

**NORTH YARMOUTH ACADEMY GRANT  
TWP**

**ROUTE 2**

**CULVERT REPLACEMENTS**

**WIN 028331.00A, 028337.00A, 028339.00A,  
028635.00A**

**2023**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should 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 Agreement, Offer & Award form, e) a Bid Guaranty, f) the completed Contractor Information Sheet, and g) 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.
  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. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN:

Towns:

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

WIN:

Towns:

Date of Bid Opening:

Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent to directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

If a paper Bid is to be hand carried, deliver directly to the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/contact>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

WIN:

Towns:

Date of Bid Opening:

Name of Contractor:

*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 David Oakes at [david.oakes@maine.gov](mailto:david.oakes@maine.gov).**

**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>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

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

## 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 **Culvert Replacements** in the Town of **North Yarmouth Academy Grant TWP**” 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 **October 4, 2023**, and at that time and place, publicly opened and read. Bids will be accepted from all bidders. **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. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 028331.00A, 028337.00A, 028339.00A, & 028635.00A

Location: In Aroostook County, project is located on Route 2 in the township North Yarmouth Academy Grant TWP

Outline of Work: Culvert Replacements 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, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** 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 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, plans, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be purchased from the Department between the hours of 7:00 a.m. to 3:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Bid Book \$10 (\$13 by mail), all non-refundable.

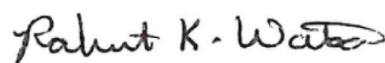
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier’s check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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. *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  
September 13, 2023



ROBERT K. WATSON  
REGION MANAGER  
NORTHERN - REGION 5  
BUREAU OF MAINTENANCE & OPERATIONS

**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)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 028331.00A

Project(s): 028331.00A, 028337.00A,  
028339.00A, 028635.00A

SECTION: 1 PROJECT 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	603.1990 24 INCH CULVERT PIPE OPTION III WIN 028331.00A PIPE 4	1.000 EA	_____	_____	_____	_____
0020	603.1990 24 INCH CULVERT PIPE OPTION III WIN 028337.00A PIPE 2	1.000 EA	_____	_____	_____	_____
0030	603.1990 24 INCH CULVERT PIPE OPTION III WIN 028339.00A PIPE 3	1.000 EA	_____	_____	_____	_____
0040	603.2090 30 INCH CULVERT PIPE OPTION III WIN 028635.00A PIPE 1	1.000 EA	_____	_____	_____	_____
<b>Section: 1</b>			<b>Total:</b>		_____	_____
			<b>Total Bid:</b>		_____	_____

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
(Print Bidder's Name and Title)

## 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 \_\_\_\_\_ (Contractor) 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 028331.00A, 028337.00A, 028339.00A, 028635.00A for Culvert Replacements in the Township of North Yarmouth Academy Grant, County of Aroostook, Maine**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 28, 2024**. 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 028331.00A, 028337.00A, 028339.00A, 028635.00A for Culvert Replacements in the Township of North Yarmouth Academy Grant, 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 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: Robert K. Watson  
Region Manager  
Northern – Region 5  
Bureau of Maintenance & Operations

## 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 \_\_\_\_\_ (Contractor) 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 028331.00A, 028337.00A, 028339.00A, 028635.00A for Culvert Replacements in the Township of North Yarmouth Academy Grant, County of Aroostook, Maine**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### B. **Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 28, 2024**. 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 028331.00A, 028337.00A, 028339.00A, 028635.00A for Culvert Replacements in the Township of North Yarmouth Academy Grant, 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 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: Robert K. Watson  
Region Manager  
Northern – Region 5  
Bureau of Maintenance & Operations

## 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)** **(Contractor)**  
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, **WIN 12345.00**, 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, 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           (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, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**WIN 012345.00 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, 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: 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
**(Print Date here)**  
Date

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

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

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

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

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

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

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

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....  
.....  
.....

ADDRESS .....  
.....  
.....

TELEPHONE.....

.....

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

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **in the State of** \_\_\_\_\_, as principal,  
and.....

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 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**

<u>Occupational Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
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.

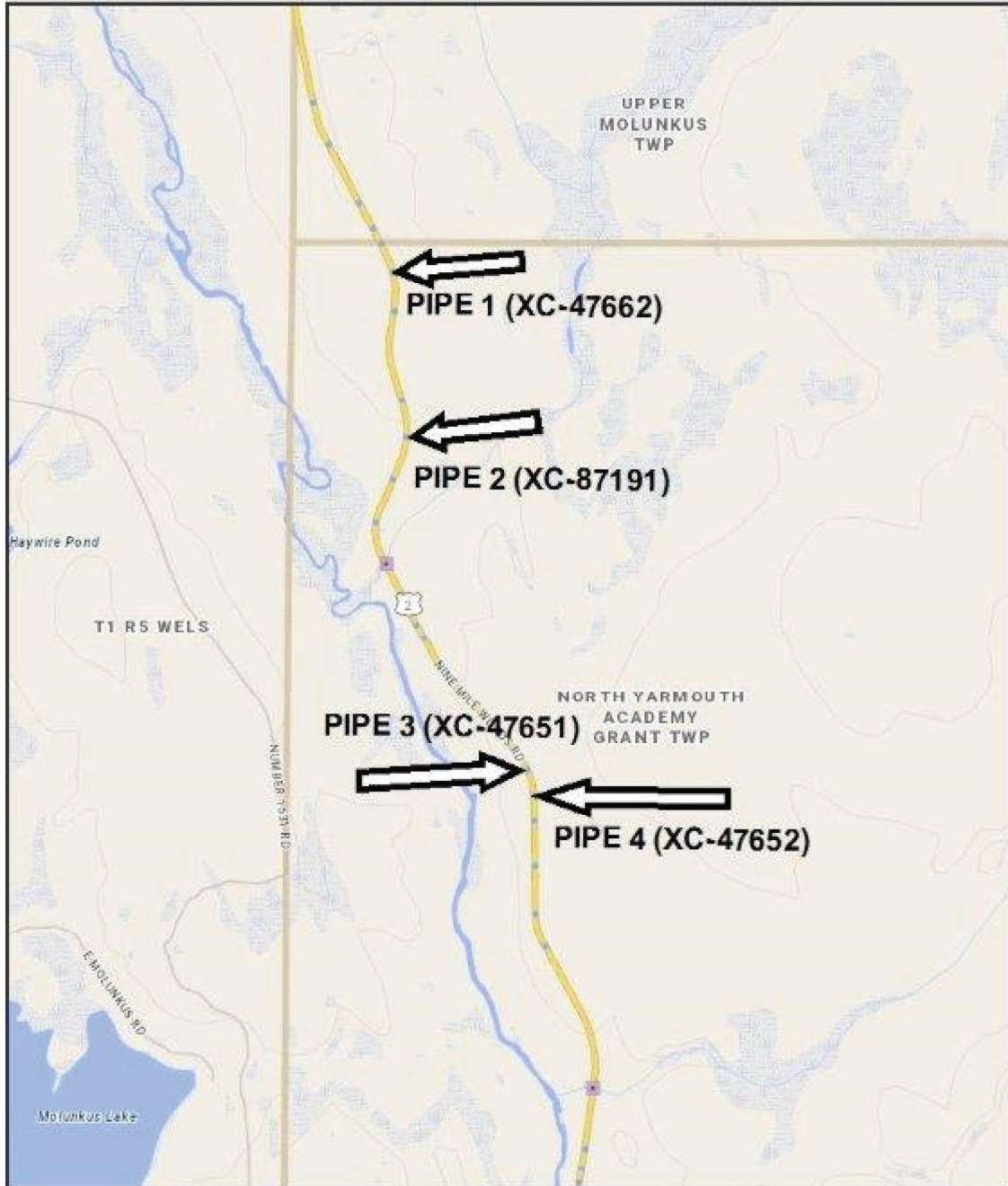
Appeal – Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates.

A true copy

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

Expiration Date: 12-31-2023

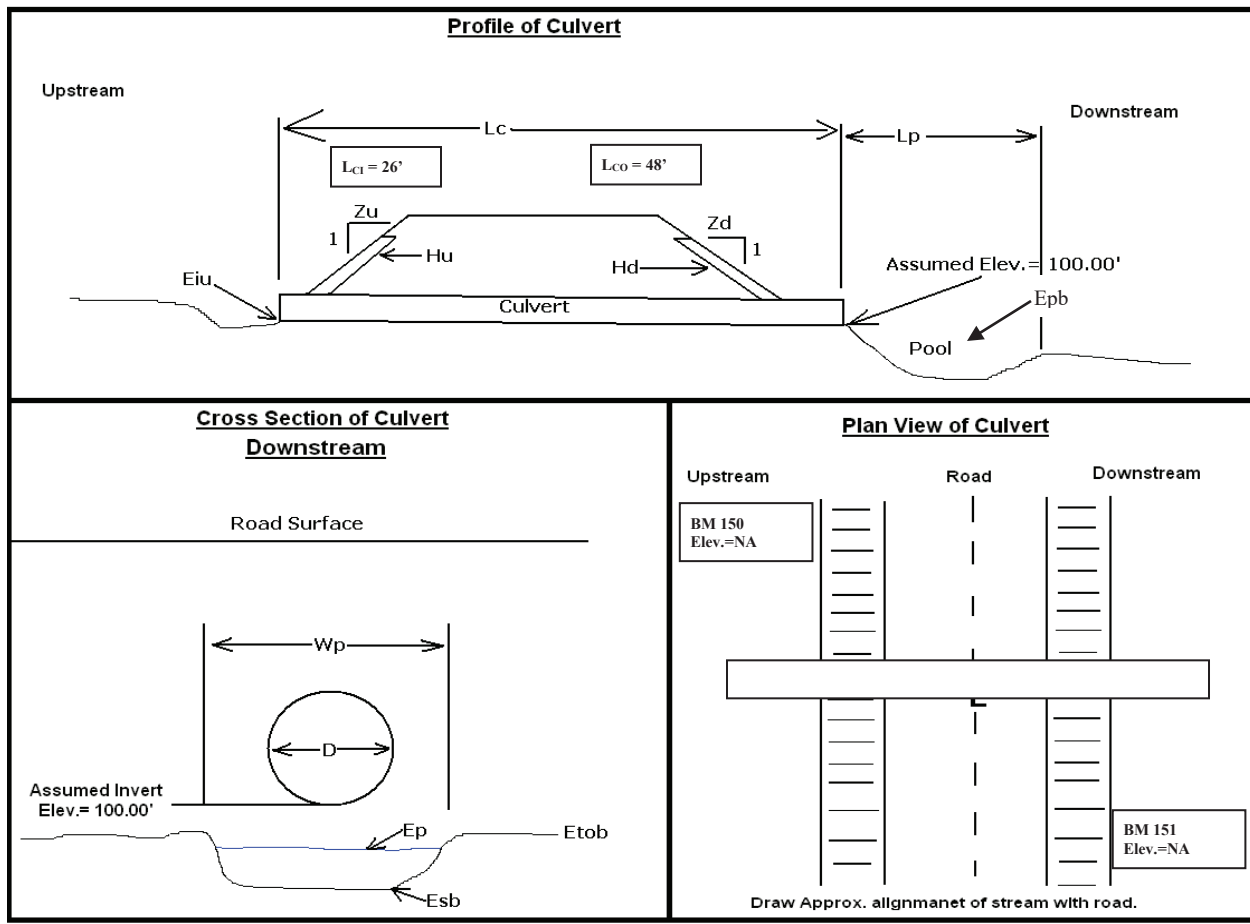
# NORTH YARMOUTH ACADEMY GRANT TWP



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.5 Miles  
1 inch = 0.57 miles

