OF TRANSPORTATION STATE OF MAINE

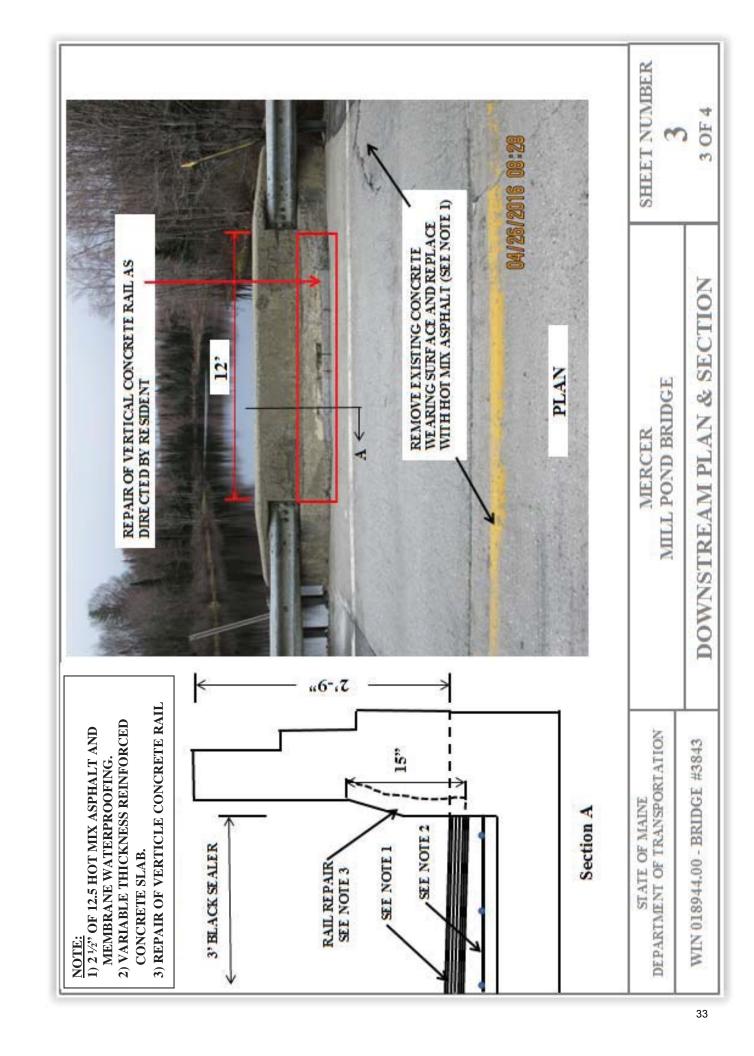
WIN 018944.00 - BRIDGE #3843

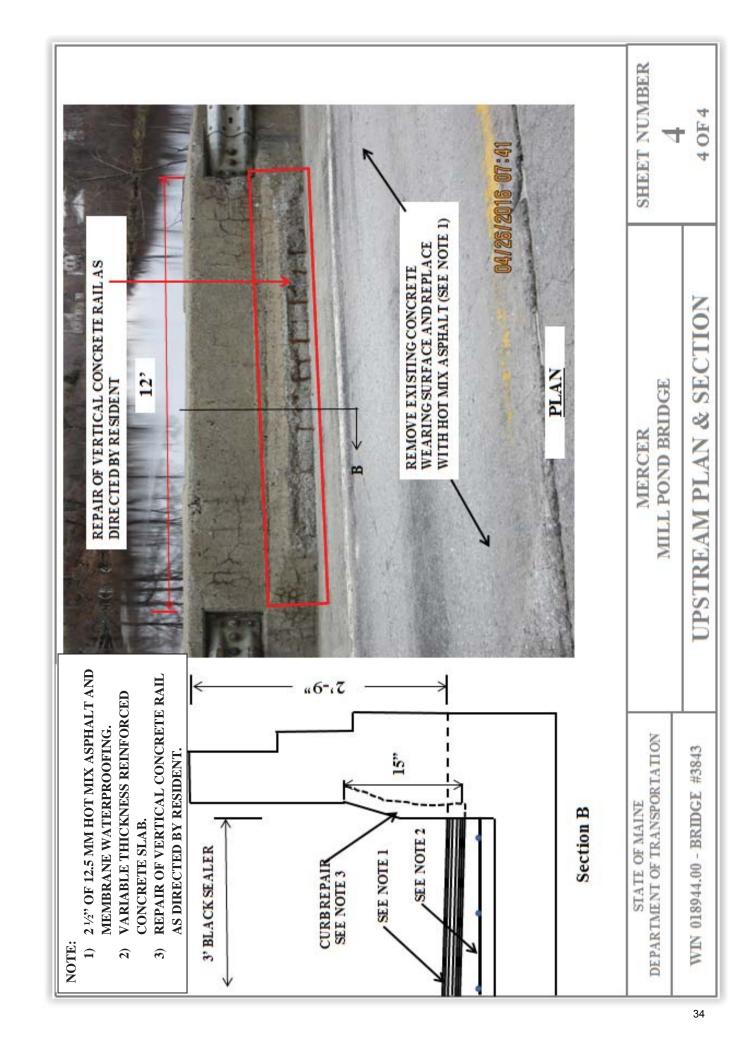
# CONSTRUCTION NOTES

MILL POND BRIDGE MERCER

# SHEET NUMBER

## 2 OF 4





Mercer WIN: 018944.00 Bridge Wearing Surface Replacement January 6, 2017

#### **GENERAL NOTES**

- 1. On Mill Pond Bridge # 3843 in Mercer the Contractor shall remove the variable depth Structural Concrete Wearing Surface under Item 202.30 Removing Existing Concrete Wearing Surface as per the plan notes, this work shall include removal of all wearing surface reinforcing steel. Lengths and widths may be adjusted slightly by the Department to fit field conditions. Extreme care shall be taken to avoid damaging the existing concrete deck to remain. All existing concrete deck to remain which is damaged by the Contractor due to <a href="mailto:negligence">negligence</a> shall be replaced by the Contractor at the expense of the Contractor.
- 2. On Mill Pond Bridge # 3843 the Contractor shall mill the top of bituminous pavement for 50 feet of the approaches on both ends of the bridge at a depth as per the plan notes. Lengths and widths may be adjusted slightly by the State to fit field conditions.
- 3. The Contractor shall provide all traffic control.
- 4. The Contractor shall stripe the project location for the Mill Pond Bridge # 3843.
- 5. All excess pavement and millings shall become the property of the Contractor. All existing materials not reused on the project and waste material not used on the project shall be disposed of by the Contractor in accordance with all federal, State, and local laws. Waste may be placed in waste areas meeting the requirements of Standard Specification Section 203.06.

Mercer WIN: 018944.00 Bridge Wearing Surface Replacement December 27, 2016

# SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES (Wage Rates)

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State project.

The State wage rates enclosed apply to this

Mercer WIN: 018944.00 Bridge Wearing Surface Replacement January 9, 2017

# SPECIAL PROVISION <u>SECTION 105</u> GENERAL SCOPE OF WORK (Limitations of Operations)

- 1. A preconstruction meeting must be held prior to any work being started.
- 2. The Contractor's traffic control plan must be operationally effective, complete and in conformity with Federal requirements, Contract provisions, the current edition of the MUTCD, and Department policy and procedures as determined by the Department prior to beginning work.
- 3. The Contractor will work in lane closures with two way traffic when possible and alternating two way traffic when not possible.
- 4. Any temporary traffic signals used shall be actuated and set with a timing plan to optimize mobility during the AM and PM peak hours of travel.
- 5. The Contractor will be allowed to run traffic on milled surfaces no more than 5 calendar days. Everyday above and beyond the 5 days, the Contractor will be charged supplemental liquidated damages in the amount of \$1,000 per day.

Mercer WIN: 018944.00 Bridge Wearing Surface Replacement January 9, 2017

# SPECIAL PROVISION <u>SECTION 107</u> TIME (Contract Time)

- 1. The Contractor shall be allowed to commence Work provided that all required plans/submittals have been received and determined to be acceptable by the Department, and a preconstruction meeting has been held.
- 2. The specified Contract Completion Date is **August 12, 2017**.
- 3. Once operations commence, for every weekday not worked the Contractor will be charged Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

# SPECIAL PROVISIONS <u>SECTION 202</u> REMOVING STRUCTURES AND OBSTRUCTIONS

(Removing Pavement Surface)

