

Structural Concrete Culvert Lining

12698.00

Standish

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. A signed and dated copy of SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
 - c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - d. The completed Contractor Information Sheet
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

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

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Concrete Culvert Invert Lining in the town of Standish" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on September 2, 2009 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have documentation of successfully completing a project of similar scope and size to be considered for the award of this contract. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine State Project No. 12698.00, PIN. 012698.00

Location: In Cumberland County, project is located on Rte. 113 at Tucker Brook Bridge over Tucker Brook, located 0.10 mi. north of Rte. 11 and Rte. 113.

Outline of Work: Concrete Culvert Invert Lining and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager** Robert Hough at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

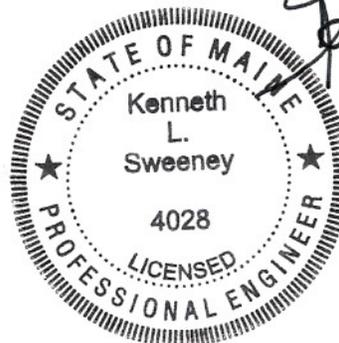
Each Bid must be made upon blank forms provided by the Department. No Bid Bond, Contract Performance Surety Bond or Contract Payment Surety Bond will be required.

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

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

Augusta, Maine
August 12, 2009



Kenneth L. Sweeney
KENNETH L. SWEENEY P.E.
DEPUTY CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN 12698.00**, for the Construction of **Structural Concrete Culvert Lining** in the town of **Standish**, County of Cumberland, State of 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, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **October 15, 2010**.

C. Price

The LUMP SUM Bid Price will be the original Contract amount, and that the amount of this offer is _____

\$_____.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of: **PIN 12698.00**, for the Construction of **Structural Concrete Culvert Lining** in the town **of Standish**, 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.

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

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bradford P. Foley,
Program Manager, Highway Program

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN 12698.00**, for the Construction of **Structural Concrete Culvert Lining** in the town of **Standish**, County of Cumberland, State of 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, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **October 15, 2010**.

C. Price

The LUMP SUM Bid Price will be the original Contract amount, and that the amount of this offer is _____

\$_____.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for construction of: **PIN 12698.00**, for the Construction of **Structural Concrete Culvert Lining** in the town **of Standish**, 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.

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

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents, including Section 109.

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bradford P. Foley,
Program Manager, Highway Program

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

Date

(Witness Sign Here)
Witness

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

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

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

Title of Project ----- Route 113 Tucker Brook Bridge, PIN 012698.00

Location of Project -- Standish - Windham, Maine in Cumberland County

**2009 Fair Minimum Wage Rates
 Heavy & Bridge Cumberland County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Backhoe Loader Operator	\$19.69	\$8.31	\$28.00	Insulation Installer	\$18.05	\$4.30	\$22.35
Blaster	\$16.00	\$4.19	\$20.19	Ironworker - Ornamental	\$21.15	\$13.90	\$35.05
Boilermaker	\$21.38	\$6.30	\$27.68	Ironworker - Reinforcing	\$21.15	\$16.51	\$37.66
Boom Truck Operator	\$19.00	\$5.74	\$24.74	Ironworker - Structural	\$20.00	\$4.89	\$24.89
Bricklayer	\$23.00	\$2.38	\$25.38	Laborers/Helper/Tender	\$13.75	\$1.27	\$15.02
Bulldozer Operator	\$17.00	\$2.88	\$19.88	Laborer - Skilled	\$15.50	\$3.50	\$19.00
Cable Splicer	\$22.05	\$8.15	\$30.20	Line Erector, Power	\$22.99	\$8.44	\$31.43
Carpenter	\$18.25	\$3.75	\$22.00	Loader Op, Front-End	\$16.53	\$3.32	\$19.85
Carpenter - Rough	\$17.50	\$3.24	\$20.74	Mechanic - Maintenance	\$19.75	\$4.71	\$24.46
Cement Mason/Finisher	\$20.25	\$2.11	\$22.36	Millwright	\$21.00	\$7.40	\$28.40
Commun Equip Installer	\$22.00	\$3.96	\$25.96	Painter	\$16.00	\$4.34	\$20.34
Commun Trans Erectr	\$19.00	\$1.95	\$20.95	Paver - Bituminous	\$16.92	\$1.93	\$18.85
Crane Op <15 Tons	\$17.00	\$2.84	\$19.84	Pile Driver Operator	\$19.31	\$2.38	\$21.69
Crane Op =>15 Tons	\$20.00	\$3.51	\$23.51	Pipe/Stm/Sprkler Fitter	\$21.25	\$5.98	\$27.23
Crusher Plant Operator	\$14.54	\$2.29	\$16.83	Pipelayer	\$21.50	\$7.35	\$28.85
Diver	\$18.00	\$18.75	\$36.75	Pump Installer	\$19.50	\$4.02	\$23.52
Driller - Rock	\$15.50	\$4.68	\$20.18	Rigger	\$17.50	\$4.90	\$22.40
Electrician, Licensed	\$24.00	\$9.60	\$33.60	Roller Operator - Earth	\$14.63	\$5.39	\$20.02
Electrician Hlpr (Licensed)	\$18.00	\$10.04	\$28.04	Roller Operator - Pvmnt	\$15.67	\$4.42	\$20.09
Excavator Operator	\$16.75	\$3.63	\$20.38	Sheet Metal Worker	\$21.50	\$7.86	\$29.36
Fence Setter	\$13.13	\$1.39	\$14.52	Truck Driver - Light	\$15.75	\$2.13	\$17.88
Flagger	\$12.60	\$1.50	\$14.10	Truck Driver - Medium	\$14.75	\$5.73	\$20.48
Grader/Scraper Operator	\$16.89	\$3.32	\$20.21	Truck Driver, Heavy	\$12.50	\$2.73	\$15.23
Hot Top Plant Operator	\$18.22	\$8.50	\$26.72	Truck Driver, Tractor Trlr	\$18.00	\$4.90	\$22.90

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

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

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

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

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

Determination No: HB-037-2009
 Filing Date: August 4, 2009
 Expiration Date: 12-31-2009

A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

BLS 424HB (R2009) (Heavy & Bridge Cumberland)

