

**Updated 11/05/14**

# **FEDERAL PROJECT**

## BIDDING INSTRUCTIONS

### FOR ALL PROJECTS:

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

#### For a Paper Bid:

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

#### For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
  - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

### IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

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

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

# NOTICE

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

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

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

**The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at [patrick.corum@maine.gov](mailto:patrick.corum@maine.gov) , Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).**

# NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

\_\_\_\_\_ of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

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

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

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

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

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

SURETY:

By \_\_\_\_\_

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

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

# NOTICE

Bidders:

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

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

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



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form should be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact The Office of Civil Rights at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at <http://www.maine.gov/mdot/civilrights/dbe.htm>

## INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

**FHWA DBE GOAL NOTICE FFY 2013-15**  
**Maine Department of Transportation**  
**Disadvantaged Business Enterprise Program**

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation has established a DBE Program for disadvantaged business participation in the federal-aid highway and bridge construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/civilrights/dbe.htm>

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: [sherry.tompkins@maine.gov](mailto:sherry.tompkins@maine.gov)

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

**Contractor:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Ext** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

**FEDERAL PROJECT PIN #** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**TOTAL ANTICIPATED DBE \_\_\_\_ % PARTICIPATION FOR THIS CONTRACT**

W B E	D B E	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated \$ Value
<b>Subcontractor Total &gt;</b>							
<b>DBE Total &gt;</b>							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL  
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL  
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_

FHWA       FTA       FAA

**For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot>**

Rev. 05/13

**Maine Department of Transportation Civil Rights Office**

**Directory of Certified Disadvantaged Business Enterprises**

**Listing can be found at:**

<http://www.maine.gov/mdot/civilrights/dbe.htm>

**For additional information and guidance contact:**

**Civil Rights Office at (207) 624-3066**

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.*

### **Vendor Registration**

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

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

**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 Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the towns of Smithfield, Norridgewock, New Sharon, Mercer, and Farmington" 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 March 25, 2015 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, Paving, 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: Maine Federal Aid Project Nos. STP-2034(300), WIN 20343.00, NHP-2036(800), WIN 20368.00, & NHPP-2256(900). WIN 22569.00.

Location: In Somerset County;

Project No. STP-2034(300) on Route 8 beginning 0.21 mile north of Rome Road and extending northerly on Route 8 for 1.79 miles to 1.18 miles north of Pine Tree Road.

Project No. NHP-2036(800) on Route 2 beginning 0.39 miles northeasterly of the Mercer Norridgewock town line and then extending 3.48 miles northeasterly.

Location: In Franklin and Somerset Counties;

Project No. NHPP-2256(900) on Route 2 beginning 1.12 miles southeasterly of High Street and extending easterly 15.78 miles to 0.39 of a mile northeasterly of the Mercer-Norridgewock town line

Outline of Work: Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements and other incidental work.

**The basis of award will be Section 1 only.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Scott Bickford at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. 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. TTY users call Maine Relay 711.

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 Dixfield. 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.

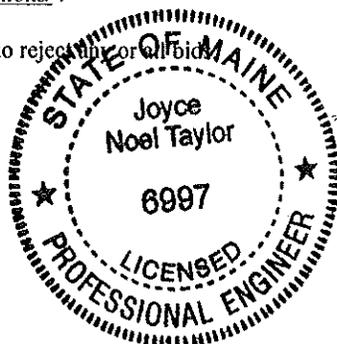
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of **\$145,000** payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

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

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

Augusta, Maine  
March 4, 2015



*Joyce Noel Taylor*  
JOYCE NOEL TAYLOR P. E.  
CHIEF ENGINEER

# NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.



Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020343.00

Project(s): 020343.00, 020368.00, 022569.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.203 PAVEMENT BUTT JOINTS	2,030.000 SY	_____	 _____	_____	 _____
0020	203.20 COMMON EXCAVATION	1,820.000 CY	_____	 _____	_____	 _____
0030	204.41 REHABILITATION OF EXISTING SHOULDERS, PLAN QUANTITY	28,710.000 SY	_____	 _____	_____	 _____
0040	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1,360.000 CY	_____	 _____	_____	 _____
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	150.000 T	_____	 _____	_____	 _____
0060	403.210 HOT MIX ASPHALT 9.5 MM	2,040.000 T	_____	 _____	_____	 _____
0070	403.2104 HOT MIX ASPHALT 9.5 MM - THIN LIFT SURFACE TREATMENT	7,900.000 T	_____	 _____	_____	 _____
0080	403.211 HOT MIX ASPHALT (SHIMMING)	6,640.000 T	_____	 _____	_____	 _____
0090	403.213 HOT MIX ASPHALT 12.5 MM BASE	4,210.000 T	_____	 _____	_____	 _____
0100	409.15 BITUMINOUS TACK COAT - APPLIED	8,155.000 G	_____	 _____	_____	 _____
0110	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	70.000 CY	_____	 _____	_____	 _____
0120	462.30 ULTRATHIN BONDED WEARING COURSE	269,890.000 SY	_____	 _____	_____	 _____

## Maine Department of Transportation

## Proposal Schedule of Items

Proposal ID: 020343.00

Project(s): 020343.00, 020368.00, 022569.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	604.092 CATCH BASIN TYPE B1-C	1.000 EA	_____	 _____	_____	 _____
0140	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	3.000 EA	_____	 _____	_____	 _____
0150	606.178 GUARDRAIL BEAM	325.500 LF	_____	 _____	_____	 _____
0160	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	75.000 LF	_____	 _____	_____	 _____
0170	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	10.000 EA	_____	 _____	_____	 _____
0180	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	4.000 EA	_____	 _____	_____	 _____
0190	606.362 GUARDRAIL ADJUSTED	362.500 LF	_____	 _____	_____	 _____
0200	606.367 REPLACE UNUSABLE EXISTING GUARDRAIL POSTS	8.000 EA	_____	 _____	_____	 _____
0210	606.47 SINGLE WOOD POST	3.000 EA	_____	 _____	_____	 _____
0220	606.754 WIDEN SHOULDER FOR GUARDRAIL 350 FLARED TERMINAL	2.000 EA	_____	 _____	_____	 _____
0230	606.79 GUARDRAIL 350 FLARED TERMINAL	2.000 EA	_____	 _____	_____	 _____
0240	606.80 BURIED-IN-SLOPE GUARDRAIL END	1.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020343.00

Project(s): 020343.00, 020368.00, 022569.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	610.08 PLAIN RIPRAP	10.000 CY	_____	 _____	_____	 _____
0260	615.10 DIRTY BORROW	3,040.000 CY	_____	 _____	_____	 _____
0270	618.14 SEEDING METHOD NUMBER 2	340.000 UN	_____	 _____	_____	 _____
0280	619.12 MULCH	340.000 UN	_____	 _____	_____	 _____
0290	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	2,831.000 SY	_____	 _____	_____	 _____
0300	627.77 REMOVING PAVEMENT MARKINGS	100,477.000 SF	_____	 _____	_____	 _____
0310	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	333,480.000 LF	_____	 _____	_____	 _____
0320	629.05 HAND LABOR, STRAIGHT TIME	25.000 HR	_____	 _____	_____	 _____
0330	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	25.000 HR	_____	 _____	_____	 _____
0340	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	25.000 HR	_____	 _____	_____	 _____
0350	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0360	652.33 DRUM	170.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020343.00

Project(s): 020343.00, 020368.00, 022569.00

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0370	652.34 CONE	310.000 EA	_____	 _____	_____	 _____
0380	652.35 CONSTRUCTION SIGNS	2,110.000 SF	_____	 _____	_____	 _____
0390	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	162.000 CD	_____	 _____	_____	 _____
0400	652.38 FLAGGER	4,210.000 HR	_____	 _____	_____	 _____
0410	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		LUMP SUM	_____	 _____
0420	659.10 MOBILIZATION	LUMP SUM		LUMP SUM	_____	 _____
Section: 1			Total:		_____	 _____

SECTION: 2 SEWER ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0430	812.162 ADJUSTING SEWER MANHOLE TO GRADE	3.000 EA	_____	 _____	_____	 _____
Section: 2			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, **WINS 20343.00, 20368.00, and 22569.00 for the Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the towns of Smithfield Norridgewock, New Sharon, Mercer, and Farmington, Counties of Franklin and Somerset, 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 **October 24, 2015.** . Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

**Section 1** \$ \_\_\_\_\_

**Section 2** \$ \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WINS 20343.00, 20368.00, and 22569.00 for the Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the towns of Smithfield Norridgewock, New Sharon, Mercer, and Farmington, Counties of Franklin and Somerset,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Section 1

Section 2

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, 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, **WINS 20343.00, 20368.00, and 22569.00 for the Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the towns of Smithfield Norridgewock, New Sharon, Mercer, and Farmington, Counties of Franklin and Somerset, 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 **October 24, 2015.** . Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

**Section 1 \$** \_\_\_\_\_

**Section 2 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WINS 20343.00, 20368.00, and 22569.00 for the Ultra-Thin Bonded Wearing Surface, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the towns of Smithfield Norridgewock, New Sharon, Mercer, and Farmington, Counties of Franklin and Somerset,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Section 1

Section 2

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, 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, November 2014 Edition and related Special Provisions.

**C. Price.**

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

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

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

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

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

CONTRACTOR

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

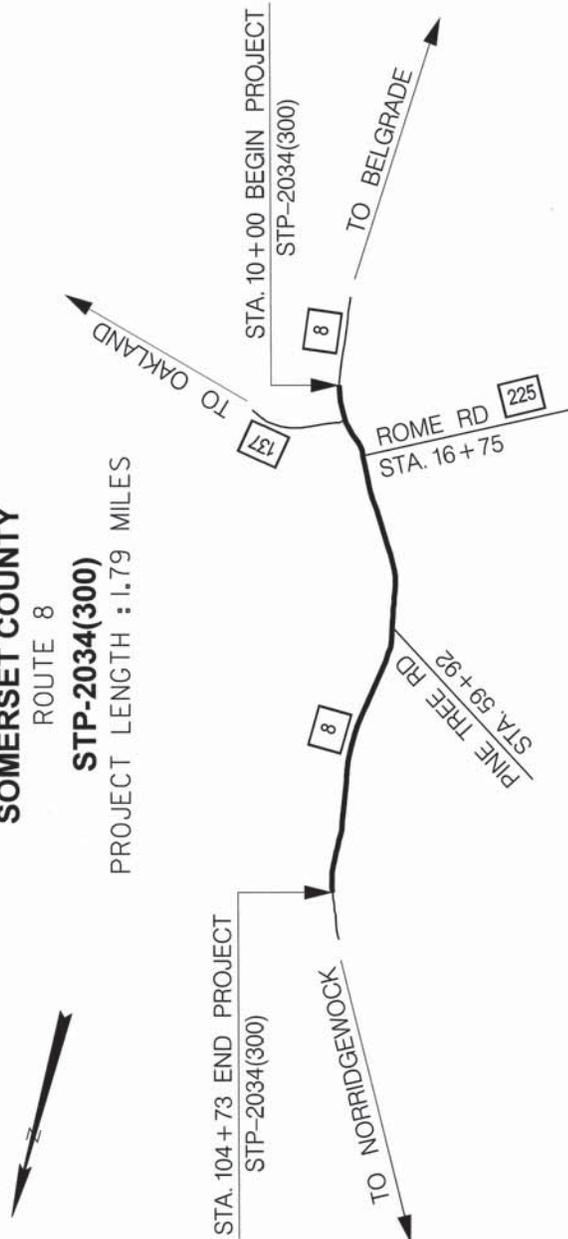
\_\_\_\_\_  
(Witness)

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



**SMITHFIELD**  
SOMERSET COUNTY  
ROUTE 8

**STP-2034(300)**  
PROJECT LENGTH : 1.79 MILES



**TRAFFIC DATA**

Smithfield - Route 8/137 at Bridge E3466	
Current (2015) AADT	2560
Future (2027) AADT	2870
DHV - % of AADT	10%
Design Hour Volume	287
% Heavy Trucks (DHV)	5%
% Heavy Trucks (DHW)	5%
Directional Distribution (DHV)	60%
18 kip Equivalent P 2.0	294
18 kip Equivalent P 2.5	280
Design Speed (mph)	35/50
Functional Class:	Major Collector
Corridor Priority:	3

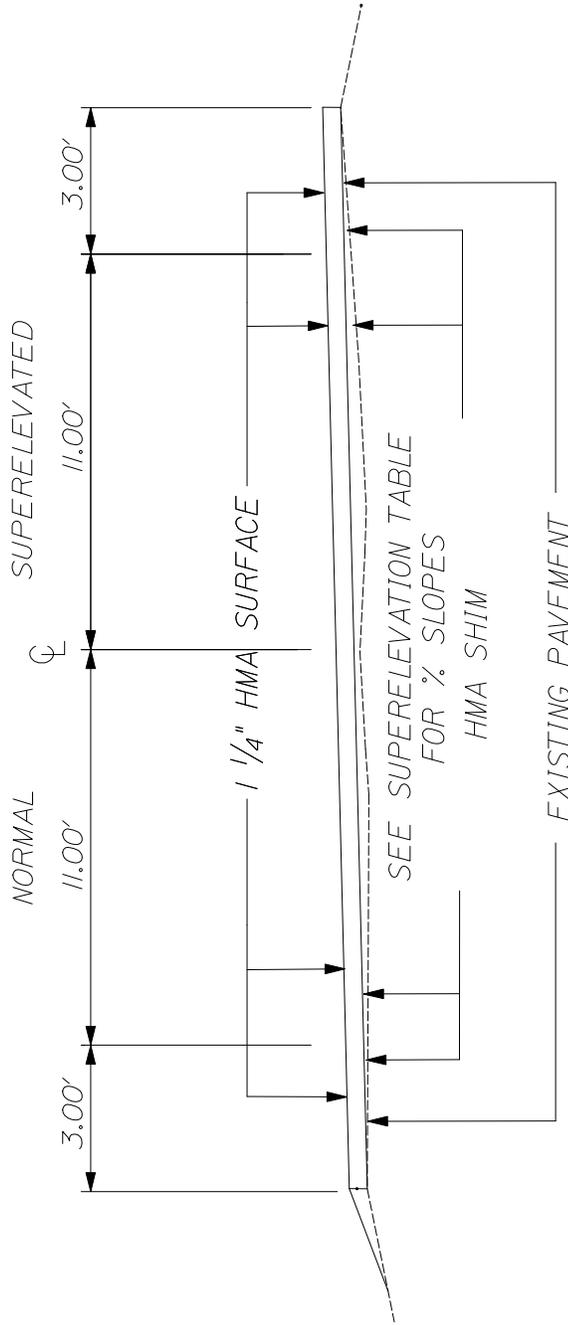
<b>PROJECT LOCATION:</b>	Beginning 0.13 of a mile south of Rome Road and extending northerly on Route 8 for 1.79 miles to 0.85 of a mile north of Pine Tree Road.
<b>PROGRAM AREA:</b>	Highway Program
<b>SCOPE OF WORK:</b>	Highway Preservation 1 1/4" Overlay

