



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

March 16, 2009  
Subject: **Bangor, Old Town, Alton, Edinburg ...**  
Federal Project No's. IM-1595(300)E, IM-1595(400)E,  
IM-1677(500)E, IM-1682(200)E  
State Pin No's. 015953.00, 015954.00, 016775.00,  
016822.00  
**Amendment No. 2**

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 4 through 12), **REMOVE** the "SCHEDULE OF ITEMS" 9 pages dated 090218 and **REPLACE** with the attached new "SCHEDULE OF ITEMS" 10 pages dated 090312.

In the Bid Book, "CONTRACT AGREEMENT, OFFER & AWARD" **REPLACE** pages 15 and 19 with the new attached pages 15 and 19. This changes the award period from 60 days back to 30 days.

In the Bid Book (pages 85 through 87), **REMOVE** the "GENERAL NOTES", 3 pages undated and **REPLACE** with the attached new "GENERAL NOTES", 3 pages dated March 12, 2009.

In the Bid Book (page 103) **REMOVE** and disregard "SPECIAL PROVISION, SECTION 103, AWARD AND CONTRACTING, (notice of Award).

In the Bid Book (pages 104 through 106), **REMOVE** "SPECIAL PROVISIONS, SECTION 104, Utilities", 3 pages dated February 17, 2009 and **REPLACE** with the attached new "SPECIAL PROVISIONS, SECTION 104, Utilities", 3 pages amended March 11, 2009

In the Bid Book (pages 107 through 109), **REMOVE** "SPECIAL PROVISIONS, SECTION 104, Utilities", 3 pages dated February 17, 2009 and **REPLACE** with the attached new "SPECIAL PROVISIONS, SECTION 104, Utilities", 3 pages amended March 11, 2009

In the Bid Book (pages 110 and 111), **REMOVE** "SPECIAL PROVISIONS, SECTION 104, Utilities", 2 pages dated February 17, 2009 and **REPLACE** with the attached new "SPECIAL PROVISIONS, SECTION 104, Utilities", 3 pages amended March 11, 2009

In the Bid Book, after page 113, **INSERT** the attached "SPECIAL PROVISION, PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES" 10 pages dated February 25, 2009.

The following questions have been received:



PRINTED ON RECYCLED PAPER

**Question:** How is the sweeping, watering, and scooping (sand) behind the grader going to be paid for?

**Response:** Please see the above change to the General Notes.

**Question:** Special Provision 104 states that no work will be performed on the railroad bridge deck, but the plans call for substantial rehabilitation on this structure. Please clarify.

**Response:** Please see the above change to the General Notes.

**Question:** There is no pay item for reinforcing steel. Developing rebar schedules, drilling & grouting rebar, modifying rebar etc. is incidental per plan notes. Supplying and installing rebar, however, has not been designated as incidental. Please explain.

**Response:** The furnishing and installation of reinforcing steel shall be considered incidental to related contract items. References; Standard Spec page 606.09 page 6-23 and Special provision 502, Bridge Joint Modifications.

Consider these changes and information prior to submitting your bid on March 18, 2009.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford".

Scott Bickford  
Contracts & Specifications Engineer

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 015953.00

PROJECTS

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IM-1595(300)E

IM-1595(400)E

IM-1677(500)E

OTHERS

COUNTY : PENOBSCOT

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015953.00

PROJECT(S): IM-1595(300)E  
 IM-1595(400)E  
 IM-1677(500)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	202.205 RUMBLE STRIPS - SHOULDER	379000.000 LF				
0020	205.51 WIDENING OF EXISTING SHOULDER - PLAN QUANTITY	3500.000 SY				
0030	403.102 HOT MIX ASPHALT PAVEMENT - SPECIAL AREAS	225.000 T				
0040	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	56250.000 T				
0050	403.211 HOT MIX ASPHALT (SHIMMING)	27350.000 T				
0060	409.15 BITUMINOUS TACK COAT - APPLIED	51300.000 G				
0070	424.3331 ASPHALT LOW MODULUS CRACK SEALER, APPLIED	31600.000 LB				
0080	424.3333 LOW MODULUS JOINT SEALER, APPLIED	223000.000 LF				
0090	504.069 CONCRETE PIPE TIES	314.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015953.00

