

**Updated 05/15/2020**

# **STATE PROJECT**

## **BIDDING INSTRUCTIONS**

### **FOR ALL PROJECTS:**

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

#### **For a Paper Bid:**

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

#### **For an Electronic Bid:**

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- 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, March 2020 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 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.



## **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 Crack Sealing in the Towns of Patten, Crystal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou” will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o’clock A.M. (prevailing time) on February 15, 2023 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. **We now accept electronic bids for 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: State Project 018995.56, WIN 18995.56.

Location: In Aroostook County, project is located on State Route 159 beginning 5.13 miles East of the intersection of Route 11 and Route 159 and extending East 3 miles; on US Route 1A beginning 1.82 miles North of East Ridge Road and extending North 6.35 miles; on State Route 161 beginning 0.81 miles North of the Caribou/Fort Fairfield town line and extending Northwest 4.08 miles & beginning 2.04 miles Northwest of the Stockholm town line and extending Northwest 7.32 miles.

Outline of Work: Crack Sealing, and other incidental work.

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 **George MacDougall** 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 (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. Specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine and at the Department of Transportation’s Regional Office in Presque Isle. 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.

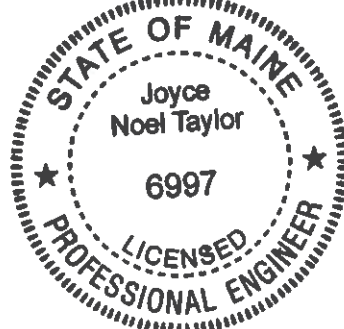
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier’s check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer,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

This Contract is subject to all applicable State Laws.

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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 MaineDOT to reject any or all bids.

Augusta, Maine  
January 25, 2023



JOYCE NOEL TAYLOR P. E.  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

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

1/11/2023

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 018995.56

Project(s): 018995.56

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	424.24 ASPHALT RUBBER CRACK SEALER TYPE 4, APPLIED	36,702.000 LB	_____	 _____	_____	 _____
0020	659.10 MOBILIZATION	LUMP SUM	_____	 LUMP SUM	_____	 _____
<b>Section: 1</b>			<b>Total:</b>		_____	 _____
			<b>Total Bid:</b>		_____	 _____

## 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, **WIN 18995.56 for Crack Sealing in the Towns of Patten, Crystal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou, County of Aroostook, 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, within **30** Working Days. 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, March 2020 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 \_\_\_\_\_

\$\_\_\_\_\_ 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, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 18995.56 for Crack Sealing in the Towns of Patten, Crvstal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou, County of Aroostook**, 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, March 2020 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 March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Bruce A. Van Note, 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, **WIN 18995.56 for Crack Sealing in the Towns of Patten, Crystal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou, County of Aroostook, 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, within **30** Working Days. 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, March 2020 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 \_\_\_\_\_

\$ \_\_\_\_\_ 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, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 18995.56 for Crack Sealing in the Towns of Patten, Crvstal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou, County of Aroostook**, 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, March 2020 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 March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_  
Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and  
(Name of the firm bidding the job)  
a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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

**A. The Work.**

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

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

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

**B. Time.**

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

**C. Price.**

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

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

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

\_\_\_\_\_  
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.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

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

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

BOND

# \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

WITNESSES: SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly ..... Print Name Legibly .....

SURETY:

Signature .....

Print Name Legibly ..... Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE.....

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

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....  
a corporation duly organized under the laws of the State of ..... and having a  
usual place of business in .....  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

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

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

WITNESS: SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

..... ADDRESS .....

TELEPHONE .....

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

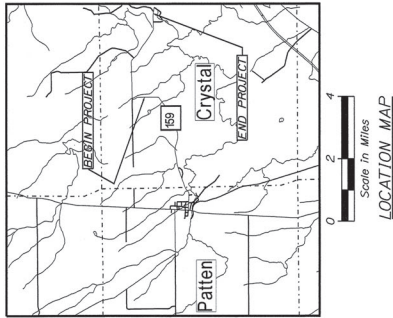
In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not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

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

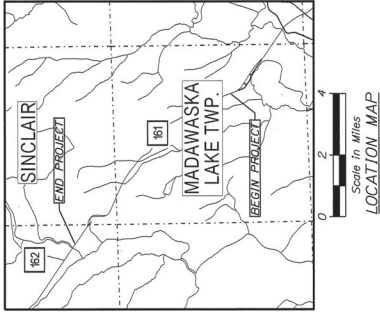


**REGION 5**  
AROSTOOK COUNTY  
ROUTES 159, 1A, 161  
**STATE PROJECT NO. 18995.56**  
PROJECT LENGTH: 22.53 MILES

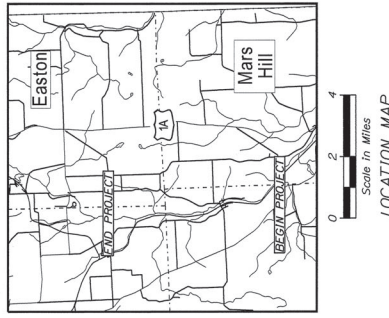
Priority 1 Location



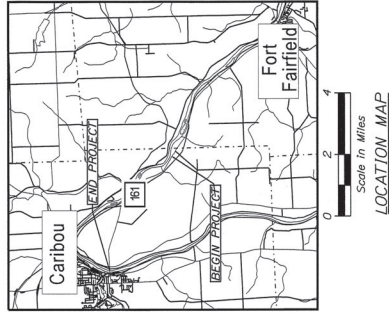
Priority 4 Location



Priority 2 Location



Priority 3 Location



STATE PROJECT NO. 18995.56

PROJECT LOCATION:	CRACK SEAL - REGION 5
PROGRAM AREA:	HIGHWAY PROGRAM
SCOPE OF WORK:	CRACK SEALING

WIN 18995.56  
SHEET NUMBER  
**1**  
OF 1

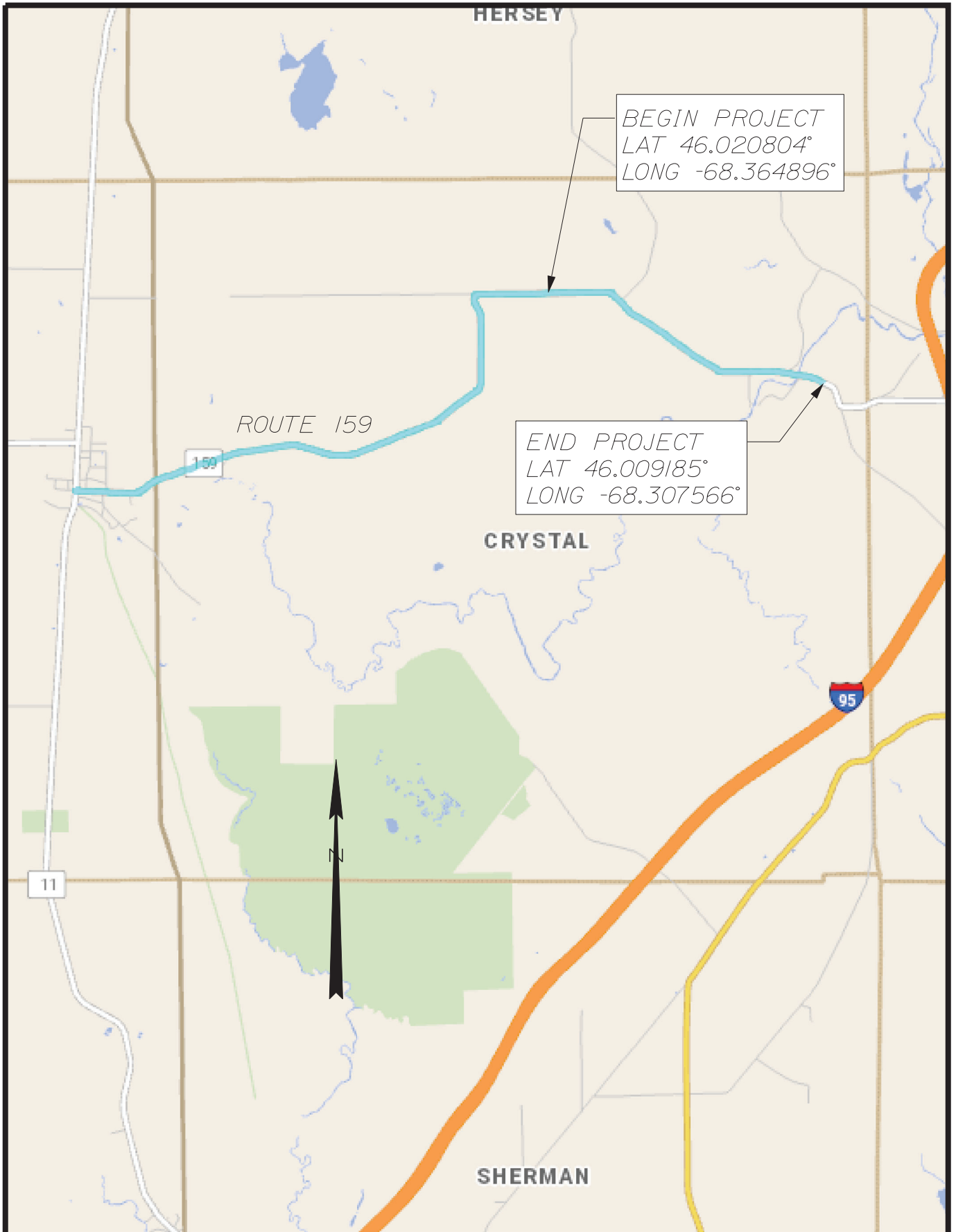
REGION 5  
ROUTES 159, 1A, 161  
TITLE SHEET

PROJECT INFORMATION

PROGRAM	HIGHWAY PROGRAM
PROJECT MANAGER	ROGER SOUCY
DESIGNER	DANIEL DUPLESSIS
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	