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

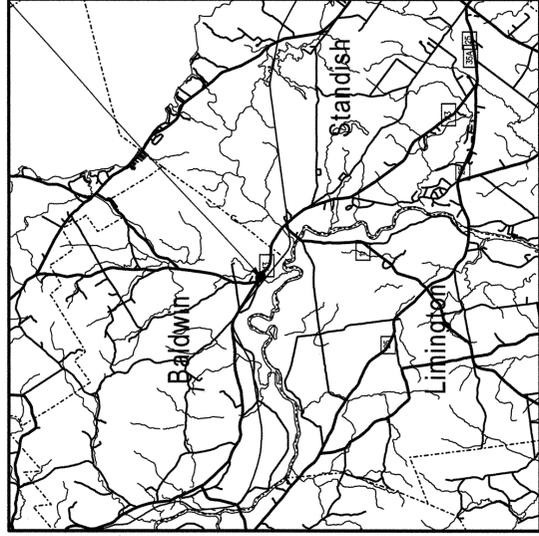
Sec. 1303. Public Works; minimum wage

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION



PROJECT LOCATION STATION 6-42.02



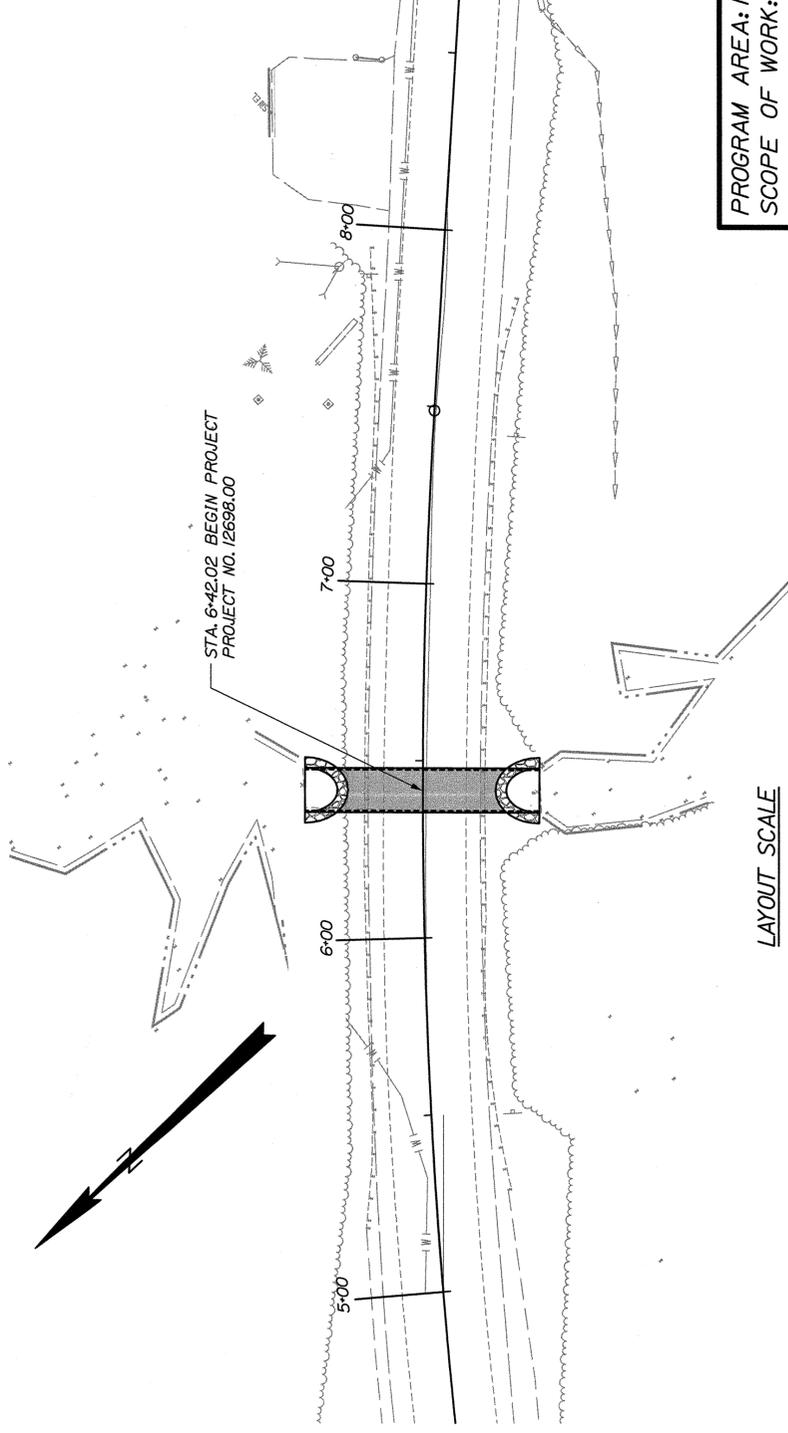
LOCATION MAP



STANDISH CUMBERLAND COUNTY TUCKER BROOK RTE I13 STATE PROJECT NO. 12698.00 PROJECT LENGTH : 0.00 MILES BRIDGE CULVERT REHABILITATION

INDEX OF SHEETS

Description	Sheet No.
Title Sheet	1
Typical Sections	2
Estimate Quantities	3
Rebar Schedule	4
Plan/Profile	5,6
Cross - Sections	7



LAYOUT SCALE



PLAN LEGEND	
Town, County, State	Centerline-Existing
Property Lines	Centerline-Proposed
R/W Lines-Existing	Travelway-Existing
R/W Lines-Proposed	Travelway-Proposed
	Railroad
Culvert-Existing	Catch Basins Existing
Culvert Proposed	Proposed
Curbing	Proposed
Type 1	Existing
Type 3	Existing
Type 5	Proposed
Outline of Bodies of Water	Utility Poles
Buildings	Existing
Fire Hydrants	Existing
Existing Water Line	Proposed
Existing San. Sewer	Existing
Existing Manhole	Existing
Guardrail-Existing	Guardrail-Proposed
Guardrail-Cable, Other	Clearing Limit Line
Deciduous	Conifer
Tree Line	Tree Line
Clearing Limit Line	Clearing Limit Line

PROGRAM AREA: MINOR SPANS
SCOPE OF WORK: BRIDGE CULVERT REHABILITATION

12698.00

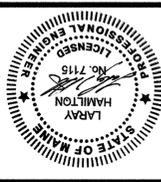
PIN 12698.00

STANDISH
TUCKER BROOK RTE I13
TITLE SHEET

SHEET NUMBER
1
OF 7

PROJECT INFORMATION

PROGRAM	
PROJECT MANAGER	
DESIGNER	
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	
SIGNATURE	
P.E. NUMBER	6715
DATE	6-10-09



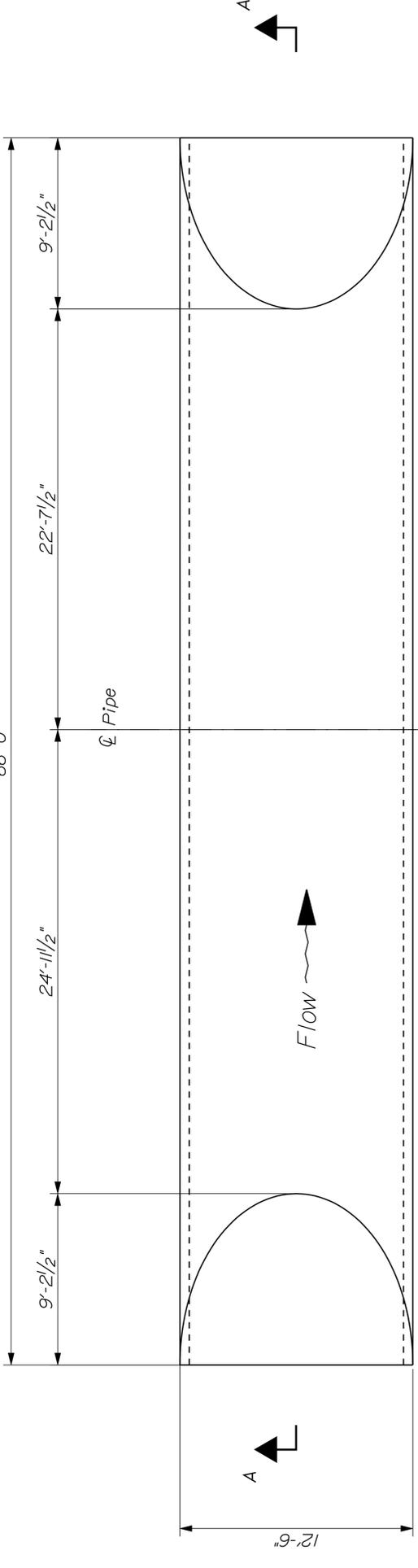
CHIEF ENGINEER	
COMMISSIONER	
APPROVED	
DATE	7/8/09
DEPARTMENT OF TRANSPORTATION STATE OF MAINE	

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	12698.00 PIN	12698.00
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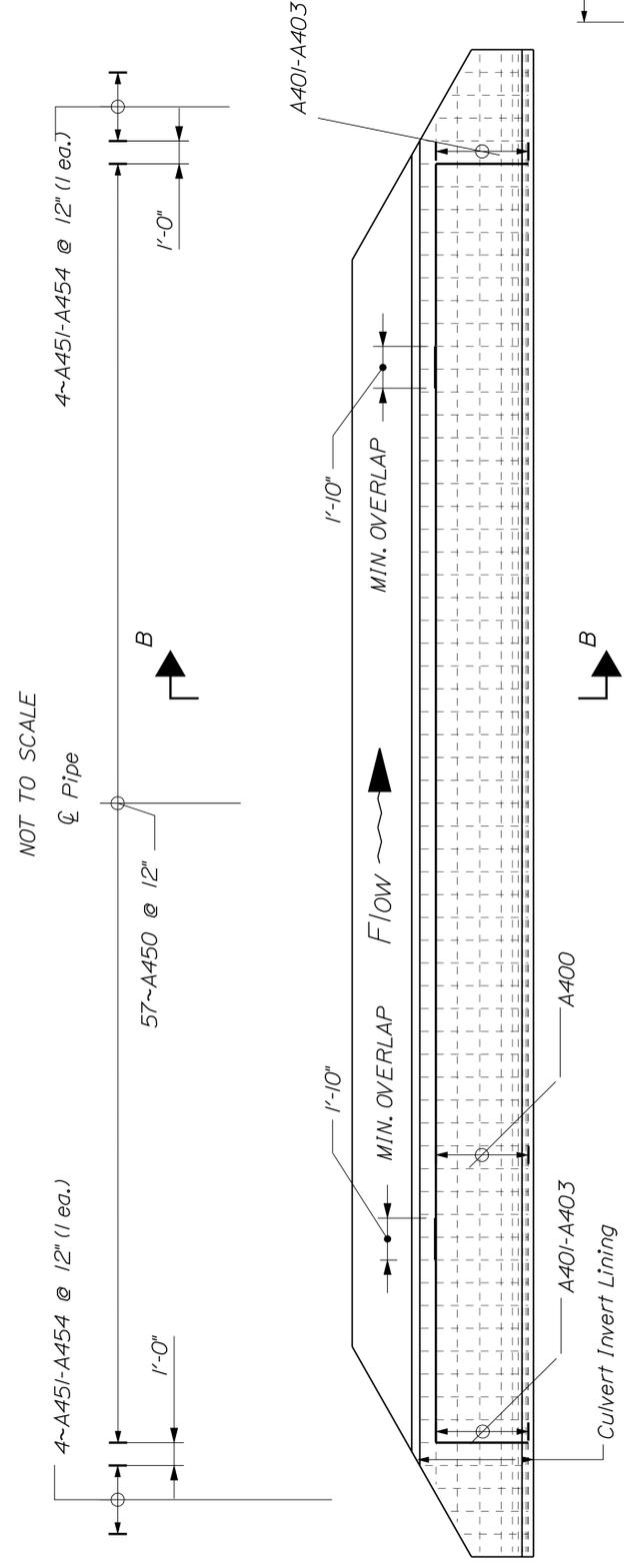
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DESIGN-DETAILER AARON EATON	SIGNATURE	
CHECKED-REVIEWED	P. E. NUMBER	
DESIGN-DETAILED	DATE	
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