Date: 1/10/2023  
Time: 1:06:43 PM



All Dimensions in Feet		Existing	Proposed		Existing	Proposed
$L_c$	Length of Culvert	74'	74'	$E_{sb}$	Elev. of Streambed one pipe diameter DS	100.00'
$L_{CI}$	Length (CL to Inlet)	26'	30'	$E_r$	Elev. of Road CL	111.68'
$L_{CO}$	Length (CL to Outlet)	48'	43'	$E_{tob}$	Elev. Top of Bank (DS)	98.60'
$L_p$	Length of Pool	NA		$H_u^*$	Headwall Treatment (US)	V
$W_p$	Width of pool	NA		$H_d^*$	Headwall Treatment (DS)	V
$E_{iu}$	Elev. of Invert (US)	105.70'	105.9'	$E_{pb}$	Pushbar elevation	NA
$E_{id}$	Elev. of Invert (DS)	100.00'	100.4'	$Z_u$	Slope Value (US)	3:1
$E_p$	Elevation of Water (DS Pool)	99.36'		$Z_d$	Slope Value (DS)	2:1

Elevation of lowest downstream invert is assumed to be 100.00' and all other elevations are relative to it.

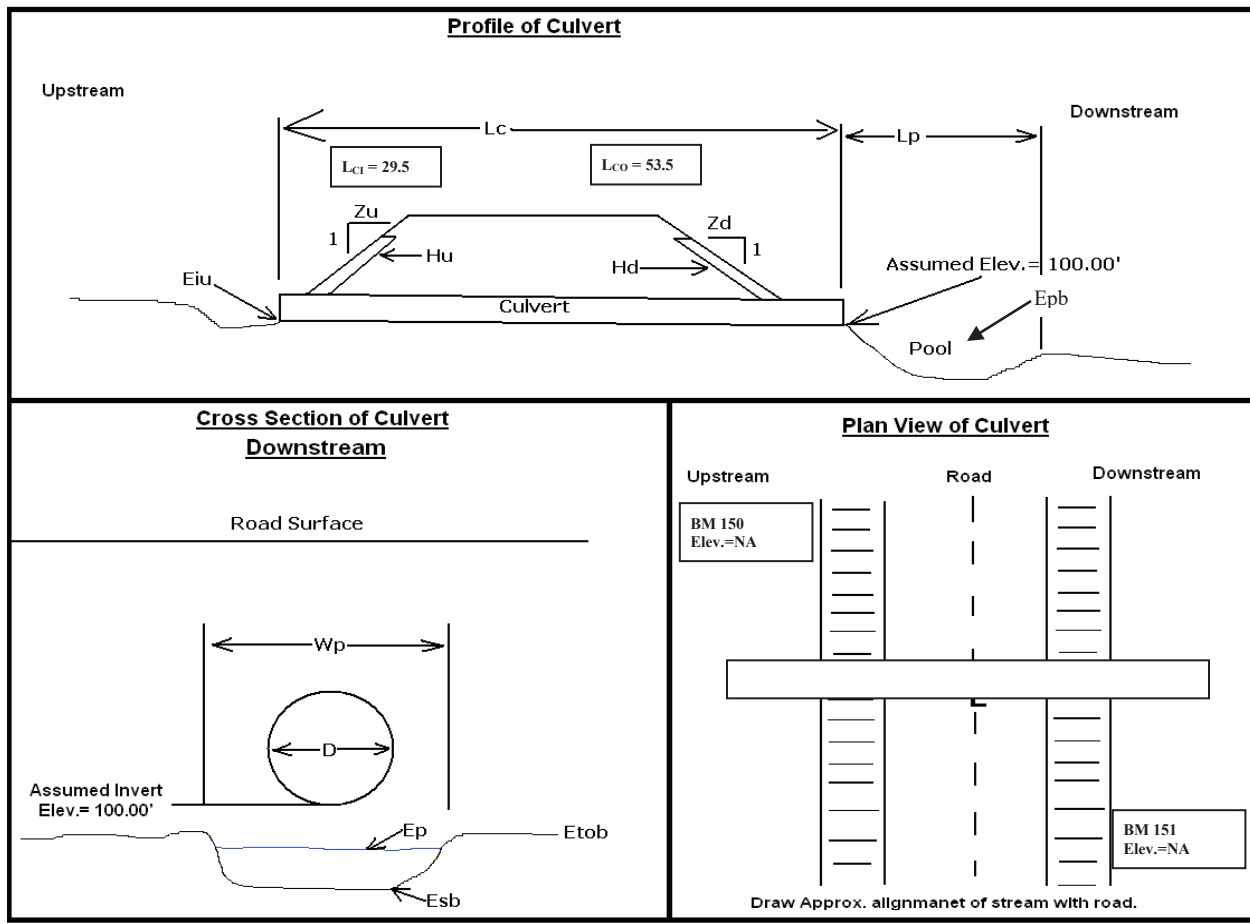
\* Types of Headwall Treatments: RR (Rip Rap), CC (Concrete), SB (Stone Block), V (Vegetation)

All Dimensions in Feet	(EXISTING)			(PROPOSED)		
	Pipe 1	Pipe 2	Pipe 3	Pipe 1	Pipe 2	Pipe 3
$D$	Diameter of Pipe	18"		24"		
$P_t$	Type of Pipe*	CMP		PCCMP		
$P_s$	Shape of Pipe**	ROUND		Round		

\* Types of Pipes: RCP (Reinforced Concrete), CMP (Corrugated Metal), HDPE (High density Polyethylene), PA (Pipe arch), OB (open bottom), SB (Stone box) may enter multiple values

\*\* Shapes of Pipes: Round, Oval (enter horiz. dim.), Box (enter horiz. dim.), Arch (enter horiz. dim.)

Project Name: XC-47652 Investigator's Name: C BELYEA Date: 12-22-22  
 Project PIN: 28331.00 Culvert Location: N 45.69157, W -68.28302



All Dimensions in Feet		Existing	Proposed			Existing	Proposed
$L_c$	Length of Culvert	83'	78'	$E_{sb}$	Elev. of Streambed one pipe diameter DS	99.02'	
$L_{ci}$	Length (CL to Inlet)	29.5'	29.5'	$E_r$	Elev. of Road CL	112.78'	
$L_{co}$	Length (CL to Outlet)	53.5'	48.5'	$E_{tob}$	Elev. Top of Bank (DS)	99.78'	
$L_p$	Length of Pool	NA		$H_u^*$	Headwall Treatment (US)	V	
$W_p$	Width of pool	NA		$H_d^*$	Headwall Treatment (DS)	V	
$E_{iu}$	Elev. of Invert (US)	104.21'	104.2'	$E_{pb}$	Pushbar elevation	NA	
$E_{id}$	Elev. of Invert (DS)	100.00'	100.2'	$Z_u$	Slope Value (US)	2:1	
$E_p$	Elevation of Water (DS Pool)	99.28'		$Z_d$	Slope Value (DS)	2:1	

Elevation of lowest downstream invert is assumed to be 100.00' and all other elevations are relative to it.

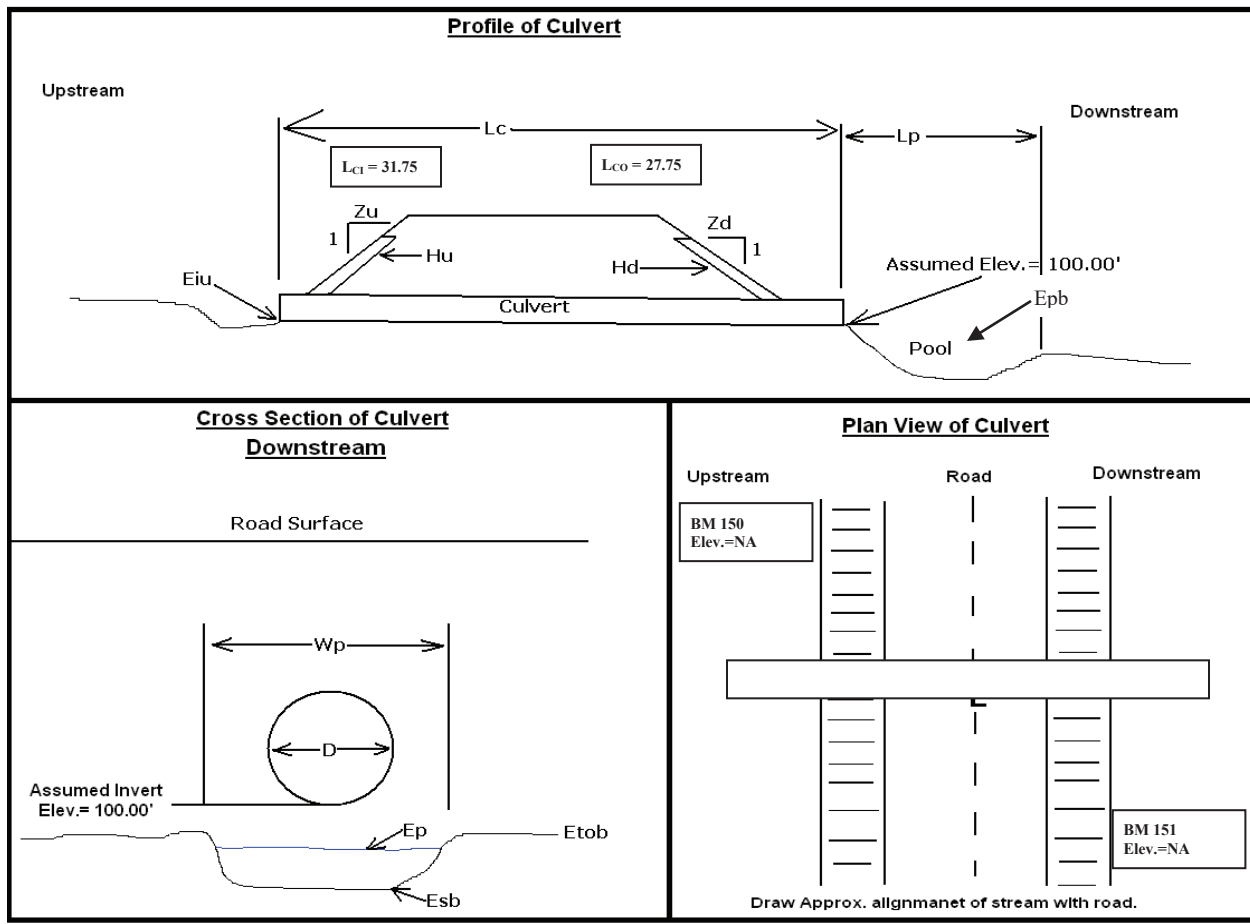
\* Types of Headwall Treatments: RR (Rip Rap), CC (Concrete), SB (Stone Block), V (Vegetation)

