

**Updated 12/01/08**

# **FEDERAL PROJECT**

## **BIDDING INSTRUCTIONS**

### **FOR ALL PROJECTS:**

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

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

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

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

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ webbased service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a Bid Guaranty. Acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department’s prescribed form (or on a form that does not contain any significant variations from the Department’s form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta.
6. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

### **IN ADDITION, FOR FEDERAL AID PROJECTS:**

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

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

*For complete bidding requirements, refer to Section 102 of the Maine Department  
of Transportation, Standard Specifications, Revision of December 2002.*

# NOTICE

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

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

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

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

# NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

force, and effect.

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

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

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

SURETY:

By \_\_\_\_\_

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

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

# NOTICE

Bidders:

Please use the attached “Request for Information” form when 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.



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid.

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

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

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

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

MDOT's DBE Directory of Certified firms can also be obtained at [www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php](http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php)

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with your bid on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

## NOTICE

### **Maine Department of Transportation Disadvantaged Business Enterprise Program**

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

For FFY 2009 (October 1, 2008 through September 30, 2009), MaineDOT has established a DBE participation goal of 5.8% to be achieved through race/gender neutral means.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 45 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta ME 04333-0016. Appointments may be scheduled by telephone at (207) 624-3519. The goal setting methodology is also available for viewing on the MaineDOT website: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

Public comment will be accepted for 45 days following the last date of publication. The public comment period will be complete on September 26<sup>th</sup>, 2008. The goal will be submitted for approval to the FHWA on September 1<sup>st</sup>, 2008. Updated goal will be submitted to FHWA, if necessary, based on public comment.

Comments on the goal will be accepted, in writing, for 45 days from the date of this notice. Written comments should be addressed to Jackie LaPerriere, Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta, Maine 04333-0016 or by e-mail at: [jackie.laperriere@maine.gov](mailto:jackie.laperriere@maine.gov).

Several interested stakeholders will be notified directly by e-mail of the goal publication, including Maine Small Business Administration, Associated General Contractors, and ACEC, and Maine DBEs.

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

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

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

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

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

BID PRICE: \$ \_\_\_\_\_ BID DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

TOTAL DBE \_\_\_\_\_ % PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual \$ Value
<b>Total &gt;</b>							

Contractors must make a good faith effort to include Certified DBE firms in all aspects of the project. If no DBE firms are to be part of this project, a detailed explanation is required. Attach supporting evidence to the maximum participation of DBEs on this project. This is a requirement. This evidence must include name of firm(s) contacted, date contacted, and outcome of solicitation.

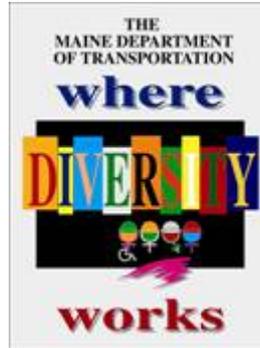
Equal Opportunity Use:

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

\_\_\_ Accepted      \_\_\_ Rejected \_\_\_\_\_

cc:  Contracts    Other \_\_\_\_\_

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



**Maine Department of Transportation  
Civil Rights Office**

**Directory of Certified Disadvantaged  
Business Enterprises**

**Listing can be found at:**

**[www.maine.gov/mdot/disadvantaged-business-enterprises/db-home.php](http://www.maine.gov/mdot/disadvantaged-business-enterprises/db-home.php)**

**For additional information and guidance  
contact: Civil Rights Office at (207) 624-3066**

September 14, 2007

## **Vendor Registration**

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

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

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**



**SWANS ISLAND  
HANCOCK COUNTY**

**PROJECT NO. BH-7826(210)X  
PIN 007826.21**

**SWANS ISLAND FERRY TERMINAL**

**MARCH 2009**

# Swans Island Ferry Terminal New Pier Facility Swans Island-Hancock County

PIN 007826.21

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# **Swans Island Ferry Terminal New Pier Facility**

**Swans Island-Hancock County**

PIN 007826.21

SECTION 1

## 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 "Bid for New Vehicle Transfer Bridges, Town's of Lincolnville and Islesboro" 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 May 6, 2009 and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Bridge and Marine projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We 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. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Federal Project No. BH-7826(210)X, PIN 007826.21

Location: In Hancock County, project is located on Swans Island.

Outline of Work: The Work includes the removal and disposal of the existing pier structure to include rock cribs, minor support structure rehabilitation, the construction of new pier structures using concrete dolphins on driven steel pipe piles with rock anchors, new fender system, new pier lighting with shore power and maintenance of traffic and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> 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** Paul Pottle 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 (207) 624-3007.

Plans, 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. Full size plans \$19.00 (\$23.00 by mail). Half size plans \$10.00 (\$13.00 by mail), Bid Book \$10.00 (\$13.00 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$145,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

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

Augusta, Maine  
April 15, 2009



JOHN E. DORITY  
CHIEF ENGINEER

# NOTICE

All bids for Federal Projects opened after December 1, 2008 **MUST** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431.

**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)

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007826.21

PROJECT(S): BH-7826(210)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	202.01 REMOVING STRUCTURES AND OBSTRUCTIONS	LUMP	LUMP			
0020	501.703 STEEL PIPE PILES, DELIVERED AND INSTALLED	2640.000 LF				
0030	504.501 DOLPHINS	LUMP	LUMP			
0040	504.61 FENDER PANEL SYSTEM	LUMP	LUMP			
0050	528.08 STRUCTURAL TIMBER	LUMP	LUMP			
0060	530.70 TIMBER PILES, DELIVERED AND INSTALLED	3850.000 LF				
0070	532.10 ROCK ANCHORS	LUMP	LUMP			
0080	533.07 MOORING HARDWARE	LUMP	LUMP			
0090	536.11 WALKWAYS	LUMP	LUMP			
0100	639.19 FIELD OFFICE TYPE B	1.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 007826.21

PROJECT(S): BH-7826(210)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	652.35 CONSTRUCTION SIGNS	90.000 SF				
0120	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0130	659.10 MOBILIZATION	LUMP	LUMP			
0140	910.42 ELECTRICAL - PIER FACILITY	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

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

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the **Contract, PIN No. 7826.21, for the Swans Island Ferry Terminal, in the Town of Swans Island, County of Hancock, Maine.** The Work includes the removal and disposal of the existing pier structure to include rock cribs, minor support structure rehabilitation, the construction of new pier structures using concrete dolphins on driven steel pipe piles with rock anchors, new fender system, new pier lighting with shore power and the maintenance of traffic and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 18, 2010.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN. 7826.21 - Swans Island Ferry Terminal**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

Fourth: 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

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

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the **Contract, PIN No. 7826.21, for the Swans Island Ferry Terminal, in the Town of Swans Island, County of Hancock, Maine.** The Work includes the removal and disposal of the existing pier structure to include rock cribs, minor support structure rehabilitation, the construction of new pier structures using concrete dolphins on driven steel pipe piles with rock anchors, new fender system, new pier lighting with shore power and the maintenance of traffic and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 18, 2010.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN. 7826.21 - Swans Island Ferry Terminal**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

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

Fourth: 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_

Witness

## CONTRACT AGREEMENT, OFFER & AWARD

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

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

**A. The Work.**

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

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

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

**B. Time.**

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

**C. Price.**

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

**D. Contract.**

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

**E. Certifications.**

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

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

**F. Offer.**

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

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

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

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

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

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

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

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

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

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

.....

TELEPHONE.....

.....

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

CONTRACT PAYMENT BOND  
(Surety Company Form)

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

General Decision Number: ME080005 07/25/2008 ME5

Superseded General Decision Number: ME20070005

State: Maine

Construction Type: Heavy

Counties: Aroostook, Hancock, Kennebec, Knox, Lincoln, Piscataquis, Sagadahoc, Somerset, Waldo and Washington Counties in Maine.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	04/04/2008
2	06/06/2008
3	07/25/2008

ENGI0004-013 04/01/2008

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 18.22	8.50
Drillers.....	\$ 18.22	8.50
Mechanics.....	\$ 18.22	8.50
Oilers.....	\$ 18.22	8.50

IRON0496-002 03/16/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.15	16.65

\* SUME2000-004 10/24/2000

	Rates	Fringes
Carpenters: (including Form Work).....	\$ 14.17	2.11
ELECTRICIAN.....	\$ 13.67	1.39
IRONWORKER, REINFORCING.....	\$ 29.00	3.32
Laborers:		
Flaggers.....	\$ 6.55	
Pipelayers.....	\$ 10.79	.60
Unskilled.....	\$ 9.80	
Power equipment operators:		
Backhoes.....	\$ 11.89	1.15
Bulldozers.....	\$ 11.81	1.78
Excavator.....	\$ 13.40	3.78
Graders.....	\$ 12.10	1.40
Loaders.....	\$ 12.40	2.88
Pavers.....	\$ 7.50	

Piledrivers.....	\$ 17.25	
Rollers.....	\$ 10.18	1.46

Truck drivers:

Dump.....	\$ 9.17	.76
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

# **Swans Island Ferry Terminal New Pier Facility**

**Swans Island-Hancock County**

PIN 007826.21

SECTION 2

**SPECIAL PROVISION  
SECTION 104.4**

**Communications and Coordination  
(Progress Meetings)**

Progress meetings shall be held weekly in the Departments Field Office. A time shall be determined for the meetings, this time shall be agreeable to all parties; the Owner, the Contractor and the Ferry Service. The current schedule will be discussed and updates will be given to all parties on what the next three weeks activities are and their potential impact on the sites, the harbors and the Ferry Service operation.

## **SPECIAL PROVISIONS**

### **SECTION 104**

#### **Coordination with Marine Traffic**

(Navigation, Ferry Service, Town Floats and Protection of Work and Vessels)

#### **VESSELL NAVIGATION:**

The Contractor will be required to conduct the work in such a manner as not to obstruct the navigation of any ferry, and in case the Contractor's plant so obstructs the ferry, it shall be promptly moved on the approach of the ferry, to such an extent as may be necessary to afford a safe, practical passage. The Contractor shall also conduct his work in such a manner so as not to obstruct the navigation of any vessels outside the immediate construction area. Upon completion of the work, the Contractor shall promptly remove all plant buoys and other markers placed by the Contractor under this Contract.

All staging and floating equipment required shall be erected or furnished by the Contractor and maintained in safe condition by him for use by all trades. The Contractor shall submit the proposed method of staging and floating equipment to the Department for review and approval. The Department will seek input from the Town and the Maine State Ferry Service prior to giving each approval. The Contractor will make adjustments to the proposed plan based on comments received. The plan as a minimum should demonstrate how the work and the current operations will be protected through the progress of the project.

The contractor is being made aware of the fact that there is a very active harbor at Swans Island. The contractor should plan to do their work in such a way as to minimize the impact on the working harbor. The Town floats will be used continuously by the general public during the duration of the project. Therefore, the Contractor shall maintain safe access to these floats for pedestrians and boats throughout the contract period. The Contractor's work plan may require the relocation of moorings or floats. The need to relocate items should be kept to a minimum, and must be agreed to by the Town. The Contractor will be responsible for moving the identified items to a location satisfactory to the Town and at the conclusion of the work, will be responsible for returning the item to its previous position. Should additional support features (i.e., extra chain, anchors, guide piles, etc...) be necessary to support the relocation, it will be the responsibility of the Contractor to provide and install these features at no additional cost to the Project. All cost of realignment or relocation shall be considered incidental and no additional compensation will be made.

The contractor shall not block the Ferry or small boat traffic and shall maintain at least a 100 foot minimum clearance on the approach of the Ferry or be behind existing or temporary fendering systems.

## **FERRY SERVICE:**

The Contractor shall obtain the latest Ferry Service Schedule to coordinate the work and shall plan for possible changes in schedule that may occur.

Normal Ferry Operations will be carried on during the life of this Contract. In the preparations of the Contractor's schedule, the Contractor shall carefully coordinate the planning of their work so that once an area is made available and work is started, it shall be carried through to completion within the time agreed upon.

The Contractor shall maintain pedestrian and vehicle access during normal ferry operations to prevent any delays in the State Ferry Service operating schedule. Except for periods after normal operating hours, no vehicles or equipment shall be parked or stored on the approach road in a manner that would prevent or impede ferry vehicular traffic flow. Any vehicle or equipment parked or stored on the approach road at anytime, shall have an operator immediately available to move the vehicle or equipment, in case of an emergency.

The approach road may be used for the delivery of materials during periods when there is no ferry vehicle traffic. During these periods, the Contractor will allow access to the public floats and will coordinate their efforts to minimize the impact on the facility. The contractor shall not store materials or vehicles or otherwise block access anywhere along the causeway.

Due to the limited space, the Department shall limit the passenger vehicle parking for the Contractor on property owned by the State. A maximum of two passenger vehicles will be allowed to park at the Swans Island facility in a spot designated by the Department. No other Contractor parking will be allowed on the site. The Contractor shall seek other parking arrangements, if required, through the Town or through private property owners.

Due to the limited space, the Department can only provide very limited staging areas. At Swans Island, the Department will allow space for its field office and one for the contractor. This will be in addition to the two parking spaces. The Contractor should plan on using floating storage or may make arrangements with municipal officials or private land owners for their storage/staging needs.

## **USE OF FERRY DURING NORMAL FERRY OPERATIONS:**

The Contractor may make arrangements with the ferry service for passage on the ferry from the mainland to the island of material, equipment and personnel. These arrangements will be subject to the rules and fees of the ferry service.

## **TEMPORARY SYSTEMS AND COORDINATION WITH FERRY SERVICE:**

During construction, no scheduled shutdowns are anticipated or will be permitted. Normal Ferry operations will be carried on during the life of this Contract. In the preparations of the contractor's schedule, the contractor shall carefully coordinate the planning of their work so that once an area has been made available and work has begun, it shall be carried through to completion within the times agreed to in the schedule.

The contractor shall provide portable hand-held marine band two way radios of adequate power and range so as to function in and around the site and to contact the ferry as necessary. The contractor shall provide one unit to the Department's on site representative and shall require that their construction supervisor carries a unit.

The contractor shall protect their work and the ferry vessel during the progress of the work. This may be done through systematic demolition of the existing facilities and the use of temporary dolphins and fendering. These systems may need to be set several times during the course of the project, depending on the contractor's proposed construction sequencing and the capacity of the temporary systems installed. The contractor should be aware that the Ferry service will run uninterrupted during the life of the project and that temporary fendering systems shall be erected such that the Ferry Service can maintain its schedule without damaging the vessel in any way.

The contractor will need to provide a sequencing plan that demonstrates how demolition and construction will take place and how the temporary systems will support this plan while maintaining safe berthing for the vessel and safe access for the crews. The plan shall include temporary fender structure, wearing surfaces and how it aligns itself with the proper lay-up of the ferry. This plan will need to be reviewed and approved by the Department and the Ferry Service prior to any work beginning on site.

Immediately following the removal of any of the existing pier structure and access walkways, the contractor shall provide a temporary walkway. The temporary walkway shall be accessible from the existing transfer bridge on both sides of the ferry slip. The walkway shall have a 3'-0" minimum clear width walk and pedestrian handrails. The walkway shall be designed and constructed for 100 pounds per square foot live load. The handrails shall be designed and constructed to meet all applicable codes including those for the Occupational Safety and Health Administration (OSHA). The contractor shall submit for review and comment the walkway design and drawings. The computations and drawings shall be stamped with the seal of a Professional Engineer licensed to practice in the State of Maine.

## **EMERGENCY VEHICLE TRIPS:**

There may be occasion during the life of the project for access by emergency personnel and vehicles to the Ferry or the public floats and their gangways. Should this situation arise, the Contractor will suspend work within the area to allow for passage of

emergency vehicles and personnel. The cost associated with this shall be considered incidental and no additional compensation will be made.

### **CONSTRUCTION SCHEDULE:**

The Contractor will be required to submit a detailed written construction schedule. This schedule will be monitored closely and shall be updated weekly during construction meetings.

Along with the construction schedule, the Contractor shall provide on a weekly basis a written day by day summary of construction activities that will occur for the upcoming three (3) week period. This summary will also highlight activities that will have an impact on the use of facilities in the construction and adjacent areas. It should also indicate when there will be a change in how the crews access the Ferry or the pier and whether it will require a modification to the way the crew secures the ferry to the pier at night.

### **POLLUTION CONTROL:**

All operations carried out by the contractor during the life of this contract shall comply with provisions and regulations for the control of air and noise pollution. The contractor shall make all applications and notices and comply with all appropriate provisions of the rules and regulations of Federal, State and Local Agencies.

The Contractor shall conduct his operations so as not to generate loud noises between the hours of 8:00 p.m. to 6:00 a.m., unless otherwise approved. Local requirements concerning noise may impose additional restrictions.

The contractor will also need to closely monitor debris and trash generated on site and ensure that it is properly contained and maintained. Trash must be removed regularly and as a minimum, at least weekly.

The Contractor is being made aware that there is no potable water for construction activities located at the site. The existing well may not be able to handle additional demands other than currently provided by the terminal and crew quarter use. The contractor should plan on finding an alternative source if needed.

All work under this section shall be considered as part of the lump sum price of associated work and no additional payment will be made for this work or related materials, labor and equipment to fulfill these requirements.

SPECIAL PROVISION  
SECTION 106  
QUALITY  
(Quality Level Analysis)

The first formula under Item H under Subsection 106.7.1, Standard Deviation Method, of the 2002 Revision of the Standard Specifications is deleted and replaced with the following:

**Method A:     $PF = [32.5 + (Quality\ Level * 0.75)] * 0.01$**

Pin 7826.21  
Swans Island  
March 30, 2009

**SPECIAL PROVISION**

**SECTION 107  
TIME  
(Contract Time)**

All work shall be completed by June 18, 2010 which is the specified completion date for this contract.

**SPECIAL PROVISION**  
**SECTION 107.3**  
**ALLOWABLE WORK TIMES**  
**( Night Work )**

The following is in addition to the requirements of Section 107.3.2

The Contractor is being made aware of the close proximity of the local residences. The Contractor shall conduct operations so as not to generate loud noises between the hours of 8:00 PM and 6:00 AM unless otherwise approved. Local requirements concerning noise may impose additional restrictions and must be complied with by the Contractor.

**SPECIAL PROVISION**  
**SECTION 107.4**  
**SCHEDULING OF WORK**  
**(Schedule of Work Required)**

In addition to the Schedule of Work, the Contractor will provide a written day by day summary of the construction activities that will occur for the upcoming three (3) week period. This summary will also highlight activities that will have an impact on the use of the facilities in the construction and adjacent areas. The summary shall be provided to the Department and reviewed at the weekly construction meetings.

Pin 7826.21  
Swans Island  
March 30, 2009

**SPECIAL PROVISIONS**

**SECTION 107.9**

**TIME**

(Project Closeout)

The following is in addition to the requirements of Section 107.9.

The Contractor shall maintain, at the site, a set of Drawings, on which shall be recorded accurately as the work progresses, the actual dimensions and grades of all his work, indicating thereon all variations from the Contract Drawings. The record shall include the work of all Subcontractors. Record drawings shall be reviewed by the Resident, and the Contractor shall make all necessary changes according to the Resident's review.

Prior to final acceptance of the Work, all recorded data shall be transferred by the Contractor, to a complete set of reproducible record drawings, in ink or photolitho reproductions of the original of the Contract Drawings showing "As-Built" conditions.

**SPECIAL PROVISION**  
**SECTION 502**  
**STRUCTURAL CONCRETE**  
 (QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	504.501	Dolphins	\$400	A

P Values listed above reflect the price per cubic yard for all pay adjustment purposes.

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(Quality Level Analysis)

502.01 Description In second sentence, replace "...METHOD B Small Quantity Product Verification..." with "...METHOD B Statistical Acceptance..."

502.05 Composition and Proportioning Delete Table 1 and replace with the following;

TABLE 1- Methods A and B

Concrete CLASS	Compressive Strength (PSI)		Permeability (COULOMBS)		Entrained Air (%)		Notes
	LSL	USL	LSL	USL	LSL	USL	
S	2,900	N/A	N/A	N/A	6.0	8.5	1, 5
A	4,350	-----	-----	2,400	6.0	8.5	1,2,3,5,6
P	-----	-----	-----	-----	5 ½	7 ½	1,2,3,4,5
LP	5,075	-----	-----	2,000	6.0	8.5	1,2,3,5,6
Fill	2,900	N/A	N/A	N/A	N/A	N/A	6

502.503 Delete and replace with the following;

“502.0503 Quality Assurance METHOD B The Department will determine the acceptability of the concrete through a quality assurance program.

The Department will take Quality Assurance samples a minimum of once per subplot on a statistically random basis. Quality Assurance tests will include compressive strength, air content and permeability.

Concrete sampling for quality assurance tests will be taken at the discharge point, with pumped concrete sampling taken at the discharge end of the pump line.

Lot Size A lot size shall consist of the total quantity represented by each class of concrete in the Contract, except in the case when the same class of concrete is paid for under both lump sum items and unit price items in the Contract; in this case, the lump sum item quantities shall comprise 1 lot and the unit price item quantities shall comprise a separate lot. A lot shall consist of a minimum of 3 and a maximum of 10 sublots. If a lot is comprised of more than 10 sublots, sized in accordance with Table #3, then this quantity shall be divided equally into 2, or more, lots such that there is a minimum of 3 and a maximum of 10 sublots per lot. If there is insufficient quantity in a lot to meet the recommended minimum subplot size, then the lot shall be divided into 3 equal sublots.

Sublot Size, General The size of each sublot shall be determined in accordance with Table #3. The Resident may vary sublot sizes based on placement sizes and sequence.

Sublot Size, Unit Price Items Sublot sizes will initially be determined from estimated quantities. When the actual final quantity of concrete is determined: If there is less than one-half the estimated sublot quantity in the remaining quantity, then this quantity shall be combined with the previous sublot, and no further Acceptance testing will be performed; if there is more than one-half the estimated sublot quantity in the remaining quantity, then this quantity shall constitute the last sublot and shall be represented by Acceptance test results. If it becomes apparent part way through a lot that, due to an underrun in quantity, there will be an insufficient quantity of concrete to comprise three sublots, then the Resident may adjust the sizes of the remaining sublots and select new sample locations based on the revised estimated quantity of concrete remaining in the lot.