PROJECT INFORMATION PROJECT NUMBER: STP-2034(300) PROJECT TITLE: SMITHFIELD ROUTE 8 PROJECT LOCATION: WIN 20343.00 STP-2034(300)	PROJECT INFORMATION PROJECT NUMBER: STP-2034(300) PROJECT TITLE: SMITHFIELD ROUTE 8 PROJECT LOCATION: WIN 20343.00 STP-2034(300)	PROJECT INFORMATION PROJECT NUMBER: STP-2034(300) PROJECT TITLE: SMITHFIELD ROUTE 8 PROJECT LOCATION: WIN 20343.00 STP-2034(300)	PROJECT INFORMATION PROJECT NUMBER: STP-2034(300) PROJECT TITLE: SMITHFIELD ROUTE 8 PROJECT LOCATION: WIN 20343.00 STP-2034(300)
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**NOTE:**

1. THE PAVEMENT DEPTHS AS SHOWN ON THE PLANS ARE INTENDED TO BE NOMINAL.
2. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
3. CROWNS FOR BOTH NORMAL AND SUPERELEVATION SECTIONS FOR ALL COURSES OF PAVEMENT SHALL BE STRAIGHT.
4. THE ALGEBRAIC DIFFERENCE BETWEEN THE SHOULDER AND TRAVELWAY CROSS SLOPES "FOLLOWER" SHALL NOT EXCEED 8%.
5. SOME SPOT SHIMMING WILL BE REQUIRED.

*1 1/4" HOT MIX ASPHALT OVERLAY*



SEE SUPERELEVATION TABLE FOR % SLOPES

HMA SHIM

EXISTING PAVEMENT

STATE OF MAINE DEPARTMENT OF TRANSPORTATION STP-2034(300) W/M 20343.00 HIGHWAY PLANS		TYPICAL SECTIONS SMITHFIELD ROUTE 8		SHEET NUMBER 1 OF 2
PROJ. NUMBER	DOUGLAS CORNER	DATE	1/22/75	
DESIGNER	RACHEL DAVON	CHECKED		
CHECKED		DATE		
REVISIONS				
REVISIONS 1				
REVISIONS 2				
REVISIONS 3				
REVISIONS 4				
FIELD CHANGES				
DATE				
P.E. NUMBER				
SIGNATURE				



**PROJECT STATIONING**

End Project	104+73	End Project
	104+62	Cunliff Ln
	99+93	Redmond Ln
Wesawking Ln	98+94	
Meadow Ln	96+64	
	89+41	Moores Ln
	80+93	Rowe Cove Ln
	73+69	Pole 329
	64+52	55 MPH
Pine Tree Rd	59+92	
	55+24	Debbie Ln
	52+20	Pole 337
	44+59	Pole 340
	36+18	Pole 43
	29+11	Pole 347
	21+48	55 MPH
Rome Rd	16+75	
Begin Project	10+00	Begin Project

**CONSTRUCTION NOTES**

**ITEM #202.203 PAVEMENT BUTT JOINTS**

<u>Station</u>	<u>Description</u>
10+00	Begin Project
104+73	End Project

Drives and side roads as directed by the Resident

**ITEM #203.20 COMMON EXCAVATION**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
23+09 – 28+95	26+58 – 31+79
	46+75 – 51+54

Note:

- This stationing includes a 25 foot transition at each end.

**ITEM #304.10 AGGREGATE SUBBASE COURSE – GRAVEL**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
23+09 – 28+95	26+58 – 31+79
	46+75 – 51+54

Note:

- This stationing includes a 25 foot transition at each end.

**ITEM #403.211 HOT MIX ASPHALT (SHIMMING)**

Spot shim areas:

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
29+73 – 32+11	35+72 – 39+01
41+22 – 43+22	
50+42 – 51+43	

Note:

- The superelevation table may be adjusted by the Resident after field checking the ARAN data.

**CONSTRUCTION NOTES**

**ITEM #403.213 HOT MIX ASPHALT 12.5 MM BASE**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
23+09 – 28+95	26+58 – 31+79
	46+75 – 51+54

**ITEM #627.78 TEMPORARY 4’ PAINTED PAVEMENT MARKING LINE, W/Y**

Station – Station  
10+00 + 104+73

Note:

- Temporary center lines shall be painted on all matched pavement within one week.
- Temporary edge lines shall be painted on all pavement layers within four weeks.
- All temporary lines shall be painted prior to final striping.
- Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers
- TOMs must be used on all pavement layers until temporary paint is applied.
- TOMs will be removed before final striping.
- TOM removal will be addressed in the Traffic Control Plan.
- Only painted temporary lines will be paid under this item. TOMs will be considered incidental to the contract.

**ITEM #652.35 CONSTRUCTION SIGNS**

Two **Road Work Next 2 Miles** signs are required for this project.

**SUPERELEVATION TABLE**

Left Slope	Station	Right Slope
%		%
0	37+50	-2
1	37+00	-3
2	36+50	-3
3	36+00	-3
3	35+50	-3
2	35+00	-3
1	34+50	-3
0	34+00	-3
-1	33+50	-2
<b>-2</b>	<b>33+00</b>	<b>-2</b>
<b>-2</b>	<b>28+00</b>	<b>-2</b>
-3	27+50	-2
-3	27+00	-1
-3	26+50	1
<b>-3</b>	<b>26+00</b>	<b>3</b>
<b>-3</b>	<b>23+50</b>	<b>3</b>
-2	23+00	2
-2	22+50	2
-1	22+00	1
0	21+50	-1
1	21+00	-2
<b>2</b>	<b>20+50</b>	<b>-2</b>
<b>2</b>	<b>17+50</b>	<b>-2</b>
<b>3</b>	<b>17+00</b>	<b>-3</b>
<b>3</b>	<b>13+50</b>	<b>-3</b>
2	13+00	-3
2	12+50	-3
2	12+00	-4
1	11+50	-4
-2	11+00	0
-4	10+50	2
-6	10+00	4

Left Slope	Station	Right Slope
%		%
<b>2</b>	<b>61+50</b>	<b>-2</b>
3	61+00	-3
3	60+50	-3
4	60+00	-4
4	59+50	-4
3	59+00	-3
2	58+50	-2
1	58+00	-2
0	57+50	-2
-1	57+00	-2
<b>-2</b>	<b>56+50</b>	<b>-3</b>
<b>-2</b>	<b>54+00</b>	<b>-3</b>
<b>-3</b>	<b>53+50</b>	<b>-3</b>
<b>-3</b>	<b>51+50</b>	<b>-3</b>
-2	51+00	-3
-1	50+50	-3
0	50+00	-3
1	49+50	-3
2	49+00	-3
4	48+50	-4
5	48+00	-5
5	47+50	-5
<b>4</b>	<b>47+00</b>	<b>-4</b>
<b>4</b>	<b>46+00</b>	<b>-4</b>
3	45+50	-4
2	45+00	-4
1	44+50	-4
0	44+00	-4
-1	43+50	-3
<b>-2</b>	<b>43+00</b>	<b>-2</b>
<b>-2</b>	<b>38+50</b>	<b>-2</b>
-1	38+00	-2

Left Slope	Station	Right Slope
%		%
<b>-2.5</b>	<b>88+00</b>	<b>2.5</b>
-2.5	87+50	0.5
-2.5	87+00	-1
<b>-2</b>	<b>86+50</b>	<b>-1</b>
<b>-2</b>	<b>85+50</b>	<b>-1</b>
-2	85+00	0
-2	84+50	1
-2	84+00	2
<b>-3</b>	<b>83+50</b>	<b>2</b>
<b>-3</b>	<b>80+00</b>	<b>2</b>
-2	79+50	1
-2	79+00	0
-2	78+50	-1
-2	78+00	-2
-1	77+50	-2
0	77+00	-2
1	76+50	-2
<b>2</b>	<b>76+00</b>	<b>-2</b>
<b>2</b>	<b>73+50</b>	<b>-2</b>
1	73+00	-2
0	72+50	-2
-1	72+00	-2
<b>-2</b>	<b>71+50</b>	<b>-2</b>
<b>-2</b>	<b>69+00</b>	<b>-2</b>
-1	68+50	-2
0	68+00	-3
1	67+50	-3
<b>2</b>	<b>67+00</b>	<b>-3</b>
<b>2</b>	<b>64+50</b>	<b>-3</b>
<b>2</b>	<b>64+00</b>	<b>-2</b>

**SUPERELEVATION TABLE**

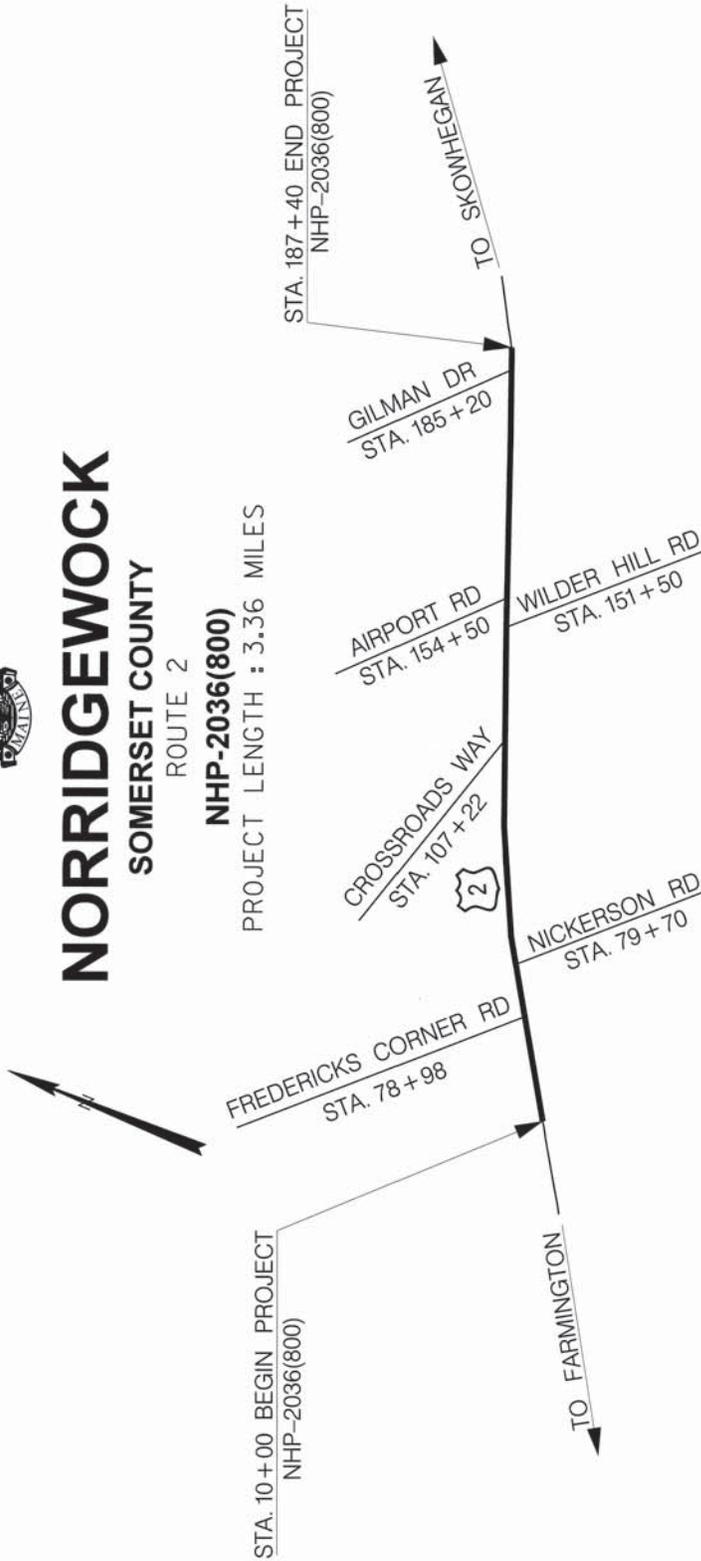
Left Slope	Station	Right Slope
%		%
<b>2</b>	<b>104+50</b>	<b>-2</b>
<b>2</b>	<b>103+50</b>	<b>-2</b>
1	103+00	-2
0	102+50	-2
-1	102+00	-2
<b>-2</b>	<b>101+50</b>	<b>-2</b>
<b>-2</b>	<b>94+00</b>	<b>-2</b>
-2	93+50	-1
-2	93+00	0
-2	92+50	1
-2	92+00	2
<b>-2.5</b>	<b>91+50</b>	<b>2.5</b>