The November 2014 Revision of the Standard Specifications, Section <u>202-Removing</u> <u>Structures and Obstructions</u>, subsection <u>202.061-Removing Pavement Surface</u>, has been removed and replaced in it's entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade by the use of an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a grade wire, or from the existing pavement surface using a 30 foot minimum contact ski (floating beam), or 24 foot non-contact grade control beam.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the planing or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding 1/2 inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed 3/8 inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

On highways or expressways with directional traffic, the Contractor will be required to remove the pavement surface on the adjacent sections of travel lane and designated portions of adjacent shoulder before the end of the following calendar day unless the centerline edge is tapered to a 12:1. Failure to remove the centerline vertical edge by milling, using the approved taper, or matching the adjacent course the following day will constitute a traffic control violation unless an excusable delay is granted by the Department. The Contractor will be required to remove the specified pavement course over the full width of the mainline traveled ways prior to opening the sections to weekend or holiday traffic.

On roadways with two-way traffic, the Contractor will be required to remove the specified pavement course over the full width of the mainline traveled ways prior to opening the sections to weekend or holiday traffic.

During any period that a centerline vertical or tapered edge exists, the Contractor will be responsible for installing additional warning signage that clearly defines the centerline vertical or tapered edge and elevation differential hazard, as well as additional centerline delineation such as double RPM application, or temporary painted line. The Traffic Control Plan shall include the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of the effected roadway section. All additional signing, labor, traffic control devices, or incidentals will not be paid for directly, but will be considered incidental to the appropriate 652 bid items.

When pavement milling operations leave a 2 inch or less exposed vertical face at the edge of the traveled way, RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when pavement milling operations leave an exposed vertical face at the edge of travelway.

When pavement milling operations on directional or bi-directional traffic roadways leave an exposed vertical face greater than 2 inches at the edge of the traveled way the edge shall be either;

- 1. Be tapered to a zero edge by means of milling a 12:1 transition from the edge of traveled way onto the shoulder before opening the lane to traffic. Tapers shall be removed to form a vertical edge prior to the placement of the new pavement course. No additional payment will be made for tapers, or taper removal.
- 2. Have an additional 2 feet of pavement shall be removed from the shoulder to eliminate the vertical edge at the edge of travelway before opening the lane to traffic. Payment will be made under the pavement removal item.
- 3. A pavement layer will be placed to reduce the vertical edge to 2 inch or less before opening the lane to traffic.

As a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. When pavement milling is extended into the shoulder (including milled tapers), appropriate channelization devices shall be placed 2 feet outside the edge of the vertical face at intervals not exceeding 600 feet, and RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when any pavement milling operations leaves an exposed uneven pavement surface.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic. Any issues that arise **up to** 7 calendar days after being milled will be the responsibility of the MaineDOT unless otherwise noted in <u>Special Provision Section 105</u> – <u>Limitations Of Operations</u>. Issues that arise after 7 calendar days will be the responsibility of the Contractor unless otherwise noted in <u>Special Provision Section 105</u> – <u>Limitations Of Operations</u>.

