Updated 1/19/10

STATE PROJECT

Effective January 20, 2010
Supersedes December 1, 2008

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, 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™ webbased service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. 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.
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 located at 16 Child Street in Augusta.
6. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

7. Complete the DBE Proposed Utilization form in the proper amounts, and submit with your bid on bid opening day. If you are submitting your bid electronically, you must FAX your DBE Utilization Form to (207) 624-3431.

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.

January 30, 2004
Supercedes February 11, 2003

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 David Venner at the MDOT Contracts mailbox at: 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.

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 infrormation:

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, executers, 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
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN: _____** **Town(s): _____**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)_____**
Bid Date: _____ **Fax: (_____)_____**

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received: _____**

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

September 14, 2007

Vendor Registration

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Mountain Division Rail Line Rehabilitation in the city/town of **Westbrook - Windham**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on November 17, 2010 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a (Highway Construction prequalification), or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: PIN. 17860.01

Location: In Cumberland County, project is located on the Mountain Division Rail Line.

Outline of Work: Rail Line Rehabilitation and other incidental work.

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 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 **Project Manager** Joel Kittredge 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 888-516-9364.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. 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.

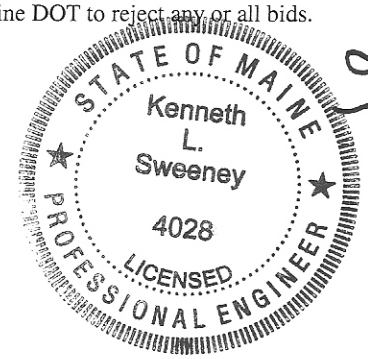
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of $100,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, 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

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

Augusta, Maine
October 27, 2010



KENNETH L. SWEENEY P. E.
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)

March 14, 2007
Supersedes March 3, 1966

Non-federal Projects Only

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).]

SCHEDULE OF ITEMS REVISED:

CONTRACT ID: 017860.01 PROJECT(S): 17860.01

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 PROJECT ITEMS					
0010	201.11 CLEARING	12.500 AC				
0020	202.12 REMOVING EXISTING STRUCTURAL CONCRETE	4.000 CY				
0030	203.20 COMMON EXCAVATION	3300.000 CY				
0040	203.21 ROCK EXCAVATION	25.000 CY				
0050	203.25 GRANULAR BORROW	50.000 CY				
0060	403.207 HOT MIX ASPHALT 19.0 MM HMA	140.000 T				
0070	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	50.000 T				
0080	605.11 12 INCH UNDERDRAIN TYPE C	350.000 LF				
0090	610.08 PLAIN RIPRAP	40.000 CY				
0100	613.319 EROSION CONTROL BLANKET	12000.000 SY				

CONTRACT ID: 017860.01 PROJECT(S): 17860.01

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS		UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	150.000	UN				
0120	619.1201 MULCH - PLAN QUANTITY	150.000	UN				
0130	620.56 DRAINAGE GEOTEXTILE	160.000	SY				
0140	620.58 EROSION CONTROL GEOTEXTILE	80.000	SY				
0150	620.61 REINFORCEMENT GEOTEXTILE (SEWN SEAMS)	500.000	SY				
0160	629.05 HAND LABOR, STRAIGHT TIME	80.000	HR				
0170	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	20.000	HR				
0180	631.11 AIR TOOL (INCLUDING OPERATOR)	20.000	HR				
0190	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	40.000	HR				
0200	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	20.000	HR				
0210	631.14 GRADER (INCLUDING OPERATOR)	20.000	HR				

CONTRACT ID: 017860.01 PROJECT(S): 17860.01

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS		UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	40.000	HR				
0230	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	20.000	HR				
0240	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	20.000	HR				
0250	631.22 FRONT END LOADER (INCLUDING OPERATOR)	40.000	HR				
0260	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	20.000	HR				
0270	647.01 NEW 115 RE TIMBER & BALLASTED TRACK CONSTRUCTION	13200.000	LF				
0280	647.02 NEW 115 RE TIMBER& BALLASTED TRACK CONSTRUCTION IN CROSSINGS	4200.000	LF				
0290	648.31 TREATED TIMBER AND BITUMINOUS CROSSINGS	120.000	LF				
0300	652.33 DRUM	50.000	EA				
0310	652.34 CONE	50.000	EA				
0320	652.35 CONSTRUCTION SIGNS	600.000	SF				

CONTRACT ID: 017860.01 PROJECT(S): 17860.01

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0330	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	100.000 CD				
0340	652.38 FLAGGER	1600.000 HR				
0350	654.01 CLEANING EXISTING DITCH	17000.000 LF				
0360	654.02 NEW DITCH CONSTRUCTION	1000.000 LF				
0370	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0380	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

_____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN. **17860.01**
for **Rail Line Rehabilitation** in the city/town of **Westbrook - Windham**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 25, 2011.** 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 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

_____

$_ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, 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 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. 17860.01 - Rail Line Rehabilitation - in the city/town of Westbrook - Windham,

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

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in

any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. 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 Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

_____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN. **17860.01** for **Rail Line Rehabilitation** in the city/town of **Westbrook - Windham**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 25, 2011.** 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 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

_____

$_ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, 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 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. 17860.01 - Rail Line Rehabilitation - in the city/town of Westbrook - Windham,

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

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in

any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. 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 Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and **(Name of the firm bidding the job)** a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.**1224.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere,** County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is **____(Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)_____ $_ (repeat bid here in numerical terms, such as $102.10)_____** Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, 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, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay ,

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

_____	**(Sign Here)**
Date	(Signature of Legally Authorized Representative of the Contractor)
____(**Witness Sign Here)**	**(Print Name Here)**
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)	

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____ _____ **in 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 _____ _____ **in 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	…….....….....

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

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

Title of Project : Reconstruction of Mountain Division Rail Line 17860

Location of Project : Westbrook/Windham, Cumberland County

2010 Fair Minimum Wage Rates
Heavy & Bridge Cumberland County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asbestos/Lead Removal	$17.00	$0.85	$17.85	Ironworker - Structural	$21.50	$6.25	$27.75
Backhoe Loader Operator	$28.88	$4.13	$33.01	Laborers/Helper/Tender	$13.00	$1.33	$14.33
Blaster	$14.50	$1.91	$16.41	Laborer - Skilled	$15.78	$2.23	$18.01
Boilermaker	$30.19	$16.99	$47.18	Line Erector, Power	$22.99	$4.53	$27.52
Boom Truck Operator	$17.00	$3.13	$20.13	Loader Op, Front-End	$14.00	$1.44	$15.44
Bulldozer Operator	$17.35	$2.64	$19.99	Mechanic - Maintenance	$19.75	$4.66	$24.41
Carpenter	$19.00	$4.42	$23.42	Millwright	$22.25	$6.46	$28.71
Carpenter - Rough	$17.01	$2.64	$19.65	Painter	$14.00	$0.54	$14.54
Cement Mason/Finisher	$17.00	$1.30	$18.30	Pile Driver Operator	$23.91	$3.99	$27.90
Commun Equip Installer	$13.80	$1.11	$14.91	Pipe/Stm/Sprkler Fitter	$23.75	$4.96	$28.71
Commun Trans Erectr	$19.20	$2.91	$22.11	Pipelayer	$24.00	$12.42	$36.42
Crane Op =>15 Tons	$22.00	$5.40	$27.40	Plumber - Licensed	$21.50	$3.77	$25.27
Driller - Rock	$16.00	$9.13	$25.13	Plumber Helper - Lic	$16.00	$3.06	$19.06
Electrician, Licensed	$27.83	$5.31	$33.14	Rigger	$24.00	$4.73	$28.73
Electrician Hlpr (Licensed)	$16.50	$2.57	$19.07	Roller Operator - Earth	$12.80	$2.35	$15.15
Excavator Operator	$15.00	$3.18	$18.18	Sheet Metal Worker	$23.38	$16.12	$39.50
Fence Setter	$13.00	$1.33	$14.33	Truck Driver - Light	$15.75	$2.17	$17.92
Flagger	$13.40	$2.05	$15.45	Truck Driver - Medium	$14.70	$5.84	$20.54
Grader/Scraper Operator	$17.39	$3.67	$21.06	Truck Driver, Heavy	$12.88	$1.44	$14.32
Insulation Installer	$16.00	$6.19	$22.19	Truck Driver, Tractor Trlr	$17.84	$5.38	$23.22
Ironworker - Reinforcing	$21.15	$17.05	$38.20				

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

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

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

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

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HB-041-2010

Filing Date: September 24, 2010

Expiration Date: 12-31-2010

A true copy

Attest: _____
William A. Peabody
Director
Bureau of Labor Standards

BLS 424HB (R2010) (Heavy & Bridge Cumberland)

Westbrook-Windham
Mountain Division Rail Restoration
PIN 17860.01

PROJECT DESCRIPTION

The project involves reinstalling new rail track along the existing Mountain Division railroad corridor from Bridge Street in Westbrook, Maine to Route 4/202 in Windham, Maine as shown on the location map. The project begins approximately 1000 ft north of the Bridge Street crossing and extends northerly for a distance 4.75 miles, up to the Route 4/202 crossing in Windham.

This railroad corridor was abandoned and the rail infrastructure has been removed. The purpose of this project is to reinstall the rail infrastructure that was previously removed. The construction will be completed in phases. The first phase (phase I) is to install as much track as possible while skipping over the paved road crossings. Subsequent phases will occur to finish the track and crossing work.

Please note that the paved at-grade crossings with Bridge Street, Pierce Street, Presumpscot Estates Subdivision Road, Rousseau Road, Depot Street and Route 4/202 as well as the bridge crossing with Mallison Falls Road are excluded from this project. Track installation associated with this scope of work will stop approximately 50 ft. from existing paved road crossings and approximately 300 feet from the Mallison Falls bridge.

The proposed work will be contained inside the existing railroad right of way. The project will include clearing, grubbing, ditch cleaning, minor grading, track ballast, tie and rail installation work. Work also includes installation of numerous private/farm crossings consisting of timber plank crossing panels and bituminous paved crossing approaches.

New rail shall be 115 RE with approximately 2.5 track miles furnished by MaineDOT in the form of 16 - 1,170 foot strings and 16 - 480 foot strings located along the north end of the currently active rail corridor in Westbrook. Additional rail of the same section will be furnished by the Contractor in 78 or 80 foot lengths. All other track material will be furnished by the Contractor.

Westbrook-Windham
Mountain Division Rail Restoration
PIN 17860.01

GENERAL NOTES

1. All work contemplated under this contract shall be governed by and be in conformity with the latest Maine DOT Standard Specifications, Standard Details, Supplemental Specifications, except as modified by the Special Provisions.

2. The utilities involved in this Contract are as follows:
   Central Maine Power
   City of Westbrook
   Maritimes Northeast Pipeline

3. All utility facilities shall be adjusted by the respective utilities unless otherwise noted.

4. Clearing limits shall be as defined in the Specifications.

5. The actual lines for clearing shall be established in the field by the Contractor as indicated in the specifications and approved by the Resident.

6. When directed by the Resident, Item 631.20 Stump Chipper Rental, may be used to remove stumps.

7. All inslope and ditches in cut areas shall be graded as shown on the typicals or flatter, or as directed by the Resident.

8. All waste material not used on the project shall be disposed of off the project in waste areas approved by the Resident.

9. Existing culverts to remain shall be cleaned as directed by the Resident. Payment will be made under Item 631.32 Culvert Cleaner (Including Operator).

10. No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.

11. Unless otherwise noted Seeding Method No. 3 shall be utilized on all slopes disturbed during ditching operations.

12. Existing right-of-way fences shall be maintained during all phases of construction as directed by the Resident. Maintenance of these fences will be incidental to the Contract.

13. No separate payment for superintendent or foreman will be made for the supervision of equipment being paid for under the equipment rental items.

14. "Undetermined Locations" shall be determined by the Resident.

15. Stations referenced are approximate.

16. All work shall be done in accordance with the latest version of the Maine Department of Transportation's Best Management Practices for Erosion Control & Sediment Control.

17. The Contractor shall be responsible to survey the existing rail corridor and design the horizontal and vertical alignment of the new track as detailed in Section 647 of the Special Provisions.

18. The Contractor shall exercise extreme care to not damage the MaineDOT furnished CWR rail strings or roadway surfaces during the process of moving the rail from the active rail corridor to the Project locations. The location of the rail and other information is detailed in Section 647 of the Special Provisions.

19. All track work under this Contract shall be supervised by a foreman with at least 10 years of experience in construction of railroad track work.

20. No rubber tired equipment will be allowed to operate on the track bed once rail is in place.

21. Contractor shall be responsible to utilize rail strings furnished by MaineDOT with the minimum amount of cutting the rails and provide a schematic plan of the project to the Resident at the beginning of the Contract showing proposed location of rail strings and any proposed cuts.

22. During the Project, the Contractor is responsible for the proper disposal of any railroad ties stockpiled or loose along the right-of-way that cannot be used on site. The Contractor is responsible to have the unused ties disposed of as demolition waste at a landfill approved to accept demolition waste/debris. Payment for labor, materials, equipment and fees associated with disposal considered incidental to 203.20 payment item. If the Contractor encounters any other potential demolition debris and is not sure of how dispose, the Contractor shall notify the Resident. The Resident shall contact the hydrogeologist in MaineDOT's environmental office at 207-624-3100 for clarification. The Contractor shall also remain alert for evidence of petroleum and hazardous waste/materials contamination. The Contractor shall secure the excavation, stop work in the contaminated area, and immediately notify the Resident. The Resident shall contact the hydrogeologist in MaineDOT's environmental office at 207-624-3103 and the Maine Department of Environmental Protection at 800-482-0777. Work may only continue with authorization of the Resident.

23. Any damage to the existing roads, sidewalks, slopes, pipes or drainage structures 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.

24. Excavations accomplished as part of this Project shall be constructed in accordance with subpart P of 29 CFR part 1926.650-652 (Construction Standard for Excavations).

25. Temporary erosion control measures shall be maintained as specified in the soil erosion and water pollution control plan. Payment will be made under Item 656.75.

26. The Contractor shall keep his equipment and soil disturbances within the railroad right-of-way.

27. The Contractor shall access the project site from paved public roads only. Contractor shall use care when accessing the project site to ensure existing roadway infrastructure is not damaged. Any modifications to the roadway infrastructure required for site access shall be restored to existing conditions at the completion of work. Payment for associated work, materials and labor considered incidental to pay item 659.10.

28. See MaineDOT Standard Details 803(01) for additional railroad general notes.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

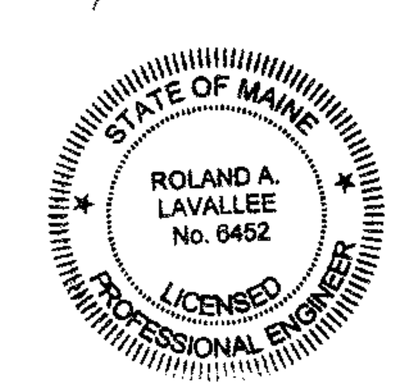
WESTBROOK AND WINDHAM, MAINE
CUMBERLAND COUNTY

MOUNTAIN DIVISION RAIL RESTORATION

PIN 17860.01

INDEX OF SHEETS

SIGNATURE: Roland A. Lavallee (signature)
P.E. NUMBER: 6452
DATE: 10/19/10



HNTB

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED	DATE
Deputy COMMISSIONER: (signature)	10/22/10
CHIEF ENGINEER: (signature)	10/21/10

PROJECT INFORMATION

PROGRAM	MULTIMODAL
PROJECT MANAGER	JOEL KITTREDGE
DESIGNER	RCM
CONSULTANT	HNTB
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