All Dimensions in Feet	(EXISTING)			(PROPOSED)		
	Pipe 1	Pipe 2	Pipe 3	Pipe 1	Pipe 2	Pipe 3
$D$	Diameter of Pipe	18"		24"		
$P_t$	Type of Pipe*	CMP		PCCMP		
$P_s$	Shape of Pipe**	ROUND		Round		

\* Types of Pipes: RCP (Reinforced Concrete), CMP (Corrugated Metal), HDPE (High density Polyethylene), PA (Pipe arch), OB (open bottom), SB (Stone box) may enter multiple values

\*\* Shapes of Pipes: Round, Oval (enter horiz. dim.), Box (enter horiz. dim.), Arch (enter horiz. dim.)

Project Name: XC-47662 Investigator's Name: C BELYEA Date: 12-22-22  
 Project PIN: 28635.00 Culvert Location: N 45.71554, W -68.29226



All Dimensions in Feet		Existing	Proposed		Existing	Proposed
$L_c$	Length of Culvert	59.5'	50'	$E_{sb}$	Elev. of Streambed one pipe diameter DS	100.25'
$L_{CI}$	Length (CL to Inlet)	31.75	25.5'	$E_r$	Elev. of Road CL	104.89'
$L_{CO}$	Length (CL to Outlet)	27.75	24.5'	$E_{tob}$	Elev. Top of Bank (DS)	100.18'
$L_p$	Length of Pool	NA		$H_u^*$	Headwall Treatment (US)	V
$W_p$	Width of pool	NA		$H_d^*$	Headwall Treatment (DS)	V
$E_{iu}$	Elev. of Invert (US)	101.82'	101.8'	$E_{pb}$	Pushbar elevation	NA
$E_{id}$	Elev. of Invert (DS)	100.00'	100.1'	$Z_u$	Slope Value (US)	3:1
$E_p$	Elevation of Water (DS Pool)	99.85'		$Z_d$	Slope Value (DS)	3:1

Elevation of lowest downstream invert is assumed to be 100.00' and all other elevations are relative to it.

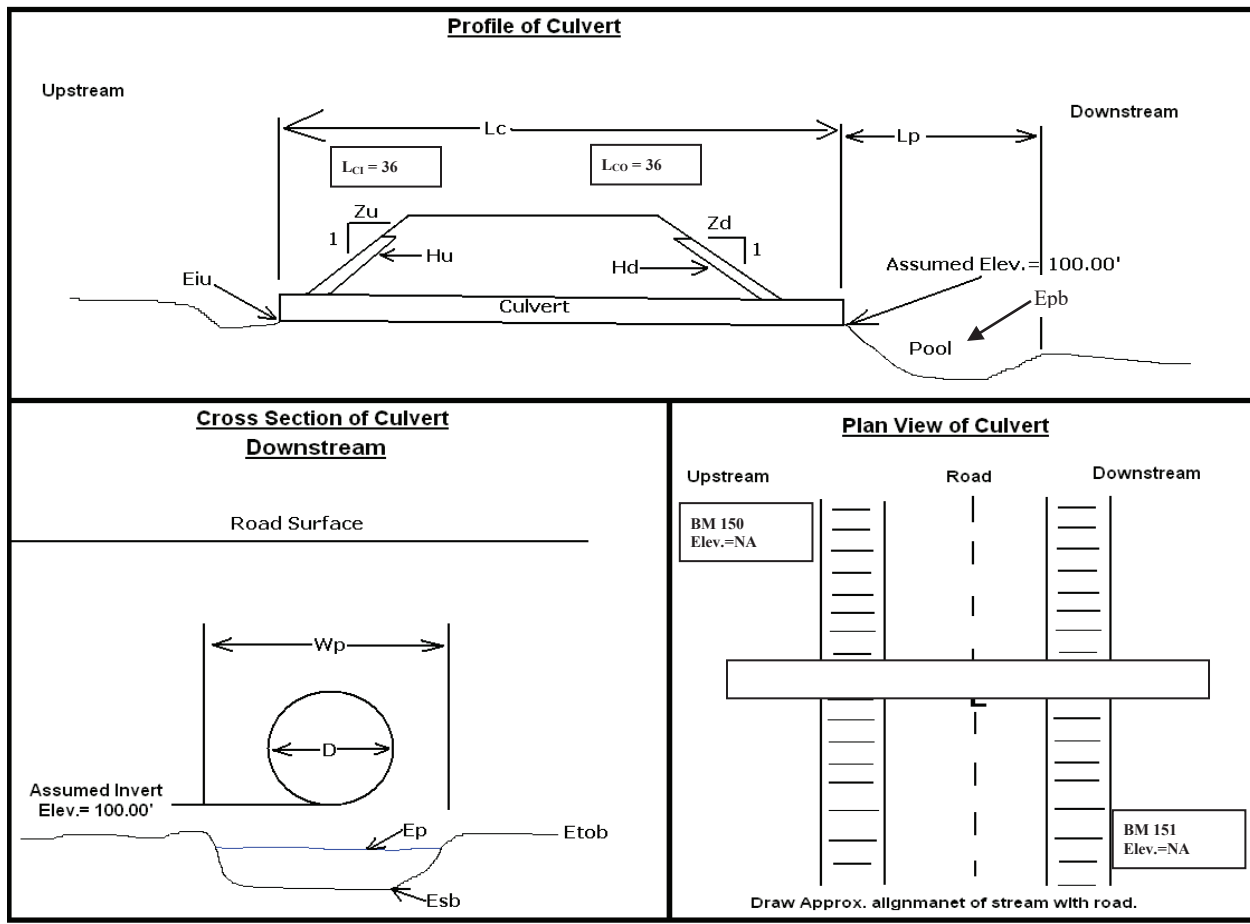
\* Types of Headwall Treatments: RR (Rip Rap), CC (Concrete), SB (Stone Block), V (Vegetation)

All Dimensions in Feet	(EXISTING)			(PROPOSED)		
	Pipe 1	Pipe 2	Pipe 3	Pipe 1	Pipe 2	Pipe 3
$D$	Diameter of Pipe	24"		30"		
$P_t$	Type of Pipe*	CMP		PCCMP		
$P_s$	Shape of Pipe**	ROUND		Round		

\* Types of Pipes: RCP (Reinforced Concrete), CMP (Corrugated Metal), HDPE (High density Polyethylene), PA (Pipe arch), OB (open bottom), SB (Stone box) may enter multiple values

\*\* Shapes of Pipes: Round, Oval (enter horiz. dim.), Box (enter horiz. dim.), Arch (enter horiz. dim.)

Project Name: XC-87191 Investigator's Name: C BELYEA Date: 12-22-22  
 Project PIN: 28337.00 Culvert Location: N 45.70798, W -68.29134



All Dimensions in Feet		Existing	Proposed			Existing	Proposed
$L_c$	Length of Culvert	72'	64'	$E_{sb}$	Elev. of Streambed one pipe diameter DS	100.00'	
$L_{CI}$	Length (CL to Inlet)	36'	33'	$E_r$	Elev. of Road CL	107.24'	
$L_{CO}$	Length (CL to Outlet)	36'	31'	$E_{tob}$	Elev. Top of Bank (DS)	101.50'	
$L_p$	Length of Pool	NA		$H_u^*$	Headwall Treatment (US)	V	
$W_p$	Width of pool	NA		$H_d^*$	Headwall Treatment (DS)	V	
$E_{iu}$	Elev. of Invert (US)	101.14'	101.1'	$E_{pb}$	Pushbar elevation	NA	
$E_{id}$	Elev. of Invert (DS)	100.00'	100.5'	$Z_u$	Slope Value (US)	1:1	
$E_p$	Elevation of Water (DS Pool)	101.00'		$Z_d$	Slope Value (DS)	4:1	

Elevation of lowest downstream invert is assumed to be 100.00' and all other elevations are relative to it.