# SPECIAL PROVISION SECTION 403 HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of	Total Thick	No. Of Layers	Comp. Notes
			Mix			
			Bridge D	<u>eck</u>		
Wearing	12.5 mm	403.2081	N/A	1 1/4"	1	1,2,4,10,11,17
Base	12.5 mm	403.2131	N/A	1 1/4"	1	1,2,4,10,11,17
Mill and Fill Travel Way, Shoulders						
			Approach .	<u>Areas</u>		
Wearing	12.5 mm	403.2081	N/A	1 1/4"	1	1,2,4,10,11,17

#### **COMPLEMENTARY NOTES**

- 1. The required PGAB for this mixture will meet a **PG 64E-28** grading
- 2. The density requirements are waived. In addition, the use of an oscillating steel roller shall be required to compact all HMA pavements placed on <u>bridge decks</u>.
- The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at <u>50</u> gyrations.
- 10. Section 106.6 Acceptance, (2) Method D. One sample will be taken from the paver hopper or the truck body per 250 ton, per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 8 below, the Department will pay the contract unit price.

TABLE 8

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5

If the test results for each **250** ton increment are outside these limits the following deductions (Table 8B) shall apply to the HMA quantity represented by the test. A second consecutive failing test shall result in cessation of production.

**TABLE 8B** 

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%

- 11. The combined aggregate gradation required for this item shall be classified as a 12.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
- 17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a 10 ton oscillating, 12 ton pneumatic, and a 10 ton finish roller for roadway work. Density testing of the mixture will be performed by the OCT using a density meter (according to ASTM D 2950). The mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remaining mixture shall be compacted to a minimum density of 95% of the target density as determined in the control section. The Contractor shall make density test results, including randomly sampled densities, available to the Department's representative onsite. Summaries of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the end of the working day. An approved release agent is required to ensure the mixture dose 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. The Department may require cores for informational purposes.

#### Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement and corrugated deck panels at a rate of approximately 0.025 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 / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

# SPECIAL PROVISION <u>SECTION 652</u> MAINTENANCE OF TRAFFIC

(Traffic Control)

#### 652.7 Method of Measurement. This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

#### 652.8 Basis of Payment. This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

Payment will be made under:

Pay Item 652.39 Work Zone Traffic Control Pay Unit Lump Sum

# SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road work Next x Miles Road work 500 Feet End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx <sup>1</sup> One Lane Road Ahead Flagger Sign

Other typical signs include:

Be Prepared to Stop Low Shoulder Bump Payement Ends

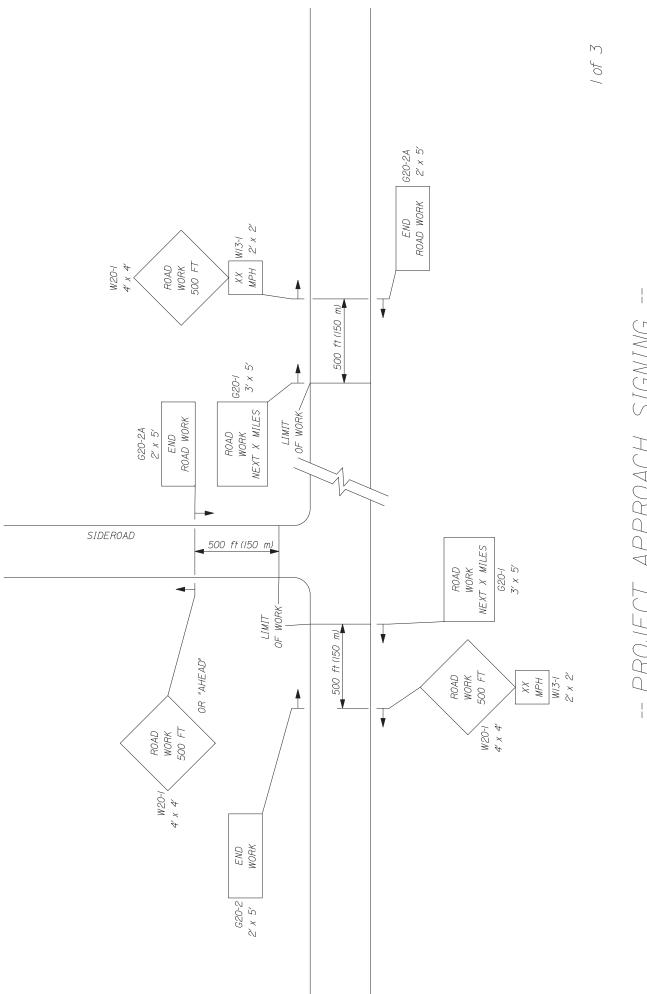
The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. To encourage quality paving in warm-weather conditions, the length can be extended to 4,000 ft depending on the traffic impacts. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

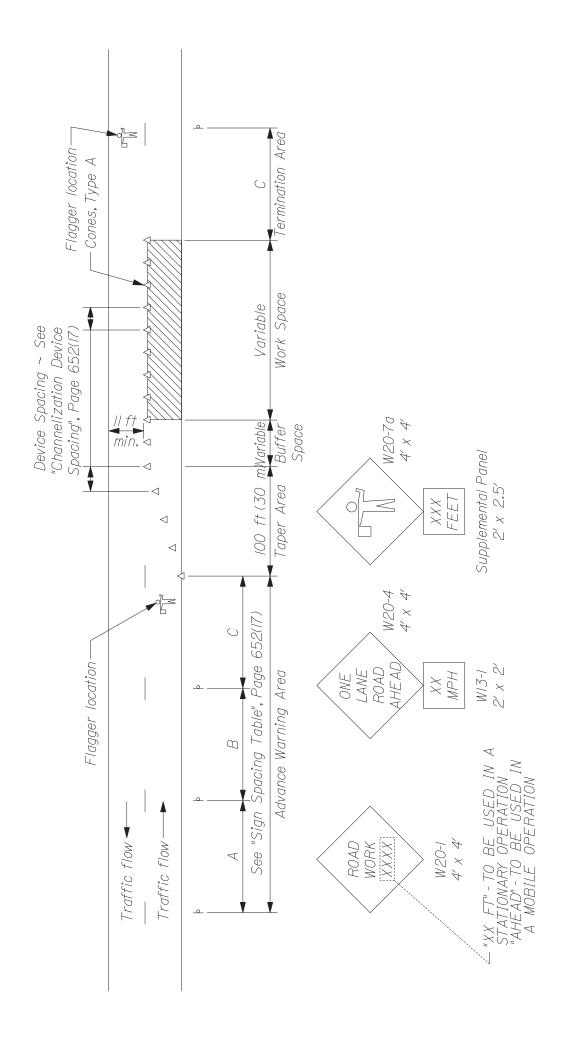
<u>Temporary Centerline</u> A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