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



**NORRIDGEWOCK**  
SOMERSET COUNTY  
ROUTE 2

**NHP-2036(800)**  
PROJECT LENGTH : 3.36 MILES



**TRAFFIC DATA** US 2 (Mercer Road) southwest of US 2/201A

Current (2015) AADT	8270
Design Hour Volume	1019
DHV - % of AADT	11%
% Heavy Trucks (AADT)	13%
% Heavy Trucks (DHV)	12%
Directional Distribution (DHV)	56%
18 Kip Equivalent P 2.0	1412
18 Kip Equivalent P 2.5	8345
Design Speed (mph)	55
Functional Class	Principal Arterial
Corridor Priority	1

<b>PROJECT LOCATION:</b>	Beginning 0.39 of a mile northeasterly of the Mercer/Norridgewock town line and extending northeasterly 3.36 miles.
<b>PROGRAM AREA:</b>	Highway Program
<b>SCOPE OF WORK:</b>	Highway Preservation Ultra Thin Bonded Wearing Course

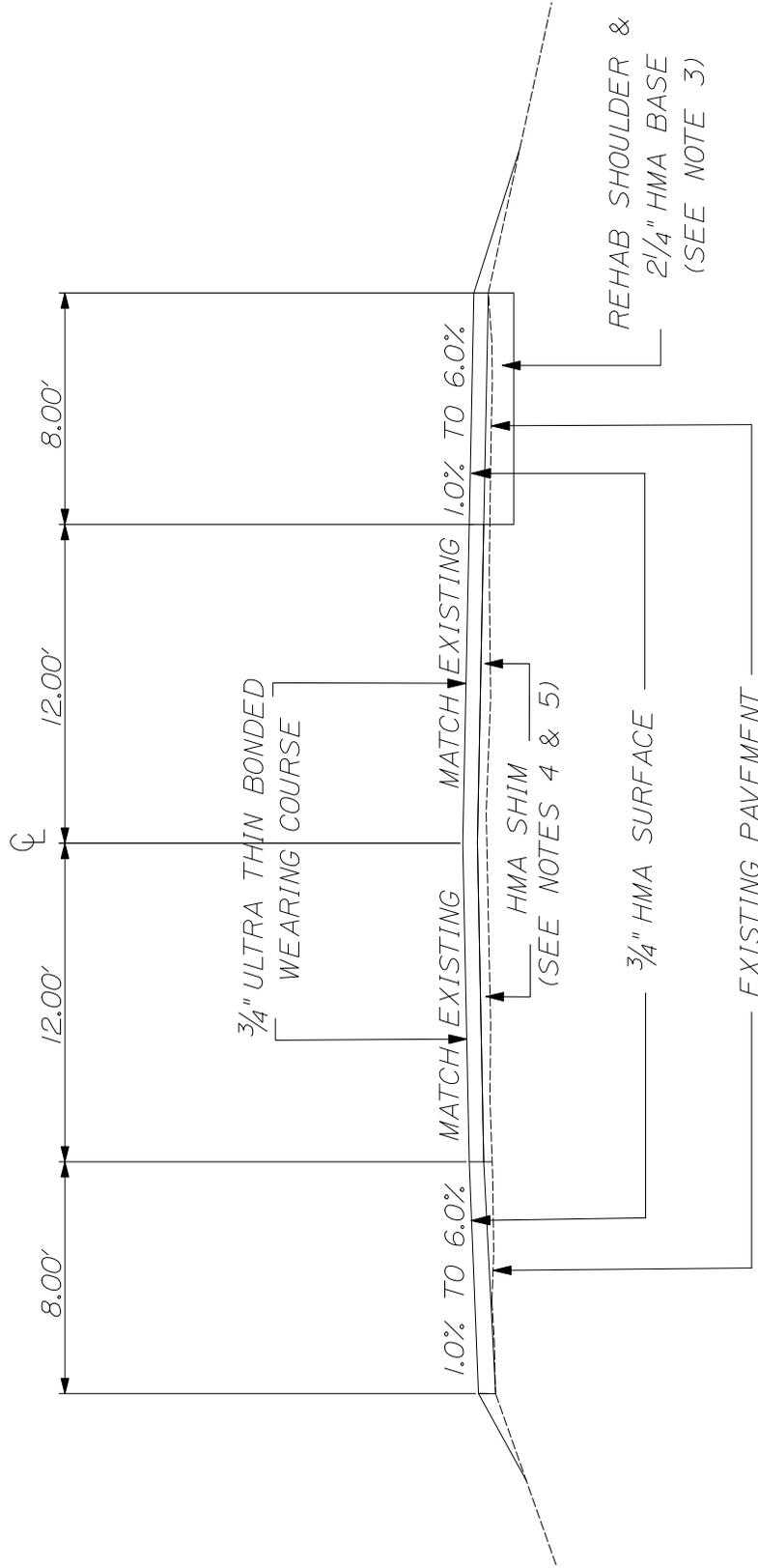
WIN 20368.00 NHP-2036(800)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION		APPROVED		DATE	
COMMISSIONER		[Signature]		2-19-15	
CHIEF ENGINEER		[Signature]		2-19-15	
PROJECT INFORMATION		PROGRAM		PROJECT NUMBER	
PROJECT NAME		NORRIDGEWOCK		ROUTE 2	
PROJECT NUMBER		7957		TITLE SHEET	
CONTRACTOR		[Blank]		SHEET NUMBER	
PROJECT START DATE		[Blank]		1	
PROJECT END DATE		[Blank]		OF 1	
SIGNATURE		[Signature]		DATE	
P.E. NUMBER		7957		[Blank]	

**NOTE:**

1. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
2. SEE CONSTRUCTION NOTES FOR APPROXIMATE STATIONS AND WIDTHS.
3. REHAB SHOULDER AND BASE PAVEMENT SHALL BE COMPLETED PRIOR TO PLACING ITEM #62.30.
4. VARIABLE DEPTH SHIM IS TO BE PLACED IN RUTS THAT EXCEED 1/2".
5. FULL WIDTH TRAVELWAY SHIM SHALL BE AS DIRECTED BY THE RESIDENT.

3/4" ULTRA THIN BONDED  
WEARING COURSE

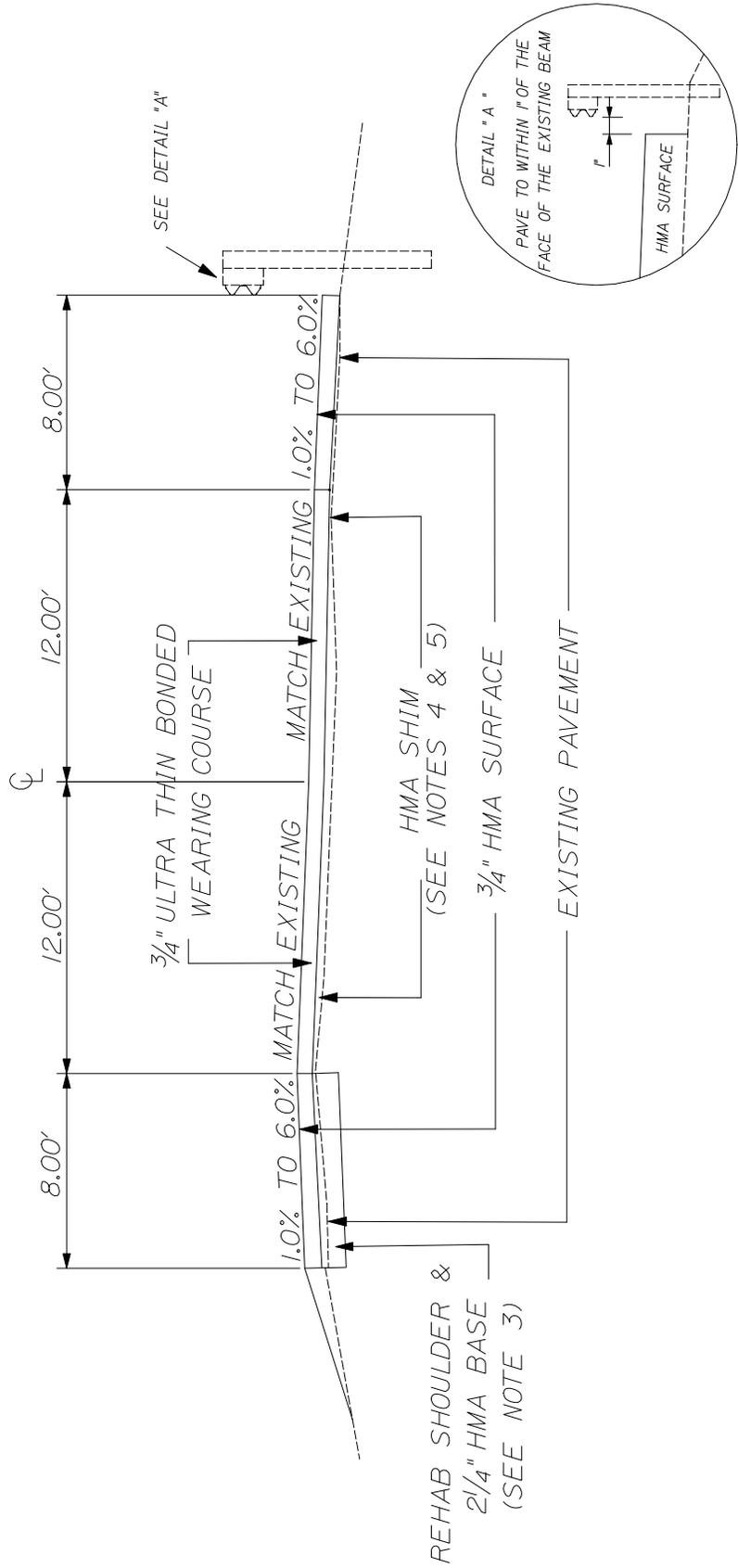


NOT TO SCALE

**NOTE:**

1. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
2. SEE CONSTRUCTION NOTES FOR APPROXIMATE STATIONS AND WIDTHS.
3. REHAB SHOULDER AND BASE PAVEMENT SHALL BE COMPLETED PRIOR TO PLACING ITEM# 462-30.
4. VARIABLE DEPTH SHIM /S TO BE PLACED IN RUTS THAT EXCEED 1/2".
5. FULL WIDTH TRAVELWAY SHIM SHALL BE AS DIRECTED BY THE RESIDENT.

**3/4" ULTRA THIN BONDED WEARING COURSE**



PROJECT NUMBER 20368.00	DRAWN BY RACHEL DAVEN	DATE 2/3/2015	CHECKED BY RACHEL DAVEN	REVISIONS 1 2 3 4	FIELD CHANGES 1 2 3 4
SIGNATURE _____			P.E. NUMBER _____		
DATE 2/3/2015			DATE _____		

**PROJECT STATIONING**

<u>Left</u>	<u>Station</u>	<u>Right</u>
	142+81	41/40
	135+66	45 MPH
	124+78	Pole 51/50
	116+93	Pole 53/52
Cross Roads Way	107+22	
	97+84	Pole 60/60
	88+85	Pole 63 1/2/64
	79+70	Nickerson Rd
Fredericks Corner Rd	78+98	
Pole 70 1/2/71 1/2	71+42	
Pole 74/75	62+25	
	54+08	Pole 76 S
Pole 78 1/2/74 1/2	47+39	
	39+79	Pole 81.1/83
Pole 83/85	33+21	
Pole 85/87	27+89	
Pole 87/89	21+50	
Pole 91/93	15+09	
Begin Project	10+00	Begin Project

**PROJECT STATIONING**

End Project	187+40	End Project
Gilman Dr	185+20	
	179+58	Colonial Ln
	177+98	25 MPH
Hatto Farm Rd	168+84	
	166+69	Pole 23.1/23
	158+62	35 MPH
Airport Rd	154+50	
	151+50	Wilder Hill Rd
	149+59	35 MPH

**CONSTRUCTION NOTES**

**ITEM #202.203 PAVEMENT BUTT JOINTS**

<u>Station</u>	<u>Description</u>
10+00	Begin Project
187+40	End Project

**ITEM #204.41 REHABILITATION OF EXISTING SHOULDERS**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
86+03 – 123+79	106+09 – 141+43

**ITEM #403.211 HOT MIX ASPHALT (SHIMMING)**

Variable depth and spot shims shall be placed in the following areas and others as directed by the Resident.

Mainline shim areas:

<u>Station – Station</u>
10+00 – 20+00

Shoulder shim areas:

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
27+94 – 33+23	58+64 – 75+00
40+56 – 74+25	
74+25 – 78+26	
78+89 – 86+03	
123+79 – 145+20	

**ITEM #403.213 HOT MIX ASPHALT 12.5 MM BASE**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
86+03 – 123+79	106+09 – 141+43

**ITEM #462.30 ULTRA THIN BONDED WEARING COURSE**

<u>Station – Station</u>
10+00 – 187+40

**CONSTRUCTION NOTES**

**ITEM #606.178 GUARDRAIL BEAM**

<u>Station – Station (LT)</u>	<u>Quantity (LF)</u>	<u>Station – Station (RT)</u>	<u>Quantity (LF)</u>
87+23 – 87+48	25	86+52 – 86+64.5	12.5
125+37 – 125+74.5	37.5	87+13 – 87+88	75
126+81 – 127+18.5	37.5	88+12 – 88+37	25
127+43 – 127+55.5	12.5	126+03 – 126+15.5	12.5
		126+28 – 126+40.5	12.5
		127+43 – 127+55.5	12.5

**ITEM #606.362 GUARDRAIL ADJUSTED**

<u>Station – Station (LT)</u>	<u>Quantity (LF)</u>	<u>Station – Station (RT)</u>	<u>Quantity (LF)</u>
125+32 – 127+19.5	187.5	125+63 – 126+88	125.0

**ITEM #606.367 REPLACE UNUSEABLE EXISTING GUARDRAIL POSTS**

Station  
 127+06.5 LT

**ITEM #606.47 SINGLE WOOD POST**

Station  
 127+55 LT

**ITEM #627.77 REMOVE PAVEMENT MARKINGS**

Station – Station  
 10+00 – 187+40

## CONSTRUCTION NOTES

### **ITEM #627.78 TEMPORARY 4" PAINTED PAVEMENT MARKING LINE, W/Y**

Station – Station

10+00 – 187+40

Note:

- Temporary center lines shall be painted on all matched pavement within one week.
- Temporary edge lines shall be painted on all pavement layers within four weeks.
- All temporary lines shall be painted prior to final striping.
- Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers
- TOMs must be used on all pavement layers until temporary paint is applied.
- TOMs will be removed before final striping.
- TOM removal will be addressed in the Traffic Control Plan.
- Only painted temporary lines will be paid under this item. TOMs will be considered incidental to the contract.