\* Types of Headwall Treatments: RR (Rip Rap), CC (Concrete), SB (Stone Block), V (Vegetation)

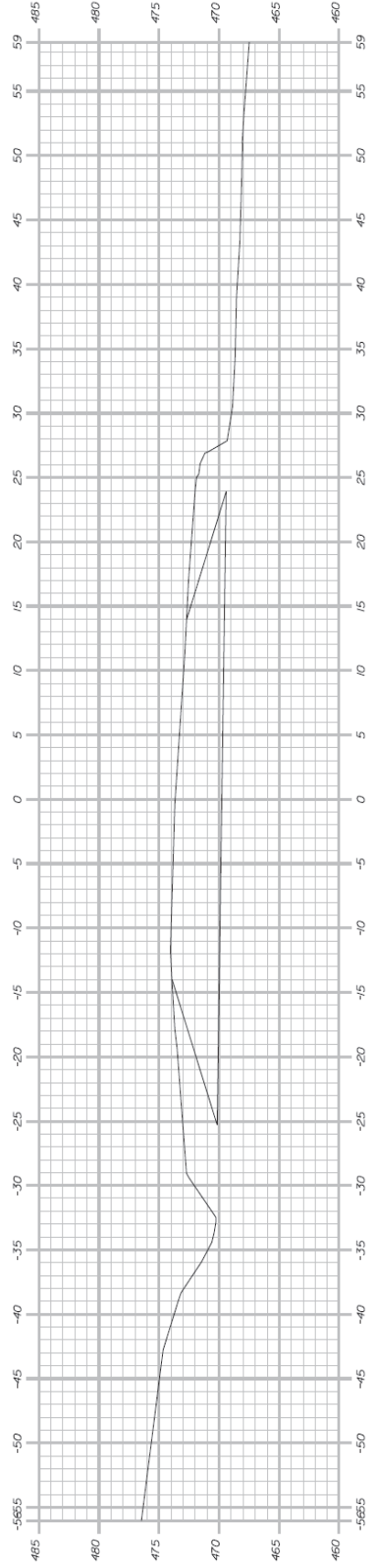
All Dimensions in Feet	(EXISTING)			(PROPOSED)		
	Pipe 1	Pipe 2	Pipe 3	Pipe 1	Pipe 2	Pipe 3
$D$	Diameter of Pipe	18"		24"		
$P_t$	Type of Pipe*	CMP		PCCMP		
$P_s$	Shape of Pipe**	ROUND		Round		

\* Types of Pipes: RCP (Reinforced Concrete), CMP (Corrugated Metal), HDPE (High density Polyethylene), PA (Pipe arch), OB (open bottom), SB (Stone box) may enter multiple values

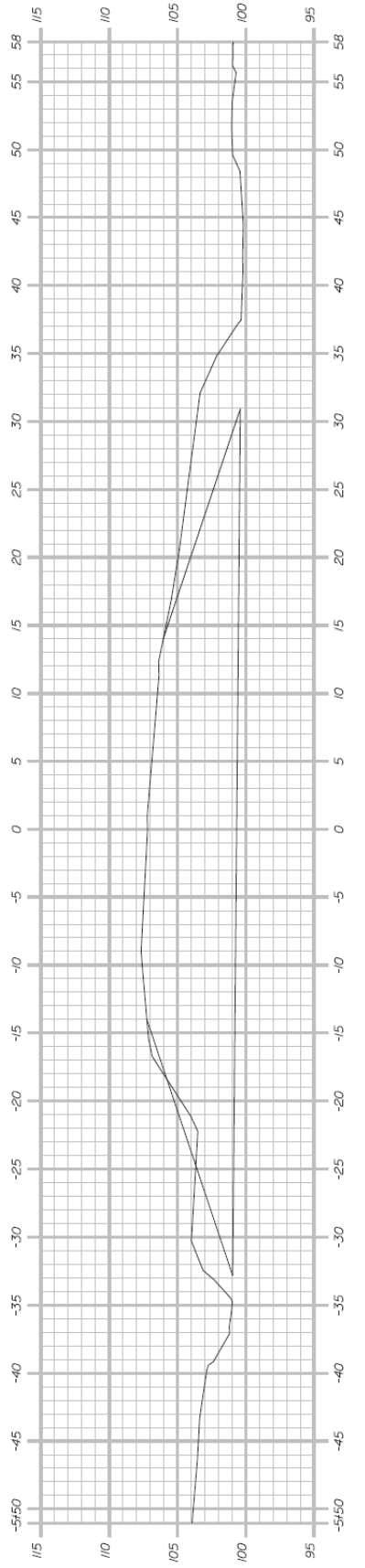
\*\* Shapes of Pipes: Round, Oval (enter horiz. dim.), Box (enter horiz. dim.), Arch (enter horiz. dim.)

Note: ACOE Sheets all use Downstream Invert as 100.00' Elevation. These sections are based on datum where 100.00 = the elevation of the Downstream invert shown on them.

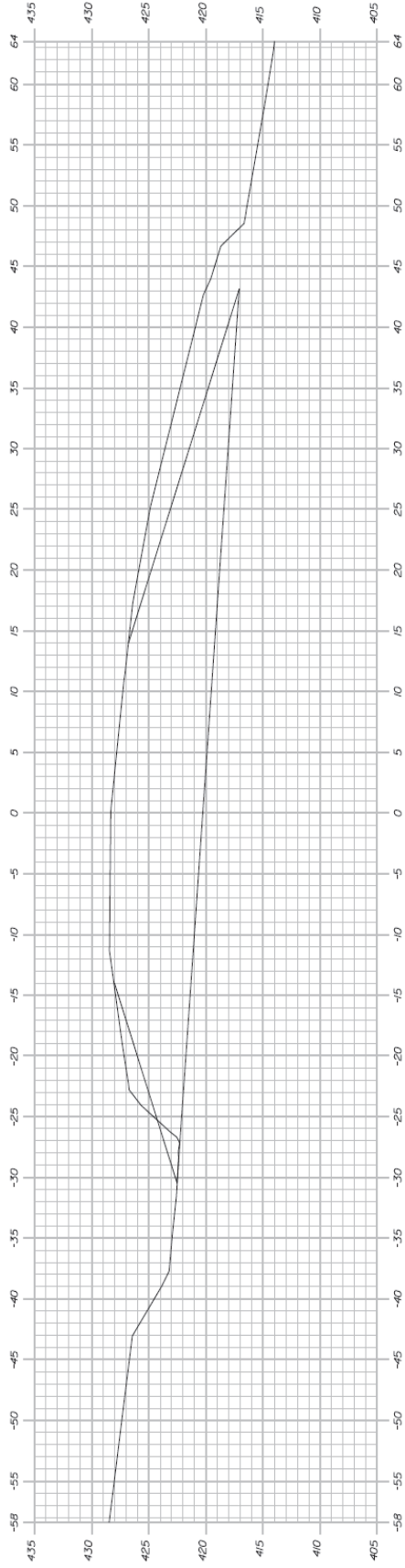
Pipe 1 (XC-47662) 100.00 = 468.77 elevation



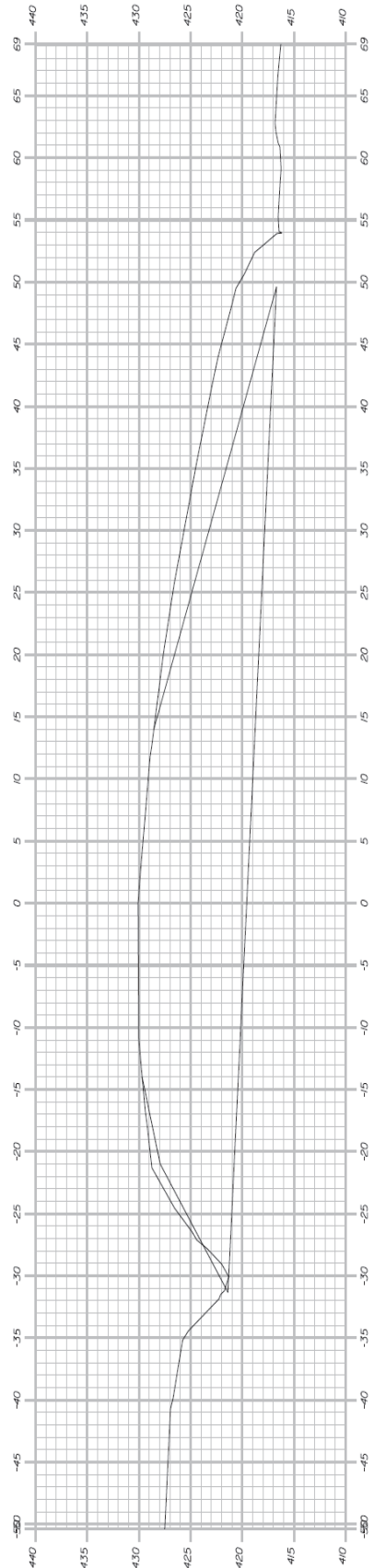
Pipe 2 (XC-87191) 100.00 = 100.00 elevation



Pipe 3 (XC-47651) 100.00 = 416.65 elevation



Pipe 4 (XC-47652) 100.00 = 417.30 elevation



## Construction Notes

**ITEM 603.2090 30 INCH CULVERT PIPE OPTION III PIPE 1 WIN#028635.00 (XC-47662)**

Located in North Yarmouth Academy Grant TWP on Route 2 GPS coordinates N 45.71554,  
 W -68.29226

Existing: 24" x 59.5" CMP Centerline Elevation = 104.89'

Proposed: 30" x 50' Option III Poly Coated CMP

Inlet Side Existing	Outlet Side Existing
Inlet 31.75' Left of Centerline at Elev. 101.82'	Outlet 27.75' Right of Centerline at Elev. 100.00'
Inlet Side Proposed	Outlet Side Proposed
Inlet 25.5' Left of Centerline at Elev. 101.80'	Outlet 24.50' Right of Centerline at Elev. 100.01'

- Removing up to eight (8) trees over pipe and around outlet.

**ITEM 603.1990 24 INCH CULVERT PIPE OPTION III PIPE 2 WIN#028337.00 (XC-87191)**

Located in North Yarmouth Academy Grant TWP on Route 2 GPS coordinates N 45.70798,  
 W -68.29134

Existing: 18" x 72' CMP Centerline Elevation = 107.24'

Proposed: 24" x 64' Option III Poly Coated CMP

Inlet Side Existing	Outlet Side Existing
Inlet 36' Left of Centerline at Elev. 101.14'	Outlet 36' Right of Centerline at Elev. 100.00'
Inlet Side Proposed	Outlet Side Proposed
Inlet 33' Left of Centerline at Elev. 101.10'	Outlet 31' Right of Centerline at Elev. 100.50'

- Removing up to ten (10) trees over pipe and around outlet.