<sup>&</sup>lt;sup>1</sup> "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



-- PROJECT APPROACH SIGNING --TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Fc A mi	100 ft (30 m) maximum 100 ft (30 m) per lane	One-Lane, Two-Way Traffic Taper 100 ft (30 m) maximum  Downstream Taper 100 ft (30 m) per lane
 	at least 0.33L	Shoulder Taper
Fors	at least 0.5L	Shifting Taper
=	at least L	Merging Taper
Fors	TAPER LENGTH (L)*	TYPE OF TAPER

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speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60}$$
  $(L = \frac{WS^2}{155})$ 

speed limits of 45 mph (70 km/h) or greater:

$$\frac{1}{2}$$
  $\frac{1}{2}$   $\frac{1}$ 

WS  $(L = \frac{WS}{1.6})$ cormulas for L are as follows:

ninimum of 5 channelization devices shall be used in the taper.

# CHANNELIZATION DEVICE SPACING

when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph tangent channelization.

SIGN SPACING TABLE	NG TABLE		
Carl bood	Distano	Distance Between Signs**	gns**
Soad Lybe	∢	В	ပ
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

# GENERAL NOTES;

1. Final placement of signs and field conditions as approved by devices may be changed to fit the Resident.

\*\*Distances are shown in feet (meters).

# SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Length (feet) Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	99	495

Speed (mph)	Length (feet)	Length (feet) Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	20	425
35	250	55	495

# SPECIAL PROVISIONS ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

#### SPECIAL PROVISION SECTION 101 CONTRACT INTERPRETATION

101.2 Definitions Add the following:

<u>MaineDOT</u> The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

#### SPECIAL PROVISION SECTION 102 BIDDING

<u>102.11.1 Non-curable Bid Defects</u> E. Delete the entire section 102.11.1 E and replace with the following:

- (1) "The unit price and bid amount is not provided if the item quantity is not one or lump sum, or
- (2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
- (3) the lump sum contract price is not provided or
- (4) the unit price, bid amount or lump sum price is illegible as determined by the Department."

#### 102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive."

#### SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

<u>103.5.4 Execution of Contract By Bidder</u> Delete the entire section and replace with the following:

"The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the bonds, insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."

#### STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at: <a href="http://maine.gov/mdot/contractors/publications/standarddetail/">http://maine.gov/mdot/contractors/publications/standarddetail/</a>

Detail #	<u>Description</u>	<b>Revision Date</b>
501(02)	Pipe Pile Splice	3/05/2015
501(03)	H – Pile Splice	3/05/2015
504(07)	Diaphragm & Crossframe Notes	10/13/2015
505(01)	Shear Connectors	10/24/2016
507(13)	Steel Bridge Railing	6/03/2015
507(14)	Steel Bridge Railing	6/03/2015
507(31)	Barrier - Mounted Steel Bridge	8/06/2015
526(02)	Temporary Concrete Barrier	8/06/2015
652(06)	Construction Signs	10/24/2016
652(12)	Construction Traffic Control	10/24/2016

Page 1 of 1 50

#### SUPPLEMENTAL SPECIFICATIONS

(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

#### SECTION 101 CONTRACT INTERPRETATION

#### 101.2 Definitions

Page 1-5 – Remove the definition of <u>Bridge</u> in its entirety and replace with:

<u>"Bridge</u> A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches."

Page 1-12 – Remove the definition of <u>Large Culvert</u> in its entirety and replace with:

"<u>Large Culvert</u> Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet."

Remove the definition of Minor Span in its entirety and replace with:

"Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive."

# SECTION 104 GENERAL RIGHTS AND RESPONSIBILITES

This Section shall be amended by adding the following sub-section:

104.3.8.1 Electronic Payroll Submission On federally funded projects, the prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <a href="http://www.maine.gov/mdot/contractors/">http://www.maine.gov/mdot/contractors/</a> under the "Notices!" Electronic Payroll System Training & Implementation dated 10/4/2013.

104.4.10 Coordination of Road Closure / Bridge Closure / Bridge Width Restrictions
Revise the last sentence by adding a period after 'Resident'; remove the "and" after Resident; and adding "not covered by Pay Items" between 'costs' and 'will'. So that the last paragraph reads "All Newspaper notices, radio announcements and any notifications will be subject to the approval of the Resident. All costs not covered by Pay Items will be considered incidental to the Contract."

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

C. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

#### SECTION 105 GENERAL SCOPE OF WORK

105.2.5 Compliance with Health and Safety Laws Remove the second paragraph of this subsection in its entirety and replace with:

"For related provisions, see Sections 105.2.3 – Project Specific Emergency Planning, 105.3 – Traffic Control and Management and 105.4 – Maintenance of work."

105.4.5 Special Detours Remove this subsection in its entirety and replace with: "105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours, prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others."