MOUNTAIN DIVISION
RAIL RESTORATION

TITLE SHEET

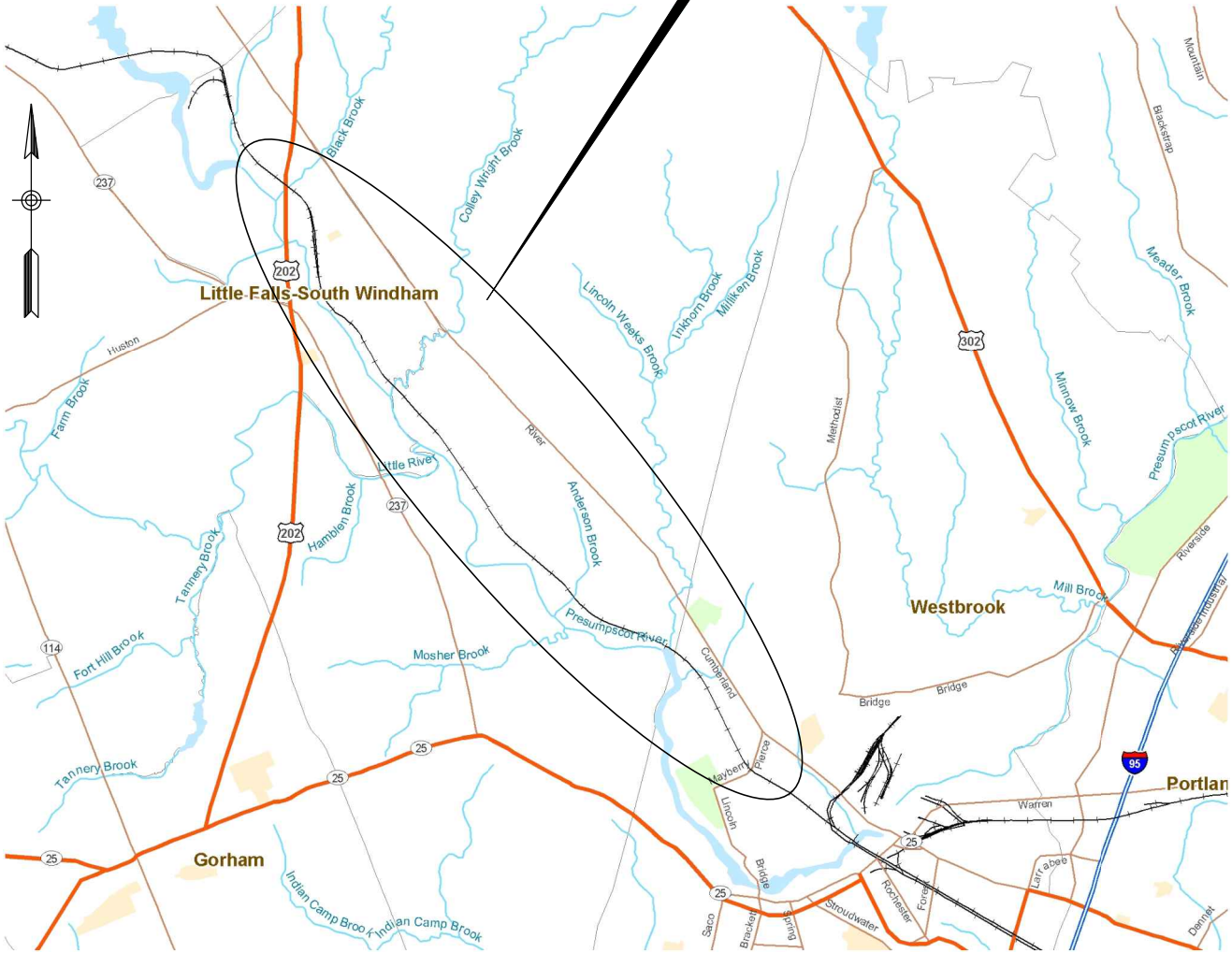
SHEET NUMBER
1
OF 6

27

F.A.H.A. REG. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	XX-XX		

PIN 17860.01

PROJECT LOCATION



LOCATION PLAN
APPRX SCALE 1:5,000

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MOUNTAIN DIVISION
RAIL LINE
TRACK REHABILITATION
IN THE TOWNS OF
WESTBROOK &
WINDHAM

LOCATION PLAN

SHEET 2 OF 6 AUGUSTA, MAINE

STATION TO STATION	DESCRIPTION	WORK DESCRIPTION
266+00 +/- to 266+50 +/-	Bridge St Grade X-ing	No work
266+50 +/- to 277+00 +/-	Existing Track	No work
277+00 +/- BEGIN PROJECT PIN 17860.01		
277+00 +/- to 280+75 +/-	Track	Construct 375ft new track - Connect to existing track at 277+00
280+75 +/- to 282+35 +/-	Pierce St Grade X-ing	No work
286+00 +/-	Debris Removal	Remove and dispose of old signal bridge foundations
282+35 +/- to 297+05 +/-	Track	Construct 1470ft new track
291+60 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
297+05 +/- to 298+15 +/-	Presumpscot Estates X-ing	No work
298+15 +/- to 327+50 +/-	Track	Construct 2935ft new track
305+05 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
311+20 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
MP 7 - STATION 311+25 +/-		
314+75 +/-	Debris Removal	Remove and Dispose of 12" CIP
322+65 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
TOWN LINE WESTBROOK, ME / TOWN LINE WINDHAM, ME (Equation Station 327+50 = 0+00)		
0+00 +/- to 18+75 +/-	Track	Construct 1875ft new track
18+75 +/- to 19+75 +/-	Rousseau Rd (Private Road)	no work
19+75 +/- to 127+20 +/-	Track	Construct 10,745ft new track
28+10 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
33+20 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
MP 8 - STATION 36+15 +/-		
40+35 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
65+55 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
69+40 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
77+10 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
82+75 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
MP 9 - STATION 89+35 +/-		
89+70 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
109+15 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
111+00 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
121+50 +/-	Farm Crossing/Private Road	Install 8ft wide wood plank crossing (per typical plan)
127+20 +/- END PROJECT PIN 17860.01		

127+20 +/- to 155+45 +/-	*Track*	*Construct 2825ft new track*
MP 10 - STATION 142+10 +/-		
155+45 +/- to 161+45 +/-	*Mallison Falls Rd UG Bridge*	*no work*
161+45 +/- to 187+75 +/-	*Track*	*Construct 2630ft new track*
187+75 +/- to 189+75 +/-	*Depot St Grade X-ing*	*no work*
189+75 +/- to 201+75 +/-	*Track*	*Construct 1200ft new track*
195+65 +/-	*Farm Crossing/Private Road*	*Install 8ft wide wood plank crossing (per typical plan)*
MP 11 - STATION 198+05 +/-		
201+75 +/- to 203+25 +/-	*Rte 4/202*	*no work*

Note: All existing ditches shall be cleaned and graded for proper drainage, as directed by Resident. Limits of Clearing and Grubbing will be defined in the field by the Resident.

F.A./AC. REG. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
	MAINE	XX-XX		

PIN 17860.01

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

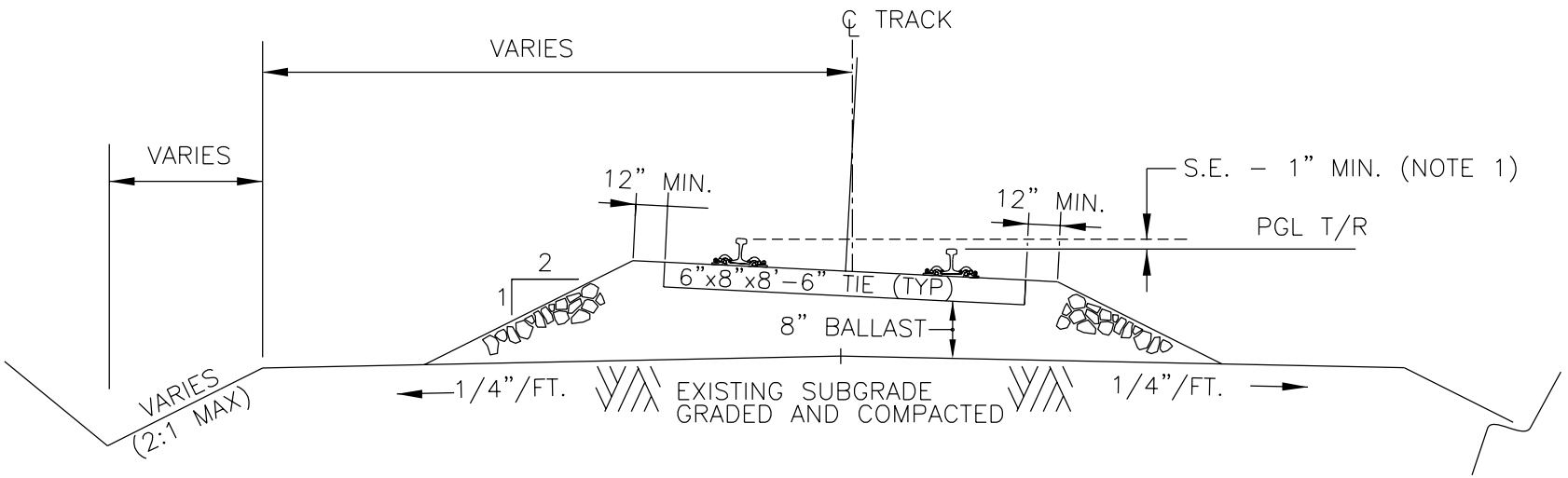
MOUNTAIN DIVISION
RAIL LINE
TRACK REHABILITATION
IN THE TOWNS OF
WESTBROOK &
WINDHAM

SUMMARY OF WORK

SHEET 3 OF 6 AUGUSTA, MAINE

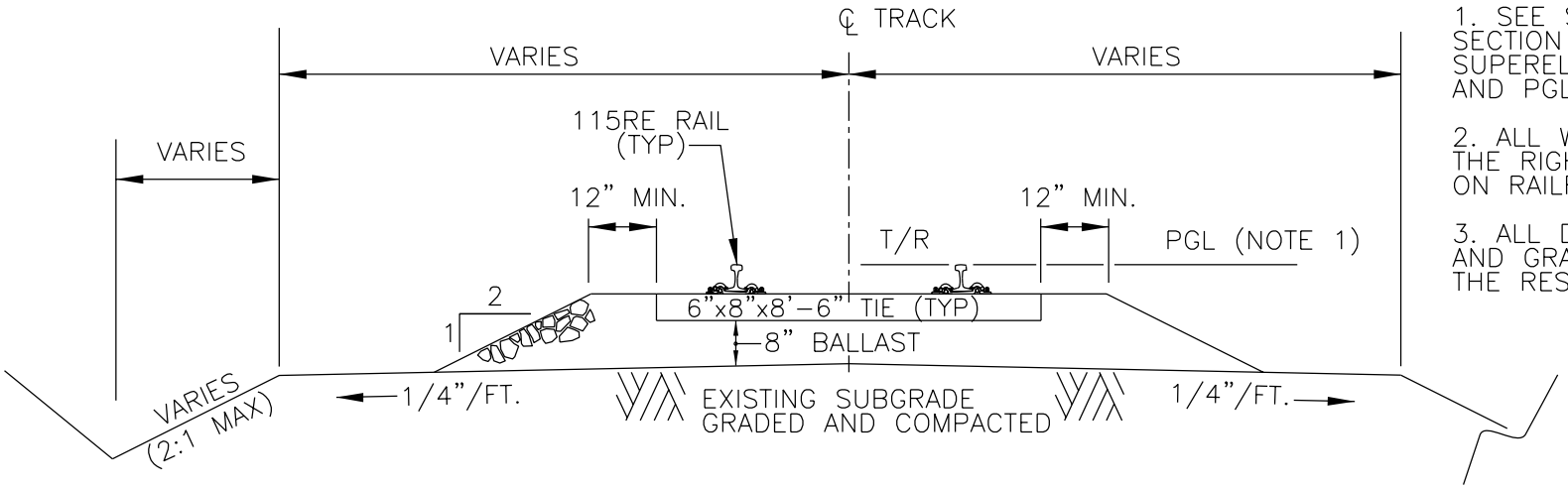
F.H.W.A. REG. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	XX-XX		

PIN 17860.01



STANDARD SECTION FOR SINGLE TRACK ON CURVE

N.T.S.



STANDARD SECTION FOR SINGLE TRACK ON TANGENT

N.T.S.

NOTES:

1. SEE SPECIAL PROVISIONS SECTION 647 FOR DETERMINING SUPERELEVATION REQUIREMENTS AND PGL.

2. ALL WORK SHALL STAY WITHIN THE RIGHT–OF–WAY AS DEPICTED ON RAILROAD VALUATION PLANS.

3. ALL DITCHES TO BE CLEANED AND GRADED AS DIRECTED BY THE RESIDENT.

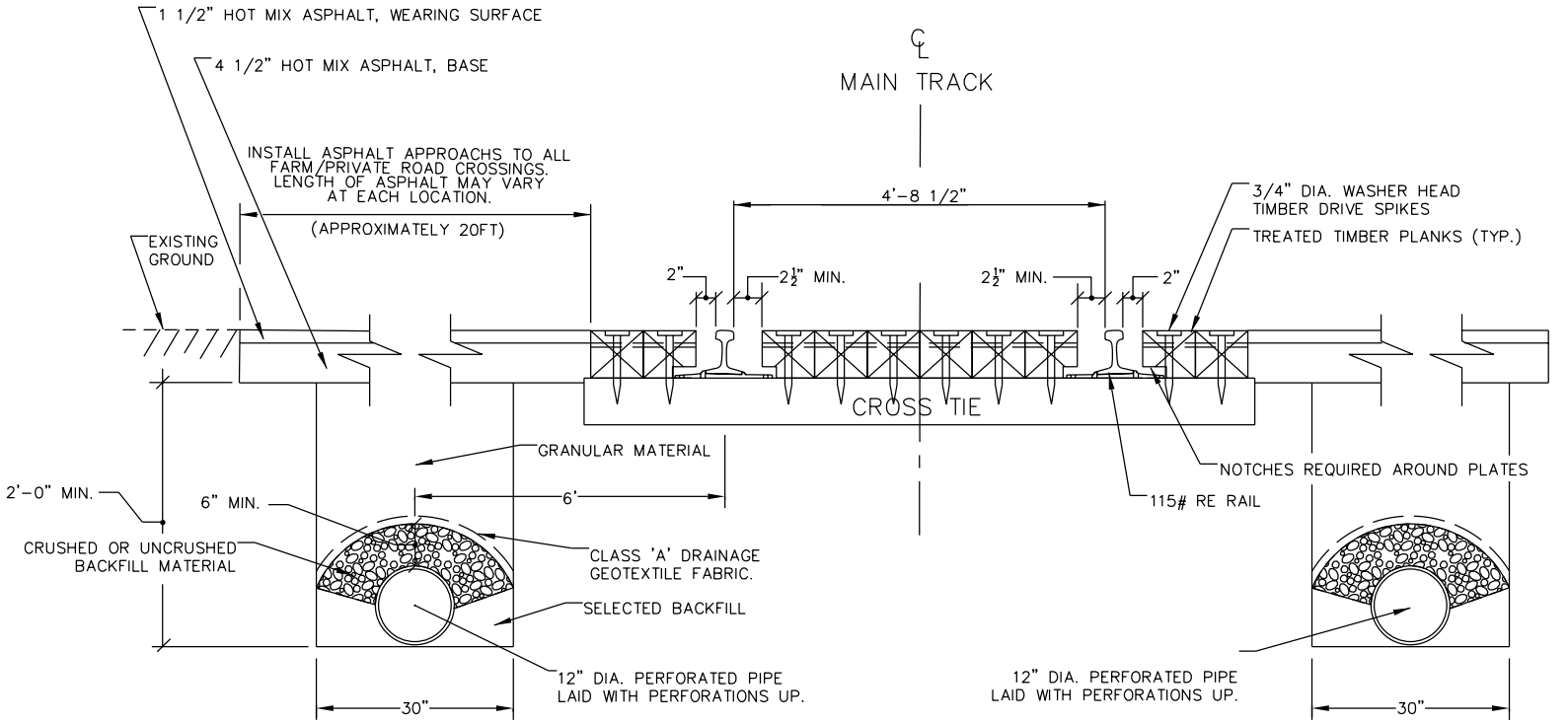
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MOUNTAIN DIVISION
RAIL LINE
TRACK REHABILITATION
IN THE TOWNS OF
WESTBROOK &
WINDHAM
TRACK
TYPICAL SECTIONS

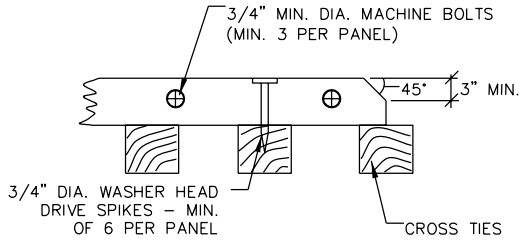
SHEET 4 OF 6 AUGUSTA, MAINE

F.H.W.A. REG. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1	MAINE	XX-XX		

PIN 17860.01



TYPICAL WOOD PLANK CROSSING
N.T.S.



SIDE VIEW OF END PANEL

NOTES:

1. UNDERDRAINS REQUIRED ONLY WHERE ROW DITCHES ARE PRESENT. SET PIPE INVERT AT ELEVATION OF BOTTOM OF CLEANED DITCH. COORDINATE WORK WITH RESIDENT.

2. TIMBER PLANELS TO BE 8'-0" LONG

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MOUNTAIN DIVISION
RAIL LINE
TRACK REHABILITATION
IN THE TOWNS OF
WESTBROOK &
WINDHAM
TYPICAL WOOD PLANK CROSSING

SHEET 5 OF 6 AUGUSTA, MAINE

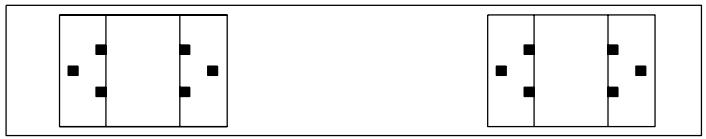
F.H.W.A. REG. NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
I	MAINE	XX-XX		

PIN 17860.01

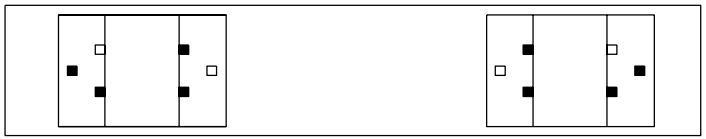
SPIKING PATTERN "A"

SPIKING PATTERN "B"

SPIKING PATTERN "C"



SPIKING PATTERN "D"



NOTES:

1. SPIKING PATTERN "A" TO BE USED FOR TANGENT TRACK AND CURVED TRACK UP TO 2°-00'-00"

2. SPIKING PATTERN "B" TO BE USED FOR CURVED TRACK OVER 6°-00'-00"

3. SPIKING PATTERN "C" TO BE USED THROUGHOUT TURNOUTS AND OTHER SPECIAL TRACK WORK, EXCEPT TWIN HOOK TIE PLATES WHERE ONE SPIKE PER PLATE END SHALL BE USED.

4. SPIKING PATTERN "D" TO BE USED FOR CURVED TRACK OF 2°-00'-00" TO 6°-00'-00"

5. SPIKING PATTERN FOR SHIMED TIES SHALL BE IN ACCORDANCE WITH MEDOT SPECIFICATIONS.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

MOUNTAIN DIVISION
RAIL LINE
TRACK REHABILITATION
IN THE TOWNS OF
WESTBROOK &
WINDHAM

SPIKING PATTERNS

SHEET 6 OF 6 AUGUSTA, MAINE

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 and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications.