DATE	APPROVED
COMMISSIONER	
CHIEF ENGINEER	



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 159 PATTEN - CRYSTAL  
AROOSTOOK COUNTY

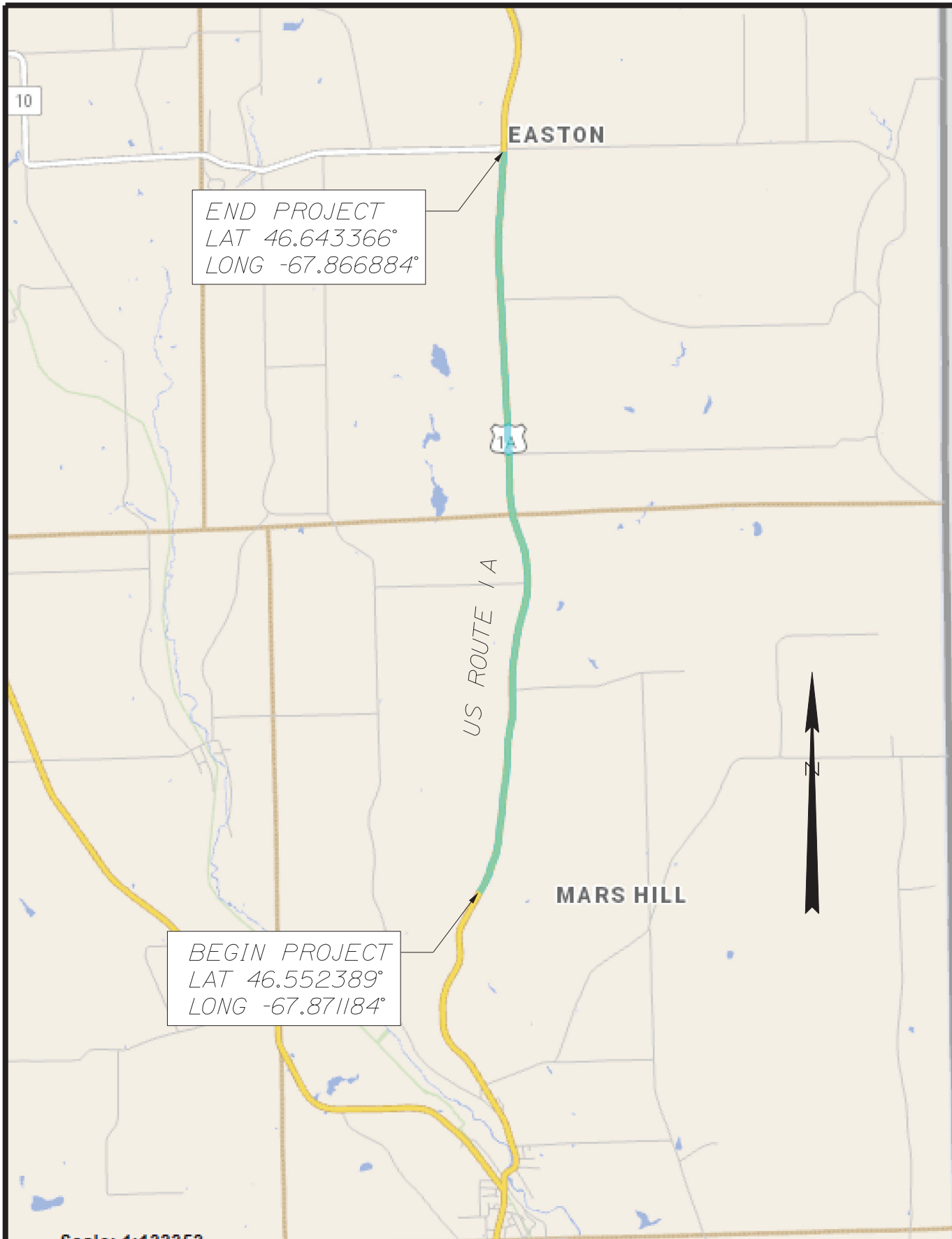
SHEET NUMBER

1

18995.56

LOCATION MAP

28<sub>OF</sub>4



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1A MARS HILL - EASTON  
AROOSTOOK COUNTY

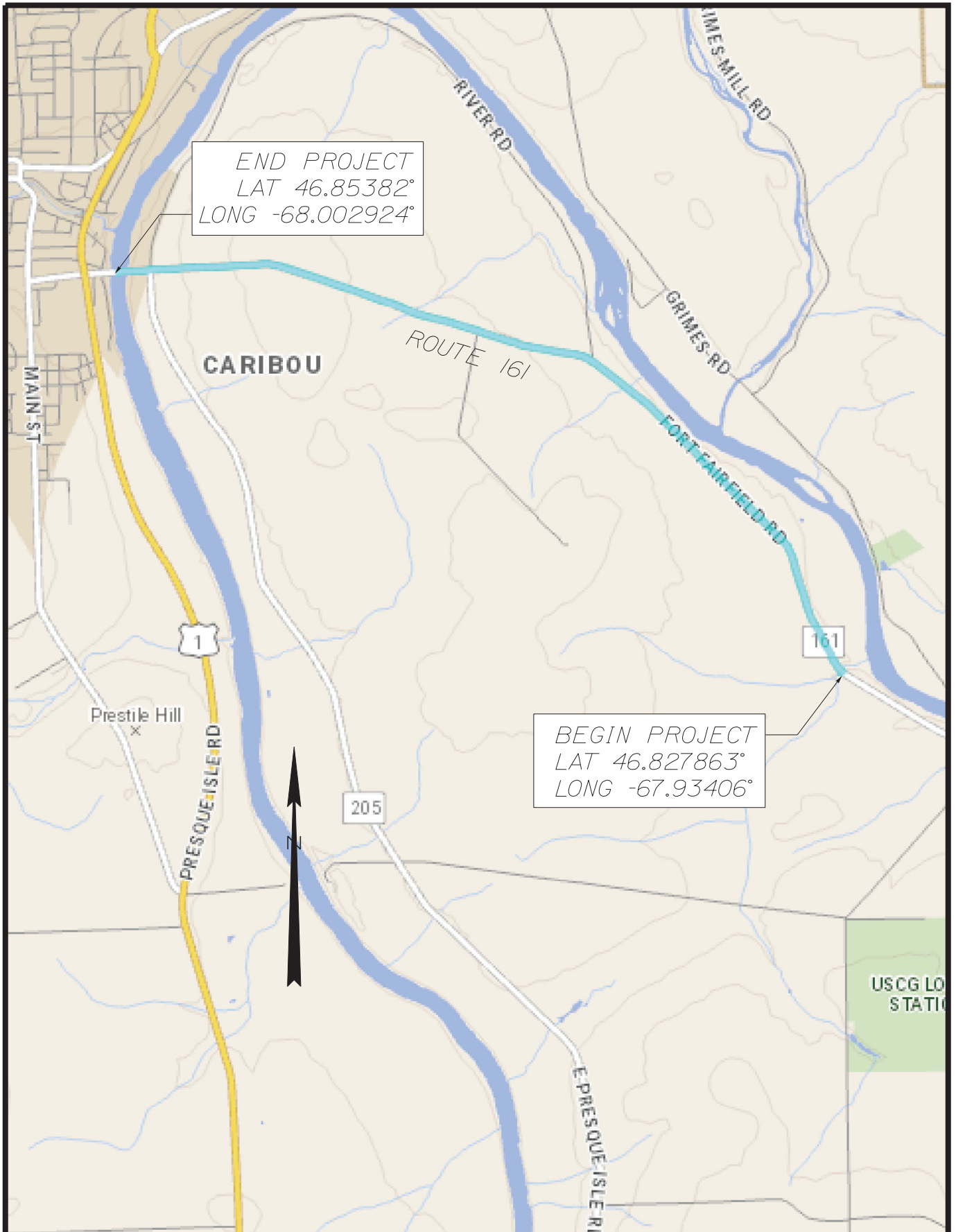
SHEET NUMBER

2

18995.56

LOCATION MAP

29 OF 4



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 161 FORT FAIRFIELD - CARIBOU  
AROOSTOOK COUNTY