Sublot Size, Lump Sum Items Each lot shall be divided into sublots of equal size, based on the estimated quantity of concrete.

TABLE 3

Quantity m <sup>3</sup> [cy]	Recommended Sublot Size m <sup>3</sup> [cy]
0-400 [0-500]	40 [50]
401-800 [501-1000]	60 [75]
801-1600 [1001-2000]	80 [100]
1601 [2001] or greater	200 [250]

Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, Chapter 3 Section 2.5 Class 1, Section 2.6 Class 1A, or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Resident. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Resident, at least 48 hours prior to the placement, when the reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

Evaluation of materials will be made using the specification limits in Table 1.

Compressive strength tests will be completed by the Department in accordance with AASHTO-T22 at  $\geq 28$  days, except that no slump will be taken. The average of two concrete cylinders per sublot will constitute a test result and this average will be used to determine the compressive strength for pay adjustment computations.

Testing for Entrained Air in concrete, at the rate of one test per subplot, shall be in accordance with AASHTO T152.

Rapid Chloride Permeability test specimens will be completed by the Resident in accordance with AASHTO T-277 at an age  $\geq$  56 days. Two 100 mm x 200 mm [4 in x 8 in] cylinders will be taken per subplot placed.

Surface Tolerance, Alignment and Trueness, Plumb and Batter, and Finish will be measured as described in Section 502.0502.

Rejection by Resident For an individual subplot with a calculated pay factor of less than 0.80, the Department will, at its sole discretion:

A. Require the Contractor to remove and replace the entire affected placement with concrete meeting the Contract requirements at no additional expense to the Department, or

B. Accept the material, at a reduced payment as determined by the Department. (See also Section 502.191)

For a lot in progress, the Contractor shall discontinue operations whenever one or more of the following occurs:

A. The pay factor for any property drops below 1.00 and the Contractor is taking no corrective action

B. The pay factor for any property is less than 0.90

C. The Contractor fails to follow the QC Plan”

502.18 Method of Measurement Under Section E. make the following change from “...Method A, and under Section 502.19...” to “...Method A, Section 502.0503- Quality Assurance Method B, and under Section 502.19...”

502.19 Basis of Payment Modify the first sentence of the seventh paragraph from “...accepted under Method A.” to “...accepted under Method A and Method B.”

502.191 Pay Adjustment for Compressive Strength Add the following as the second sentence to the first paragraph; “Pay factors (PF) for pay adjustments for compressive strength will be determined using the Quality Level Analysis as specified in Section 106.”

502.192 Pay Adjustment for Chloride Permeability Delete and replace with the following;

“Pay factors (PF) for pay adjustments for Chloride Permeability will be determined using the Quality Level Analysis as specified in Section 106.

Values greater than 4000 coulombs shall be subject to rejection and replacement at no additional cost to the Department.”

502.193 Pay Adjustment for Air Content Delete and replace with the following;

“Pay factors (PF) for pay adjustments for air content will be determined using the Quality Level Analysis as specified in Section 106.”

Add the following Section;

“502.195 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content The Composite Pay Factor (CPF) for each lot of concrete shall be computed as follows:

$$\text{CPF} = [(\text{Compressive Strength PF}-1)(0.20)] + [(\text{Air Content PF}-1)(0.40)] \\ + [(\text{Chloride Permeability PF}-1)(0.40)]$$

The pay adjustment for each lot of concrete shall be computed as follows:

$$\text{Lot Pay Adjustment} = P \times \text{CPF} \times \text{Lot Size}$$

There will be no positive pay adjustments for Method B Concrete.”

SPECIAL PROVISION  
SECTION 639  
ENGINEERING FACILITIES  
(Field Office Type B)

Add the following to Standard Specification 639.

639.04 Field Offices Make the following change

<u>Description</u>	<u>Quantity</u> Type B
Floor Area (Outside Dimension) - m <sup>2</sup> [ft <sup>2</sup> ]	20 [217]

**SPECIAL PROVISION**  
**SECTION 652**  
**MAINTENANCE OF TRAFFIC**  
**Construction Sign Sheeting Material**

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

**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" and is available at;

<http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php>

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

**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 Macerel Cove watershed, which is listed as a Class SB Estuary. However, this project is within the Gulf of Maine Distinct Population Segment of Atlantic Salmon and is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.D., Guidelines for Sensitive Waterbodies in the BMP Manual.

- 2) Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- 3) The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
- 4) **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
- 5) Dust control items other than those under Standard Specification 637 and Special Provision 637, if applicable, shall be included in the plan.
- 6) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.
- 7) Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.
- 8) Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
- 9) After November 1 the Contractor shall use winter stabilization methods, such as Wood Waste Erosion Control Mix as specified in Special Provision § 617. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

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

11) 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.

12) 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.

13) **CLEARING LIMIT LINES SHALL BE MINIMIZED.** Clearing shall be minimized as shown on the design plans.

14) If a cofferdam sedimentation basin is used, it 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.

15) Prior to release to a natural resource, any impounded water that has been in contact with concrete placed during construction must have a pH between 7.0 and 8.5, must be within one pH unit of the background pH level of the resource and shall have a turbidity no greater than the receiving resource. 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.

16) The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Coordinator's log (Section 656.4.4.)

## 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](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
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.”

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 615  
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SECTION 618  
SEEDING

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

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

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

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

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

SECTION 620  
GEOTEXTILES

620.03 Placement Section (c)

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

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

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

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

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

620.09 Basis of Payment

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

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

SECTION 621  
LANDSCAPING

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

SECTION 626  
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be 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 “14.4 (155)”.

## 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/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact...” to “...not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] 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 [1/2 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...”

## 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 [ $\frac{1}{2}$  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 [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

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

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

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

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

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

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

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

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

SECTION 722  
GEOTEXTILES

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

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

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

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(B) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

(C) paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

By signing and submitting a Bid, the Bidder acknowledges that this certification is to be furnished to the Maine Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this contract in anticipation of federal aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), 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 the Contract.

For a related provisions, see Section 102.7.2 (C) of the Standard Specifications - "Effects of Signing and Delivery of Bids" - "Certifications", Section 3 of this Appendix A entitled "Other Federal Requirements" including section XI - "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" and section XII. - "Certification Regarding Use of Contract Funds for Lobbying."

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B. Bid Rigging Hotline To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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**SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS**

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 2 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Nondiscrimination & Civil Rights - Title VI The Contractor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate. The Contractor and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with all State of Maine and other Federal Civil Rights laws.

For related provisions, see Subsection B - "Nondiscrimination and Affirmative Action - Executive Order 11246" of this Section 2 and Section 3 - Other Federal Requirements of this "Federal Contract Provisions Supplement" including section II - "Nondiscrimination" of the "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273.

B. Nondiscrimination and Affirmative Action - Executive Order 11246 Pursuant to Executive Order 11246, which was issued by President Johnson in 1965 and amended in 1967 and 1978, this Contract provides as follows.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review

of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.
11. Validate all tests and other selection requirements.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

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Start of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES  
Federally Required Contract Document

§60-4.2 Solicitations

(d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade

Maine

001 Bangor, ME 0.8%

Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME 0.5%  
(Androscoggin)

6403 Portland, ME 0.6%  
(Cumberland, Sagadahoc)

Non-SMSA Counties: 0.5%  
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated started and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

#### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
  3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.
  5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.
  6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific

review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)
  10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
  13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

End of GOALS FOR EMPLOYMENT OF FEMALES AND MINORITIES  
Federally Required Contract Document

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D. Disadvantaged Business Enterprise (DBE) Requirements The Department has established an annual Disadvantaged Business Enterprise goal to be achieved through race neutral means. This goal will adjusted periodically and will be provided by Supplemental Provision. The Contractor shall comply with all provisions of this section regarding DBE participation and the Department’s latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

Policy. It is the Department’s policy that DBEs as defined in 23 CFR Part 26 and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermeddle Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

The Department and its Contractors shall not discriminate on the basis of race, color, national origin, ancestry, sex, age, or disability in the award and performance of DOT assisted contracts.

Disadvantaged Business Enterprises are those so certified by the Maine Department of Transportation Civil Rights Office prior to bid opening date.

The Department has determined that elements of a good faith effort to meet the contract goal include but are not limited to the following:

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;
2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;
5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;
6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;
8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Substitutions of DBEs. The following may be acceptable reasons for Civil Rights Office approval of such a change order:

- The DBE defaults, voluntarily removes itself or is over-extended;
- The Department deletes portions of the work to be performed by the DBE.

It is not intended that the ability to negotiate a more advantageous contract with another certified DBE be considered a valid basis for such a change in DBE utilization once the DBE Bid Submission review has been passed. Any requests to alter the DBE commitment must be in writing and included with the change order.

Failure to carry out terms of this Standard Specification shall be treated as a violation of this contract and will result in contract sanctions which may include withholding of partial payments totaling the creditable dollars amount which would have been paid for said DBE participation, termination of this contract or other measures which may affect the ability of the Contractor to obtain Department contracts.

Copies of the Maine Department of Transportation's DBE Program may be obtained from:  
Maine Department of Transportation  
Civil Rights Office  
#16 State House Station  
Augusta, Maine 04333-0016  
tel. (207) 624-3519

Quarterly Reporting Requirement. The Contractor must submit Semi-annual reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MDOT Civil Rights Office by the end of the third week of April and October for the period covering the preceding six months considered Federal Fiscal Year periods. The reports will be submitted directly to the Civil Rights Office on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

### SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

#### A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

#### B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](#)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a

reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MDOT or from sources designated by MDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

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Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS(As revised through March 10, 1994)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer. The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion.
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision

for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. Records and Reports. The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the MDOT and the Federal Highway Administration.

The Contractor will submit to the MDOT a report for the month of July, indicating the total hours worked by minority, women and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by "Training Special Provision," the Contractor will be required to furnish Form FHWA-1409. The report is required for week ending July 15 and can be obtained from MDOT, is due by week ending August 20th. This report is to be furnished directly to MDOT - Civil Rights Office.

III. NONSEGREGATED FACILITIES (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the

provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor

as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
  - (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers.** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT).** Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
  6. **Withholding.** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
  7. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4

and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation. Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. Withholding for Unpaid Wages and Liquidated Damages. The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3). The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. Payrolls and Payroll Records:
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
  - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in

Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor,

with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health

standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations

in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:  
(Applicable to all Federal-aid contracts - 49 CFR 29)
  - a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
  - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
  - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
  - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out

in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or

local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

December 14, 2005  
Supersedes September 1, 2005

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

End of FHWA 1273



**Chapter 305: PERMIT BY RULE Section 11**  
State Transportation Facilities

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- 1. Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

- A. Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

- (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.
- (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

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NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

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- B. Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.

**C. Effective period**

- (1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

- (a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.
- (b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.
- (c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

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NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

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- (2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

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NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

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**D. Discretionary authority.** Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

- (1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);
- (2) Could lead to significant environmental impacts, including cumulative impacts; or
- (3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant that an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

**E. Violations.** A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

- (1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;
- (2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or
- (3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than \$100 nor more than \$10,000 for each day of that violation (38 M.R.S.A. Section 349).

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NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

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**Chapter 305 Section 11****State transportation facilities****A. Applicability**

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

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NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

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**B. Standards**

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.
- (3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

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NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

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- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

- (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
- (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
- (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.
- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.
  - (a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.
  - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.
  - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

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NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

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- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance

with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.

- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

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NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

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- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.
- (19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.
- (20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).
- (21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.
- (22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water. Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

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NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

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- (23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.
- (24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.
- (25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.
- (26) Non-native species may not be planted in restored areas.
- (27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.
- (28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

**C. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.





**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-2009-00052  
 CORPS PGP ID# 09-018  
 STATE ID# PBR

**DESCRIPTION OF WORK:**

Rehabilitate the existing State Ferry terminal pier in Mackerel Cove at Swans Island, Maine. Regulated work includes the replacement of two rock filled timber cribs with steel pile supported concrete dolphins, replacement of existing timber dolphins with steel pile supported concrete dolphins, in-kind replacement of timber fender berthing fences, installation of a new timber wave fence, installation of a new aluminum  
**PROJECT DESCRIPTION CONTINUED ON PAGE 2**

**DOT PIN: 7826.20**

LAT/LONG COORDINATES : 43.8122427° N 70.8806786° W USGS QUAD: KEZAR 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: 1/8/09 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. CLÉMENT  
 SENIOR PROJECT MANAGER  
 MAINE PROJECT OFFICE

PHILIP T. FEIR  
 COLONEL, CORPS OF ENGINEERS  
 DISTRICT ENGINEER

DATE 1/12/09



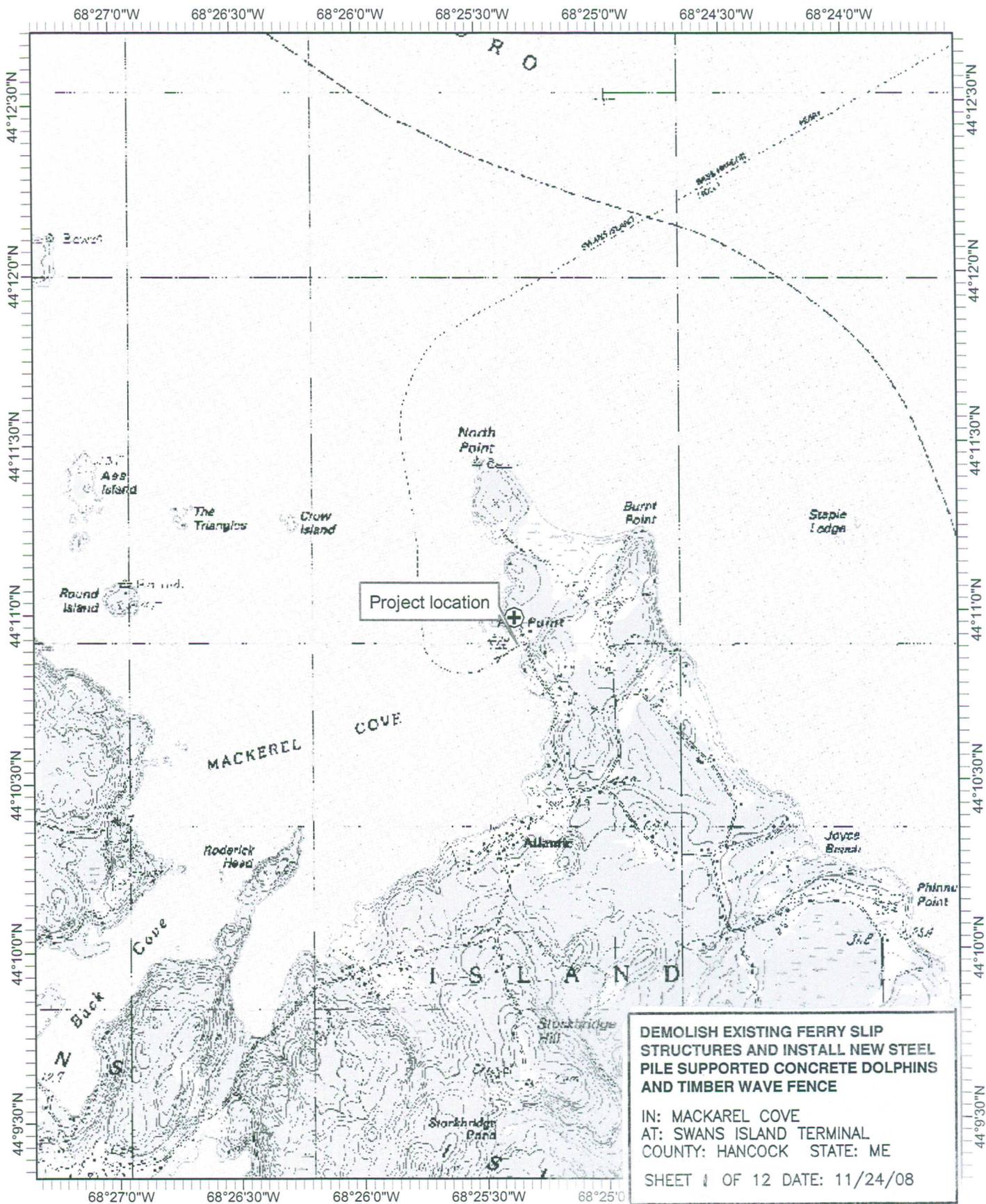
US Army Corps  
of Engineers®  
New England District

PROJECT DESCRIPTION CONTINUED FROM PAGE 1

walkway, and placement of salvaged rock along the existing causeway leading to the terminal pier. This work is shown on the attached plans entitled "DEMOLISH EXISTING FERRY SLIP STRUCTURES AND INSTALL NEW STEEL PILE SUPPORTED CONCRETE DOLPHINS AND TIMBER WAVE FENCE" in 12 sheets dated "11/24/08".

SPECIAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
NO. NAE-2009-00052

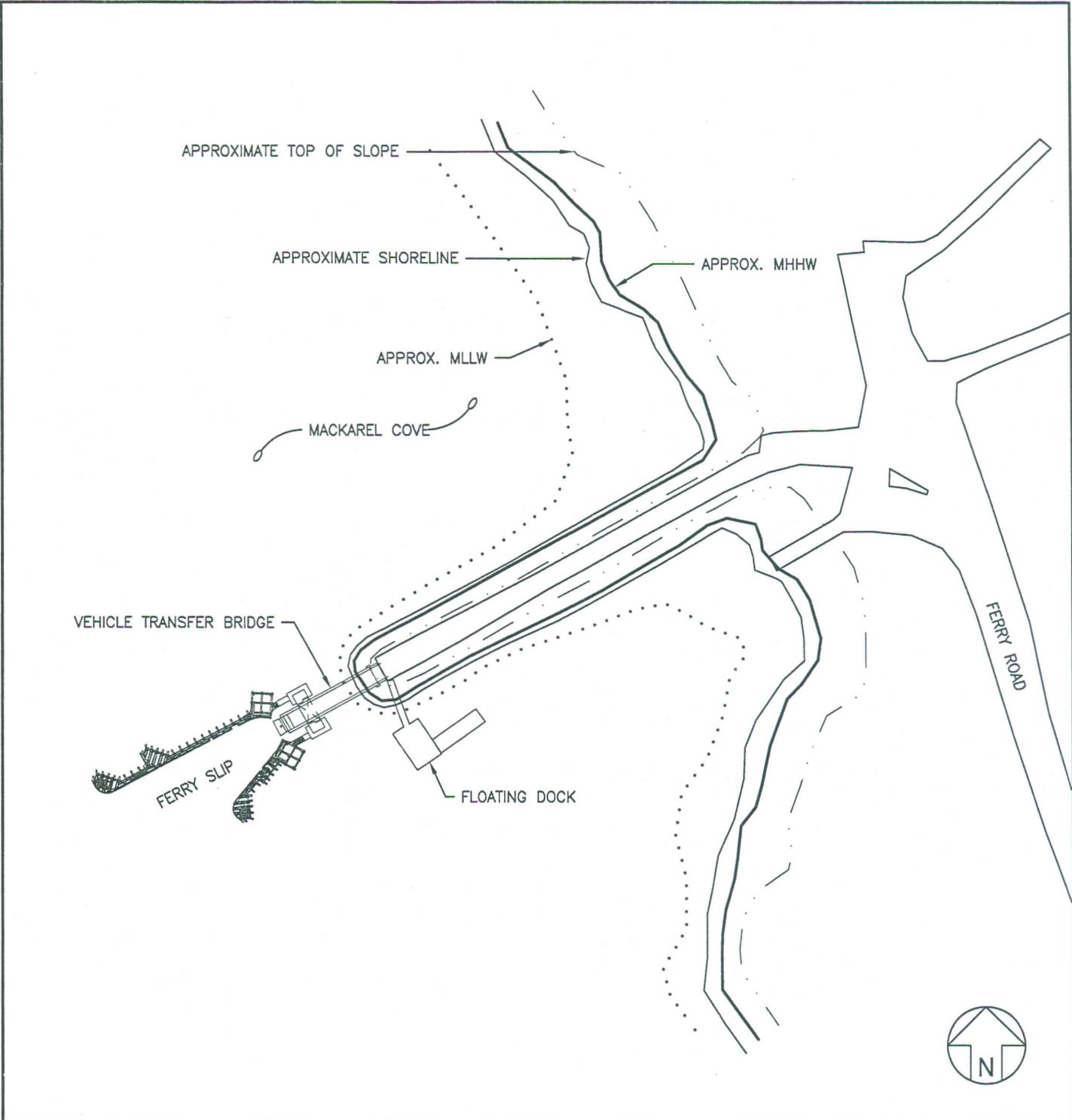
1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You 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. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.