Contractor shall note the project limits exclude the paved roadway crossings of Bridge Street, Pierce Street, Presumpscot Estates Drive, Rousseau Road, Depot Street and Route 4/202. Also excluded from the project limits is the Mallison Falls Road Bridge crossing. Contractor shall note that utilities exist at these locations but are not discussed nor addressed in this specification since these locations are not considered to be within the project limits. Contractor shall plan his work accordingly.

The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X		
Maritimes Northeast Pipeline (Spectra Energy)		X	
City of Westbrook		X	

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are not shown as no construction plans are available.

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

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. All utility crossings over railroads will provide not less than 27 feet vertical clearance above the existing or proposed top of rail.

Manholes, valve boxes, service connections, and similar incidental utility plant are to be adjusted in cooperation with work being done by the Contractor.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded. Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them. Specific notification requirements are listed in the sections below.

Unless otherwise specified, any utility facilities shown on the project plans represent approximate locations gathered from field observations only and not based on survey. The Department cannot certify the level of accuracy of this data.

AERIAL

Central Maine Power Company has aerial utilities within the project limits. There are three (3) separate locations along the project corridor where transmission (power) line crossings occur, all in the area of Rousseau Road. There is one utility crossing just south of Rousseau Road (Sta. 17+00+/-), one crossing just north of Rousseau Road (Sta. 23+00+/-) and then a major transmission line crossing (wide with numerous pole runs) further north from Rousseau Rd (Sta. 40+00+/-). Station information is approximate.

There is no aerial utility work planned as part of this project. However, Contractor shall notify CMP when construction work is planned in the vicinity of their utilities.

A qualified contractor must do any tree removal or tree trimming required within ten feet of electrical conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of the electrical conductors may be obtained from the power company.

UNDERGROUND

Maritimes Northeast Pipeline (Spectra Energy) has an underground gas pipeline crossing the project corridor. The gas pipeline crossing occurs on the southern side of CMP's major transmission line crossing which is located north of the Rousseau Road

crossing (Sta. 40+00+/-). The gas pipeline when installed was directionally bored under the railroad corridor. The approximate pipeline cover is 60 feet and the pipeline is within a casing.

There is no pipeline work planned as part of this project. However, Contractor shall notify Maritimes Northeast Pipeline when construction work is planned in the vicinity of their utility. Maritimes Northeast Pipeline may choose to monitor construction activities in the area of their facility.

Maritimes Northeast Pipeline has requirements for construction near company pipelines. Contractor shall follow those requirements, which are attached to this specification.

City of Westbrook has numerous underground drainage systems that either drain into or extend into the railroad corridor. All drainage systems located within the railroad corridor shall be maintained during construction.

There is no City of Westbrook drainage work planned as part of this project. Contractor shall direct drainage questions to the Resident and City of Westbrook 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, the Contractor shall notify the aerial utilities as per Section 757 of the above act.

DIG SAFE

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

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00 P.M. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

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.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and traffic flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration. Utility Companies shall use National Cooperative Highway Research Program Report 350 Compliant Signs and Channelization devices as specified by the FHWA with in all MDOT work zones.

TELEPHONE NUMBERS FOR NOTIFICATION

Utility/Railroad	Contact Name	Telephone #
Central Maine Power	Walter Hart	207-621-3832
Maritimes Northeast Pipeline	Chris Drummey	207-751-4090
City of Westbrook	Eric Dudley	207-854-0638

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY

1.0 PURPOSE

1.1 This guideline presents the requirements for construction in the vicinity of a Company pipeline(s) or pipeline right-of-way. These requirements are general in nature whereby specific circumstances may necessitate special considerations. The following areas are addressed.

1.0 Purpose
2.0 Company Notifications
3.0 General Requirements
4.0 Excavation and Blasting
5.0 Foreign Line Crossings

1.2 If any of the conditions stated in this document can not be satisfied, the Company representative shall be advised immediately.

2.0 COMPANY NOTIFICATIONS

2.1 The Company considers it essential that developers and contractors know the exact location and depth of the Company's pipeline(s) and requires that the pipeline(s) be shown on the contractor's plans.

2.2 The Company will field locate and stake its pipeline(s) at selected points in accordance with state and local requirements at no cost to the developer or contractor. However, the cost to excavate the pipeline and restore surface improvements (e.g., pavement, landscaping, sidewalks) shall be the responsibility of the developer or contractor. Note: A Company representative must be present during the excavation to expose the pipeline.

2.3 Copies of any proposed plans or drawings for road

crossings within the pipeline right-of-way shall be submitted to the Company for review at least 30 days prior to the commencement of work.

2.4 The Company shall be given at least three (3) working days advance notice prior to the actual commencement of any work or excavation over or near its pipeline right-of-way so that the Company may locate its pipeline(s) and have a field representative present during excavation or construction activities.

2.5 In addition to complying with the above Company requirements, developers, contractors, utility companies, and landowners shall comply with the provisions of all state and/or local one-call regulations relating to excavation and demolition work in the vicinity of underground facilities.

3.0 GENERAL REQUIREMENTS

3.1 No buildings, structures or other obstruction may be erected within, above or below the pipeline right-of-way. If requested, the Company will furnish pipeline easement information which describes the pipeline right-of-way width.

3.2 Wire type, stockade, decorative and similar type fencing that can be easily removed and replaced may cross the pipeline right-of-way at or near right angles.

3.3 Planting of trees is not permitted on the pipeline right-of-way.

3.4 Planting of shrubs, bushes or other plants associated

with landscaping on the pipeline right-of-way is subject to Company approval and shall not exceed 4 feet in height.

3.5 No drainage swells and no reductions in grade are permitted on the pipeline right-of-way. Limited additional fill may be deposited with prior written approval from the Company.

3.6 A Company representative shall give prior approval for heavy equipment to cross the Company pipeline(s) at any location. Minimum cover and other requirements will be determined by the Company on an individual basis.

3.7 Parking areas should be planned so as to avoid covering the pipeline right-of-way if possible.

3.8 No roads, foreign lines, or utilities may be installed parallel to the pipeline within the pipeline right-of-way.

3.9 All foreign lines, roads, electrical cables and other utilities shall cross the pipeline right-of-way at an angle at or near right angles, if practical.

3.10 If, in the sole judgement of the Company, the third party's proposed plans necessitate the installation of casing pipe and/or other alterations to protect the Company's pipeline(s), the third party may be required to pay the Company the estimated cost prior to the Company beginning the alterations. Once the actual costs have been incurred and tabulated by the Company, the Company and the third party shall settle any cost variances

4.0 EXCAVATION AND BLASTING

4.1 Excavation operations shall be performed in accordance with the guidelines set forth below.

4.1.1 When a contractor excavates near Company pipelines, the Company representative shall be on site at all times to locate the pipeline(s), to determine the depth of cover before and during the excavation (see Section 2.4) and to witness the excavation and backfilling operations. The contractor shall not perform any excavation, crossing, backfilling or construction operations unless the Company representative is on site. **The Company representative shall have full authority to stop the work if it is determined that the work is being performed in an unsafe manner.**

4.1.2 Excavation by a third party backhoe or other mechanical equipment shall not be permitted within the Company pipeline right-of-way until an excavation plan has been reviewed and approved by the Company representative. The excavation plan may be a written document produced by the contractor or a verbal discussion between the contractor and the Company representative. As a minimum, the excavation plan shall include but not be limited to the following:

- Backhoe set-up position in relationship to the pipeline
- Need for benching to level backhoe
- Required excavation depth and length

- Sloping and shoring requirements
- Ingress/egress ramp locations
- Minimum clearance requirements for mechanical equipment
- Verify bar has been welded onto backhoe bucket teeth and side cutters have been removed
- Pipeline location and depth
- Spoil pile location
- Compliance with OSHA regulations

4.1.3 The use of mechanical equipment in the vicinity of Company pipelines shall be directed by the Company representative in accordance with Company procedures and applicable dig-safe laws. Hand tools shall be used to complete the final excavation of the pipeline inside the "restricted" mechanical equipment limits of the excavation.

4.1.4 Federal regulations require that the Company's pipe be inspected whenever it is exposed. OSHA regulations pertaining to excavations must therefore be met to ensure the safety of the Company representative who must enter the excavation.

4.2 Blasting operations shall be performed in accordance with the minimum guidelines set forth below. Consult **TG-111, "Blasting Adjacent to In-Service Pipelines"** for more detailed information.

4.2.1 The Company shall be advised of any blasting proposed within 200 feet (500 feet for large scale

quarry-type blasting) of its facilities. No blasting is permitted within the pipeline right-of-way, and no blasting shall occur outside the pipeline right-of-way if the Company determines that such blasting may be detrimental to its facilities.

4.2.2 The Company reserves the right to require that the party responsible for blasting furnish a detailed blasting plan at least three (3) working days prior to blasting to allow for evaluation and to make arrangements for witnessing the blasting operation. Blasting codes shall be followed in all cases.

5.0 FOREIGN LINE CROSSINGS

5.1 All buried foreign lines shall be installed as noted below and as stated in Sections 3.8 and 3.9, as appropriate.

5.1.1 Foreign lines shall be installed below the Company's pipeline(s) with a minimum of 12" of clearance except as noted in Section 5.1.2. Additional separation may be required in marshy areas or other areas where the 12" of clearance would have a potential to cause future problems.

5.1.2 If the normal crossing requirements present undue difficulties, foreign lines may be installed above the Company's pipeline(s) with prior approval from the Company representative. All such lines shall be installed with a minimum of 12" of clearance. The Company will not be responsible for any damage or required repairs which are caused by the Company's operating and maintenance activities when foreign

lines are installed above the pipeline(s). Protective measures such as a concrete encasement, ditch marking tape, and/ or above ground markers may be required as deemed necessary by the Company representative.

5.1.3 Suitable backfill shall be placed between the foreign line and the Company's pipeline(s).

5.1.4 The installation of test leads (two No. 12 THW black insulated solid copper wires) attached at the point of crossing for corrosion control monitoring may be required for metallic foreign lines as directed by the Company representative. Test wires shall be routed underground and terminated at a point specified by the Company.

5.2 The following requirements shall be met for fiber optic cables which encroach upon the pipeline right-of-way.

5.2.1 High capacity fiber optic cable shall be installed in a rigid non-metallic conduit or covered in 6-8" of concrete which has been colored with an orange dye extending across the entire pipeline right-of-way.

5.2.2 The fiber optic cable shall be installed a minimum of 12" below the Company's pipeline(s) across the entire width of the pipeline right-of-way, unless approved by the Company representative.

5.2.3 Orange warning tape shall be buried a minimum of 18" directly above the fiber optic cable across the

entire width of the pipeline right-of-way, where practical.

5.2.4 The fiber optic cable crossing shall be clearly and permanently marked with identification signs on both sides of the pipeline right-of-way.

5.3 The information listed below shall be furnished to the Company for all proposed electrical cables which will encroach upon the pipeline right-of-way.

- Number, spacing and voltage of cables
- Line loading and phase relationship of cables
- Grounding system
- Position of cables and load facilities relative to pipeline(s)

5.4 Specific installation requirements for cables carrying less than 600 volts shall be determined by the Company on a case by case basis.

5.5 The following installation requirements shall be met for electrical cables carrying over 600 volts but less than 7,600 volts. The Company will determine the installation procedures for electrical lines carrying voltages over 7,600 volts on a case by case basis.

5.5.1 The electrical cable shall be installed in a rigid non-metallic conduit covered in a minimum thickness of 2" of concrete which has been colored with a red dye extending across the entire pipeline right-of-way.

5.5.2 The electrical cable shall be installed a minimum of

12" below the Company's pipeline(s) across the entire width of the pipeline right-of-way, unless approved by the Company representative.

5.5.3 Each phase conductor should be surrounded with a spirally wound, concentric neutral conductor. The neutral may be within the outer cable jacket.

5.5.4 Red warning tape shall be buried a minimum of 18" directly above the electric cable across the entire width of the pipeline right-of-way, where practical.

5.5.5 The electric cable crossing shall be clearly and permanently marked with identification signs on both sides of the pipeline right-of-way.

5.6 Overhead power line and telephone line installations shall be reviewed by the Company on an individual basis. As a minimum requirement, overhead lines shall be installed with a minimum clearance of 25 feet above the grade of the pipeline right-of-way. The installation of poles will not be permitted on the pipeline right-of-way.

SPECIAL PROVISION
SECTION 107
TIME
(Scheduling of Work – Projected Payment Schedule)

Description The Contractor shall also provide the Department with a Quarterly Projected Payment Schedule that estimates the value of the Work as scheduled, including requests for payment of Delivered Materials. The Projected Payment Schedule must be in accordance with the Contractor's Schedule of Work and prices submitted by the Contractor's Bid. The Contractor shall submit the Projected Payment Schedule as a condition of Award.

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

"107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department."

Westbrook-Windham
PIN 17860.01
October 19, 2010

SPECIAL PROVISION
SECTION 107
CONTRACT TIME

The specified contract completion date is June 25, 2011.

SPECIAL PROVISION
DIVISION 400
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the Maine DOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09

401.021 Recycled Asphalt Materials Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department. If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

For specification purposes, RAP will be categorized as follows:

Classified RAP – RAP consisting of processed millings from federal, state or municipal roadways that is free of materials not generally considered to be asphalt pavement. Millings from other sources that have been fractionated or otherwise processed so as to improve the consistency of the RAP may be considered Classified RAP if approved by the Department.

Unclassified RAP – RAP from unknown sources, from excavated or reclaimed pavements, millings from repaired areas or other sources.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 20 percent Classified RAP in any base, binder, surface, or shim course. For Unclassified RAP stockpiles no more than 15 percent shall be used. The Contractor may be allowed to use more than 20 percent Classified RAP, up to a maximum of 25 percent Classified RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture. A PG 52-34 may be used when approved by the Department.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm "fine" mix for shimming and where required, a non-RAP design for bridge decks. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in section 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate including RAP when utilized, and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.)
Stockpile Gradation Summary
Design Aggregate Structure Consensus Property Summary
Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)
Trial Blend Test Results for at least three different asphalt contents
Design Aggregate Structure for at least three trial blends
Test results for the selected aggregate blend at a minimum of three binder contents
Specific Gravity and temperature/viscosity charts for the PGAB to be used
Recommended mixing and compaction temperatures from the PGAB supplier
Material Safety Data Sheets (MSDS) For PGAB
Asphalt Content vs. Air Voids trial blend curve
Test report for Contractor's Verification sample
Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [150 ton] for stone stockpiles, 75 Mg [75 ton] for sand stockpiles, and 50 Mg [50 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be adjusted up to 5

percentage points from the amount listed on the JMF but shall not exceed the maximum allowable percentage for RAP for the specific application.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G_{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent) Nominal Maximum Aggregate Size (mm)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
	$N_{initial}$	N_{design}	N_{max}	25	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2**
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
≥ 30										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82.
*For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.
**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant – allowable range 135° to 163°C [275 to 325°F]
At the Paver – allowable range 135° to 163°C [275 to 325°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the PGAB shall be 64-28, except that for mixtures containing greater than 20 percent but no more than 25 percent RAP the PGAB shall be PG 58-34 (or PG 52-34 when approved by the Department). The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26 Certifying Suppliers of PGAB.
The Contractor shall request approval from the Department for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24 hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course in either Zone between the dates of April 15th and November 15th, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 4°C [40°F] or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 between the dates of May 1st and the Saturday following October 1st and in Zone 2 between the dates of April 15th and the Saturday following October 15th, provided the air temperature determined as above is 10°C [50°F] or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to section 401.04 - Temperature Requirements. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 4°C [40°F] or higher.

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 15th and the Saturday following September 15th.

On all sections of overlay with wearing courses less than 1 inch thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of June 1st and the Saturday following September 1st if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as "night work".

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M156.

a. Truck Scales When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108 - Payment, the scales shall be inspected and sealed by the State Sealer as often as the Department deems necessary to verify their accuracy.

Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 20 Kg [50 pound] masses for scale testing.

401.072 Automation of Batching Batch plants shall be automated for weighing, recycling, and monitoring the system. In the case of a malfunction of the printing system, the requirements of Section 401.074 c. of this specification will apply.

The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

All plants shall be equipped with an approved digital recording device. The delivery slip load ticket shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.073

401.073 Automatic Ticket Printer System on Automatic HMA Plant An approved automatic ticket printer system shall be used with all approved automatic HMA plants. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

a. The quantity information required shall be individual weights of each batch or total net weight of each truckload.
b. Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
c. The MDOT designation for the JMF.

401.074 Weight Checks on Automatic HMA Plant At least twice during each 5 days of production either of the following checks will be performed:

a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket.

The producer will be allowed a period of two days to make any needed repairs to the plant and/or platform scales so that the discrepancy in net weights between the two is less than 1.0%. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight. Effective corrective action shall be taken within two working days.

b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly.

c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

401.09 Pavers Pavers shall be self-contained, self-propelled units with an activated screed (heated if necessary) capable of placing courses of Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.

On projects with no price adjustment for smoothness, pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 3 m [10 ft] minimum main screed with activated extensions.

The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 10 m [30 ft], a non-contact grade control with a minimum span of 7.3 m [24 ft], except that a 12 m [40 ft] reference shall be used on Expressway projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.101 - Surface Tolerances. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.
On a daily basis, the Contractor shall perform nuclear density testing across the mat being placed, prior to being compacted by equipment., at 300 mm [12 in] intervals, If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied.

Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 - Quality

401.10 Rollers Rollers shall be static steel, pneumatic tire, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are attained and with the following requirements:

a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, an irregular surface, or on bridges, at least one roller shall be 14.5 Mg [16 ton] pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of

HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 18.1 Mg [20 ton].

b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.

c. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.

d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.101 Surface Tolerances The Department will check surface tolerance utilizing the following methods :

a.) A 5 m [16 ft] straightedge or string line placed directly on the surface, parallel to the centerline of pavement.
b.) A 3 m [10 ft] straightedge or string line placed directly on the surface, transverse to the centerline of pavement.

The Contractor shall correct variations exceeding 6 mm [¼ in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Departments use.

401.11 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

401.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa•s.

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa•s and 0.300 Pa•s. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roadways with adjoining lanes carrying traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

401.16 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.
The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced, with material that meets contract specifications at no cost to the Department.

401.17 Joints The Contractor shall construct wearing course transverse joints in such a manner that minimum tolerances shown in Section 401.101 - Surface Tolerances are met when measured with a straightedge.

The paver shall maintain a uniform head of HMA during transverse and longitudinal joint construction.

The HMA shall be free of segregation and meet temperature requirements outlined in section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Department may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.

Longitudinal joints shall be generally straight to the line of travel, and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 75 mm [3 in] of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items.

401.18 Quality Control Method A, B & C The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to The Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

a. JMF(s)
b. Hot mix asphalt plant details
c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
d. Make and type of paver(s)
e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
f. Name of QCP Administrator, and certification number
g. Name of Process Control Technician(s) and certification number(s)
h. Name of Quality Control Technicians(s) and certification number(s)
i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
j. Testing Plan
k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.
l. Examples of Quality Control forms including a daily plant report and a daily paving report

m. Silo management and details (can show storage for use on project of up to 36 hours)
n. Provisions for varying mix temperature due to extraordinary conditions.
o. Name and responsibilities of the Responsible onsite Paving Supervisor.
p. Method for calibration/verification of Density Gauge
q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing.
r. A detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

The QCP shall include the following technicians together with following minimum requirements:

a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies:

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [125 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [250 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [500 ton]	AASHTO T 312*
Gradation	1 per 500 Mg [500 ton]	AASHTO T30
PGAB content	1 per 500 Mg [500 ton]	AASHTO T164 or T308
Voids at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Voids in Mineral Aggregate at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Rice Specific Gravity	1 per 500 Mg [500 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 5000 Mg [5000 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 5000 Mg [5000 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 5000 Mg [5000 ton]	AASHTO T304

*Method A and B only

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 10 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A , B and C only)].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 2. The Contractor shall locate an approved Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 1000 Mg [1000 ton] placed.
The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below. The UCL and LCL, shall not exceed the allowable control points for the particular type of mixture as outlined in Table 1 of section 703.09

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm and larger sieves	Target +/-4.0
Passing 2.36 mm sieve	Target +/-2.5
Passing .075 mm sieve	Target +/-1.2
PGAB Content*	Target +/-0.3
Voids in the Mineral Aggregate	LCL = LSL + 0.2
% Voids at N_{design}	JMF Target +/-1.3

*Based on AASHTO T 308

The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

a. Method A: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
b. Method B: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90.
c. Method C: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85.
d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @ Nd, or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
h. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action, by the end of the work day. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. 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 specification limits.

In cases where the corrective action can be accomplished immediately, such as batch weight or cold feed changes, the Contractor may elect to resume production once the corrective action is completed. Additional QC testing shall be performed to verify the effectiveness of the corrective action. Subsequent occurrences of shutdown for the same property in a Lot in progress will require paving operations to cease. Paving operations shall not resume until the Contactor and the Department determines that material meeting the Contract requirements will be produced. The Department may allow the Contractor to resume production based upon a passing QC sample, with a split of the sample being sent to the Department for verification testing. If the submitted verification sample test results fall outside the specification limits, the Contractor shall cease production until a verification sample is submitted to the Department has been tested by the Department and found to be within specification limits.

If the Contractor's control chart shows the process to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 3: Control Limits, the Contractor shall notify the Resident in writing of any proposed corrective action by 1:00 PM the next working day.

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.

401.19 Quality Control Method D For Items covered under Method D, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used. All mix designs (JMF) shall be approved and verified by MDOT prior to use. Certified QC personnel shall not be required. The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

401.20 Acceptance Method A, B & C These methods utilizes Quality Level Analysis and pay factor specifications.
For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per sublot on a statistically random basis, test, and evaluate in accordance with the following Acceptance Criteria:

TABLE 4: ACCEPTANCE CRITERIA

PROPERTIES	POINT OF SAMPLING	TEST METHOD
Gradation	Paver Hopper	AASHTO T30
PGAB Content	Paver Hopper	AASHTO T308
%TMD (Surface)	Mat behind all Rollers	AASHTO T269
%TMD (Base or Binder)	Mat behind all Rollers	AASHTO T269
Air Voids at N_d	Paver Hopper	AASHTO T 312
%VMA at N_d	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
%VFB	Paver Hopper	AASHTO T 312

In the event the Department terminates a Lot prematurely but fails to obtain the required number of acceptance samples to calculate the volumetric property pay factor under the test method specified in the contract, the pay factor shall be calculated using the number of samples actually obtained from the contract. Should the number of acceptance samples taken total less than three, the resulting pay factor shall be 1.0 for volumetric properties. A minimum of three cores will be used for a density pay factor, if applicable, for quantities placed to date.

Should the Contractor request a termination of the Lot in progress prior to three acceptance samples being obtained, and the Department agrees to terminate the Lot, then the pay factor for mixture properties shall be 0.80. A minimum of three cores will be used to determine a density pay factor, if applicable, for quantities placed to date.

Lot Size For purposes of evaluating all acceptance test properties, a lot shall consist of the total quantity represented by each item listed under the lot size heading.

Sublot size - Refer to section 401.201, 401.202, and 401.203 for minimum size and number of sublots. The quantity represented by each sample will constitute a sublot.

If there is less than one-half of a sublot remaining at the end, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end, then it shall constitute the last sublot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot.

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory within 48 hours (except when otherwise noted in the project specific QCP due to local restrictions), as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

The Department will take the sample randomly within each sublot. Target values shall be as specified in the JMF. The Department will use Table 5 for calculating pay factors for gradation, PGAB Content, Air Voids at N_{design}, VMA, Fines to Effective Binder and VFB. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 50 m [150 ft].

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 6 inch diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. Cores for Acceptance testing shall be cut such that the nearest edge is never within 0.225 m (9 inches) of any joint. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

On all sections of overlay with wearing courses designed to be 19 mm [3/4 in] or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Bituminous Pavement. For overlays designed to be 19 mm [3/4 in] or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustments for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

401.201 Method A Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 5: METHOD A 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%

**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.202 Method B Lot Size will be the entire production per JMF for the project and shall be divided into 3 equal sublots for Mixture Properties and 3 equal sublots for density.

TABLE 6: METHOD B ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
Air Voids	4.0% +/-2.0
Fines to Effective Binder	0.6 to 1.4
Voids in the Mineral Aggregate	LSL from Table 1
Voids Filled with Binder	Table1 plus a 4% production tolerance for USL.
% TMD (In-place Density)	95.0% +/- 2.5%

401.203 Testing Method C Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 7: METHOD C 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 +/-5%
Passing 0.60 mm	Target +/-4%
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%

**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.204 Testing Method D For hot mix asphalt items designated as Method D in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 250 Mg [250 ton] per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 8: Method D Acceptance Limits, the Department will pay the contract unit price. If the test results for each 250 Mg [250 ton] increment are outside these limits, the following deductions (Table 8b) shall apply to the HMA quantity represented by the test.

TABLE 8: METHOD D ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
% TMD (In-place Density)	95.0% +/- 2.5%

TABLE 8b Method “D” Price Adjustments

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%
Density	-10%*

*Only applies when called for in Section 403 - Hot Bituminous Pavement. Contractor shall cut two 150 mm [6 in] cores, which shall be tested for percent TMD per AASHTO T-269. If the average for the two tests falls below 92.5% the disincentive shall apply.

401.21 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the Mg [ton] in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.22 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.
The Department will make a pay adjustment for quality as specified below.

401.221 Pay Adjustment The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

401.222 Pay Factor (PF) The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Gradation For HMA evaluated under Acceptance Method A or B, the Department will determine a composite pay factor (CPF) using applicable price adjustment factors “f“ from Table 9: Table of Gradation Composite “f” Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

TABLE 9: TABLE OF GRADATION COMPOSITE " f " FACTORS (Methods A and B)

Constituent		"f" Factor			
		19 mm	12.5 mm	9.5 mm	4.75 mm
Gradation	25 mm	-	-	-	-
	19 mm	4	-	-	-
	12.5 mm		4	4	-
	9.50 mm				4
	2.36 mm	6	6	6	8
	1.18 mm				
	0.60 mm	2	2	2	2
	0.30 mm	2	2	2	2
	0.075 mm	6	6	6	8

For HMA evaluated under Acceptance Method C, the Department will determine a pay factor using acceptance limits from Table **7**: Method C Acceptance Limits.

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
Q = Quantity represented by PF in Mg [ton]
P = Contract price per Mg [ton]
PF = Pay Factor

Pay Adjustment Method A

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @$N_{d,}$ VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.80, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 5: Method A Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 5: Method A Acceptance Limits as follows:

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 5: Method A Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method B

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @$N_{d,}$ VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.86, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 6: Method B Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 6: Method B Acceptance Limits as follows:

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 6: Method B Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method C

The Department will use density, Performance Graded Asphalt Binder content, and the percent passing the nominal maximum, 2.36 mm, 0.300 mm and 0.075 mm sieves for the type of HMA represented in the JMF. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 7: Method C Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

PGAB Content and Gradation The Department will determine a pay factor using Table **7**: Method C Acceptance Limits. The Department will calculate the price adjustment for Mixture Properties as follows:

PA = (% Passing Nom. Max PF-1.0)(Q)(P)X0.05+(% passing 2.36 mm PF-1.0)(Q)(P)X0.05+(%passing 0.30 mm PF-1.0)(Q)(P)X0.05+(%passing 0.075 mm PF-1.0)(Q)(P)X0.10+(PGAB PF-1.0)(Q)(P)X0.25

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method D

The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 8b for the type of HMA represented in the JMF. If test results do not meet the Table 8 requirements, deducts as shown in Table 8b shall be applied to the quantity of mix represented by the test.

401.223 Process for Dispute Resolution (Methods A B & C only)

a. Dispute Resolution sampling At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the

Acceptance sample and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of not more than two weeks, or until the sample is tested.

b. Disputing Acceptance results The Contractor may dispute the Department's Acceptance results and request (Methods A, B, & C) that the dispute resolution split sample be tested by notifying the Department's Resident and the QA Engineer at the Central Laboratory in Bangor in writing within two working days after receiving the results of the Acceptance test. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MDOT) of their split of the Acceptance sample indicating that the variances in Table10: Dispute Resolution Variance Limits, for the specific test result(s) or property(ies) were exceeded.

c. Disputable items The Contractor may dispute any or all of the following Method A or B test results when the difference between the Department's value and the Contractor's value for that test equals or exceeds the corresponding allowable variation in Table 10: Dispute Resolution Variance Limits, PGAB content, G_{mb}, and G_{mm}. In addition, if the allowable variation for these tests is not met or exceeded, the Contractor may dispute either or both of the following material properties provided the difference between results for them equals or exceeds the corresponding allowable variation in Table 10: Voids at N_{design}, and VMA.
For Method C only: The results for PGAB content and the screen sizes used for pay adjustment may be disputed.

d. Outcome The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample, and will be used to re-calculate any other affected results or properties.

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

PGAB Content	+/-0.4%
G_{mb}	+/-0.030
G_{mm}	+/-0.020
Voids @ N_d	+/-0.8%
VMA	+/-0.8%
Passing 4.75 mm and larger sieves	+/- 4.0%
Passing 2.36 mm to 0.60 mm sieves	+/- 3.0%
Passing 0.30 mm to 0.15	+/- 2.0 %
0.075 mm sieve	+/- 1.0%

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A sublot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

Bridge decks and joints (no smoothness measurements will be taken within 30 m [100 ft] of bridge joints)
Acceleration and deceleration lanes
Shoulders and ramps
Side streets and roads
Within 30 m [100 ft] of transverse joints at the beginning and end of the project
Within 30 m [100 ft] of railroad crossings
Urban areas with speed limits of 50 kph [30 mph] or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot.

The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

ACCEPTANCE LIMITS

Level	USL
I	0.95 m/km [60 in/mile]
II	1.10 m/km [70 in/mile]
III	1.25 m/km [80 in/mile]

Computation of Smoothness Pay Adjustment:

PA = (PF-1.0)(Q)(P)
where:
Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)
PF = smoothness pay factor for the Lot
P = Contract unit price for surface pavement
PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.101 Surface Tolerances.

Payment will be made under:

Pay Item	Pay Unit
402.10 Incentive/Disincentive - Pavement Smoothness	Lump Sum

SECTION 403 - HOT BITUMINOUS PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of bituminous pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established.

The bituminous pavement shall be composed of a mixture of aggregate, filler if required, and bituminous material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.
In addition, hot bituminous pavement placed on bridges shall also conform to the following requirements.

a. The mixture shall be composed of aggregate, PGAB and mineral filler but no recycled asphalt pavement and placed in courses as specified in the Special Provisions.

b. The bottom course shall be placed with an approved rubber mounted bituminous paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.

c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.

d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck.

e. After the top course has been placed, the shoulder areas shall be sealed 1 meter [3 ft] wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature.

f. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot bituminous pavement.

g. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

403.04 Method of Measurement Hot bituminous pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot bituminous pavement will be paid for at the contract unit price per Megagram [ton] for the bituminous mixtures, including bituminous material complete in place.

Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Bituminous Pavement, for Method location).

Payment will be made under:

Pay Item		Pay Unit
403.102	Hot Mix Asphalt Pavement for Special Areas	MG [Ton]
403.206	Hot Mix Asphalt, 25 mm Nominal Maximum Size	MG [Ton]
403.207	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	MG [Ton]
403.2071	Hot Mix Asphalt , 19.0 mm Nominal Maximum Size	MG [Ton]
403.2072	Asphalt Rich Hot Mix Asphalt,19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	MG [Ton]
403.208	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	MG [Ton]
403.2081	Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.209	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals)	MG [Ton]
403.210	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	MG [Ton]
403.2101	Hot Mix Asphalt - 9.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.2102	Asphalt Rich Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Asphalt Rich Intermediate course)	MG [Ton]
403.211	Hot Mix Asphalt (shimming)	MG [Ton]
403.212	Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	MG [Ton]
403.2131	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, (PG 70-28) (Base and Intermediate Base course)	MG [Ton]
403.2132	Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	MG [Ton]

Westbrook and Windham
Pin 17860.00
Mountain Division
Rail Restoration
October 25, 2010

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
		6" HMA - Rail Crossing Approaches				
Wearing	12.5 mm	403.208	N/A	1 ½"	1	4,17,18
Base	19.0 mm	403.207	N/A	4 ½"	2	4,12,17,18

4. 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.**
12. A 12.5mm mixture may be substituted for this item if approved by the Administering Agency. A job mix formula shall be submitted to the Department for approval. Payment will be made under Item 403.207.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a 3-5 ton vibratory roller. An approved release agent is required to ensure the mixture dose not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted
18. The Agency administering the contract will accept or reject any HMA based on a visual basis, either prior to it's use, during placement, or in it's final disposition. Mixtures exceeding the minimum 275 degree(F) lower limit, or the 325 degree(F) upper limit will be rejected from the project. Informational mix samples may be obtained by the Agency at any time for verification of material properties. All HMA mixtures shall be sourced from one JMF, per type of mix.

The Agency administering the contract shall submit a letter of acceptance at the completion of the contract certifying that all work and materials were inspected and found to be acceptable to the Agency.

The Agency will pay for the work specified in Special Provision Division 400 - Subsection 401.11 for the HMA used.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing or new pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd², prior to placing a new course. All joints between existing and new pavement will be tacked. Cleaning objectionable material from the pavement and furnishing and applying Item 409.15 bituminous materials to joints and contact surfaces is incidental to the contract paving items.

SECTION 647 -- RAILROAD TRACK CONSTRUCTION

647.01 Description. This work consists of clearing the right-of-way, field survey and design of horizontal and vertical track geometry, grading and compacting the existing roadbed, remediating areas of unsuitable subgrade material or bearing capacity, and new timber cross tie and ballasted track construction. Track will be constructed on an existing rail road bed where track has been removed using treated timber ties, rock ballast and other track material (OTM) furnished by the Contractor. A portion of the track construction will use new 115 RE CWR strings furnished by MaineDOT and the balance of the track will use new 115 RE rail in 78 foot or 80 foot lengths furnished by the Contractor. All track shall be constructed in accordance with these specifications and referenced sections of the current "Manual for Railway Engineering" of the American Railway Engineering and Maintenance Association, hereinafter referred to as AREMA.

Related work is specified in other sections as follows:

Clearing of right-of-way is specified in Standard Specification Section 201.
Demolition and removal of existing concrete signal foundations is specified in Standard Specification Section 202.
Excavation, placement of granular borrow and grading is specified in Standard Specification Section 203.
Reinforcement geotextile fabric is specified in Standard Specification Section 620.
Timber and bituminous private grade crossings are specified in Section 648.
Right-of-Way ditching and cleaning is specified in Section 654.

All work shall stay within the right-of-way as depicted on the valuation plans.

