

**Updated 4/17/07**

# **STATE PROJECT**

## **BIDDING INSTRUCTIONS**

### FOR ALL PROJECTS:

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 Offer, Agreement & Award form, e) a Bid Guaranty if required, and f) 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™ web-based service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond if required (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 required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a 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 (if required).
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

### IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form in the proper amounts, and deliver to the Contracts section by 4:30 PM on bid opening day

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, Revision of December 2002.

# 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 a planholders 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 provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). 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 not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at [Larry.Childs@maine.gov](mailto:Larry.Childs@maine.gov).**

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

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

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

**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 in \_\_\_\_\_ and hereby held 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, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted 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 of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds 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 of \_\_\_\_\_ 20\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

## Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.



State of Maine  
**VENDOR FORM**

For New Vendors & for Updates on Current Vendors

Special Instructions:

**PLEASE PRINT CLEARLY**

**Return this form to:**

**\* = MUST BE COMPLETED TO PROCESS**

**ONLY ONE NAME/VENDOR PER FORM**

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change
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Social Security Number\*  
Individual or Sole Proprietor

Federal Taxpayer ID Number\*  
Corporation

**OR**

**Please fill in ONE.**

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

**This form will affect all transactions with ALL state agencies.**

**NEW:\***

Remit to Address: Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

**OLD:**

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct #
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider #

Signature\* \_\_\_\_\_

Contact Name \_\_\_\_\_

Print Name or Title \_\_\_\_\_

Accounts Receivable Contact Name \_\_\_\_\_

Date\* \_\_\_\_\_ (within 3 months)

Phone # if Different or for Contact Info \_\_\_\_\_

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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**Send to:** Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

# INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an \* must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u><b>FIELDS</b></u>	<u><b>INFORMATION NEEDED FOR FIELD</b></u>
<i>Special Instructions</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

**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 “**Bid for Furnishing and Placing 9.5 mm HMA Maintenance Surface Treatment** in the towns of **Merrill, Mount Chase, Hersey and Moro Pt**” will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on **July 25, 2007** and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Highway Construction or Paving projects. All other Bids may be rejected. **MDOT provides the option of electronic bidding. We 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.**

Project Description: Furnishing and Placing Maintenance Surface Treatment

Location: In Aroostook County, project 15806.00 is located on Route 212 beginning at the Smyrna-Merrill town line and extending westerly 10.21 miles to Route 11. RLM 0.09 to 10.30. In Penobscot County, project 15809.00 is located on Route 11 beginning 0.42 of a mile south of the Owlsboro Rd. and extending northerly 11.82 mile to the intersection of Rte. 11 and Rte. 212. RLM 309.19 to 321.01.

Outline of Work: the work consists of furnishing and placing 9.5 mm HMA Maintenance Surface Treatment in the quantities noted in the bid section.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at [http://www.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php) contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Jamie Andrews** at (207)624-3431. Questions received after 12:00 noon of Monday 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. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. 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, Attn.: Mailroom, 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.

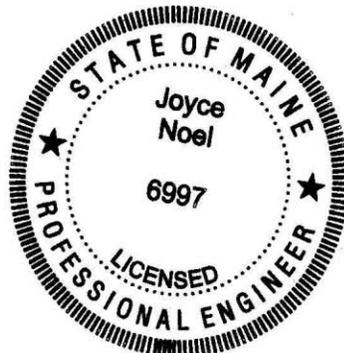
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier’s check, certified check, certificate of deposit, or United States postal money order in the amount of \$50,000 payable to Treasurer, State 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 Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by “State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002”, price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at [http://www.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php)

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine  
July 11, 2007



A handwritten signature in black ink that reads "Joyce Noel Taylor".

JOYCE TAYLOR  
ASSISTANT DEPUTY  
CHIEF ENGINEER

**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 <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> 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)

**BID REQUIREMENTS**

**NOTES:**

- A. The contractor shall fill in/complete the Contract Agreement, Offer and Award, both copies, Haul Route Description sheets and the Cost Computation Chart.

## 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 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_, a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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, **as listed in the Individual Area 107's**. 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, Revision of December 2002.

**C. Price.**

**PINS: 15806.00 and 15809.00** The quantities given in the **COST COMPUTATION CHART** of the Bid Package will be used as the basis for determining the lowest cost to the Department. The Bid prices include hauling costs. The contract will not include hauling costs. The bid price minus hauling costs will be used to determine 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 equal to the prices given on the Cost Computation Chart included herein minus the hauling costs and is equal to the amount provided by the bidder in "Section G Award"

**PIN 015806.00 & 015809.00;** \_\_\_\_\_  
\_\_\_\_\_  
§ \_\_\_\_\_

**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, Revision of December 2002, Standard Details Revision of December 2002 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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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 "**COST COMPUTATION CHART**".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "**COST COMPUTATION CHART**" 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 "**COST COMPUTATION CHART**", 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, Revision of December 2002, 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 on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_

Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_, a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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, **as listed in the Individual Area 107's**. 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, Revision of December 2002.