State Ferry facility  
 Town(s): Swans Island

PIN 7826.20  
 Project Manager: Paul Pottle

Swans Island 44,1811355  
 68,4240481



PURPOSE: REHABILITATION OF FERRY  
TERMINAL SLIP

DATUM: MLLW = 0.0'  
MLW = 0.4'  
MHW = 10.2'  
MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
BOX 333 MEDFIELD, MA. 02052

**SITE PLAN**



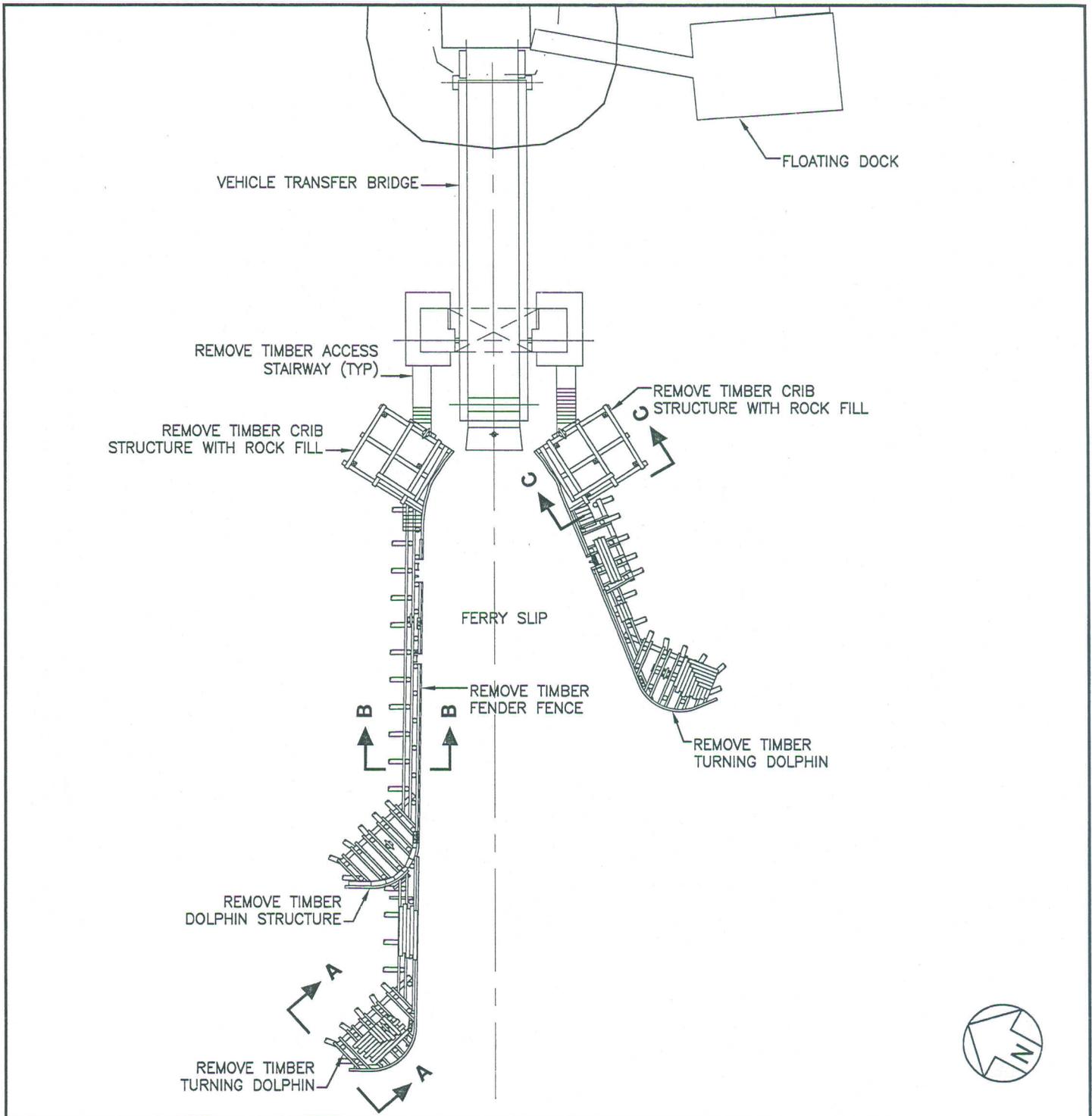
SCALE IN FEET

APPLICATION BY:  
MAINE STATE FERRY SERVICE  
MAINE DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

**DEMOLISH EXISTING FERRY SLIP  
STRUCTURES AND INSTALL NEW STEEL  
PILE SUPPORTED CONCRETE DOLPHINS  
AND TIMBER WAVE FENCE**

IN: MACKAREL COVE  
AT: SWANS ISLAND TERMINAL  
COUNTY: HANCOCK STATE: ME

SHEET 2 OF 12 DATE: 11/24/08 120



PURPOSE: REHABILITATION OF FERRY TERMINAL SLIP

DATUM: MLLW = 0.0'  
 MLW = 0.4'  
 MHW = 10.2'  
 MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
 BOX 333 MEDFIELD, MA. 02052

**EXISTING PLAN**



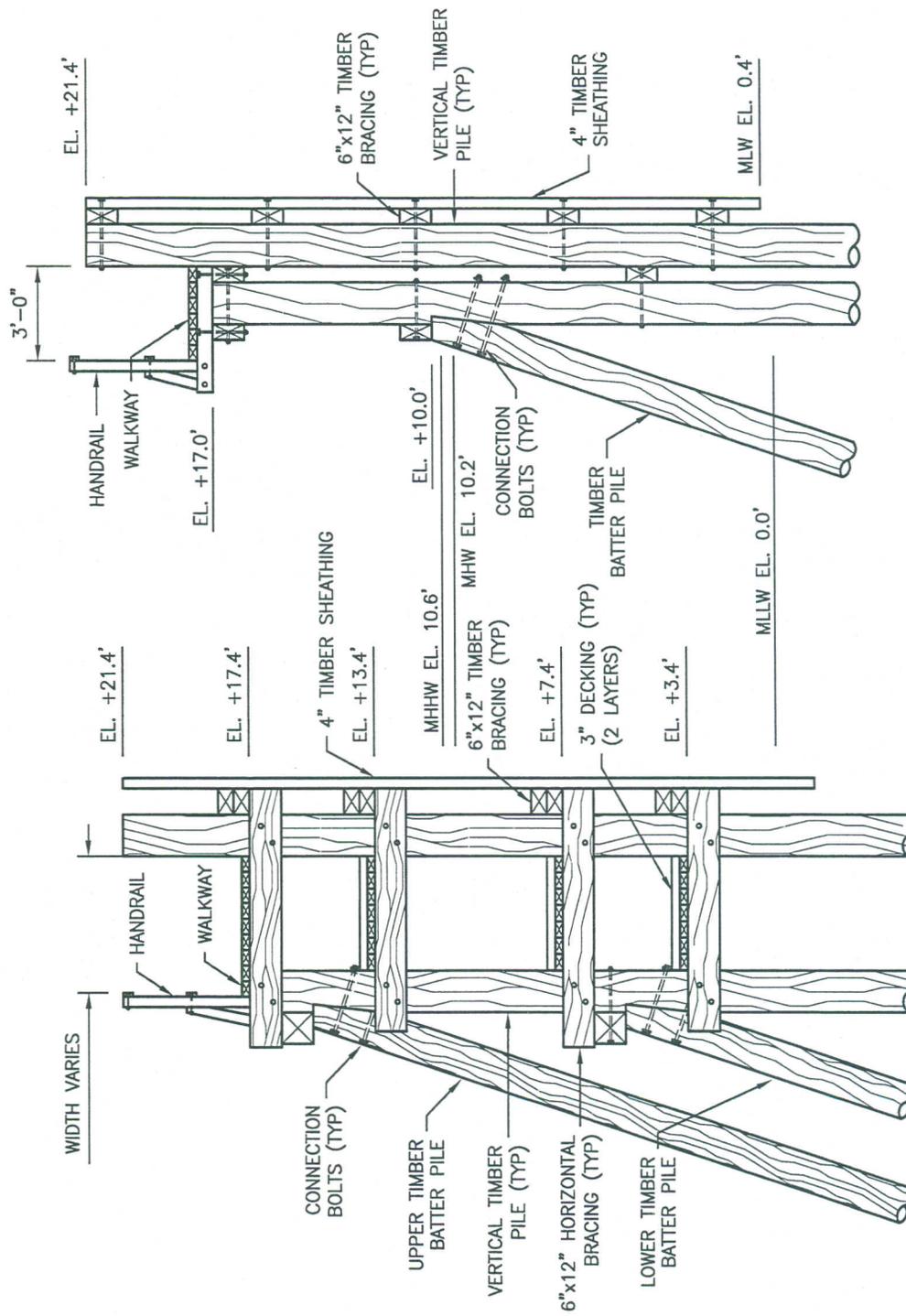
SCALE IN FEET

APPLICATION BY:  
 MAINE STATE FERRY SERVICE  
 MAINE DEPARTMENT OF TRANSPORTATION  
 16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

DEMOLISH EXISTING FERRY SLIP STRUCTURES AND INSTALL NEW STEEL PILE SUPPORTED CONCRETE DOLPHINS AND TIMBER WAVE FENCE

IN: MACKAREL COVE  
 AT: SWANS ISLAND TERMINAL  
 COUNTY: HANCOCK STATE: ME

SHEET 3 OF 12 DATE: 11/24/08 121



TYPICAL FENDER FENCE  
**SECTION B-B**  
 SCALE: 3/16"=1'-0"

TYPICAL DOLPHIN  
**SECTION A-A**  
 SCALE: 3/16"=1'-0"

PURPOSE: REHABILITATION OF FERRY TERMINAL SLIP

DATUM: MLLW = 0.0'  
 MLW = 0.4'  
 MHW = 10.2'  
 MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
 BOX 333 MEDFIELD, MA. 02052

**EXISTING SECTIONS**

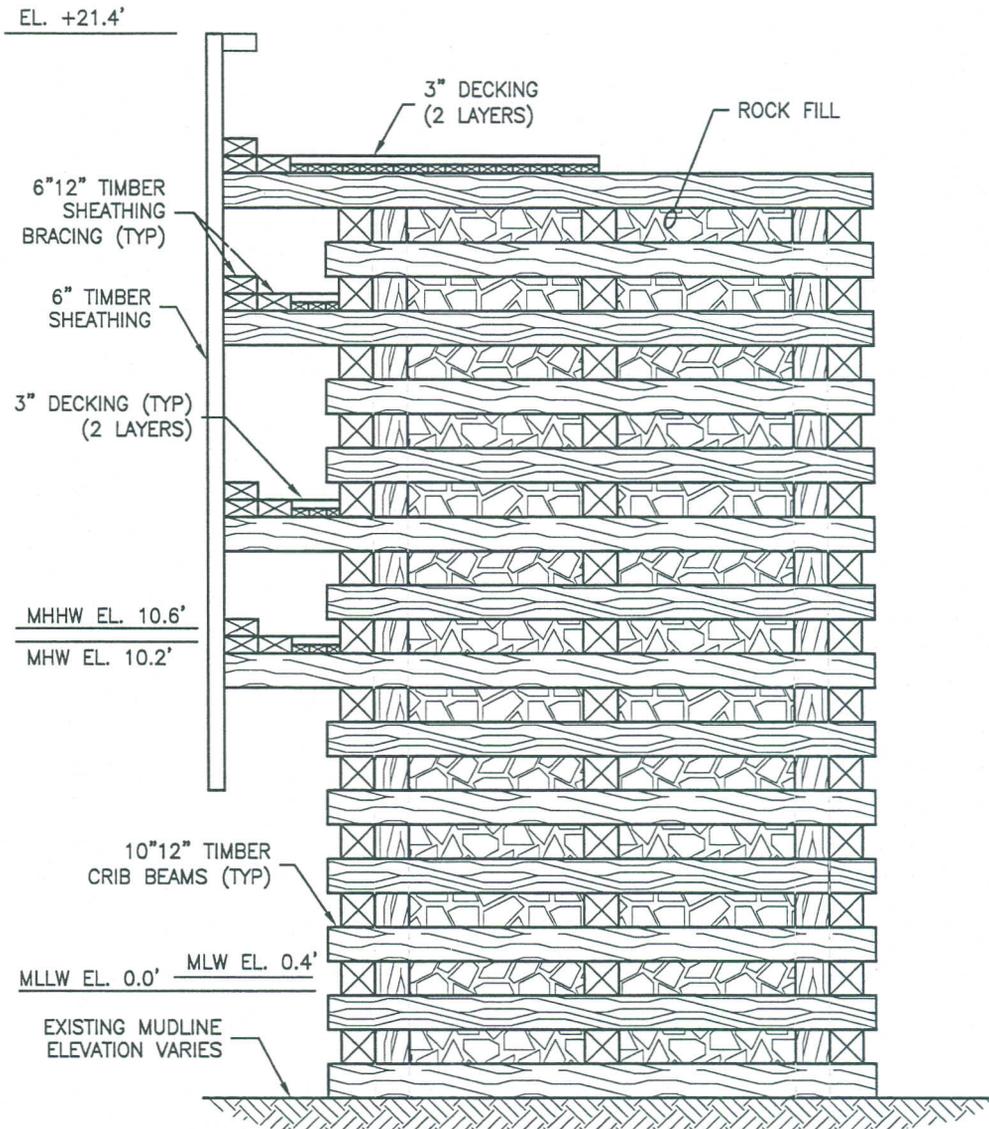
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 SCALE IN FEET

APPLICATION BY:  
 MAINE STATE FERRY SERVICE  
 MAINE DEPARTMENT OF TRANSPORTATION  
 16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

DEMOLISH EXISTING FERRY SLIP STRUCTURES AND INSTALL NEW STEEL PILE SUPPORTED CONCRETE DOLPHINS AND TIMBER WAVE FENCE

IN: MACKAREL COVE  
 AT: SWANS ISLAND TERMINAL  
 COUNTY: HANCOCK STATE: ME

SHEET 4 OF 12 DATE: 11/24/08 122



TYPICAL CRIB STRUCTURE

**SECTION C-C**

SCALE: 3/16"=1'-0"

PURPOSE: REHABILITATION OF FERRY TERMINAL SLIP

DATUM: MLLW = 0.0'  
MLW = 0.4'  
MHW = 10.2'  
MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
BOX 333 MEDFIELD, MA. 02052

**EXISTING SECTION**

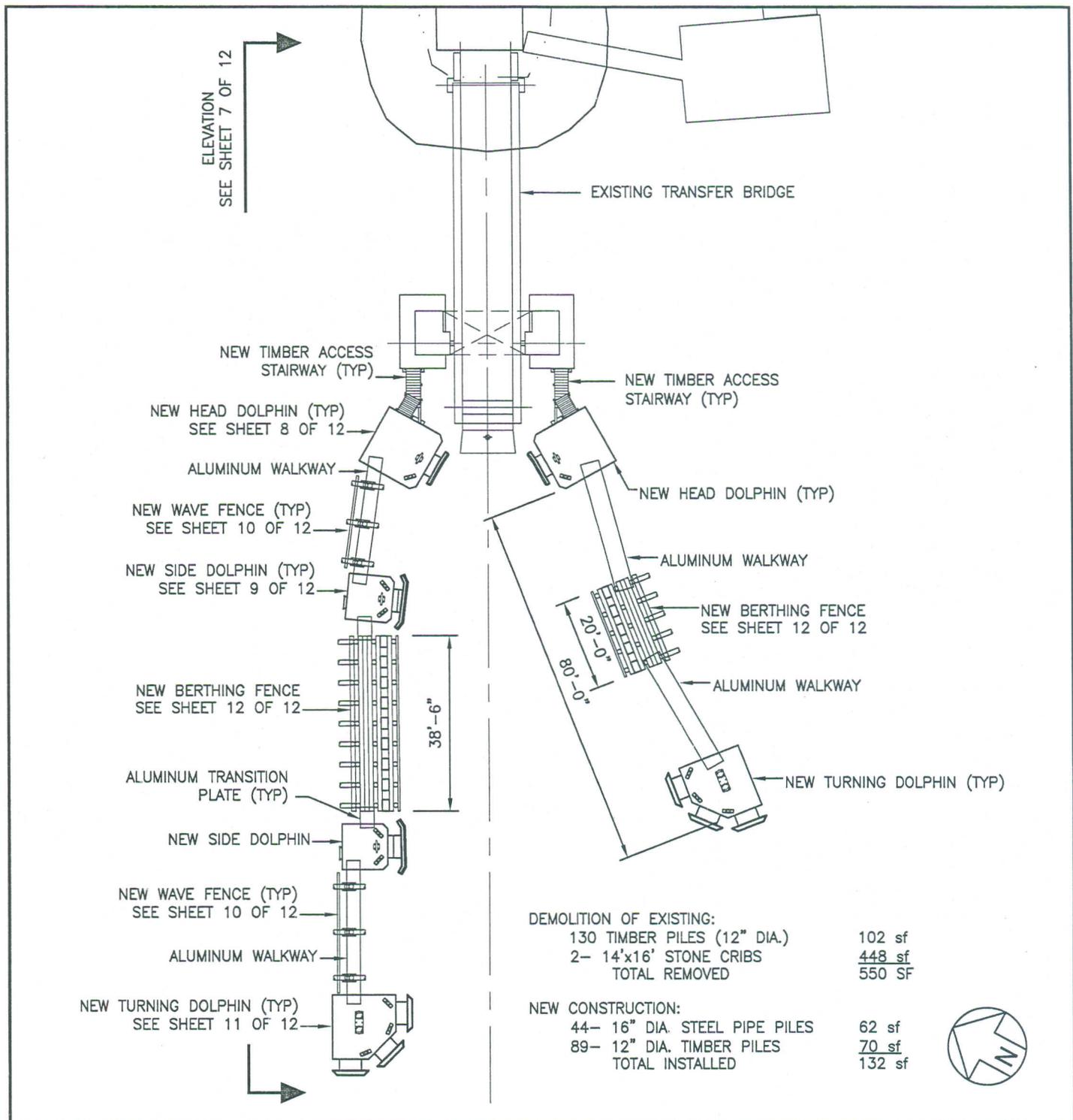


APPLICATION BY:  
MAINE STATE FERRY SERVICE  
MAINE DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

DEMOLISH EXISTING FERRY SLIP STRUCTURES AND INSTALL NEW STEEL PILE SUPPORTED CONCRETE DOLPHINS AND TIMBER WAVE FENCE

IN: MACKAREL COVE  
AT: SWANS ISLAND TERMINAL  
COUNTY: HANCOCK STATE: ME

SHEET 5 OF 12 DATE: 11/24/08 <sup>123</sup>



ELEVATION  
SEE SHEET 7 OF 12

EXISTING TRANSFER BRIDGE

NEW TIMBER ACCESS  
STAIRWAY (TYP)

NEW TIMBER ACCESS  
STAIRWAY (TYP)

NEW HEAD DOLPHIN (TYP)  
SEE SHEET 8 OF 12

NEW HEAD DOLPHIN (TYP)

ALUMINUM WALKWAY

NEW WAVE FENCE (TYP)  
SEE SHEET 10 OF 12

ALUMINUM WALKWAY

NEW SIDE DOLPHIN (TYP)  
SEE SHEET 9 OF 12

NEW BERTHING FENCE  
SEE SHEET 12 OF 12

NEW BERTHING FENCE  
SEE SHEET 12 OF 12

20'-0"  
80'-0"

ALUMINUM WALKWAY

ALUMINUM TRANSITION  
PLATE (TYP)

NEW TURNING DOLPHIN (TYP)

NEW SIDE DOLPHIN

NEW WAVE FENCE (TYP)  
SEE SHEET 10 OF 12

DEMOLITION OF EXISTING:

130 TIMBER PILES (12" DIA.)	102 sf
2- 14'x16' STONE CRIBS	448 sf
TOTAL REMOVED	550 SF

ALUMINUM WALKWAY

NEW CONSTRUCTION:

44- 16" DIA. STEEL PIPE PILES	62 sf
89- 12" DIA. TIMBER PILES	70 sf
TOTAL INSTALLED	132 sf

NEW TURNING DOLPHIN (TYP)  
SEE SHEET 11 OF 12



PURPOSE: REHABILITATION OF FERRY  
TERMINAL SLIP

DATUM: MLLW = 0.0'  
MLW = 0.4'  
MHW = 10.2'  
MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
BOX 333 MEDFIELD, MA. 02052

**PROPOSED PLAN**

30 15 0 30

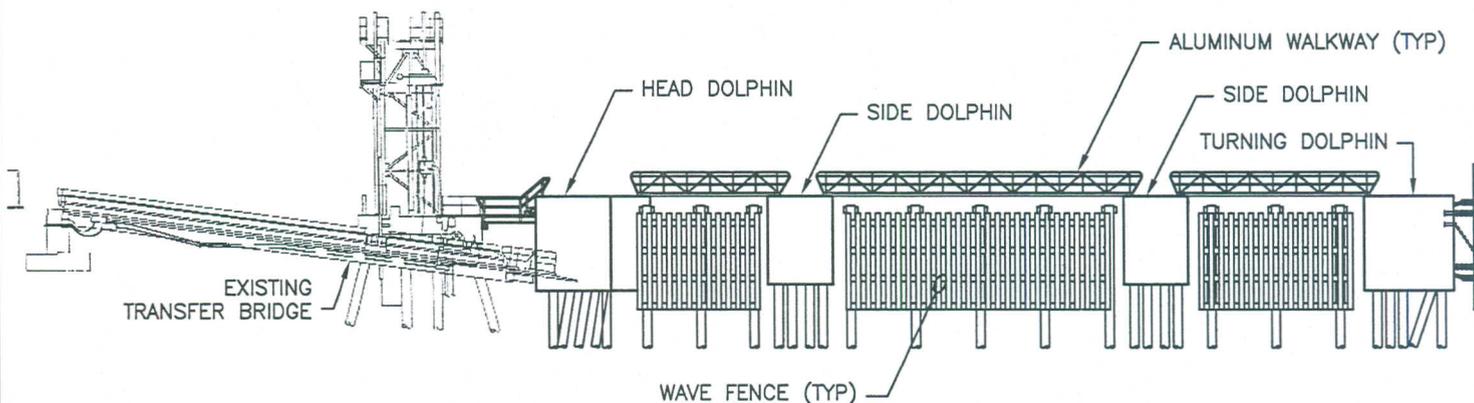
SCALE IN FEET

APPLICATION BY:  
MAINE STATE FERRY SERVICE  
MAINE DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

DEMOLISH EXISTING FERRY SLIP  
STRUCTURES AND INSTALL NEW STEEL  
PILE SUPPORTED CONCRETE DOLPHINS  
AND TIMBER WAVE FENCE

IN: MACKAREL COVE  
AT: SWANS ISLAND TERMINAL  
COUNTY: HANCOCK STATE: ME

SHEET 6 OF 12 DATE: 11/24/08 124



**PROPOSED SWANS ISLAND TERMINAL ELEVATION**

SCALE: 1"=30'-0"



PURPOSE: REHABILITATION OF FERRY  
TERMINAL SLIP

DATUM: MLLW = 0.0'  
MLW = 0.4'  
MHW = 10.2'  
MHHW = 10.6'

CHILDS ENGINEERING CORPORATION  
BOX 333 MEDFIELD, MA. 02052

**PROPOSED PLAN**



APPLICATION BY:  
MAINE STATE FERRY SERVICE  
MAINE DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION, AUGUSTA, ME 04333-0016

DEMOLISH EXISTING FERRY SLIP  
STRUCTURES AND INSTALL NEW STEEL  
PILE SUPPORTED CONCRETE DOLPHINS  
AND TIMBER WAVE FENCE

IN: MACKAREL COVE  
AT: SWANS ISLAND TERMINAL  
COUNTY: HANCOCK STATE: ME 125  
SHEET 7 OF 12 DATE: 11/24/08



**DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a Programmatic General Permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine.