647.011 General Information. MaineDOT is furnishing 26,400 linear feet of new 115 RE CWR strings consisting of 16 pieces at 1,170 feet long and 16 pieces at 480' long. These rails are located along the currently active railroad right-of-way in Westbrook, just east of the Project and are located between the Bridge Street crossing and the switch to the Sappi paper mill. The ends of the rails are drilled for standard 36" joint bars with the end holes blank. The Contractor will move this rail along the rail corridor to the Project location and use that rail for the first 2.5 miles of the Project. The Contractor will furnish additional 78 foot or 80 foot lengths of new 115 RE rail for some portion of the balance of the Project, the exact amount contingent upon the total bid price. All rail installed will not be welded but bolted with four bolts per six hole joint bar leaving rail end holes blank. Rail will be laid on new double shoulder tie plates, cut spike fastened to new 6" x 8" x 8' – 6" pressure treated ties restrained with rail anchors. The ballast, OTM, and ties shall be furnished by the Contractor. A nominal depth of eight inches of new ballast (plus or minus 2 inches) shall be placed under the ties as shown on the Contract Drawings. Contractor shall perform initial track surfacing and lifts during track construction.

Track will not be constructed through existing paved, public and private grade crossings or across the Mallison Falls Road undergrade bridge. The crossings that are currently paved and that will be omitted include the following locations from south to north:

1. Bridge Street
2. Pierce Street

3. Presumpscot Estates Drive
4. Rousseau Road
5. Depot Street
6. Route 4/202

It is intended that these gaps will be closed at a future date prior to placing the railroad in service. Track construction will stop approximately 50 feet from existing paved road crossings noted above and approximately 300 feet from the Mallison Falls undergrade bridge. Private, gravel crossings shall have timber plank and bituminous crossings installed where indicated on the drawings.

647.012 Survey Requirements and Criteria to Establish Horizontal and Vertical Track Alignment. The Contractor shall engage the services of a licensed professional surveyor to establish the horizontal track alignment and a top of rail profile for the proposed track. The horizontal alignment shall be based on the tangent and curves defined on the railroad valuation plans with the addition of easement spirals at the beginning and end of curves. To the extent possible, the new track shall be located within the center of the existing track bed. The surveyor shall establish a control survey tied into a rectangular coordinate system and set a sufficient number of semi permanent control points with swing ties to allow future recovery of the control survey. The centerline of track geometry shall be defined by rectangular coordinates at beginning and ends of spirals and a sufficient number of points along tangents and curves to allow the alignment to be established in the field. The spiral lengths shall be determined as follows:

1. Calculate the required actual superelevation (Ea) in track with 1 ½" unbalanced (Eu) elevation as follows: Ea = Ee-Eu where Ee = the amount of superelevation required for equilibrium. (Railroad curves are normally not designed to equilibrium elevation)
   Ee = 0.0007 x D x V^2 - Where Ee is the required superelevation for equilibrium, D is the degree of curve, decimally and V is the design speed of 60 MPH.
2. Take the result of above equation and subtract Eu (1.5") and then the spiral length shall be the greater length derived from the two formulae in 3 below but never less than 62 feet:
3. Ls = 1.63 x Eu x V, where Ls is the length of spiral in feet and Eu is 1.5" and V is 30 MPH (at 1.5"Eu and 30 MPH, LS = 73.35', round up to 75 feet)
   Ls = 62 x Ea (Note that Ea should never be less than 1")

Based on the forgoing, the proposed geometry shall be staked out along the rail corridor. If the alignment does not fall within the centerline of the rail bed, contractor shall make alignment adjustments to best fit curves and tangents to existing conditions and report any deviations from the valuation plan data to the Resident.

The curves shall be constructed with the amount of superelevation (Ea) derived from the forgoing, rounded up to the nearest ¼" but never less than 1".

The surveyor shall establish vertical control based on a MaineDOT approved reference datum. Take top of existing centerline of roadbed shots at 100 foot maximum interval. At road crossings, take top of road surface shots at center line of road way and both pavement edges (3 points) at a minimum of the following locations:

a. Along the proposed track centerline
b. 30 feet from centerline of track, both sides
c. 60 feet from centerline of track, both sides.

From the vertical data, set a top of rail profile that provides a nominal eight inches of ballast under

the ties while maintaining uniform profile gradients with a minimum number of vertical curves which requirements are defined below. At road crossings, set a top of rail profile that is within minus 3 inches to plus 3 inches above the road surface at a point 30 feet from centerline of track. The first requirement may require grading the roadbed to minimize locations where ballast depth below tie would be greater than plus or minus 2 inches from the 8 inches nominal dimension. The criteria at grade crossings to avoid "humped" crossings or abrupt roadway approach profiles may require excavating the rail roadbed well in advance of the crossing. The following top of rail profile criteria shall be adhered to:

1. Maximum grade = 1.75%
2. Preferred minimum length of constant grade = 500 feet.
3. Absolute minimum length of constant grade = 200 feet.
4. Minimum length of vertical curve in feet = $0.05 \times D \times V^2$ where D = the algebraic difference of connecting grades in percent and V is the maximum proposed passenger speed in the future (assumed to be 60 MPH). Vertical curves shall never be less than 100 feet in length.
5. A vertical angle point (instead of a vertical curve) may be used when the algebraic difference in connecting grades is 0.10% or less.

Any deviations from above shall require approval of the Resident.

647.013 Quality Assurance – Treated Timber Cross Ties

The Resident or his representative shall have free entry at all times to the facilities to observe the milling, treating, and loading of ties. This observation, if made, will be general in nature and will not alter the fact that acceptance/rejection of the product will be made upon delivery.

The supplier shall employ an Independent Certified Inspector, acceptable to the Resident, to perform tests and inspections specified in Chapter 3 of the 2009 Manual for Railway Engineering and Maintenance Association (AREMA Manual) and these specifications.

Tie inspection and testing shall be made at the treating facility prior to shipment.

To be accepted ties shall meet the requirements of the AREMA Manual and these Specifications.

Ties will not be accepted until unloaded at the job site and are at supplier's and Contractor's risk until accepted. Material not accepted shall be removed and replaced with acceptable ties at no additional cost to MaineDOT.

647.014 Submittal Requirements – Treated Timber Cross Ties

Submittals will be reviewed for general conformance with these Specifications. This review will not relieve the Contractor of final responsibility for the quality of the material furnished. Submittals identified below shall be submitted to the Resident at least two weeks before the shipment of ties commences.

The Contractor shall submit certified inspection and test reports from the manufacturer as specified in the AREMA Manual.

Submit the name and qualifications of the independent, certified tie inspector for approval.

Submit proposed shipping schedule for crossties.

647.015 Submittal Requirements – Standard Control Cooled Rail Prior to shipment, the supplier shall furnish to MaineDOT records of manufacture and inspection of the rail as specified in AREMA Chapter 4, Part 2, Section 1, Article 14.

MATERIALS

647.02 Materials. Materials shall meet the requirements specified in this section as follows:

647.021 Geotextile Fabric. Geotextile fabric used under track bed shall conform to the requirements of Stabilization/Reinforcement Geotextile as specified in Section 620 of the Standard Specifications.

647.022 Treated Timber Cross Ties New Cross ties shall be manufactured of mixed hardwoods of the order consisting of Oak, Beech, Birch, Cherries and Hard Maples.

Anti-splitting end plates shall be selectively applied and shall be galvanized steel plate gang nail type.

(a) ***Design.*** .
Cross ties shall be 8 feet 6 inches in length and shall be 6 inches by 8 inches in cross section with a maximum of 1 inch of wane allowed in the rail bearing areas. A maximum of 30 percent of the order may be 6 inches by 7 inches in cross section with no wane allowed in the rail bearing areas.

The lengths and thicknesses specified are minimum dimensions. Ties over one inch wider or thicker, or over three inches longer, at any point, than the dimensions specified above, will be rejected.

Anti-splitting gang nail end plates shall be 5 inches by 6 inches. It shall be manufactured from 18 gauge galvanized steel plate with teeth extending at least 3/8 inches beyond surface of plate. Plates shall be installed centered on end of tie and fully driven with no evidence of excessive bending or mashing of teeth.

(b) ***Manufacture.*** Cross ties shall be manufactured from sound, live timber and must be free from any defects that may impair their strength or durability as cross ties as further described in this section.

All ties shall be straight, well sawn on four sides, cut square at the ends, have top and bottom parallel and have bark completely removed. A tie will be considered straight when a straight line along the top, from the middle of one end to the middle of the other end, is entirely within the tie and when a straight line along a side, from the middle of one end to the middle of the other end, is everywhere more than 2 inches from the top and bottom of the tie. The top and bottom will be considered parallel when any difference in the thickness at the sides and ends is less than or equal to 1/2

inch. Cross ties shall be free from the following defects:

1. Decay - Ties that show decay of any nature and ties that show stain from being left in the log too long will be rejected. "Blue stain" is not decay and is permissible in any wood.

2. Holes - Ties will be rejected if a large hole, or numerous holes with the net effect of a large hole, is present. A large hole is one exceeding 1/2 inch in diameter and 3 inches deep within the RBA*, or more than one-fourth the width of the surface on which it appears and 3 inches deep outside the RBA*.

3. Knots - Ties with a large knot, or numerous knots with the net effect of a large knot within the RBA* will be rejected. A large knot is one whose average diameter is greater than one-fourth the width of the surface on which it appears.

*RBA - Rail Bearing Area - the area of the top of tie between 20 inches and 40 inches from its middle.

4. Shake - Shake greater than one-third the width of the tie will be cause for rejection of the tie.

5. Split - A tie will be rejected if a split exceeds 5 inches long or 1/2 inch wide.

6. Slanting Grain - A tie will be rejected if a slant in grain in excess of 1:15 is present, except in the case of woods with interlocking grain.

7. Wane - Excessive wane will be cause for rejection of the tie.

(c) ***Seasoning.*** Cross ties shall be air seasoned prior to treatment. Ties shall be stacked for seasoning in accordance with AREMA Specifications, Chapter 3, Part 5, Section 6. Seasoning shall continue for at least 12 months and no more than 18 months.

In the absence of air seasoned cross ties, the Vapor or Boulton drying process may be used with the permission of MDOT, or their designee. If the Vapor or Boulton process is used, conditioning should continue until moisture removal rate indicates a percent moisture retained equal to a 12 month air dried cross tie, but not less than 45 percent by weight.

A minimum of 20 borer cores per treatment charge shall be taken of seasoned ties to determine that adequate drying has taken place so that ties may be satisfactorily penetrated with preservative.

On air seasoned ties the borer cores shall be taken mid-way between the ends and mid-way between the top and bottom faces of the tie. Three (3) inch borer cores shall be taken to determine moisture content.

Prior to seasoning, selected ties shall have anti-splitting devices applied at each end of the tie.

(d) ***Treatment.*** Prior to treatment anti-splitting plates must be checked to ensure that plates are firmly imbedded in the tie. If plates are found to be loose or not flush against the end of the tie, plate shall be firmly pressed against the tie before treatment begins.

Cross tie treatment shall be to retention of seven pounds or to refusal of 60/40 creosote coal tar solution per cubic foot of timber in accordance with the latest AREMA Manual, Chapter 3, Parts 7, 8, & 9.

A minimum of 20 borings shall be taken per charge after treatment to determine proper penetration. Verified test results from borings shall be provided to MaineDOT project manager to assure proper penetration.

(e) ***Delivery***
Handle ties during all phases of processing and loading so as not to cause damage to the material.

Load crossties either loose or banded in bundles in standard, low side rail gondolas parallel to ends of the gondola if transported by rail or banded in secure bundles if transported by flatbed truck.

647.023 New 115 RE Running Rail. New standard running rail shall be supplied in 78 foot or 80 foot lengths.

Short rails, in lengths as follows, shall be accepted up to 10 percent of the total order.

Rail Length Supplied	Acceptable Short Lengths
78 foot	60 to 76 feet
80 foot	60 to 78 feet

(a) Material. Standard running rail shall be new, standard control cooled steel rails of the weight specified.

(b) Drilling – Rail ends to be drilled for 36" – six hole joint bars for 1 inch: diameter track bolts, but with the end holes left blank.

Chemical composition of standard rail shall conform to AREMA Chapter 4, Part 2, Section 1, Article 3.

Hardness of standard rail shall conform to AREMA Chapter 4, Part 2, Section 1, Article 4.

(b) Manufacture. Standard running rail workmanship shall be in accordance with

AREMA Chapter 4, Part 2, Section 1, Article 2.

(c) Inspection. Rail shall be ultrasonically inspected along its full length for rail flaws.

The manufacturer or supplier of new standard running rail shall be responsible for all tests and inspections necessary to ensure that rail is in conformance with these specifications.

Prior to shipment, the supplier shall furnish to MaineDOT records of manufacture and inspection of the rail as specified in AREMA Chapter 4, Part 2, Section 1, Article 14.

In addition to the above, all rails are subject to inspection by the MaineDOT or approved designee, at delivery, for conformance with this specification. The inspection at delivery shall include, but not be limited to, visual inspection and measurements to verify that all rail meets the requirement of this specification.

Standard running rail is at the risk of the Contractor until accepted by the MaineDOT. Rail rejected because of non-compliance with this specification will be returned at Contractor's expense.

647.024 Tie Plates. Tie plates shall be new double shoulder plates per AREMA Plan 5-1-5 (13" wide) for 5 ½" base rail, have a 1:40 cant and B-6 punching. Tie plate material and manufacture shall be as specified in AREMA Chapter 5, Part 1, Section 1.

647.025 New Rail Anchors - Drive-on Type. Anchors shall be for 115 RE rail section.

(a) Materials. Drive-on type rail anchors shall be manufactured from heat-treated steel and shall conform to AREMA Manual, Chapter 5, Part 7.

(b) Manufacture. Drive-on type rail anchors shall be one piece, heavy duty type, such as Channeloc anchors, or approved equivalent designed to be fastened to the rail base and exert anti-creepage force against the edge of tie to resist rail movement. Drive-on type rail anchors shall be manufactured as specified in AREMA Manual Chapter 5, Part 7 to allow both mechanized and manual application and shall be capable of removal and reapplication without appreciable loss of anchoring capability. Each rail anchor shall be stamped to indicate the rail section for which it is designed and the year of manufacture.

(c) Testing. The manufacturer shall perform tests specified in AREMA Manual Chapter 5, Part 7 and certify in writing prior to shipment that representative samples of the anchors offered have met or exceeded the specified tests.

(d) Submittals. Prior to shipment, the manufacturer shall submit certified test results as described above.

(e) Shipment. Rail Anchors shall be packed 50 anchors per bag in heavy canvas or other suitable bags and waterproof tags applied. Tags shall be marked with style and base of rail of anchor design.

(f) Delivery. To be accepted, rail anchors offered shall conform to this specification in all respects. Rail anchors are subject to inspection at delivery and are at the Contractor's risk until acceptance. Anchors rejected for non-compliance with this specification shall be returned at the Contractor's expense.

647.026 New Joint Bars and Fastenings. New standard joint bar material and manufacture shall be in accordance with AREMA Manual for Railway Engineering, Chapter 4, Part 2 - Specifications for "Quenched Carbon-Steel Joint Bars and Forged Compromise Joint Bars."

Joint bars shall be 36" six hole joint bars drilled with standard drilling for 115 RE rail section and be of a toeless head free design. Drilling shall be for elliptical head, 1" diameter track bolts

Track bolts and nuts material and manufacture shall be in accordance with AREMA Manual, Chapter 4, Part 2, "Specifications for Heat-Treated Carbon-Steel Track Bolts and Carbon-Steel Nuts." Furnish elliptical head 1 inch diameter bolts to match joint bar drilling.

1. Prior to shipment entire bolt thread shall be coated with an approved oil or grease to protect threads.

2. Bolt and nut shall be assembled by turning nut onto bolt at least 2 threads exposed beyond the nut head.

Lockwashers material and manufacture shall be in accordance with AREMA Manual, Chapter 4, Part 2, "Specifications for Spring Washers."

(a) Design. Joint bars shall be for 115 RE rail as specified herein. All other rail section joint bars shall conform to AREA Manual, Chapter 4, Part 1 with length and punching as specified to fit 115 RE rail section.

Compromise joints bars shall be of size required to fit 115 RE rail to existing rail section at end of Project. No more than 25 lb per yard difference will be allowed in one joint. At least 19 and 1/2 feet of intermediate rail section will be required where rail section difference exceeds 25 lbs per yard. Contractor shall field verify rail sections to be joined to. Joint bars used to join relay or existing rail shall have allowance for rail wear as appropriate.

Track bolts shall be rolled, button-head, elliptic-neck bolts with wrench fit thread and shall be provided with standard square nuts all per AREMA Manual Chapter 4, Part 1. Bolt diameter shall be 1 inch and length shall be as recommended in AREMA Manual for rail sections used on the project.

Lock washer diameter shall be as required to fit track bolts supplied and washer configuration shall conform to requirements of ANSI, B27.1, for "Extra Heavy Duty Helical Spring Lock Washers."

(b) Inspection. Inspection and testing shall be in conformance with the inspection procedures outlined in AREMA Manual, Chapter 4, Part 2.

Prior to shipment, the manufacturer or supplier shall submit certified inspection and

test reports.

Joints, bolts and nuts, and lock washers are subject to inspection at delivery and are at suppliers risk until accepted by MaineDOT.

(c) Delivery. Joints shall be wired into pairs, palletized and strapped for shipment.

Bolts and nuts shall be packed in sealed kegs with a maximum of 200 pounds per keg. Kegs shall be palletized and wrapped or strapped for shipment.

Lock washers shall be packed in steel pails or kegs with a maximum of 200 pounds per container.

Material rejected because of non-conformance with this specification will be returned at supplier or Contactor's expense.

647.027 New Cut Track Spikes. New cut track spikes shall conform to material and workmanship specifications of the AREMA Manual for Railroad Engineering, Chapter 5, Part 2 - "Specifications for Soft-Steel Track Spikes".

(a) Design. Cut track spikes shall be 5 ½" long and as shown on Figure 5-2-1, in Chapter 5, Part 2, Section 2.2 of the AREMA Manual.