105.6.2.4 Department Verification Add the following to the end of the first sentence: "or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department."

SECTION 106 QUALITY 106.4.1 General - In the first sentence, remove "When required by Special Provision," and replace with "When required elsewhere in the Contract,"

#### SECTION 108 PAYMENT

 $\underline{108.3 \; \text{Retainage}}$  - Remove the paragraph beginning with "The Contractor may withdraw..."

#### 108.4.1 Price Adjustment for Hot Mix Asphalt:

Remove this section in its entirety and replace with the following

For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

Item 403.102	Hot Mix Asphalt – Special Areas
Item 403.206	Hot Mix Asphalt - 25 mm
Item 403.207	Hot Mix Asphalt - 19 mm
Item 403.2071	Hot Mix Asphalt - 19 mm (Polymer Modified)
Item 403.2072	Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
Item 403.208	Hot Mix Asphalt - 12.5 mm
Item 403.2081	Hot Mix Asphalt - 12.5 mm (Polymer Modified)
Item 403.209	Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210	Hot Mix Asphalt - 9.5 mm
Item 403.2101	Hot Mix Asphalt - 9.5 mm (Polymer Modified)
Item 403.2102	Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)
Item 403.2104	Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)
Item 403.21041	Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface
<b>Treatment</b> )	·
Item 403.211	Hot Mix Asphalt – Shim
Item 403.2111	Hot Mix Asphalt – Shim (Polymer Modified)
Item 403.212	Hot Mix Asphalt - 4.75 mm (Shim)
Item 403.213	Hot Mix Asphalt - 12.5 mm (base and intermediate course)
Item 403.2131	Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer
Modified)	
Item 403.2132	Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate
course)	
Item 403.214	Hot Mix Asphalt - 4.75 mm (Surface)
Item 403.235	Hot Mix Asphalt (High Performance Rubberized HMA)
Item 403.301	Hot Mix Asphalt (Asphalt Rubber Gap-Graded)
Item 404.70	Colored Hot Mix Asphalt – 9.5mm (Surface)
Item 404.72	Colored Hot Mix Asphalt - 9.5mm (Islands, sidewalks, &
incidentals)	
Item 461.13	Light Capital Pavement
Item 461.210	9.5 mm HMA - Paver Placed Surface
Item 462.30	Ultra-Thin Bonded Wearing Course

#### Item 462.301 Polymer Modified Ultra-Thin Bonded Wearing Course

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.102–6.2% Item 403.206-4.8% Item 403.207-5.2% Item 403.2071-5.2% Item 403.2072–5.8% Item 403.208-5.6% Item 403.2081–5.6% Item 403.209-6.2% Item 403.210-6.2% Item 403.2101-6.2% Item 403.2102-6.8% Item 403.2104-6.2% Item 403.21041-6.2% Item 403.211-6.2% Item 403.2111-6.2% Item 403.212-6.8% Item 403.213-5.6% Item 403.2131-5.6% Item 403.2132-6.2% Item 403.214–6.8% Item 403.235-5.5% Item 403.301–6.2% Item 404.70–6.2% Item 404.72-6.2% Item 461.13-6.5% Item 461.210 - 6.4% Item 462.30-0.0021 tons/SY Item 462.301-0.0021 tons/SY

<u>Hot Mix Asphalt</u>: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

<u>Base Price</u>: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.

<u>Period Price</u>: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price (Excluding the Connecticut market area), listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

#### SECTION 109 CHANGES

109.5.1 Definitions - Types of Delays

Delete Paragraph 'A' in its entirety and replace with:

"A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event."

#### APPENDIX A TO DIVISION 100

Remove Section D in its entirety as this is now covered in Section 105.10 <u>EQUAL</u> OPPORTUNITY AND CIVIL RIGHTS.

#### SECTION 203 EXCAVATION AND EMBANKMENT

203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

Crushed Stone, <sup>3</sup>/<sub>4</sub> inch 703.13

#### 203.042 Rock Excavation and Blasting

On page 2-16, add the word "**No**" to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:

"No blasting products will be allowed on the job site if the date codes are missing."

### SECTION 304 AGGREGATE BASE AND SUBBASE COURSE

#### 304.02 Aggregate

Remove the sentence "Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table" in its entirety and the table that follows it with headings of 'Material' and 'Aggregate Type'.

304.02 – Aggregate Add the following sentence before the sentence starting with "When designated on the plans...": "Aggregate Base Course – Type C will be capped with 2" of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16"

#### SECTION 307 FULL DEPTH RECYCLED PAVEMENT

Remove this Section in its entirety and replace with:

#### SECTION 307 FULL DEPTH RECYCLING (UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)

<u>307.01 Description</u> This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

#### **MATERIALS**

<u>307.02 Pulverized Material</u> Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

307.021 New Aggregate and Additional Recycled Material New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

<u>307.022</u> Emulsified Asphalt Stabilizer. If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

<u>307.023 Water</u> Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

**307.024 Portland Cement** If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

307.025 Hydrated Lime AASHTO M216.

If required, Hydrated Lime shall meet the requirements of

#### **EQUIPMENT**

307.03 Pulverizer The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

<u>307.04 Liquid Mixer Unit or Distributor</u>. If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd² with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/yd². Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

<u>307.041</u> Cement or Lime Spreader If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to

insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

<u>307.05 Placement Equipment</u> Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

<u>307.06 Rollers</u> The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 inch<sup>2</sup>, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

#### **MIX DESIGN**

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

- 1. Percent of emulsified asphalt to be used.
- 2. Quantity of lime or cement to be added.
- 3. Optimum moisture content for proper compaction.
- 4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

#### **CONSTRUCTION REQUIREMENTS**

<u>307.06 Pulverizing</u> The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

307.07 Weather Limitations Full depth recycled work shall be performed when;

A. Recycling operations will be allowed between May  $15^{th}$  and September  $15^{th}$  inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.

- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

307.08 Surface Tolerance The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of 3/8 inch.

307.09 Full Depth Recycling Procedure New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require reprocessing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of  $\frac{3}{8}$  inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design.

The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

- A. Surface laminations.
- B. Segregation of fine and coarse aggregate.
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

307.091 Repairs Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

#### **TESTING REQUIREMENTS**

<u>307.10 Quality Control</u> The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
- C. Testing Plan.
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

<b>Test or Action</b>	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
<b>Surface Temperature</b>	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield)	1 per 1000 ft/lane	

#### MINIMUM QUALITY CONTROL FREQUENCIES

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

A. The Contractor fails to follow the approved QCP.

- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.
- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

<u>307.101</u> Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

#### ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

308.102 Curing. No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

307.11 Method of Measurement Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

307.12 Basis of Payment The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

Pay Item **Pay Unit** 

**307.331 Full Depth Recycled Pavement (Untreated)** 

**Square** 

Yard

307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer)

5 in. depth

**Square** 

Yard

307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer)

6 in. depth

Square

Yard

#### **SECTION 411** UNTREATED AGGRAGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: "- Type A"

#### **SECTION 501 FOUNDATION PILES**

#### 501.05 – Method of Measurement

- b. <u>Piles Furnished</u> After the second sentence, add the sentence "**Measurement will not include any pile tips**".
- c. <u>Piles in Place</u> Add the sentence to the end of the second paragraph, "**Measurement will include the pile tips**".
- d. <u>Pile Tips</u> Add the words "**on the Pile**" to the end of the sentence.

#### SECTION 502 STRUCTURAL CONCRETE

#### 502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entra A: (%	ir	Notes
		LSL	LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P			5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace "Target Coulomb Value." with "Target KOhm-cm Value."

Note #1 - Remove, "...Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer's recommendations, at no additional cost to the Department." and replace with, "...Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department."

#### 502.1703 Acceptance Methods A and B

In the paragraph that starts with "The Department will take Acceptance..." Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with "Rapid Chloride Permeability specimens..." With the following:

"Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age  $\geq$  56 days. Four 4 inch x 8 inch cylinders will be cast per sublot placed. The average of three concrete specimens per sublot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations."

#### 502.1706 Acceptance Method C

Remove in its entirety and Replace with:

502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete not meeting the requirements listed in Table 1 shall be removed and replaced at no cost to the Department. At the Department's sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.

#### 502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove "Rapid Chloride" from the section heading. In paragraph 4 replace T-277 with TP-95

#### 502.192 Pay Adjustment for Chloride Permeability

Remove "Chloride" from the heading and from the first sentence.

Replace the sentence that starts with "values greater than..." and replace with "values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department."

### 502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word "Chloride" from the section heading and from the equation for CPF.

#### 502.195 Pay Adjustment Method C

In Table 6: Method C Pay Reductions (page 5-53) Under "Entrained Air" for "Class Fill", in the first line, change from "< 4.0 (Removal)" to "< 4.5 (Removal)"

In Table 6: Method C PAY REDUCTIONS, revise the Chloride Permeability section by removing it in its entirety and replacing it with:

15-16 (\$50)	13 (\$25)	N/A	N/A
13-14 (\$75)	12(\$50)	N/A	N/A
12 (\$100)	11 (\$75)	N/A	N/A
11 (\$125)	10 (\$100)	N/A	N/A
< 11 (Removal)	< 10 (Removal)	N/A	N/A

#### SECTION 504 STRUCTURAL STEEL

<u>504.26 Welding</u> Remove the second paragraph beginning with "The range of heat...." in its entirety.

<u>504.29 Welding ASTM A 709 HPS 70W Steel</u>. Remove the third paragraph beginning with "Make Weld runoff tabs..." in its entirety.

#### SECTION 510 SPECIAL DETOURS

510.32 Geometric and Approach Design a. Horizontal alignment The third paragraph of this section is revised to read as follows:

"The roadway width shall be increased on curved portions of the Special Detour to account for the off tracking characteristics of WB-62 vehicle in accordance with the AASHTO publication A Policy On Geometric Design of Highways and Streets (the Green Book), chapter 3 table entitled Design Widths of Pavements for Turning Roadways."

#### SECTION 527 ENERGY ABSORBING UNIT

527.02 Materials This section is revised to read as follows.

<u>527.02 Materials</u> Work Zone Crash Cushions must comply with NCHRP Report 350. Work Zone Crash Cushions shall be selected from MaineDOT's Qualified Products List of Crash Cushions / Impact Attenuators, or an approved equal.

# SECTION 534 PRECAST STRUCTURAL CONCRETE

#### 534.14 Process Control Test Cylinders

Revise this subsection to read:

"534.14 Acceptance and Quality Control Testing of Concrete Refer to Section 712.061."

# SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

Section 535.08 – Quality Assurance

Revise the second paragraph to read:

"The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."

Section 535.15 - Process Control Test Cylinders

Revise the first paragraph to read:

"535.15 Acceptance and Quality Control Testing of Concrete Acceptance of structural precast/prestressed units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be provided in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made."

Insert the following as the second paragraph of Section 535.15:

"Quality Control concrete test cylinders shall be made for each day's cast and each form bed used. Cylinders tested to determine strand release strength and design strength shall be field cured in accordance with AASHTO T23 (ASTM C31). 28 day cylinders shall be standard cured. Record unit identification, entrained air content, water-cement ratio, slump flow and temperature of the sampled concrete at the time of cylinder casting."

# SECTION 604 MANHOLES, INLETS CATCH BASINS

604.04 Adjusting Catch Basins and Manholes,

Add the following paragraph to the end of 604.04 b:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following paragraph after the first paragraph of 604.04 c:

The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.