**ITEM 603.1990 24 INCH CULVERT PIPE OPTION III PIPE 3 WIN#028339.00 (XC-47651)**

Located in North Yarmouth Academy Grant TWP on Route 2 GPS coordinates N 45.69274,  
 W -68.28346

Existing: 18" x 74' CMP Centerline Elevation = 111.68'

Proposed: 24" x 74' Option III Poly Coated CMP

Inlet Side Existing	Outlet Side Existing
Inlet 26' Left of Centerline at Elev. 105.70'	Outlet 48' Right of Centerline at Elev. 100.00'
Inlet Side Proposed	Outlet Side Proposed
Inlet 30' Left of Centerline at Elev. 105.90'	Outlet 43' Right of Centerline at Elev. 100.40'

- Removing up to six (6) trees over pipe and around outlet.
- This is **in-stream** location and is subject to all restrictions of Special Provision Section 105 Environmental Requirements. **This is an instream location, and the Contractor shall maintain downstream flow conditions as required by Special Provision 105 Environmental Requirements. The Contractor shall use cofferdams. Sandbags are allowed.**

**ITEM 603.1990 24 INCH CULVERT PIPE OPTION III PIPE 4 WIN#028331.00 (XC-47652)**

Located in North Yarmouth Academy Grant TWP on Route 2 GPS coordinates N 45.69157,  
 W -68.28302

Existing: 18" x 83' CMP Centerline Elevation = 112.78'

Proposed: 24" 78' Option III Poly Coated CMP

Inlet Side Existing	Outlet Side Existing
Inlet 26' Left of Centerline at Elev. 105.70'	Outlet 48' Right of Centerline at Elev. 100.00'
Inlet Side Proposed	Outlet Side Proposed
Inlet 30' Left of Centerline at Elev. 105.90'	Outlet 43' Right of Centerline at Elev. 100.40'

- Removing up to sixteen (16) trees over pipe and around outlet.
- This is **in-stream** location and is subject to all restrictions of Special Provision Section 105 Environmental Requirements. **This is an instream location, and the Contractor shall maintain downstream flow conditions as required by Special Provision 105 Environmental Requirements. The Contractor shall use cofferdams. Sandbags are allowed.**

**Notes:**

- Inslope down to center of new pipe shall be done at a 3:1 slope on Inlet and Outlet as directed and no more than 30' in either direction.
- No HDPE will not be allowed.
- Contractor shall handle and pump water such that the stream is always flowing, and no dirty water leaves the site.
- All culvert pipe trenches shall have a depth of 5" hot mix asphalt placed as directed in multiple lifts not to exceed 2.5". The gradation shall be a 9.5 mm or 12.5 mm mix.
- No riprap or other fill shall be placed below the high water mark.
- No less than 8 feet of pipe will be allowed to be installed on the ends of the pipe run.
- The Contractor shall seed and mulch disturbed soil daily. The Contractor may seed and mulch by hand.

## GENERAL NOTES

1. The Contractor shall place the new culvert pipes to the elevations and offsets given in the Construction Notes unless otherwise directed by the Department.
2. Any necessary cleaning of the pavement caused by replacement of the culvert pipe shall be incidental to the Contract.
3. Any damage to the pavement or slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment, and materials required to make repairs shall be at the Contractor's expense.
4. The Contractor is responsible for following dig safe requirements and for communicating with and coordinating with any applicable utilities.
5. Contractor shall not backfill until the inspector/resident is present.
6. When compacting, the entire length of the trench will be compacted including the shoulder/inslope of the road.
7. All work shall be done in accordance with the current Maine Department of Transportation's Best Management Practices for Erosion Control and Sedimentation Control. All water shall be handled so no dirty water will be leaving the sight.
8. The Contractor shall coordinate with MaineDOT throughout the duration of the project on schedule, issues, and MaineDOT's expectations and other project related matters.
9. No separate payment will be made for superintendent or foreman for supervising the work. This will be considered incidental to the Contract.
10. All waste materials shall be disposed offsite. The Contractor is responsible for finding these disposal areas.
11. "Undetermined Location" shall be determined by the Department.

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

SPECIAL PROVISION  
SECTION 103  
AWARD AND CONTRACTING  
(Post-Bid, Pre-Award Qualifications)

Standard Specification Section 103.3 Post-Bid Qualification Delete the entire section and replace with the following:

After Bid Opening and as a condition for Award of the Contract, the lowest responsive bidder must either be prequalified for the Highway Construction category by the Maine Department of Transportation or the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the bidder is responsible, meets the Contractor Requirements set forth in this contract, and is qualified to perform the Work.

If such qualification is required, the Department will provide the Bidder with a written Notice of Post-Bid Qualifications requiring the Bidder to provide written documentation presenting evidence of qualifications.

Contractor Requirements

In order to be considered for the award of this contract, the Bidder and key employees that will be assigned to the Work in this Contract shall have successfully completed projects of similar size and scope and have sufficient experience in Said experience shall include, at a minimum, at least three (3) projects of equal or greater complexity than the work required by this Contract completed by the Bidder in the last five (5) years.

Areas of experience shall include, but are not limited to:

- Installation of culvert pipes
- Work performed in live traffic in accordance to the Manual on Uniform Traffic Control Devices (MUTCD)
- Work performed in or around water bodies in compliance with standards set by the Maine Department of Environmental Protection (MDEP).

The Contractor shall maintain current licenses, authorizations, ratings, and registrations for the duration of the contract.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

The Bidder must have a current, applicable Safety Plan on file with the Department or must submit, prior to Contract award, an acceptable, current Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide any information requested in the “Contractor’s Prequalification Application” form adopted by the Department.

#### Post-bid Qualification Submittals

The Department will notify the Apparent Successful Bidder of the requirements for post-bid, pre-award qualifications and the Bidder shall provide all of the items within seven (7) days of the notice. The Contractor shall submit two copies or an electronic copy of all required submittals to the Department.

The Bidder may be required to submit evidence of compliance with all Contractor Requirements set forth in this Contract.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder and subcontractor(s) who will be performing the Work specified in the contract documents, including a description of similar construction projects completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the Company’s history and experience of work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description of the work performed by the Bidder or their subcontractor; and
5. the total construction cost of each project, and the value of work performed by the Bidder or their subcontractor.

If the Bidder does not have a history of satisfactory performance performing similar Work under contracts with the Department that meets the Contractor Requirements regarding experience, the Bidder may be required to submit written documentation setting forth the experience of the Bidder’s key personnel who will be performing the Work specified in the contract documents, including a description of similar work completed in the last five (5) years that highlight the Bidder’s and subcontractors’ related experience. Such information shall include:

1. the key personnel's experience and number of years performing work related specifically to the Scope of Work in this contract;
2. the name of the owner for whom the work was performed;
3. the name and telephone number of a contact person;
4. a description and value of the work performed by key personnel.

The Bidder may be required to submit the relevant experience of the key personnel and supervisors who will be performing Work under this contract, their experience and number of years performing work related specifically to the Scope of Work in this contract.

The Bidder's submittal may be required to include a statement describing the personnel and equipment available for the Work and demonstrating that the Bidder is able to deliver according to the contract schedule.

If a Bidder has not previously submitted Traffic Control Plans (TCP) and Soil Erosion and Water Pollution Control Plans (SEWPCP) for other Department projects, the Contractor must submit, prior to Contract award, a substantially complete, acceptable, project specific Traffic Control Plan and Soil Erosion and Water Pollution Control Plan.

If the Bidder is to provide any information requested in the "Contractor's Prequalification Application" form adopted by the Department, the Notice of Post-Bid Qualifications shall so state.

If a current, applicable copy of the Contractor's Safety Plan is not on file with the Department, the Contractor must submit, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department in accordance with Special Provision Section 105 Safety Plan. The plan shall identify and addresses job hazards of the expected contract work and comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder may be required to provide its OSHA 300 Log and its Experience Modification Rate provided by applicable insurance carrier.

Upon receipt of the pre-award submittals, the Department will review the submissions and determine if the submitted evidence or information satisfies the Department requirement that the bidder is qualified to properly carry out the terms of the Contract.

The qualifications submitted will be checked for general conformance with the concept of the project and compliance with the requirements set out in the Contract Documents. This review does not modify the Contractor's duty to comply with the Contract documents.

Bidders shall ensure that all information required herein is submitted. Provision of inaccurate information or failure to provide all completed and required information may result in the Bidder being determined to be "Not Qualified" or disqualified as non-responsive. Within 14 days, the Department will review the required submittals for completeness, conformity with Federal and State requirements, Contract provisions, applicable laws and regulations of Occupational Safety and Health Administration (OSHA), the current edition of the MUTCD, and Department policy and procedures. The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement the Contractor's Safety Plan or the Project and Site Specific Safety Plan, the TCP or the SEWPCP in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions and clarifications. The Bidder will have no additional opportunity to submit or clarify information. The Department will not provide an opportunity for the Bidder to meet to present evidence.

A Bidder may be determined to be Qualified in accordance with this Special Provision, and still may need to make minor adjustments to the one or more of the plans submitted in order to meet specifications and/or address Department comments. The determination of qualified does absolve the Contractor of the responsibility to submit plans which comply with applicable specifications.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work. The Contractor may still be required to make minor revisions to one or more of the plans submitted prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of “Not Qualified” is rendered, the notice will set forth reasons to the extent practical. Such reasons may include the following:

- A. Not meeting contract Contractor Requirements
- B. Insufficient experience
- C. No Safety Plan or Project and Site Specific Safety Plan or an unacceptable Safety Plan or Project and Site Specific Safety Plan
- D. Default(s) or termination(s) on past or current Contracts.
- E. Failure to pay or settle all bills for labor, Materials or services on past or current Contracts.
- F. Failure to provide Closeout Documentation on past or current Contracts.
- G. Failure to fulfill warranty obligations on past or current Contracts.
- H. Failure to comply with directives of the Department on past or current Contracts.
- I. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- J. Inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements.
- K. Failure to accept an Award of a Contract made by the Department to the Contractor.
- L. Making materially false, deceptive, or misleading Statements or omissions, whether or not under oath, regarding a claim on prior Contracts or on the Contractor's Prequalification Application or the Post-Bid Qualifications submittals.
- M. Failure to provide information requested by the Department pursuant to this Special Provision.
- N. Any of the reasons contained in Section 102.02 of the “Rules Regarding Debarment of Contractors”, Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).

North Yarmouth Academy Grant TWP  
WIN 028331.00A, 028337.00A,  
028339.00A, 028635.00A  
Culvert Replacement  
August 31, 2023

- O. Debarment or suspension by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies.
- P. Other serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this work. Federal Wages Rates do not apply to this work.

North Yarmouth Academy Grant TWP\_Route #2  
 Existing Culvert Replacements (4 total locations)  
 #028635\_culvert #47662  
 #028337\_culvert #87191  
 #028339\_culvert #47651  
 #028331\_culvert #47652  
 01/25/23

**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** required.

**GENERAL INFORMATION**

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

Utilities have been notified and shall be furnished a project booklet electronically.

<b>Utility Overview &amp; Contact Information</b>			
<b>Utility</b>	<b>Subsurface</b>	<b>Contact Person</b>	<b>Contact Phone</b>
Consolidated Communications of Maine Company	X	Mike McPherson	991-6725 office

Temporary utility adjustments **are not** anticipated as part of this project. If any unexpected utility relocations become necessary after the contract award, 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. Should the contractor choose to have any poles temporarily relocated, over and above the work already coordinated, this work shall be done at the Contractor’s request and expense with no additional cost or schedule impacts to the Department.