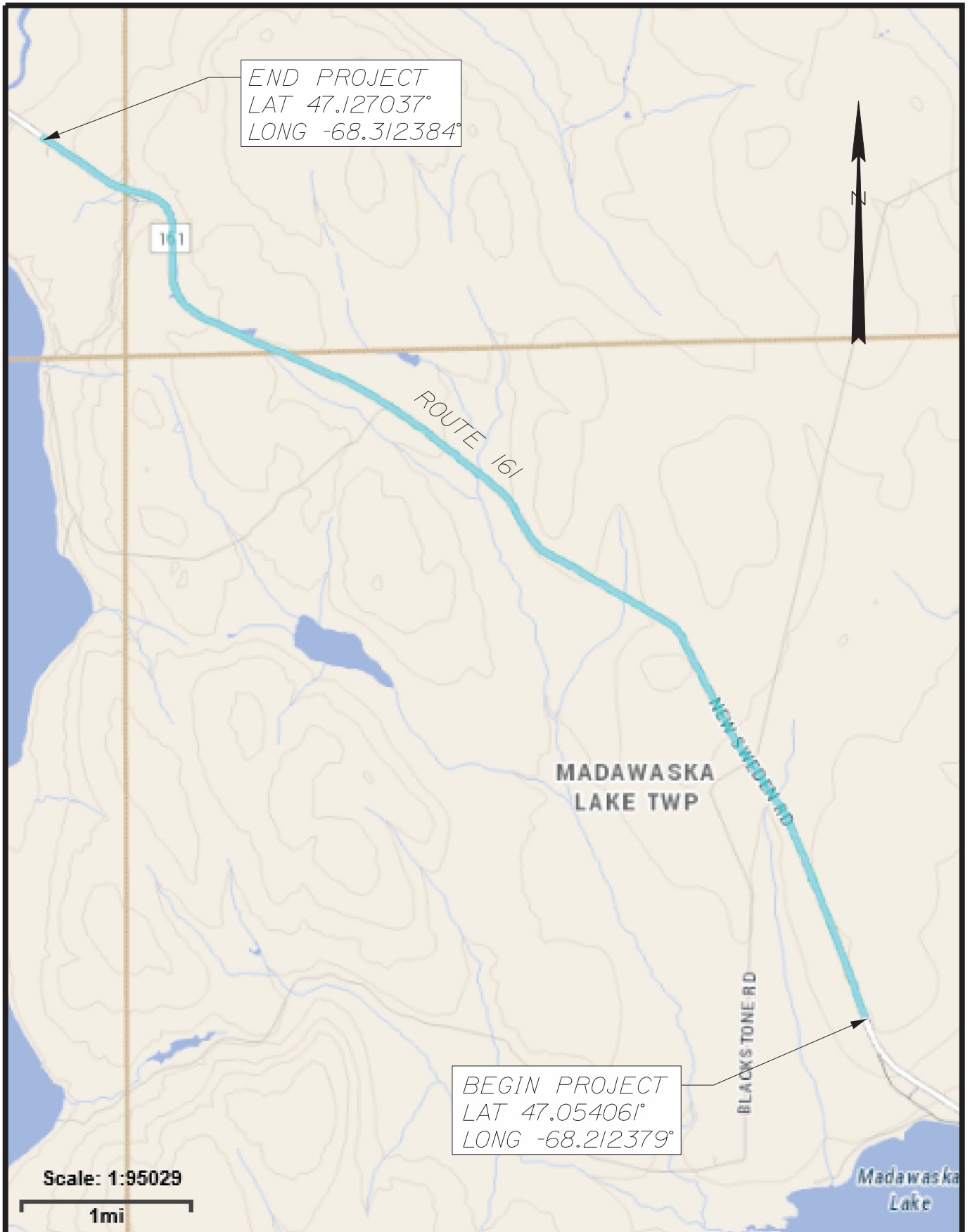
SHEET NUMBER

**3**

18995.56

LOCATION MAP

30 OF 4



STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION

ROUTE 161 MADAWASKA LAKE - CROSS LAKE  
 AROOSTOOK COUNTY

SHEET NUMBER  
**4**

18995.56

LOCATION MAP

31 OF 4

**Crack Seal Locations and Notes**

Low Modulus Crack Seal with fiber to be applied in locations as described in priority list below. All work to be completed in each location, in accordance with the priority list, in its entirety prior to mobilizing to the next location.

<b><u>Priority</u></b>	<b><u>Route #</u></b>	<b><u>Towns</u></b>	<b><u>Length</u></b>
1	159	Patten - Crystal	3 Miles
2	1A	Mars Hill- Easton	6.35 Miles
3	161	Fort Fairfield – Caribou	4.08 Miles
4	161	Madawaska Lake TWP	7.32 Miles

**Location Description by Priority**

- **Priority 1: Patten – Crystal**  
Route 159: Beginning 5.13miles east of the intersection of Route 11 and Route 159 and extending easterly 3 miles.  
Begin: Lat 46.020804 Long -68.364896  
End: Lat 46.009185 Long -68.307566
- **Priority 2: Mars Hill - Easton**  
Route 1A: Beginning 1.82 miles north of East Ridge Road and extending north 6.35 miles  
Begin: Lat 46.552389 Long -67.871184  
End: Lat 46.643366 Long -67.866884
- **Priority 3: Fort Fairfield – Caribou**  
Route 161: Beginning 0.81 miles northerly of the Caribou / Fort Fairfield town line and extending north westerly 4.08 miles  
Begin: Lat 46.827863 Long -67.93406  
End: Lat 46.85382 Long -68.002924

**Crack Seal Locations and Notes**

- **Priority 4: Madawaska Lake TWP**

Route 161: Beginning 2.04 miles northwest of the Stockholm town line and extending northwest 7.32 miles

Begin: Lat 47.054061 Long -68.212379

End: Lat 47.127037 Long -68.312384

**General Notes**

- 1) Any necessary cleaning of existing pavement prior to the application of Item 424.3331 Asphalt Low Modulus Crack Seal shall be considered incidental to the aforementioned item.
- 2) All existing paved shoulders and widenings shall receive Asphalt Low Modulus Crack Seal as directed by the Resident.
- 3) Any damage to the slopes caused by the contractor's equipment, personnel or operations shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make these repairs shall be at the contractor's expense.
- 4) MaineDOT may delete any portion of the work at any time due to unforeseen circumstances, conditions not favorable for the application of Asphalt Low Modulus Crack Seal or once the estimated quantity is reached.

SPECIAL PROVISION  
SECTION 101  
CONTRACT INTERPRETATION  
(Working Day – Pavement Preservation)

Add the following to 101.2 – Definitions:

Weather Event Any precipitation, such as rain, sleet, snow, or fog that causes wet pavement that prevents the contractor from completing work within the Construction Limits as determined by the Department. This excludes ambient air temperatures below Specification.

Weather Dependent Activities Contractor scheduled work that cannot be completed should a Weather Event occur. Paving or other activities as determined by the Department will be considered Weather Dependent Activities.

Working Day Any Calendar Day except:

- Identified non-work days in the Contract Special Provision 107
- Saturdays, Sundays and Holidays – as outlined in Section 107.3.3
- The period from November 15<sup>th</sup> to April 15<sup>th</sup>, inclusive
- Any day a Weather Event prevents the Contractor from performing at least seven hours of weather dependent activities, as determined by the Department. Up to a three-hour hold prior to the start of work may be required if weather conditions are uncertain.

The Contractor may request, in writing, a non-working day due to a Weather Event up to 16 hours in advance of the normal start time. The Department may approve this request depending on the certainty of the forecast.

If the Contractor elects to work a Saturday, an allowable holiday, or receives approval to work Sunday, the same process will be utilized to determine if it is a Working Day.

If the Contractor requests approval to work Saturday and does not cancel their request by Thursday at the end of shift, that Saturday will be considered a Working Day regardless of the actual weather conditions and whether work occurred.

**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 pre-utility meeting, 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.

Temporary utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary, they shall be scheduled in compliance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. All work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

**AERIAL**

Aerial utility adjustments **are not** anticipated as part of this project.

Attention shall be needed for aerial utilities have existing service lines crossing the highway corridor at intermediate locations through-out the project corridor. Each of the existing service lines provide a source of power or communication to the surrounding residents and commercial facilities.

**SUBSURFACE**

Subsurface utility adjustments **are not** anticipated as part of this project.

The contractor shall take appropriate precautions to prevent crack seal material from flowing into existing utility facilities specifically relating to existing rims/frames for sewer manholes and storm drain structures; and existing covers for gas and water valves. The contractor shall be responsible to keep these existing utility facilities clean and free of crack seal material.

**UTILITY SIGNING**

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected. 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 105**  
**CONSTRUCTION AREA**

**Construction Areas** located in the Towns of Patten, Crystal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

*The sections of highway under construction in Aroostook County:*

**Project 1899556** is located on State Route 159 beginning 5.13 miles East of the intersection of Route 11 and Route 159 and extending East 3 miles; on US Route 1A beginning 1.82 miles North of East Ridge Road and extending North 6.35 miles; on State Route 161 beginning 0.81 miles North of the Caribou / Fort Fairfield town line and extending Northwest 4.08 miles & beginning 2.04 miles Northwest of the Stockholm town line and extending Northwest 7.32 miles.

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 Patten, Crystal, Mars Hill, Easton, Fort Fairfield, Madawaska Lake Township & the City of Caribou 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.

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

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

**2023 Fair Minimum Wage Rates  
 Highway & Earth Aroostook County**

Occupational Title	Minimum Wage	Minimum Benefit	Total
Bulldozer Operator	\$26.02	\$6.09	\$32.11
Carpenter	\$28.12	\$9.22	\$37.34
Cement Masons And Concrete Finisher	\$24.00	\$3.34	\$27.34
Coating Painting And Spraying Machine Operators	\$22.85	\$0.00	\$22.85
Construction And Maintenance Painters	\$23.00	\$1.02	\$24.02
Construction Laborer	\$21.50	\$1.25	\$22.75
Control And Valve Installers And Repairers - Except Mechanical Door	\$31.00	\$9.86	\$40.86
Crane And Tower Operators	\$32.63	\$8.06	\$40.69
Crushing Grinding And Polishing Machine Operators	\$25.51	\$7.55	\$33.06
Electrical Power - Line Installer And Repairers	\$40.16	\$10.82	\$50.98
Electricians	\$41.00	\$16.50	\$57.50
Excavating And Loading Machine And Dragline Operators	\$25.50	\$5.26	\$30.76
Excavator Operator	\$30.88	\$4.74	\$35.62
Fence Erectors	\$19.50	\$1.45	\$20.95
Flaggers	\$18.00	\$0.00	\$18.00
Grader/Scraper Operator	\$24.76	\$3.96	\$28.72
Heavy And Tractor - Trailer Truck Drivers	\$23.00	\$4.35	\$27.35
Highway Maintenance Workers	\$22.33	\$4.24	\$26.57
Industrial Machinery Mechanics	\$33.43	\$2.38	\$35.81
Industrial Truck And Tractor Operators	\$21.00	\$3.08	\$24.08
Light Truck Or Delivery Services Drivers	\$22.00	\$3.17	\$25.17
Millwrights	\$32.00	\$8.71	\$40.71
Mixing And Blending Machine Operators	\$25.51	\$13.80	\$39.31
Mobile Heavy Equipment Mechanics - Except Engines	\$25.00	\$3.79	\$28.79
Operating Engineers And Other Equipment Operators	\$25.48	\$7.17	\$32.65
Paver Operator	\$26.00	\$13.80	\$39.80
Pile-Driver Operators	\$30.96	\$6.86	\$37.82
Pipelayers	\$23.45	\$3.54	\$26.99
Plumbers Pipe Fitters And Steamfitters	\$31.97	\$3.93	\$35.90
Reclaimer Operator	\$26.83	\$13.80	\$40.63
Reinforcing Iron And Rebar Workers	\$29.75	\$10.87	\$40.62
Screed/Wheelman	\$25.40	\$4.34	\$29.74
Structural Iron And Steel Workers	\$26.93	\$8.12	\$35.05

**Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)**

**Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.**

**For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.**

**Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.**

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

A true copy

Attest: Scott R. Cotnoir  
 Scott R. Cotnoir  
 Wage & Hour Director  
 Bureau of Labor Standards

Expiration Date: 12-31-2023

**Section 105**  
**General Scope of Work**  
(Limitations of Operations)

1. This contract allows for only one operation per day unless otherwise authorized by the Resident.
2. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
3. The Contractor may elect to work at night if they obtain written permission from the impacted municipalities.
4. The Contractor shall provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work is allowed for 48 hours. Once work has been completed, the Contractor shall provide the same notice to return to day work.
5. The Contractor shall not schedule both day work and night work within the same 24-hour period without prior approval by the Resident and 48-hour notice.
6. The Contractor shall request absences at least 72 hours in advance. The Department will review and approve based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, detours, etc. The Contractor shall assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Department will not modify the Contract Completion Date for approved absences.
7. Lane closures shall be set up as stated in the Special Provision 652, Traffic Control Guidelines and as per MUTCD. All traffic control will be incidental to the 424 item as per Special Provision Section 652 Maintenance of Traffic.
8. The Contractor's traffic control plan shall discuss/address ways to minimize impact to the travelling public and businesses in municipal areas. The Contractor shall conduct their operations such that work progresses against the normal flow of traffic.

**Section 107**  
**(Contract Time)**

- 1) 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.

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
**(Liquidated Damages)**  
**(Working Days)**

107.7.2 SCHEDULE OF LIQUIDATED DAMAGES

Revise this section by removing the numbers in the chart and replace with the following:

Original Contract Amount

From More Than	to	To and Including	Amount of Liquidated Damages per Working Day
\$ 0	to	\$ 100,000.00	\$400.00
\$ 100,000.00	to	\$ 250,000.00	\$800.00
\$ 250,000.00	to	\$ 500,000.00	\$1,000.00
\$ 500,000.00	to	\$1,000,000.00	\$1,250.00
\$1,000,000.00	to	\$2,000,000.00	\$1,600.00
\$2,000,000.00	to	\$4,000,000.00	\$2,000.00
\$4,000,000.00	and	More	\$3,350.00

**Section 107**  
**Prosecution and Progress**  
(Contract Time – Working Days)

This Contract shall be completed within **(30)** working days. The Contractor may begin work anytime on or after **May 15th** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **August 28, 2023.**

At least 21 calendar days prior to the desired Begin Construction Date (**and no later than June 15<sup>th</sup>**), the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date.** This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **[Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov)**, **[Ryan.Sullivan@Maine.gov](mailto:Ryan.Sullivan@Maine.gov)**, and **[Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov)**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond June 15<sup>th</sup> that the schedule of work is not received.** Upon receipt of the schedule of work, 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. The modified Contract Completion Date shall not exceed the Contract Completion Date specified in this special provision.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to **seven calendar days** if the request is made at least **21 calendar days** prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **[Shawn.Smith@Maine.gov](mailto:Shawn.Smith@Maine.gov)**, **[Scott.Bickford@Maine.gov](mailto:Scott.Bickford@Maine.gov)**, and **[Ryan.Sullivan@Maine.gov](mailto:Ryan.Sullivan@Maine.gov)**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.

SPECIAL PROVISION  
SECTION 424  
POLYMER MODIFIED ASPHALT CRACK SEALANT w/ FIBER

Description This work shall consist of crack cleaning and drying, material supply and heating, preparation and application of material, material finishing or shaping, and providing and installing barrier material or curing materials used to seal longitudinal and transverse cracks in bituminous concrete pavements as directed and in accordance with these Special Provisions.

The Department will allow Polymer Modified Asphalt Crack Sealant with fiber as an option for Ultra-Thin Bonded Wearing Course (UTBWC) and other treatments that specify Type 2 or Type 4 sealants in the contract. If the option to utilize Polymer Modified Asphalt Crack Sealant with fiber is selected the sealant and equipment requirements shall meet the following criteria and shall be subject to approval by the Department prior to the start of work.

MATERIALS

Polymer Modified Asphalt Crack Sealant with fiber (PMACS) shall be a polymer modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt used in the sealant.

The asphalt binder shall consist of a blend of neat asphalt binder, crumb rubber, and SBS polymer and meet the following specifications:

- Modification at a minimum shall consist 7% crumb rubber and 3-4% SBS polymer. The maximum particle size for the crumb rubber shall be 80 mesh
- The performance grade of the base asphalt binder prior to modification shall be a PG 58-28
- OB DSR (AASHTO T315) @ 76: Min 1.00 kPa
- MSCR (AASHTO T350) @ 64 JnR3.2 < 0.50

As a minimum the sealant will meet PG 64E-28 requirements after modification.

The asphalt supplier shall provide testing results for both the neat and modified asphalt binders

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break (ASTM D2256-90)	35% ± 3%
Melting Point (ASTM D3418-82)	>475°F
Crimps/Inch (ASTM 03937-90)	None
CrossSection	Round
Denier (ASTM D1577-90)	4.5 Nominal dpf
Tensile Strength (ASTM D2256-90)	>70,000 psi
Diameter	0.0008 in.**
Specific Gravity (ASTM D792-91)	1.32 to 1.40

\* At temperatures ranging from ambient to maximum finished product mix temperature

\*\* Subject to normal variations

The modified asphalt-fiber compound shall be mixed to a maximum rate of 8% fiber (weight to weight) of asphalt cement unless otherwise approved by the Department.

The polymer modified asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour at the required temperature range of 320°F to 375°F before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the contractor must have a full tanker of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the tanker, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the tanker during the workday under any circumstances. Bulk tankers shall be filled at the approved asphalt supplier's facility, and accompanied by the a bill of lading and material data sheet.

A Manufacturer's certificate of material compliance will be furnished to the Department certifying conformance to the above material specifications, including the following:

- Performance Grade of Unmodified Asphalt: PG 58-28 (standard) AASHTO M-320, Table 1
- 7% chemically-modified crumb rubber (CMCR) Composed of 100% 80-mesh recycled tire rubber
- Specially formulated polymer package to include 3-4% polymer
- Performance Grade of Modified Asphalt: PG 64E-28
- 8% polyester reinforcing fibers

Blending of the fibers with the modified asphalt binder shall be in accordance with the recommendations of the manufacturer of the fibers and supplier of the polymer modified asphalt, with final approval made by the Department.

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations for the sealant material being provided pertaining to heating, mixing, application, and reheating prior to the beginning of operations, or the changing of materials.

Material Temperatures Minimum polymer modified asphalt-fiber sealant application temperature shall be 320°F and not exceed 375°F.

## EQUIPMENT

Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand: A portable air compressor and air wand shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air at not less than 100 psi pressure through a 5/8"-inch diameter nozzle. A 1/2"-inch or 3/4"-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(2) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.

(3) Hot Air Lance: The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F, at not less than 120 psi. The lance should draw propane from no smaller than a 100 lb. tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(4) Application Wand: The application wand shall apply a controlled flow of material via an insulated or heated hose. The nozzle shall distribute the material as called for in this specification. A pressure regulator shall be provided to regulate pressure at the nozzle. A bypass line into the holding tank is required for use when the nozzle is shut off. Sealant shall be installed using a small to medium application disc, selected to give a narrow overband over the cracks being sealed and minimize final overband thickness above the pavement surface.

(5) Hand Tools: Hand tools shall consist of shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to prepare cracks to be sealed. Other tools such as, but not limited to, V-shaped squeegee or flat squeegee may be necessary to prevent excessive overband width and thickness.

(6) Bulk Tanker: The bulk tanker unit used to heat and maintain the modified asphalt crack sealant compound shall have an approximate capacity of 3,000 to 5,000 gallons and be equipped to maintain the sealant compound at the recommended application temperature. The unit shall be of the indirect fired type, and shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the tank containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The bulk tanker shall be equipped with a satisfactory means of mixing and agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the bulk tanker. The bulk tanker must be equipped with a thermostatic control calibrated between 200°F and 550°F and must be capable of pumping an 8% fiber content blend.

Documentation shall be provided for each tanker use with verified gallons or pounds of material that each tanker holds. If full tankers are provided on a daily basis, and each tanker is emptied daily, then the verified gallons or pounds each tanker holds may be used for calculation of payment.

If partial loads are supplied, or material remains in the tanker at the end of the day or contract, a means to calculated material usage must be provided in the form of either calibrated tank checks corrected to 60°F, or certified scale weights of the material load at the beginning or end of the day as applicable.

#### GENERAL CONSTRUCTION REQUIREMENTS

Weather Crack Sealant Material shall not be applied on a wet surface, when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Equipment Equipment used in the performance of the work shall meet the requirements of the material and equipment section of this special provision and approved by the Department. Equipment shall be maintained in a satisfactory working condition at all times.

Preparation All cracks to be sealed shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air wand. Material removed from the crack shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown clean with the high-pressure air wand in advance of the hot air lance. All cracks shall be heated via the hot air lance a maximum of 5 minutes prior to the crack sealant being applied. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate reinvasion of water, debris, and other incompressible material. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer The polymer modified asphalt-fiber material shall be heated, mixed and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. The polymer modified asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site. Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed at no additional cost to the Department.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator shoe. The sealer overbanding wand shall be equipped with an applicator disc or shoe that allows for a minimal final overband and depth. Overband will be kept to a minimum and not exceed a maximum of 1 1/2-inch-wide and 3/32 inch thick. The applicator may be followed by a squeegee to minimize the thickness of the overband.

Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present.