647.028 Stone Ballast. Ballast shall conform to AREMA Size No. 4 per AREMA Chapter 1, Part 2, Table No. 1-2-2.

(a) Material. Ballast shall be crushed, quarried, washed stone conforming to the current AREMA Specification Chapter 1, Section 2 and the following:

Ballast Quality Requirements:

1. Deleterious Substances. The amount of deleterious substances present in prepared ballast shall not exceed the following limits, when using test methods specified herein.

	Percent By Weight	Method of Test
Soft and Friable Pieces	3.0	ASTM C235
Material Finer Than No. 200 Sieve	0.5	ASTM C117
Clay Lumps	0.5	ASTM C142

2. Flat or elongated particles having a length equal to or greater than five times

the average thickness of the particle shall not exceed five percent by weight of the total when visually inspected.

3. Water absorption shall not exceed 0.4 pounds per cubic foot when tested in accordance with ASTM C127.

4. Percentage of wear, when tested in the Los Angeles abrasion machine in accordance with ASTM C535, grading No. 2, shall not exceed 18 percent.

5. Soundness of the prepared ballast shall be such that when tested in the sodium sulphate soundness test in accordance with ASTM C88, weighted average loss shall not exceed 1.5 percent after 10 cycles of test.

6. Cementing value of the ballast shall not exceed an average value of 320 pounds per square inch for five specimens when tested in accordance with the Logan Walter Page Method (U.S. Department of Agriculture, Bulletin No. 347, 1916, Pg. 15) except as modified as follows:

    1. A sufficient amount of pea size pieces of the rock, amounting to about 500 grams (1.1 pounds) is revolved in Los Angeles Abrasion Cylinder with three cast iron balls 4.76 cm. (1.875 inch) diameter and weighing approximately 0.43 kilograms (0.95 pounds) at the rate of 30 and 33 revolutions per minute, and the stiff dough at room temperature resulting from about 500 grams (17.64 oz.) of dust screened through a 100 mesh sieve, mixed with sufficient water, thoroughly kneaded for five minutes, allowed to stand in an air tight container for two hours, is molded into cylindrical briquettes 2.54 cm. (1 inch) diameter by 2.54 cm. (1 inch) in height under a pressure of 132 Kgs. per sq. cm. (1877.5 pounds per square inch), after which they are dried for 20 hours in air at room temperature, 4 hours in a hot air bath at a temperature of 100 degrees C (212 degrees F), then cooled for 20 minutes in a desiccator and immediately tested in a compression testing machine for static crushing strength, the bearing heads being suspended by pivots to secure uniform distribution of load, which is applied at 600 pounds per minute, approximately.

7. Determine ballast weight per cubic foot in accordance with ASTM C29.

8. Ballast samples shall be obtained in accordance with ASTM D75.

(b) Handling.

1. Shipping

Load ballast only into rail cars or trucks which are in good order, tight enough to prevent leakage and waste of material, and clean and free from rubbish or any substance which would foul the ballast.

2. Handling

a. Handle prepared ballast at production plant, during shipment, and at work site so that it is kept clean and free from segregation.

b. Do not make repeated passes of equipment over the same level in stock pile area.

(c) Delivery. To be accepted, stone ballast offered shall conform to this specification in all respects. Stone ballast is subject to inspection at delivery and is at the supplier's risk until acceptance. Stone ballast rejected for non-compliance with this specification will be returned at the supplier's expense.

CONSTRUCTION REQUIREMENTS

647.03 Clearing Clear all trees, brush and debris within 25 feet of centerline of proposed track location. All clearing shall remain with the right-of-way limits.

647.04 Removal of Concrete Signal Foundations. Existing concrete railroad structures including signal foundations, old battery vaults and other concrete foundations will be demolished to a point not less than two feet below finished grade and removed from the right-of-way.

647.05 Subgrade Preparation Prior to any track construction, the horizontal and vertical survey and geometric design defined under 647.012 shall have been completed. To correct profile irregularities in the existing roadbed, grade the surface of roadbed, removing high points and filling in low points with granular borrow or suitable excess material from roadbed excavation. If unsuitable material or poor subgrade conditions are found, excavate as directed by the Resident, backfill and compact those areas to the design profile less typical track template section depth. At all locations where track is to be constructed, run a vibratory roller to locate any weak subgrade conditions that need further remediation and to thoroughly compact the trackbed. At direction of Resident, place reinforcement geotextile fabric over areas of clay, fine sand or wet locations after excavation, backfill and compaction and prior to placing ballast.

Existing stone bounds marking the original centerline of location exist at a number of locations along the rail bed. Contractor shall take precautions to not disturb these bounds during grading and other operations along the railbed.

A 12" cast iron pipe runs across the right-of-way at a very shallow depth at approximately station 314+76 in Westbrook. This pipe shall be removed and disposed of and the location backfilled with granular borrow.

647.06 Moving MaineDOT Furnished CWR Rail Strings MaineDOT is furnishing 26,400 LF of new 115 RE CWR strings consisting of 16 pieces 1,170 feet long and 16 pieces 480 feet long, a total of 32 pieces. These strings are run out along the railroad ROW at the south end of the Project in Westbrook between Bridge Street and the switch to the Sappi paper mill. Rails are drilled for 36

inch joint bars but with the end holes left blank. The Contractor shall move these rail strings along the rail corridor to the Project site and use on the first 2.5 miles or so of the Project. Due to the distance involved and intervening grade crossings, care must be taken to not damage the rail or paved surfaces. Suitable rollers and other means shall be employed to prevent the rail from being dragged over surfaces or projections that may damage the rail. Care must also be taken to prevent damage to roadway surfaces during movement of the rail strings. Contractor shall also plan final location of furnished rail strings to minimize cutting the rail to fit between gaps created by not constructing track through the paved crossings.

647.07 Placement of Initial Ballast Layer Ballast shall be placed on graded and compacted subgrade as defined above. Prior to placement of ballast, Contractor shall confirm that subgrade layer has been thoroughly compacted and accepted by the Resident. In addition, Contractor shall survey surface of subgrade to determine that it is within plus or minus 2 inches of design top of rail profile minus the depth of rail, tie plate, tie and 8 inches of ballast. Contractor shall re-grade and compact subgrade where necessary to meet this requirement.

Place and compact an initial four inch layer of ballast on prepared subgrade. Prior to distributing ties, at his option, the Contractor may place and compact additional ballast as necessary to bring track to finished grade. Deliver ballast at a rate no faster than can be satisfactorily incorporated into the work, maintaining a proper interval of operations, and at such times as to permit proper inspection by the Resident. To the extent possible, unload ballast in position for use with a minimum of redistribution and dressing. .

Thoroughly compact each ballast lift until stones are firmly interlocked and surface is true and unyielding. Compact each lift with not less than four passes of a roller or a vibratory compactor subject to the following requirements:

(a) Compact by rolling using either a self-propelled, three wheel, two axle roller of such weight that will provide compression under the rear wheels of not less than 350 pounds per linear inch of tread: or using a two or three-wheel tandem roller having a weight per inch of drive roll of not less than 350 pounds, and every part of the surface receiving compression from the drive wheels.

(b) Compact by vibration using vibration compactors of either the roller or pad type. Dynamic force for either type shall be not less than 20,000 pounds and the frequency range shall be 1100 to 1500 vpm. Use machines equipped with a governor which can be set and locked to control rate of impulse. Provide a tachometer or other suitable device for accurately checking the frequency of vibration during compaction operation.

647.08 Cross Tie Installation. Carefully place and distribute ties on compacted ballast section. Place timber ties so that heartwood is down. Handle ties in a manner to avoid breaking and bruising. Do not throw ties from cars or trucks onto rails or rocks. Place ties normal to center line of track. In placing or spacing treated ties, handle only with tongs or suitable devices. Do not use bars, chisels, forks, mauls, picks, punches, shovels, or sledges for moving ties or placing them in position beneath the rails. Avoid unnecessary handling, redistribution, and reloading of ties. To extent practical, distribute ties in proper position for use without further handling. Remove ties damaged as

a result of improper handling by the Contractor and rejected by the Resident and replace with undamaged ties at no additional cost to MaineDOT.

647.081 Machining Crossties:

Boring:

1. Boring for spike holes shall conform in size and location to plans for the rail fasteners with plus or minus 1/16 inch permitted in each distance between holes. The spike holes shall be centered across the width of the tie in such a way that the fasteners will center on the tie when the spikes are driven. A tolerance 1/8 inch in the centering of the holes across the width of the tie is permissible.

2. Spike holes shall be bored no deeper than the length of the spike.

3. When the head diameter of the drill bits has been reduced 1/16 inch by wear, bits shall be replaced. Cutting heads of bits shall be sharpened at regular intervals to insure clean boring.

4. Any unused holes will be completely filled with treated plugs.

The ends of standard 8 foot 6 inch cross ties shall be brought to a uniform line, 18 1/2 inches from the edge of base of rail on the line side. The line side shall be the northerly side unless otherwise directed by the Resident.

Ties shall be spaced at 20 inches average, with no two ties spaced closer than 18 inches nor greater than 22 inches.

647.082 Tie Plates. All ties installed shall be plated. Tie plates shall be applied and placed so the shoulder is in contact with the rail base or a joint bar for the full length of the shoulder. The tie plate shall be centered on the tie and the shoulder shall not be under the rail base. Canted tie plates must be placed to cant the rail inward toward centerline of track

647.083 Cut Spike Fastening. Ties shall be pre-bored 9/16 inch diameter by 5 inches deep prior to spiking. The only exception will be if an automatic, hydraulic type spiker is used. Number of spikes per plate to be as indicated on the plans. Track spikes shall be started and driven vertically and square with the rail and must not be bent against the rail. Spikes shall have full bearing against the rail base and driven so as to allow 1/8 inch to 3/16 inch gap between the under side of the spike head and the top of the rail base. Spikes shall not be over-driven or driven against the end of a joint bars or in a joint bar slot. The removal of spikes once driven, shall be avoided whenever possible. If spikes are pulled, the holes shall be plugged with new creosote-treated tie plugs.

647.09 Rail Installation. Rail installation consists of both CWR strings up to 1,170 feet long and 78 to 80' stick rail. Although all rails, regardless of length, will be joined with 36 inch six hole joint bars with end holes left blank, any rail over 400 feet long will be treated as CWR and thermally adjusted to a rail neutral temperature of 95 degree Fahrenheit minus 5 to plus 15 degrees, vibrated and anchored by box anchoring every other tie with approved rail anchors. The 80' rails and rail strings less than 400' long will be treated as jointed rail and shims provided to produce a rail end gap per the schedule below and anchored as jointed rail with a minimum of 16 anchors per 80 feet of rail

and bolted. Rail joints in track shall be staggered by no less than 18 feet. No rails less than 19 and 1/2 feet long shall be laid in track without the permission of the Resident.

Rails shall be cut squarely and cleanly by means of a rail saw. Cutting rails or burning holes in rails by means of a heat dependent device is prohibited. Holes for bolting cut rails shall be drilled by an approved type of rail drill and with use of a template with the end hole left blank. Under no circumstances shall new holes be drilled between two existing holes. End holes shall be left blank for future welding of rail.

647.091 Expansion Shims. Standard expansion shims must be provided and care used in placing them so that the proper opening will be left between the rails. A standard rail thermometer shall be used to determine the temperature of the rail. Determine temperature of rail by placing rail thermometer on shielded side of rail base next to web and leaving it there for not less than five minutes and until no change in its reading is detected. For the temperature then shown, the thickness of shim required for the proper expansion opening between the rails shall be used, as provided in the following table:

Rail Temperature (Deg. F)	80 Foot Rail Rail End Gap (inches)	up to 400 Foot Rail Rail End Gap (inches)
26 to 45	Not allowed	Not allowed
46 to 65	¼	Not allowed
66 to 85	1/8	Not allowed
over 85	None	1/4

For rail lengths between above limits (or shorter), extrapolate value for 80 foot rails and set an end gap to the next higher (or lower) increment, but not over 1/4 inches.

647.092 Joint Bar Installation. CWR rail strings furnished by MaineDOT have drilling for standard 36 inch joint bars with end holes left blank. Contractor shall drill rail ends created by cutting rails to fit field conditions using a rail drill and the proper template for 36" joint bar assemblies furnished. Prior to joint bar application, the Contractor shall clean and coat the rail ends within the joint bar area, including webs, fishing surfaces, bolt holes and inside surfaces with an approved oil or grease as specified in AREMA Specification, Chapter 5, Part 5. The joint bars shall be positioned on the rail, bolts inserted and washers and nuts applied by hand. The bars shall be in a vertical (uncocked) position as one of the center bolts is tightened. All bolts shall be completely tightened when the rail is laid to a tension range of 20,000 to 25,000 pounds per bolt and in the proper sequence to properly seat the rail joint, beginning at the center and working in both directions toward the end. To assure that the joint bars maintain their vertical position, the toes of the bars should be tapped with a maul as the bolts are tightened. After the rail has been laid all bolts shall be tightened again.

647.093 Allowable Compromise Joints and Installation. No rail compromise joints in excess of 25 lbs per yard shall be allowed. Where two rail sections in excess of that difference meet, a transition of not less than 19 and 1/2 feet of intermediate rail shall be required with a second set of compromise joints at the opposite end. Compromise joint locations shall be staggered at least 20 inches. Contractor shall be responsible for ordering joints required based on existing rail sections being joined with allowance for head wear in the existing rail section.

647.094 Rail Anchor Installation. Track shall be anchored to the following patterns. Any rail over 400 feet in length shall have every other tie box anchored throughout its length. Rails shorter than 400 feet shall be anchored with a minimum of 16 anchors per 80 feet of rail as indicated in Diagram 1 of Chapter 5, Part 5, Section of 4 of the AREMA Manual. Place anchors to achieve full bearing against the ties and fully drive or attach anchors following manufacturer's instructions.

647.10 Initial Surface and Alignment. The Contractor shall surface and line all track constructed sufficient to provide a running surface for on-track maintenance equipment and within 1 inch of final elevation and horizontal alignment. Also included will be making proper runoffs into existing side tracks and at the ends of track construction.

647.101 Final Track Surfacing and Alignment Tolerances. Final track alignment and surfacing will be accomplished only after all track work has been completed by the Contractor up to and including Initial Surface and Alignment as noted above. The tolerances for completed track work shall be as follows:

TRACK SURFACE & ALIGNMENT	TOLERANCES
Deviation from uniform profile on either rail at the mid-ordinate of a 62-foot chord may not exceed --	1/2 inch
Deviation from zero cross level at any point on tangent or designated elevation on curves may not exceed --	1/4 inch
The difference in cross level between any two points less than 62 feet apart on tangents or curves may not exceed --	1/4 inch
Deviation from uniform alignment between any two points less than 62 feet apart on tangent and curved track may not exceed --	1/2 inch

Negative superelevation will not be allowed.

647.102 Allowable Track Raises/Runoff. Any track raise in excess of 4 inches in one surfacing pass will not be allowed. Track shall be fully tamped after each track raise prior to performing additional raises. The final surfacing and lining operation to place the track to the tolerances indicated above will be limited to 1 inch. The runoff at the end of an incomplete raise, into existing sidings, or at the ends of the project track work, shall not exceed 1/2 inch in 31 feet of track unless otherwise approved by the Resident.

647.103 Tamping. Tamping operations during track construction shall be performed with an approved 16 tool power tamper of the vibratory squeeze type. The power tamper shall have tamping tools with a tamping end of sufficient area to tamp each tie to the satisfaction of the Resident. Tamping ends shall be repaired or replaced after 30% wear of the working surface. Final surfacing

shall be accomplished with a fully automatic model as specified in Subsection 647.094.

Cross ties shall be tamped from a point approximately 15 inches but not less than 13 inches inside each rail on both sides of the tie to the tie end. Tamping shall not be permitted at the center of tie between these limits. The center area shall be filled with ballast. Both ends of the tie shall be tamped simultaneously and tamping inside and outside of the rail shall be done at the same time.

All cross ties shall be tamped tightly to provide good bearing against the base of rail after the track and turnout is raised to true surface. All "down" ties and switch timber shall be brought up to the base of rail and machine tamped by the Contractor. The resultant surface and alignment shall be of uniform and smooth quality. Surfacing of turnouts shall include all four rails.

Tamping of track in snow and frozen ballast conditions will not be permitted.

647.104 Final Surfacing and Alignment. Track raise during final surfacing and alignment will be limited to one inch or less. All track work constructed shall be final surfaced and lined using a 16 tool minimum, fully automatic machine. This machine shall be supported by a ballast regulator with a mechanical broom capable of removing all ballast from the surface of the ties and forming a smooth ballast shoulder and slope as indicated on the plans.

Upon completion of surfacing and lining operation, the track shall have been fully tamped, lined, ballasted and dressed to adequately support and restrain the track under load. The Contractor shall ensure that all rail anchors are properly seated so as to exert anti-rail creepage force against the edge of the tie plate or into the side of the tie. Rail anchors not meeting this requirement shall be adjusted into the proper position.

647.105 Handling Ballast During Surfacing. Ballast shall be unloaded only in the amount required for the track raise and for ballast section restoration which shall include shoulder restoration.

The Contractor shall use a ballast regulator machine to distribute the stone ballast in sufficient quantity for tamping the track and for restoring the ballast section which shall conform to the typical sections.

Ballast shall be unloaded from railroad cars or hi-rail equipped vehicles. Tractor or rubber tired vehicles are not permitted to operate over the track structure.

The Contractor shall avoid pulling sod, vegetation and other foreign matter onto the track structure or shoulders for the purpose of tamping or dressing the ballast section.