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

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

North Yarmouth Academy Grant TWP\_Route #2  
Existing Culvert Replacements (4 total locations)  
#028635\_culvert #47662  
#028337\_culvert #87191  
#028339\_culvert #47651  
#028331\_culvert #47652  
01/25/23

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

The contractor shall give notification of **ten (10) working days** to existing utility companies prior to beginning any work on this project.

### **AERIAL**

Aerial utility do not exist along the highway corridor specific to the project limits.

### **SUBSURFACE**

Subsurface adjustments **are** 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 done by the utilities in conjunction with the work by the Contractor.

#### ***Utility Specific Information:***

##### **Consolidated Communications of Maine Company:**

Consolidated Communications of Maine Company owns/operates an existing subsurface communication cable(s) along the east-side of the corridor. This subsurface cable(s) is active and exists in the gravel-shoulder. The contractor is responsible for confirming the location of the existing facilities with a Consolidated representative prior to performing any excavation activities. Consolidated shall be responsible for supporting and protecting their existing cable(s). This shall require Consolidated to coordinate with the contractor while they are excavating, installing the culvert, and backfilling/compacting. Consolidated shall be required to adjust their safety/support system as needed while the contractor's construction activities progress. The contractor is responsible for using best practices when digging around existing/active subsurface utilities. Consolidated shall require **ten (10) working days** prior notice to schedule their work.

### **MAINTAINING UTILITY LOCATION MARKINGS**

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

### **UTILITY SIGNING**

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Environmental Requirements)

In-Water work consists of any activity conducted below the normal high water mark of a river, stream, brook, lake, pond or “Coastal Wetland” areas that are subject to tidal action during the highest tide level for the year which an activity is proposed as identified in the tide tables published by the National Ocean Service. <http://www.oceanservice.noaa.gov/> For the full definition of “Coastal Wetlands”, please refer to 38 MRSA 480-B(2).

I. In-water work applies to the following water bodies at the following location:  
Unnamed tributary located 0.88 miles south of Henderson Bridge on Route 2, at 45.691568 x - 68.283067 or proposed pipe location.

II. Special Condition:

The CMP culvert replacement must be placed within existing fill and must not be longer than the existing culvert, no riprap or other fill shall be placed below the normal high water mark, cofferdams shall be used for the duration of the in-water work.

III. Approvals:

A. Temporary Soil Erosion and Water Pollution Control Plan

IV. All activities are prohibited below the normal high water mark except for the following:

A. Work within a cofferdam constructed according to MaineDOT’s Standard Specifications.

V. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow.

SPECIAL PROVISION  
SECTION 105  
General Scope of Work  
(Environmental Requirements)

In-Water work consists of any activity conducted below the normal high water mark of a river, stream, brook, lake, pond or “Coastal Wetland” areas that are subject to tidal action during the highest tide level for the year which an activity is proposed as identified in the tide tables published by the National Ocean Service. <http://www.oceanservice.noaa.gov/> For the full definition of “Coastal Wetlands”, please refer to 38 MRSA 480-B(2).

I. In-water work applies to the following water bodies at the following location:

Unnamed tributary located 0.8 miles south of Henderson Bridge on Route 2, at 45.692732 x -68.283481 or proposed pipe location.

II. Special Condition:

The CMP culvert replacement must be placed within existing fill and must not be longer than the existing culvert, no riprap or other fill shall be placed below the normal high water mark, cofferdams shall be used for the duration of the in-water work.

III. Approvals:

A. Temporary Soil Erosion and Water Pollution Control Plan

IV. All activities are prohibited below the normal high water mark except for the following:

A. Work within a cofferdam constructed according to MaineDOT’s Standard Specifications.

V. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow.

**SPECIAL PROVISION**  
**SECTION 105**  
**GENERAL SCOPE OF WORK**  
**(Safety Plan)**

In order to be awarded a construction contract, the Bidder must have a current, applicable Safety Plan on file with the Department or must submit to the Department's Bureau of Maintenance & Operations, an acceptable, current Contractor's Safety Plan or Project and Site Specific Safety Plan to the Department which identifies and addresses job hazards of the expected contract work and complies with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of Occupational Safety and Health Administration (OSHA).

The Bidder's Project and Site Specific Safety Plan shall address the specific activities or tasks that require protection and establish the procedures that are to be followed to minimize the hazard. Specific statements which describe both what action is to be taken and how it is to be performed are preferable. The plan shall address the following items which include but are not limited to:

1. Personal Protective Equipment
2. Materials Handling
3. Work Zone Safety and Traffic Control
4. Trench Excavation
5. Working near or above water
6. Lifting and Rigging
7. Heavy Equipment Loading/Unloading/Operation
8. Silica and Dust Control

If a submittal is required, the Department will notify the Apparent Successful Bidder of the required submittal of the Contractor's Safety Plan or the Project and Site Specific Safety Plan and the Bidder shall submit two copies or an electronic copy to the Department within seven (7) days of the notice or the Department will reject the bid as non-responsive.

Within 14 days, the Department will review the Apparent Low Bidder's Safety Plan. The Department will review a Project and Site Specific Safety Plan to evaluate if the Bidder has a reasonable understanding of job hazards of the expected contract work, has determined preventive measures to overcome these hazards and understands that the work is to be conducted in compliance with this special provision, Contract requirements and all applicable Federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

The Department reserves the right to communicate in writing with Bidders, if needed, to obtain additions to and/or clarification of information contained in the submittals received. Review by the Department, comments by the Department, or any failure to review or comment, shall not absolve the Contractor of its responsibility to develop and implement a Safety Plan in accordance with the Contract, or to shift any responsibility to the Department. The Bidder shall have 3 days to submit additions, changes and clarifications. Following this 3 (three) day period, the Bidder will have no additional opportunity to submit, modify or clarify information. The Department will not provide an opportunity for the Bidder to meet. If the Department and the Apparent Successful Bidder agree, an extension beyond the 3 days may occur and in such case, there shall also be an equivalent or greater extension beyond the 30 days of the Bid and Bid Prices specified in Standard Specification Section 103.4 Notice of Intent to Award and the Bid remains viable. In no case shall these extensions change the specified Contract Completion Date.

Based on these submissions, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award Safety Plan requirements, however, the Contractor may still be required to make minor revisions to the Safety Plan or Project and Site Specific Safety Plan prior to starting on site work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

Failure by the Contractor to perform the Work in compliance with their submitted Safety Plan, Federal and State requirements, Contract provisions, applicable laws and regulations of OSHA when required or to substantially meet other contractual requirements will be considered a violation and may result in the following actions:

All Incidents: The Contractor will immediately eliminate all unsafe conditions brought to the Contractor's attention by the Department or any other representative of the Department. The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

1<sup>st</sup> Incident: If the Contractor has previously received a verbal warning for the same or similar unsafe conditions or does not take corrective action immediately upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract. Such Contractor will be prohibited from submitting a Bid for the Work in the event that the Work is re-advertised. Further, the Department may refuse to accept any Bid from the Contractor on any Project for a period of two years from the date of such refusal. The Department may then take any action that the Department determines is in the best interest of the Department including re-advertising the Work.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Limitations of Operations)

1. The Contractor shall notify the Department 24 hours prior to any change in work schedule.
2. The Contractor's traffic control plan shall be operationally effective, complete and in conformity with Federal requirements, Contract provisions, the current edition of the MUTCD, and Department policy and procedures as determined by the Department prior to beginning work.
3. The Contractor shall be responsible for all signs, traffic control devices, flaggers, and maintenance of traffic control devices.
4. The Contractor shall work in lane closures with two-way traffic, when possible and alternating two-way traffic when not possible, At least one lane traffic shall always be maintained through the project area. The minimum roadway width shall be 11'0".
5. All trenches must be paved in prior to Friday night or before shutting down operations for the weekend. The Contractor shall maintain the trenches and provide adequate signage until the trench is paved. Failure to pave the trench shall be considered a failure to follow the Contractor's Traffic Control Plan and be subject to a reduction in payment as specified in the 652 Provision. Each day the trench remains unpaved will be considered an additional violation.
6. Upon award, Maine DOT is available to visit the site. Maine Dot's contact person is Kevin Butler. He may be contacted by phone at (207) 592-9154 or email at [Kevin.G.Butler@maine.gov](mailto:Kevin.G.Butler@maine.gov).

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

1. The specified Contract Completion Date is **June 28, 2024.**
2. The Contractor shall be allowed to commence Work on the Contract provided that the Contract has been awarded, all required plans/submittals have been received and approved by the Department and a preconstruction meeting has been held.
3. Once operations commence, the Contractor shall continue work on the project until Physical Work is complete. For every weekday not worked the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
4. Work can be performed at any time except Sundays, Holidays, and Government Closure Days and as provided in Special Provision, Section 107, Contract Time.
5. Once the Contractor begins Physical Work, they shall have **21** calendar days to complete the Work. For every Calendar day above and beyond the **21** calendar days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
6. Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion.
7. No work on Saturdays will be allowed without consent from the Department. Request to work on Saturday shall be made by **NOON** time on Thursday.
8. The Contractor will be allowed to commence work 15 minutes after sunrise and shall be completely off the road 15 minutes before sunset. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed. Night work will not be allowed on this project.

**SPECIAL PROVISION**  
**SECTION 603**  
**PIPE CULVERTS**  
(Lump Sum Culvert Pipes)

Description This Work shall consist of supplying and installing culvert pipes in reasonably close conformity with the lines and grades shown on the plans and notes, or established by the Resident; saw cutting and removing the old roadway and disposing of the material; installing cofferdams (if needed); removing and disposing of the existing culvert pipes; furnishing and installing concrete pipe ties; performing all traffic control (supplying all signs, cones, barrels, flagger, etc.) and maintaining the traffic control devices; providing temporary erosion and water pollution control; placing hot mix asphalt in all trenches; placing rip rap, mulch, seed, erosion control bark mulch, and special backfill (if required); and locating and coordinating with all utilities.

Materials All material shall meet the requirements of the Department of Transportation Standard Specification Section 603 – Pipe Culverts and Storm Drains.

Construction Requirements Work shall meet the requirements of the Department of Transportation Standard Specification Section 603 and Standard Details 603 as updated through advertisement. The Contractor shall place the new culvert pipes to the elevations and offsets given unless otherwise directed by Department.

Any required cofferdams shall meet the requirements of the Department of Transportation Standard Specification Section 511 as updated through advertisement, and any Special Provisions and all permit requirements.