**C. Price.**

**PINS: 15806.00 and 15809.00** The quantities given in the **COST COMPUTATION CHART** of the Bid Package will be used as the basis for determining the lowest cost to the Department. The Bid prices include hauling costs. The contract will not include hauling costs. The bid price minus hauling costs will be used to determine 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 equal to the prices given on the Cost Computation Chart included herein minus the hauling costs and is equal to the amount provided by the bidder in "Section G Award"

**PIN 015806.00 & 015809.00;** \_\_\_\_\_  
\_\_\_\_\_  
§ \_\_\_\_\_

**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, Revision of December 2002, Standard Details Revision of December 2002 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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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 "**COST COMPUTATION CHART**".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "**COST COMPUTATION CHART**" 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 "**COST COMPUTATION CHART**", 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, Revision of December 2002, 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 on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_

Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Name of firm bidding the job)** \_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ **(Address of 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, **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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, **as listed in the Individual Area 107's**. 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, Revision of December 2002.

**C. Price.**

**PINS: 15806.00 and 15809.00** The quantities given in the **COST COMPUTATION CHART** of the Bid Package will be used as the basis for determining the lowest cost to the Department. The Bid prices include hauling costs. The contract will not include hauling costs. The bid price minus hauling costs will be used to determine 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 equal to the prices given on the Cost Computation Chart included herein minus the hauling costs and is equal to the amount provided by the bidder in "Section G Award"

**PIN 015806.00 & 015809.00; Place bid here in alphabetical form (one hundred two dollars and ten cents**

**\$ Bid in numerical terms (102.10)**

**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, Revision of December 2002, Standard Details Revision of December 2002 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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No. 15806.00, 15809.00**, for multiple sections of **Maintenance Surface Treatment, Region 5**, 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 "**COST COMPUTATION CHART**".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “**COST COMPUTATION CHART**” 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 “**COST COMPUTATION CHART**”, 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, Revision of December 2002, 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 on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
**(Witness sign here)**  
Witness

\_\_\_\_\_  
**(Print name here)**  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws 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, Principal 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 that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

.....

TELEPHONE.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal 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 that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies 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 obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

SPECIAL PROVISIONS  
INFORMATION FOR BIDDERS  
General Conditions and Requirements

When the bid is submitted, the exact location of the bituminous mix plant(s) that will supply the mixture for each section in each area shall be defined on the pages of the Haul Route Description sheets.

If any area is subdivided into more than one section, the unit price bid for each section shall be the same as for all sections.

Bid amount as referred to herein shall be the total cost involved in the bidding process. This amount, on the **COST COMPUTATION CHART**, includes the Contractor's costs including contractor trucking as called for in certain paving areas or the State's hauling cost where applicable.

Contract amount as listed in the **CONTRACT AGREEMENT, OFFER & AWARD**, is the amount of money the Contractor will receive for performing their portion of the contract. **The contract cost shall not include hauling costs. The bid price minus the State's hauling costs, where applicable, shall be used to determine the contract amount** and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond.

The cost computation charts for each paving area shall be filled in by the bidder. The Department will check the haul distances and the computations on the cost computation charts to determine/verify the low bid amount. The bidder shall provide the GPS X, Y, Z coordinates of discharge point of the HMA Plant and shall calculate the distance from this point to the mid-point of each paving location of which the X, Y, Z coordinates have been provided by the Maine DOT within this contract. The contractor shall use a minimum haul distance of 5 miles on the cost computation sheets regardless of the mileage obtained using GPS coordinates. The award of the contract for the area will be based upon the lowest bid amount, which shall include furnishing and placing, unless otherwise stated. The State will haul all mixtures where specified. The cost for hauling shall be computed at the rate of \$0.52 per laden mile.

Prior to award, the Maine DOT will verify all cost computations and locations.

The Contractor will be required to perform the work on all sections listed in the area.

Before awarding any Contract, the Contractor may be required to furnish the State a statement indicating that the pit owner has no objections to using their pit for the Maintenance Surface Treatment.

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Technical Services Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 624-6445

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 -----** Maintenance Paving – PIN 15809.00 and 15806.00