STANDISH
TUCKER BROOK RTE 113
TYPICAL SECTIONS

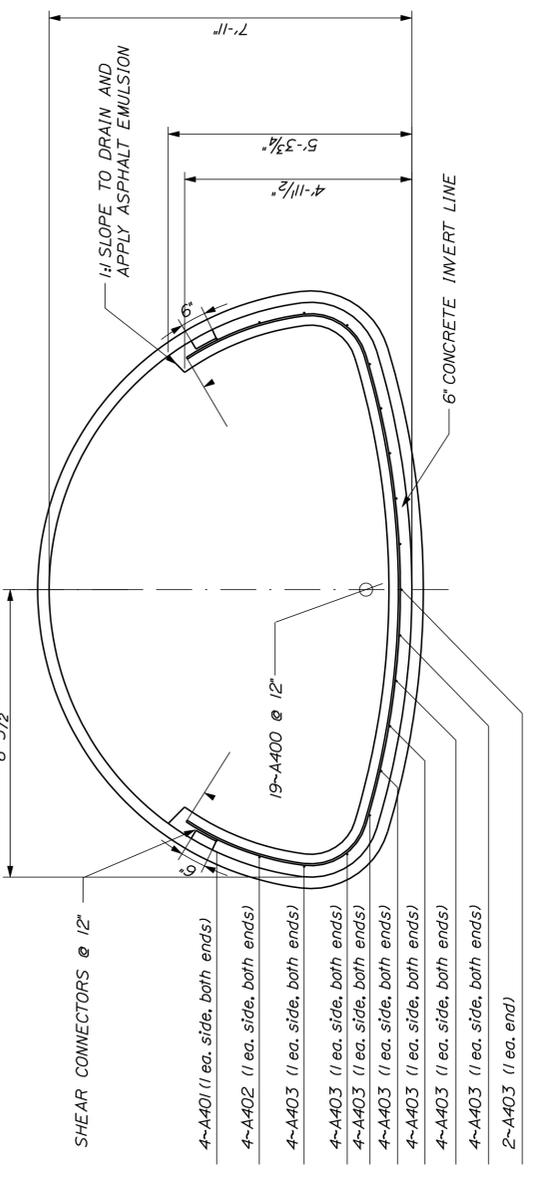
SHEET NUMBER 2	OF 7
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PIPE PLAN STATION 6+42.02



PIPE SECTION A-A



PIPE SECTION B-B

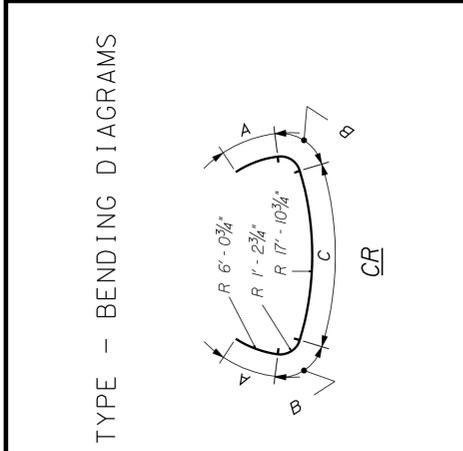
NOT TO SCALE

NOT TO SCALE

Plan Sheet 3 of 7
Intentionally Left Blank

STRAIGHT BARS			BENT BARS				
MARK	QTY.	LENGTH	LOCATION	MARK	QTY.	LENGTH	LOCATION
A400	19	40'-0"	LONGITUDINAL	A450	57	19'-4 3/4"	CR
A401	4	1'-7"	LONGITUDINAL	A451	2	18'-10 1/4"	CR
A402	4	13'-2 1/4"	LONGITUDINAL	A452	2	17'-6 1/4"	CR
A403	30	14'-7 1/2"	LONGITUDINAL	A453	2	16'-4 1/4"	CR
				A454	2	15'-2"	CR

MARK	QTY.	LENGTH	TYPE	A	B	C	D	E	F	G	H	O	R	LOCATION
				2'-9"	1'-8 3/4"	10'-5 1/4"								TRANSVERSE
				2'-5 1/4"	1'-8 3/4"	10'-5 1/4"								TRANSVERSE
				1'-10"	1'-8 3/4"	10'-5 1/4"								TRANSVERSE
				1'-2 3/4"	1'-8 3/4"	10'-5 1/4"								TRANSVERSE
				0'-7 7/8"	1'-8 3/4"	10'-5 1/4"								TRANSVERSE



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
BRIDGE NO. 3093
PIN
12698.00

PROJ. MANAGER	ROBERT HOUGH	BY	DATE
DESIGN-DETAILER	AARON EATON		
CHECKED-REVIEWED			
DESIGN-DETAILED			
DESIGNS-DRAWN			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

STANDISH
TUCKER BROOK RTE 113
REINFORCING
STEEL SCHEDULE

SHEET NUMBER
4
OF 7

GENERAL NOTES

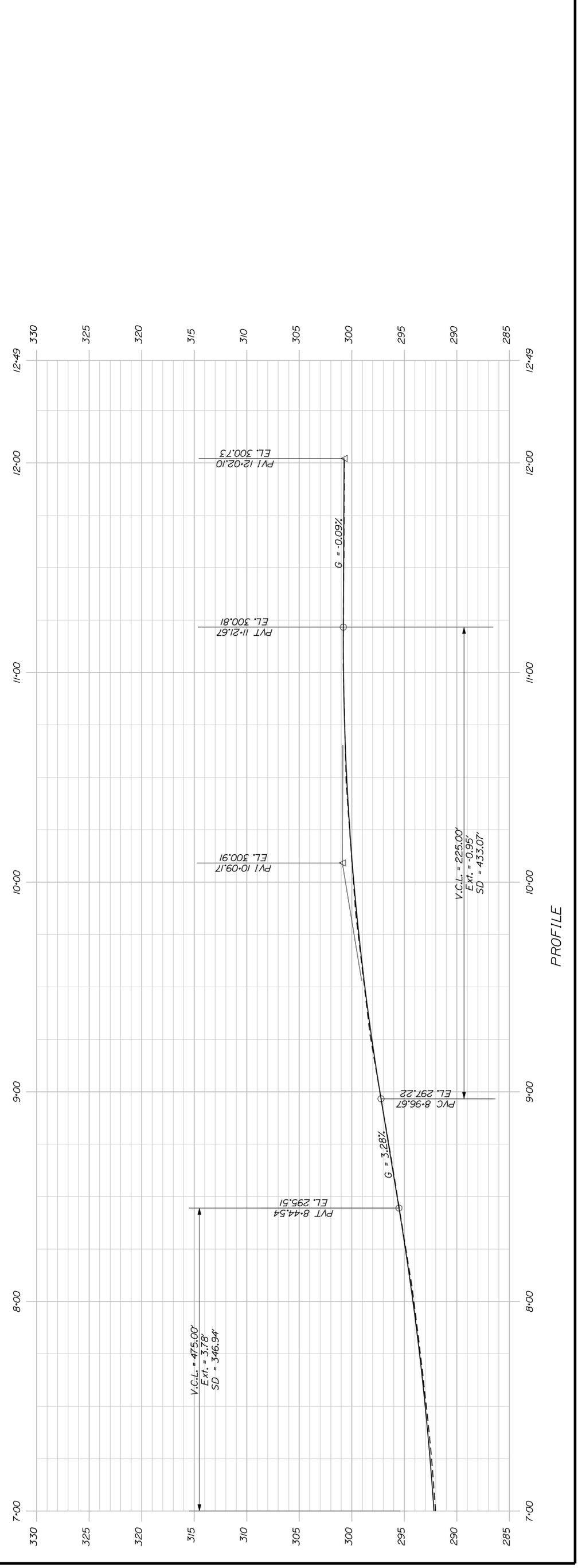
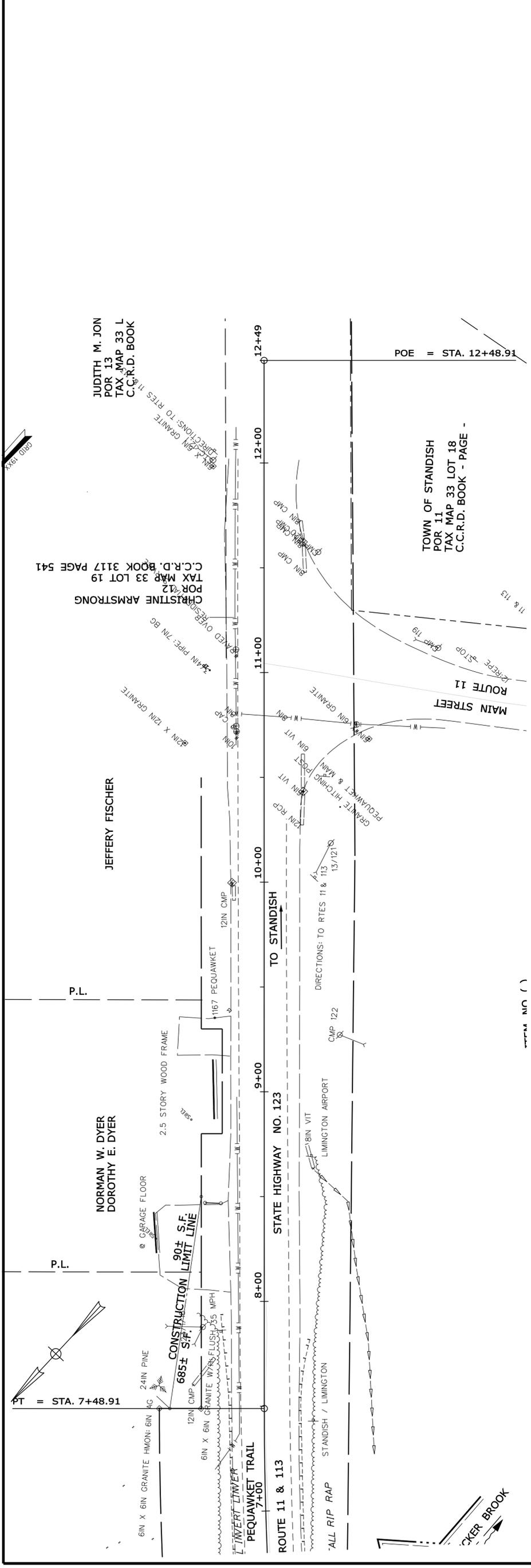
1. The first two digits following the letter(s) of the mark indicate the size of the bar:
 Mark #502 = bar size #5
 Mark #805 = bar size #8
 Mark #650 = bar size #6

2. Each crank bar, Type B, may be replaced by two (2) straight bars (one top and one bottom) of the same bar size as the crank bar. Payment in either case shall be based on crank bars as schedule on the plans.