### **ITEM #652.35 CONSTRUCTION SIGNS**

- One **Road Work Next 19 Miles** sign is required for this project.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

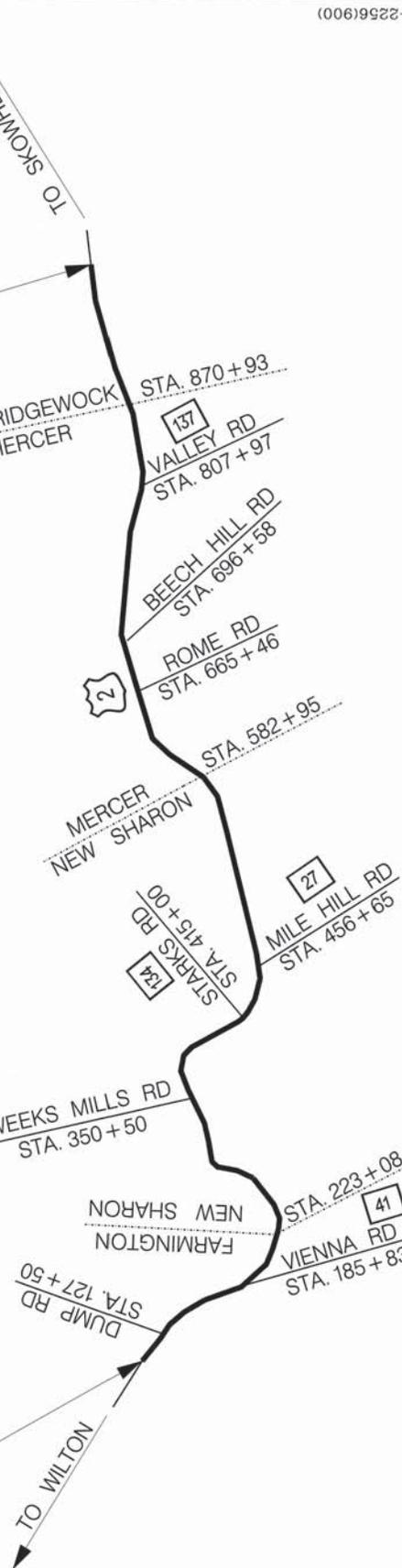


**FARMINGTON - NORRIDGEWOCK**  
FRANKLIN & SOMERSET COUNTIES  
ROUTE 2

NHPP-2256(900)  
PROJECT LENGTH : 15.81 MILES

STA. 56 + 35 BEGIN PROJECT  
NHPP-2256(900)

STA. 891 + 00 END PROJECT  
NHPP-2256(900)



**TRAFFIC DATA**

Current (2015) AADT	8580	Farmington - US 2/SR 27 (Farmington Falls) southeast of Davis Road	5640
Future (2027) AADT	9610	Farmington - US 2 northeast of IR 562 (Main Street)	6320
DHV - % of AADT	11%		11%
Design Hour Volume	1057		695
% Heavy Trucks (AADT)	15%		19%
% Heavy Trucks (Design Hour)	15%		19%
Directional Distribution (DHV)	57%		56%
18 Kip Equivalent P 2.0	1281		1210
18 Kip Equivalent P 2.5	1220		1153
Design Speed (mph)	55		55
Functional Class:	Principal Arterial		Principal Arterial
Corridor Priority:	1		1

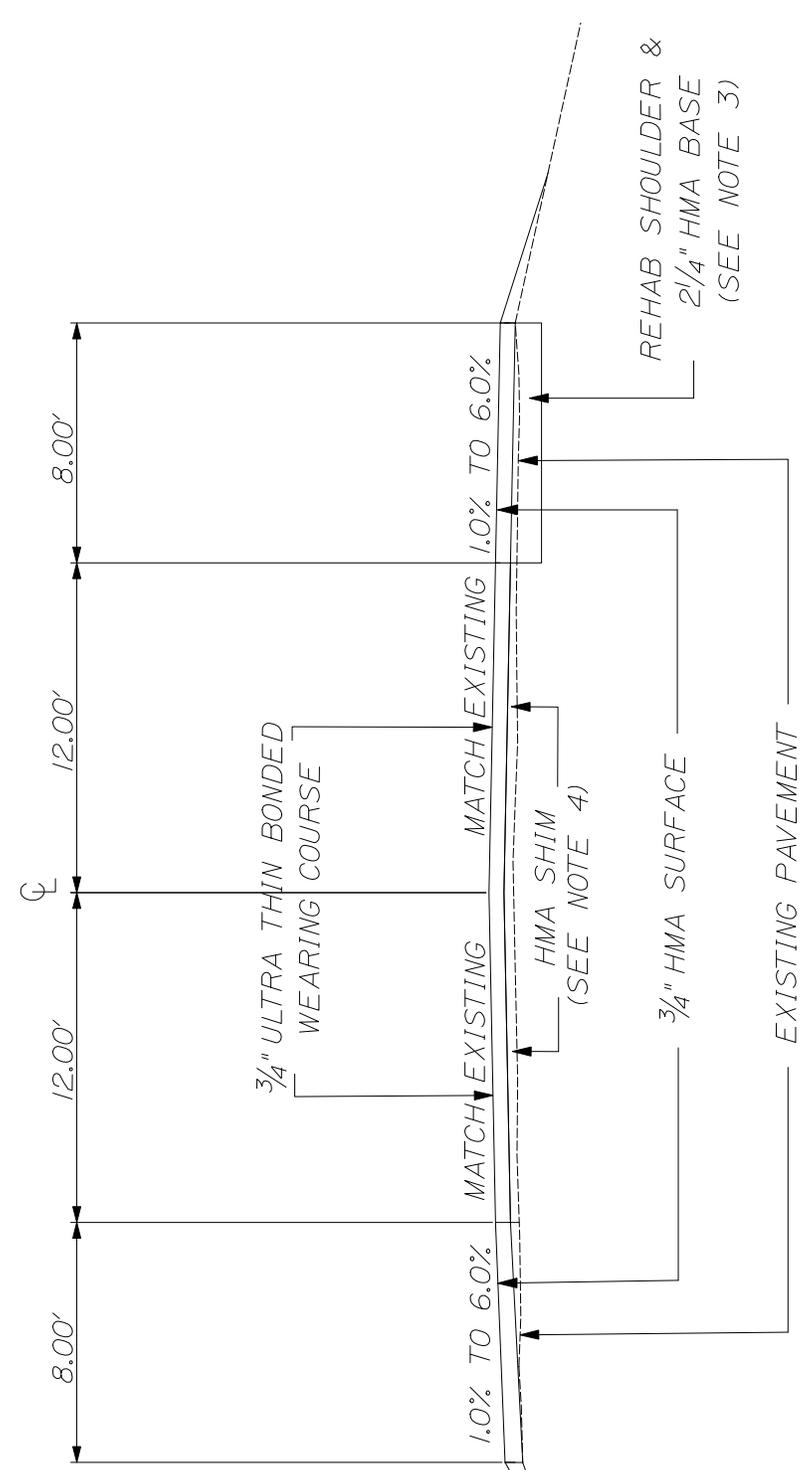
<b>PROJECT LOCATION:</b>	Beginning 1.12 miles southeasterly of High Street and extending easterly 15.81 miles to 0.38 of a mile northeasterly of the Mercer/Norridgewock town line.
<b>PROGRAM AREA:</b>	Highway Program
<b>SCOPE OF WORK:</b>	Highway Preservation Ultra Thin Bonded Wearing Course

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	APPROVED DATE	COMMISSIONER DATE	CHIEF ENGINEER DATE
PROJECT INFORMATION	PROGRAM PROJECT NUMBER PROJECT MANAGER DESIGNER CONSULTANT	CONTRACTOR PROJECT RECEIPT PROJECT CONTRACT DATE	DATE P.E. NUMBER RACER NUMBER SIGNATURE
FARMINGTON-NORRIDGEWOCK ROUTE 2		TITLE SHEET	
SHEET NUMBER 1		OF 1	

**NOTE:**

1. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
2. SEE CONSTRUCTION NOTES FOR APPROXIMATE STATIONS AND WIDTHS.
3. REHAB SHOULDER AND BASE PAVEMENT SHALL BE COMPLETED PRIOR TO PLACING ITEM 462.30.
4. VARIABLE DEPTH SHIM IS TO BE PLACED IN RUTS THAT EXCEED 1/2".

**3/4" ULTRA THIN BONDED WEARING COURSE**



FARMINGTON-NORRIDGEWOCK  
ROUTE 2  
TYPICAL SECTIONS

SHEET NUMBER  
**1**  
OF 2

NOT TO SCALE

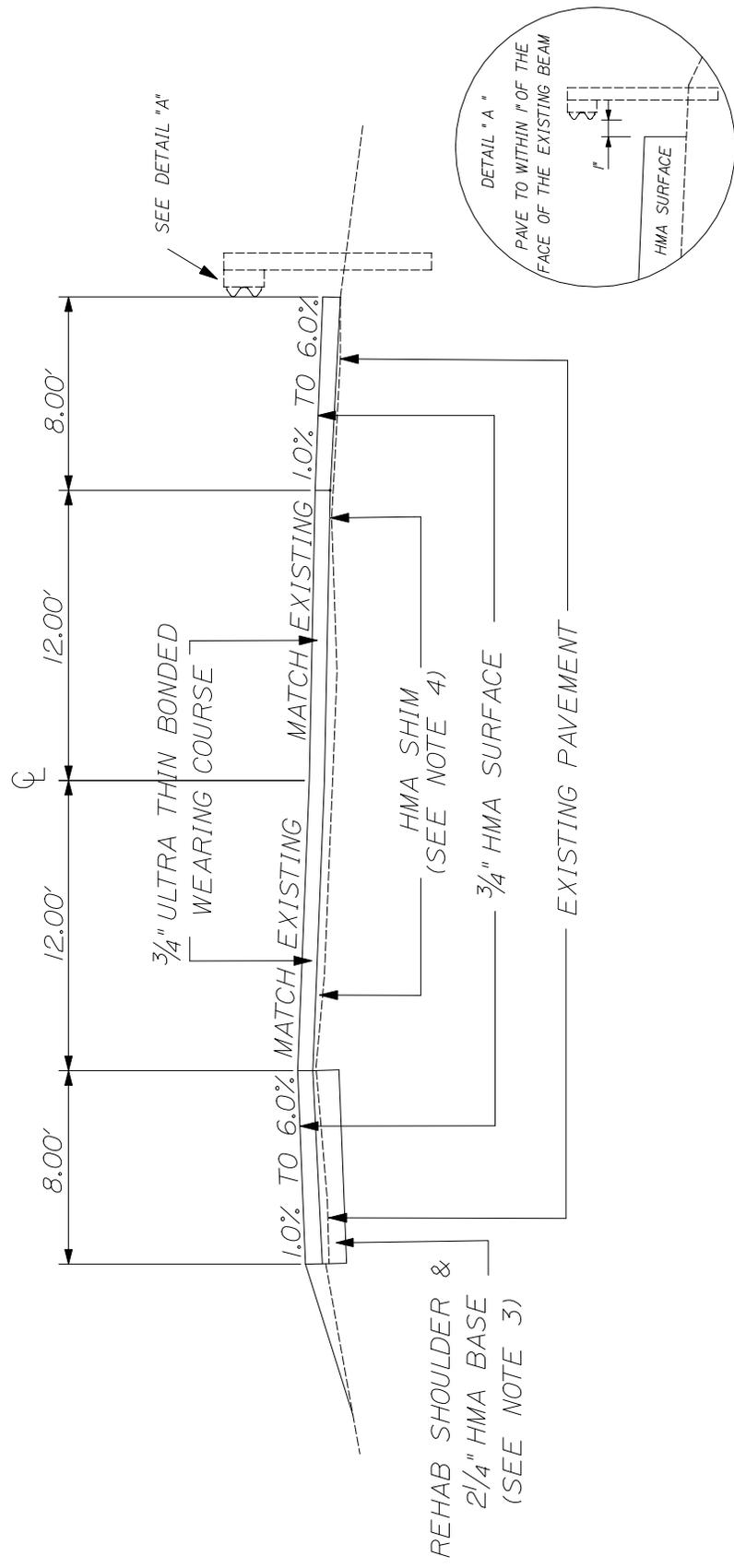
PROJ. NUMBER	DOUGLAS CORNER	DATE
DESIGNER	RACHEL DAMON	11/20/14
CHECKED		
APPROVED		
DATE		
SIGNATURE		
P.E. NUMBER		
DATE		

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
NHP-2266(900)  
WM  
22669.00  
HIGHWAY PLANS

PROJ. NUMBER	DOUGLAS CORNER	DATE
DESIGN-DATE	ROBERT DAMON	1/20/15
CHECKED-REVISION		
DESIGNED-DATE		
REVISIONS		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

**NOTE:**  
1. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.  
2. SEE CONSTRUCTION NOTES FOR APPROXIMATE STATIONS AND WIDTHS.  
3. REHAB SHOULDER AND BASE PAVEMENT SHALL BE COMPLETED PRIOR TO PLACING ITEM #62.30.  
4. VARIABLE DEPTH SHIM IS TO BE PLACED IN RUTS THAT EXCEED 1/2".