PROJECT(S): IM-1595(300)E  
 IM-1595(400)E  
 IM-1677(500)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	507.08 BRIDGE RAILING	176.000 LF				
0110	507.30 ALUMINUM RAIL BAR SPLICE RETROFIT	16.000 EA				
0120	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0130	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0140	518.39 REPAIRING GRANITE CURB BEDDING MORTAR	140.000 LF				
0150	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN.	1909.000 SF				
0160	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN.	50.000 SF				
0170	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN.	15.000 CY				
0180	518.70 REPAIR OF OVERHEAD SURFACES < 7.9 IN.	50.000 SF				
0190	520.242 BRIDGE JOINT MODIFICATION TYPE 2	8.000 EA				

SCHEDULE OF ITEMS

CONTRACT ID: 015953.00

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 IM-1595(400)E  
 IM-1677(500)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	520.243 BRIDGE JOINT MODIFICATION TYPE 3	2.000 EA				
0210	520.26 LONGITUDINAL BRIDGE JOINT MODIFICATION	25.000 LF				
0220	526.34 PERMANENT CONCRETE TRANSITION BARRIER	12.000 EA				
0230	603.17 18 INCH CULVERT PIPE OPTION I	60.000 LF				
0240	603.195 24 INCH REINFORCED CONCRETE PIPE CLASS III	150.000 LF				
0250	603.205 30 INCH REINFORCED CONCRETE PIPE CLASS III	58.000 LF				
0260	603.215 36 INCH REINFORCED CONCRETE PIPE CLASS III	30.000 LF				
0270	603.225 42 INCH REINFORCED CONCRETE PIPE CLASS III	50.000 LF				
0280	603.7424 REMOVE & RELAY 24 INCH CONCRETE PIPE	516.000 LF				
0290	603.743 REMOVE & RELAY 30 INCH CONCRETE PIPE	222.000 LF				

SCHEDULE OF ITEMS

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 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	603.7436 REMOVE & RELAY 36 INCH CONCRETE PIPE	140.000 LF				
0310	603.7442 REMOVE & RELAY 42 INCH CONCRETE PIPE	58.000 LF				
0320	603.7448 REMOVE & RELAY 48 INCH CONCRETE PIPE	152.000 LF				
0330	603.7454 REMOVE & RELAY 54 INCH CONCRETE PIPE	50.000 LF				
0340	606.1721 BRIDGE TRANSITION - TYPE 1	18.000 EA				
0350	606.178 GUARDRAIL BEAM	1500.000 LF				
0360	606.24 GUARDRAIL TYPE 3D - SINGLE RAIL	2675.000 LF				
0370	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	3.000 EA				
0380	606.35 GUARDRAIL DELINEATOR POST	10.000 EA				
0390	606.352 REFLECTORIZED BEAM GUARDRAIL DELINEATORS	1025.000 EA				

SCHEDULE OF ITEMS

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 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	156.000 EA				
0410	606.362 GUARDRAIL ADJUSTED	8000.000 LF				
0420	606.367 REPLACE UNUSABLE EXISTING GUARDRAIL POSTS	35.000 EA				
0430	606.79 GUARDRAIL 350 FLARED TERMINAL	85.000 EA				
0440	610.08 PLAIN RIPRAP	150.000 CY				
0450	610.18 STONE DITCH PROTECTION	25.000 CY				
0460	612.06 BITUMINOUS SEALING - BLACK	250.000 SY				
0470	613.319 EROSION CONTROL BLANKET	4250.000 SY				
0480	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	2575.000 UN				
0490	619.1201 MULCH - PLAN QUANTITY	2575.000 UN				



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 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	619.1401 EROSION CONTROL MIX	650.000 CY				
0510	627.618 12 INCH SOLID WHITE PAVEMENT MARK LINE	23700.000 LF				
0520	627.72 6 INCH WHITE PAVEMENT MARKING LINE	455000.000 LF				
0530	627.74 6 INCH YELLOW PAVEMENT MARKING LINE	229000.000 LF				
0540	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	450.000 SF				
0550	627.781 TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	684000.000 LF				
0560	629.05 HAND LABOR, STRAIGHT TIME	250.000 HR				
0570	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	700.000 HR				
0580	631.122 MINI ALL-PURPOSE EXCAVATOR (INCLUDING OPERATOR)	270.000 HR				
0590	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	400.000 HR				