**Location of Project --** Mount Chase and Merrill, Maine in Aroostook and Penobscot Counties

**2007 Fair Minimum Wage Rates  
 Highway & Earthwork  
 Aroostook & Penobscot Counties**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$12.50	\$0.24	\$12.74	Ironworker - Reinforcing	\$18.00	\$10.00	\$28.00
Backhoe Loader Operator	\$13.85	\$2.00	\$15.85	Ironworker - Structural	\$14.75	\$0.52	\$15.27
Bricklayer	\$21.00	\$2.62	\$23.62	Laborers/Helper/Tender	\$11.00	\$0.88	\$11.88
Bulldozer Operator	\$16.00	\$3.40	\$19.40	Laborer - Skilled	\$12.75	\$1.12	\$13.87
Cable Splicer	\$18.50	\$3.56	\$22.06	Line Erector - Power	\$18.01	\$3.71	\$21.72
Carpenter	\$16.50	\$1.84	\$18.34	Loader Op, Front-End	\$14.75	\$2.61	\$17.36
Carpenter - Rough	\$15.00	\$2.11	\$17.11	Mechanic - Maintenance	\$15.93	\$2.82	\$18.75
Cement Mason/Finisher	\$12.75	\$1.14	\$13.89	Millwright	\$19.50	\$5.36	\$24.86
Commun Trans Erector	\$17.49	\$4.04	\$21.53	Painter	\$14.25	\$4.25	\$18.50
Concrete Mixing Plant Op	\$14.25	\$3.93	\$18.18	Paver, Bituminous	\$15.75	\$2.13	\$17.88
Concrete Pump Operator	\$15.40	\$7.96	\$23.36	Pipe/Steam/Sprinkler Fitter	\$20.00	\$4.45	\$24.45
Crane Op =>15 Tons	\$19.50	\$4.70	\$24.20	Pipelayer	\$15.00	\$1.19	\$16.19
Crusher Plant Operator	\$15.00	\$3.36	\$18.36	Roller Operator, Earth	\$12.53	\$4.55	\$17.08
Driller, Rock	\$14.75	\$2.10	\$16.85	Roller Op, Pavement	\$15.00	\$3.91	\$18.91
Electrician, Licensed	\$21.00	\$4.27	\$25.27	Screed Operator	\$15.35	\$3.38	\$18.73
Electrician Hlpr (Licensed)	\$14.00	\$1.89	\$15.89	Stone Mason	\$16.24	\$2.04	\$18.28
Excavator Operator	\$16.00	\$2.50	\$18.50	Truck Driver, Light	\$13.75	\$1.26	\$15.01
Fence Setter	\$11.75	\$1.44	\$13.19	Truck Driver, Medium	\$12.83	\$3.08	\$15.91
Flagger	\$11.00	\$0.87	\$11.87	Truck Driver, Heavy	\$12.25	\$1.13	\$13.38
Grader/Scraper Operator	\$16.63	\$2.37	\$19.00	Truck Driver, Tractor Trlr	\$12.95	\$1.96	\$14.91
Hgway Wrkr/Guardrail Inst	\$13.00	\$1.76	\$14.76	Truck Driver, Mixer, Cemnt	\$10.30	\$1.15	\$11.45
Hot Top Plant Operator	\$17.54	\$7.22	\$24.76				

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.

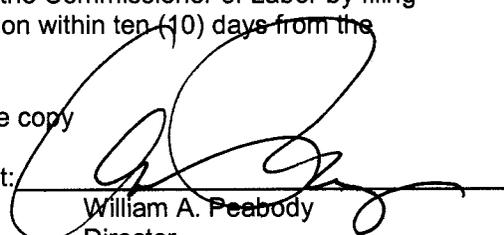
Welders are classified in the trade to which the welding is incidental.

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: HI-065-2007  
 Filing Date: June 28, 2007  
 Expiration Date: 12-31-2007

A true copy  
 Attest:   
 William A. Peabody  
 Director  
 Bureau of Labor Standards

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Technical Services Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 624-6445

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 -----** Maintenance Paving – PIN 15809.00 and 15806.00

**Location of Project --** Mount Chase and Merrill, Maine in Aroostook and Penobscot Counties

**2007 Fair Minimum Wage Rates  
 Highway & Earthwork  
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Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
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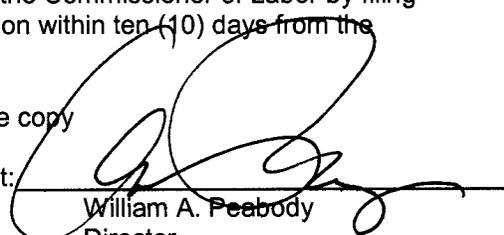
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Determination No: HI-065-2007  
 Filing Date: June 28, 2007  
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A true copy  
 Attest:   
 William A. Peabody  
 Director  
 Bureau of Labor Standards

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

**SPECIAL PROVISION 105**  
**OVERLIMIT PERMITS**

**Title 29-A § 2382 MRSA Overlimit Movement Permits.**

**1. Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

**2. Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

**3. County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

**4. Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

**5. Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

**6. Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

**7. Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

**8. Gross vehicle weight permits.** The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

**9. Pilot vehicles.** The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

**9-A. Police escort.** A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

**10. Taxes paid.** A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

**11. Violation.** A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

SPECIAL PROVISIONS  
CONSTRUCTION AREA

Construction Areas have been established by the Maine State Department of Transportation in accordance with the provisions of Title 29-A, Section 2382, Maine Revised Statutes Annotated. The areas are described as follows:

**The section of highway where Maintenance Surface Treatment or 9.5mm HMA is being placed from construction sign to construction sign.**

The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, overheight, overwidth, or overlength equipment or materials over all State maintained sections described in the "**Construction Area**" above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A temporary permit for each move will be issued by the State Department of Transportation, or the State's Engineer, for moving Contractor's construction equipment used on the project which exceeds the legal limits (Shovels, bulldozers, etc.), to sources of construction material over highways maintained by the State reasonably within the area of the project.