3/4" ULTRA THIN BONDED WEARING COURSE



**PROJECT STATIONING**

<u>Left</u>	<u>Station</u>	<u>Right</u>
Clark Ln	185+06	
	179+46	45 MPH
	170+09	Pole 20.01
Pole 24/142	162+07	
	154+69	Pole 28/137
Haley Rd	148+57	
	146+96	Pole 32/133
Pole 37/129	140+10	
Pole 123	133+67	
Dump Rd	127+50	
Pole 117	118+54	
Pole 54	107+40	
	98+82	Pole 58 S
Pole 60	93+91	
Pole 63	86+67	
Pole 66	80+30	
	71+48	Pole 70/01-89
Pole 71/85	62+40	
Begin Project	56+35	Begin Project

**PROJECT STATIONING**

Pole 64/242	305+29	
Pole 60/238	296+43	
Pole 56	288+24	
	280+63	Pole 52
	272+01	Pole 47/213
	265+82	Pole 43/209
Pole 37	258+54	
	251+60	Pole 33/199
	243+58	Pole 29
	235+71	Pole 191
	228+78	Pole 21/187
	225+07	55 MPH
Farmington/New Sharon TL	223+08	Farmington/New Sharon TL
	218+21	Pole 15/181
	211+77	45 MPH
	207+68	Philbrick St
Pole 4	199+07	
	192+58	45 MPH
Mason Rd	191+79	
	185+31	Crosswell Rd

**PROJECT STATIONING**

	452+92	Pole 13/19
	447+81	Pole 96/11
	439+08	Post Office Rd
	433+81	45 MPH
	426+16	Cape Cod Hill
Starks Rd	415+00	
Pole 19	408+93	
	405+11	Pole 17.1/17.0
	397+21	40 MPH
Pole 11	390+53	
Pole 8	381+55	
Pole 4/107	369+99	
	364+33	50 MPH
Weeks Mills Rd	360+79	
	352+18	50 MPH
Pole 87/10/270	347+55	
	338+23	Pole 83/264
	330+08	Pole 79/10/260
	321+13	Pole 75/10/255
	313+99	Pole 68/246

**PROJECT STATIONING**

Pole 503	629+98	
	623+23	55 MPH
Main St	620+26	
	611+29	Pole 58
	603+01	Pole 0/61
	593+88	Pole 33/64
New Sharon/Mercer TL	582+95	New Sharon/Mercer TL
	572+90	Taylor Rd
	565+10	Pole 526
	554+04	55 MPH
	550+44	Taylor Rd
Lane Rd	549+70	
Pole 19/111/35	515+44	
Pole 16/111/32	508+00	
	498+95	Pole 125
Pole 9/111/25	488+34	
Pole 4/111/20	472+50	
	465+42	55 MPH
Lane Rd	460+54	
	456+65	Mile Hill Rd

**PROJECT STATIONING**

	785+41	Pole 138/132
	777+11	Pole 135
	768+07	Pole 144/25
Mary Ln	759+04	
	758+76	Hill Top Ln
	752+79	Pole 149/3000/20
Natures Ln	744+90	Moose Ln
	737+08	Pole 154/15
	729+15	Pole 156 1/2
	721+34	Pole 159/3000/10
	712+70	Claude Brewer Rd
	710+18	Pole 163/5
	703+23	55 MPH
Main St	696+58	Beech Hill Rd
	690+64	Pole 171 S/31
	680+10	Mercer Bog Bridge
	672+11	55 MPH
	665+46	Rome Rd
	641+76	Pole 507.1
Pole 506	630+22	

**PROJECT STATIONING**

End Project	891+00	End Project
Pole 97/99	883+35	
	876+54	Oak Hill Rd
Mercer/Norridgewock TL	870+93	Mercer/Norridgewock TL
	859+89	Pole 105/107
	848+02	Pole 109/111
	836+55	Pole 113/115
	823+75	Pole 117/119
	813+97	55 MPH
Brown Rd	810+50	Valley Rd
	799+57	Pole 126/127
	794+41	Pole 128/129

**CONSTRUCTION NOTES**

**ITEM #202.203 PAVEMENT BUTT JOINTS**

<u>Station</u>	<u>Description</u>
56+35	Begin Project
369+63	Bridge Joint
370+36	Bridge Joint
373+50	Bridge Joint
374+28	Bridge Joint
891+00	End Project

**ITEM #204.41 REHABILITATION OF EXISTING SHOULDERS**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
453+51 – 455+41	430+24 – 439+07
457+16 – 459+63	448+94 – 457+04
460+74 – 501+31	463+10 – 467+72
718+13 – 748+22	531+97 – 550+11
	550+74 – 572+62
	573+49 – 580+03
	625+57 – 666+70
	667+68 – 677+38
	775+09 – 781+91

**ITEM #403.211 HOT MIX ASPHALT (SHIMMING)**

Mainline shim areas to be located in the field by the Resident.

Shoulder shim areas:

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
56+35 – 110+03	372+58 – 378+46
501+31 – 578+41	440+11 – 448+94
635+40 – 698+08	458+10 – 463+10
705+81 – 718+13	497+72 – 531+97
748+22 – 780+60	677+38 – 684+92
	712+18 – 775+09
	837+25 – 843+33

**CONSTRUCTION NOTES**

**ITEM #403.213 HOT MIX ASPHALT 12.5 MM BASE**

<u>Station – Station (LT)</u>	<u>Station – Station (RT)</u>
453+51 – 455+41	430+27 – 439+07
457+16 – 459+63	448+97 – 457+04
460+74 – 501+31	463+10 – 497+72
718+13 – 748+22	531+97 – 550+11
	550+74 – 572+62
	573+49 – 580+03
	625+57 – 666+70
	667+68 – 677+38
	775+09 – 781+91

**ITEM #462.30 ULTRA THIN BONDED WEARING COURSE**

<u>Station – Station</u>
56+35 – 889+53

**ITEM #604.092 CATCH BASIN TYPE B1-C**

<u>Station</u>
411+69 RT

**ITEM #604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE**

<u>Station (LT)</u>	<u>Station (RT)</u>
414+39	414+39
	549+02

**ITEM #606.178 GUARDRAIL BEAM**

<u>Station – Station (LT)</u>	<u>Quantity (LF)</u>	<u>Station – Station (RT)</u>	<u>Quantity (LF)</u>
124+47.5 – 124+60	12.5	78+52.5 – 78+65	12.5
679+57.5 – 679+70	12.5	338+43.5 – 338+56	12.5
		679+07.5 – 679+20	12.5

**ITEM #606.231 GUARDRAIL TYPE 3C – 15 FOOT RADIUS AND LESS**

<u>Station – Station (LT)</u>	<u>Quantity (LF)</u>	<u>Station – Station (RT)</u>	<u>Quantity (LF)</u>
169+44.5 – 169+82	37.5	124+29.5 – 124+67	37.5

**CONSTRUCTION NOTES**

**ITEM #606.367 REPLACE UNUSEABLE EXISTING GUARDRAIL POSTS**

Station

78+65 RT  
338+86 RT  
345+40 RT

**ITEM #606.47 SINGLE WOOD POST**

Station

752+12 LT

**ITEM #606.754 WIDEN SHOULDER FOR GR 350 FLARED TERMINAL**

Station – Station

139+29.5 – 140+36 RT  
338+22.5 – 339+29 RT

**ITEM #606.79 GUARDRAIL 350 FLARED TERMINAL**

Station – Station

139+29.5 – 139+67 RT  
338+22.5 – 338+60 RT

**ITEM #606.80 BURIED-IN-SLOPE GUARDRAIL END**

Station – Station

525+45 – 526+32.5 RT

**ITEM #615.10 DIRTY BORROW**

Station – Station

56+35 – 416+92

**ITEM #627.77 REMOVING PAVEMENT MARKINGS**

Station – Station

56+35 – 891+00

**CONSTRUCTION NOTES**

**ITEM #627.78 TEMPORARY 4" PAINTED PAVEMENT MARKING LINE, W/Y\**

Station – Station  
56+35 – 891+00

Note:

- Temporary center lines shall be painted on all matched pavement within one week.
- Temporary edge lines shall be painted on all pavement layers within four weeks.
- All temporary lines shall be painted prior to final striping.
- Multilane sections, truck lanes, and milled surfaces must be striped daily on all matched pavement layers
- TOMs must be used on all pavement layers until temporary paint is applied.
- TOMs will be removed before final striping.
- TOM removal will be addressed in the Traffic Control Plan.
- Only painted temporary lines will be paid under this item. TOMs will be considered incidental to the contract.

**ITEM #652.35 CONSTRUCTION SIGNS**

One **Road Work Next 19 Miles** sign is required for this project.

### **GENERAL NOTES**

- 1) All joints between existing and proposed hot bituminous pavement shall be butted. Payment shall be made under Item 202.203 Pavement Butt Joint.
- 2) A temporary ramp shall be constructed with HMA at the ends of the roadway section paved or milled each day. The use of millings or RAP will not allowed, but cold patch may be temporarily utilized until HMA plants are open for the season.

For Interstate Highways or roadways with speed limits exceeding 50 mph, temporary ramps shall be constructed with one foot of length for every 1/8” of transition depth on the leading end, and one foot of length for every 1/4” of transition depth on the trailing end.

For all other roadways with speed limits less than 50 mph, temporary ramps shall be constructed with one foot of length for every 1/4” of transition depth on the leading and the trailing end.

Materials, placement, maintenance, and removal shall be incidental to contract items.

- 3) Grind transition tapers at Catch Basins under Item 202.203 Pavement Butt Joints, as directed by the Resident.
- 4) Where deemed necessary by the Resident, unsuitable excess material shall be removed from the edges of shoulders and placed in designated areas or disposed of. Payment will be made under the appropriate contract items.
- 5) The Contractor shall place suitable existing or other material acceptable to the Resident on all pavement edges to allow a drop off no greater than the surface pavement thickness. The material shall be graded to match existing in-slope or as directed by the Resident before surface is placed. The contractor will be paid under appropriate equipment rental items. Borrow is not authorized until all acceptable waste material has been utilized. Seed and Mulch will be paid for at the contract unit price.
- 6) All waste material not used on the project shall be disposed of in acceptable waste areas and reviewed by the Resident. Grading, seeding, and mulching of waste areas shall be considered incidental.
- 7) A 3' paved lip shall be placed at all gravel entrances unless otherwise noted in the plans or directed by the Resident.

**GENERAL NOTES**

- 8) Guardrail end treatments shall be installed concurrently with the placement of each section of beam guardrail.
- 9) Any necessary cleaning of existing pavement prior to paving (or milling) shall be incidental to the related paving (or milling) items.
- 10) All existing paved shoulders and widenings to be resurfaced as directed by the Resident.
- 11) Holes created by Guardrail removal will be filled and compacted with approved materials as directed by the Resident. Payment to be considered incidental to the guardrail items.
- 12) Any guardrail removed and not reused shall become the property of the Contractor. Removal and disposal shall be considered incidental to the guardrail items.
- 13) Connections for proposed guardrail to existing guardrail will be considered incidental to Item 606.
- 14) Any damage to the slopes caused by the contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the resident. All work, equipment, and materials required to make repairs shall be at the contractor's expense.
- 15) No separate payment for superintendent or foreman will be made for the supervision of equipment being paid for under the equipment rental items.
- 16) Stations referenced are approximate.
- 17) All work shall be done in accordance with the Maine Department of Transportation's Best Management Practices for Erosion & Sedimentation Control, February, 2008.
- 18) The contractor will place appropriately marked stakes at the following locations on the project: striping pattern changes, cross-slope changes, and every 500' for stationing. The contractor will paint every full station (100') on the existing roadway and will transfer the painted stationing through all intermediate lifts (not surface). Appropriately sized striping pattern changes will be painted on surface. Stationing control must be placed before work can commence. Cross-slope and striping change controls must be placed before paving can commence.

General Decision Number: ME150046 01/02/2015 ME46

Superseded General Decision Number: ME20140046

State: Maine

Construction Type: Highway

County: Somerset County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015

\* ENGI0004-014 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader, Mechanic.....	\$ 20.75	10.84

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SUME2011-041 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 13.30	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47

LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 12.05	1.38
OPERATOR: Asphalt Roller.....	\$ 18.92	7.24
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bulldozer.....	\$ 12.63	2.88
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.41	3.86
OPERATOR: Grader/Blade.....	\$ 17.26	2.73
OPERATOR: Loader.....	\$ 15.69	2.87
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.49	5.20
OPERATOR: Screed.....	\$ 16.00	0.00
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 12.60	5.82
TRUCK DRIVER: Lowboy Truck.....	\$ 12.35	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 12.40	2.19

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



OPERATOR: Backhoe.....	\$ 14.51	2.95
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 16.95	1.94
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 20.99	6.40
OPERATOR: Excavator.....	\$ 16.26	2.81
OPERATOR: Grader/Blade.....	\$ 18.63	3.29
OPERATOR: Loader.....	\$ 15.36	2.33
OPERATOR: Mechanic.....	\$ 19.30	7.60
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.22	7.99
OPERATOR: Screed.....	\$ 16.92	5.36
OPERATOR: Roller (Earth).....	\$ 15.74	2.47
TRAFFIC CONTROL: LABORER -Device Monitor.....	\$ 14.80	6.29
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 14.37	3.10
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 16.39	5.90

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

**UTILITY COORDINATION**

The contractor has primary responsibility for utility coordination after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to prevent project construction delays.

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

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

**GENERAL INFORMATION**

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

<b>Utility</b>	<b>Aerial</b>
Central Maine Power Company, John Rugan 453-5605	X
Somerset Telephone Company (TDS), Reggie Palmer 944-3621	X
Time Warner Cable, Chris Gudroe 404-5509	X

**AERIAL**

There are no Aerial Utility adjustments anticipated on the Project. Should a conflict arise the contractor shall notify the Maine DOT representative and the Utility Company involved. If utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the Contractor schedule.