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 IM-1677(500)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0600	631.133 SKID STEER (INCLUDING OPERATOR)	300.000 HR				
0610	631.14 GRADER (INCLUDING OPERATOR)	650.000 HR				
0620	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	1700.000 HR				
0630	631.22 FRONT END LOADER (INCLUDING OPERATOR)	425.000 HR				
0640	639.18 FIELD OFFICE TYPE A	1.000 EA				
0650	639.19 FIELD OFFICE TYPE B	1.000 EA				
0660	645.306 FLEXIBLE REFLECTORIZED DELINEATOR	175.000 EA				
0670	652.30 FLASHING ARROW BOARD	9.000 EA				
0680	652.33 DRUM	1825.000 EA				
0690	652.34 CONE	1800.000 EA				

SCHEDULE OF ITEMS

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 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0700	652.35 CONSTRUCTION SIGNS	7000.000 SF				
0710	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	241.000 CD				
0720	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	8.000 EA				
0730	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0740	659.10 MOBILIZATION	LUMP	LUMP			
0750	660.21 ON-THE-JOB TRAINING (BID)	4000.000 HR				
	SECTION 0001 TOTAL					.

SECTION 0002 CONTRACTOR RETAINS 10% OF PAVEMENT MILLINGS

0760	202.202 REMOVING PAVEMENT SURFACE	673000.000 SY				
	SECTION 0002 TOTAL					.

SECTION 0003 CONTRACTOR RETAINS 25% OF PAVEMENT MILLINGS

SCHEDULE OF ITEMS

CONTRACT ID: 015953.00

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 IM-1595(400)E  
 IM-1677(500)E  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0770	202.202 REMOVING PAVEMENT SURFACE	673000.000 SY				
	SECTION 0003 TOTAL					.

SECTION 0004 CONTRACTOR RETAINS 50% OF PAVEMENT MILLINGS

0780	202.202 REMOVING PAVEMENT SURFACE	673000.000 SY				
	SECTION 0004 TOTAL					.

SECTION 0005 CONTRACTOR RETAINS 75% OF PAVEMENT MILLINGS

0790	202.202 REMOVING PAVEMENT SURFACE	673000.000 SY				
	SECTION 0005 TOTAL					.

SECTION 0006 CONTRACTOR RETAINS 100% OF PAVEMENT MILLINGS

0800	202.202 REMOVING PAVEMENT SURFACE	673000.000 SY				
	SECTION 0006 TOTAL					

SCHEDULE OF ITEMS

REVISED:

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PROJECT(S): IM-1595(300)E  
IM-1595(400)E  
IM-1677(500)E  
OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
TOTAL BID						

**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 Nos. **15953.00, 15954.00, 16775.00, & 16822.00, for the Hot Mix Asphalt Overlay, Pavement Milling, Bridge wearing Surface Replacements, with Drainage and Safety Improvements in the cities of Bangor and Old Town, towns of Alton, Edinburg, Howland, Medway, Orono, Veazie, Argyle Twp, Mattamiscontis Twp, T2-R8 NWP, and T2-R9 NWP, County of Penobscot, State of Maine,** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, 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 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 with their bid.

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

**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 Nos. **15953.00, 15954.00, 16775.00, & 16822.00, for the Hot Mix Asphalt Overlay, Pavement Milling, Bridge wearing Surface Replacements, with Drainage and Safety Improvements in the cities of Bangor and Old Town, towns of Alton, Edinburg, Howland, Medway, Orono, Veazie, Argyle Twp, Mattamiscontis Twp, T2-R8 NWP, and T2-R9 NWP, County of Penobscot, State of Maine,** on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, 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 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 with their bid.