SPECIAL PROVISION  
SECTION 107  
SCHEDULING OF WORK

Replace 107.4.2 with the following:

107.4.2 Schedule of Work Required

1. The contractor will be allowed to commence work anytime as long as the Schedule of Work has been approved. No paving will be allowed on Regional Safety Days.
2. The completion date is September 21, 2007.
3. The contractor shall prepare and submit a schedule of work showing all work completed by the end of the work day on September 21, 2007.
4. The schedule of work shall adhere to the following requirements:
  - a) Within each work period, the contractor shall work a minimum of 14 consecutive calendar days before suspending work.
  - b) Each suspension of work shall last a minimum of 7 calendar days.
  - c) The contractor shall provide a minimum of a 3 working day notice prior to commencing or suspending work.
  - d) The original schedule may be revised with approval from the State as long as the above criteria are met.
5. Liquidated damages will be charged at the rate of \$650/day for each of the following:
  - a) Each calendar day past the completion date.
  - b) Each day worked less that the amount shown in 4.a) before suspending work.
  - c) Each day worked less that the amount shown in 4.b) before commencing work.
6. Work added to the Contract will increase the completion date of the contract by 1 working day per 1000 ton. A revised schedule of work shall be submitted and approved for these changes.
7. The contractor will be allowed to commence work and end work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following address ([http://www.maine.gov/dmr/sunrise\\_table.htm](http://www.maine.gov/dmr/sunrise_table.htm)). The contractor will be allowed to enter the roadway at Sunrise and must be off the roadway before Sunset. "Any work conducted outside these times will require that the contractor provide appropriate lighting and safety attire for their employees in compliance with the MUTCD."

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**

107.3 Allowable Work Times. This Section is amended by the following.

107.3.3 Saturdays, Sundays and Holidays The Contractor shall not carry on construction operations on Saturdays, Sundays or Holidays.

SPECIAL PROVISION  
SECTION 108  
FUEL ADJUSTMENT  
(Diesel Fuel Adjustment)

108.4.2 Price Adjustment for Diesel Fuel: A price adjustment for diesel fuel will be made for all 403 and 461 pay items.

Price adjustments will be based on the variance in costs for diesel fuel. They will be determined as follows:

The quantity of hot mix asphalt, in tons, for each pay item will be multiplied by 2.75 times the difference in price in excess of 5 percent between the base price and the period price of diesel fuel. Adjustments will be made upward or downward, as prices increase or decrease.

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

Base Price: The base price of diesel fuel to be used is the price per gallon current with the bid opening date. This price is determined by using the weekly retail diesel price for the New England area, as listed on the Energy Information Administration's webpage.

Period Price: The period price of diesel fuel will be determined by the Department by using the weekly retail diesel price for the New England area, as listed on the Energy Information Administration's webpage current with the pay period ending date of the progress estimate.

SPECIAL PROVISIONS  
SECTION 108  
PAYMENT

Price Adjustment for Hot Mix Asphalt: For all Maintenance Surface Treatment contracts (which includes locations to be paved with Hot Mix Asphalt 9.5mm), a price adjustment for performance graded binder will be made.

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 will be multiplied by a 6.2 asphalt content percentage, times the difference in price in excess of 5 percent between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

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

Base Price: 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 N.E. Barge Price, FOB, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average N.E. Barge Price, FOB, listed in the Asphalt Weekly Monitor current with the pay period ending date of the progress estimate.

SPECIAL PROVISIONS  
SECTION 109  
CHANGES

The State Department of Transportation reserves the right to increase or decrease the volume of work set forth in the contracts, within the limits of available funds. The Contractor shall not make any claim against the Department of Transportation should the work be increased or decreased by 50%. Also, the State reserves the right to increase or decrease the quantity per mile as shown in the description and computation sheets. The actual quantities placed in the field may range from 430 tons per mile to 1000 tons (+/-) per mile as field conditions warrant.

After actual roadwork has started, the Department or authorized representative will notify the Contractor 48 hours in advance of any changes, additions, or deletions that have occurred in immediate areas to be paved.

In the event the plant site is changed from the proposed location, any increased haul distance cost will be absorbed by the Contractor by deducting this cost from the unit bid price per ton. If haul distance is decreased, then no adjustment to contract payment will be made.

**SPECIAL PROVISIONS**  
**SECTION 401**  
**HOT MIX ASPHALT PAVEMENT**

Description. This work shall consist of supplying aggregate and Performance Graded Asphalt Binder and producing a 9.5mm Hot Mix Asphalt Mix in accordance with the State of Maine, Department of Transportation, 2007 Special Provision Division 400 – Pavements; Section 401- Hot Mix Asphalt Pavement, for use as directed by the Department. The mixture shall be placed in areas shown with in the contract or as directed by the Department.

**MATERIALS**

Bituminous Material. The bituminous material shall meet the requirements of the State of Maine Department of Transportation Standard Specifications Revision of December 2002. The asphalt shall be **PG 64-28** unless otherwise provided for with in the contract or otherwise approved by the Department.

Recycled Asphalt Pavement (RAP). Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department (not to exceed 15%). The Contractor shall provide documentation stating the source, average residual asphalt content and stockpile gradations showing the RAP materials have been processed to meet the maximum aggregate size requirements of the mix designation. The Contractor shall perform gradation tests on the RAP in accordance with AASHTO T30 and submit a copy of the test results to the Department. The Department will obtain samples for verification prior to allowing the use of the RAP. In the event that the RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source and/or properties a minimum of 72 hours prior to the change to allow the department time to obtain new samples.