All dimensions are out-to-out of bar.
 Bending details and hooks shall conform to the recommendations of the current revision of ACI Standard 315 and ACI Standard 318.
 Reinforcing Bar: ASTM A615/A615M, Grade 60

DATE	
P. # NUMBER	
SIGNATURE	
DATE	
BY	
PROJ. MANAGER	ROBERT HOUGH
DESIGN-DETAILED	AARON EATON
CHECKED-REVIEWED	
DESIGN-DETAILED	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
FIELD CHANGES	

STANDISH
TUCKER BROOK RTE 113
PLANS



SHEET NUMBER

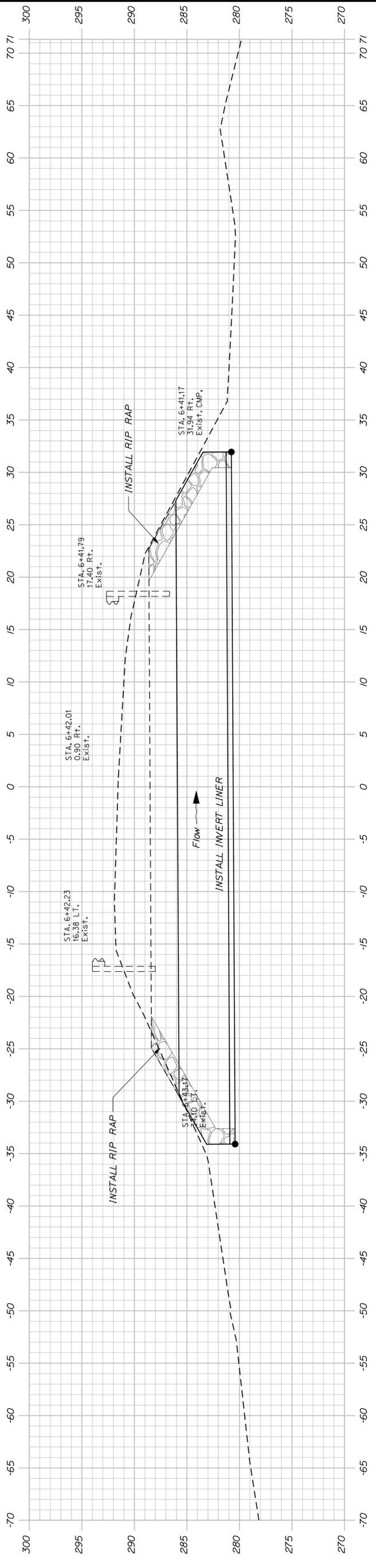
7

STANDISH TUCKER BROOK RTE 113 CROSS SECTIONS

PROJ. MANAGER	ROBERT HOUGH
DESIGN-DETAILED	AARON EATON
CHECKED-REVIEWED	AARON EATON
DESIGNS-DETAILED	
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
FIELD CHANGES	

DATE	
P. E. NUMBER	
SIGNATURE	

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
12698.00
PIN 12698.00
HIGHWAY PLANS



**Standish
12698.00
Shotcrete**

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

**Standish
12698.00
Shotcrete**

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK

The contract lump sum price shall be full compensation for the structural concrete invert lining which shall include mobilization, preparation of existing surfaces, installation of machine bolts or studs, spot painting of corroded areas with an MC Zinc Primer with MC Urethane with a Mox Tar Topcoat, the application by pneumatic pressure of a shotcrete mix, application of asphalt emulsion, clean up and demobilization and furnishing all materials, equipment, labor, and incidentals necessary to complete the work. Shotcrete shall be placed to line and grades shown on plans.

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

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 shall not be allowed between the dates of 10/1 and 7/14.
(In-Water work is allowed from 7/15 to 9/30.)

II. In-Water work window applies to the following water bodies at the following station #'s:
1. Tucker Brook 6+41

III. Special Conditions:
1. See ACOE permit

IV. Approvals:
1. Temporary Soil Erosion and Water Pollution Control Plan

V. All activities are prohibited (including placement and removal of cofferdams unless otherwise permitted by Regulatory Agencies) below the normal high water mark if outside the prescribed in-water work window, except for the following:
1. Work within a cofferdam constructed according to MaineDOT’s Standard Specifications and in adherence with the contractors approved “Soil Erosion and Water Pollution Control Plan”.

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

NOTE: Regulatory Review and Approval is required to modify the existing In-Water work window.

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. The Department will give the Contractor two weeks notice prior to requiring the work to be completed.
2. The completion date for this project is October 15, 2010.
3. The contractor will not be allowed to work Saturdays.
4. The contractor shall contact Randy Bodge, Bridge Maintenance Supervisor, in order to coordinate the work in conjunction with work being done by State forces. The Maine DOT Region 1 phone number is 885-7000.

**SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment and Invoices)**

Payment and Invoices The Department will pay the Contractor following the completion and final acceptance of the work: Invoices will be submitted to the Region 1 Office as described below.

Invoices shall be submitted by the Contractor to the Department for payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates of Service

The Department will pay based upon the invoices provided and approved. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- A. Defective Work,
- B. Damages for Non-conforming Work,
- C. Failure to provide the Department the opportunity to inspect the Work,
- D. Incomplete, Inaccurate or Incorrect Invoices
- E. Damage to a third party,
- F. Claims filed or reasonable evidence indicating probable filing of claims,
- G. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- H. Regulatory non-compliance or enforcement,
- I. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE CULVERT INVERT LINING
(Shotcrete)

Description The work shall include preparation of existing surfaces, installation of machine bolts or studs, spot painting of corroded areas, the application by pneumatic pressure of a shotcrete mix as indicated on the plans, and in accordance with this specification; and application of asphalt emulsion.

Shotcrete shall conform to all requirements of ACI 506.2 “Specifications for Materials, Proportioning, and Application of Shotcrete”, published by the American Concrete Institute, Detroit, Michigan, except as modified by the requirements of this project specification. Shotcrete shall consist of an application of one or more layers of mortar or concrete conveyed through a hose and pneumatically projected at a high velocity against a prepared surface.

Shotcrete shall be produced by either a dry-mix or a wet-mix process. The wet-mix process consists of thoroughly mixing all the ingredients except accelerating admixtures but including the mixing water, introducing the mixture into the delivery equipment and delivering it, by positive displacement, to the nozzle. The wet-mix shotcrete shall then be air jetted from the nozzle at high velocity onto the surface. Dry-mix process is shotcrete without mixing water which is conveyed through the hose pneumatically and the mixing water is introduced at the nozzle. For additional descriptive information, the Contractor’s attention is directed to the American Concrete Institute Standard “Guide to Shotcrete (ACI 506R-90)”.

Qualifications The work shall be performed by fully qualified personnel experienced in this type of work.

1. The foreman shall have at least five years of shotcrete experience and at least two years as a nozzleman.
2. The nozzleman shall have at least two years recent experience of satisfactory work as a nozzleman.
3. Evidence of the foreman and nozzleman’s experience of satisfactory work in similar capacities elsewhere shall be provided.

Materials All materials for shotcrete shall conform to the following requirements.

Cement	AASHTO M-85, ASTM C150, Type I, II, III or IV.
Fine Aggregate	AASHTO M-6, ASTM C33 clean, natural.
Coarse Aggregate	AASHTO M-80, Class B for quality.
Water	Potable, clean, and free from substances deleterious to concrete and steel or elements that would stain.
Chemical Admixtures	ASTM C1141 and the following:
Water-reducer	AASHTO M-194, Type A, D, F, G or
Superplasticizer	ASTM C494 Type A, D, F, G

Air-Entraining Agent	AASHTO M-194/ASTM C260
Plasticizers	AASHTO M-194 Type A, D, F, G or ASTM C494
Mineral Admixtures	
Fly Ash	AASHTO M-295, ASTM C618 Type F or C
Silica Fume	ASTM C1240, 90% minimum silicon dioxide solids content, not to exceed 12% by weight of cement. In addition, silica fume shall conform to the requirements of Section 502.
Polypropylene Fibers	ACI Standard, Polypropylene Fibers, 25 mm[1 in] in length, 0.89 kg/m ³ [1½ lb/yd ³]
Steel Fibers	ASTM A820 Type I, II, or III, Deformed, Steel Fibers, 25 mm to 35mm [1 in to 1 ¾ in] in length, minimum aspect ratio of 60.
Curing Compounds	AASHTO M-148 Type 1 D of Type 2
Pre-packaged Shotcrete	ASTM C928

The shotcrete shall contain polypropylene fibers. The use of other admixtures shall not be used unless approved by the Resident. Admixtures used to entrain air, to reduce water-cement ratio, to retard or accelerate setting time, or to accelerate the development of strength, shall be thoroughly mixed into the shotcrete at the rate specified by the manufacturer unless specified otherwise. Accelerating additives shall be compatible with the cement used, be non-corrosive to steel and shall not promote other detrimental effects such as cracking or excessive shrinkage. The maximum allowable chloride ion content of all ingredients shall not exceed 0.10% when tested to AASHTO T260.