**I. GENERAL CRITERIA**

Activities with minimal impacts, as specified by the terms and conditions of this PGP and on the attached Appendix A, Definition of Categories, are either:

Category 1: Non-reporting. Eligible without screening (provided the authorizations are obtained which this permit states are necessary for activities to be eligible for authorization under this non-reporting category), or,

Category 2: Reporting. Require screening and a written determination of eligibility under the PGP by the Corps after coordination with the U.S. Fish and Wildlife Service (U.S. FWS), U.S. Environmental Protection Agency (EPA) and the National Marine Fisheries Service (NMFS).

This PGP does not affect the Corps Individual Permit review process or activities exempt from Corps jurisdiction.

**II. ACTIVITIES COVERED:**

Work and structures that are located in, or that affect, navigable waters of the United States (U.S.) (Corps regulates under Section 10 of the Rivers and Harbors Act of 1899); the discharge of dredged or fill material into waters of the United States (Corps regulates under Section 404 of the Clean Water Act); and the transportation of dredged material for the purpose of disposal in the ocean (Corps regulates under Section 103 of the Marine Protection, Research and Sanctuaries Act).

**III. PROCEDURES:**

**A. State Approvals**

For projects authorized pursuant to this PGP, the following State approvals are also required. The applicable permits must be obtained in order for this PGP authorization to be valid (applicants are responsible for ensuring that all required State permits and approvals have been applied for and obtained):

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule and general permit authorizations (NRPA permit issuance constitutes both the state permit and the WQC); Site Location of Development Act permit; and Maine Waterway Development and Conservation Act permit.
- Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- Maine Department of Marine Resources: Lease.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Lease

NOTE: This PGP may authorize projects that are not regulated by the State of Maine (e.g., seasonal floats or moorings).

## **B. Corps Authorizations**

### **CATEGORY 1 (Non-Reporting)**

#### **Eligibility Criteria**

Activities in Maine may proceed without application or notification to the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 1 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15).

If the State or the Corps does not contact the applicant for DEP's Tier One permits during the DEP's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Federal Screening Procedures (see Page 4) for additional information regarding screening.

Project proponents seeking Category 1 authorizations are not relieved of the obligation to comply with this PGP's General Conditions (see Page 7) and other Federal laws such as the National Historic Preservation Act, the Endangered Species Act (ESA) and the Wild and Scenic Rivers Act. Therefore, consultation with the Corps and/or outside experts such as the Maine Historic Preservation Commission and the appropriate Indian tribes is recommended when there is a high likelihood of the presence of resources of concern.

Although Category 1 projects are non-reporting, the Corps reserves the right to require screening under Category 2 or Individual Permit review if there are concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority, Page 7).

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this PGP and not subject to jurisdiction under the NRPA and LURC Land Use Districts and Standards.

**Enforcement cases.** This PGP does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps or EPA enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.

### **CATEGORY 2 (Reporting – Requiring Screening)**

#### **Eligibility Criteria**

Activities in Maine require written approval from the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 2 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15),

These projects will be reviewed through interagency screening (see Federal Screening Procedures below) to determine whether such activities may be authorized under this PGP. To be eligible and

subsequently authorized, an activity must result in minimal impacts to the aquatic environment as determined by the Corps based on comments from the review team and the criteria listed above. Mitigation may be required to compensate for unavoidable impacts to ensure net effects of a project are minimal.

For Category 2 projects, applicants must obtain a written authorization from the Corps and State approvals as stated on Page 1.

To ensure compliance with the conditions of this PGP, consultation with the Corps and outside experts is required. This includes consultation with the Maine Historic Preservation Commission and the appropriate Native American Indian tribes to ensure compliance with Condition 8. Also, note the review thresholds under Category 2 apply to single and complete projects only (see General Condition 5).

**Enforcement cases.** See previous section.

### **Application Procedures**

The Corps must review and approve in writing all Category 2 activities. Generally, the State will provide the Corps with a copy of State applications received, but it is ultimately the applicant's responsibility to ensure the Corps receives the application from the State. Therefore, it is recommended that applicants either verify with the Corps receipt of their application from the State (DEP or LURC), or apply directly to the Corps with either a copy of their State application or a Corps application (ENG Form 4345). Applicants must apply directly to the Corps using ENG Form 4345 if the work is not State regulated.

Upon receipt of the application, the Corps will determine if it:

- (a) requires additional information (see "information typically required" on the following page);
- (b) is appropriate for screening with the Federal resource agencies (see Category 2 Federal Screening Procedures on the following page);
- (c) is ineligible under the terms and/or conditions of this PGP; or
- (d) will require Individual Permit review, regardless of whether the terms and conditions of this PGP are met, based on concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority).

If open water disposal is proposed, the Corps will make a suitability determination, fully coordinated with the Federal resource agencies, before coordinating a project at a joint processing meeting.

All Category 2 applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and the Indian tribe(s) listed on Page 17, at the same time, or before, they apply to the DEP, LURC, or the Corps, to be reviewed for the presence of historic, archaeological or tribal resources in the permit area that the proposed work may affect. Submittals to the DEP or Corps shall include information to indicate that this has been done (a copy of the applicant's cover letter to Maine Historic Preservation Commission and tribes or a copy of the Historic Preservation Commission and tribal response letters is acceptable).

### **Information Typically Required**

The following information may not be necessary for all projects. Please see [www.nae.usace.army.mil](http://www.nae.usace.army.mil) for a more comprehensive checklist. Select "Regulatory/Permitting," "Forms" and then "Application and Plan Guideline Checklist." Please check with our Maine office for project-specific requirements.

- (a) purpose of project;
- (b) 8½"x 11" locus map. 8½"x 11" plan views of the entire property, including property lines, and project limits with existing and proposed conditions;
- (c) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (d) legible, reproducible plans. Show mean low water (MLW), mean high water (MHW) and high tide line (HTL) elevations in navigable waters;
- (e) each plan should show the NGVD 1929 equivalent for the project's vertical datum (MLW, MLLW, MHW, HTL or other tidal datum for tidal projects) with the vertical units. Do not use local datum;
- (f) wetland delineation for the site, Corps wetland delineation data sheets (see web site), and calculations of waterway and wetland impact areas (see General Condition 2);
- (g) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (h) volume, type and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below ordinary high water in inland waters and below the high tide line in coastal waters;
- (i) limits of any Federal Navigation Project in the vicinity and State Plane Coordinates for the limits of the proposed work closest to the Federal Navigation Project;
- (j) on-site alternatives analysis. Please contact Corps for guidance;
- (k) identify and describe potential impacts to Essential Fish Habitat. See General Condition 11 and contact Corps for guidance;
- (l) photographs of wetland/waterway to be impacted.

**Information typically required for dredging projects:**

- (a) sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and, if done, would be at the applicant's risk.
- (b) the area in square feet and volume of material to be dredged below mean high water;
- (c) existing and proposed water depths;
- (d) type of dredging equipment to be used;
- (e) nature of material (e.g., silty sand);
- (f) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects;
- (g) information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area, location of the disposal site (include locus sheet);
- (h) shellfish survey;
- (i) identify and describe potential impacts to Essential Fish Habitat (see General Condition 11);
- (j) delineation of submerged aquatic vegetation (e.g., eelgrass beds).

**Federal Screening Procedures**

The Corps will review all complete applications for Category 2 projects requiring Corps approval at interagency screening meetings (or "joint processing" meetings) with the Federal resource agencies (U.S. FWS, EPA and NMFS) to determine whether such activities may be authorized under this PGP. The Federal resource agencies will comprise the interagency review team. The meetings are held at the Corps every three weeks, or coordinated as necessary to provide applicants with a timely response. The Corps and Federal resource agencies, at the branch chief or equivalent level, may agree on certain activities that do not need to be coordinated at these meetings.

If the Corps and Federal resource agencies determine that the activity is eligible for the PGP, the Corps will send an authorization letter directly to the applicant. The Corps will generally issue an eligibility determination within the State's review period, not to exceed 60 days. If the Corps determines that the activity is not eligible under the PGP or that additional information is required, the Corps will notify the applicant in writing and will send a copy of this notification to DEP or LURC.

For projects reviewed with the Federal resource agencies, the agencies may recommend, within ten business days, either 1) special conditions for projects to avoid or minimize adverse environmental effects and to ensure the terms and conditions of the PGP are met, or 2) Individual Permit review. The Corps will determine that a project is ineligible under this PGP and will begin its Individual Permit review procedures if any one of the Federal resource agencies, within ten business days of the screening meeting, expresses a concern within their area of expertise, states the resource or species that could be impacted by the project, and describes the impacts that, either individually or cumulatively, will be more than minimal.

This ten-day notice may be spoken and is not required to be fully documented, but must be confirmed with a written response within an additional ten working days from the date of the spoken comment. Written responses must be signed by the Federal resource agency field supervisor or branch chief, as appropriate, and must identify the affected resource within their area of expertise. The intent of the spoken notification is to allow the Corps to give timely notification to the applicant that additional information is needed and/or an Individual Permit may be required. The Corps may reinstate a project's eligibility under the PGP provided the Federal agencies' concerns are satisfied. The Federal resource agencies may request additional information within their area of expertise within ten business days of the screening meeting. This information shall be commensurate to the level of impact and agreed upon by the Corps. The agencies are allowed an additional ten business days after their receipt of additional information to provide special conditions or a written Individual Permit request to the Corps.

If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal resource agencies, will require an Individual Permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials.

### **Minerals Management Service (MMS) Review**

Projects with construction of solid fill structures or discharge of fill that may extend beyond the coastline or the baseline from which the territorial sea is measured (i.e., mean low water), must be coordinated with Minerals Management Service (MMS), Outer Continental Shelf (OCS) Survey Group, pursuant to the Submerged Lands Act (43 USC, Section 1301-1315, 33 CFR 320.4(f)). The Corps will forward project information to MMS for their review. The MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15-day review period will constitute a "no effect" determination. Otherwise, the solicitor's notification to the Corps may be spoken but must be followed with a written confirmation within ten business days from the date of the spoken notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structures or fills authorized under this PGP.

### Emergency Situations Procedures

Emergency situations are limited to sudden, unexpected occurrences that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. If an emergency situation requires action in less than 30 days after the occurrence, it qualifies for the amended notification procedures described below.

### Notification Procedures for Emergency Situations:

Any project proponent may request emergency authorization from the Corps, however the Corps will determine if a project qualifies for these emergency situation procedures. The Federal resource agencies, the Maine Historic Preservation Commission and the tribes will each designate an emergency contact and an alternate in the event the regular contact is unavailable. When an application for Category 2 work is received that the Corps determines is an “emergency” as defined above, the Corps will fax a copy of the plans and Determination of Eligibility to the agency representatives and their alternates. The resource agencies would then have 16 business hours to notify the Corps if they have any comments on authorization of the project under the PGP. Objections to the Corps determination of an “emergency” situation will not be accepted. If no response is received within 16 business hours, the Corps will proceed with a decision on the application. If the resource agencies have comments on the proposal, they will have 16 business hours to put their comments in writing. If written comments from the Federal agencies are not received within 16 business hours, the Corps will proceed with a decision on the application.

If a Federal agency requests that an Individual Permit be required for a project or requests modifications to the project based on concerns within their area(s) of expertise, the Corps will notify the applicant within one business day of receipt of that request that the project as proposed does not qualify for authorization under this PGP and the emergency Individual Permit procedures may be followed. In any event, the Corps will notify the applicant within 16 business hours of commencement of the screening process as to whether the project may proceed under this PGP.

### **IV. CORPS AUTHORIZATION: INDIVIDUAL PERMIT**

Work that is defined in the Individual Permit category of Appendix A – Definition of Categories, or that does not meet the terms and conditions of this PGP, will require an application for an Individual Permit from the Corps (see 33 CFR Part 325.1). The screening procedures outlined for Category 2 projects will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at our web site or by calling us (see Page 16). Individual water quality certification and coastal zone management consistency concurrence are required when applicable from the State of Maine before Corps permit issuance. The Federal resource agencies’ comments are due within ten working days after the Public Notice’s expiration date, unless the Corps receives and approves a written request for a time extension within ten working days after the notice’s expiration.

## V. PROGRAMMATIC GENERAL PERMIT CONDITIONS:

The following conditions apply to activities authorized under this Maine PGP, including all Category 1 (non-reporting) and Category 2 (reporting – requiring screening) activities:

### General Requirements

**1. Other Permits.** Authorization under this PGP does not obviate the need to obtain other Federal, State, or local authorizations required by law. This includes, but is not limited to, the project proponent obtaining a Flood Hazard Development Permit issued by the town, if necessary. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See <http://www.maine.gov>.

**2. Federal Jurisdictional Boundaries.** Applicability of this PGP shall be evaluated with reference to Federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the Federal criteria defined at 33 CFR 328-329. These sections prescribe the policy, practice and procedures to be used in determining the extent of jurisdiction of the Corps concerning “waters of the U.S.” and “navigable waters of the U.S.” Wetland boundaries shall be delineated in accordance with the January 1987 Corps of Engineers Wetlands Delineation Manual, located at <http://www.usace.army.mil/inet/functions/cw/cecwo/reg/wlman87.pdf>. The U.S. FWS publishes the National List of Plant Species that Occur in Wetlands, located at <http://www.nwi.fws.gov>. The Natural Resources Conservation Service (NRCS) develops the hydric soil definition and criteria, and publishes the current hydric soil lists, located at <http://soils.usda.gov/use/hydric/>.

**3. Minimal Effects.** Projects authorized by this PGP shall have no more than minimal individual and cumulative adverse environmental impacts as determined by the Corps.

**4. Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps retains discretionary authority to require Category 2 or Individual Permit review based on concerns for the aquatic environment or for any other factor of the public interest [33 CFR 320.4(a)]. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant Individual Permit review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review. Whenever the Corps notifies an applicant that an Individual Permit may be required, authorization under this PGP is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this PGP.

**5. Single and Complete Projects.** This PGP shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project shall be treated together as constituting one single and complete project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) unless the Corps determines that a component has independent utility. (The *Independent Utility* test is used to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.) For linear projects, such as power lines or pipelines with multiple

crossings, the “single and complete project” (i.e., single and complete crossing) will apply to each crossing of a separate water of the U.S. (i.e., single waterbody) at that location; except that for linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project, and may be reviewed for Category 1 eligibility. (However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies.) If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2. Also, this PGP shall not be used for any activity that is part of an overall project for which an Individual Permit is required, unless the Corps determines the activity has independent utility.

**6. Permit On-Site.** For Category 2 projects, the permittee shall ensure that a copy of this PGP and the accompanying authorization letter are at the work site (and the project office) authorized by this PGP whenever work is being performed, and that all personnel with operation control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this PGP. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means this PGP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract as a change order. 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 contained within the entire PGP authorization, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

### **National Concerns**

**7. St. John/St. Croix Rivers.** This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.

**8. Historic Properties.** Any activity authorized by this PGP shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission, the National Register of Historic Places, and the Penobscot, Passamaquoddy, Micmac, and Maliseet Tribal Historic Preservation Officers. See Page 17 for historic properties contacts. If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

**9. National Lands.** Activities authorized by this PGP shall not impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service.

**10. Endangered Species.** No activity may be authorized under this PGP which:

- is likely to adversely affect a threatened or endangered species, a proposed species, designated critical habitat, or proposed critical habitat as identified under the Federal ESA,
- would result in a “take” of any threatened or endangered species of fish or wildlife, or
- would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer (DE) that the requirements of the ESA have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. FWS and NMFS (see Page 16 for addresses).

**11. Essential Fish Habitat.** As part of the PGP screening process, the Corps will coordinate with NMFS in accordance with the 1996 amendments to the Magnuson-Stevens Fishery Conservation and Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed “Essential Fish Habitat (EFH)”, and is broadly defined to include “those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.” Applicants may be required to describe and identify potential impacts to EFH. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. For additional information, see the EFH regulations at 50 CFR Part 600 (<http://www.nmfs.noaa.gov>). Additional information on the location of EFH can be obtained from NMFS (see Page 16 for contact information).

Any work in any aquatic habitat in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the PGP and must be screened for potential impacts to EFH.

Androscoggin River	Hobart Stream	Passagassawaukeag River	Saco River
Aroostook River	Kennebec River	Patten Stream	Sheepscot River
Boyden River	Machias River	Penobscot River	St. Croix River
Dennys River	Narraguagus River	Pleasant River	Tunk Stream
Ducktrap River	Orland River	Presumpscot River	Union River
East Machias River			

**12. Wild and Scenic Rivers.** Any activity that occurs in a component of, or within 0.25 mile up or downstream of, the main stem or tributaries of a river segment of the National Wild and Scenic River System, must be reviewed by the Corps under the procedures of Category 2 of this PGP regardless of size of impact. This condition applies to both designated Wild and Scenic Rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If

preapplication consultation between the applicant and the NPS has occurred whereby NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to Wild and Scenic River issues), this determination should be furnished to the Corps with submission of the application. (See NPS address on Page 16.) National Wild and Scenic Rivers System segments for Maine as of September 2005 include: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 miles).

**13. Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps Federal Navigation Project (See Appendix B) than a distance of three times the project's authorized depth shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.

**14. Navigation.** (a) There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. (b) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**15. Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States (U.S.) in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

#### **Minimization of Environmental Impacts**

**16. Minimization.** Discharges of dredged or fill material into waters of the United States, including wetlands, shall be avoided and minimized to the maximum extent practicable. Permittees may only fill those jurisdictional wetlands that the Corps authorizes to be filled and impact those wetlands that the Corps authorizes as secondary impacts. For coastal structures such as piers and docks, the height above the marsh at all points should be equal to or exceed the width of the deck. The height shall be measured from the marsh substrate to the bottom of the longitudinal support beam. This will help ensure sunlight reaches the area beneath the structure.

**17. Heavy Equipment in Wetlands.** Heavy equipment, other than fixed equipment (drill rigs, fixed cranes, etc.), working within wetlands shall not be stored, maintained or repaired in wetlands unless it is less environmentally damaging otherwise, and as much as possible shall not be operated there. Where construction requires heavy equipment operation in wetlands, the equipment shall

either have low ground pressure (<3 psi), or shall not be located directly on wetland soils and vegetation; it shall be placed on swamp or timber mats that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. (See General Condition 18 below.) Other support structures that are less impacting and are capable of safely supporting equipment may be used with written Corps authorization. Similarly, not using mats during frozen, dry or other conditions may be allowed with written Corps authorization. An adequate supply of spill containment equipment shall be maintained on site.

NOTE: "Swamp mats" is a generic term used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes, and they include large timbers bolted or cabled together (timber mats). Corduroy roads, which are not considered to be swamp mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another.

**18. Temporary Fill.** Fill placed into waters of the U.S. (including wetlands) totaling greater than or equal to 4,300 SF (15,000 SF if a DEP Tier One Permit is issued) in total area (i.e., the sum of permanent and temporary fill areas) exceeds the Category 1 threshold and may not be discharged without written authorization from the Corps. When temporary fill is used (e.g., access roads, swamp mats, cofferdams), it shall be stabilized and maintained during construction in such a way as to prevent soil eroding into portions of waters of the U.S. where it is not authorized. Swamp or timber mats (see Gen.Cond. 17 above) are considered as temporary fill when they are removed immediately upon work completion. The area must be restored in accordance with Gen.Cond. 19.

- Unconfined temporary fill authorized for discharge into flowing water (rivers and streams) shall consist only of clean washed stone.
- Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric laid on the pre-construction wetland grade. (Swamp and timber mats are excluded from this requirement.)
- Temporary fill shall be removed as soon as it is no longer needed, and it shall be disposed of at an upland site and suitably contained to prevent subsequent erosion into waters of the U.S.
- Waters of the U.S. where temporary fill was discharged shall be restored (see Gen.Cond. 19).
- No temporary work shall drain a water of the U.S. by providing a conduit for water on or below the surface.

**19. Restoration.**

- Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be stabilized with a wetland seed mix containing only plant species native to New England.
- The introduction or spread of invasive plant species in disturbed areas shall be controlled.
- In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.
- Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.

**20. Coastal Bank Stabilization.** Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction should be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable. For example, vertical bulkheads should only be used in situations where reflected wave energy can be tolerated. This generally eliminates bodies of water where the reflected wave energy may interfere with or impact on harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. It typically has a less adverse effect on the beach in front of it, abutting properties and wildlife. For more information, see the Corps Coastal Engineering Manual (supersedes the Shore Protection Manual), located at <http://chl.erdc.usace.army.mil>. Select “Products/ Services,” “Publications.” Part 5, Chapter 7-8, a(2)c is particularly relevant.

**21. Sedimentation and Erosion Control.** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences, hay bales or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices must be removed in a timely manner upon completion of work, but not until the disturbed areas have been stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

## **22. Waterway Crossings.**

(a) All temporary and permanent crossings of waterbodies (waterways and wetlands) shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction. (NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this PGP).

(b) Aquatic Life Movements. No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity’s primary purpose is to impound water. For new permanent crossings, open bottom arches, bridge spans or embedded culverts are generally preferred over traditional culverts and should be installed when practicable. Coordination with the Corps is recommended for Category 1 projects when site constraints (e.g., placing footings) may render open bottom arches, bridge spans or embedded culverts impractical. In these cases, well-designed culverts may actually perform better. Culverts shall be installed with their inverts embedded below existing streambed grade to avoid “hanging” and associated impediments to fish passage. The “Design of Road Culverts for Fish Passage” provides design guidance and is available at [www.nae.usace.army.mil](http://www.nae.usace.army.mil), “Regulatory/Permitting,” “Other.”