Composition of Mixes The contractor shall compose a 9.5mm Job Mix Formula (JMF) that conforms to the gradation requirements and the volumetric design criteria below. 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 **50 gyrations.**

TABLE 1:GRADATION REQUIREMENTS

Sieve Size	Percent Passing
12.5 mm	100
9.5 mm	95-100
4.75 mm	60-95
2.36 mm	40-65
1.18 mm	-
0.600 mm	-
0.300 mm	-
0.075 mm	2-8.0

**VOLUMETRIC DESIGN CRITERIA**

Voids at $N_{des}$	4.0
VMA	16.0 minimum
VFB	70-84

Fines/Eff.Binder	0.6-1.2
------------------	---------

**Quality Control**

The contractor shall perform quality control testing for gradation and asphalt content at a rate of one **test** per 1000 ton and at least one per day. The contractor will submit the test results to the onsite Department representative by 1:00 pm the next **working** day.

**Acceptance**

For hot mix asphalt items designated as Pay Item 461.210, the maximum lot size shall be 7,500 tons, and a subplot shall be 1500 tons. If a contract has more than 7,500 tons but less than 12,000 tons, then it shall be divided into sublots of equal size, approximately 1500 tons each. If a contract has more than 12,000 tons then the total quantity of mix represented in the Contract shall be divided into two or more equal lots of approximately 7500 tons each. Each Lot shall be divided into **a minimum of five (5)** equal sub-lots.

This item utilizes Quality Level Analysis and pay factor specifications as explained in the standard specifications sections 106 and 401. The aggregates and mix shall meet the gradation ranges and Volumetric Properties on page one utilizing the testing methods and sampling procedures in Table 4 Acceptance Criteria in the Standard Specifications under Section 401 Hot Mix Asphalt Pavement. **Disputes will be allowed for PGAB content only, as outlined in Section 401 of the Standard Specification.**

The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the MDOT/ ACM Sampling Policy, which will then be transported by the contractor in approved transport containers to the designated acceptance laboratory **within two working days. The Department will take four (4) full sample boxes randomly within each sub-lot.** At this time, the contractor may obtain splits of the sample for testing. Target values shall be as specified in the JMF. The Department will use for acceptance limits and for calculating pay factors for gradation and PGAB Content. Upon conclusion of each lot, results shall be examined for statistical outliers, as stated in Section 106.7.2 – Statistical Outliers.

TABLE 2: ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-4%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

The Contractor shall cease paving operations whenever the two consecutive acceptance or quality control tests fall outside the upper or lower limits for VMA, Voids @ N<sub>d</sub>, Percent PGAB, VFB, fines to effective binder or individual gradations on the 9.5mm, 2.36mm, 0.30mm, and 0.075mm sieves. This includes any case where both tests are out on the same or different properties. Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements will be produced. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the upper and lower specification limits.

The Department retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

## CONSTRUCTION REQUIREMENTS

Traffic Control. The State will provide all necessary traffic control and sweeping operations.

Hauling. The State will haul all mixtures, unless otherwise directed by the Department.

Placing Operations. The Contractor shall be responsible for the actual placing and rolling operations. Placing operations shall conform to acceptable paving practices. Mixtures produced under this contract shall be placed on the roadway with an approved self-propelled bituminous finishing machine designed for highway paving (the paver shall conform to standard specification 401.09). Immediately after the material is spread it shall be rolled and compacted by two or more 7 - 10 ton steel 2-axle wheel (one being vibratory) rollers and one rubber tired roller (minimum 10 ton). Rollers shall conform to standard specification 401.10 except as noted in this special Provision. The Contractor shall provide sufficient personnel at the paver to assure placement of the pavement in an orderly, safe, and efficient manner, and so as to assure a quality mat and proper overall yield.

**The Department may establish a roller pattern using a nuclear density gauge each time a new Job Mix Formula is used.**

**The contractor will be required to place a variable depth shim course on all travel ways and may be required to place shim on some shoulders as directed.**

**The depth of the surface is 3/4" +/-.**

The contractor shall close exposed longitudinal joints within two (2) working days, and on weekends and holidays.

### Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1 shall be applied to any existing or intermediate layer of pavement or recycled layer at a rate of 0.025 gal/yd<sup>2</sup> and at a rate of 0.05 gal/yd<sup>2</sup> on milled pavement prior to placing a new course. A tack coat of emulsified asphalt shall be applied between shim layers and subsequent layers at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Weather and Seasonal Limitations

On all sections of overlay with wearing courses less than 1 inch thick, the wearing course for the travel way and adjacent shoulders shall be placed between the dates of **May 15<sup>th</sup>** and the Saturday following **September 21<sup>st</sup>**. Weather conditions shall be satisfactory for the safety of the operation and shall be carried on only when the atmospheric temperature is above 50° F and pavement temperature is above 40° F.

Dust Control. The Contractor is responsible for dust control on the access roads for the bituminous plant as described in Section 637 of the Standard Highway Specifications, Revision of December 2002. This work shall be incidental to the contract.

Method of Measurement. Hot Mix Asphalt, 9.5mm, will be measured by the ton according to delivery slips. Material not placed and compacted satisfactorily due to Contractor's equipment failure will not be measured for payment. The delivery slips shall conform to the requirements of the Standard Highway Specifications, Revision of December 2002. Cover slips will be required to be delivered on the next working day after each paving day. Listed will be the Item number, date, location and quantity.