Minimum polymer modified asphalt-fiber sealant application temperature shall be 320°F and not exceed 375°F.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoi, Black Beauty grit, or an equivalent product approved by the Resident shall be provided by the Contractor be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If the sealed areas are to be paved over with a hot mix treatment, then a 48-hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Blotter material such as Glenzoi, Black Beauty or an equivalent material approved by the Department shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup and tracking. Blotter material shall be incidental to the crack seal item.

Quality of Work Excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative at no additional cost to the Department.

Method of Measurement Polymer modified asphalt-fiber sealant will be measured by the pound of sealant used. The manufacturer's weights of the sealant will be accepted as the basis for measurement. The Department may, at their discretion, take material samples to verify the manufacturers weights provided.

Materials supplied by the gallon will be accompanied by a bill of lading and material certification specifying the pound per gallon conversion and provide an accurate means to verify gallons used daily to accurately convert gallons to pounds.

Should tank checks be required to verify material usage, or calculate initial or final gallons remaining in the tanker, a calibrated tank gauge or tank stick shall be used to measure the tank gallons, and a volume correction shall be calculated using Table:1 to correct the gallons to 60 ° F. The corrected gallons shall then be multiplied by the pounds per gallon at 60 ° F listed in the product data sheet provided for the crack seal product being used.

Volume correction will only be required if the initial and end of use temperature range exceeds 25 ° F. If initial and end temperatures are within 25 ° F, or the entire load is used, volume correction for temperature will not be required.

Basis of Payment The accepted quantity of Polymer modified asphalt-fiber sealant will be paid for at the contract unit price per pound for the item listed in the contract schedule of items, complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks, heating and drying cracks, all labor, and furnishing and placing barrier or blotter materials if necessary.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

**SPECIAL PROVISION**  
**SECTION 424**  
**ASPHALT RUBBER CRACK SEALER - Type 4**

Description This work shall consist of furnishing all labor, equipment and materials, crack cleaning and drying, material heating, preparation and application of material, material finishing or shaping, and providing and installing any barrier material or curing materials needed to seal longitudinal and transverse cracks in bituminous concrete pavements as directed and in accordance with these Special Provisions.

**MATERIALS**

Materials Asphalt Rubber Crack Sealer shall be an asphalt and rubber compound designed for a temperature range of 64-28 °C, and which improves the strength and performance of the base asphalt cement. Hot pour rubber crack sealant material shall conform to ASTM D-6690, Type 4.

Cone Penetration	90 - 150
Flow @ 60°C [140°F]	< 1/8 inch]
Bond, non-immersed	Three ½ inch specimens pass 3 cycles @ 200% extension @ -29°C [-20°F]
Resilience, %	60 min
Asphalt Compatibility, ASTM D5329	pass*

\* There shall be no failure in adhesion, formation of any oily exudate at the interface between the sealant and asphaltic concrete or other deleterious effects on the asphaltic concrete or sealant when tested at 140°F.

The contractor shall provide the Resident or authorized representative with a copy of the material manufacturer's recommendations pertaining to heating, application, and reheating prior to the beginning of operations or the changing of materials

**EQUIPMENT**

Equipment Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times. As a minimum, the equipment required will consist of the following:

(1) Air Compressor and air wand: A portable air compressor and air wand shall be supplied to clean the cracks to be sealed prior to using a hot air lance. The air compressor shall be coupled with hose and air wand and be capable of furnishing not less than 150 CFM of air and not less than 100 psi pressure through a 5/8"- inch diameter nozzle. A ½ -inch or ¾-inch nozzle may be used with approval of the Inspector as long as the pressure requirements are being met. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(2) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.

(3) Hot Air Lance: The hot air lance shall be independent of the air wand unit. The hot air lance shall be operated with propane and compressed air in combination and provide 1000 ft/sec of heated air at 2000°F - 3000°F. The lance should draw propane from no smaller than a 100 lb tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations. A single air compressor may be utilized to supply air to both the air wand and hot air lance with the condition that it will consistently supply the required air volume and pressures for each operation simultaneously.

(4) Hand Tools: Hand tools shall consist of shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to prepare cracks to be sealed. Other tools such as, but not limited to, V-shaped squeegee or flat squeegee may be necessary to prevent excessive overband width and thickness.

(5) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 608°F. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 200°F and 550°F. The Contractor shall either provide a jacketed thermometer that accurately displays the sealant temperature within the kettle, or provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle. Temperatures must be able to be checked at any time during the heating of material, application of material, or at the end of the application operation.

#### GENERAL CONSTRUCTION REQUIREMENTS

Weather Asphalt Rubber Crack Sealer shall not be applied on a wet surface, or when the atmospheric temperature is below 50°F in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Preparations of Cracks All cracks shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air prior to the used of the hot air lance. Material removed from the crack shall be removed from the pavement surface by means of compressed air, power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown clean with the high-pressure air wand in advance of the hot air lance. All cracks shall be heated via the hot air lance no more than 5 minutes prior to the crack being sealed. Distance between the hot air lance and the crack sealing unit should be no more than 50 ft to eliminate reinvasion of water, debris, and other incompressible materials. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer The rubber crack sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. A copy of the manufacture's specification shall be provided to the Project when requested.

The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site.

Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 50 or higher.

Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed. Defective or leaking valves and wands will be repaired or replaced before work continues. If repairs or replacement of defective equipment cannot be accomplished immediately then the Department may permit work to continue but deduct any excess quantities placed as it determines.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator nozzle or shoe.

If the work scope requires a flush fill with minimal overbanding then a nozzle sized to fill the cracks shall be used.

If the work scope required crack filling and sealing with overband, then a shoe sized to meet the overband width shall be used. Generally, the shoe width and the sealer overbanding area shall range from 1 inch – 1.5 inch. Overbanding width may vary from the range specified depending on the width and severity of the cracks.

The applicator shall be followed by a V-shaped squeegee to minimize the thickness of the overband. The sealer shall be applied at a rate that produces a coating thickness of 1/8 - inch, typical.

If the sealed area is to be opened to traffic immediately, a barrier material (de-tackifier) such as Glenzoil, Black Beauty grit, or an equivalent product approved by the Resident shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

If the sealed areas are to be paved over with a hot mix treatment, then a 48 hour minimum cure time and use of barrier material (de-tackifier) will be required. Cure times may be extended if excessive pick-up of the crack sealants occurs.

Quality of Work Any excess of sealer, spilled or overapplied, shall be removed from the pavement by approved methods and discarded. Any quality of work determined to be below normal acceptable standards will not be accepted and will be corrected and/or replaced as directed by the Resident or authorized representative.

Method of Measurement Asphalt Rubber Crack Sealer will be measured by the pound of sealant used. The manufacturer's weights of the sealant for each block (pill) will be accepted as a basis for measurement.

Should tank checks be required to verify material usage, or calculate initial or final gallons remaining in the kettle, a calibrated tank gauge or tank stick shall be used to measure the tank gallons, and a volume correction shall be calculated using Table:1 to correct the gallons to 60 ° F. The corrected gallons shall then be multiplied by the pounds per gallon at 60 ° F listed in the product data sheet provided for the crack seal product being used. The corrected volume and resultant pounds shall be made part of the method of measurement, with consideration given to blocks (pills) added during the day and applied in an acceptable manner.

Basis of Payment The accepted quantity of Asphalt Rubber Crack Sealer will be paid for at the contract unit price per pound complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier materials if necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.24 Asphalt Rubber Crack Sealer Type 4, Applied	Pound

Conversion Table:1

t	M	t	M	t	M	t	M	t	M	t	M
100	0.9861	135	0.9740	170	0.9621	205	0.9503	240	0.9385	275	0.9269
101	0.9857	136	0.9737	171	0.9618	206	0.9499	241	0.9382	276	0.9266
102	0.9854	137	0.9734	172	0.9614	207	0.9496	242	0.9379	277	0.9263
103	0.9851	138	0.9730	173	0.9611	208	0.9493	243	0.9375	278	0.9259
104	0.9847	139	0.9727	174	0.9607	209	0.9489	244	0.9372	279	0.9256
105	0.9844	140	0.9723	175	0.9604	210	0.9486	245	0.9369	280	0.9253
106	0.9840	141	0.9720	176	0.9601	211	0.9483	246	0.9365	281	0.9250
107	0.9837	142	0.9716	177	0.9597	212	0.9479	247	0.9362	282	0.9246
108	0.9833	143	0.9713	178	0.9594	213	0.9476	248	0.9359	283	0.9243
109	0.9830	144	0.9710	179	0.9590	214	0.9472	249	0.9356	284	0.9240
110	0.9826	145	0.9706	180	0.9587	215	0.9469	250	0.9352	285	0.9236
111	0.9823	146	0.9703	181	0.9584	216	0.9466	251	0.9349	286	0.9233
112	0.9819	147	0.9699	182	0.9580	217	0.9462	252	0.9346	287	0.9230
113	0.9816	148	0.9696	183	0.9577	218	0.9459	253	0.9342	288	0.9227
114	0.9813	149	0.9693	184	0.9574	219	0.9456	254	0.9339	289	0.9223
115	0.9809	150	0.9689	185	0.9570	220	0.9452	255	0.9336	290	0.9220
116	0.9806	151	0.9686	186	0.9567	221	0.9449	256	0.9332	291	0.9217
117	0.9802	152	0.9682	187	0.9563	222	0.9446	257	0.9329	292	0.9213
118	0.9799	153	0.9679	188	0.9560	223	0.9442	258	0.9326	293	0.9210
119	0.9795	154	0.9675	189	0.9557	224	0.9439	259	0.9322	294	0.9207
120	0.9792	155	0.9672	190	0.9553	225	0.9436	260	0.9319	295	0.9204
121	0.9788	156	0.9669	191	0.9550	226	0.9432	261	0.9316	296	0.9200
122	0.9785	157	0.9665	192	0.9547	227	0.9429	262	0.9312	297	0.9197
123	0.9782	158	0.9662	193	0.9543	228	0.9426	263	0.9309	298	0.9194
124	0.9778	159	0.9658	194	0.9540	229	0.9422	264	0.9306	299	0.9190
125	0.9775	160	0.9655	195	0.9536	230	0.9419	265	0.9302	300	0.9187
126	0.9771	161	0.9652	196	0.9533	231	0.9416	266	0.9299	301	0.9184
127	0.9768	162	0.9648	197	0.9530	232	0.9412	267	0.9296	302	0.9181
128	0.9764	163	0.9645	198	0.9526	233	0.9409	268	0.9293	303	0.9177
129	0.9761	164	0.9641	199	0.9523	234	0.9405	269	0.9289	304	0.9174
130	0.9758	165	0.9638	200	0.9520	235	0.9402	270	0.9286	305	0.9171
131	0.9754	166	0.9635	201	0.9516	236	0.9399	271	0.9283	306	0.9167
132	0.9751	167	0.9631	202	0.9513	237	0.9395	272	0.9279	307	0.9164
133	0.9747	168	0.9628	203	0.9509	238	0.9392	273	0.9276	308	0.9161
134	0.9744	169	0.9624	204	0.9505	239	0.9389	274	0.9273	309	0.9158