(c) Culverts at waterbody crossings shall be installed in such a manner as to preserve hydraulic connectivity, at its present level, between the wetlands on either side of the road. The permittee shall take necessary measures to correct wetland damage due to lack of hydraulic connectivity.

(d) Culverts and bridges shall span the waterway a minimum of 1.2 times the bankfull width in probable fish bearing waterways to qualify as a Category 1 non-reporting activity. See “Design of Road Culverts for Fish Passage,” referenced in (b) above, for information on bankfull width.

(e) Projects using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), plastic pipes, and High Density Polyethylene Pipes (HDPP) are not allowed as non-reporting Category 1 activities, either as new work or maintenance activities.

(f) Waterbody crossings shall be culverted to at least municipal or State standards. The Maine DEP's stream crossing standards are at 06-096, Chapter 305: Permit by Rule, Section 10. Stream crossings (bridges, culverts and fords).

(g) Waterway crossings proposed by the Maine Dept. of Transportation should conform to the MDOT Fish Passage Policy and Design Guides.

(h) Construction equipment shall not cross streams without the use of temporary bridges, culverts, or cofferdams.

(i) For projects that otherwise meet the terms of Category 1, in-stream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category 1 and shall be screened pursuant to Category 2, regardless of the waterway and wetland fill and/or impact area.

**23. Discharge of Pollutants.** All activities involving any discharge of pollutants into waters of the U.S. authorized under this PGP shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 USC 1251) and applicable State and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this PGP, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the EPA. Applicants may presume that State water quality standards are met with the issuance of a LURC or DEP NRPA permit.

**24. Spawning Areas.** Discharges of dredged or fill material, and/or suspended sediment producing activities in fish and shellfish spawning or nursery areas and amphibian and waterfowl breeding areas during spawning or breeding seasons shall be avoided. During all times of year, impacts to these areas shall be avoided or minimized to the maximum extent practicable.

**25. Storage of Seasonal Structures.** Coastal structures, such as pier sections and floats, that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location located above mean high water (MHW) and not in tidal wetlands. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate and the substrate seaward of MHW. Seasonal storage of structures in navigable waters, e.g., in a protected cove on a mooring, requires Corps and local harbormaster approval.

**26. Environmental Functions and Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and minimize any adverse impacts on existing fish, wildlife, and natural environmental functions and values.

**27. Protection of Vernal Pools.** Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in Appendix A - Definitions of Categories, shall be minimized to the maximum extent possible.

## **Procedural Conditions**

**28. Cranberry Development Projects.** For cranberry development projects authorized under the PGP, the following conditions apply:

- If a cranberry bog is abandoned for any reason, the area must be allowed to revert to natural wetlands unless an Individual Permit is obtained from the Corps allowing the discharge of fill for an alternate use.
- No stream diversion shall be allowed under this permit.
- No impoundment of perennial streams shall be allowed under this permit.
- The project shall be designed and constructed to not cause flood damage on adjacent properties.

**29. Inspections.** The permittee shall allow the District Engineer (DE) or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The DE may also require post-construction engineering drawings for completed work and post-dredging survey drawings for any dredging work.

**30. Work Start Notification Form and Compliance Certification.** Every permittee who receives a written Category 1 or 2 PGP authorization from the Corps must submit a 1) Work Start Notification Form (WSNF) two weeks before work commencement, and 2) signed 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). The Corps will forward the blank WSNF and Compliance Certification Form with the authorization letter. The Compliance Certification Form will include: (a) a statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; (b) a statement that any required mitigation was completed in accordance with the permit conditions; and (c) the signature of the permittee certifying the completion of the work and mitigation.

**31. Maintenance.** The permittee shall maintain the work or structures authorized herein in good condition and in conformance with the terms and conditions of this permit. This does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds in Appendix A and/or any conditions included in a written Corps authorization. Maintenance dredging includes only those areas and depths previously authorized and dredged. Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2).

**32. Property Rights.** This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations. If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.

**33. Modification, Suspension, and Revocation.** This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7. Any such action shall not be the basis for any claim for damages against the United States.

**34. Restoration.** The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

**35. Special Conditions.** The Corps, independently or at the request of the Federal resource agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.

**36. False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.

**37. Abandonment.** If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.

**Duration of Authorization/Grandfathering:**

**38. Duration of Authorization.** This PGP expires five years from the effective date listed at the top of Page 1. Activities authorized under Category 1 of this PGP that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this PGP's authorization will remain authorized provided the activity is completed within 12 months of the PGP's expiration date. Activities authorized under Category 2 of this PGP will remain authorized in accordance with the project-specific date that the Corps provides to the permittee in the PGP authorization letter, unless:

- (a) The PGP is either modified or revoked, or
- (b) Discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2).

**39. Previously Authorized Activities.**

- (a) Activities completed under the authorizations of past PGPs that were in effect at the time the activity was completed will continue to be authorized by those PGPs.
- (b) Completed projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this PGP or the previous nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by this PGP.

## VI. CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

### 1. FEDERAL

#### U.S. Army Corps of Engineers

Maine Project Office  
675 Western Avenue #3  
Manchester, Maine 04351  
(207) 623-8367  
(207) 623-8206 (fax)

#### Federal Endangered Species

U.S. Fish and Wildlife Service  
Maine Field Office  
1168 Main Street  
Old Town, Maine 04468  
(207) 827-5938  
207-827-6099 (fax)

#### Wild and Scenic Rivers

National Park Service  
North Atlantic Region  
15 State Street  
Boston, Massachusetts 02109  
(617) 223-5203

#### Federal Endangered Species & Essential

##### Fish Habitat

National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, Massachusetts 01939  
(978) 281-9102  
(978) 281-9301 (fax)

#### Bridge Permits

Commander (obr)  
First Coast Guard District  
One South Street - Battery Bldg  
New York, New York 10004  
(212) 668-7021

### 2. STATE OF MAINE

#### Maine Department of Environmental Protection (For State Permits & Water Quality Certifications)

Division of Land Resource Regulation  
Bureau of Land and Water Quality  
17 State House Station  
Augusta, Maine 04333  
(207) 287-2111

Southern Maine Regional Office  
312 Canco Road  
Portland, Maine 04103  
(201) 822-6300

Eastern Maine Regional Office  
106 Hogan Road  
Bangor, Maine 04401  
(207) 941-4570

Northern Maine Regional Office  
1235 Central Drive - Skyway Park  
Presque Isle, Maine 04769  
(207) 764-0477

#### Maine Land Use Regulation Commission (LURC) [call (800) 452-8711 for appropriate LURC office]

22 State House Station  
Augusta, ME 04333-0022  
(207) 287-2631  
(207) 287-7439 (fax)

45 Radar Road  
Ashland, ME 04732-3600  
(207) 435-7963  
(207) 435-7184 (fax)

Lakeview Drive  
P.O. Box 1107  
Greenville, ME 04441  
(207) 695-2466  
(207) 695-2380 (fax)

*(For CZM Determinations)*

State Planning Office  
Coastal Program  
184 State Street  
State House Station 38  
Augusta, Maine 04333  
(207) 287-1009

*(For Submerged Lands Leases)*

Maine Department of Conservation  
Bureau of Parks and Lands  
22 State House Station  
Augusta, Maine 04333  
(207) 287-3061

**3. HISTORIC PROPERTIES**

Maine Historic Preservation Commission

State House Station 65  
Augusta, Maine 04333-0065  
(207) 287-2132  
(207) 287-2335 (fax)

Aroostook Band of Micmacs

Attn: Mr. Williams Phillips, Chief  
7 Northern Road  
Presque Isle, Maine 04769  
(207) 764-1972  
(207) 764-7667 (fax)

Houlton Band of Maliseet Indians

Attn: Tribal Chief  
88 Bell Road  
Littleton, Maine 04730  
(207) 532-4273, x215  
(207) 532-2660 (fax)

191 Main Street  
East Millinocket, ME 04430  
(207) 746-2244  
(207) 746-2243

*(For Aquaculture Leases)*

Maine Department of Marine Resources  
P.O. Box 8  
West Boothbay Harbor, Maine 04575  
(207) 633-9500

Passamaquoddy Tribe of Indians

Pleasant Point Reservation  
Attn: Tribal Council  
P.O. Box 343  
Perry, Maine 04667  
(207) 853-2600  
(207) 853-6039 (fax)

Passamaquoddy Tribe of Indians

Indian Township Reservation  
Attn: Donald Soctomah, THPO  
P.O. Box 301  
Princeton, Maine 04668  
(207) 796-2301  
(207) 796-5256 (fax)

Penobscot Indian Nation

Indian Island Reservation  
Attn: Ms. Bonnie Newsom, THPO  
12 Wabanaki Way  
Indian Island, Maine 04468  
(207) 817-7471  
(207) 817-7450 (fax)

**4. ORGANIZATIONAL WEBSITES:**

Army Corps of Engineers	<a href="http://www.nae.usace.army.mil">www.nae.usace.army.mil</a> (click "Regulatory/Permitting")
Corps of Engineers Headquarters	<a href="http://www.usace.army.mil">www.usace.army.mil</a> (click "Services for the Public")
Environmental Protection Agency	<a href="http://www.epa.gov/owow/wetlands/">www.epa.gov/owow/wetlands/</a>
National Marine Fisheries Service	<a href="http://www.nmfs.noaa.gov">www.nmfs.noaa.gov</a>
U.S. Fish and Wildlife Service	<a href="http://www.fws.gov">www.fws.gov</a>
National Park Service	<a href="http://www.nps.gov/rivers/index.html">www.nps.gov/rivers/index.html</a>
State of Maine	<a href="http://www.maine.gov">www.maine.gov</a>
State of Maine -Aquaculture Guidelines	<a href="http://www.maine.gov/dmr/aquaculture/index.htm">www.maine.gov/dmr/aquaculture/index.htm</a>

*for* Christine J. Grey 10-11-05  
District Engineer Date

**APPENDIX A: DEFINITION OF CATEGORIES**

<p><b>A. INLAND WATERS AND WETLANDS</b></p>	<p><b>Inland Waters and Wetlands:</b> Waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds and wetlands, and excluding Section 10 Navigable Waters of the U.S. The jurisdictional limits are the ordinary high water (OHW) mark in the absence of adjacent wetlands, beyond the OHW mark to the limit of adjacent wetlands when adjacent wetlands are present, and the wetland limit when only wetlands are present. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands<sup>1</sup> to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on the next page.)</p>		
<p>(a) NEW FILL/ EXCAVATION DISCHARGES</p>	<p><b>CATEGORY 1</b></p> <p>&lt;4,300 SF inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats are considered as fill. [See General Condition (GC) 18.]</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• In-stream (e.g., rivers, streams, brooks, etc.) work limited to Jul 15 - Oct 1</li> <li>• In-stream work of up to 4,300 SF of fill below OHW in waterways not designated as EFH for Atlantic salmon (see GC 11, Page 9) and performed in accordance with Maine Permit By Rule standards or a LURC permit.</li> <li>• Waterway crossings shall comply with GC 22.</li> <li>• Projects covered by a DEP Tier One permit with no cumulative impacts &gt; 15,000 SF in inland wetlands from previous permits, unauthorized work, and/or other state permits.</li> <li>• Subdivision fill complies with GC 5, Single and Complete Projects (see Page 7).</li> </ul> <p><u>This category excludes:</u></p> <ul style="list-style-type: none"> <li>• Dams, dikes or activities involving water diversions.<sup>2</sup></li> <li>• Non-State approved sediment releases/slucices from dams.</li> <li>• Open trench excavation in flowing waters (see GC 22, Page 12).</li> </ul>	<p><b>CATEGORY 2</b></p> <p>4,300 SF to &lt;3 acres inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats filling any area ≥4,300 SF are reviewed in Category 2. (See GC 18, Page 11.)</p> <p><u>Includes:</u> In-stream work, including crossings (other than spanned crossing as described in Category 1) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon. Time of year restrictions determined case-by-case.</p> <p>Projects with proactive restoration as a primary purpose with impacts of any area ≥4,300 SF. The Corps, in consultation with State &amp; Federal agencies, must determine that net adverse effects are not more than minimal.</p> <p>Specific activities with impacts of any area ≥4,300 SF required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.</p>	<p><b>INDIVIDUAL PERMIT</b></p> <p>≥3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback).<sup>5</sup></p> <p>EIS required by the Corps.</p> <p>In-stream work exceeding Category 2 limits.</p>
<p>Maine PGP</p>	<p align="center">1</p>	<p align="center">October 11, 2005</p>	<p align="center">October 11, 2005</p>

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
	<ul style="list-style-type: none"> <li>• Work in waters designated as EFH for Atlantic salmon (see GC 11, Page 9), unless the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 SF of associated wetland impact.</li> <li>• Work in Special Inland Waters or Wetlands<sup>3</sup> (vernal pools).</li> <li>• Work in special aquatic sites (SAS)<sup>4</sup> other than wetlands.</li> <li>• Work within ¼ mile of a Wild and Scenic River (see GC 12, Page 9).</li> <li>• Work on National Lands (see GC 9, Pg. 9).</li> <li>• Work affecting threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).</li> </ul>		
<b>(b) BANK STABILIZATION PROJECTS</b>	<p>Inland bank stabilization &lt;100 FT long and &lt;1 CY of fill per linear foot below OHW.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• In-stream work limited to Jul 15 - Oct 1.</li> <li>• No work in special inland waters &amp; wetlands<sup>3</sup> and SAS<sup>4</sup>.</li> <li>• No open trench excavation in flowing waters (see GC 22, Page 12).</li> <li>• No structures angled steeper than 3H:1V allowed. Only rough-faced stone or fiber roll revetments allowed.</li> <li>• No work affects threatened or endangered species (see GC 10, Page 9) or EFH (see GC 11, Page 9).</li> </ul>	<p>Inland bank stabilization ≥100 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.</p>	
<b>(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS</b>	<p>Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use.</p> <p>*Conditions of the original authorization apply, however minor deviations in fill design allowed.<sup>6</sup></p>	<p>Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion &lt;3 acres, or with a change in use.</p>	<p>Replacement of non-serviceable fill, or repair/maintenance of serviceable fill, with expansion ≥1 acre.</p>

<b>II. NAVIGABLE WATERS</b>		<b>Navigable Waters of the United States:</b> Waters that are subject to the ebb and flow of the tide and Federally designated navigable rivers (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the Federally designated navigable rivers. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands <sup>1</sup> to tidal waters are also reviewed in this Navigable Waters section.	
	<b>CATEGORY 1</b>	<b>CATEGORY 2</b>	<b>INDIVIDUAL PERMIT</b>
(a) FILL	Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization.	<1 acre fill and/or secondary waterway impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill.  Temporary fill or excavation <1 acre in SAS <sup>4</sup> .  Permanent fill or excavation <1,000 SF in SAS <sup>4</sup> .  Permanent fill and/or excavation ≥1,000 SF in SAS <sup>5</sup> when associated with a project with proactive restoration as a primary purpose. The Corps, in consultation with Federal & state agencies, must determine that net adverse effects are not more than minimal.  Specific activities with impacts of any area required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.	≥1 acre waterway fill and/or secondary waterways or wetland impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill.  Temporary fill or excavation ≥1 acre in SAS <sup>4</sup> .  Permanent fill or excavation ≥1,000 SF in SAS <sup>4</sup> other than as specified in Cat. 2  EIS required by the Corps.
(b) REPAIR AND MAINTENANCE WORK	Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use. *Conditions of the original authorization apply. Must be rebuilt in same footprint, however minor deviations in structure design allowed <sup>6</sup>	Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion <1 acre, or with a change in use.	Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fill, with replacement or expansion ≥1 acre.

	<b>CATEGORY 1</b>	<b>CATEGORY 2</b>	<b>INDIVIDUAL PERMIT</b>
(c) DREDGING AND ASSOCIATED DISPOSAL	<p>Maintenance dredging for navigational purposes &lt;1,000 cy with upland disposal. Includes return water from upland contained disposal area.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• Proper siltation controls are used.</li> <li>• Dredging &amp; disposal operation limited to November 1 - January 15.</li> <li>• No impact to special aquatic sites<sup>4</sup>.</li> <li>• No dredging in intertidal areas.</li> <li>• No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).</li> </ul>	<p>Maintenance dredging <math>\geq 1,000</math> CY, new dredging &lt;25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• Disposal includes 1) upland, 2) beach nourishment (above MHW) of any area provided dredging's primary purpose is navigation or sand is from an upland source and Corps, in consultation w/Federal and State agencies, determines the net adverse effects are not more than minimal; and</li> <li>3) open water &amp; confined aquatic disposal, if Corps, in consultation with Federal and State agencies, finds the material suitable.</li> </ul>	<p>Maintenance dredging and/or disposal (any amount) in or affecting a SAS<sup>4</sup>. See II(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging <math>\geq 25,000</math> CY, or any amount in or affecting SAS<sup>4</sup>.</p> <p>Beach nourishment associated with dredging when the primary purpose is not navigation (i.e., aggregate/sand mining) or the material is from an upland source.</p>
(d) MOORINGS	<p>Private, non-commercial, non-rental, single-boat moorings authorized by the local harbormaster.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>• Not associated with any boating facility<sup>7</sup></li> <li>• Not located in a Federal Navigation Project other than a Federal Anchorage. Moorings in Federal Anchorage not associated with a boating facility<sup>7</sup>.</li> <li>• No interference with navigation</li> <li>• Not located in vegetated shallows<sup>8</sup></li> <li>• Within 1/4 mile of the owner's residence or a public access point.<sup>9</sup></li> </ul> <p>Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings associated with a boating facility<sup>7</sup>.</p> <p>Moorings that don't meet the terms in Category 1 and don't require an Individual Permit.</p> <p>Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits<sup>10</sup> of a Corps Federal Channel. (See Appendix B.) The buffer zone is equal to three times the authorized depth of that channel.</p>	<p>Moorings within the horizontal limits<sup>10</sup>, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project (See App. B), except those in Federal Anchorages under Category 1.</p> <p>Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.</p>

	<b>CATEGORY I</b>	<b>CATEGORY 2</b>	<b>INDIVIDUAL PERMIT</b>
(e) STRUCTURES AND FLOATS	<p>Reconfiguration of existing authorized structures or floats.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> <li>Structures not positioned over vegetated shallows<sup>8</sup> or salt marsh.</li> <li>Floats supported off substrate at low tide.</li> <li>No dredging, additional slips or expansion.</li> <li>No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9)..</li> </ul>	<p>Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent)</p> <p>Expansions to existing boating facilities<sup>7</sup>.</p> <p>Compliance with the following is recommended, but not required:</p> <ul style="list-style-type: none"> <li>Pile-supported structures &lt;400 SF, with attached floats totaling ≤200 SF.</li> <li>Bottom anchored floats ≤200 SF.</li> <li>Structures are ≤4' wide and have at least a 1:1 height:width ratio<sup>11</sup>.</li> <li>Floats supported above the substrate during all tides.</li> <li>Structures &amp; floats not located within 25' of any vegetated shallows<sup>8</sup>.</li> <li>Moored vessels not positioned over SAS<sup>4</sup>.</li> <li>No structure located within 25' of the riparian property boundary.</li> <li>No structure extends across &gt;25% of the waterway width at mean low water.</li> <li>Not located within the buffer zone of the horizontal limits<sup>10</sup> of a Corps Federal Navigation Project (FNP) (See App. B). The buffer zone is equal to three times the authorized depth of that FNP.</li> </ul>	<p>Structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project (see App. B).</p> <p>Structures and floats associated with a new or previously unauthorized boating facility<sup>7</sup>.</p> <p>Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.</p>
(f) MISCELLANEOUS	<p>Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR part 66, Chapter I, subchapter C).<sup>12</sup></p>	<p>Structures or work in or affecting tidal or navigable waters, that are not defined under any of the previous headings listed above. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, floatways/skidways, bridges, tunnels and horizontal directional drilling activities seaward of the MHW line.</p>	<p>EIS required by the Corps.</p> <p>Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended.</p>

	<p>Oil spill clean-up temporary structures or fill. Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>Scientific measurement devices and survey activities such as exploratory drilling, surveying and sampling activities. Does not include oil and gas exploration and fill for roads or construction pads.</p> <p>Shellfish seeding (brushing the flats<sup>12</sup>) projects.</p> <p>Provided:</p> <ul style="list-style-type: none"> <li>• No work in National Wildlife Refuges.</li> <li>• No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).</li> </ul>	<p>Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended. Aquaculture guidelines are provided at: <a href="http://www.maine.gov/dmr/aquaculture/index.htm">www.maine.gov/dmr/aquaculture/index.htm</a>.</p>	<p>Aquaculture guidelines are provided at: <a href="http://www.maine.gov/dmr/aquaculture/index.htm">www.maine.gov/dmr/aquaculture/index.htm</a>.</p>
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<sup>1</sup> **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary highwater mark (MHW in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natural or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary highwater mark and above the normal hydrologic influence of their adjacent waterbody. Note, with respect to the Federally designated navigable rivers, the wetlands bordering and contiguous to the tidally influenced portions of those rivers are reviewed under "II. Navigable Waters."

<sup>2</sup> **Water Diversions:** Water diversions are activities such as bypass pumping or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

<sup>3</sup> **Special Inland Waters and Wetlands:** Vernal Pools - Temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

<sup>4</sup> **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows.

<sup>5</sup> **IP Required:** The greater the impacts, the more likely an Individual Permit will be required. The Corps will determine the need for compensatory mitigation on a case-by-case basis.

<sup>6</sup> **Maintenance:** Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environmental effects resulting from such repair, rehabilitation or replacement are minimal. No seaward expansion for bulkheads or any other fill activity is considered Category I maintenance. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

<sup>7</sup> **Boating Facilities:** Facilities that provide, rent, or sell mooring space, such as marinas, yacht clubs, boat yards, town facilities, dockominiums, etc.