Any required concrete pipe ties shall be furnished and installed in conformance with the Standard Details.

The lower lifts of backfill shall be suitable excavation salvaged from the removal of the existing culvert pipes. The top 18” of backfill shall be excavated roadway material, reserved, and replaced to best match the adjacent material. If additional material is required to complete the backfill, the top lift shall be of gravel meeting the gradation of Aggregate for Base, Type D as per section 703.06 of the Department of Transportation Standard Specifications.

Placing of backfill material shall not exceed 8” loose measure as per section 206.03 of the Department of Transportation Standard Specifications. The backfill material shall be thoroughly rammed under the haunches of the pipe with power or pneumatic operated hand tampers.

Any excavated material not suitable for use as backfill shall be used to build slopes or placed in approved waste area as directed by the Department.

All culvert pipe trenches shall be paved with hot mix asphalt as directed placed in multiple lifts as directed. The gradation shall be a 9.5 mm or 12.5 mm mix.

Seeding and Mulching of disturbed soil shall be done daily. The Contractor may seed and mulch by hand.

The Contractor shall submit a traffic control plan that meets the requirement of section 652 of the Department of Transportation Standard Specifications.

The Contractor shall submit a Soil Erosion and Water Pollution Control Plan and a Spill Prevention Control and Countermeasure Plan as per Section 656 of the Department of Transportation Standard Specifications as updated through advertisement, and any Special Provisions and all permit requirements.

Method of Measurement Culvert Pipes of the different types and sizes will be measured by each culvert installed, complete in place, and accepted.

Basis of Payment: The accepted quantity of Culvert Pipe will be paid for at the Contract unit price each.

The following shall be incidental to the each culvert:

- a. Furnishing and installing the pipes.
- b. All culvert pipe excavation, including cutting and removal of the existing pavement and any underlying concrete roadway.
- c. Soil Erosion and Water Pollution Control, including the submittal of a SEWPCP Plan and a SPCCP Plan.
- d. All Traffic Control, and maintenance of the traffic control devices, including flaggers and the submittal of a Traffic Control Plan.
- e. Design, construction, maintenance, and removal of cofferdams, including dewatering.
- f. Ditching at pipe ends, as designated in the Construction Notes, or as directed.
- g. Furnishing, placing, grading, and compacting of any new gravel and/or fill material. This also includes any granular borrow needed for bedding.
- h. Furnishing and installing concrete pipe ties and all other incidentals to satisfactorily conform to the standard details.
- i. Any grout or mortar necessary to repair chipping.
- j. Any clearing of brush and trees less than 12" in diameter.

- k. Paving the trench with HMA.
- l. Removing and resetting existing guardrail.
- m. Riprap, Seed, Mulch and Erosion Control Mix, Erosion Control Blanket, Erosion Control Geotextile.
- n. Special Backfill.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
603.1990	24" Culvert Pipe Option III	Each
603.2090	30" Culvert Pipe Option III	Each

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

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

Road Work Next X\* Miles  
Road Work 500 Feet (Ahead)  
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

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

Other typical signs include:

Be Prepared to Stop  
Low Shoulder  
Bump  
Pavement Ends

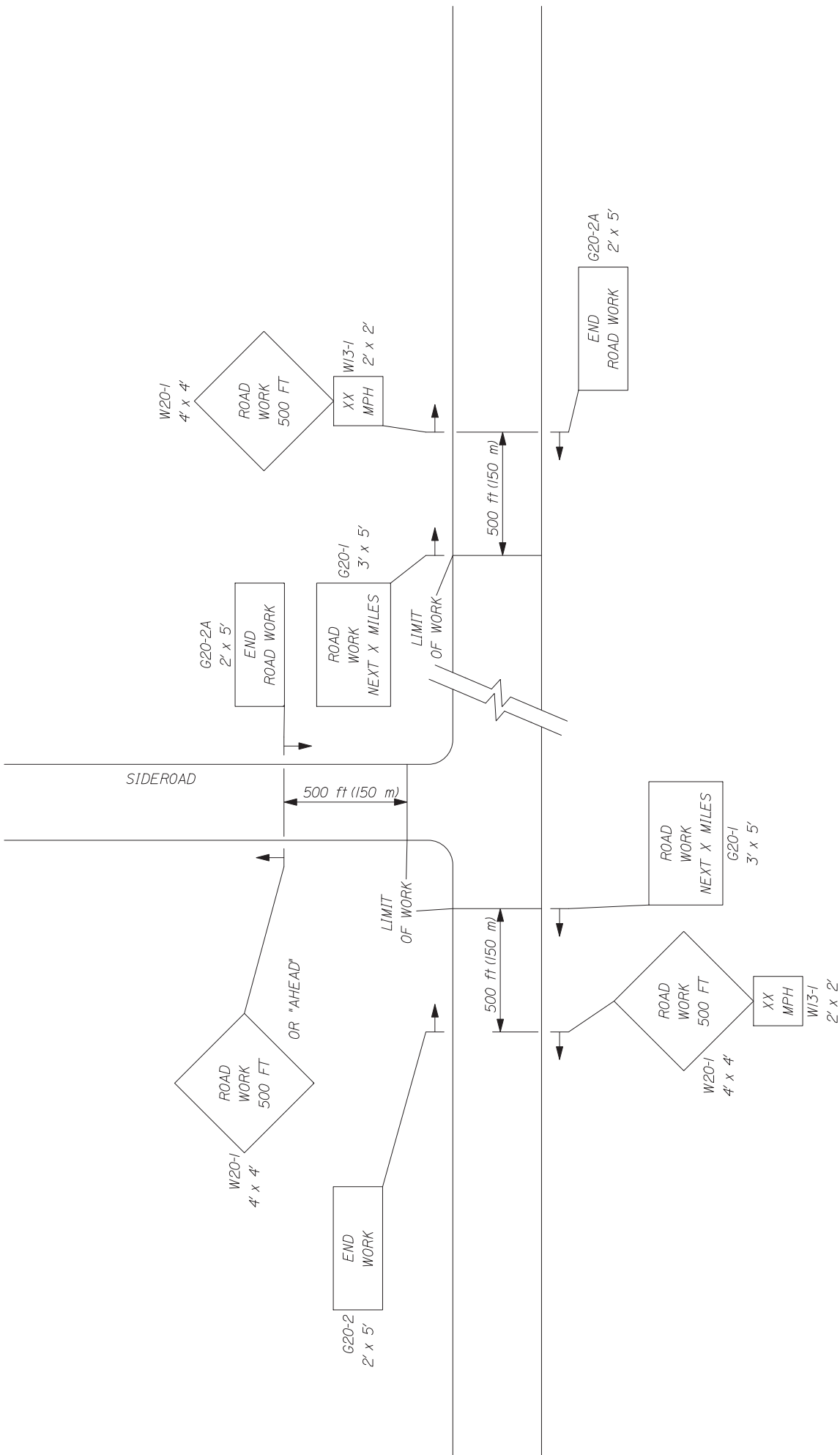
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

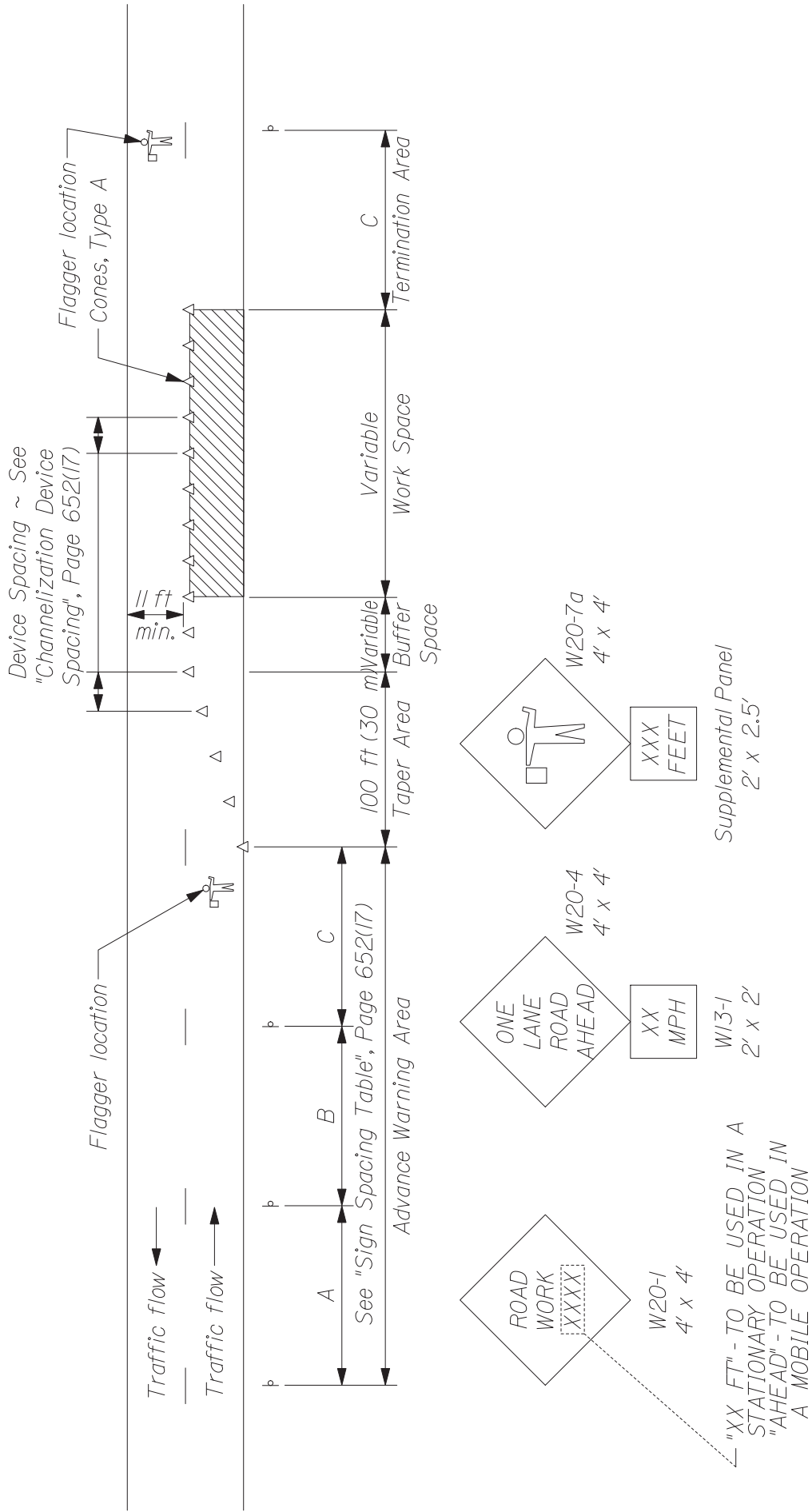
- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving and milling work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

**Temporary Centerline** A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

<sup>1</sup> “Road Work Ahead” to be used in short duration operations and “Road Work xx feet” to be used in stationary operations as directed by the Resident.