Premixed and pre-packaged concrete products specifically manufactured as a shotcrete product may be provided for on-site mixed shotcrete if approved by the Resident. The packages shall contain materials conforming to the materials portion of this specification.

Stud welded shear connectors or machine bolts shall be installed in accordance with Section 505 of the Standard Specifications, except that Section 505.04 shall be ignored.

Materials Storage and Handling Materials shall be delivered, stored, and handled to prevent contamination, segregation, corrosion, or damage. Liquid admixtures shall be stored to prevent evaporation and freezing.

Cement shall be adequately stored to prevent moisture degradation and partial hydration. Cement that has become caked or lumpy shall not be used.

Aggregates shall be stored so that segregation and the inclusion of foreign materials are prevented. The bottom 150 mm [6 in] of aggregate piles in contact with the ground shall not be used.

Submittals The following submittals shall be provided by the Contractor for the Resident's review and approval. The Contractor will not be allowed to begin culvert repairs until all submittal requirements are satisfied and found acceptable to the Resident. Changes or

deviations from the approved submittals must be resubmitted for approval. Adjustments in contract time will not be allowed for incomplete submittals.

At least 21 calendar days prior to initiating the work, the Contractor shall submit to the Resident the following:

1. Written documentation of the foreman's and nozzleman's qualifications and the proposed method of shotcrete placement.
2. Shotcrete mix design including:
 - a) Brand and type of Portland Cement used.
 - b) Source, gradation, and quality of aggregates as specified herein.
 - c) Proportions of mix by weight.
 - d) Proposed admixture, manufacturer, dosage, technical literature (when admixture allowed).
 - e) Compressive strength test results from the manufacturer's records, no older than six months, verifying the 28 day compressive strength.

Shotcrete Mix Design Aggregate for shotcrete shall meet the strength and durability requirement of AASHTO M-80 and M-43 and shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>% Passing by Weight</u>
12.5 mm [1/2 in]	100
9.5 mm [3/8 in]	90 – 100
4.75 mm [No. 4]	70 – 85
2.36 mm [No. 8]	50 – 70
1.18 mm [No. 16]	35 – 55
600 um [No. 30]	20 – 35
300 um [No. 50]	8 – 20
150 um [No. 100]	2 – 10

- A. Proportioning Shotcrete shall be proportioned and delivered with a minimum cement content of 386 kg/m³ [650 lb/yd³].
- B. Strength Requirements Shotcrete shall be proportioned to produce a mix capable of attaining 35 Mpa [5000 psi] compressive strength in 28 days.
- C. Mixing and Batching Mixing equipment shall be capable of thoroughly mixing the materials in sufficient quantity to maintain the placing continuity. Shotcrete shall be batched, delivered and placed within 90 minutes of mixing.

Construction Requirements The construction sequence shall be in accordance with the approved submittal, unless otherwise approved by the Resident.

A. Equipment

1. The shotcreting equipment selected must be capable of metering the mix through a hose to the nozzle for projecting at high velocity onto the surface to be shotcreted.

2. The gun shall be either the double chamber or the rotary type capable of continuous delivery of material. Gaskets in the equipment must be kept in good condition to avoid reduced pressure and consequent reduced velocity of material through the hose.
 3. The air compressor may be any standard type capable of sufficient pressures and volume of air to convey the material through the longest hose delivery. The air compressor capacity must have allowance for air used in removing rebound and other incidental work. The air hose shall be equipped with filters to prevent any oil or grease from contaminating the shotcrete.
 4. Water pressure shall be maintained at a minimum 103.42 kPa [15 psi] higher than the highest air pressure required for placing the material. Both air and water pressure shall be uniformly steady.
- B. Surface Preparation The Contractor shall sandblast all areas from 25 mm [1 in] below the top of shotcrete lining to 150 mm [6 in] below lowest row of shear connectors. The Contractor shall remove all loose materials, rust, scale, oil, and deleterious material from all remaining receiving surfaces to receive shotcrete by methods acceptable to the Resident. The removal shall be accomplished in such a manner as not to loosen, crack, or shatter the surfaces to receive the shotcrete. Any surface material, which in the opinion of the Resident, is so loosened or damaged shall be removed to a sufficient depth to provide a base that is suitable to receive the shotcrete. Material that loosens as the shotcrete is applied shall be removed. No shotcrete shall be placed on frozen surfaces.
- All areas of section loss above the concrete shall be sandblasted and painted with an MC Zinc Primer with MC Urethane with a Mox Tar Topcoat.
- C. Shotcrete Alignment Control The Contractor shall ensure that the thickness of shotcrete satisfies the minimum thickness shown on the design drawings using alignment wires, thickness control pins, or other means acceptable to the Resident.
- D. Delivery and Application In the areas of the culvert, where the metal is non-existent, a preliminary placement of shotcrete shall be made to fill all voids adjacent to the extremity of the lines of the metal. The final placement is to be made over this preliminary placement to full depth.

The shotcrete shall be applied from the lower part of the work area upwards to prevent accumulation of rebound on uncovered surfaces. Rebound shall not be worked back into the placement nor shall the rebound be salvaged. Rebound which does not fall clear of the working area shall be removed. The nozzle shall be held at an angle approximately perpendicular to the working face and at a distance so that rebound will be minimal and compaction will be maximized. Thickness, methods of support, air pressure, and rate of placement of shotcrete shall be controlled to prevent sagging or sloughing of freshly applied shotcrete.

The shotcreting procedure may be corrected by adjusting the nozzle distance and orientation perpendicular to the surface, adjusting the water content of the shotcrete mix or other means acceptable to the Resident. Retempering of the mix will not be permitted.

The shotcreted surface shall be broomed and roughened to insure proper bond of subsequent layers.

The upstream and downstream ends of the invert slab shall taper down from 125 mm [5 in] to 50 mm [2 in] minimum (measured from the top of the corrugations, inside the culvert) at each end of the culvert. The taper will be approximately 200 mm [8 in] long at each end of the culvert.

All horizontal edges of exposed concrete shall be sealed with an asphalt emulsion which extends onto the culvert at least 25 mm [1 in].

- E. Defective Shotcrete Surface defects shall be repaired as soon as possible after initial placement of the shotcrete. All shotcrete which lacks uniformity, which exhibits segregation, sagging, honeycombing, or lamination, or which contains any voids of sand pockets shall be removed and replaced with fresh shotcrete by the Contractor in accordance with this specification and to the satisfaction of the Resident.

A clearly defined pattern of continuous horizontal or vertical ridges or depressions at the reinforcing elements after they are covered will be considered an indication of insufficient cover of reinforcement or poor application and probable void. In this case, the application of shotcrete shall be immediately suspended and the work carefully inspected by the Resident. The Contractor shall implement and complete corrective measures prior to resuming the shotcrete operations.

- F. Reinforcement All reinforcement shall be secured in place to prevent displacement during the shotcrete application.
- G. Finish Shotcrete finish shall be a natural gun finish. Scraping or cutting to remove high spots shall not be done until the shotcrete has become stiff enough to withstand the pull of the cutting device.
- H. Weather Limitations Shotcrete shall not be placed without cold weather protection when the ambient temperature is below 4.5° C [40° F] and falling and/or when the shotcrete is likely to be subjected to freezing temperatures before a minimum strength of 4.8 Mpa [700 psi]. Cold weather protection shall be maintained until the strength of the in-place shotcrete is greater than 5.2 Mpa [750 psi]. Cold weather protection shall include heating under tents, blankets, or other means acceptable to the Resident. The temperature of the shotcrete, when deposited, shall be above 10° C [50° F] but less than 32° C [90° F].

Shotcrete application shall also be suspended during high winds and heavy rains when, in the opinion of the Resident, the quality of the application is not acceptable. Newly placed shotcrete exposed to rain that washes out cement or otherwise makes the shotcrete unacceptable to the Resident shall be removed and replaced. The Contractor shall provide adequately secured polyethylene sheeting or equivalent when adverse exposure to weather is anticipated.

- I. Curing An approved curing cover (or compound) shall be applied within 18 hours after finishing. After surface water has evaporated from the finished surface, shotcrete exposed to sunlight shall be immediately treated for curing. Finished shotcrete shall be cured for a minimum of 48 hours before flushed with water, unless otherwise directed by the Resident, and flush water must be collected as per Section 656.

Safety Requirements Appropriate eye and dust protection equipment shall be used during shotcrete application. Cement and other admixtures are caustic and may cause eye, skin, and respiratory irritation unless safety measures are taken. Adequate ventilation shall be required. Nozzlemen and helpers shall as a minimum be equipped with gloves, respirators, eye protection and adequate protective clothing during the application of shotcrete. The Contractor is responsible for meeting all Federal, State, and Local Safety Code Requirements.

Method of Measurement The shotcrete for the culvert invert lining, satisfactorily applied and accepted in accordance with the dimensions shown on the plans, will be measured as one lump sum unit.