<sup>8</sup> **Vegetated Shallows:** Subtidal areas that support rooted aquatic vegetation such as eelgrass

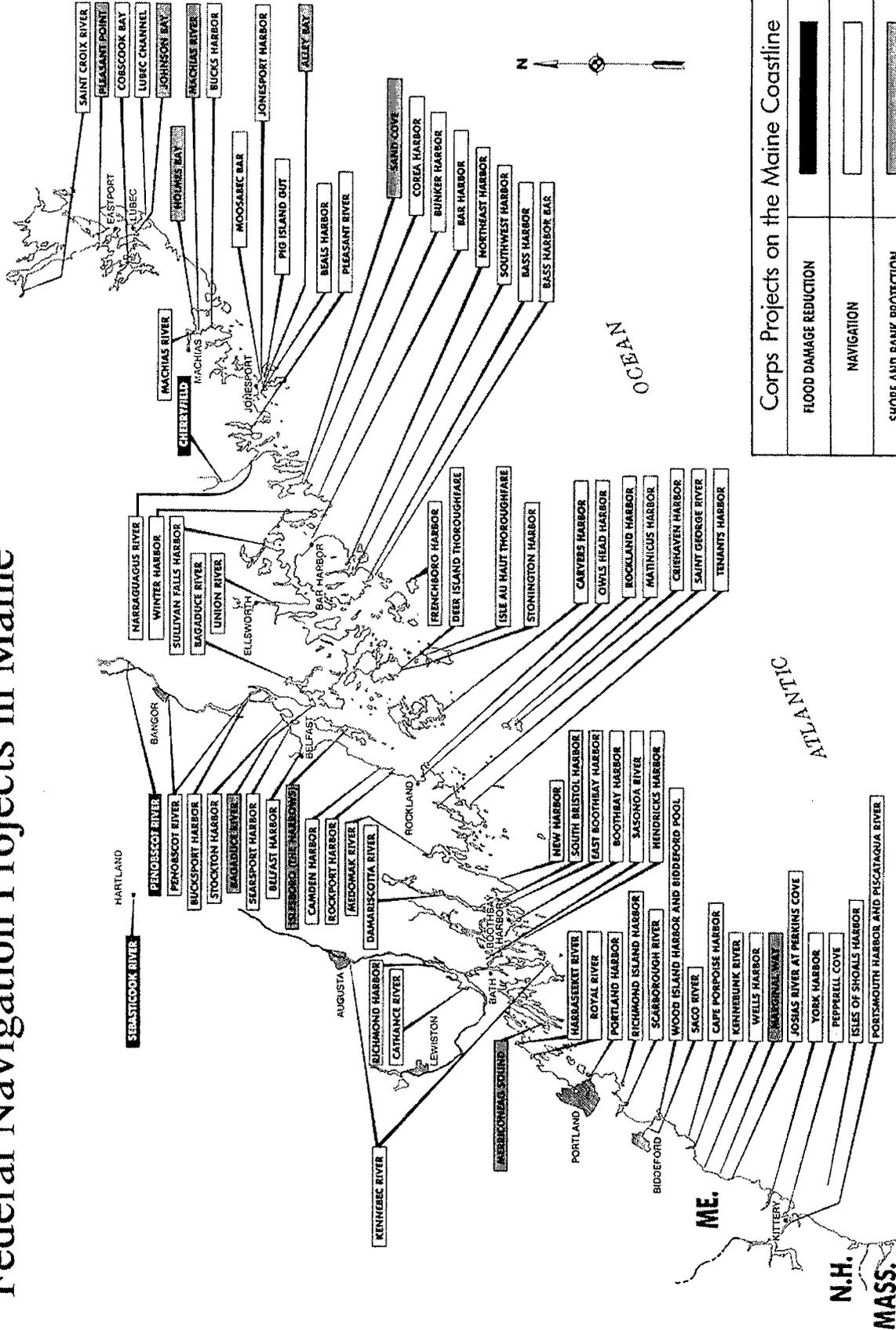
<sup>9</sup> **Mooring Location:** Cannot be at a remote location to create a convenient transient anchorage.

<sup>10</sup> **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). Contact the Corps of Engineers for information on FNP's.

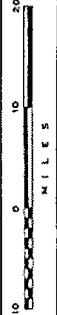
<sup>11</sup> **Structures:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.

<sup>12</sup> **Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats to enhance recruitment of soft-shell clams (*Mya arenaria*).

# Federal Navigation Projects in Maine



Corps Projects on the Maine Coastline	
FLOOD DAMAGE REDUCTION	
NAVIGATION	
SHORE AND BANK PROTECTION	





US Army Corps  
of Engineers®  
New England District

**PGP WORK START NOTIFICATION FORM**  
**(Minimum Advance Notice: Two Weeks)**

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

A Corps of Engineers Permit ( \_\_\_\_\_ ) was issued to \_\_\_\_\_. The permit authorized the permittee(s) to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: ( \_\_\_\_\_ ) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