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

## **GENERAL NOTES**

1. Where deemed necessary by the Resident, winter sand (outside paved areas) shall be removed from the edges of shoulders and placed in designated areas or disposed of. Payment will be made under the appropriate hourly rental items. The disposal of all waste (including but not limited to obtaining waste permits, grading, mulching and seeding) shall be considered incidental to the related rental items.
2. No utility involvement is anticipated.
3. Hot mix asphalt shall be placed along exposed joints at ramps (milled and paved surfaces) on a 12:1 taper to maintain traffic to the width specified by the Resident. Placement, maintenance and removal of these tapers will be considered incidental to 403 Items.
4. All joints between existing and proposed hot mix asphalt shall be butted. Payment shall be made under Item 202.202.
5. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs shall be at the Contractor's expense.
6. Any necessary cleaning of existing pavement prior to paving shall be incidental to the related paving items.
7. When milling the lane adjacent to the newly placed pavement, the milling machine shall mill into the newly placed pavement by 3"+/- or as directed by the Resident. The contractor will be paid for the Pavement removal and HMA under items 202.202, 403.211, 403.208.
8. As directed by the Resident, all existing Underdrain Outlets shall be located, cleaned out, and ditched as required or replaced as necessary. Payment will be made under appropriate hourly contract items.
9. 350 Flared Terminals shall be installed concurrently with the placement of each section of beam guardrail and or replacement of end treatments.
10. All Guardrail including MELT's, BCT's and twisted ends which is removed and not reused on the project shall become property of the Contractor. The removal and disposal of these items is incidental to all the 606 items.
11. Holes created by Guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment to be considered incidental to the guardrail items.



## **GENERAL NOTES**

12. "Undetermined Locations" shall be determined by the Resident.
13. Stations referenced are approximate.
14. All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion & Sedimentation Control, February, 2008.
15. Reference to left or right is in the direction of stationing which runs south to north.
16. Interstate crossovers may be used by Contractor at the discretion of the Department only.
17. Milling widths may be adjusted by the Resident.
18. The paved gore areas between the on/off ramps and the mainline shall have an edge line of 12 inch white pavement marking line, Item 627.618, as directed by the Resident.
19. No separate payment for superintendent or foreman will be made for the supervision of work paid under equipment rental items, however supervision is required.
20. Cleaning of the pavement following rental work will be considered incidental to the rental items. Cleaning will be done daily and to the satisfaction of the Resident prior to the Contractor leaving the project for the day.
21. Temporary erosion control blanket is estimated for use in ditching areas. When used in other areas to conform to Special Provision 656, blanket will not be measured.
22. Pavement grindings/millings that are to become property of the State of Maine, shall be delivered and stockpiled at the following MDOT Maintenance lots as directed; from station 997+40 to approximately Exit 217 millings shall be delivered to the Alton lot located on Route 16, from approximately Exit 217 to approximately station 2663+00 millings shall be delivered to the West Enfield lot located on Route 2, from approximately station 2663+00 to 3217+40 millings shall be delivered to the Medway lot located on Route 11. Payment for delivery and stockpiling will be incidental to Item 202.202. Stockpiling shall include all equipment, personnel, and all other necessary incidentals required to construct stockpiles as per normal construction practices.

**GENERAL NOTES**

23. All ditches that are regraded/excavated must receive erosion control immediately, as directed by the Resident.
24. Item #205.51 widening of existing shoulder shall be 3' wide in areas where new guardrail shall be installed. In areas where Item #205.51 widening of existing shoulder is used for guardrail end treatments, Item #205.51 shall conform to the dimensions for shoulder widening for guardrail 350 end terminal on page 606(19) of the Department's standard details book Revision of December 2002. Any borrow needed to construct sub-grade or in-slopes will be considered incidental to item 205.51 and shall contain rocks no larger than 1".
25. All pipe, rental, and guardrail work to be completed in the area prior to the contractor commencing milling and paving operations in that area unless otherwise authorized by the Resident.
26. Disposal of all pipe ends that are removed shall be considered incidental to related pipe items.
27. The depth of the erosion control mixture will vary as directed by the Department, but in general will be an average of 4".
28. Item 612.06 Bituminous Sealing Black will be paid for on bridges that are not being resurfaced. On bridges being resurfaced this work will be considered incidental to the related paving items.

**SPECIAL PROVISIONS  
 SECTION 104  
 Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction

Temporary utility adjustments are **not** anticipated.

All adjustments are to be made by the respective utility unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

**Overview:**

Utility/Railroad	Aerial	Underground	Railroad
<b>Northern New England Telephone (Fairpoint)</b>	X	X	
<b>Searsport- Limestone Pipe line</b>		X	
<b>Maine DOT, variable flashing speed signs</b>	X	X	
<b>Maine DOT, traffic counter loops</b>		X	
<b>Eastern Maine Railway Company</b>			X
<b>AT&amp;T Co.</b>	X	X	
<b>Mid Maine Communications</b>	X		

**AERIAL**

No Aerial Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

TOWN: Bangor-Argyle, Mattamiscontis TWP - Howland, T2R8- Medway

PROJECT: IM-1595(300)E, 15953.00

DATE: February 17, 2009 , Amended March 11, 2009

## **AERIAL**

### **Northern New England Telephone (Fairpoint)**

Northern New England Telephone Operations ( Fairpoint) has aerial and underground facilities within the limits of this project. They require five (5) working days notice before the contractor starts work. Please Contact David Leavitt at (207)990-5239 for Fairpoint questions.