Legend: t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

Conversion Table:1

t	M	t	M	t	M	t	M	t	M
310	0.9154	350	0.9024	390	0.8896	430	0.8768	470	0.8643
311	0.9151	351	0.9021	391	0.8892	431	0.8765	471	0.8640
312	0.9148	352	0.9018	392	0.8889	432	0.8762	472	0.8636
313	0.9145	353	0.9015	393	0.8886	433	0.8759	473	0.8633
314	0.9141	354	0.9011	394	0.8883	434	0.8756	474	0.8630
315	0.9138	355	0.9008	395	0.8880	435	0.8753	475	0.8627
316	0.9135	356	0.9005	396	0.8876	436	0.8749	476	0.8624
317	0.9132	357	0.9002	397	0.8873	437	0.8746	477	0.8621
318	0.9128	358	0.8998	398	0.8870	438	0.8743	478	0.8618
319	0.9125	359	0.8995	399	0.8867	439	0.8740	479	0.8615
320	0.9122	360	0.8992	400	0.8864	440	0.8737	480	0.8611
321	0.9118	361	0.8989	401	0.8861	441	0.8734	481	0.8608
322	0.9115	362	0.8986	402	0.8857	442	0.8731	482	0.8605
323	0.9112	363	0.8982	403	0.8854	443	0.8727	483	0.8602
324	0.9109	364	0.8979	404	0.8851	444	0.8724	484	0.8599
325	0.9105	365	0.8976	405	0.8848	445	0.8721	485	0.8596
326	0.9102	366	0.8973	406	0.8845	446	0.8718	486	0.8593
327	0.9099	367	0.8969	407	0.8841	447	0.8715	487	0.8590
328	0.9096	368	0.8966	408	0.8838	448	0.8712	488	0.8587
329	0.9092	369	0.8963	409	0.8835	449	0.8709	489	0.8583
330	0.9089	370	0.8960	410	0.8832	450	0.8705	490	0.8580
331	0.9086	371	0.8957	411	0.8829	451	0.8702	491	0.8577
332	0.9083	372	0.8953	412	0.8826	452	0.8699	492	0.8574
333	0.9079	373	0.8950	413	0.8822	453	0.8696	493	0.8571
334	0.9076	374	0.8947	414	0.8819	454	0.8693	494	0.8568
335	0.9073	375	0.8944	415	0.8816	455	0.8690	495	0.8565
336	0.9070	376	0.8941	416	0.8813	456	0.8687	496	0.8562
337	0.9066	377	0.8937	417	0.8810	457	0.8683	497	0.8559
338	0.9063	378	0.8934	418	0.8806	458	0.8680	498	0.8556
339	0.9060	379	0.8931	419	0.8803	459	0.8677	499	0.8552
340	0.9057	380	0.8928	420	0.8800	460	0.8674		
341	0.9053	381	0.8924	421	0.8797	461	0.8671		
342	0.9050	382	0.8921	422	0.8794	462	0.8668		
343	0.9047	383	0.8918	423	0.8791	463	0.8665		
344	0.9044	384	0.8915	424	0.8989	464	0.8661		
345	0.9040	385	0.8912	425	0.8984	465	0.8658		
346	0.9037	386	0.8908	426	0.8781	466	0.8655		
347	0.9034	387	0.8905	427	0.8778	467	0.8652		
348	0.9031	388	0.8902	428	0.8775	468	0.8649		
349	0.9028	389	0.8899	429	0.8772	469	0.8646		

Legend: t = observed temperature in degrees Fahrenheit.  
M = multiplier for reducing volumes to the basis of 60° F.

**SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC**

Work Area At the work site, signs and channelizing devices shall be used as referenced in the following 2 pages and as directed by the Resident. Signs include:

Road Work Next 2 Miles  
One Lane Road Ahead  
Flagger Sign (Flagger Symbol)

The Contractor shall conduct their operations in such a manner that the roadway will only be restricted to one lane for a distance needed to safely perform the work with a maximum restriction to one lane of 2500feet.

Additional flaggers shall be used at intersections and side roads as needed when the traffic from these areas cannot be safely and effectively directed by the permanent mainline flaggers in use.

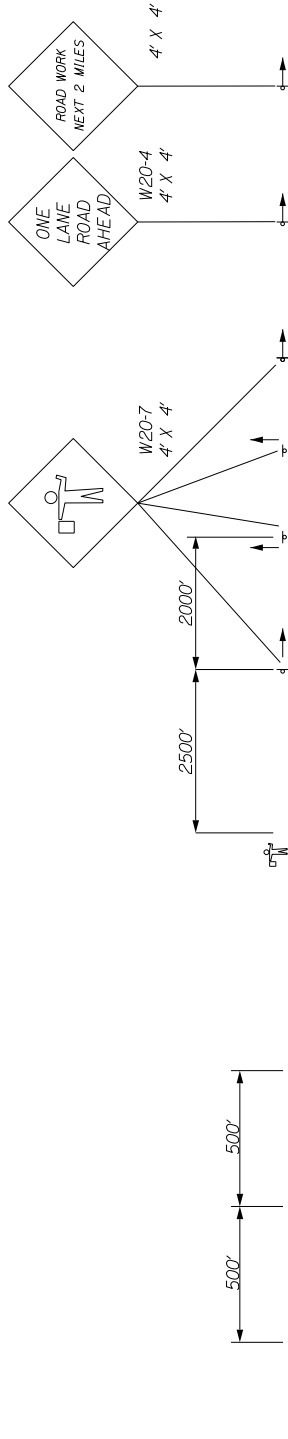
Cones may be used along the centerline of the work zone for safety at the contractors or MaineDOT's discretion for safety.

All signs shall use super high intensity fluorescent retroreflective sheeting, ASTM 4956 - Type VII.

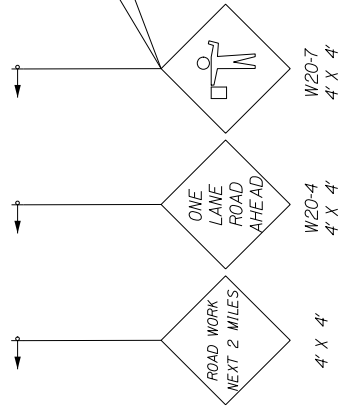
652.16 Basis of Payment: The furnishing, installation and maintenance of all Traffic Control Devices, including cones, will not be paid for directly, but will be incidental to the 424 item(s).

The furnishing of the necessary quantity of flaggers, including hiring, transporting, equipping, supervising and the payment of flaggers, breaker flaggers and all overhead and incidentals necessary to complete the work will not be paid for directly, but will be incidental to the 424 item(s).

# MOBILE OPERATION ON A TWO LANE, TWO WAY ROAD USING FLAGGERS



WORK ZONE



## GENERAL NOTES

1. THIS DIAGRAM SHOWS SIGNING FOR AN OPERATION MOVING UP THE ROAD FROM LEFT TO RIGHT. FLAGGERS MOVE UP THE ROAD WITH THE WORK ZONE.
2. EXTRA FLAGGER SIGNS ARE SET UP FACING THE DITCH 2000 FEET APART SO THAT THEY CAN BE TURNED TO FACE ONCOMING TRAFFIC AS THE FLAGGER PASSES. THE FLAGGER SIGN UPSTREAM SHALL NOT BE REMOVED UNTIL THE FLAGGER IS 500 FEET PAST THE DOWNSTREAM SIGN.
3. EACH OPERATION SHALL HAVE A PERSON WHOSE RESPONSIBILITY IS TRAFFIC CONTROL INCLUDING THE PROPER SETUP AND REMOVAL OF SIGNS.
4. THE PERSON RESPONSIBLE FOR TRAFFIC CONTROL SHALL PERIODICALLY PLACE CONES ON THE CENTERLINE TO REINFORCE THAT MOTORISTS ARE IN A WORK ZONE.
5. AT THE DISCRETION OF THE MAINE DOT REPRESENTATIVE CONES MAY BE REQUIRED ALONG THE CENTERLINE OF THE ROAD FOR SAFETY.
6. THIS APPLICATION MAY BE USED FOR MAINTENANCE PAVING OR CRACK SEAL OPERATIONS.



**4.0' X 4.0'**

**Letters shall be 7" in height and span 37-41" across face of sign. Minimum distance in between "ROAD WORK" and "NEXT 2 MILES" shall be 3".**

SPECIAL PROVISION SECTION 656  
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

Amend 656.3.1 Qualification of Preparer to “The preparer of the SEWPCP must be knowledgeable and experienced with the handling, use, or storage of petroleum products or the hazardous matter/substances utilized on the project including the onsite fueling of equipment.”