Basis of Payment. Hot Mix Asphalt 9.5mm will be paid for at the contract unit price per ton with payment adjusted for incentives/disincentives as described below. The maximum Composite Pay Factor shall be 1.025.

Such payment shall be full compensation for the following:

1. Obtaining, furnishing and processing all aggregate.
2. Supplying PGAB bituminous material.
3. Processing, heating, mixing, weighing, placing, and rolling the HMA.
4. Supplying and applying RS-1 or HFMS-1 emulsified asphalt prior to placing the next layer of HMA.
5. Furnishing all labor, equipment, tools and all incidentals necessary to complete the work.
6. Performing quality control tests.

The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 – Quality. Pay adjustment for quality will be determined as follows:

PGAB Content and Gradation: The Department will determine a pay factor using Acceptance Limits from Table 2: Acceptance Limits. The Department will calculate the pay adjustment for mixture properties as follows:

$$PA = (\% \text{ Passing } 9.5\text{mm PF} - 1.0)(Q)(P)(0.05) + (\% \text{ Passing } 2.35 \text{ mm PF} - 1.0)(Q)(P)(0.05) + (\% \text{ Passing } 0.30 \text{ mm PF} - 1.0)(Q)(P)(0.05) + (\% \text{ Passing } 0.075 \text{ mm PF} - 1.0)(Q)(P)(0.10) + (PGAB \text{ PF} - 1.0)(Q)(P)(0.25)$$

Where: PA = Price Adjustment  
Q = Quantity represented by PF in tons  
P = Contract price per ton  
PF = Pay Factor

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
461.210	Hot Mix Asphalt, 9.5 mm	Ton

## HAUL DISTANCE COMPUTATION INSTRUCTIONS

In order to reduce inconsistencies in figuring "haul distance" as required in the Cost Computation Chart, the following formula will cover all situations:

$$\text{Distance} = \sqrt{[(X1 - X2)^2 + (Y1 - Y2)^2 + (Z1 - Z2)^2]}$$

Where:

A2 = Latitude of plant location in degrees, minutes and seconds

B2 = Longitude of plant location in degrees, minutes and seconds

r = Radius of earth = 3963.1 miles

**Convert the Latitude and Longitude from degrees, minutes and seconds to rectangular coordinates:**

X1 = will be provided by the State

$$X2 = r \cos(A2) \cos(B2)$$

Y1 = will be provided by the State

$$Y2 = r \cos(A2) \sin(B2)$$

Z1 = will be provided by the State

$$Z2 = r \sin(A2)$$

### EXAMPLE

The state wishes to pave a section of the road whose middle ordinate is located at;

$$X1=1078.93$$

$$Y1=2584.54$$

$$Z1=2803.96$$

The Contractor wishes to set up their plant at (point of discharge):

Latitude of 44 degree 50 minutes and 13 seconds

Longitude of 67 degrees 10 minutes and 41 seconds.

First we must find X2, Y2 and Z2:

$$X2=3963.1 \times \cos 44^\circ 50' 13'' \times \cos 67^\circ 10' 41''$$

$$X2=3963.1 \times .709116 \times .387869$$

$$\mathbf{X2 = 1090.03}$$

$$Y2=3963.1 \times \cos 44^\circ 50' 13'' \times \sin 67^\circ 10' 41''$$

$$Y2=3963.1 \times .709116 \times .921715$$

$$\mathbf{Y2=2590.29}$$

$$Z2=3963.1 \times \sin 44^\circ 50' 13''$$

$$Z2=3963.1 \times .705092$$

$$\mathbf{Z2=2794.35}$$

Once X2, Y2 and Z2 are found than plugged all the numbers into the following formula.

$$\text{Distance} = \sqrt{[(X1 - X2)^2 + (Y1 - Y2)^2 + (Z1 - Z2)^2]}$$

$$\text{Distance} = \sqrt{(1078.93 - 1090.03)^2 + (2584.54 - 2590.29)^2 + (2803.96 - 2794.35)^2}$$