***There may be project construction activities which will occur around or beneath existing aerial conductors. The contractor shall conduct their work accordingly. Should the Contractor have question about line voltage they need to contact Central Maine Power.***

**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..

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

**UTILITY COORDINATION**

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

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

**MEETING**

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

**GENERAL INFORMATION**

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

<b>Utility</b>	<b>Aerial</b>	<b>Underground</b>
Central Maine Power Company Scott Raymond 564-8539	X	
Somerset Tel. Reggie Palmer 944-3621	X	
Time Warner Cable Chris Gudroe 404-5509	X	
Town of Norridgewock Heinz Grossman 263-4738		X
Norridgewock Water District David Jones 263-3330		X

**AERIAL**

There are no conflicts anticipated with the Aerial Utility Companies on this Project. Should a conflict arise, the Contractor shall immediately contact both Maine DOT and the Aerial Utility. If utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the Contractor schedule.

*There may be project construction activities which will occur beneath or around existing aerial conductors. The contractor shall conduct their work accordingly. Should the Contractor have question about line voltage they need to contact Central Maine Power.*

### **SUBSURFACE**

The **Town of Norridgewock** has a sanitary sewer system located within the Project limits. As a result of this Project the **Town** has **3 manholes** to be adjusted. The **Town** has entered into an opt-out agreement with Maine DOT to have the contractor bid on their adjustments under **Bid Item 812.162 Adjusting Sewer Manhole to Grade**. Should the **Town** decide to reject the Contractor's bid, the **Town** will need **3 working days** to complete their work.

**Norridgewock Water District** has a drinking water system located within the Project limits. As a result of this Project the District has **8 valve boxes** to adjust. The **District** will need **2 working days** to complete their work.

**The Contractor shall give all Utilities 10 working days notice prior to the start of any work on the Project.**

### **BUY AMERICA**

Utility construction work performed as part this federal-aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in Maine DOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

### **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 determined by field conditions. 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.

**SPECIAL PROVISIONS  
SECTION 104  
Utilities**

**UTILITY COORDINATION**

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor’s schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

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

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

**GENERAL INFORMATION**

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

Utility	Aerial	Underground
Central Maine Power Company Scott Raymond 564-8539	X	
Fairpoint Communications Marty Pease 797-1119	X	
Somerset Tel. Reggie Palmer 944-3621	X	
Bee Line Cable George Allen 474-2727	X	
Farmington Falls Water District Jim Lisius 778-0853		X
New Sharon Water District Forrest Bonney 778-4167		X

**AERIAL**

There are no conflicts anticipated with the Aerial Utility Companies on this Project. Should a conflict arise, the Contractor shall immediately contact both Maine DOT and the Aerial Utility.

If utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the Contractor schedule.

***There may be project construction activities which will occur beneath or around existing aerial conductors. The contractor shall conduct their work accordingly. Should the Contractor have question about line voltage they need to contact Central Maine Power.***

### **SUBSURFACE**

**New Sharon Water District** has a drinking water system located within the Project limits. The water system is located outside the paved area; no conflict is anticipated with the system on this Project.

**Farmington Fall Water District** has a drinking water system located within the Project limits. The water system is located outside the paved area; no conflict is anticipated with the system on this Project.

### **BUY AMERICA**

Utility construction work performed as part this federal-aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in Maine DOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

### **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 determined by field conditions. 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.

**SPECIAL PROVISION**  
**SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**  
(Electronic Payroll Submission)  
(Payment Tracking)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The submission of paper payrolls will not be allowed or accepted. Additional information can be found at <http://www.maine.gov/mdot/contractors/> under the first “Notice”.

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

Project No.: STP-2034(300)

**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

A Construction Area located in the **Town of Smithfield** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in Somerset County, Project No. STP-2034(300) is located on Route 8, beginning 0.13 mi. south of Rome Road and extending northerly 1.79 miles to 0.85 mi. north of Pine Tree Road.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

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

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

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

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

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

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

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

The Municipal Officers for the **Town of Smithfield** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

Project Nos.: NHP-2036(800)  
& NHPP-2256(900)

**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

Construction Areas located in the **Towns of Farmington, New Sharon, Mercer and Norridgewock** have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in Somerset County, Project No. NHP-2036(800) is located on Route 2, beginning 0.39 mi. northeasterly of the Mercer/Norridgewock town line and extending northeasterly 3.36 miles.
- (b) The section of highway under construction in Franklin and Somerset Counties, Project No. NHPP-2256(900) is located on Route 2, beginning 1.12 mi. southeasterly of High Street in Farmington and extending easterly 15.81 miles, ending 0.38 mi northeasterly of the Mercer/Norridgewock town line.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

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

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

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

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

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

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

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

The Municipal Officers for the **Towns of Farmington, New Sharon, Mercer and Norridgewock** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

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

- 1) Unless otherwise authorized, this contract allows for only one paving operation per day (excluding hand work paving).
- 2) A 24 hour notice is required prior to any changes in the work schedule.
- 3) A 48 hour notice is required prior to paving operations.
- 4) A 48 hour notice is required prior to working any Saturdays.
- 5) The Contractor shall cease all operations and have all lanes open to traffic and the roadway in safe operating condition as directed on the following dates:
  - WINs 20368.00 & 22569.00: (Memorial Day): May 22, 2015 by noon. Work shall not commence again until May 26, 2015.
  - WIN 22569.00 from station 56+35 to station 223+08: June 18, 2015 by the end of the day. Work shall not commence again until June 20, 2015.
  - WIN 20343.00, WIN 20368.00 and WIN 22569.00 from station 755+00 to station 891+00: June 19, 2015 by the end of the day. Work shall not commence again until June 22, 2015. (Note: The Trek Across Maine occurs June 19-21, 2015).
  - (Independence Day): July 2, 2015 by the end of the day. Work shall not commence again until July 6, 2015.
  - WINs 20368.00 & 22569.00: (Labor Day): September 4, 2015 by noon. Work shall not commence again until September 8, 2015.

**Smithfield; Norridgewock; &  
Farmington–Norridgewock  
STP-2034(300);NHP-2036(800), & NHPP-2256(900)  
20343.00; 20368.00; & 22569.00  
Route 8, & Route 2  
February 17, 2015**

MaineDOT DBE Project Attainment Target (PAT)  
for this Project is 3.8 %

The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- Scope of Work
- DBE availability according to Specification Item
- Geographic location
- DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

**SPECIAL PROVISION**  
**SECTION 107**  
**PROSECUTION AND PROGRESS**  
**(CONTRACT TIME)**

- 1) This Contract shall be completed within **162** continuous calendar days. The Contractor may begin work **anytime** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date will be no later than **October 24, 2015**.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than June 15, 2015** the Contractor will submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request will be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to the Project Manager

(**Douglas Coombs**, [Douglas.Coombs@Maine.gov](mailto:Douglas.Coombs@Maine.gov)) and the Assistant Highway Program Manager (**Scott Bickford**, [Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov)) with carbon copy to all the utility contacts listed in the 104 Special Provision. Upon receipt of the schedule, a pre-construction meeting will be scheduled. A Contract Modification will be executed to document the new Contract Completion Date based upon the Begin Construction Date.

- 2) Once operations commence, for every weekday not worked the Contractor will be charged supplemental liquidated damages per Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

Absences must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, detours, etc. The Contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Contract Completion Date will not be modified due to approved absences.

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, submittals and approvals, 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.”

**SPECIAL PROVISION**  
**SECTION 401 - HOT MIX ASPHALT PAVEMENT**

The Standard Specification 401 – Hot Mix Asphalt Pavement, has been modified with the following revisions. All sections not revised by this Supplemental Specification shall be as outlined in Section 401 of the Standard Specifications.

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.

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. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and  $s = 0$ .
- 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. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and  $s = 0$ .
- c. Method C: The Pay Factor for 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. No ceasing of paving operations shall be required for percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, or percent passing 0.075 mm sieve if the mean test value is equal to the LSL or USL and  $s = 0$ .
- 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 @  $N_d$ , 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.

401.203 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 tons, with unanticipated over-runs of up to 1500 ton rolled into the last lot. Sublot sizes shall be 750 ton for mixture properties, 500 ton for base or binder densities and 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%
% TMD (In place density)	95.0% +/- 2.5%

### 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:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

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:

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

**SPECIAL PROVISION SECTION 401**  
**HOT MIX ASPHALT**

(Thin Lift Surface Treatment – ¾ inch and 1 inch)

**Description** The Contractor shall furnish a uniformly blended, homogeneous mixture placed as 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 shall accept this work under Quality Assurance provisions as specified in Special Provision Section 400; Subsection 401 - Hot Mix Asphalt Pavement, and Standard Specifications Section 106 - Quality.

The Thin Lift Surface Treatment shall meet all of the Materials, Seasonal Limitations, Equipment, and Construction requirements of Section 401, with the following additions and changes.

**Materials** The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.

**Compaction** As a minimum, compaction of the Thin Lift Surface Treatment will be obtained using a minimal roller train consisting of a 10 ton vibratory roller, 16 ton pneumatic roller, and a 10 ton finish roller. Once the methods are established, rolling patterns, equipment, and methods will become part of the QCP. Failure to conform to these requirements will be treated as a second incident under 106.4.6 QCP Non-compliance.

**Acceptance Method A, B & C - Test Strip Requirements** If the proposed JMF has been used and approved under Method A or B testing requirements for mix volumetric and density on a current MaineDOT project, including carryover mix designs used the previous year, a test strip will not be required. A test strip at a nominal depth of 1¼ inch, full lane width, shall be required with any new JMF's. The test strip is intended to allow the Contractor to establish a method of compaction for the Thin Lift Surface Treatment areas. The Contractor may elect to forgo the test strip in favor of the Control Strip Option as detailed in this specification.

All test strips (onsite or offsite) shall be evaluated using Method B testing protocol. Mix samples and cores will be obtained from the test strip. A minimum of three mix samples shall be randomly selected from the test strip. Three cores shall be randomly sampled from the mat and tested for density. If the pay factor for Density falls below 0.86 for Method B, all of the cores will be randomly re-cut. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.86 for Method B, the Department will reject the test strip. The Contractor will remove and replace rejected test strips at their expense. After completion of the test strip, the Contractor shall make any final adjustments to the job mix formula in accordance to Standard Specifications, Section 401, subsection 401.03 – Composition of Mixtures, or compaction method. Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements can be produced, and any changes to the Job Mix Formula have been approved by the Department. The Department shall pay for an accepted test strip as determined Section 401.222 – Pay Factor A and B, for this item.

The Contractor shall notify the Department at least 48 hours in advance of placing the test strip. Onsite test strips will not be excluded from the Project QA analysis, but will be evaluated in accordance with Section 401.03. On roads open to two way traffic, the test strip shall be placed over the full width of the travel way section, not to exceed 2000 ft in length, or 400 ton production. Prior to the placement of the test strip a passing verification test is required. A fog coat of bituminous tack coat shall be applied to the level course prior to surfacing. Payment will be made under the 409.15 – Bituminous Tack Coat pay item.

The Department may allow the Contractor to establish offsite test strips. If the Contractor proposes an offsite test strip the Department will require it to meet the onsite test strip requirements outlined in this specification with the exception that the offsite test strip will be excluded from the Project QA analysis.

Once the methods are established, the rolling patterns, equipment, and methods will become part of the QCP. The test strip will allow for any necessary adjustments to the mix design and or plant mixing procedures, as well as for the Department to evaluate the quality of the pavement. Changes to the compaction effort, number, or type of rollers may be permitted by the Department if damage to the HMA course becomes evident on the Thin Lift Surface Treatment areas. The use of a 10 ton vibratory roller, 16 ton pneumatic roller, and a 10 ton finish roller is required on all mixtures placed under this specification, unless otherwise authorized by the Department.

Control Strip Option The Contractor may elect to forgo the test strip for the Thin Lift Surface Treatment. If this option is selected, the Contractor will be required to provide a QCT onsite for the placement of the Thin Lift Surface Treatment to monitor placement activities and maximize the density of the material for each day of placement. The QCT will be required to perform density testing of the mixture using a density meter (according to ASTM D 2950). A control section will be established at the beginning of the first day of production to establish roller patterns. The control section mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remainder of the areas to be paved shall be compacted to a minimum density of 98% of the target density as determined in the control section.

The Contractor shall record and provide reports of each day's results, including a daily paving report listing the mixture type, mixture temperatures, equipment used, environmental conditions, and number of roller passes used to obtain the target TMD. Reports shall be signed by the QCT and presented to the Department's representative by the end of the working day. If this option is selected, the QCT will be required to monitor the densities for the entire production run. The QCT shall be required to be onsite during all mainline paving operations.

The Department may halt the production and placement of the Thin Lift Surface Treatment and require the construction of a new test strip if the Department finds that material being produced, hauled, or placed does not meet the requirements of Sections 401.08 through 401.18.

Method of Measurement The Department will measure Hot Mix Asphalt pavement by the ton in accordance with Section 109 - Measurement and Payment.

Basis of Payment The Department will pay for the Work, in place and accepted, in accordance with the applicable sections of this Special Provision; at the contract unit price per ton for the Pay Item listed in Special Provision Section 403 – Hot Mix Asphalt.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.2104 9.5mm HMA - Thin Lift Surface Treatment	Ton

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<b><u>1 ¼” HMA Overlay Areas</u></b>					
<b><u>Mainline Travelway &amp; Shoulders (As Indicated)</u></b>					
Wearing	9.5 mm	403.210	1 ¼”	1	1,4,7,20
Shim	9.5 mm	403.211	variable	1/more	1,2,4,7,11,14,20
<b><u>Mainline and Shoulder Repair Areas</u></b>					
Intermediate	12.5 mm	403.213	2 ¼”	1	1,4,8
Base	12.5 mm	403.213	2 ½”	1	1,4,8
<b><u>Drives, Misc.</u></b>					
Wearing	9.5 mm	403.209	1” - 2”	1/more	2,3,10,11,14

**COMPLEMENTARY NOTES**

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
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**.
7. Section 106.6 Acceptance, (1) Method A.
8. Section 106.6 Acceptance, (2) Method B. The Contractor may request a contract modification to change to testing method “A” prior to work starting on this item.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.