The Soil Erosion and Water Pollution Control Plan (SEWPCP) will consist of the following:

Standard Specification 656.3.3 a) & b)

Standard Specification 656.3.4 a) & f) all sections

Preparation of the plan will be considered incidental to the contract

## 2020 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>
502(19)	Bridge Drains	12/08/2021
507(20)	Steel Approach Railing 3-Bar	2/11/2021
507(21)	Steel Approach Railing 3-Bar	2/11/2021
507(22)	Steel Approach Railing 3-Bar	2/11/2021
507(23)	Steel Approach Railing 3-Bar	2/11/2021
507(27)	Steel Approach Railing	2/11/2021
526(01)	Portable Concrete Barrier	1/14/2021
526(01A)	Portable Concrete Barrier	1/14/2021
526(01B)	Portable Concrete Barrier	1/14/2021
526(02)	Portable Concrete Barrier	1/14/2021
526(02A)	Portable Concrete Barrier	1/14/2021
526(03)	Portable Concrete Barrier	1/14/2021
526(04)	Portable Concrete Barrier	1/14/2021
526(04A)	Portable Concrete Barrier	1/14/2021
526(04B)	Portable Concrete Barrier	1/14/2021
603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	7/8/2022
605(01)	Underdrain Notes	7/8/2022
606(17)	Midway Splice Guardrail Transition	6/10/2022
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	6/10/2021
801(12)	Pedestrian Ramp Requirements	8/13/2021
801(13)	Ramp Length Table	6/10/2021

801(14)	Parallel Pedestrian Ramp	6/10/2021
801(15)	Perpendicular Pedestrian Ramp – Option 1	6/10/2021
801(16)	Parallel Pedestrian Ramp – Option 2A	6/10/2021
801(17)	Perpendicular Pedestrian Ramp – Option 2A	6/10/2021
801(18)	Parallel Pedestrian Ramp – Option 2B	6/10/2021
801(19)	Perpendicular Pedestrian Ramp – Option 2B	6/10/2021
801(20)	Parallel Pedestrian Ramp – Option 3	6/10/2021
801(21)	Perpendicular Pedestrian Ramp – Option 3	6/10/2021
801(22)	Side Street Pedestrian Ramp	6/10/2021
801(23)	Parallel Pedestrian Ramp – Esplanade	6/10/2021
801(24)	Perpendicular Pedestrian Ramp – Esplanade	6/10/2021
801(25)	Island Crossings	6/10/2021
801(26)	Blended Transition	6/10/2021
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	6/10/2021
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

**SUPPLEMENTAL SPECIFICATIONS**  
**(Corrections, Additions, & Revisions to Standard Specifications – March 2020)**

SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions

Holidays Amend this paragraph by adding “**Juneteenth**” between ‘Memorial Day’ and ‘Independence Day’.

SECTION 102  
BIDDING

102.11 Bid Responsiveness Revise the paragraph that states  
“The Bid is not signed by a duly authorized representative of the Bidder.” So that it reads:

**“The Bid is not signed by a duly authorized representative of the Bidder.**

- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form.”**

SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 105  
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

**“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”**

SECTION 106  
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with “Acceptance of Hot Mix Asphalt Pavement will be based” with:

**“Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item.”**

Revise Subsection “B” by removing it and replacing it with:

**“B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.**

**The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D.”**

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

“Method B:  $PF = [70 + (Quality\ Level * 0.33)] * 0.01$ ”

SECTION 107  
TIME

107.3.1 General Amend this paragraph by adding “**Juneteenth**” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

## SECTION 108 PAYMENT

108.4.1 Price Adjustment for Hot Mix Asphalt Revise the first paragraph of this section by replacing the first sentence with the following:

**“For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid.”**

Amend this section by adding “**Item 461.2101 Polymer Modified 9.5 mm**” to the list of Pay Items that are eligible for a price adjustment. Also add “**Item 461.2101 - 6.4%**” to the list of Asphalt percentages.

## SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding “**Automobile Liability**” under letter A) Additional Insured to the list of exceptions.

## SECTION 206 STRUCTURAL EXCAVATION

206.01 Description – *Structural Earth Excavation, Below Grade* delete the entire sentence and replace with “**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits.**”

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with “...provided the maximum allowable...”

And replace with: “**...in accordance with the following limits:**”

- **Vertical pay limits:**
  - **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
  - **Below the excavation limits shown in the Bid Documents; whichever is greater.**
  
- **Horizontal pay limits – The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.**

SECTION 401  
HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:  
**“Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.”**

SECTION 502  
STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

**“502.10 Placing Concrete**

A. **General Concrete shall not be placed until forms ....”**

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

**“502.17 Quality Control The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.**

**502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “**

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

TABLE 4  
METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS \*

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
Gradation	AASHTO T-27 & T-11	Stockpile	One set per proposed grading before production. One set every 100 yd <sup>3</sup> (Min. 1 set per month)
Organic Impurities	AASHTO T-21	Stockpile	<b>Once per fine aggregate per year **</b>
% Absorption	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Specific Gravity	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Total Moisture in Aggregate	AASHTO T-255	Stockpile	One set per day's production
Free Water and Aggregate Wt.	N/A		One per day's production
% Entrained Air	AASHTO T-152	On Project	On first two loads and every third load thereafter provided consistent results are achieved
Compressive Strength	AASHTO T-22	On Project	One set per subplot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per subplot

\* Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

**\*\* If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month.**

502.18, Method of Measurement, Revise Subsection 'F' by removing the word 'transverse' so that it reads: **"Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum."**

502.19, Basis of Payment, Revise the third paragraph by removing the word ‘transverse’ so that it reads: **“Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work.”**  
(Also see 535.24 and 535.25 for related changes)

## SECTION 503 REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
Bar Type	Bar Size								
	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

**“The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.**

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**
- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
  - **Low-carbon Chromium = 100 ksi**
  - **Stainless = 75 ksi**
  - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications**

**When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3.”**

SECTION 506  
SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

**“Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation.”**

SECTION 523  
BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with “Anchor rods shall be galvanized...” and replacing with:

**“Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel.”**

523.22 Fabrication Amend this subsection by adding the following: **“Elastomeric Bearings shall be fabricated in accordance with AASHTO M251.”**

SECTION 526  
CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

**“526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.**

**The types of concrete barrier are designated as follows:**

**Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.**

**Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.**

**Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.**

**Permanent Concrete Barrier Type IIIb** Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

**Permanent Concrete Transition Barrier** Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

**Permanent Texas Classic Rail Barrier** Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

### **526.02 Materials**

a. **Concrete** Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. **Reinforcing Steel** Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. **Structural Steel** Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. **Bolts** Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. **Connecting Pins for Portable Concrete Barrier** Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. **Anchor Pins for Portable Concrete Barrier** Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

**g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:**

**New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.**

**Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.**

**Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.**

### **526.03 Construction Requirements**

**Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.**

**Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.**

**Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.**

**Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.**

**Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.**

**Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.**

**Permissible dimensional tolerances for all concrete barriers shall be as follows:**

**a. Cross-sectional dimensions shall not vary from design dimensions by more than ¼ inch. The vertical centerline shall not be out of plumb by more than ¼ inch.**

**b. Longitudinal dimensions shall not vary from the design dimensions by more than ¼ inch per 10 feet of barrier section and shall not exceed ¾ inches per section.**

**c. Location of anchoring holes shall not vary by more than ½ inch from the dimensions shown in the concrete barrier details on the Plans.**

**d. Surface straightness shall not vary more than ¼ inch under a 10-foot straightedge.**

**e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.**

**526.04 Method of Measurement Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.**

**Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.**

**The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.**

**Transition barrier will be measured by each, complete in place.**

**526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.**

**The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.**

**Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.**

**Transition barrier will be paid for at the Contract price each, complete in place.**

**The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.**

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
526.301	Portable Concrete Barrier, Type I	Lump Sum
526.304	Portable Concrete Barrier, Anchored Type I	Lump Sum
526.312	Permanent Concrete Barrier Type II	Lump Sum
526.321	Permanent Concrete Barrier Type IIIa	Lump Sum
526.323	Texas Classic Rail	Lump Sum
526.331	Permanent Concrete Barrier Type IIIb	Lump Sum
526.34	Permanent Concrete Transition Barrier	Each
526.502	Precast Concrete Median Barrier	Lump Sum”

SECTION 527  
ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

**“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

**Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.**

**Work Zone Crash Cushions shall be selected from the Department’s Qualified Products List of Crash Cushions/Impact Attenuators or approved equal.”**

SECTION 535  
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.24, Installation of Slabs, Beams, and Girders Revise the 5<sup>th</sup> paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2<sup>nd</sup> paragraph by replacing “6.0 and 9.0” to “5.0 and 8.0” so it reads: **“Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements.”**

## SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. Guardrail is designated as:

31" W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8" wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8" wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing end post as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail reflectors shall be mounted on all "w" beam guardrail and shall be either the "butterfly" type or linear delineation system panels. "Butterfly" or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

"Butterfly" reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer's instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the “butterfly” type or the linear delineation panels shall be approved by the Resident prior to installation.

Single wood post shall be of cedar, white oak, or tamarack, well-seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed, and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department’s Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department’s Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer’s installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the linear foot from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans. When connected to radius rail, measurement will be to the end of the last tangent beam.