Basis of Payment The accepted shotcrete for the culvert invert lining will be paid for at the contract lump sum price for Structural Concrete Culvert Invert Lining. The contract lump sum price shall be full compensation for preparing surfaces, installing machine bolts or studs, spot painting of corroded areas with an MC Zinc Primer with MC Urethane with a Mox Tar Topcoat, applying shotcrete, applying of asphalt emulsion, and furnishing all materials, equipment, labor, and incidentals necessary to complete the work.

Shotcrete admixtures including silica fume will not be paid for directly, but shall be incidental to the related contract item.

The containment and disposal of pollutants during surface preparation and during shotcrete application will not be paid for directly, but shall be incidental to the related contract items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.325 Structural Concrete Culvert Invert Lining	Lump Sum

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 102 BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire section 105.3 and replace with the following:

105.3 Traffic Control and Management The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107 TIME

Delete the entire section 107.4 and replace with the following:

107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section 109.1.2.

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.2 Commercial General Liability Change the first sentence from: "...commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate" to "commercial general liability insurance in an amount not less than \$100,000.00 per occurrence and \$400,000.00 in the Aggregate".

110.3.3 Automobile Liability Change the second sentence from: "... minimum limit of liability under this section shall be \$1,000,000.00 per occurrence" to "...minimum limit of liability under this section shall be \$300,000.00 per occurrence".

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" (available at <http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php> .) **Procedures specified shall be according to the BMP Manual unless stated otherwise.**

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the Soil Erosion and Water Pollution Control Plan (SEWPCP.)

This project is in the **Saco River** watershed, which is listed as a **CLASS A, an NPS Priority watershed** and is considered **SENSITIVE**. The Contractor's SEWPCP shall include the following:

Newly disturbed earth shall be mulched or otherwise stabilized by the end of each workday. Mulch shall be maintained on a daily basis.

All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.

Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.

Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges.*

Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

Stream flow shall be maintained at all times.

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The stream shall not directly contact concrete placed during construction until the concrete has been flushed of excess lime and the following has occurred.

- a) With the cofferdams still in place, water shall be flushed over the concrete to remove excess lime. The flush water may be drawn from the stream provided there is adequate flow and provided the **flush water volume is no more than 20% of the stream's flow.**
- b) The flush water shall be collected in a downstream cofferdam or a sedimentation basin.
- c) Monitor the pH of the impounded water within the cofferdam or sedimentation basin until the pH factor is between 6.0 and 8.5 and is within one pH unit of background pH levels in the stream (away from where work is taking place).
- d) The impounded water may be bled back into the stream as long as its turbidity is no greater than the receiving resource and resulting stream pH downstream of the release is between 6.0 and 8.5 and within one pH unit of background stream pH. **The flow rate back into the stream cannot exceed 20% of the stream flow.**
- e) This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion.

This monitoring and release to the stream protocol also pertains all water within the cofferdams.

A cofferdam sedimentation basin is required if cofferdams are used. The basin shall be located in an upland area where the water can settle and sink into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php

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

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

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

606(23)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
609(06)	Vertical Bridge Curb	2/2/09
609(08)	Precast Concrete Transition Curb	2/2/09

SUPPLEMENTAL SPECIFICATION
(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

SECTION 102
DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”
Delete the entire Section 104.5.9 and replace with the following:

“104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.”

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department’s survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department’s Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt: $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

<u>From More Than</u>	<u>Up to and Including</u>	<u>Amount of Liquidated Damages per Calendar Day</u>
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment Third sentence, delete the words "subsections (A) - (E)"

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs if determined by the Department to be lower.
5. Time.
6. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased...."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor's portion of the Force Account Work."

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change “...Code of Maine Regulations 401.” to “...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.”

SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: “The use of perchlorate is not allowed in blasting operations.”

Delete the entire Section 203.041 and replace with the following:
“203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization.”

Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

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

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

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

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

SECTION 502 STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change “...alcohol based saline sealer...” to “alcohol based silane sealer...”. Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace “forms” with “forms and false work”

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace “The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement.” with “The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position.”

502.15 Curing Concrete First paragraph; replace the first sentence with the following; “All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work.”

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts “When the ambient temperature....”

Fourth paragraph; delete “approved” to now read “...continuously wet for the entire curing period...”

Fifth paragraph; second sentence; change “...as soon as it is possible to do so without damaging the concrete surface.” to “...as soon as possible.”

Seventh paragraph; first sentence; change “...until the end of the curing period.” to “...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work.”

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

SECTION 503 REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: “All tack welding shall be done in accordance with Section 504, Structural Steel.” to “All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel.”

SECTION 504 STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: “Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied.”

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

504.31 Shop Assembly Add the following as the last sentence: “The minimum assembly length shall include bearing centerlines of at least two substructure units.”

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from “One hundred percent...” to “Twenty five percent...”

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.05 Inspection Facilities Add the follow as the last paragraph: “If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected.”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SECTION 609
CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

SECTION 610
**STONE FILL, RIPRAP, STONE BLANKET,
AND STONE DITCH PROTECTION**

Add the following paragraph to Section 610.02:

“Materials shall meet the requirements of the following Sections of Special Provision 703:

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

Add the following paragraph to Section 610.032.a.

“Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following paragraph to Section 610.032.b:

“Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following to Section 610.032:

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

SECTION 615

LOAM

615.02 Materials Make the following change:

Organic Content

Humus

Percent by Volume

“5% - 10%”, as determined by Ignition Test

SECTION 618

SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620

GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 627
PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special

Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

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

639.09 Telephone Paragraph 1 is amended as follows:

The contractor shall provide **two** telephone lines and two telephones,....

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

SECTION 652 MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO’s National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations’ Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type “C” panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96” x 48”] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing

double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display.”

652.2.4 Other Devices Delete the last paragraph and add the following:

“652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO’s National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportation’s Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18”] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

In the last paragraph add the following as the second sentence: "The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP."

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.4 Flaggers Replace the first paragraph with the following; "The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility."

Second paragraph, first sentence; change "...have sufficient distance to stop before entering the workspace." to "...have sufficient distance to stop at the intended stopping point." Third

sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. Breaker flaggers will not be paid for separately, but shall be considered incidental to the appropriate pay item.”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m² [80 lb/ft²] ground contact...” to “...not more than 4875 kg/m² [2000 lb/ft²] ground contact...”

SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from “ASTM C311” to “ASTM C114”.

SECTION 703 AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from “85 – 10” to “85 – 100”

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

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

AGGREGATE GRADATION CONTROL POINTS

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

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

GRADATION CLASSIFICATION

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

Replace subsections 703.25 through 703.28 with the following:

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

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular

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

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

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

Add the following paragraph:

“703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges”

SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe
Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in it’s entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO’s National Transportation Product Evaluation Program.”

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SECTION 710

FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: “Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B.”

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

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

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

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

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.”

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

- (b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50

nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [$\frac{1}{2}$ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717

ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720

STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722

GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled “<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled “<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled “<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

Environmental Summary Sheet

PIN #: 12698.00

Town: Standish

Environmental Office Contact: **Laurie Rowe** (laurie.rowe@maine.gov) 215-5072

Coordination & Permits Manager: Matt Steele

Date Submitted: 7/27/09

Database/Projex

Section 106 and Tribal Consultation - PA-B

4(f) and 6(f) - No ROW takes

Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

GIS Essential Habitats Checked

Eagle Nest N/A Applicable Approved

Piping Plover N/A Applicable Approved

Roseate Tern N/A Applicable Approved

Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required

Exempt (Must use erosion and sediment control and not block fish passage.)

PBR Approved

Tier 1 Approved

Tier 2 Approved

Individual Approved

Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required

Category 1-NR Approved

Category 2 Approved

Category 3 Approved

NOTE: If project requires a Category 2 or 3 Permit from the ACOE, then the MaineDOT Resident **must** fill out a "Work Start Notification Form" and a "Compliance Certification Form" (when project has been completed) and send them to the address listed on the forms.

IN-STREAM TIMING RESTRICTIONS: 105 Special Provision n/a

Dates instream work is allowed: 7/15 to 9/30

Special Provision 656, Erosion Control Plan



DEPARTMENT OF THE ARMY
 NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
 696 VIRGINIA ROAD
 CONCORD, MASSACHUSETTS 01742-2751

REPLY TO
ATTENTION OF

**MAINE PROGRAMMATIC GENERAL PERMIT (PGP)
 AUTHORIZATION LETTER AND SCREENING SUMMARY**

OFFICE OF ENVIRONMENTAL SERVICES
 MAINE DEPT. OF TRANSPORTATION
 16 STATE HOUSE STATION
 AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2009-01524
 CORPS PGP ID# 09-229
 STATE ID# PBR

DESCRIPTION OF WORK:

Place fill below the ordinary high water line of Tucker Brook t Standish, Maine in order to rehabilitate an existing deteriorated culvert beneath Route 11. Approximately 100 s.f. (0.002 acres) of stream bed will be impacted by the project. This work is shown on the attached plans entitled "STANDISH, TUCKER BROOK RTE 113" in five sheets undated.

DOT PIN: 12698.00

LAT/LONG COORDINATES : 43.7950177° N 70.6536955° W **USGS QUAD:** STEEP FALLS, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine Programmatic General Permit (PGP).**

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the PGP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the PGP (page 15) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on October 11, 2010. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 11, 2011.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.** Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

II. STATE ACTIONS: PENDING [X], ISSUED [], DENIED [] DATE _____

APPLICATION TYPE: PBR: X, TIER 1: _____, TIER 2: _____, TIER 3: _____, LURC: _____, DMR LEASE: _____, NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 7/2/09 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 _____, 404 X, 10/404 _____, 103 _____

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA_NO _____, USF&WS_NO _____, NMFS_NO _____

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office.