$$\text{Distance} = \sqrt{-11.1^2 + -5.75^2 + 9.61}$$

$$\text{Distance} = \sqrt{123.21 + 33.06 + 92.35}$$

$$\text{Distance} = \sqrt{248.62}$$

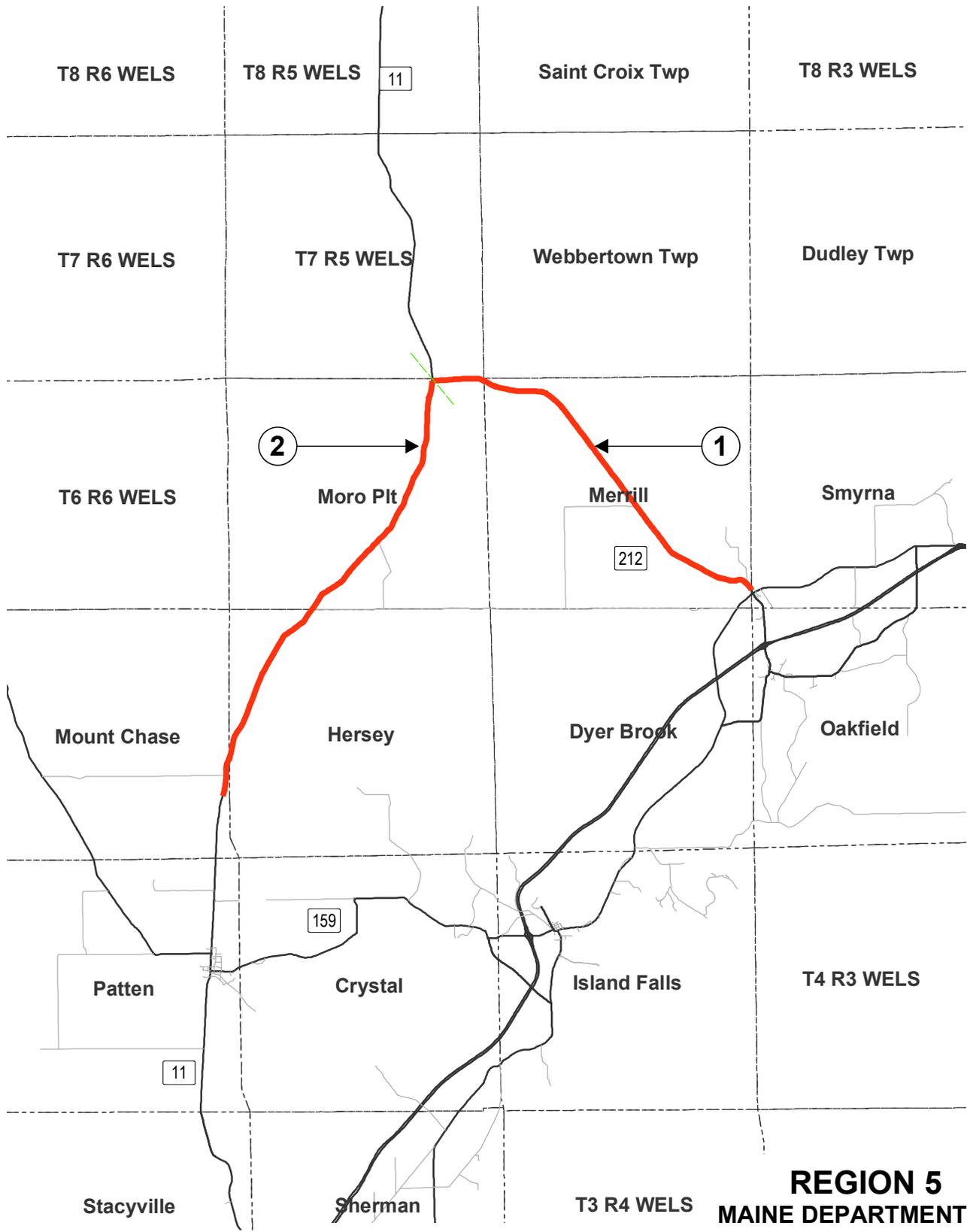
$$\text{Distance} = 15.7677 \text{ rounded to two places } 15.77 \text{ miles}$$

15.77 miles than would be placed in COST COMPUTATION CHART column marked "Haul Distance (in miles)" Multiply that number by \$0.52 and this will give you the unit haul cost. Multiply that by the tonnage and you will have your total section cost.

**NOTE:** ALL WORK WILL BE CARRIED OUT TO SIX PLACES TO THE RIGHT OF THE DECIMAL POINT. FINAL DISTANCE IN MILES CAN BE ENTERED INTO THE COST COMPUTATIONS SHEET ROUNDED OFF TO TWO PLACES USING SOUND ENGINEERING PRACTICES.

## Region 5

<b>PIN</b>	<b>Map ID</b>	<b>Towns</b>	<b>Route</b>	<b>Project Description</b>	<b>Miles</b>	<b>Tons</b>	<b>Mix Type</b>
15806.00	1	Merrill	212	Beginning at the Smyrna-Merrill town line and extending westerly 10.21 miles to Route 11. RLM 0.09 to 10.30.	10.21	13,300	9.5
		X1 1017.186	Y1 -2548.722	Z1 2859.285			
15809.00	2	Mount Chase, Hersey, Merrimack	11	Beginning 0.42 of a mile south of the Owlsboro Rd, and extending northerly to the intersection of Routes 11 and 212. RLM 309.19 to 321.01.	11.82	15,200	9.5
		X1 1011.808	Y1 -2553.219	Z1 2857.180			
					total miles	total tons	
					22.03	28,500	



**REGION 5  
MAINE DEPARTMENT OF  
TRANSPORTATION**

**MAINTENANCE SURFACE  
TREATMENT  
2007**

PINS 15806.00 and 15809.00

**Legend**

- MDOT ROADS
- OTHER PUBLIC ROADS
- PAVEMENT PRESERVATION
- PROJECT SEPARATIONS
- REGIONS



HAUL ROUTE DESCRIPTION

The HMA Paving will be produced from a plant located at (Define exact location even if it is a commercial plant):

Note: "Public Highway" as used here means either a state maintained way or a town maintained way.