Add the following sections to 604.04:

<u>d. Ring Insert Requirements</u> Ring inserts to adjust manhole top frame slope and grade will are allowed in accordance with the following requirements:

#### 1) Materials

- i. All ring inserts must be made of iron. *Multiple ring inserts will not be allowed*. The single ring insert may be any height up to a maximum of 2 inches tall.
- ii. Ring inserts shall not be welded to the manhole frame to prevent brittle failure of the cast iron frame.
- iii. Ring inserts shall be fastened to the manhole frame using liquid steelfilled epoxy such as Loctite Fixmaster Steel Liquid or equivalent. The epoxy shall be installed in accordance with the manufacturer's recommendations.

#### 2) Where Ring Inserts May/May Not Be Used

- i. MaineDOT will allow the use of a single manhole ring insert to raise manholes on state and state-aid highways.
- ii. Manhole ring inserts may not be used along state and state-aid highway sections where the speed limit is 40 miles per hour or more. The standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.
- 3) Construction Requirements For The Use of Iron Manhole Ring Inserts
  - i. Wherever iron ring inserts are used to raise manhole top elevations, the rings shall be fastened to the existing manhole frame using liquid steel-filled epoxy. The liquid steel-filled epoxy shall be placed evenly around the entire manhole frame before placing the ring insert. *Unbonded ring inserts will not be allowed*. If the manufacturer's recommended construction practices result in loose or unacceptable manhole cover restraint, standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.
- <u>e. Composite Riser Requirements</u> Flat or beveled, doughnut-shaped, composite risers placed beneath the manhole frame to adjust slope and grade are allowed. The composite riser shall be fastened to both the top of the concrete cone and bottom of the manhole frame with the manufacturer's recommended epoxy. Composite risers may be used at all locations on state and state-aid highways under any legal speed limit without restriction.

#### SECTION 606 GUARDRAIL

606.09 Basis of Payment Amend the first sentence of the eighth paragraph of this subsection by removing the word "meter" and replace it with "linear foot".

#### SECTION 608 SIEWALKS

608.021 Sidewalk Materials Revise this section by removing the second paragraph which begins with "Portland cement concrete shall..." in its entirety and replace with "Portland cement concrete shall be Class A and meet the requirements of Section 502, Structural Concrete."

#### SECTION 619 MULCH

619.07 Basis of Payment Amend this section by adding the words "; Bark Mulch and Erosion Control Mix will be paid for by the Cubic Yard;" into the first sentence so that it reads:

"The accepted areas mulched will be paid for at the contract price per unit; **Bark Mulch and Erosion Control Mix will be paid for by the Cubic Yard;** which shall be full compensation for furnishing and spreading the hay or straw and mulch binder, cellulose fiber mulch, bark mulch or erosion control mix.

Revise the second sentence by removing "for pay item 619.1201" So that it reads:

"When Mulch is measured in Bales, each bale will be paid for at 60% of the contract price per Unit".

Revise this section by removing all pay items and replace them with the following:

619.12 Mulch
Cubic Yard
619.13 Bark Mulch
Cubic Yard
Cubic Yard

#### SECTION 621 LANDSCAPING

#### 621.0002 Materials - General

In the list of items change "Organic Humus" to "Humus".

#### 621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with "The plant pit..." change "½ inch" to "1 inch"

#### SECTION 626 FOUNDATIONS, CONDUIT AND JUNTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

<u>626.033 Polyvinylchloride Conduit Installation</u> Amend the following subsection by adding the following paragraph to its end:

#### "NON-METALLIC UNDER PAVEMENT CONDUIT INSTALLATION

Where noted on the drawings, non-metallic under pavement conduit of schedule 80 or greater rating shall be provided to facilitate conduit crossing of the existing highway and ramps without disruption to the existing highway and ramp pavement surface. The non-metallic under pavement conduit shall be hydraulically jacked or directional bored below the highway and ramp at a depth of not less than (36 inches). Under pavement conduit shall extend for a distance of (10 feet) beyond the highway or ramp edge at each side."

#### 626.034 Concrete Foundations

On Page 6-85, add the following paragraph before the paragraph beginning with "Drilled shafts shall not be...".

"No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations Precast foundations will be permitted for 18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhmcm and the use of calcium nitrite will not be required. "

On Page 6-86, add the following to the paragraph beginning with "Concrete for drilled shafts..." so that it reads as follows:

"....The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section. Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow....."

<u>626.05 Basis of Payment</u> Amend this subsection by adding the following paragraph and Pay Item:

"Payment will be made for the total number of linear feet of under payement conduit actually furnished, installed and accepted at the contract price per linear foot. This price shall include the cost of: furnishing and installing the conduit; excavating; furnishing special backfilling materials, pull wire, fittings, grounding and bonding; test cleaning interiors of conduits and all materials, labor, equipment and incidentals necessary to complete the work."

#### Pay Item

626.251 Non-Metallic Under pavement Conduit (Schedule 80 or greater rating)

**Pay Unit**Linear Foot

# SECTION 627 PAVEMENT MARKINGS

627.10 Basis of Payment Remove the existing "627.78 Temporary Pavement Marking Line, White or Yellow" and replace with: 627.78 TEMP 4" PAINT PVMT MARK LINE W OR Y LF

# SECTION 652 MAINTENANCE OF TRAFFIC

652.3.3 Submittal of Traffic Control Plan On page 6-148, note f, in the last sentence revise the "105.2.2" to "105.2.3" so that the last sentence reads, "For a related provision, see Section 105.2.3 – Project Specific Emergency Planning."

<u>652.3.4 General</u> Revise the eighth paragraph by removing "Earth Berm" and replace it with "Concrete Barrier".

<u>652.4 Flaggers</u> In the first paragraph, revise the fifth sentence which says:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity.

So that it reads:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360  $^{\circ}$  retro-reflectivity.