647.106 Placement of Additional Ballast at Track Terminations At locations where track is terminated at both sides of paved grade crossings and undergrade bridges, place additional ballast to cover rail ends to mitigate impact to end of rails from snow mobiles.

METHOD OF MEASUREMENT

647.11 Method of Measurement. Track construction will be measured by the linear foot along the centerline of track complete in place and accepted. Where different track construction meets with staggered joints, the linear measurement will be to mid point of the stagger.

Ballast will not be separately measured, but considered incidental to track work items.

Specified survey and determination of horizontal alignment and top of rail profile will not be separately measured, but considered incidental to the track work items.

Grading of roadbed surface to achieve a uniform ballast depth based on design profile will not be separately measured, but considered incidental to the track work items.

Removing the 12 inch cast iron pipe at station 314+76 in Westbrook will not be separately measured. Excavation to remove the pipe will be measured by cubic yard of the minimum trench cross section required to remove pipe. Furnishing and placing granular borrow for backfilling the excavation will be measured by the cubic yard as specified in Section 203.

Demolition and removal of old concrete railroad structures will be measured by the cubic yard as specified in Section 202.

Excavation of track bed required to lower profile grade at roadway approaches or to remove unsuitable material will measured by the cubic yard as specified in Section 203.

Furnishing, placing and compacting granular borrow will be measured by the cubic yard as specified in Section 203.

Surfacing and lining of track as required during track construction will not be separately measured, but will be considered incidental to the track work items.

Reinforcement geotextile fabric will be measured by the square yard as specified in Subsection 620.07

BASIS OF PAYMENT

647.12 Basis of Payment. The accepted quantities of track will be paid for at the contract unit price per linear foot for each kind and type of track construction specified, complete in place. Included in each type of construction are the following:

Payment for Item 647.01 - New 115 RE Timber & Ballasted Track Cons. shall include complete installation of track structure on graded and compacted subggrade using 115 RE CWR strings furnished by MaineDOT with all other material furnished by the Contractor. Included in that item are all labor, material and equipment to move the rail strings from the active rail line in Westbrook to the project location. Survey, setting horizontal alignment, profile and subgrade preparation shall also be included.

Payment for Item 647.02 - New 115 RE Timb. & Ball. Track Const. shall include complete installation of track structure on graded and compacted subgrade using new 115 RE rail in 78 foot or 80 lengths furnished by the Contractor. Survey, setting horizontal alignment, profile and subgrade preparation shall also be included. The quantity of this item may be adjusted up or down based on the total value of the bid versus the available funding.

Both track work items include placing and setting rail anchors and surfacing and aligning the track to the specified tolerances using specified equipment.

The accepted quantities of clearing will paid for at the contract unit price per acre.

The accepted quantities of demolition and removal of old concrete structures will be paid for at the contract unit price per cubic yard.

The accepted quantities of common excavation, rock excavation and granular borrow will be paid for at the contract unit price per cubic yard.

The accepted quantities of reinforcement geotextile fabric will be paid for at the contract unit price per square yard.

Payment will be made under:

Pay Item	Pay Unit
201.11 Clearing	Acre
202.12 Removing Existing Structural Concrete	Cubic Yard
203.20 Common Excavation	Cubic Yard
203.21 Rock Excavation	Cubic Yard
203.25 Granular Borrow	Cubic Yard
620.61 Reinforcement Geotextile	Square Yard
647.01 New 115 RE Timber & Ballasted Track Cons.	Linear Foot
647.02 New 115 RE Timb. & Ball. Track Const.	Linear Foot

END OF SECTION

SECTION 648 -- RAIL-HIGHWAY CROSSINGS

648.01 Description. This work shall consist of furnishing and installation of treated timber and bituminous grade crossings at private, gravel crossings in accordance with these specifications, referenced sections of the current "Manual for Railway Engineering" of the American Railway Engineering and Maintenance Association (AREMA) and as detailed on the plans. Paved public and private crossings will not be constructed as part of this Project. Installation of underdrains will be required only at crossings where positive drainage flow in right-of-way ditches needs to be maintained through the crossing area.

Paved public and private crossings that shall not have track constructed through them and any crossing surface installed include the following six crossings:

1. Bridge Street
2. Pierce Street
3. Presumpscot Estate Drive
4. Rousseau Road
5. Depot Street
6. Route 4/202

Private gravel crossings that shall have timber and bituminous crossings installed are located at the approximate valuation stations as follows:

	LOCATION	STATION	TOWN
(1)	Private Crossing	291+60±	Westbrook
(2)	Private Crossing	305+05±	Westbrook
(3)	Private Crossing	311+20±	Westbrook
(4)	Private Crossing	322+65±	Westbrook
Note: Station Equation at Westbrook-Windham Town Line – 327+50 = 0+00			
(5)	Private Crossing	28+10±	Windham
(6)	Private Crossing	33+20±	Windham
(7)	Private Crossing	40+35±	Windham
(8)	Private Crossing	65+55 ±	Windham
(9)	Private Crossing	69+40±	Windham
(10)	Private Crossing	77+10±	Windham
(11)	Private Crossing	82+75±	Windham
(12)	Private Crossing	89+70±	Windham
(13)	Private Crossing	109+15±	Windham
(14)	Private Crossing	111+00±	Windham
(15)	Private Crossing	121+50±	Windham

Related work is specified in other sections as follows:

Hot Bituminous Pavement is specified in Section 403.
Underdrains are specified in Section 605.
Geotextiles are specified in Section 620.
New Track Construction is specified in Section 647.

MATERIALS

648.02 Materials. Materials shall meet the requirements specified in this section and the Standard Specifications, as follows:

648.021 Treated Timber Crossing Panels. Timber crossing timbers shall be full depth timber, pressure treated, sized to install on top of ties without shims or sills. Crossing material shall be oak, fabricated to size indicated on the plans. Timbers shall conform to AREMA Chapter 3, Part 1 with respect to quality. Timbers shall be pre-bored, counter bored and framed prior to treatment. Length of crossing panels to be 8' – 0".

Framed and bored timbers shall be treated to 7 pound retention of 60/40 creosote - coal tar solution per AREMA Chapter 3, Section 9.

Crossing timbers at each end in track shall be beveled as shown on the plans. The Contractor shall submit complete shop drawings and suppliers specifications of any prefabricated units to the Engineer for approval prior to ordering.

648.022 Washer Head Timber Drive Spikes. Washer Head Timber Drive Spikes shall be 3/4 inch diameter with square head and conform to current AREMA Specifications for steel drive spikes, Chapter 5, Miscellaneous Part. Length to be as required to penetrate 4 inches into the track ties.

648.023 Geotextile Fabric. Class A Drainage Geotextile Fabric shall be as specified in Subsection 722.04 of the Standard Specifications.

648.024 Underdrains. 12 inch Underdrain Type C shall be as specified in Section 605 of the Standard Specifications.

648.025 Ballast. Ballast shall be as specified in Subsection 647.028 of these Specifications.

CONSTRUCTION REQUIREMENTS

648.03 Maintenance of Rail and Highway Traffic. The Contractor shall arrange and schedule crossing work to minimize disruption to vehicular traffic that may be using the crossings.

648.04 Subgrade Preparation. Crossings will be placed on newly constructed track which consists of a new, full ballast section and gravel subgrade. Additional subgrade work will consist of grading and compacting roadway approaches to the crossings for approximately 20 feet beyond the timber crossing field panels to allow placing bituminous pavement.

648.05 Underdrains At crossings where there are parallel right of way ditches install underdrains and drainage geotextile to maintain positive drainage flow through the crossing area. Place Class A drainage geotextile in trenches to cover crushed or uncrushed backfill material as shown on the plans.

648.06 Installation of Track and Treated Timber Beams. Assemble, surface and line track as specified in Section 647. The Contractor shall eliminate rail joint locations within the crossings by working out from the crossings when laying rail. Track shall be fully tamped, lined and surfaced prior to installation of crossing surface.

Install the treated timber beams, both gauge and field panels, lagging to ties with timber drive spikes as shown on the plans. Take care to provide required flangeway openings. Field drill lag holes to match tie spacing, counter sinking so that head of spike is below the surface of the timbers. Only one 8' 0" panel will be installed per crossing. Locate to align with roadway approaches.

648.07 Hot Bituminous Pavement Place approximately 6 inches of pavement in numerous lifts from the end of field side edges of timber crossing panels for approximately 20 feet along the roadway as shown on the typical cross section and to suit field conditions.

METHOD OF MEASUREMENT

648.10 Method of Measurement. Treated timber and bituminous grade crossings will be measured by the linear foot of crossing surface furnished and installed measured along the centerline of track. In skewed or angled crossings, the measurement will be to the mid point of the stagger on both ends of the crossing. Track construction through crossings will not be measured under this Section, but under Section 647.

Hot Bituminous Pavement will be measured by the Ton as specified in Section 403.

Underdrains will be measured by the linear foot as specified in Subsection 605.06.

Minimal grading and compacting of roadway approaches under the bituminous pavement will not be separately measured, but considered incidental to crossing and pavement items.

Excavation for underdrain trenches and placement of backfill will not be separately measured

but shall be included in the payment for underdrain.

Geotextile fabric will be measured by the square yard as specified in Subsection 620.07

BASIS OF PAVEMENT

648.11 Basis of Payment. The accepted quantity of timber and bituminous grade crossing will be paid for at the contract unit price per linear foot. Such payment shall be full compensation for furnishing the treated timber beams, all attachment hardware and complete installation in track at designated locations.

The accepted quantity of bituminous pavement will paid at the contract unit price per ton.

The accepted quantity of underdrains will be paid for at the contract unit price per linear foot.

The accepted quantity of geotextile fabric will be paid for at the contract unit price per square yard.

Payment will be made under:

Pay Item	Pay Unit
403.207 Hot Mix Asphalt, 19.0 mm HMA	Ton
403.208 Hot Mix Asphalt 12.5 mm HMA Surface	Ton
605.11 12 Inch Underdrain Type C	Linear Foot
620.56 Drainage Geotextile (Type A)	Square Yard
648.31 Treated Timber and Bituminous Crossings	Linear Foot

END OF SECTION

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Road Work xxxx[1]
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

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

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

[1] "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Departments Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

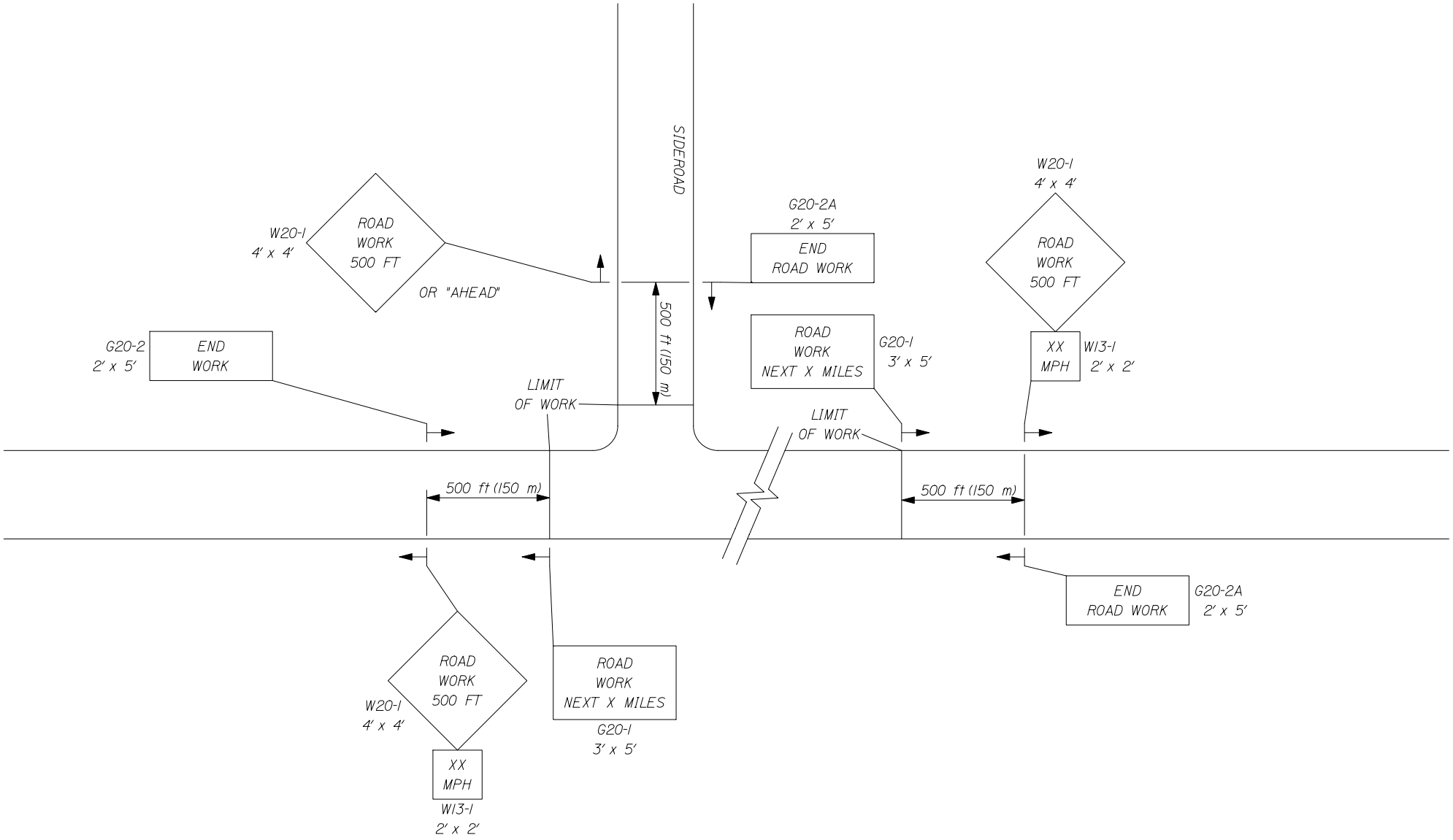
ORIGINAL CONTRACT AMOUNT

from	Up to and	Amount of Penalty
More Than	**Including**	**Damages per Violation**
$0	$100,000	$250
$100,000	$300,000	$500
$300,000	$500,000	$750
$500,000	$1,000,000	$1,500
$1,000,000	$2,000,000	$2,500
$2,000,000	$4,000,000	$5,000
$4,000,000	and more	$10,000

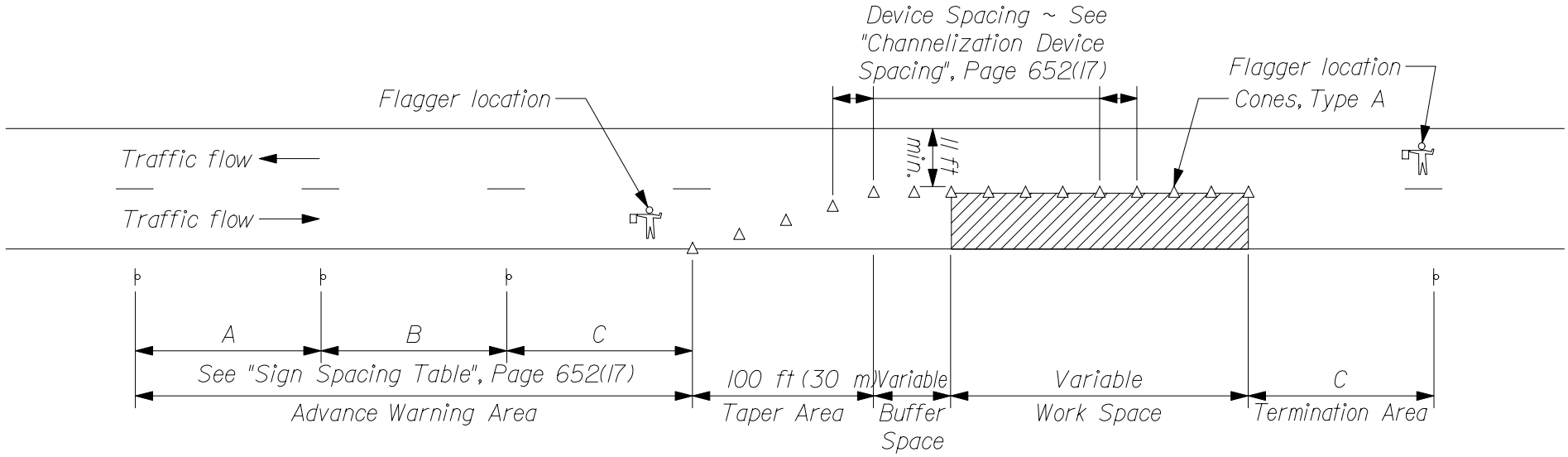
April 17, 2007
Supersedes May 10, 2006

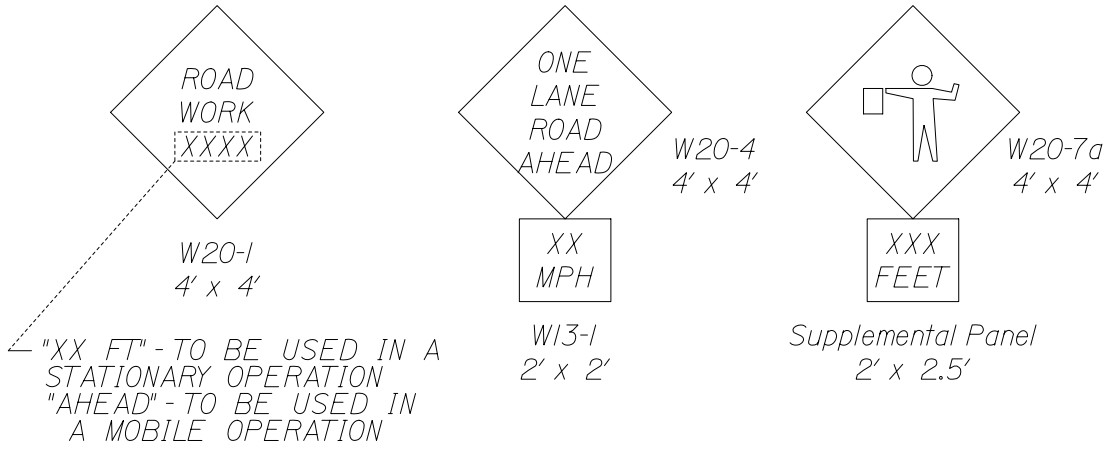
SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.