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

**Corps of Engineers Permit No:** \_\_\_\_\_

**Name of Permittee:** \_\_\_\_\_

**Permit Issuance Date:** \_\_\_\_\_

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                    *
*****

```

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

( ) \_\_\_\_\_  
Telephone Number

# **Swans Island Ferry Terminal New Pier Facility**

**Swans Island-Hancock County**

PIN 007826.21

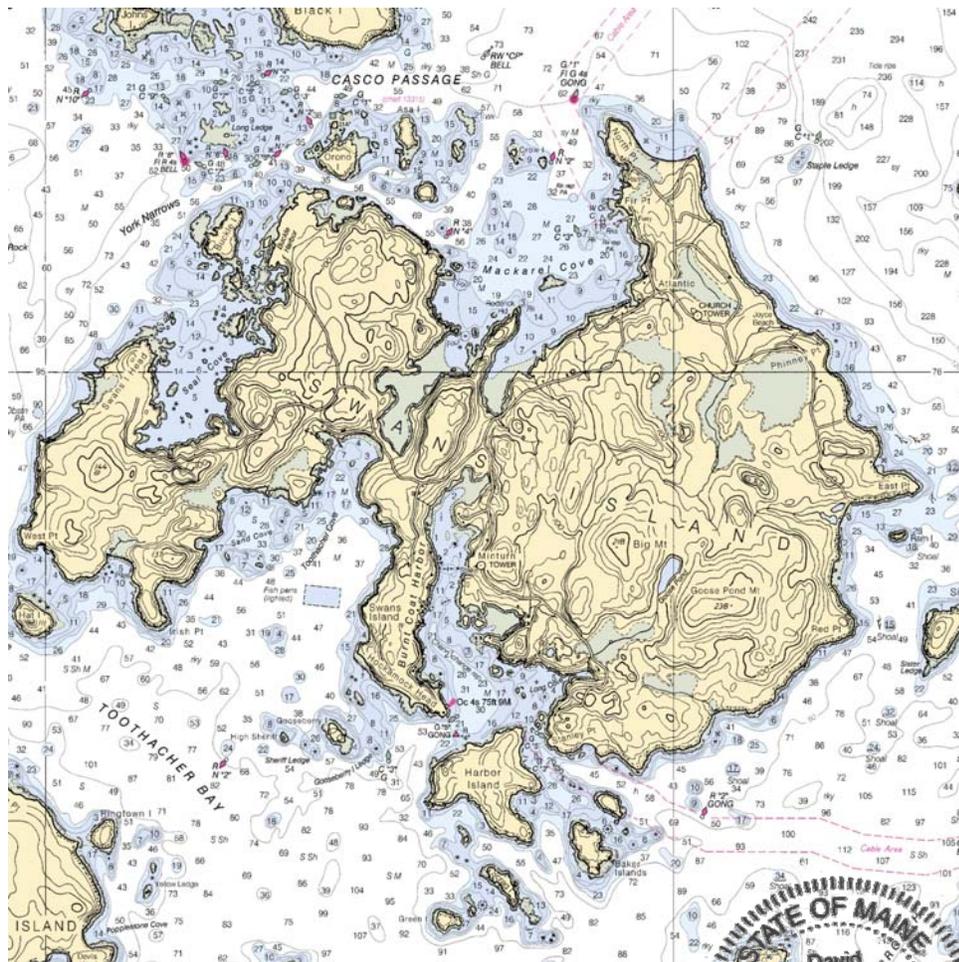
SECTION 3

# Project Documents

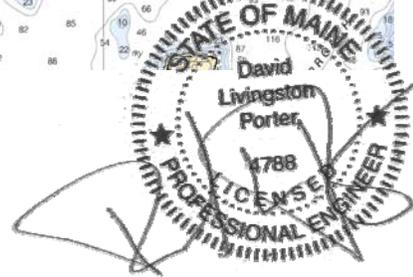
## Maine DOT Terminal Replacement

### Swans Island, Maine

March 30, 2009



Prepared By:



**CHILDS ENGINEERING CORPORATION**  
BOX 333, 541 MAIN STREET MEDFIELD, MASSACHUSETTS 02052

SECTION 202

REMOVING STRUCTURES AND OBSTRUCTIONS

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 and Supplemental Specification 2008, SECTION 202 REMOVING OF STRUCTURES AND OBSTRUCTIONS, with the following changes:

202.01 Description. This subsection is amended by the removal of reference to bituminous and Portland cement concrete pavement.

202.02 Removing Buildings. This subsection is amended the change of the title to:

202.02 Removing Buildings, Structures and Obstructions.

and replace the first paragraph with:

The Contractor shall remove and dispose of all structures and obstructions as detailed on the plans, and to include the following:

- (a) Timber piles, fendering fence structures, dolphin structures, walkways and stairways.
- (b) Timber crib structures including timber pieces and rock fill.
- (c) Miscellaneous hardware, pieces of timber, grout bags, rubble and other materials encountered during the course of the work which interferes with work specified.

Add the following:

The Contractor shall also remove and store all mooring fixture and hardware designated for reuse, and shall remain the property of the Owner.

During over or in-water demolition activities, the area of the demolition work will be enclosed with a floating boom. Materials retained by the boom shall be removed on a daily basis.

The Contractor shall use extreme caution when demolishing structures. Damage caused by the Contractor to the adjacent structures or remaining structures shall be required by the Contractor at no additional cost as directed by the Owner.

Contractor shall saw cut existing timber at limits identified on plans.

The use of explosives is prohibited.

202.03 Removing Existing Superstructures, Structural Concrete, Railings and Bridges. This subsection is amended:

the replacing of references to structural concrete, railing and bridge removal in subsequent paragraphs with "the various components of the ferry slip."

The words, "Blasting or other," shall be removed from the last paragraph of the subsection.

202.04 Method of Measurement. The following shall be added to this subsection.

All measurements pertaining to this section shall be combined and applied as lump sum.

202.05 Basis of Payment. This subsection shall be replaced by the following

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.01 Removing Structures and Obstructions	Lump Sum

SECTION 501

FOUNDATION PILES

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications, Highways and Bridges 1995 and supplements thereto, SECTION 501 FOUNDATION PILES, with the following changes:

501.02 Materials. The first paragraph shall be revised as follows:

Steel pipe piles shall be new 16 inch outside diameter with 0.5 inch wall thickness as designated on the plans. The piles shall also conform to ASTM A 252, Grade 3, seamless or fusion welded. Spiral welded pipe will not be permitted. Pile cutting shoes shall be required for all pipe piles to achieve required pile embedment in the rock strata and allow for the installation of rock anchors as per SECTION 532, ROCK ANCHORS. Pile shoes shall be APF Cutting Shoe No. 0-14000 or approved equal and shall meet or exceed requirements of ASTM A 148, Grade 90/60.

The third paragraph shall be revised as follows.

Portland Cement concrete fill shall be Class A and conform to the requirements detailed in SECTION 502, STRUCTURAL CONCRETE. Reinforcing steel for the concrete fill shall conform to SECTION 503, REINFORCING STEEL.

Add the following paragraphs:

Anodes shall be provided and installed on all steel pipe piles. Anodes shall be clean and free of paint, grease, and oil prior to installation. Anodes shall not be coated. Anodes will be Wilson Watson International, Inc., W-120 RM-37, "ALOLINE" Aluminum Anode, or equivalent as approved by the Engineer.

Welding and electrodes shall conform to the American Welding Society Publications AWS D1.1.

Coat all steel pipe piles full length with a fusion bonded epoxy powder coating system. The coating shall be Scotchkote #6233 Fusion Bonded Epoxy Coating as manufactured by 3M Company, Electro-Products Division, St. Paul, MN, or approved equal. Color to be approved by the Owner.

Any damage to the epoxy powder coating system shall be repaired using a high solids epoxy coating compatible to the

fusion bonded coating. The coating shall be Scotchkote #323 or #262P Repair Coatings as manufactured by 3M Company, Electro-Products Division, St. Paul, MN or approved equal. The type of coating and application shall be capable of being applied and cure in a marine environment, in tidal waters and in temperature range during time of application. Application of repair coating shall be done according to manufacturers recommendations and requirements.

All surfaces shall be thoroughly prepared for coating application in strict accordance with the coating manufacturer's recommendation. All cleaning and coating work must be performed in a heated building. Preceding grit blasting, steel must be heated to at least 100 degrees F. to eliminate possibility of moisture on the surfaces to be cleaned and coated.

Grit blasting shall be to clean grey metal, at least equivalent to a Near White as defined by SSPC Specification SP-10. All work blasted in one day must be coated on that day.

Any areas of the surface which show traces of oil, grease, or other organic matter shall be removed prior to coating. The contamination shall be removed by using either a solvent or spot blasting.

All surfaces to be coated must be completely dry, free of moisture, soil, dust and grit at the time the coating is applied.

Piles shall be coated on the outside only. The fusion bonded epoxy coating shall be applied in an environmentally controlled plant that is fully enclosed. The coating system shall be fully automatic with the capabilities of preheating and post baking. The grit blast cleaning machine shall be fully automatic and fully enclosed in an environmentally controlled plant. The finished coating thickness shall be 10 mils minimum as tested in accordance with ASTM G12.

The coating material shall be applied strictly in accordance with the coating manufacturer's recommendation as to coating application procedure and curing schedule.

The cured coating shall be of uniform color, gloss and thickness and shall be free of blisters, pinholes, fish eyes, sags, runs, and any other irregularities.

The coater shall be responsible for all quality control checking including visual inspection, thickness measurement, and such inspections in a form suitable to the Owner's representative.

The Owner's representative shall have access to each part of the process and shall have the right and opportunity to witness any of the quality control test and/or perform such test on a random sampling basis.

#### 501.03 Equipment.

Pile Hammers: Air, steam or diesel-powered, of a type approved by the Engineer. The hammer furnished shall have a capacity at least equal to the hammer manufacturer's recommendation for the total weight of pile and character of subsurface material to be encountered. The minimum driving energy of the hammer shall be 35,000 foot-pounds. For piles of any length, the maximum driving energy of the hammer shall be operated at the rate recommended by the manufacturer throughout the entire driving period. Sufficient pressure shall be maintained at the hammer so that: (1) for double-acting hammer, the number of blows per minute during and at the completion of driving of a pile is equal to at least 90% of that at which the hammer is rated; (2) for single-acting hammer, there is a full upward stroke of the ram; and (3) for differential-type hammer, there is a slight rise of the hammer base during each upward stroke.

Driving Helmets: The driving helmet or cap shall be capable of protecting the head of the pile, minimizing energy absorption, and transmitting hammer energy uniformly and consistently during the entire driving period. The driving helmet or cap shall fit snugly on the top of the pile so that the energy transmitted to the pile is uniformly distributed over the entire surface of the pile head. Demonstrate to the Engineer that the equipment to be used on the project performs the above functions.

501.04 Driving Procedures and Tolerances. The following paragraph is added to the beginning of the subsection:

The following is a list of documentation required to be submitted to the Engineer for approval:

- (1) Driving plan and schedule for installation of the steel pipe piles.
- (2) Method of installation of piles including size and type of pile hammer.
- (3) Templates and falsework to be used for support and layout of piles during driving.
- (4) Pile points and method of attachment.

The following paragraphs shall be added to the end of the subsection:

Each pipe pile shall be driven without interruption to an allowable capacity of 90 tons.

501.05 Special Requirements for Steel Pipe Piles and Steel Casings. The first sentence of the first paragraph shall be revised to read: Pipe Piles shall be driven open-ended.

The following paragraphs shall be added to the end of the subsection:

All damaged pile coating on pipe piles shall be touched up. The touch up epoxy material shall be a two-part epoxy system designed and color-matched for patching the epoxy coating using the steel piling.

Existing work shall be protected from spillage and spattering during application of coatings. All spillage and spatterings shall be cleaned up immediately. Contractor is responsible to leave existing areas free of all such foreign materials. Coating which in the opinion of the Owner does not meet acceptance shall be redone at no cost to the Owner.

Provide anodes on all steel pipe piles. The anodes shall be clean and free of paint, grease and oil prior to installation. The anodes shall not be coated.

Specific steps of steel pipe pile installation shall be checked with steps for rock anchor installation after all piles have been driven and approved. Upon approval of all driven steel pipe piles by the Engineer, rock anchoring systems shall

be installed on all steel pipe piles as detailed in SECTION 532, ROCK ANCHORS. Portland Cement concrete fill shall not be placed in the pipe piles prior to initial rock anchor tendon installation.

501.07 Pile Testing and Acceptance. The following shall be added to the first paragraph:

Three piles total will be tested, one from a side dolphin, head dolphin and turning dolphin. The pile being tested shall be a vertical pile.

Pile load test shall be a dynamic load test in accordance with the State of Maine Department of Transportation Standard Specifications (2002).

501.09 Splicing Piles. The list below the first paragraph is revised to read:

Piles under 60 feet in length—no splices allowed.

Piles splices must be located a minimum of 5 feet below the mudline.

Revise the following sections to read:

501.11 Method of Measurement.

- a. Piles Installed The unit of measurement for the furnishing and installing steel piles shall be linear foot in place. The quantity of pipe piles to be paid for will be the actual number of linear feet of steel pipe piles driven and left in place in the completed and accepted work. Measurements will be made from the tip of the steel pipe pile to the cutoff elevation as shown on the plans. No allowance will be made for the length of piles, including test piles furnished by the Contractor, to replace piles that were previously accepted by the Resident, but are subsequently damaged prior to completion of the contract. When extensions of piles are necessary, the extension length ordered in writing by the Resident will be included in the length of piling installed. All piles must be cutoff at the cutoff elevation shown on the plans. If the piles are cutoff at a higher elevation, the portion between these elevations will be deducted from this Item.

- b. Piles in Place Initiation of pile installation by use of a vibratory hammer, preboring, jetting or other methods used for facilitating pile driving procedures will not be measured and payment shall be considered incidental and included in the unit price bid for the Piles Driven pay item.
  
- c. No separate measurement will be made for excavation, concrete fill, pile points, pile splices, pile driving operations, dynamic load tests, false work and other items required to complete the work as this shall be considered incidental and included in the unit price bid for the Piles Driven pay item.
  
- d. Materials and operations for the installation of pipe pile's rock anchors shall be covered under specification SECTION 532, ROCK ANCHORS.

501.12 Basis of Payment. The accepted quantities of piles and casings will be paid for at the contract unit price per linear foot, delivered, and complete in place. Such payment will include full compensation for any necessary excavation or backfilling required after driving, to bring the foundation area to the correct elevation.

Pile cutoffs and concrete for pipe piles and casings will not be paid for separately but will be considered as incidental to the related Pay Items. Damaged pile lengths removed for pile splicing will be considered incidental to the related Pay Items.

Excavating and cleaning steel pipe piles, furnishing and placing templates will not be paid for separately, but will be considered as incidental to the related Pay Items.

Preboring, jetting or other methods used to facilitate the driving of piling wall not be paid for separately, but will be considered incidental to the contract pay item for pile in place. Full compensation for all jetting, drilling, providing special driving tips or heavier sections for steel piles, or other work necessary to obtain the specified penetration and bearing value of the piles, as directed by the Engineer shall be considered as included in the contract unit price paid for Piles Driven.

Wave equation analyses and any subsequent wave equation analyses re-submittals, required to demonstrate the appropriateness of the driving system, as well as pile tips, and pile splices shall be considered incidental and included in the unit price bid for Piles Driven pay item.

Payment for dynamic pile tests including performing and collecting measurements from initial dynamic test, re-strike tests, and CAPWAP analyses and including all sensors and wiring, monitoring equipment, setting up, monitoring personnel, and costs associated with the Contractors down time during regular working hours while setting up equipment and making dynamic measurements is being performed shall be considered incidental and included in the unit price bid for Piles Driven pay item.

Payment will be made under:

<u>Pay Items</u> (as Furnished and in Place)	<u>Pay Unit</u>
501.703 Steel Pipe Piles, delivered and in-place	Linear Foot

## SECTION 502

### STRUCTURAL CONCRETE

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 and Supplemental Specification 2008, SECTION 502 STRUCTURAL CONCRETE, with the following changes:

502.01 Description. This subsection will be amended by deleting reference to the Quality Control (QC) Plan and Quality Assurance (QA) provisions METHOD B...Small Quantity Product verification, and METHOD C...Product Verification Testing.

502.02 Classification. This subsection will be replaced with:

The Portland cement concrete used for reinforced concrete structures shall be Class A.

The Portland cement concrete used for filling pipe piles shall be Class A.

502.03 Materials. Add to this subsection:

Grout shall be a salt water resistant cement based high strength non-shrink grout suitable for the purpose intended in a marine environment. It shall have a minimum compressive strength of 5000 psi at 7 days.

502.05 Composition and Proportioning. This subsection will be amended by adding:

On Page 5-18, TABLE 1 (English) - Concrete CLASS A, add NOTE #3 to the Notes Section.

502.11 Placing Concrete. Add to this subsection:

Before placing concrete and/or grout, the area of placement shall be cleaned of all laitance, grease, oil, foreign particles and loose or deteriorated materials. The surface shall be prepared according to the manufacturer's recommendations. All existing concrete surfaces that shall first be washed off with pressurized (2000psi min.) fresh water and then covered with newly placed concrete and/or grout shall first be coated with a bonding agent corrosion inhibitor. This product shall be cementitious, solvent free, moisture tolerant product specifically formulated as a bonding agent and an anti-corrosion coating.

Grout shall be mixed and placed according to its required use and to fill all voids ensuring full bearing and according to the manufacturer's recommendations.

Grout shall be cured according to the manufacturer's recommendations and not be loaded until an acceptable level of strength is achieved.

502.14 Finishing Concrete Surfaces. This subsection will be modified to include finish of top surface on concrete dolphins. Finish of concrete dolphins shall be broom finish parallel to the direction of the surface slope:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
504.501 Dolphins	Lump Sum

SECTION 503

REINFORCING STEEL

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 and Supplemental Specification 2008, SECTION 503 REINFORCING STEEL, with the following changes:

503.01 Description. This subsection is revised to read:

This work shall consist of furnishing and placing epoxy coated reinforcement in accordance with these specifications and in conformity with the plans.

503.05 Fabrication. This subsection is revised as follows:

"503.051 Epoxy Coating. The first paragraph shall read: All reinforcing steel shall be epoxy coated and shall meet the requirements of ASTM A775/A775M, Epoxy-Coated Reinforcing Steel Bars and the following requirements:"

503.10 Method and Measurement. This subsection shall be removed.

503.11 Basis of Payment. This section shall be replaced with the following.

All items in this section shall be considered incidental and should be included in lump sum payments in the relevant sections.

## SECTION 506

### PAINTING STRUCTURAL STEEL

506.01 Description. This work shall consist of furnishing and applying a shop applied and field applied prime coat and finish coating system in accordance with the plans and specifications. These shop and field applied coatings shall be compatible.

506.02 Materials. Primer coating for shop and field applied coating shall be a zinc-rich urethane primer, acceptable for use in the intended marine and submerged environment with a solids by volume percentage  $\geq 60\%$ .

Final coating for shop and field applied coating shall be a high solids epoxy or urethane coating (coal tar epoxy shall not be used) acceptable for use in the intended marine and submerged environment with a solids by volume percentage of  $\geq 70\%$  for the epoxy coating and  $\geq 60\%$  for the urethane coating. Color shall be black.

The Contractor shall submit for approval Manufacturer's literature, recommended application instructions and certification that materials will meet specification requirements.

506.03 Surface Preparation. All surface preparation shall be in accordance with Steel Structures Painting Council Surface Preparation Specification No. 10 - Near-White Blast Cleaning for shop applied coating and No. 6 - Commercial Blast for field applied coating.

506.04 Weather Conditions. All coatings shall be able to properly cure, especially the field applied coatings which need to cure in a marine environment and at temperature expected during the time of construction.

506.05 Preparation of Paint. Mix and thin materials for shop and field application according to manufacturer's latest printed instructions. Do not use materials beyond manufacturer's recommended shelf life. Do not use mixed materials beyond manufacturer's recommended pot life.

506.06 Paint Application. Apply materials for shop and field application at specified film thickness by method

recommended by manufacturer. Allow each coat to dry thoroughly before recoating. Follow manufacturer's recommended recoat time. Cut edges clean and sharp where work joins other materials or colors. Make finish coats smooth, uniform in color, and free of brush marks, laps, runs, dry spray, overspray and skipped or missed areas. Field touch-up shall be in accordance with the paint manufacturer's recommendations.

506.07 Inspection. The coating may be subject to inspection using holiday detectors, and/or field adhesion testers. Request acceptance of each coat before applying succeeding coats. Repair and touch-up all work that is not acceptable to the Engineer and request final acceptance.

506.08 Cleaning. Remove paint spatters from adjoining surfaces. Repair damage to coatings or surfaces caused by cleaning operations. Remove debris from job site and leave storage areas clean.

506.09 Painting Schedule.

A. Surfaces not to be painted under this section:

1. Galvanized steel items.
2. Items with factory-applied final finish.
3. Coating for steel pipe piles under SECTION 501 - FOUNDATION PILES.
4. Coating for reinforcing steel specified under SECTION 503 - REINFORCING STEEL.
5. Coating for rock anchors specified under SECTION 532 - ROCK ANCHORS.

B. Surfaces to be Painted:

1. Cleats and chocks, and bollards.
2. Steel fender panels.
3. Handrails.
4. Steel brackets and miscellaneous ungalvanized steel pieces.

C. Coating System:

Primer Coat: Zinc-Rich urethane at 3.0 mils DFT (minimum).

Final Coat: Epoxy or urethane coating at 16.0 mils DFT (minimum). More than one coat may be required to obtain 16.0 mils DFT.

506.10 Method of Measurement. This section will be removed.

506.11 Basis of Payment. All items in this section shall be considered incidental and should be included in lump sum payments in the relevant sections.

SECTION 528

STRUCTURAL TIMBER

528.01 Description. This work shall consist of providing labor, materials, equipment and supervision necessary to install:

- (1) Installation of inshore plank pile cap.
- (2) Installation of fender chocks and wales.
- (3) Installation of timber ramp stops and timber barriers.
- (4) Miscellaneous treated timber items not mentioned elsewhere.

528.02 Quality Assurance and Submittals. All work specified herein shall conform to the following codes, specifications and standards, unless noted elsewhere:

- (1) Southern Pine Inspection Bureau (SPIB)
- (2) West Coast Lumber Inspection Bureau (WCLIB)
- (3) Western Wood Products Association (WWPA)
- (4) National Forest Products Association (NFPA)
- (5) American Society for Testing and Materials (ASTM)
- (6) State of Maine Building Code
- (7) American Institute of Timber Construction (AITC)
- (8) American Wood Preserver's Association (AWPA)

The Contractor shall submit for approval to the Owner and Engineer:

- (1) AWPA quality certification on all treated lumber.
- (2) Certification of timber species.

528.03 Materials. All timber except otherwise noted to be used shall be No. 1 Southern Pine as graded by SPIB and with design values per NFPA National Design Specification or the equivalent. All berthing Fence timber facing shall be made of

No.1 full sized native red oak as graded by NELMA or dimensional greenheart (demerara greenheart). All timber shall be new and dimensional (S4S) with the exception of red oak, and as indicated by nominal sizes on the plans.

All timber shall be stored in stacks such that there is an air space beneath the material and situated to prevent the timber from being exposed to standing water. The material shall be stored on site in an area which will be designated by the Owner. All timber shall be handled in an approved manner such that the material will not be damaged.

All hardware shall be hot-dip galvanized steel conforming to the respective ASTM Standards and other requirements specified herein:

- (a) Machine bolts, eye bolts, nuts and screws shall conform to ASTM A 307.
- (b) Washers and steel brackets shall conform to ASTM A 36. Washers shall be round.
- (c) Galvanizing shall conform to ASTM A 123 and A 153 as applicable.

The following new Southern Pine timber members shall be treated with chromated copper arsenate (CCA) in accordance with AWWA Standard P5, c2 and C18 for material subject to marine borer exposure and shall obtain a green tint due to the treatment. The retention shall be 2.5 pounds per cubic foot:

- (1) Wave fence and facing structure
- (2) Berthing fence structure
- (3) Access structure to head dolphins

The following new Southern Pine timber members shall be treated with Micronized Copper Quaternary (MCQ) in accordance with AWWA Standard P5, and c2 for material subject to marine borer exposure and shall obtain a green tint due to the treatment. The retention shall be 0.4 pounds per cubic foot:

- (1) Handrail and posts
- (2) Access stairway deck

(3) Walkway Deck

Prior to treatment all dimension lumber shall be kiln-dried. Conditioning by heating is not permitted.

A sealing compound for treatment of field cuts and drilled holes shall be two (2) coats of copper naphthenate meeting AWPA Standard P8.

528.05 Installation. All ends of field cut members, and holes cut or drilled in timber shall be coated with a copper naphthenate treatment.

All joints are to be square, tight and well-fastened with all members assembled in accordance with the plans. Holes for bolts shall be drilled the same size as the bolt after galvanizing. Holes shall be swabbed with two (2) coats of sealing compound before installation of the bolts. Bolts shall be tightened to provide a solid connection. No more than 1 washer shall be installed under the bolt head or nut. Bolt threads shall project no more than 2 inches beyond the nut.

All timber shall be cut and fit in such a manner as to have full bearing over the entire contact surface.

528.06 Method of Measurement.

All measurements pertaining to this section shall be combined and applied as lump sum.

528.07 Basis of Payment.

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
528.08 Structural Timber	Lump Sum

## SECTION 530

### ROUND TIMBER PILES

530.01 Description. This work shall consist of providing labor, materials, equipment and supervision necessary to complete the installation of round timber piles as detailed in this section and on the plans. Piles shall conform to and be installed as detailed in these specifications in conformity to the lines, grades, and locations shown on the plans or authorized by the Engineer.

530.02 Notice, Submittals and Product Handling. Notice shall be given to the Engineer at least one day in advance of all pile driving.

The following is a list of items to be submitted to the Owner and Engineer for approval:

- (1) Driving plan and schedule for installation of piles.
- (2) Method of installation of piles including size and type of pile hammer.
- (3) Template and falsework to be used for support and layout of piles during driving.
- (4) Pile point and method of attachment.
- (5) AWPA quality stamp on each new treated pile.
- (6) Certification of timber pile species.

Piles shall be handled with care to prevent damage. Damaged piles will be rejected and replaced at no additional cost to the Owner. Piles shall be stored with a space beneath them and situated to prevent being exposed to standing water.

530.03 Materials. Materials shall meet the following requirements.

Timber piles shall be clean-peeled and treated West Coast Douglas Fir or Southern Yellow Pine, conforming to ASTM D25. The minimum tip circumference shall be 25 inches with a minimum butt circumference of 43 inches, 3 feet from the butt. Pile heads shall be cut at 10 degrees to the horizontal. Pile heads shall be capped with clear, (unless otherwise indicated) cast-in-place fiberglass, extending 4 inches down the sides of the pile. The sides of the cap shall be nailed prior to application

of last layer of fiberglass. Layup shall be 4 layers of 1-1/2 oz. Mat or approved equivalent.

530.04 Timber Treatment. All timber piles shall be treated with cromated copper arsenate (CCA) in accordance with AWPA Standard P5 and C2 for material subject to marine borer exposure and shall obtain a green tint due to the treatment.

Prior to treatment all timber piles shall be kiln-dried. Conditioning by heating is not permitted.

All timber piles shall be treated to a retention of 2.5 pounds per cubic foot of CCA. A sealing compound for treatment of field cuts and drilled holes shall be two (2) coats of copper naphthenate meeting AWPA Standard P8.

530.05 Equipment. Pile hammers: Piles may be driven with air, steam, or diesel-powered hammers, or an equivalent approved by the Owner and Engineer. The hammer furnished shall have a capacity at least equal to the hammer manufacturer's recommendation for the total weight of pile and character of subsurface material to be encountered. The minimum driving energy of the hammer shall be 6500 foot-pounds. Diesel-powered hammers shall be operated at the rate recommended by the manufacturer throughout the entire driving period. Sufficient pressure shall be maintained at the hammer so that: (1) for double-acting hammer, the number of blows per minute during and at the completion of driving of a pile is equal approximately to that at which the hammer is rated; (2) for single-acting hammer, there is a full upward stroke of the ram; and (3) for differential-type hammer, there is a slight rise of the hammer base during each upward stroke.

Driving helmets and cushion blocks: The Contractor shall use a driving helmet or cap including a cushion block or cap block of a design approved by the Owner between the top of the pile and the ram to prevent impact damage to the pile. The

driving helmet or cap and cushion block combination shall be capable of protecting the head of the pile, minimizing energy absorption, and transmitting hammer energy uniformly and consistently during the entire driving period. The driving helmet or cap shall fit snugly on the top of the pile so that the energy transmitted to the pile is uniformly distributed over the entire surface of the pile head. Demonstrate to the Owner that the equipment to be used on the project performs the above functions. The cushion block may be a solid or laminated softwood block shall be suitable for the length of the pile to be driven and the character of subsurface material to be encountered. Generally, thicker blocks are required for longer piles and softer subsurface material. Replace cushion block if it has been damaged, split, highly compressed, charred or burned or has become spongy or deteriorated in any manner. Under no circumstances will the use of small wood blocks, wood chips, rope or other material permitting excessive loss of hammer energy be permitted.

530.06 Handling. Piles shall be inspected in the leads, and where the protective shell or treated wood is impaired, between cutoff and a point which will be not less than 10 feet below the ground. All piles found damaged in these areas shall be repaired with two (2) coats of copper naphthenate, as specified in subsection 530.04 Timber Treatment, unless a pile is damaged to such an extent that it is rejected. Rejected piles will be replaced at no additional cost to the Owner. Support pile laterally during driving, but not unduly restrained from rotation in the leads. Where pile orientation is essential, take special care to maintain the orientation during driving. Take special care in supporting battered pile to prevent excess bending stresses in the pile. When necessary, place collars, around the pile head to prevent brooming. Cant hooks shall not be used in handling treated piles. Cut piles by sawing or other means approved by the Owner.

530.07 Driving Procedures and Tolerances. Piles shall be driven without interruption to the specified capacity of 16 tons. Pile loads shall be computed by means of the following driving formula:

$$R = 2E / (S + C)$$

Where

R = Allowable pile load in pounds

E = Energy per blow in foot-pounds

S = Penetration of last blow or average penetration of last few blows experienced in inches

C = constant equal 1.0 for drop hammer and 0.1 for steam or air hammer

The value of "S" must be determined with the hammer operated at one hundred (100) percent of the rated number of blows per minute for which the hammer is designed. Any driving resistance developed in strata overlying the bearing material shall be discounted. If the driving of the pile has been interrupted for more than one (1) hour, the value of "S" shall not be determined until the pile is driven at least an additional twelve (12) inches, except when it encounters refusal.

Timber pile butts shall be within 3 inches of the location indicated. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive heaved pile to the required elevation. Piles damaged, mislocated, or driven out of alignment shall be replaced or additional piles driven as directed at no additional cost to the Owner.

Obstructions encountered in pile locations shall be dealt with as follows:

- (1) All rocks, timbers, pile stubs, or other obstructions at the ground surface (either above or under water) to 5 feet below ground surface, which interfere with driving of piles shall be removed at no additional cost the Owner.
- (2) In the case of an apparent obstruction beneath the limit stated above in subsection 1, but above the anticipated full depth, which prevents appreciable penetration of a pile, the abnormal condition will receive further consideration by the Engineer. Depending on depth and the resistance of the obstruction, the Engineer will decide whether to consider the pile acceptable or order the obstruction removed. The decision may be deferred until the driving of adjacent piles indicated the obstruction to be isolated or extending over the area of several piles.

All piles shall be marked at a given distance from the bottom, which will show above the waterline after driving, so that the bottom elevation of each pile and its relation with adjacent piles can be recorded. All bearing piles shall have approved pile points. Pile points are to be attached to piles in an approved manner.

530.08 Records. After installation of all bearing and fender piles a complete and accurate record of each pile shall be furnished by the Contractor. The record shall indicate the pile location, diameter, length, hammer (make and model), number of blows per 6 inches for the final 36 inches of penetration, and all other pertinent information.

530.09 Method of Measurement.