Jay L. Clement
 JAY L. CLEMENT
 SENIOR PROJECT MANAGER
 MAINE PROJECT OFFICE

Jay L. Clement 7/14/09
 FRANK J. DEL GIUDICE DATE
 CHIEF, PERMITS & ENFORCEMENT BRANCH
 REGULATORY DIVISION



**US Army Corps
of Engineers**®
New England District

**PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
NO. NAE-2009-01524**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
4. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.
5. Instream work shall be conducted from July 15 – September 30 in order to minimize potential impacts to fisheries and local water quality.
6. The permittee shall ensure that the placement/replacement of culverts conforms to the provisions of the current Maine DOT Fish Passage & Design Guide.



**US Army Corps
of Engineers**®
New England District

PGP
WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

* MAIL TO: U.S. Army Corps of Engineers, New England District *
* Policy Analysis/Technical Support Branch *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *

Corps of Engineers Permit No. [NAE-2009-01524] was issued to [Maine Department of Transportation]. This work is located in Tucker Brook in Standish Maine. The permit authorized the permittee to rehabilitate existing culvert.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Numbers: () _____ () _____

Proposed Work Dates: **Start:** _____ **Finish:** _____

Permittee's Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

FOR USE BY THE CORPS OF ENGINEERS

PM: _____ **Submittals Required:** _____

Inspection Recommendation: _____



**US Army Corps
of Engineers**®
New England District

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

USACE Project Number: NAE-2009-01524

Name of Permittee: Maine Department of Transportation

Permit Issuance Date: 7/14/09

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

```