-- PROJECT APPROACH SIGNING --
TWO WAY TRAFFIC





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

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

* Formulas for L are as follows:

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

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

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

$L = WS$ $\left(L = \frac{WS}{1.6}\right)$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

CHANNELIZATION DEVICE SPACING

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

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

GENERAL NOTES;

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

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

100

SECTION 654 -- RIGHT-OF-WAY DITCHING

654.01 Description. This work shall consist of clearing and re-grading existing right-of-way ditches, forming new ditches where required to drain the rail bed, and seeding and erosion control measures. Work shall be in accordance with these Specifications, referenced sections of the Standard Specifications and as detailed on the plans.

Related work is specified in the Standard Specifications as follows:

Erosion Control Blankets are specified in Section 613
Seeding is specified in Section 618

MATERIALS

654.02 Temporary Erosion Control Blankets. Shall conform to the requirements specified in Subsection 717.061 of Division 700 -- Materials. Ground anchors for temporary erosion control blankets shall conform to Subsection 717.063.

654.03 Seed. Crown Vetch, seeded per Method No 3 in initial application and by hydro seeding in final application, shall conform to Subsection 717.03 of Division 700 -- Materials.

CONSTRUCTION REQUIREMENTS

654.04 Cleaning Existing Ditches. After clearing and grubbing operations have been completed, Contractor shall clean and reshape existing right-of-way ditches at all locations where right of way ditches exist or as directed by the Engineer, removing debris, vegetation and other obstructions. Ditches shall be deepened up to one foot as necessary to establish flow in a direction towards an outlet, avoiding forming pockets. Wherever possible, ditch shall be graded in order to carry water to an existing culvert or other drainage facility or where the ditch ends adjacent to fill section. Contractor shall take care to avoid cleaning the ditch to a depth or width that would affect the stability of the roadbed or the ballast shoulder.

No automotive or tractor equipment will be permitted to be operated over cross ties and ballast shoulders during ditch cleaning. Ditch cleaning should precede track construction.

All excavated material shall be properly disposed of from the right-of-way.

654.05 New Ditch Construction. Where new drainage ditches more than one foot deep are required or where existing ditch invert must be lowered more than one foot, the Contractor shall form ditch that will provide positive drainage to an outlet. Ditch shall be graded to flow towards existing culverts and pipes or end of ditch at fill section, avoiding the forming of pockets or slopes

too steep that would cause erosion. Contractor shall take care to avoid forming a ditch to a depth or width that would affect the stability of the roadbed, the ballast shoulder, or adjacent slopes or facilities.

No automotive or tractor equipment will be permitted to be operated over cross ties and ballast shoulders during ditching operations. Ditching should precede track construction.

All excavated material shall be properly disposed of from the right-of way.

-654.06 Erosion Control. On a daily basis, during ditching operations, wherever bare soil is exposed, prepare surface as specified for Method Number 2 in Section 618 and hand seed with Crown Vetch seed mixture. Follow immediately with placement of Temporary Erosion Control Blanket, anchoring with approved anchors.

At completion of project, hydro seed all previously seeded areas with the Crown Vetch seed mixture.

654.07 Method of Measurement. Right-of-way ditching and cleaning will be measured by the linear foot along the centerline of the ditch, complete in place and accepted. Any ditching up to one foot below existing grade or segments up to 2 feet deep but less than 50 feet in length will be measured as Cleaning Ditches. Ditching in excess of one foot below existing grade over a distance greater than 50 linear feet or any ditch greater than 2 feet deep will be measured as New Ditch Construction.

Seeding will be measured by the area of surface seeded in units of 1,000 square feet.

Temporary Erosion Control Blankets will be measured by the square yard based on the width and length of the blanket measured on the ground.

645.09 Basis of Payment. The accepted quantities of Cleaning Existing Ditches and New Ditch Construction will be paid at the contract unit price per linear foot complete in place and accepted. Such payment shall be full compensation for removal and proper disposal of brush, debris and excavated soil.

The accepted quantity of seeding will be paid for at the contract price per unit for both hand seeding and hydro seeding of Crown Vetch mixture which price shall include furnishing and spreading limestone, fertilizer, inoculant and necessary maintenance.

Temporary Erosion Control Blankets will be paid for at the contract unit price per square yard complete in place and accepted. Such payment shall be full compensation for furnishing and installing the blanket in accordance with the Standard Specification.

Payment will be made under:

Pay Item	Pay Unit
654.01 Cleaning Existing Ditches	Linear Foot
654.02 New Ditch Construction	Linear Foot
613.319 Erosion Control Blanket	Square Yard
618.1411 Seeding Method No 3 – Plan Quantity	Unit

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Standard Specification 656 of the Standard Specifications is deleted and replaced by this Special Provision.

The following information and requirements will constitute the Soil Erosion and Water Pollution Control Plan for this Project. The soil erosion and water pollution control measures associated with this work are as follows:

All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The latest version is dated February 2008 and is available at: http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php .

Procedures specified shall be according to the BMP Manual unless stated otherwise.

1. The on-site person responsible for implementation of this plan, shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls and shall provide the Resident with their numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.
2. All areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis (if seeded by hand, it shall be done on a daily basis). All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
3. All disturbed ditches shall receive erosion control blanket or stone rip rap, as required, prior to leaving the site each day.
4. Winter stabilization BMPs shall be applied in accordance with the MDOT BMP Manual between November 1 and April 15 or during frozen ground conditions.
5. If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Resident must be provided with a Spill Prevention Control and Countermeasure Plan (SPCCP) plan. At a minimum, the SPCCP shall include:
    - The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
    - General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

- Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
- A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see *Standard Specification, Section, 105.2.2 - Project Specific Emergency Planning*.

6. The Environmental Coordinator must inspect and maintain daily all controls for the duration of the project.
7. If the Project Resident directs new soil disturbance that requires temporary erosion and sedimentation control, all permits shall be obtained by the MaineDOT and a full SEWPCP will be required and paid for as Extra Work.

Any costs related to this plan shall be considered incidental to the contract.

August 30, 2010
Supersedes October 27, 2009

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php

Detail #	Description	Revision Date
504(15)	Diaphragms	12/30/02
507(04)	Steel Bridge Railing	2/05/03
526(33)	Concrete Transition Barrier	8/18/03
645(06)	H-Beam Posts – Highway Signing	7/21/04
645(09)	Installation of Type II Signs	7/21/04
626(09)	Electrical Junction Box for Traffic Signals and Lighting	2/25/05
604(01)	Catch Basins	11/16/05
604(05)	Type “A” & “B” Catch Basin Tops	11/16/05
604(06)	Type “C” Catch Basin Tops	11/16/05
604(07)	Manhole Top “D”	11/16/05
604(09)	Catch Basin Type “E”	11/16/05
606(02)	Multiple Mailbox Support	11/16/05
606(07)	Reflectorized Beam Guardrail Delineator Details	11/16/05
609(06)	Vertical Bridge Curb	11/16/05
504(23)	Hand-Hold Details	12/08/05
609(03)	Curb Type 3	6/27/06
609(07)	Curb Type 1	6/27/06
535(01)	Precast Superstructure - Shear Key	10/12/06
535(02)	Precast Superstructure - Curb Key & Drip Notch	10/12/06
535(03)	Precast Superstructure - Shear Key	10/12/06

535(04)	Precast Superstructure - Shear Key	10/12/06
535(05)	Precast Superstructure - Post Tensioning	10/12/06
535(06)	Precast Superstructure - Sections	10/12/06
535(07)	Precast Superstructure - Precast Slab & Box	10/12/06
535(08)	Precast Superstructure - Sections	10/12/06
535(09)	Precast Superstructure - Sections	10/12/06
535(10)	Precast Superstructure - Sections	10/12/06
535(11)	Precast Superstructure - Sections	10/12/06
535(12)	Precast Superstructure - Sections	10/12/06
535(13)	Precast Superstructure - Sections	10/12/06
535(14)	Precast Superstructure - Stirrups	10/12/06
535(15)	Precast Superstructure - Plan	10/12/06
535(16)	Precast Superstructure - Reinforcing	10/12/06
535(17)	Precast Superstructure - Notes	10/12/06
801(01)	Drives on Sidewalk Sections	2/06/07
801(02)	Drives on Non-Sidewalk Sections	2/06/07
535(03)	Precast Superstructure - Shear Key	12/5/07
535(04)	Precast Superstructure - Shear Key	12/5/07
535(05)	Precast Superstructure - Post Tensioning	12/5/07
535(17)	Precast Superstructure - Notes	12/5/07
801(01)	Drives on Sidewalk Sections	1/04/08
801(02)	Drives on Non-Sidewalk Sections	1/04/08
203(03)	Backslope Rounding	1/29/08
535(02)	Precast Superstructure - Curb Key & Drip Notch	5/20/08

535(05)	Precast Superstructure - Post Tensioning	5/20/08
502(03)	Concrete Curb - Bituminous Wearing Surface	2/2/09
502(03)A	Concrete Curb - Concrete Wearing Surface	2/2/09
502(07)	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(07)A	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(08)	Precast Concrete Deck Panels - Panel Plan	2/2/09
502(09)	Precast Concrete Deck Panels - Blocking Detail	2/2/09
502(10)	Precast Concrete Deck Panels	2/2/09
502(11)	Precast Concrete Deck Panels	2/2/09
502(12)	Precast Concrete Deck Panels - Notes	2/2/09
502(12)A	Precast Concrete Deck Panels - Notes	2/2/09
526(06)	Permanent Concrete Barrier	2/2/09
526(08)	Permanent Concrete Barrier – Type IIIA	2/2/09
526(08)A	Permanent Concrete Barrier – Type IIIA	2/2/09
526(13)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(14)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(21)	Concrete Transition Barrier	2/2/09
526(39)	Texas Classic Rail – Between Window	2/2/09
526(40)	Texas Classic Rail – Through Window	2/2/09
526(41)	Texas Classic Rail – Through Post	2/2/09
526(42)	Texas Classic Rail – Through Nose	2/2/09
606(20)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(21)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(22)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09

606(23)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
609(06)	Vertical Bridge Curb	2/2/09
609(08)	Precast Concrete Transition Curb	2/2/09
502(12)	Precast Concrete Desk Panels	9/09
504(22)	Diaphragm & Crossframe Notes	9/09
626(09)	Electrical Junction Box for Traffic Signals and Lighting	8/20/10

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:

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 + (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:

From	Up to and	Amount of Liquidated

More Than	Including	Damages per Calendar Day
$0	$100,000	$225
$100,000	$250,000	$350
$250,000	$500,000	$475
$500,000	$1,000,000	$675
$1,000,000	$2,000,000	$900
$2,000,000	$4,000,000	$1,000
$4,000,000	and more	$2,100

SECTION 108
PAYMENT

Remove Section 108.4 and replace with the following:

"108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the dated the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department."

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: "Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. 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 Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: "The Contractor is not entitled to compensation or reimbursement for any of the following items:

A. Total profit or home office overhead in excess of 15%,
B. ……."

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 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. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead.."

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."

Delete the entire Section 203.041 and replace with the following:
"203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.

2. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

3. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

The cost of salvaging hot mix asphalt material will be included for payment under the applicable pay item, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, and rehandling, if necessary, and utilizing the material in entrances or other approved uses, or stockpiling at an approved site as described above. The material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses."

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 sublot 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 610
STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

Add the following paragraph to Section 610.02:
"Materials shall meet the requirements of the following Sections of Special Provision 703:

Stone Fill	703.25
Plain and Hand Laid Riprap	703.26
Stone Blanket	703.27
Heavy Riprap	703.28
Definitions	703.32"

Add the following paragraph to Section 610.032.a.
"Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source."

Add the following paragraph to Section 610.032.b:
"Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source."

Add the following to Section 610.032: "Section 610.032.d. The grading of riprap, stone fill, stone blanket and stone ditch protection shall be determined by the Resident by visual inspection of the load before it is dumped into place, or, if ordered by the Resident, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. A separate, reference pile of stone with the required gradation will be placed by the Contractor at a convenient location where the Resident can see and judge by eye the suitability of the rock being placed during the duration of the project. The Resident reserves the right to reject stone at the job site or stockpile, and in place. Stone rejected at the job site or in place shall be removed from the site at no additional cost to the Department."

SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content	Percent by Volume
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 warranteed 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…"

Description Change "Floor Area" to "Floor Area (Outside Dimension)". Change Type B floor area from "15 (160)" to "20 (217)".

639.09 Telephone Paragraph 1 is amended as follows:
"The contractor shall provide **two** telephone lines and two telephones,…."

Add- "In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor's option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor."

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 Transportations' 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 15º 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…"
Add the follow to the list of requirements: "k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site."
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." Add the following as the last sentence: "The creation and modification of the TCP will be considered incidental to the related 652 items."

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 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2."

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."

Add the following:
"652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read "RUMBLE STRIP CROSSING" with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them."

652.6 Nightwork Delete this section entirely and replace with the following:
"652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: http://www.sunrisesunset.com/usa/Maine.asp . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

The following minimum light levels are required for Night Work lighting;

Level I: (5 foot-candles)

- All work operations by Contractor's personnel in areas of general construction operations, including layout and measurements ahead of the actual work, , cleaning and sweeping, , and seeding.
- Areas where crew movement may take place.
- Stockpile areas.
- At the area of lane closure, continuously through the lane closure, including the setup and removal of the closures.
- State Field Offices and facilities.

Level II: (10 foot-candles)

- On and around (360 degrees) construction equipment in the work zone.
- 50 feet ahead of, 100 feet behind, and along the sides of paving or milling machines in the work zone.

Level III: (20 foot-candles)

- Flagging Stations
- Pavement or structural crack and pothole filling.
- Pavement patching and repairs.
- Installation of signal equipment, or other electrical or mechanical equipment.
- Curb work, drainage, sidewalk work, excavation, landscaping, and any other work using ground labor, supervision, or inspection.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360º. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The 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.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

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^2 [80 lb/ft^2] ground contact pressure…" to "…crawler type bulldozer of not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact pressure…"

653.06 Compaction In the last sentence; change "…not more than 390 kg/m^2 [80 lb/ft^2] ground contact…" to "…not more than 4875 kg/m^2 [2000 lb/ft^2] 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 [½ 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 forth 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."

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

AGGREGATE GRADATION CONTROL POINTS

SIEVE SIZE	Nominal Maximum Aggregate Size---Control Points (Percent Passing)				
	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE				
37.5 mm	100				
25 mm	90-100	100			
19 mm	-90	90-100	100		
12.5 mm		-90	90-100	100	100
9.5 mm		-	-90	90-100	95-100
4.75 mm		-	-	-90	80-100
2.36 mm	19-45	23-49	28-58	32-67	40 - 80
1.18 mm		-	-	-	-
600 µm		-	-	-	-
300 µm		-	-	-	-
75 µm	1-7	2-8	2-10	2-10	2-10

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

GRADATION CLASSIFICATION

PCS Control Point for Mixture Nominal Maximum Aggregate Size (% passing)				
Nominal Maximum Aggregate Size	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm
PCS Control Point (% passing)	40	47	39	47

If a Grading "D" mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
⅜ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

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…"

Replace subsections 703.25 through 703.28 with the following:
"703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs)."

Add the following paragraph:
"703.32 Definitions (ASTM D 2488, Table 1).
Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces
Subrounded: Particles have nearly plane sides but have well-rounded corners and edges
Rounded: Particles have smoothly curved sides and no edges"

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."

710.04 Metal Beam Rail Replace with the following: "Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification."

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

SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: "Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans."

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 [3/4 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."

MaineDOT

Environmental Summary Sheet

Pin: 17860.00 **Date Submitted: October 4, 2010**
Town: Westbrook-Windham
CPD Team Leader: J Nichols
NEPA Complete: No federal $

☒ **Section 106**
No Federal Action
Special Conditions:

☒ **Section 4(f) and 6(f)**
Section 4(f)
Review Complete- No USDOT $
Section 6(f)
Not Applicable

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable **Timing Window: Not Applicable**

☒ **Section 7**
Not Applicable
Species of Concern:

Comments/References: Not Applicable

☒ **Maine Department of Conservation/Public Lands, Submerged Land Lease**
Not Applicable

☒ **Maine Land Use Regulation Commission**
Not Applicable

**Applicable Standards and Permits are included with the contract*

☒ **Maine Department of Environmental Protection**
Not Applicable

**Applicable Standards and Permits are included with the contract*

☒ **Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
Not Applicable

**Applicable Standards and Permits are included with the contract*

☒ **Coast Guard**
Not Applicable
**Applicable Standards and Permits are included with the contract*

☒ **Special Provisions Required**

Special Provision 105-Timing of Work Restriction	N/A☐	Applicable☐
Special Provision 656-Erosion Control Plan	N/A☐	Applicable☒
Special Provision 203-Dredge Spec	N/A☒	Applicable☐
General Note for Hazardous Waste	N/A☒	Applicable☐
Special Provision 203-Hazardous Waste	N/A☒	Applicable☐
Special Provision 105.9	N/A☒	Applicable☐

**All permits and approvals based on plans/scope as of: 9/30/10*