### **Mid Maine Communications**

Mid Maine Communications have aerial facilities within the limits of this project. They require five (5) working days notice before the contractor starts work.

Please contact Jim Toplin at (207) 688-8824 for Mid Maine Communications questions.

### **Maine Department of Transportation (Maine DOT)**

Maine Department of Transportation has poles, sign bases and buried cable connecting the variable flashing speed signs to the solar panels located within the limits of this project. Note: The buried cable may be less than three (3) feet under the existing ground. The contractor shall use caution when working around these fixtures. Please contact Ron Cote, MDOT at (207) 446-2305 for questions concerning this facility. Ron Cote requires five (5) working days notice before the contractor starts work.

### **Railway**

Eastern Maine Railway Company has tracks that pass under I-95 within the limits of this Project. They also own the power lines and poles that run along the side of the tracks. The Railway requires five (5) working days notice before the contractor starts work Please contact Fred McLaughlin at (207) 736-2373 for Eastern Maine Railway questions

### **AT&T Co.**

AT&T Co. has poles and an underground vault with buried fiber optic cable located along the Railway Right of way and passes under I-95 as well. Please contact Mary Beth Lewis at (207) 249-9199 for AT&T Co. questions.

### **Maine DOT**

Maine Dot is preparing an agreement with Eastern Maine Railway Company that will allow the contractor to work on the bridge deck that crosses over the Railway. Once that document is signed the contractor can proceed with the bridge deck work.

**NOTE: If** that agreement is not signed by the time construction is started then Maine Dot and its contractor will stop and start the milling and paving process at each bridge abutment. **NO WORK** will be performed on the bridge deck crossing over the Eastern Maine Railway tracks and AT&T Co.

TOWN: Bangor-Argyle, Mattamiscontis TWP - Howland, T2R8- Medway

PROJECT: IM-1595(300)E, 15953.00

DATE: February 17, 2009 , Amended March 11, 2009

## **SUBSURFACE**

Other than Maine Department of Transportation, no Subsurface Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

### **Maine Department of Transportation (Maine DOT)**

Maine DOT has traffic counter loops on Interstate 95 just south of the Howland 227 interchange in both the northbound and southbound lanes. Please contact Deborah Morgan at (207)624-3606, Maine DOT for questions concerning this facility. Deborah Morgan requires five (5) working days notice before the contractor starts milling around these loops.

### **Searsport- Limestone Pipe line**

Searsport- Limestone Pipe Line has an underground pipeline that crosses underneath the Interstate 95 roadway at about one and one half(1 ½) miles south of Pushaw Steam. This pipeline is supposedly buried very deep but the contractor should use extreme caution when working around this utility. If the contractor wants to use test holes to locate the pipeline, only hand excavation is allowed. Please contact Dick Day at (207) 947-0019 for Searsport-Limestone Pipe Line questions.

## **DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System. **1-888-344-7233**

## **DIG SAFE**

Nothing in the Special Provisions is intended to replace, excuse or relieve the Contractor from complying with the requirements/provisions of the M.R.S.A. paragraph 3360-A, the Maine "Dig Safe" System.

## **MAINTAINING UTILITY LOCATION MARKINGS**

The contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

## **SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

The contractor shall not excavate around any pole or guy anchor to a depth that compromises the stability of the pole.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY .**

TOWN: T2 R8 NWP  
PROJECT: IM-1595(400)E, 15954.00  
DATE: February 17, 2009, Amended March 11,2009.

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction

Temporary utility adjustments are **not** anticipated.

All adjustments are to be made by the respective utility unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
<b>Eastern Maine Railway Company</b>			X
<b>AT&amp;T Co.</b>	X	X	
<b>Maine DOT, variable flashing speed signs</b>	X	X	

**AERIAL**

No Aerial Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

TOWN: T2 R8 NWP  
PROJECT: IM-1595(400)E, 15954.00  
DATE: February 17, 2009, Amended March 11,2009.