*****
* MAIL TO: U.S. Army Corps of Engineers, New England District *
*           Policy Analysis/Technical Support Branch, ATTN: Marie Farese *
*           Regulatory Division *
*           696 Virginia Road *
*           Concord, Massachusetts 01742-2751 *
*****

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Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

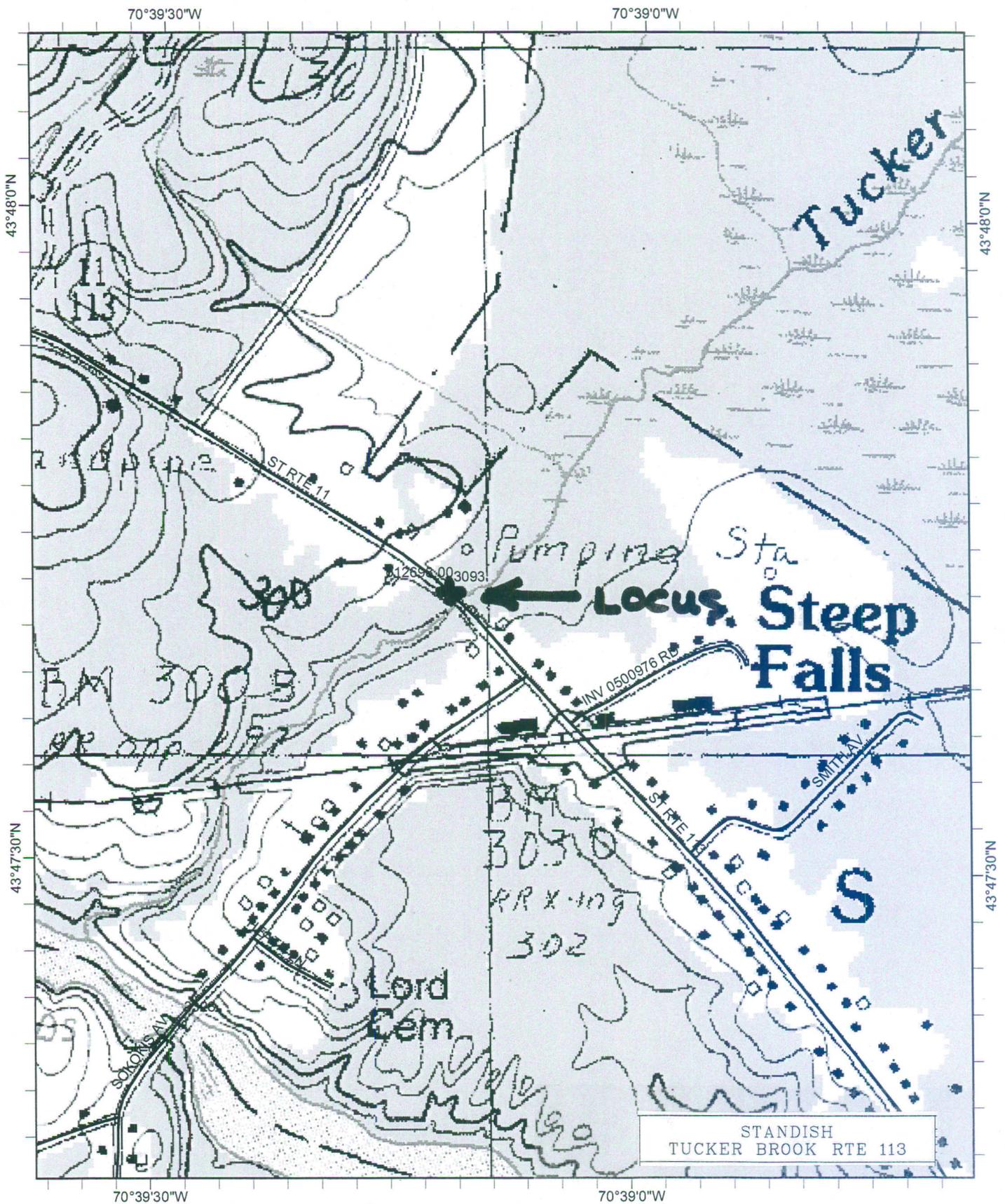
Signature of Permittee

Date

Printed Name

Date of Work Completion

Telephone Number (____) _____

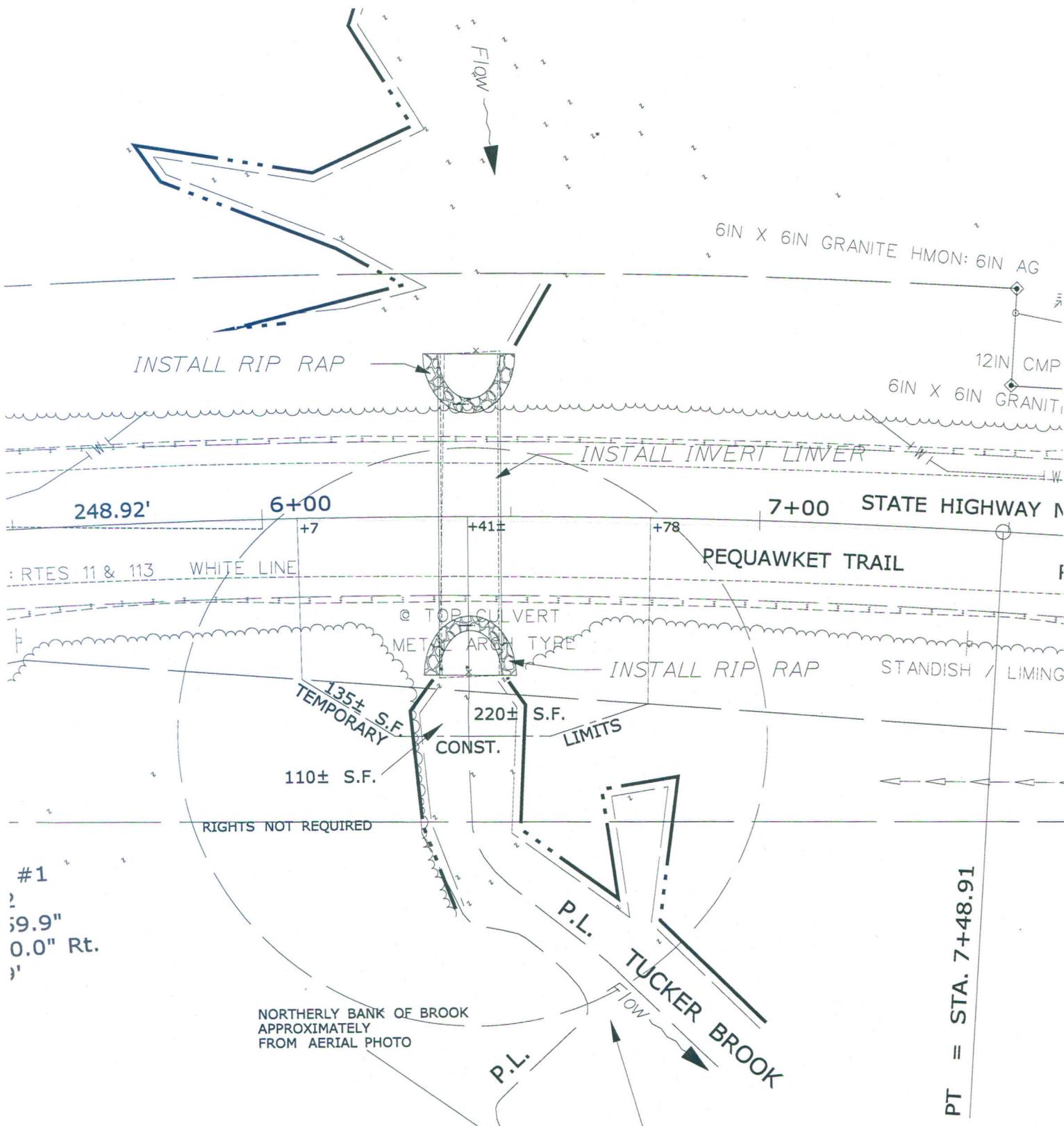


Date: 6/2/2005
 Road Names: ST RTE 11
 Town(s): Standish
 1 inch equals 592 feet

Location: 043 47'42"N 070 39'11"W
 Project ID: 01269800
 Project Manager: N/A
 Page 1 of 1

Steep Falls
 43.7950177
 70.6536955

STANDISH
TUCKER BROOK RTE 113



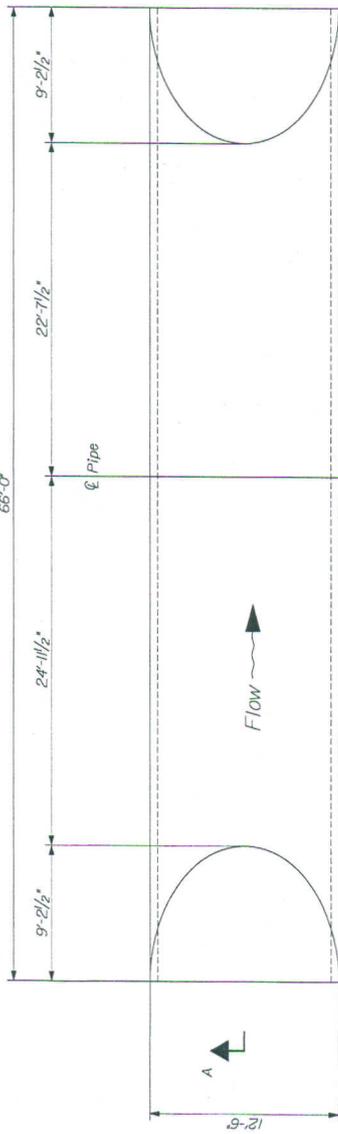
#1
9.9"
0.0" Rt.
1'

NORTHERLY BANK OF BROOK
APPROXIMATELY
FROM AERIAL PHOTO

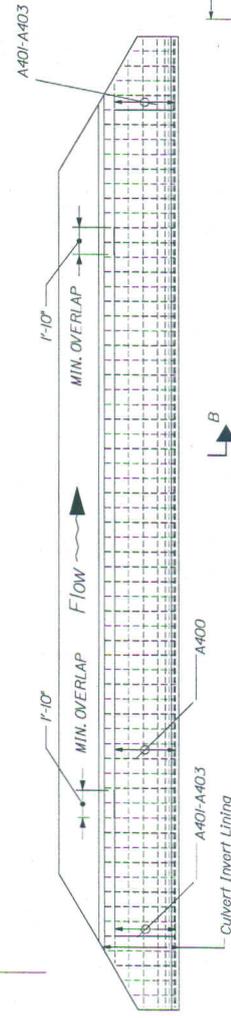
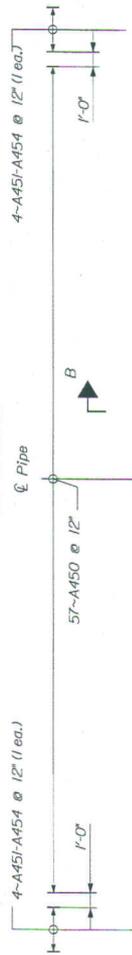
PT = STA. 7+48.91

PROJECT NUMBER	12698.00
DATE	
SIGNATURE	
BY	
DATE	
DESIGNER	
CHECKER	
DESIGNED BY	
APPROVED BY	
DATE	

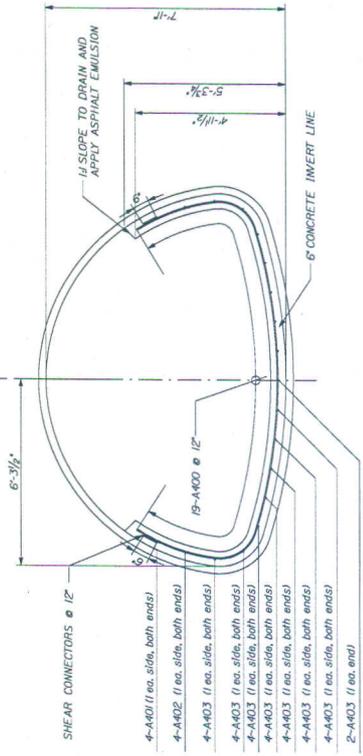
STANDISH
TUCKER BROOK RTE 113
TYPICAL SECTIONS



PIPE PLAN STATION 6-42.02
NOT TO SCALE



PIPE SECTION A-A
NOT TO SCALE



PIPE SECTION B-B
NOT TO SCALE

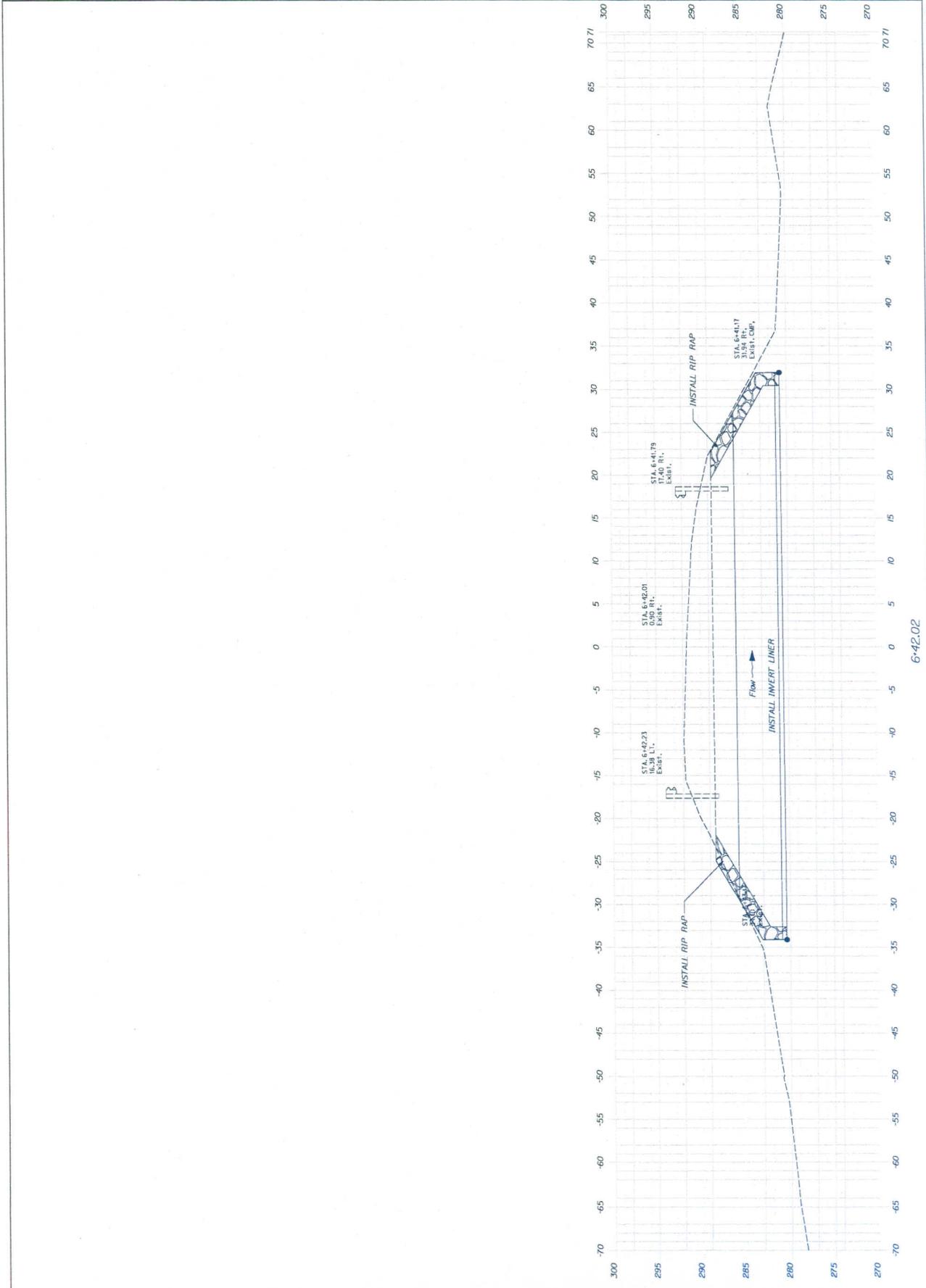
NOT TO SCALE

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 12698.00
 PIN
 12698.00
 HIGHWAY PLANS

PROJ. MANAGER	ROBERT HOOD	DATE	
DESIGNER	AMON F. J. MANION, E.T.N.	SIGNATURE	
CHECKER		P.L. NUMBER	
REVISIONS		DATE	
REVISION 4			
REVISION 3			
REVISION 2			
REVISION 1			
DESIGN-STATE			
DESIGN-MAINE			
DESIGN-UNIT			
DESIGN-STATE			
DESIGN-MAINE			
DESIGN-UNIT			
DESIGN-STATE			

CROSS SECTIONS
 TUCKER BROOK RTE 113
 STANDISH

SHEET NUMBER
 2
 OF 7



6-42.02

Sta. 6+42.02 to Sta. 6+42.02