-- PROJECT APPROACH SIGNING --  
TWO WAY TRAFFIC



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

\* Formulas for L are as follows:

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

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

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

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

\* Formulas for L are as follows:

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

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

#### CHANNELIZATION DEVICE SPACING

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

#### GENERAL NOTES;

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

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

\*\*Distances are shown in feet (meters).

#### SUGGESTED BUFFER ZONE LENGTHS

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

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS  
SPECIAL PROVISION SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

“MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.”

SPECIAL PROVISION SECTION 102  
BIDDING

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

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

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

“The unit price and bid amount is not provided if (1) the item quantity is not one or lump sum or, (2) the lump sum contract price is not provided or, (3) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

103.5 Award Conditions Replace the first paragraph with the following:

"The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations."

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

North Yarmouth Academy Grant TWP  
WIN 028331.00A, 028337.00A,  
028339.00A, 028635.00A  
Culvert Replacement  
September 6, 2023

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the bonds (if applicable), insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

## 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	3/17/2023
502(15)	Bridge Drains	3/17/2023
502(20)	Bridge Drains	3/17/2023
502(23)	Bridge Drains	3/17/2023
502(24)	Bridge Drains	3/17/2023
502(25)	Bridge Drains	3/17/2023
502(26)	Bridge Drains	3/17/2023
504(07)	Diaphragm & Crossframe Notes	3/17/2023
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
526(05)	Permanent Concrete Barrier	3/17/2023
526(21)	Permanent Concrete Barrier	3/17/2023
526(22)	Concrete Transition Barrier	3/17/2023
526(38)	Concrete Transition Barrier	3/17/2023
526(39)	Texas Classic Rail	3/17/2023
526(55)	Texas Classic Rail	3/17/2023

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**

**Construction Easement** revise this definition by removing it in its entirety and replace with:  
**“A right acquired by the Department for a specific use of private property outside of the established Right-of-Way. Examples include but are not limited to Drainage Easements, Construction and Maintenance Easements, and Slope Easements. Construction Easement areas, including Temporary Construction Limits and Temporary Road Limits, outside of the Right-of-Way remain private property. No use other than to access and perform the specified work activity is permitted without written permission of the owner.”**

**Construction Limit Line** Remove this definition in its entirety.

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

**Plans** Revise this paragraph by removing “**Standard Details, Supplemental Standard Details**” from the first sentence.

**Project Limits** Revise this definition by removing it in its entirety and replacing it with:  
**“Areas within the Right-of-Way, Construction Easements, or Temporary Construction Limits shown on the Plans or otherwise indicated in the Contract. If no Project Limits are indicated in the Contract, the Project Limits shall be determined by the Department. For a related Maine statute, see 23 MRSA § 653. “**

**Right-Of-Way** Revise this definition by removing it in its entirety and replacing it with:  
**“The area of land, property, or interest therein, acquired for or devoted to the Project or other purposes. Portions of the Right-of-Way may be used for storage of materials and equipment and the location of engineering facilities, subject to written approval by the Department.”**

Amend this Section by adding the following two definitions (that replace Construction Limit Line);

**Temporary Construction Limits** The area within which the Contractor may access and perform the Physical Work and outside of which Work may not be performed without written authorization by the property owner.

**Temporary Road Limits** The area within which the Contractor may construct and maintain a temporary detour for maintenance of traffic.

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 103  
AWARD AND CONTRACTING

103.3.1 Qualification Requirement for Award Revise this subsection so that it reads:

“**103.3.1 Qualification Requirement for Award If the Notice to Contractors lists a Prequalification requirement, the Apparent Successful Bidder must successfully complete the Prequalification process as a condition of Award. The Apparent Successful Bidder who does not already hold an Annual Prequalification shall have 21 days to provide the Department with their Prequal documents or the Department may move on to the next low bidder.”**

SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise this subsection by removing it in its entirety and replace with the new subsection:

“**104.2.1 Furnishing of Property Rights The Department will secure all necessary rights to real property within the Project Limits shown on the Right-of-Way Plans that are provided with the Bid Documents. For related provisions, see Sections 104.3.2 – Furnishing of Other Property Rights, Licenses and Permits and 105.4.5 - Maintenance of Existing Structures. For related definitions, see Construction Easements and Right-of-Way.”**

104.3.2 Furnishing of Other Property Rights, Licenses and Permits Revise this subsection by replacing “104.2.1 Furnishing of Right-of-Way” with “**104.2.1 Furnishing of Property Rights**”.

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

106.9.1 Warranty by Contractor Revise the third paragraph of this section so that it reads:

**“For a related provision regarding obligations regarding plantings, see section 621.36 – Maintenance Period. “**

## 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

108.3 Retainage Revise the third paragraph of this section so that it reads:

**“Upon Final Acceptance, and determination by the department that there are no claims either by or on the Contractor or Subcontractors; no over payments by the department; no LDs due; and no disincentives due, the Department will reduce Retent to 1% of the original Contract Award amount, or \$100,000, whichever is less, as it deems desirable and prudent.”**

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:**
  - o **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
  - o **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 501 FOUNDATION PILES

501.05 Method of Measurement

c. Piles in Place Revise the third paragraph by replacing the “10” with “20” so that it reads:

Unused pile cutoffs **20** feet or more in length, except those required to accommodate the Contractor’s construction method, as discussed herein, will remain the property of the Department and will be stored at a bridge maintenance yard nearest the project. Hauling and unloading of piles will be done by the Contractor or by the Department, depending upon availability of services.

## 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.”**

643.023 Traffic Signal Structures Remove the third paragraph and replace it with the following:

**“Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors). Fatigue analyses are not required for span-wire (strain) pole traffic signal support structures with heights of 55 feet or less unless required by the current edition of AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals”.**

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

**652.2.5 Portable Changeable Message Sign** Revise the fifth paragraph so it reads:

**“The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Messages must be changeable with either a portable electronic device like a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The cabinet shall be locked at all times that the Contractor is not actively changing the message. The Contractor shall change the password for the controller prior to stationing the PCMS and shall provide the password to the Resident. The password shall be unique per PCMS and secure and shall not be written anywhere in, on, around, or stored in the PCMS.”**

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.”**

652.3.3 Submittal of Traffic Control Plan Amend this section by adding:

**“n. A security plan for any PCMS shall be included. The Contractor shall provide a plan for secure access to the PCMS and protection from unauthorized users. The plan shall have details on securing the cabinets via a lock and password from unauthorized users, password changing protocols, and where the access information will be kept so it can be used in the event of emergency. The Contractor shall not Identify or store passwords in the TCP.”**

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
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	1 inch	¾ inch	1½ inch	½ inch
Aggregate Size	1 inch	¾ inch	1½ inch	½ inch
2 inch			100	
1½ inch	100		95-100	
1 inch	95-100	100	-	
¾ inch	-	90-100	35-70	100
½ inch	25-60	-	-	90-100
¾ 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
¾ 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 ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.

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

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

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

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 AWP A 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 AWP A approved species, or spruce, cedar, tamarack or other AWP A 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 AWP A 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 AWP A 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 AWP A 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 geolocate 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.



## Environmental Summary Sheet

**WIN: 28331.00**  
**Town: North Yarmouth Academy Grant**  
**CPD Team Leader: Joshua Brown**  
**ENV Field Contact: Cara O'Donnell**

**Date Submitted: 3/20/2023**

**NEPA Complete:** No federal nexus

**Section 106**  
 Review Complete: NA- no federal nexus  
 Section 106 Resources: NA

<input type="checkbox"/> <b>Section 4(f) and 6(f)</b> <u>Section 4(f)</u> NA – no US DOT funds or approvals	<u>Section 6(f)</u> No ROW, no takes
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**Maine Department of Inland Fisheries and Wildlife Essential Habitat**  
 NA – no Essential Habitat designation **Timing Window: NA**

**Section 7**  
 NA – no federal nexus

**Essential Fish Habitat**  
 NA – no federal nexus

**Maine Department of Agriculture, Conservation, and Forestry**  
 Public Lands, Submerged Land Lease: NA  
 Maine Land Use Planning Commission: NA

**Maine Department of Environmental Protection**  
 NA

**Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**  
 NA

**Stormwater Review**  
 NA

**Hazardous Material Review**  
 NA

**Special Provisions Required**

<b>Special Provision 105-Environmental Requirements</b>	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
<b>Standard Specification 656-Erosion Control Plan</b>	N/A <input type="checkbox"/>	Applicable <input checked="" type="checkbox"/>
Special Provision 656-Minor Soil Disturbance	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>



## Environmental Summary Sheet

**WIN: 28337.00**  
**Town: North Yarmouth Academy Grant**  
**CPD Team Leader: Joshua Brown**  
**ENV Field Contact: Cara O'Donnell**

**Date Submitted: 3/20/2023**

**NEPA Complete:** No federal nexus

**Section 106**  
 Review Complete: NA- no federal nexus  
 Section 106 Resources: NA

**Section 4(f) and 6(f)**  

<u>Section 4(f)</u>	<u>Section 6(f)</u>
NA – no US DOT funds or approvals	No ROW, no takes

**Maine Department of Inland Fisheries and Wildlife Essential Habitat**  
 NA – no Essential Habitat designation                      **Timing Window: NA**

**Section 7**  
 NA – no federal nexus

**Essential Fish Habitat**  
 NA – no federal nexus

**Maine Department of Agriculture, Conservation, and Forestry**  
 Public Lands, Submerged Land Lease: NA  
 Maine Land Use Planning Commission: NA

**Maine Department of Environmental Protection**  
 NA

**Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**  
 NA

**Stormwater Review**  
 NA

**Hazardous Material Review**  
 NA

**Special Provisions Required**

Special Provision 105-Timing of Work Restriction	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
<b>Standard Specification 656-Erosion Control Plan</b>	N/A <input type="checkbox"/>	<b>Applicable <input checked="" type="checkbox"/></b>
Special Provision 656-Minor Soil Disturbance	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Dredge Spec	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>