### **Maine Department of Transportation (Maine DOT)**

Maine DOT has several poles, signs, sign bases and buried cable connecting the variable flashing speed signs to solar panels located within the limits of this project. Note: The buried cable may be less than three (3) feet under the existing ground. The contractor shall use caution when working around these fixtures. Please contact Ron Cote, Maine DOT at 446-2305 for questions concerning this facility. Ron Cote requires five (5) working days notice before the contractor starts work.

### **Railway**

Eastern Maine Railway Company has tracks that pass under I-95 within the limits of this project. They also own the power lines and poles that run along the side of the tracks. Please contact Fred McLaughlin at (207)736-2373 for Eastern Maine Railway questions.

### **AT&T CO.**

AT&T Co. has poles and an underground vault with buried fiber optic cables located along the Railway Right of Way and passes under I-95 as well. Please Contact Mary Beth Lewis at (207)249-9199 for AT&T Co. questions.

**Maine DOT** is preparing an agreement with Eastern Maine Railway Company that will allow the contractor to on the bridge deck that crosses over the Railway. Once that document is signed, the contractor can proceed with the bridge deck work.

**Note: If** that agreement has not been signed by the time construction is started then Maine DOT and its contractor will stop and start the milling and paving process at each bridge abutment. **NO WORK** will be performed on the bridge deck crossing over the Eastern Maine Railway tracks and AT&T Co.

### **SUBSURFACE**

No Subsurface Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

### **DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System. **1-888-344-7233**

TOWN: T2 R8 NWP  
PROJECT: IM-1595(400)E, 15954.00  
DATE: February 17, 2009, Amended March 11,2009.

**DIG SAFE**

Nothing in the Special Provisions is intended to replace, excuse or relieve the Contractor from complying with the requirements/provisions of the M.R.S.A. paragraph 3360-A, the Maine “Dig Safe” System.

**MAINTAINING UTILITY LOCATION MARKINGS**

The contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

**SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

The contractor shall not excavate around any pole or guy anchor to a depth that compromises the stability of the pole.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY**

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**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility work to be undertaken in conjunction with this project. The following list identifies all known utilities having facilities presently located within the limits of this project or intending to install facilities during project construction

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
<b>Maine DOT, variable flashing speed signs</b>	X	X	
<b>Maine DOT, traffic sensor loops</b>		X	
<b>Mid Maine Communications</b>	X		

Temporary utility adjustments are **not** anticipated.

All adjustments are to be made by the respective utility unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

**AERIAL**

**Maine Department of Transportation (Maine DOT)**

Maine DOT has several poles, signs, bases and buried cable connecting the variable flashing speed signs to the solar panels located within the limits of this project. Note: The buried cable may be less than Three (3) feet under the existing ground. The contractor shall use caution when working around these fixtures. Please contact Ron Cote, at 446-2305, Maine DOT for questions concerning this facility. Ron Cote requires five (5) working days notice before the contractor starts work.

TOWN: Howland, Edinburg, Argyle, Alton  
PROJECT:IM-1677(500)E, 16775.00  
DATE: February 17, 2009, Amended March 11, 2009.

### **Mid Maine Communications**

Mid Maine Communications have aerial facilities within the limits of this project. Mid Maine Communications requires five (5) working days notice before the contractor starts construction. Please contact Jim Taplin at (207) 688-8824 for questions concerning this utility.

No Aerial Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

### **SUBSURFACE**

Other than Maine Department of Transportation, no Subsurface Utility adjustments are anticipated as part of this project. Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

### **Maine Department of Transportation (Maine DOT)**

Maine DOT has traffic counter loops on Interstate 95 just south of Howland 227 interchange in both the northbound and southbound lanes. Please contact Debbie Morgan, at 624-3606, Maine DOT for questions concerning this facility. Debbie Morgan requires five (5) working days notice before the contractor starts milling around these loops.

### **DIG SAFE**

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System. **1-888-344-7233**

### **DIG SAFE**

Nothing in the Special Provisions is intended to replace, excuse or relieve the Contractor from complying with the requirements/provisions of the M.R.S.A. paragraph 3360-A, the Maine "Dig Safe" System.