20. The Contractor may place the specified HMA pavement course, not to exceed 2" inch compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Additional centerline delineation such as double RPM application or temporary painted line shall be required for centerline depths exceeding ¾" inch. Pavement layers ¾" inch or less shall require a single RPM application placed on the newly placed pavement as a minimum. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

#### Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup> prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.025 gal/yd<sup>2</sup>. Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

**SPECIAL PROVISION****SECTION 403****HOT MIX ASPHALT**

<b>Desc. Of Course</b>	<b>Grad Design.</b>	<b>Item Number</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>Ultra-Thin Bonded Wearing Course with Shim</u></b>					
<b><u>Mainline Travelway Only</u></b>					
Wearing	Type C	462.30	¾"	1	1,20,27
<b><u>¾" Shoulder Overlay</u></b>					
<b><u>Shoulders</u></b>					
Wearing	9.5 mm	403.2104	¾"	1	1,2,4,7,11,14,17,22
<b><u>Shoulder Rehab Areas</u></b>					
Base	12.5 mm	403.213	2 ¼"	1	2,4,7,17
<b><u>Spot Shims / Variable Depth Shims – As Directed By Resident</u></b>					
Shim	9.5 mm	403.211	variable	1/more	1,2,4,7,11,14,20
<b><u>Drives, Misc.</u></b>					
Wearing	9.5 mm	403.209	1"	1/more	2,3,10,11,14

**COMPLEMENTARY NOTES**

1. The required PGAB for this mixture will meet a **PG 64-28** grading.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
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**.
7. Section 106.6 Acceptance, (1) Method A.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic, and a **10 ton** finish roller for roadway work. A daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the end of the working day.

20. The Contractor may place the specified HMA pavement course, not to exceed 2” inch compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Additional centerline delineation such as double RPM application or temporary painted line shall be required for centerline depths exceeding ¾” inch. Pavement layers ¾” inch or less shall require a single RPM application placed on the newly placed pavement as a minimum. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.
22. See Special Provision 401 – Thin Lift Surface Treatment for project specifics.
27. See Special Provision 462 – Ultra Thin Bonded Wearing Course for project specifics.

#### Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup> prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.025 gal/yd<sup>2</sup>. Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

**SPECIAL PROVISION  
SECTION 462  
GAP-GRADED HMA  
(Ultra-Thin Bonded Wearing Course)**

Description This work shall be constructed in accordance with the applicable referenced sections of Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement, and the requirements of Section 106 – Quality. The Ultra-Thin Bonded Wearing Course consists of a warm polymer modified asphalt emulsion tack coat followed immediately with an Ultra-Thin hot mix asphalt wearing course. The tack coat is spray applied immediately prior to the application of the wearing course to produce a durable wearing surface that can be opened to traffic. The finished surface treatment has a minimum thickness of 12.5mm, (½”), for Type A and 16mm, (5/8”), for Type B and Type C.

**MATERIALS**

The contractor shall formulate and submit to the Department, a job mix formula (JMF) that satisfies the design general limits listed in Table 1 – Mixture requirements. The JMF range shall not fall outside the general design limits.

**TABLE 1: COMPOSITE GRADATION**

AASHTO Standard Sieve Size	Total % Passing by Weight		
	Type A - ¼”	Type B – 3/8”	Type C - ½”
19 mm (¾”)	-	-	100
12.5 mm (½”)	-	100	85-100
9.5 mm (3/8”)	97-100	85-100	45-85
4.75 mm (#4)	40-60	24-41	24-41
2.36 mm (#8)	21-33	21-33	21-33
1.18 mm (#16)	15-26	15-26	15-26
0.60 mm (#30)	11-20	11-20	11-20
0.30 mm (#50)	8-16	8-16	8-16
0.15 mm (#100)	5-10	5-10	5-10
0.075 mm (#200)	4-7	4-7	5-7
% PGAB	4.9 – 5.4	4.8 – 5.3	4.8 – 5.3

\*Note: All aggregate percentages are based on the total weight of the aggregate. The composite gradation for each individual Type of mixture shall meet the gradation requirements of Table 1.

**COARSE AGGREGATE**

The single size coarse aggregate shall be nominal 6.3 mm (¼”) for Type A, 9.5 mm (3/8”) for Type B, and 12.5 mm (½”) for Type C. These are recommended requirements only listed in Table 2 – Coarse Aggregate Gradations.

**TABLE 2: COARSE AGGREGATE GRADATIONS**

AASHTO Standard Sieve Size	Total % Passing by Weight		
	A	B	C
12.5 mm, (1/2")	-	100	85-100
9.5 mm, (3/8")	100	85-100	25-80
6.3 mm, (1/4")	60-100	0-15	0-15
4.75 mm, (#4)	10-45	0-3	0-3
2.36 mm, (#8)	0-3	-	-
1.18 mm, (#16)	-	-	-

**FINE AGGREGATE**

The fine aggregate shall be 100% crushed. These are recommended requirements only listed in Table 3 – Fine Aggregate Gradations.

**TABLE 3: FINE AGGREGATE GRADATION**

Screen Size	% Passing
4.75 mm, (#4)	95-100
2.36 mm, (#8)	70-90
1.18 mm, (#16)	50-70
0.60 mm, (#30)	35-55
0.30 mm, (#50)	25-40
0.15 mm, (#100)	15-28
0.075 mm, (#200)	10-17

**AGGREGATES**

Aggregates used shall be from an approved source and shall meet the requirements of section 703.07 for 3.0 to < 10 million ESALs, and as modified by items 1 through 7 listed below.

1. Aggregates shall meet a Micro-Deval (AASHTO T 327) value of 18 or less.
2. Aggregates shall have a maximum LA Abrasion (AASHTO T96) of 30.
3. Absorption by AAHSTO T 84 shall be less than 2.0% for fine aggregate blends.
4. Absorption by AAHSTO T 85 shall be less than 2.0% for coarse aggregate blends.
5. Aggregates shall have a minimum sand equivalent of 45, (AASHTO T 176), and the fine aggregate shall be 100% crushed.
6. 95 % of the aggregate shall have at least a single face crushed and 85% shall have 2 or more crushed.
7. Percent by weight of Flat and Elongated particles shall be (5:1 ratio) with 10% maximum.

The Contractor shall test all materials and provide copies of all test results to the Department for materials utilized in the completion of the work. The Contractors’ test results shall be submitted to the Department a minimum of 7 days prior to start of the work.

Mineral Filler Hydrated lime, fly ash, Hot Mix Asphalt plant baghouse fines, or Portland cement may be acceptable as mineral filler.

Typical acceptable gradation: 100% passing 0.60 mm, (#30)  
75-100% passing 0.075 mm, (#200).

Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Bituminous Pavement, all asphalt binders shall meet a 64-28, or 58-28 PGAB grade.

Emulsified Tack Coat Tack Coat shall meet a requirement, modified with latex, natural or synthetic, and shall be certified as meeting the requirements of ASTM D2397 except as modified in Table 4 – Tack Coat Material Properties. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. CRS-1P asphalt grade emulsions shall have a minimum asphalt content ratio of 63%.

TABLE 4: TACK COAT MATERIAL PROPERTIES

Property	Method	Minimum	Maximum
Latex Content, % Mass of Total Residue		3.0	
Viscosity at 25 deg C, (Sec.)	ASTM D244	20	100
Setting Time, Minutes	Observation	3	7
Demulsibility, % by wt. Residue	ASTM D244	40	
Penetration , 25 deg C (77 deg F)	T 49	60	150

Weather and Seasonal Limitations All work shall be in accordance with Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement , subsection 401.06- Weather and Seasonal Limitations, with the exception of the following revisions;

The minimum pavement surface temperature for application of the tack coat and placement of the wearing course is 50° F.

Ultra-Thin Bonded Wearing Course placements shall be completed by the Saturday following September 15<sup>th</sup>.

All work and materials required to prepare the project for winter suspension will be considered incidental to the contract.

### EQUIPMENT

Placement The self-priming spray paver must be capable of spraying the tack coat, applying the hot asphalt overlay and smoothing the surface of the mat in one pass at the rate of 33-98 feet per minute. The self-priming spray paver must incorporate a receiving hopper, feed conveyor, insulated storage tank for emulsion, metered tack coat spray bar and a variable width, heated, ironing type screed. The screed must have the ability to be positively and negatively crowned at the center and have adjustable extensions to accommodate the desired pavement width and cross section profile.

Compaction The Contractor shall use steel wheeled double drum rollers weighing at least 8 to 10 ton, that are equipped with functioning water systems and scrapers to prevent the fresh mix from adhering to the roller drums.

## CONSTRUCTION DETAILS

Surface Preparation The Contractor shall remove painted striping, micro-mill the existing pavement surface as described in the contract documents, crack seal as required by the contract documents, and sweep the roadway as needed prior to the surface treatment.

Stripe removal will be paid for under the appropriate stripe removal item.

Micro-milling will be paid under the appropriate pavement removal item.

Crack sealing will be paid under the appropriate crack seal item. If required, the Contractor shall crack seal transverse and longitudinal cracks as appropriate. Materials and methods shall conform to item 424.3331 – Low Modulus Crack Seal.

Spot shims or leveling course, if required by the Department, shall be paid for under the appropriate 403.211 - 9.5mm Shim unit price included in the contract.

Sweeping will not be paid for directly, but shall be included in the 462.30 - Ultra Thin Bonded Wearing Course contract price.

Application The minimum pavement surface temperature for application of the tack coat and placement of the Ultra-Thin Bonded Wearing Course is 50 ° F. The screen on the paver shall be heated to a temperature between 275°F-325°F before placing Ultra-Thin Bonded Wearing Course on the roadway. Apply the tack coat meeting the requirements of Table 4 at a temperature of 140° - 160° F. The application of tack coat shall be uniform across the entire width to be overlaid, at a rate of .15 - .25 gallons per square yard. In addition to the tack coat applied by the spray paver, a tack coat of RS-1 shall be applied to the transverse joint surface and the underlying roadway for at least the first 20 feet at each transverse joint. The application rate shall be 0.025 gal/s.y. for the RS-1 tack application at transverse joints. The Contractor shall continuously monitor the rate of spray. No equipment shall come in contact with the tack coat before the hot mix asphalt wearing course is applied. Immediately after applying the tack coat, the contractor shall apply the hot mix asphalt overlay across the full width of the tack coat at a temperature of 300° - 335° F.

Compaction The Contractor shall begin compaction immediately after the application of wearing course. Use a minimum of two passes. The roller(s) will not be allowed to stop on the freshly placed wearing course. The Contractor shall use an adequate number of rollers to complete compaction before the pavement temperature falls below 185° F. The Contractor shall protect the wearing course from traffic until the rolling operation is complete and the material has cooled sufficiently to resist damage.

Acceptance Acceptance shall be in accordance with Section 401.203 - Testing Method C. The 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 120,000 square yards. Remaining square yards may be rolled into the last lot allowed up to a maximum of 160,000 square yards. Sublot sizes shall be 30,000 square yards for mixture properties, with unanticipated over-runs of up to 1650 square yards rolled into the last sublot. The minimum number of sublots per Lot for mixture properties shall be 4.

TABLE 5: ACCEPTANCE CRITERIA

PROPERTIES	POINT OF SAMPLING	TEST METHOD
Gradation	Paver Hopper	AASHTO T30
PGAB Content	Paver Hopper	AASHTO T308

TABLE 6: 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 +/-4%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%

Pay Adjustment Method C Testing - The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of Division 400 – Pavements.

The Department will use Performance Graded Asphalt Binder content, and the screen sizes listed in this specification for the type of mixture represented in the JMF. If any pay factor for any single property falls below 0.85, the Contractor shall cease production at the HMA plant. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55. If the percent passing the nominal maximum sieve, the 2.36 mm sieve, the 0.300 mm sieve or the 0.075 mm sieve for Method C falls below 0.80, then the composite pay factor for the four sieves shall be 0.55.

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

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

Method of Measurement The Ultra-Thin Bonded Wearing Course shall be measured by the square yard.

Basis of Payment The accepted quantity of Ultra-Thin Bonded Wearing Course will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, material, labor, and all incidentals necessary to complete the work. Pay adjustments may be made as outlined in this specification.