Exact Plant Location A: \_\_\_\_\_  
\_\_\_\_\_

Plant Location A: Latitude (degree, minutes & seconds) \_\_\_\_\_  
Longitudes (degree, minutes & seconds) \_\_\_\_\_

Plant Location A: Latitude (decimal degrees) \_\_\_\_\_  
Longitudes (decimal degrees) \_\_\_\_\_

Plant Location A to middle ordinate (closer tenth of a mile) to  
Map Id # 1 \_\_\_\_\_ Map Id # 2 \_\_\_\_\_

Exact Plant Location B: \_\_\_\_\_  
\_\_\_\_\_

Plant Location B: Latitude (degree, minutes & seconds) \_\_\_\_\_  
Longitudes (degree, minutes & seconds) \_\_\_\_\_

Plant Location B: Latitude (decimal degrees) \_\_\_\_\_  
Longitudes (decimal degrees) \_\_\_\_\_

Plant Location B to middle ordinate (closer tenth of a mile) to  
Map Id # 1 \_\_\_\_\_ Map Id # 2 \_\_\_\_\_

Region 5

**MAINTENANCE SURFACE TREATMENT**

Merrill - PIN 15806.00

Mount Chase, Hersey & Moro Pit - PIN 15809.00

**COST COMPUTATION CHART**

( to be filled out by Bidder )

Note: Show pit location in red, on map.

MAP ID	Route	First Town	Pit Location A-B-C	Haul Distance (in miles)	X	\$0.52 / mile	=	Unit Haul Cost	X	Est. MST Ton	Est. 9.5mm Ton	=	Total Section Haul Cost	
														\$
1	212	Merrill			X	\$0.52 / mile	=		X		13,300	=	\$	
2	11	Mount Chase			X	\$0.52 / mile	=		X		15,200	=	\$	

\$ \_\_\_\_\_  
Total Area Haul Cost

Item 461.210      28,500      X      \_\_\_\_\_  
Total Tons      Unit price      = \$ \_\_\_\_\_  
9.5mm HMA Mix and Place Cost

Item 202.203      2000      X      \_\_\_\_\_  
Total Sq yds      Unit price      = \$ \_\_\_\_\_  
Butt Joint Cost

\$ \_\_\_\_\_  
**Total Bid Amount**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

### SECTION 101

#### CONTRACT INTERPRETATION

##### 101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

### SECTION 102

#### DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

### SECTION 103

#### AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

### SECTION 104

#### GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office Landscape Unit.

## SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of

the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

## SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt:  $PF = [55 + (\text{Quality Level} * 0.5)] * 0.01$ "

## SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department,

except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

<u>From More Than</u>	<u>Up to and Including</u>	<u>Amount of Liquidated Damages per Calendar Day</u>
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

## SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

## SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment Third sentence, delete the words "subsections (A) - (E)"

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs if determined by the Department to be lower.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work.”

SECTION 110  
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

## SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change “...Code of Maine Regulations 401.” to “...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.”

## SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: “The use of perchlorate is not allowed in blasting operations.”

SECTION 502  
STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer...". Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ....."

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace "forms" with "forms and false work"

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace "The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement." with "The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position."

502.15 Curing Concrete First paragraph; replace the first sentence with the following; "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work."

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts "When the ambient temperature...."

Fourth paragraph; delete "approved" to now read "...continuously wet for the entire curing period..."

Fifth paragraph; second sentence; change "...as soon as it is possible to do so without damaging the concrete surface." to "...as soon as possible."

Seventh paragraph; first sentence; change "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work."

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

### SECTION 503 REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: "All tack welding shall be done in accordance with Section 504, Structural Steel." to "All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel."

### SECTION 504 STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: "Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied."

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

504.31 Shop Assembly Add the following as the last sentence: "The minimum assembly length shall include bearing centerlines of at least two substructure units."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from "One hundred percent..." to "Twenty five percent..."

### SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.05 Inspection Facilities Add the follow as the last paragraph: "If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SECTION 603  
**PIPE CULVERTS AND STORM DRAINS**

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604  
**MANHOLES, INLETS, AND CATCH BASINS**

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 605  
**UNDERDRAINS**

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606  
**GUARDRAIL**

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way

roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

## SECTION 609 CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

## SECTION 615 LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

## SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

## SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

## SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

## SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

## SECTION 627 PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

## SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. 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. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

## SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “...desktop copier/scanner...”

## SECTION 652

### MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportation's Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display."

652.2.4 Other Devices Delete the last paragraph and add the following:

"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National

Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.”

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected..” In the third sentence; change “Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance,...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. Breaker flaggers will not be paid for separately, but shall be considered incidental to the appropriate pay item.”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

## SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact...” to “...not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact...”

## SECTION 656

### TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. 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 701

### STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from "ASTM C311" to "ASTM C114".

## SECTION 703

### AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from "85 - 10" to "85 - 100"

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have..." and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [1/2 in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the fourth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.18 Common Borrow Replace the first paragraph with the following: "Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or

previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

## SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in it’s entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO’s National Transportation Product Evaluation Program.”

## SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

## SECTION 710 FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: “Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B.”

710.07 Guardrail Posts Section b. change “...AASHTO M183/M183M...” to “...AASHTO M 270M/M 270 Grade 250 (36)...”

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717  
ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720  
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND  
TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722  
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”