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

Reflectorized beam guardrail reflectors (“butterfly” type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer’s installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer’s name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 150 ft or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per foot and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or “w”-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Reflectorized beam guardrail reflectors ( “butterfly” type and the linear delineation panels ) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall furnish and install either the “butterfly” type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors ( either “butterfly” type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of “butterfly” type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>	
606.1301	31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302	31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303	31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304	31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305	31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306	31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307	Bridge Transition (Asymmetrical) – Type IA	Each
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	Linear Foot
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.259	Anchorage Assembly	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.352	Reflectorized Beam Guardrail Delineators ("Butterfly" type)	Each
606.3521	Linear Delineation System Panel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify	Linear Foot
606.362	Guardrail, Adjust	Linear Foot
606.365	Guardrail, Remove, Modify, and Reset	Linear Foot
606.366	Guardrail, Remove and Reset	Linear Foot
606.367	Replace Unusable Existing Guardrail Posts	Each
606.3671	Replace Unusable Offset Blocks	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot

606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

## SECTION 608 SIDEWALKS

Section 608.022 Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with “Concrete...” and replacing it with **“Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department’s Qualified Products List (QPL).”**

## SECTION 609 CURB

609.02 Materials Revise the paragraph beginning “The Contractor shall submit a concrete mix...” so that it reads:

**“The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill.”**

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

**“609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections”**

Revise the last paragraph beginning with “The Contractor may elect...” so that it reads:

**“The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department’s Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail.”**

## SECTION 610

### STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:  
**“Stone Ditch Protection 703.29”**

## SECTION 618

### SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: “Mulch for Seeding Method Number 1 shall only be cellulosic fiber mulch Section 619.04 (b) or straw mulch Section 619.04 (a).”

## SECTION 619

### MULCH

619.03 General Amend this Section by adding the following sentence to the end: **“Straw mulch shall be used in all wetland areas.”**

## SECTION 626

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

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with “All Concrete for concrete encasement...” and replace it with **“All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

Section 626.031 Conduit Revise the fifth paragraph beginning with “After the trench has been...” by removing the last sentence beginning with “Where concrete encasement...” and replacing it with **“Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department’s Qualified Products List (QPL).”**

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10<sup>th</sup> paragraph beginning with “Before placing concrete, the required elbows...” by removing **“...in accordance with Standard Specification 633.”**

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads:  
**“Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061.”**

## SECTION 627 PAVEMENT MARKINGS

627.06 Application Revise this subsection by replacing the paragraph beginning with “ On other final pavement markings...” with the following:

**“On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.**

**Painted lines and markings shall be applied in accordance with the manufacturer’s published recommendations. These recommendations will be supplied to the Resident prior to installation.”**

Revise this subsection by replacing the paragraph beginning with “ If the final reflectivity values are less...” with the following:

**The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.**

**If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.**

## SECTION 637 DUST CONTROL

**Revise this section by removing it in its entirety.**

## SECTION 643 TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

**“MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

**Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”**

643.09 Service Connection Revise this subsection by removing the paragraph that begins with “Traffic signal services shall have...”.

And by removing the paragraphs beginning with “ A service ground rod shall be installed...” and “A total of 4, 10’ service...” and replace them with **“A total of 4, 10’ service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet”**.

## SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words **”and foundation”** from the 5<sup>th</sup> sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words **”including the foundation”** .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word **”foundation”** from the second sentence. Add the following sentence to the end of the paragraph **“Conduits, Junction Boxes, and Foundations will be paid for under Section 626.”**

## SECTION 652 MAINTENANCE OF TRAFFIC

Amend this Section by adding the following new subsection:

**“652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

**Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance of causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.**

**Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.**

**Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).**

**Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.”**

652.4 Flaggers Revise the first paragraph of this section so that it reads:

“The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer.”

## SECTION 681

### PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number “**681.10**” in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

## SECTION 701

### STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding “**or Type 1L Portland Limestone cement**” so that it reads:

“**A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed.**”

SECTION 703  
**AGGREGATES**

Add the following to Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the 3/8 inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
	A	AA	S	LATEX
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	3/4 inch	1 1/2 inch	1/2 inch
2 inch			100	
1 1/2 inch	100		95-100	
1 inch	95-100	100	-	
3/4 inch	-	90-100	35-70	100
1/2 inch	25-60	-	-	90-100
3/8 inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

703.0201 Alkali Silica Reactive Aggregates All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

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

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

- a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295
- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
- c. Densified Silica Fume meeting the requirements of AASHTO M 307
- d. Lithium-based admixtures
- e. Metakaolin

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

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the  $\frac{1}{2}$  inch 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.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
½ inch	45-70	35-75
¼ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type C
4 inches	100
3 inches	90-100
2 inches	75-100
1 inch	50-80
½ inch	30-60
No. 4	15-40
No. 200	0-6.0

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E
½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½” square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

<b>Classification</b>	<b>Maximum RAP Percentage Allowed</b>	<b>Asphalt content standard deviation</b>	<b>Percent passing 0.075 mm sieve standard deviation</b>	<b>Percent passing 0.075 mm sieve / asphalt content ratio</b>	<b>Residual aggregate M-D loss value</b>
<b>Class III</b>	<b>10%</b>	<b>≤ 1.0</b>	<b>N/A</b>	<b>≤ 4.0</b>	<b>≤ 18</b>
<b>Class II</b>	<b>20%</b>	<b>≤ 0.5</b>	<b>≤ 1.0</b>	<b>≤ 2.8</b>	
<b>Class I</b>	<b>30%</b>	<b>≤ 0.3</b>	<b>≤ 0.5</b>	<b>≤ 1.8</b>	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

<b>Classification</b>	<b>Asphalt content (compared to aim)</b>	<b>Percent passing 0.075 mm sieve (compared to aim)</b>
<b>Class III</b>	<b>± 1.5</b>	<b>± 2.0</b>
<b>Class II</b>	<b>± 1.0</b>	<b>± 1.5</b>
<b>Class I</b>	<b>± 0.5</b>	<b>± 0.7</b>

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

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

## SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Remove the second paragraph of Section 709.01 of the standard specification beginning with “Low-Carbon, Chromium,...” and replace with the following:

**“ Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. “**

## SECTION 710 FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

“Wood posts shall be of cedar, white oak, or tamarack or other AWPAs approved species, of the diameter or section and length shown on the plans.”

Remove the fourth paragraph which starts “ That portion of wood posts...”.

Revise the paragraph beginning with “Braces shall be of spruce, eastern hemlock ... so that it now reads:

“Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPAs approved species, or spruce, cedar, tamarack or other AWPAs approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and AWPAs U1, UC4A Commodity Specification B: Posts. “

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

“a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPAs approved species.”

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPAs U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing “AASHTO M 298” with “ASTM B695”

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

**“Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions.”**

Revise this section by changing the letter “b” of ASTM C1611 of the Concrete Testing subsection so that it reads:

**“b. Air content shall be 5.0% to 8.0%.”**

## SECTION 713 STRUCTURAL STEEL AND RELATED MATERIAL

### **Section 713.02 High Strength Bolts**

Revise the second sentence of this subsection so that it reads “**Nuts shall meet the requirement of ASTM A563**”. Revise the third sentence of this subsection so that it reads “**Circular and beveled washers shall conform to the requirement of ASTM F436**”.

## SECTION 718 TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with “All trunions, brackets and...” by adding “**For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.**” to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with LED light panels...” on or about page 7-66 with “**The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet. A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors.**”

Revise this subsection by replacing the paragraph beginning with “The cabinet shall be supplied with a generator panel ...” on or about page 7-68 with:

**“The cabinet shall be supplied with a generator panel. The generator panel shall consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36” above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. “**

Revise this subsection by removing the following from the paragraph beginning with “The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch ...” on or about page 7-69: **“(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)”**.

Revise this subsection by replacing the following in the paragraph beginning with “The Contractor shall reconfigure the default user name...” on or around page 7-70; “MaineDOT IT” with **“MaineDOT Traffic Division”**.

In the paragraph beginning with “Tests shall be conducted by the contractor...” on or around page 7-73, amend this subsection by removing **“in the state of Maine and”** after “The facility shall be”.

Amend this Section by adding the following subsection:

**718.13 Field Monitoring Unit (FMU)** This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT’s cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

MATERIALS: The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.

2. The FMU shall conform to the following requirements:
  - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
  - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
  - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
  - 2.4 The FMU shall be wired directly to the ATC cabinet.
  - 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
    - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
  - 2.6 The FMU shall incorporate an integrated GPS and cell modem.
  - 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.
  - 2.8 The FMU shall be powered via a standard 120V input power.
  - 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
  - 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
  - 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.

- 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.
- 2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.
- 2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.
- 2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.
- 2.16 The FMU shall include weather proof antennas.

### **3. Map Display FMU Management Software**

- 3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.
- 3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.
- 3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.
- 3.4 The icons shall change to be able to clearly indicate if an intersection is offline.

3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.

3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.

3.7 The map view shall have the ability to show Google traffic overlays on the map.

#### 4. **Intersection Detail Display FMU Management Software**

4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:

4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).

4.1.2 The time since the last communication with the device

4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)

4.1.3.1 The AC mains voltage (value)

4.1.3.2 The battery back-up voltage (value)

4.1.3.3 The cabinet temperature (value)

4.1.3.4 The cabinet humidity (value)

4.1.3.5 The presence of AC power (OK or Fail)

4.1.3.6 The flashing status of the intersection (OK or Flashing)

4.1.3.7 Stop Time status (OK or Stop Time Active)

4.1.3.8 The cabinet door status (Open or Closed)

4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

4.1.4.1 The AC mains voltage

4.1.4.2 The battery back-up voltage

4.1.4.3 The cabinet temperature

4.1.4.4 The cabinet humidity

## **5. Diagnostics and Log Display FMU Management Software**

- 5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.
- 5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.
- 5.3 It shall be possible to print these selected logs to a local printer or a PDF file.
- 5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

## **6. Alarms FMU Management Software**

- 6.1 The FMU management software shall have a comprehensive alarm generation capability
- 6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.
- 6.3 Alarms shall be configurable to be of Low, High or Critical Priority.
- 6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.
- 6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

## **7. Alerts FMU Management Software**

- 7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.
- 7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.
- 7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.
- 7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

## 8. **Hosting and Connectivity and Service FMU / FMU Management Software**

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

- 8.1.1 Cellular Connectivity
- 8.1.2 No cellular overage charges
- 8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement
- 8.1.4 Over-the-air software updates
- 8.1.5 Over-the-air security updates
- 8.1.6 Future Connected Vehicles Service

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

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPAs approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with “When pressure treated...” so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPAs Standard U1, UC4A, Commodity Specification A: Sawn Products.