#### 652.41 TRAFFIC OFFICERS

Revise this subsection so that the subsection number and title is "652.4.1 TRAFFIC OFFICERS"

# SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.2 If No Pay Item Add the following to the end of the first paragraph:

"Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department's Resident or any other representative of The

Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

#### SECTION 660 ON-THE-JOB TRAINING

#### 660.06 Method of Measurement

Remove the first sentence in its entirety and replace with "The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program."

#### 660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads "The OJT shall be paid for once successfully completed at the contract unit price per **hour**."

#### Payment will be made under

Change the Pay Item from "660.22" to "660.21" and change the Pay Unit from "Each" to "Hour".

# SECTION 674 PREFABRICATED CONCRETE MODULAR GRAVITY WALL

#### 674.02 Materials

Amend this section by adding the following after "Concrete Units:" and before the paragraph beginning with "Tolerances".

Concrete shall be Class P. The concrete shall contain a minimum of 5.5 gallons per cubic yard of calcium nitrite solution.

The minimum permeability of the concrete as indicated by Surface Resistivity shall be 17 KOhm-cm.

Defects Defects which may cause rejection of precast units include, but are not limited to, the following:

Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.

Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep. Edge or corner breakage exceeding 12 inches in length or 1 inch in depth. Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

# SECTION 677 MECHANICALLY STABILIZED EARTH RETAINING WALL

On page 6 - 203 change "636.041" to "677.041"

Amend 677.042 <u>Precast Panel Tolerances and Surface Finish</u> by the addition of the following:

<u>Defects</u> Defects which may cause rejection of precast units include, but are not limited to, the following:

Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.

Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep. Edge or corner breakage exceeding 12 inches in length or 1 inch in depth. Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.

Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.

Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.

#### SECTION 702 BITUMINOUS MATERIAL

#### 702.04 Emulsified Asphalt

Revise this Section by removing the first paragraph in its entirety and replace with the following:

Emulsified Asphalt shall conform to the requirements of AASHTO M 140. Cationic emulsified asphalt shall conform to the requirements of AASHTO M 208. Anionic emulsified asphalt Grade RS-1h shall conform to the requirements in the following table:

Туре	Rapid-Setting		
Grade	RS-1h		
<b>Tests on Emulsions</b>	min	max	
Viscosity, Saybolt Furol at 25°C SFS	20	100	
Storage Stability test, 24-h, % <sup>A</sup>	-	1.0	
Demulsibility, 35 ml, 0.02 N CaCl <sub>2</sub> , %	60	-	
Sieve Test, % <sup>A</sup>	-	0.10	
Residue by distillation, %	55	-	
Tests on Residue from Distillation Test	min	max	
Penetration, 25°C 100g, 5 s	40	90	
Ductility, 25°C 5 cm/min, cm	40	-	
Solubility in trichloroethylene or n-propyl bromide, %	97.5	-	

A This requirement is waived if successful application of material has been achieved in the field.

#### SECTION 703 AGGREGATES

#### 703,0201 Alkali Silica Reactive Aggregates

Remove this section in its entirety and replace with the following:

703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab

submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

Class F Coal Fly Ash meeting the requirements of AASHTO M 295. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.

Densified Silica Fume meeting the requirements of AASHTO M 307. Lithium based admixtures Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.06 Aggregate for Base and Subbase - Remove the first two paragraphs in their entirety and replace with these:

"The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the  $\frac{1}{2}$  in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. "

Remove the gradation requirements table, and replace with the following:

Sieve	Percentage by Weight Passing Square Mesh Sieves			
Designation	Material for Underwater Backfill	Material for Embankment Construction		
6 inch	100			
No. 40	0-70	0-70		
No. 200	0-7.0	0-20.0		

703.33 Stone Ballast - In the third paragraph, remove the words "less than" before 2.60 and add the words "or greater" after 2.60.

# SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

#### Section 712.061- Structural Precast Concrete Units

Under the heading, <u>Quality Control and Quality Assurance</u>, revise the fourth paragraph to read: "Acceptance is the prerogative of the Department. The Department will conduct Quality Assurance (QA) in accordance with Standard Specification Subsection 106.5. Testing deemed necessary by the Department that is in addition to the minimum testing requirements will be scheduled to minimize interference with the production schedule. The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."

Under the heading, <u>Concrete Testing</u>, revise the first paragraph to read as the following two paragraphs:

"Concrete Testing Acceptance of structural precast units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing

equipment shall be considered incidental to the work and no additional payment will be made.

Quality Control test cylinders shall be made and tested in accordance with the following standards:

AASHTO T 22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens

**AASHTO T23** (ASTM C31) Practice for Making and Curing Concrete Test Specimens in Field

AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed

**Concrete by the Pressure Method** 

AASHTO T196 (ASTM C173) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

ASTM C1064 Test Method for Temperature of Freshly mixed Portland Cement Concrete

ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete"

Under the heading, <u>Concrete Testing</u>, **delete** the paragraph that begins: "At least once per week, the Contractor shall make 2 concrete cylinders.....for use by the Department....."

# SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

#### 717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with "Liquid lime..." change the Specification for Nitrogen (N) from "15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen" to read "15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen"

<u>717.061 Erosion Control Blankets</u> Revise this section by removing it in its entirety and replacing it with the following:

"717.061 Erosion Control Blankets Shall consist of a machine produced rolled blanket of biodegradable fibers, evenly distributed over the entire area of blanket, of a consistent thickness, sewn into a biodegradable mesh on the top and bottom surface using a cotton blend thread. The blanket shall remain in place when subject to shear stress of 1.55 lb/ft². The blanket shall remain intact until grass is established. The blanket shall be a product currently listed on the department's Qualified Products List (QPL) of Erosion Control Products.

See Section 618.10 - Seeding, Maintenance and Acceptance."