Payments will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
462.30 Ultra-Thin Bonded Wearing Course	Square Yard

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

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

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

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

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

Other typical signs include:

- Be Prepared to Stop
- Low Shoulder
- Bump
- Pavement Ends

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

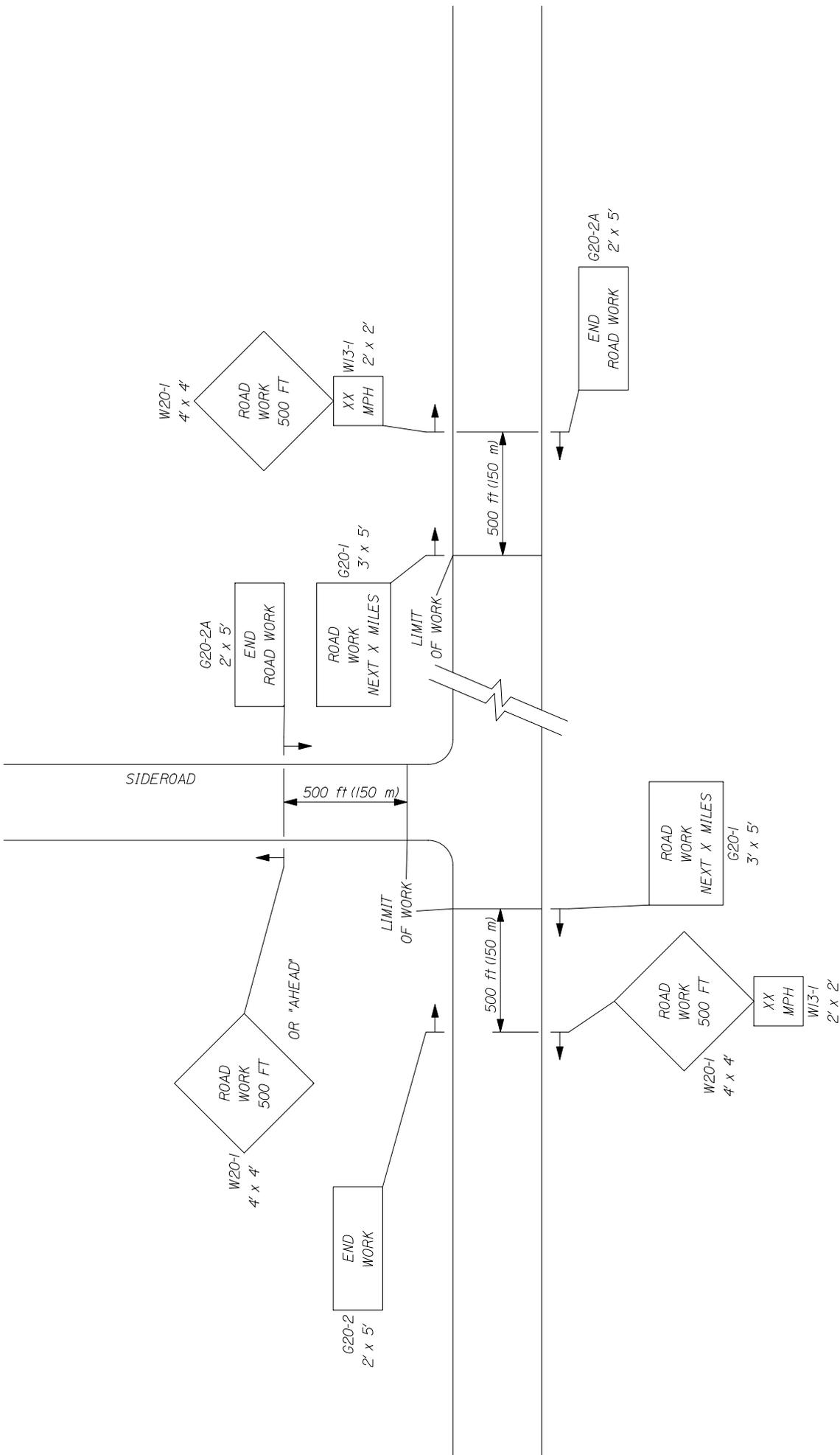
The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. To encourage quality paving in warm-weather conditions, the length can be extended to 4,000 ft depending on the traffic impacts. Where more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

**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.

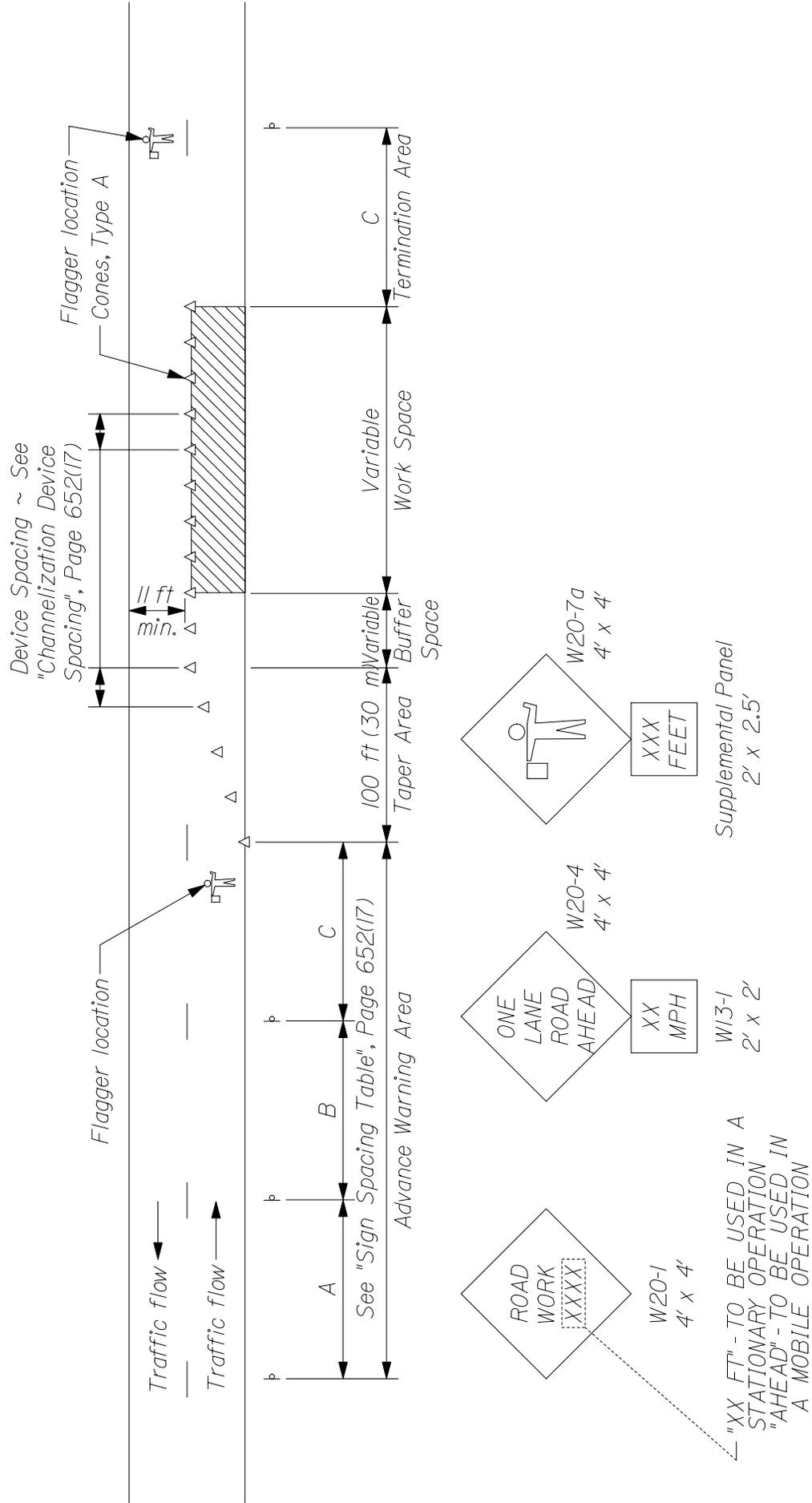
Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

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

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-- PROJECT APPROACH SIGNING --  
TWO WAY TRAFFIC



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

\* Formulas for L are as follows:

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

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

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

$$L = WS \quad (L = \frac{WS}{1.6})$$

\* Formulas for L are as follows:

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

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

#### 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.

#### GENERAL NOTES;

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

Road Type	SIGN SPACING TABLE		
	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).

#### 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

November 05, 2014  
Supersedes March 25, 2014

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

<http://maine.gov/mdot/contractors/publications/standarddetail/>

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
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	No Changes to the November 2014 Standard Detail Book	
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SUPPLEMENTAL SPECIFICATION  
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

**SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions

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

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

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

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

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

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

**SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

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

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

**SECTION 105**  
**GENERAL SCOPE OF WORK**

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

**“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours,**

prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”

## **SECTION 109** **CHANGES**

109.5.1 Definitions - Types of Delays In Paragraph ‘A’ delete “Equitable Adjustment” and replace with “adjustment of time”.

## **APPENDIX A TO DIVISION 100**

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

## **SECTION 203** **EXCAVATION AND EMBANKMENT**

### 203.02 Materials

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

**Crushed Stone, ¾ inch      703.13**

### 203.042 Rock Excavation and Blasting

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

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

**SECTION 304**  
**AGGREGATE BASE AND SUBBASE COURSE**

304.02 Aggregate

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

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

**SECTION 307**  
**FULL DEPTH RECYCLED PAVEMENT**

Remove this Section in its entirety and replace with:

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

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

**MATERIALS**

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

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

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

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

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

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

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

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

**307.025 Hydrated Lime** If required, Hydrated Lime shall meet the requirements of AASHTO M216.

## EQUIPMENT

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

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

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd<sup>2</sup> with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd<sup>2</sup>. Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

**307.041 Cement or Lime Spreader** If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic

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

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

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

### MIX DESIGN

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

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

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

### CONSTRUCTION REQUIREMENTS

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

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

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.

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

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

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

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

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

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

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section

**307.041.** The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

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

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

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

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

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

## **TESTING REQUIREMENTS**

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

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

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

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

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

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

**MINIMUM QUALITY CONTROL FREQUENCIES**

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

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

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

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.

- D. The computed yield differs from the mix design by 10 percent or more.

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

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

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

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

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

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

#### ACCEPTANCE TEST FREQUENCY

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

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

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

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

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

Payments will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
<b>307.331 Full Depth Recycled Pavement (Untreated) Yard</b>	<b>Square</b>
<b>307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard</b>	<b>Square</b>
<b>307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard</b>	<b>Square</b>

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

**411.02 – Aggregate** Add the following to the end of the first sentence: “- Type A”

**SECTION 502**

## STRUCTURAL CONCRETE

### 502.05 Composition and Proportioning

Replace Table 1 with

TABLE 1

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

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

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

### 502.1703 Acceptance Methods A and B

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

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

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

### 502.1706 Acceptance Method C

Remove in its entirety and Replace with:

**502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the**

**Department's sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.**

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove "Rapid Chloride" from the section heading.

In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

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

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

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

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

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under "Entrained Air" for "Class Fill", in the first line, change from "< 4.0 (Removal)" to "< **4.5 (Removal)**"

In Table 6: Method C PAY REDUCTIONS remove the word 'Chloride' from 'Chloride Permeability'.

**SECTION 619**  
**MULCH**

619.07 Basis of Payment

In the list of Pay Items add "**619.12 Mulch**" with a Pay Unit of "**Unit**".

Change the description of 619.1201 from "Mulch" to "**Mulch – Plan Quantity**"

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

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

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with “ The plant pit...” change “½ inch” to “**1 inch**”

**SECTION 626**

**FOUNDATIONS, CONDUIT AND JUNCTION BOXES FOR HIGHWAY  
SIGNING, LIGHTING AND SIGNALS**

626.034 Concrete Foundations

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

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

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

**“...The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. Concrete for drilled shafts shall be placed in accordance with Section 503.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section. Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow.....”**

**SECTION 660**

**ON-THE-JOB TRAINING**

660.06 Method of Measurement

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

660.07 Basis of payment to the Contractor

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

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

**SECTION 703**  
**AGGREGATES**

703.06 Aggregate for Base and Subbase

Remove the first two paragraphs in their entirety and replace with these:

**“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.**

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

703.33 Stone Ballast

In the third paragraph, remove the words “ less than” before 2.60 and add the words “**or greater**” after 2.60.

**SECTION 717**  
**ROADSIDE IMPROVEMENT MATERIAL**

717.02 Agricultural Ground Limestone

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

## The United States Department of Transportation (USDOT)

### FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES

#### DOT Order No. 1050.2A

The Maine Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through The Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

*FHWA may include additional Statutory/Regulatory Authorities here.*

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FHWA..*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

*FHWA may include additional General Assurances in this section, or reference an addendum here.*

#### Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*The (Agency), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

***FHWA may include additional Specific Assurances in this section.***

By signing this ASSURANCE, Maine Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on Maine Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. . The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

***Name of Recipient: Maine Department of Transportation***



***David Bernhardt, Commissioner***

DATED: 9/18/14

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(APPENDIX C TO MAINEDOT TITLE VI ASSURANCE)**

**FEDERAL HIGHWAY ADMINISTRATION ASSISTED PROGRAMS**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into

by the Maine Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Maine Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by The Maine Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discriminations, (3) that the (grantee, licensees, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (**The Maine Department of Transportation**) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (**The Maine Department of Transportation**) will there upon revert to and vest in and become the absolute property of (**The Maine Department of Transportation**) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



### Environmental Summary Sheet

Pin: 20343.00  
Town: Smithfield  
CAP Team Leader: David Gardner  
ENV Field Contact: Tim Adams  
NEPA Complete: 12/12/14

Date Submitted: 12/12/14

Section 106

Section 106 Resources: No effect

Section 4(f) and 6(f)

Section 4(f)

Review Complete No resources

Section 6(f)

Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable No in-water work

Section 7

Species of Concern:

Comments/References: No Effect/No Jeopardy

Maine Department of Conservation/Public Lands, Submerged Land Lease

Not Applicable

Maine Land Use Regulation Commission

*\*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*

Stormwater Review

Special Provisions Required

Special Provision 105-Timing of Work Restriction

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:*



### Environmental Summary Sheet

Pin: 20368.00  
Town: Norridgewock  
CAP Team Leader: David Gardner  
ENV Field Contact: Tim Adams  
NEPA Complete: 1/30/15

Date Submitted: 1/30/15

Section 106

Section 106 Resources: No effect

Section 4(f) and 6(f)

Section 4(f)

Review Complete No resources

Section 6(f)

Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable No in-water work

Section 7

Species of Concern:

Comments/References: No Effect/No Jeopardy

Maine Department of Conservation/Public Lands, Submerged Land Lease

Not Applicable

Maine Land Use Regulation Commission

*\*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*

Stormwater Review

Special Provisions Required

Special Provision 105-Timing of Work Restriction

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:*



### Environmental Summary Sheet

Pin: 22569.00  
Town: Farmington-Norridgewock  
CAP Team Leader: David Gardner  
ENV Field Contact: Tim Adams  
NEPA Complete: 11/25/14

Date Submitted: 12/29/14

Section 106

Section 106 Resources: No effect

Section 4(f) and 6(f)

Section 4(f)

Review Complete No resources

Section 6(f)

Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable No in-water work

Section 7

Species of Concern: Atlantic salmon

Northern long eared bat

Comments/References: No Effect/No Jeopardy

Maine Department of Conservation/Public Lands, Submerged Land Lease

Not Applicable

Maine Land Use Regulation Commission

*\*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*

Stormwater Review

Special Provisions Required

Special Provision 105-Timing of Work Restriction

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:*