TOWN: Howland, Edinburg, Argyle, Alton  
PROJECT:IM-1677(500)E, 16775.00  
DATE: February 17, 2009, Amended March 11, 2009.

**MAINTAINING UTILITY LOCATION MARKINGS**

The contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

**SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

The contractor shall not excavate around any pole or guy anchor to a depth that compromises the stability of the pole.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY**

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**SPECIAL PROVISION  
PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES**

**1. GENERAL REQUIREMENTS**

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from its failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

**2. AMOUNT OF RAILROAD WORK**

The estimated amount of work to be done within 15.24 Meters (50 feet) of the track of the Eastern Maine Railway Company is 1 % of the contract.

**3. NUMBER OF TRAINS AND TRAIN SPEED**

The Contractor is notified that a maximum speed of [REDACTED] kph ([REDACTED] mph) will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is [REDACTED].

**4. PRIORITY OF RAILROAD OPERATIONS**

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

**5. AUTHORITY OF RAILROAD TO STOP WORK**

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

## **6. ENTRY UPON RAILROAD PROPERTY**

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the "Contractor"), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the "Railroad's Chief Engineer").

## **7. NOTICE REQUIRED BEFORE ENTRY**

The Contractor shall give written notice to the Railroad's Chief Engineer at least [REDACTED] calendar day(s) in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

## **8. HAZARDS**

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than [REDACTED] meters ([REDACTED] feet) to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than [REDACTED] meters ([REDACTED] feet) to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than [REDACTED] meters ([REDACTED] feet) to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve, swinging booms or chutes that could in any way come nearer than [REDACTED] meters ([REDACTED] feet) to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

## **9. MINIMUM CLEARANCES**

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of [REDACTED] meters ([REDACTED] feet) above the top of high rail and a minimum side clearance of [REDACTED] meters ([REDACTED] feet) from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

## **10. WORK PLAN SUBMITTAL AND APPROVAL**

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least [REDACTED] calendar day(s) in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting its Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

## **11. EXCAVATIONS**

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have [REDACTED] week(s) to perform such review and approval and issue a written permission to proceed with the excavation. No excavation shall proceed without such permission.

At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress. No excavation work shall be performed by the Contractor within the limits of the Railroad right of way, whether or not also within the limits of a public highway, until the Contractor has ascertained from the Chief Engineer of the railroad the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

## **12. EQUIPMENT**

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

## **13. RAILROAD SERVICES - GENERALLY**

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure of ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

## **14. INSPECTION / FLAGGING**

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to **12** man days of said flagging or inspection. Man days are 10 hours for each day. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the

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Railroad by the Department, and will be recovered by the Department from the Contractor.



(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing [REDACTED] calendar day(s) before beginning, resuming or suspending work within [REDACTED] meters ([REDACTED] feet) of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon [REDACTED] calendar day(s) notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

(c) Estimated Cost. The following is an estimate of the cost per day of inspection/flagging necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Date of estimate [REDACTED].

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): [REDACTED]

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime):  
[REDACTED]

Estimated rate for hours worked in excess of eight (8) hours in any one day: [REDACTED]

Rates charged will be those in effect at the time of the performing the inspection/flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(d) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of [REDACTED] a.m. to [REDACTED] p.m. unless otherwise noted and agreed to by all parties.

Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged used in determining available man days.

## **15. OTHER CONTRACTOR RESPONSIBILITIES**

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

## **16. EXTRA-CONTRACT SERVICES**

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as recollectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

## **17. INDEMNIFICATION**

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

## **18. INSURANCE**

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than [REDACTED] per single occurrence and [REDACTED] per aggregate total occurrences.

(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than [REDACTED] per single occurrence and [REDACTED] per aggregate total occurrences.

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(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the "save harmless" clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, "Responsibility for Damage Claims".

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad's protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

## **19. ROADWAY WORKER SAFETY REGULATION**

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

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**EXHIBIT A**

**ORIGINAL TO CONTRACTOR**

**MDOT/RAILROAD STOP WORK ORDER**

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	<b>N/R</b>
Railroad Official (Flagger/Inspector) Name	Date
Signature	
<b>SECTION B - ACTION TAKEN:</b>	

cc: MDOT - R.E. or Inspector  
MDOT - Utility Section  
MDOT - Construction Division  
Railroad - Chief Engineer