- a. Piles Installed The unit of measurement for the furnishing and installing timber piles shall be linear foot in place. The quantity of timber piles to be paid for will be the actual number of linear feet of timber piles driven and left in place in the completed and accepted work. Measurements will be made from the tip of the timber pile to the cutoff elevation as shown on the plans. No allowance will be made for the length of piles to replace piles that were previously accepted by the Resident, but are subsequently damaged prior to completion of the contract. All piles must be cutoff at the cutoff elevation shown on the plans. If the piles are cutoff at a higher elevation, the portion between these elevations will be deducted from this Item.
- b. Piles in Place Initiation of pile installation by use of a vibratory hammer, preboring, jetting or other methods used for facilitating pile driving procedures will not be measured and payment shall be considered incidental and included in the unit price bid for the Piles Driven pay item.
- c. No separate measurement will be made for excavation, pile points, pile driving operations, false work and other items required to complete the work as this shall be considered incidental and included in the unit price bid for the Piles Driven pay item.

530.10 Basis of Payment. The accepted quantities of piles will be paid for at the contract unit price per linear foot, delivered, and complete in place. Such payment will include full compensation for any necessary excavation or backfilling required after driving, to bring the foundation area to the correct elevation.

Pile cutoffs and furnishing and placing templates shall not be paid for separately, but will be considered as incidental to the related Pay Item for piles in place.

Preboring, jetting or other methods used to facilitate the driving of piling wall not be paid for separately, but will be considered incidental to the contract Pay Item for pile in place. Full compensation for all jetting, drilling, providing special driving tips or other work necessary to obtain the specified penetration and bearing value of the piles, as directed by the Engineer shall be considered as incidental to the related Pay Item for piles in place.

Payment will be made under:

<u>Pay Items</u> (as Furnished and in Place)	<u>Pay Unit</u>
530.70 Timber Piles, delivered and in-place	Linear Foot

## SECTION 531

### METAL FABRICATIONS

531.01 Description. This work shall consist of providing all labor, materials, equipment and supervision necessary for furnishing and installing fabricated steel member and various connectors including fender panels, fender pipe extensions, handrails, ladders, access plates, chains, connection plates, machine bolts, washers, lug bolts, tension adjusters, shackles and fabricated hardware not specified elsewhere.

531.02 Quality Assurance and Submittals. All work shall conform to the following codes and standards, except as noted:

- (1) American Society for Testing and Materials (ASTM), latest edition.
- (2) American Institute for Steel Construction (AISC) Specification for the Design, Fabrication and Erection of Structural Steel for Buildings, latest edition.
- (3) American Welding Society (AWS).
- (4) Maine State Building Code

The Contractor shall submit for approval all shop drawings prior to fabrication. Shop drawings shall include all information necessary for the fabrication of the component parts. Indicate size and weight of members, type and location of shop and field connections, the type, size and extent of all welds, and welding sequences. Use American Welding Society welding symbols. Approval of shop drawings will be for size and arrangement of principal and auxiliary members and strength of connections. Any errors in dimensions shown on shop drawings shall be the responsibility of the Contractor.

The Contractor shall submit for approval manufacturer's specifications on all connectors, hardware, chain, bolts and certificates of compliance with applicable ASTM specification for galvanized items.

The Contractor shall use only certified welders for all welding performed in connection with the work of this Section. Each welder shall be certified for the particular work, prior to commencing the work, which must be accomplished.

Completed welds will be subject to inspection and approval of and independent testing agency. Faulty welds shall be cut out and replaced at no cost to the Owner.

Upon completion of this portion of the work, and as a condition of its acceptance, the Contractor shall deliver to the Engineer a letter signed by and an official of the miscellaneous metal fabricating firm or firms, certifying that all fabricated metal has been fabricated in complete accordance with this Section.

531.03 Materials. All materials shall be delivered, stored and handled so that they are not damaged.

All structural steel shall conform to ASTM A 36. All bolts shall conform to ASTM A 307 for Mild Steel Bolts unless otherwise noted. All fender panel stud welded fasteners shall be 316L stainless steel. All chains, shackles and tensioners shall be the size and capacity shown on the Contract Drawings and in these specifications. All steel hardware items, except stainless steel under this Section shall be galvanized unless noted. Galvanizing shall be by the hot dip method according to ASTM A 123 and A 153. Welding rods shall conform to AWS E70XX grade. Sizes shall be as indicated on the Contract Drawings.

531.04 Fabrication. All products of this Section shall be fabricated in a fully-equipped facility capable of producing high grade of metal fabrication work. All work shall be straight and true, free from warpage and other defects. Joints, covers, copes and miters shall be accurately and neatly cut, machined, filed and fitted. All steel will be free from imperfections, dirt, loose scale, paint, oil or other foreign substances during fabrication. All material shall be fabricated to within + or - 1/16 inch of their theoretical dimensions as shown on the plans. Holes for bolts shall be located as shown on the plans and shall be drilled 1/16 inch in diameter larger than the (galvanized) bolt.

All bolting and welding shall be carried out in accordance with latest approved methods, with due consideration for strength and appearance of finished product. All welding shall be done by certified welders. All welds shall be made watertight.

All fabrication shall be coated with a High Solids Epoxy or Urethane coating as detailed in SECTION 506, PAINTING STRUCTURAL STEEL.

531.05 Installation. Fabrication shall be stored on skids, not on ground, in such a fashion as to prevent bending, twisting, or similar damage. Fabrications shall not be dumped off a truck. Any parts damaged or improperly fabricated shall be removed and replaced or corrected as directed by the Engineer and at no additional cost to the Owner.

Prior to installation work shall be cleaned of weld splatter, dirt and other foreign materials. Protect installed work as required from damage by subsequent building operations.

531.06 Method of Measurement. This section shall be removed.

531.07 Basis of Payment. This section shall be replaced with the following.

All items in this section shall be considered incidental and should be included in lump sum payments in the relevant sections.

## SECTION 532

### ROCK ANCHORS

532.01 Description. This work shall include the labor, materials, equipment and supervision necessary to install, test, and tension rock anchors at pile locations specified and indicated on the plans. Rock anchors shall conform and be installed as detailed in these specifications and as shown on the Contract Drawings in accordance with associated driven steel pile piles or as authorized by the Engineer. Work under this item shall also consist of the testing the rock anchors as described in these specifications.

Based on rock cores from the site and as shown on the contract drawings, contractor shall assume rock is fractured with multiple seams and voids. Fractured nature of the rock shall be taken into consideration when determining means and methods of installing rock anchors.

Installation of rock anchors shall conform to Recommendations for Prestressed Rock and Soil Anchors of the Post Tensioning Institute.

532.02 Submittals and Project Record Documents. The following shall be submitted to the Owner and the Engineer for review and approval:

- (a) Shop drawings of the complete rock anchor assembly. The drawings shall provide details of the threadbar, double corrosion protection systems, anchor head, bond breaker, PVC sleeve, couplings, lengths of smooth and corrugated sheathing and their relations to the steel pipe pile, length of unbonded zone, total anchor length, design, test and lock-off loads, grout type, grout admixture, and grouting procedures. Shop drawings detailing the monitoring system for measuring movements during performance and proof load tests; detailed procedure for testing and load transfer to anchors including method verifying lock-off loads; detail procedures for installation of anchors, including method of drilling, threadbar installation, and grouting of anchors along with certified copies of chemical analyses and tensile strength.

- (b) Sequence of installation of piles, rock anchors, concreting, grouting, testing, tensioning, load transfer, and method to verify that piles are seated on bedrock.
- (c) Description of equipment to be used for rock anchor installation including drilling, grouting, tensioning, testing and load transfer.
- (d) Calibration for jacks and pressure gages or other equipment to be used in stressing and testing.
- (e) During installation of the rock anchor systems, provide as-built tabulations of data for each unit, to include: identification, location, dates and depths of initial drilling, grouting, tensioning, testing, and final lock-off load, observed loads and tendons elongation; grouting pressures; bonded and unbonded anchor lengths and any unusual events.
- (f) Drawing showing layout and location of remote reference beam for monitoring of anchor deformation during load tests.
- (g) Certificate of Compliance or Conformance for anchor threadbar and plastic sheathing.

532.03 Quality Assurance.

- (a) Rock anchor installation contractor shall have both a minimum of 5 years experience and a minimum of 5 successful projects in the installation and load testing of pile foundation rock anchors of similar type and complexity to this project.
- (b) Project Super shall have both a minimum of 3 years experience and a minimum of 3 successful projects in the installation and load testing of pile foundation rock anchors of similar type and complexity to this project.

532.04 Inspection.

- (a) Field inspection shall be provided as follows:

1) The Contractor shall provide personnel, qualified by training and experience, to perform the required rock anchor

installation and tests and to monitor, record and plot the data. The Engineer shall be allowed unrestricted access.

2) The Contractor shall be responsible for making prompt evaluations of the test data and, whenever necessary, taking immediate steps to correct any deficiencies in the capacities of individual members or to provide other corrective measure at no additional cost to the Owner.

(b) During installation of rock anchors, conduct performance tests and proof tests as specified.

(c) All pressure gauges and jacks employed in the tensioning of anchors shall be calibrated by a certified and approved testing laboratory which shall submit a certificate of calibration which was performed within one month of the start of construction. Tensioning will not be permitted until the calibration certificates are submitted. All jacks and gauges shall be recalibrated monthly.

(d) The Contractor shall arrange for a qualified representative of the threadbar manufacturer to be present at the site during the initial phases of the installation, testing, and tensioning of the bars. The representative shall remain at the site as long as necessary to assure that the Contractor's personnel are thoroughly familiar with the procedure.

#### 532.05 Materials.

Steel anchor plates and channels shall conform to ASTM A36.

Rock anchors shall consist of 1-3/8 inch (minimum) diameter threadbar with double corrosion protection provided by a grout-filled corrugated sheathing (minimum thickness of 0.05 inches) over the bar for its entire length plus an additional smooth sheathing over the unbonded length or approved equal.

(a) The prestressing steel tendons shall be threaded bars, Grade 150 KSI conforming to ASTM A722, Type II, cold stretched and stress relieved after the threading process. Each bar shall be factory proof stressed after the threading operation to a minimum of 80% of the guaranteed minimum tensile strength.

(b) Anchor nuts shall be hexagonal head, heavy duty type, conforming to ASTM A 325 or to bar manufacturer's special specifications.

(c) Double channel anchor support shall conform to threadbar manufacturer's recommendation.

(d) Sheathing shall be polyvinyl chloride material with a minimum compressive strength of 7,000 psi and a minimum tensile strength of 7,000 psi. Material shall be free of water soluble chlorides and other ingredients which might enhance corrosion, hydrogen embrittlement or stress corrosion on the prestressing steel. The plastic shall be nonreactive with the grout and its ingredients. The plastic sheathing shall be gas and watertight, and resistant against chemical attacks and aging.

(e) Couplings shall be capable of developing 100% of the threadbar capacity and shall be fully protected within the double corrosion protection system.

(f) PVC sleeve shall be Schedule 40 Polyvinyl Chloride plastic pipe conforming to ASTM D1785.

Cement grout for grouting the rock anchors and filling the PVC sleeve shall be as described in SECTION 502 STRUCTURAL CONCRETE. Minimum unconfined compressive strength of grout shall be 4,000 psi at time of anchor stressing. Admixtures shall be submitted to the Engineer for approval.

Welding shall conform to the American Welding Society Standard AWS D1.1.

Other materials shall be those recommended by the threadbar manufacturer for the intended use.

#### 532.06 Rock Anchors

(a) The Contractor shall provide sufficient length of pressure grouted anchor such that the anchor will develop the test load capacity indicated on the plans, but in no case shall the length of anchor be less than the minimum length indicated on the plans. Each rock anchor shall be verified by performance or proof tests. Anchors shall consist of a pressure grouted anchor zone, a bond free zone (threadbar prevented from bonding) and an anchor head assembly.

(b) The rock anchor shall be installed within an open end pipe pile encasement. During tensioning, the anchor shall be free to move relative to the pile encasement. At no time during tensioning, shall the pile compressive load exceed 84 tons,

except during testing at which time the pile compressive load shall not exceed 1.33 times the design load or 0.80 times the Guaranteed Ultimate Tensile Strength of the tendon, whichever is smaller.

(c) The anchor head assembly shall be installed with mastic corrosion inhibitor in accordance with the manufacturer's recommendations. All exposed surfaces of the anchor and head assembly shall be protected with corrosion inhibitor at all times after installation.

(d) Each anchor head assembly shall be fully encased by the concrete dolphin structure in accordance with the plans.

(e) If rock anchor threadbars must be cut, NO TORCH CUTTING IS PERMITTED. Anchor bars shall be sawcut, if necessary, with an abrasive wheel saw, in accordance with manufacturer's recommendations. Torch cutting of anchors before or after installation shall be grounds for rejection of the anchor and replacement by the Contractor at no additional cost to the Owner.

(f) The rock anchors shall be installed below the bottom of the pile encasement as shown on the plans. Piles shall be cleaned of soil to the rock surface and the PVC sleeve installed prior to drilling the rock anchors. The PVC sleeve shall be centered in the pipe pile with centralizers. If, after cleaning, it is determined by the Owner that the pile is not to bedrock, the pile shall be redriven to bedrock at no additional cost to the Owner.

(g) Drill holes for installation of rock anchors shall be not less than four and ½ inches (4.5") nominal diameter. Anchors shall be drilled and fully grouted not less than twelve inches (12") below the bottom of the anchor tendon. Drill holes shall have the same vertical tolerance as the piles. The drill hole shall be sufficiently true to permit installation of the anchor assembly without bending the anchor in any direction. Rock anchors shall be centered in the drill hole with centralizers.

(h) Drilled holes shall be cleaned of all drill cuttings, sludge and debris before the rock anchor is inserted into the hole and before any grouting operations take place.

(i) Grouting tube shall be lowered with the anchor. All equipment used for placing shall be such that it will not damage the corrugated sheathing.

(j) Grout Testing: Two inch test cubes shall be made of each grout mix design used. Six cubes shall be made of each mix design per day of grout placement. Three cubes shall be tested at 7 days and three cubes shall be tested at 28 days. Testing shall be done in accordance with ASTM C 109.

(k) Grouting shall be performed with sufficient pressure and volume flow to produce a grouted anchor zone of the rock anchor capable of developing the load capacity indicated on the plans. Approved materials and continuous mixing and pumping equipment shall be able to produce a homogeneous in-place cement grout of the desired consistency. All oil and other rust inhibitors shall be removed from the mixing drums and pumps. Once started, grouting shall be continuous until the rock anchor and PVC sleeves are completely grouted, unless approved by the Engineer. Grout not placed within manufacturers parameters from time of mixing shall be wasted in an approved manner.

(l) The anchor shall be tremie grouted by injecting grout at the lowest point of the anchor. Grouting shall continue until the drilled hole is completely full of grout.

#### 532.07 Rock Anchor Testing Procedures and Criteria

(a) Each anchor installed shall be tested to verify and establish its capacity. Performance test shall be performed on one anchor selected by the Engineer at each dolphin.

All other anchors shall be proof tested. The Contractor shall be responsible for maintaining the structures during testing and shall provide adequate shoring and bracing as required.

(b) Performance and Proof Test's shall be conducted in accordance with Recommendations for Prestressed Rock and Soil Anchors of the Post Tensioning Institute except as modified herein:

1) Deformation measurements shall be made to the nearest 0.001 inch using a dial indicator mounted independent of the stressing system and reference to a remotely supported reference beam. Vertical movement of the pile encasement and

batter piles with respect to the reference beam shall be similarly monitored.

2) An Ames dial shall be used to record the movement of the anchor. The dial shall be capable of reading movement to 0.001 inch accuracy.

3) In order for proper execution of the test, the hydraulic system should be equipped with a needle valve control.

4) The Contractor shall submit a tabulation of loads, elongations and rebound reading, indicating times involved, to the Engineer.

5) For each test anchor which is rejected, an additional anchor shall be tested to the test load.

c) The performance and proof tests shall be started only after installation and filling of all the bearing piles and the grout obtaining sufficient strength. Do not tension rock anchors until the grout in the drilled anchor hole has attained a minimum compressive strength of 4,000 psi, as shown by cube samples taken during filling operations.

d) If at any time during testing a failure of any element (jack, rock anchor, bearing pile, etc.) occurs which results in a non-symmetrical loading condition, the load in the jacks shall be reduced to zero as soon as practicable. The cause of the failure shall be rectified by the Contractor prior to restarting the load test.

e) No performance or proof test shall be conducted unless the Engineer is present. Engineer shall be given a minimum of one day's notice of anchor testing.

f) Elongation of the anchor shall be within the maximum and minimum range as specified in the Post Tensioning Institute's "Recommendations for Prestressed Rock and Soil Anchors". The allowable elongation range is calculated using the formula;  $\text{elongation} = PL/AE$ , where L - the free length plus 50% of the bond length when calculating maximum elongation and L = 80% of the free length when calculating minimum elongation.

#### 532.08 Method of Measurement.

All measurements pertaining to this section shall be combined and applied as lump sum.

532.09 Basis of Payment.

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
532.10 Rock Anchors	Lump Sum

## SECTION 533

### MOORING HARDWARE

533.01 Description. This work shall consist of providing all labor, materials, equipment and supervision necessary to install reused and new chocks, cleats and bollards.

533.02 Submittals. The Contractor shall submit for approval, manufacturer's specifications on all new mooring chocks, cleats and bollards with make, model and certified load capacity with directions of load indicated, method and orientation of installation, and size, type and location of fasteners.

533.03 Material. All mooring hardware removed during the demolition of the existing slip shall be reused and installed on new construction as indicated on the contract drawings and the specifications herein.

All existing cleats and chocks shall be inspected by the Owner and/or Engineer after removal due to demolition for acceptance for reuse. The Contractor shall take all precautions not to damage the existing hardware during demolition.

New chocks and cleats shall be provided and installed if there are not enough existing chocks or cleats to be reused. New items shall be cast steel similar in size and capacity of the existing hardware. All mooring hardware, new or reused, shall be installed with new connection hardware.

All mooring hardware, new and reused, shall be stored in a secure area as necessary to prevent loss and damage.

533.04 Installation. All reused mooring hardware shall be field-cleaned and coated as specified in SECTION 506, PAINTING STRUCTURAL STEEL. All new mooring hardware shall be shop coated as specified in SECTION 506, PAINTING STRUCTURAL STEEL.

All anchor bolts for new mooring hardware shall be of the size, type and location as recommended by the mooring hardware manufacturer. The location and size of the anchor bolts for reused mooring hardware shall be shown on the plans. Embedment of the anchor bolts shall be as detailed on the plans. New mooring hardware shall be secured in a similar manner as reused mooring hardware and according to manufacturer's recommendations. The Contractor shall verify bolt spacing for new and existing mooring hardware.

Prior to placement of concrete, as specified in SECTION 502, STRUCTURAL CONCRETE, areas of mooring hardware shear plates shall be formed out of concrete pour. Contractor will verify orientation. Also, a bed of high-strength, non-shrink grout as specified in SECTION 502, STRUCTURAL CONCRETE shall be placed to seal the hardware into position. The Contractor is to ensure no voids are created beneath the hardware. After mooring unit is set and tightened down, excess grout shall be cleaned off immediately.

533.05 Method of Measurement.

All measurements pertaining to this section shall be combined and applied as lump sum.

533.06 Basis of Payment.

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
533.07 Mooring Hardware	Lump Sum

## SECTION 536

### ALUMINUM WALKWAYS

536.01 Description. The work in this Section includes all labor, materials, and equipment necessary to complete the work of this Section including, but not limited to the following:

The design, fabrication and installation of articulating aluminum fixed walkways as shown on the contract drawings, complete with high strength marine grade aluminum extrusion framing, aluminum deck with non-slip surface, aluminum pipe handrail and aluminum threshold. Overall dimensions shall be as indicated on the Contract Drawings.

536.02 Submittals and Project Record Documents. The following shall be submitted to the Owner and the Engineer for review and approval:

- (a) Shop drawings for walkways detailing all fabrications and welded connections for review and approval prior to fabrication.
- (b) Fixed walkway design analysis and calculations, sealed by a Registered Professional Engineer familiar with the design of passenger gangways, indicating compliance with the design requirements of these specifications.
- (c) Provide manufacturer catalog cuts for review and approval on all hardware, non-slip surface, fastenings and miscellaneous metals planned to be incorporated in the walkway structures including documentation on aluminum and stainless steel materials to be incorporated in the work.

### 536.03 Quality Assurance.

Except as noted, all work shall conform the latest edition of the following standards:

- (a) American Society for Testing and Materials (ASTM)
- (b) American Welding Society, AWS D1.2 - Structural Welding Code, Aluminum

- (c) Aluminum Association, Aluminum Construction Manual
- (d) State of Maine building codes

Except as noted, all work shall conform to the current standards of the following authorities:

- (a) Occupational Safety and Health Administration (OSHA)
- (b) State of Maine, DOT Standard Specifications (2002)

Welders shall be currently certified to weld the various materials to be incorporated in the work. Copies of the certification shall be furnished to the owner.

Welding procedures shall be in accordance with the most up-to-date version of AWS D1.2 - Structure Welding Code, Aluminum and Aluminum Construction Manual. Surfaces of parts to be welded shall be free from scale, paint, grease, or other foreign matter. Welds shall be of sufficient size and shape to develop the full strength of the parts connected by the welds. Welds shall transmit stress without permanent deformation or failure when the parts connected by the weld are subjected to proof and service loadings. Contractor shall obtain the services of an independent testing laboratory, satisfactory to the owner, to perform weld inspection utilizing visual, ultrasonic, or other techniques applicable to aluminum welding. Deficiencies revealed by this inspection shall be repaired at Contractor's expense. Inspection reports and deficiency correction reports shall be submitted to the owner.

Unless otherwise specified herein, Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified herein, the Contractor may use his own or any other facilities suitable for the performance of inspection requirements specified. The owner reserves the right to perform any of the inspections set forth herein at its expense or to witness inspections and tests performed by Contractor.

#### 536.05 Materials.

Materials and components used shall be new and shall be free from defects which would adversely affect the performance or maintainability of individual components or of the overall assembly or structure. Materials not specified herein shall be of the same or higher quality used for the intended purpose in commercial practice.

1. Aluminum plates, structural shapes, forgings, pipe, bolts, nuts, washers, rivets, hangers and fittings shall be fabricated from aluminum alloy 6061-T6 or 6061-T6511 suitable for the salt water marine environment. Aluminum tube may be alloy 6063-T832. Floor plates shall be fabricated of alloy 5454 or 6061.

2. Stainless steel components, bolts, nuts, and washers shall be of chromium-nickel steel, Type 304 or 316, suitable for the salt water environment.

3. A synthetic laminate or equal, approximately 1/16 inch thick, shall be positioned between dissimilar metals, to reduce corrosion by galvanic action between them.

#### 536.06 Design Requirements.

1. Basic dimensions for the fixed walkways shall be as detailed on the contract drawings.

a. Width: Specified width is the clear width between handrails as shown on the contract drawings.

b. Handrail: Height of handrail above the walkway deck shall be 42 inches.

2. The fixed walkways shall be designed for a minimum of 60 (psf) structural live load with a deflection under a combination of dead load and live load not to exceed 1/180 of the clear span.

3. All pipe handrails shall be 1-1/2 inch diameter pipe; and shall be capable of accepting a 200 pound concentrated load or 50 pounds per lineal foot acting in any direction. Handrails shall be mounted on both sides of the walkways.

4. The walkway deck surface shall be continuous, non-slip, without tripping hazards or gaps in excess of 1/8 inch.

5. Handrails shall extend beyond the end of the structures on both ends by 12 inches.

6. All walkways shall have identification permanently and legibly marked directly on the interior side, outside, or on a discreetly sized corrosion-resisting metal (stainless steel, bronze or brass) plate securely attached to the gangway. Identification shall include manufacturer's name and trademark, model and serial number, capacity and weight and date of manufacture.

536.07 Delivery.

All completed aluminum walkways shall be delivered to the site and installed per the contract drawings and manufacturer's recommendations.

536.08 Defective Work.

Any parts of the work which are damaged shall be replaced at no additional cost to the owner

536.09 Method of Measurement.

All measurements pertaining to this section shall be combined and applied as lump sum.

536.10 Basis of Payment.

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
536.11 Walkways	Lump Sum

## SECTION 550

### FENDER SYSTEMS

550.01 Description. This work shall consist of furnishing and installing prefabricated fender panel systems as shown on the plans, as specified herein and as directed by the Engineer. The prefabricated fender panel systems shall include the prefabricated steel panels (specified in SECTION 531, METAL FABRICATIONS) elastomer energy absorbing fender units, steel pipe fender spaces, ultra high molecular weight polyethylene (UHMW-PE) facing, all attachments to the panels including mounting hardware, panel support chains, shear chains and chain mounting hardware.

550.02 Quality Assurance and Submittals. The work shall conform to the latest edition of the following codes specifications, and standards, unless noted elsewhere:

- (1) American Society for Testing Materials (ASTM)
- (2) American Institute of Steel Construction (AISC)
- (3) American Welding Society (AWS)

Manufacturer's description and specification for the following shall be submitted to the Owner for approval:

- (1) Elastomer energy absorbers
- (2) Low friction fender facing
- (3) All fender hardware
- (4) Fender frame fabrication design calculations and shop drawings.

Steel fender frames shall be manufactured in the United States by a fabricator with a minimum of 5 years of experience with projects similar in size and scope to the fabrication of the fender panels. See Specification Section 105.11 for Buy America Requirements.

550.03 Materials. The elastomer energy absorbing elements shall be molded natural or synthetic rubber that is homogeneous, free from all defects, cracks or impurities and able to fully function in the intended environment. They shall be bonded to integral steel mounting plates which shall conform to ASTM A 36

specifications. They shall be secured with hardware specified herein.

The elastomer absorbing elements shall exhibit the following performance at berthing angles of up to 90 degree

- (1) for Head Dolphins, and Turning Dolphins, total minimum energy absorbed of 30 ft-kips with a total maximum reaction of 41 kips per fender.
- (2) for Side Dolphins, total minimum energy absorbed of 15 ft-kips with a total maximum reaction of 26 kips per fender.

The dimensions and number of the elastomer absorbing elements shown on the plans are for a specific unit. Fendering units with different dimensions can be used if performance characteristics are the same or better. Changes in the fendering unit dimensions can require changes in the dolphin location. All fendering unit changes must be approved by the Owner.

The steel fender frames and steel pipe fender extensions shall be of minimum dimensions shown on the drawings. Steel fender frames shall be watertight enclosed box-type construction. Steel members used shall be in accordance with ASTM A36. Steel fender panels shall be fabricated as detailed in Section 531-Metal Fabrication. Upon assembly exterior steel surfaces shall be coated with a High Solids Epoxy or Urethane coating as detailed in SECTION 506, PAINTING STRUCTURAL STEEL. Threaded studs shall be left uncoated.

Modifications to the fender panel framing system can be submitted by the Contractor for review and approval by the Owner and Engineer. Submittals shall include drawings and computations stamped by a professional engineer. Modifications shall not significantly change the overall dimensions of the panels nor reduce the panels' effectiveness for the intended use. Additional modifications for panel, rubber fender and chain connectors shall be included in any proposed changes.

Facing for the fender frame shall be of the minimum dimensions shown on the plans and material shall be an ultra high molecular weight (UHMW) virgin polyethylene wear surface having a carbon content of 1-1/2 percent and UV stabilized. The rub strip color shall be black. The UHMW shall conform to the following specifications:

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<u>Property</u>	<u>Test Method</u>	<u>Requirement</u>
Specific Gravity	ASTM D 792	0.92 gm/cc
Tensile Strength	ASTM D638	
Yield		3000 psi min.
Ultimate		4000 psi min.
Izod Impact	ASTM D256H	18 ft-lbs/in. min.
Abrasion Resistance	Sand Slurry	11 (index mild steel = 100)
Water Absorption	ASTM D570	nil
Coefficient of Friction	ASTM D1894	0.2 max.

Support and shear chains for the fender system shall be galvanized long link dock chain with approximate ¾ inch diameter and an ultimate capacity of 72,000 pounds. The overall length of the shear chains will allow 1 in. to 2 in. of slack in the assembly. Chain adjusters shall have enough adjustment length to tension the support chains to the fender manufacturer's recommendations.

Hardware for attaching the fender chains including shackles and chain adjusters shall be galvanized and have a working capacity of 24,000 pounds. Shackles shall be bolted anchor shackles. All hardware shall be hot dip galvanized to ASTM A 153 and A 123.

550.04 Installation. The fender panels shall be installed as shown on the plans. All hardware shall be installed with threaded fasteners and other fasteners secured to prevent them from working loose. All items damaged before or during installation or installed improperly shall be replaced as directed by, and at no cost to the Owner.

Studs used for attaching of fender facing and if required elastomeric fender element, shall conform to State of Maine, Department of Transportation Standard Specification, SECTION 505, STUD WELDED SHEAR CONNECTIONS, ANCHORS AND FASTENERS. Studs shall be 316L Stainless steel.

550.05 Method of Measurement.

All measurements pertaining to this section shall be combined and applied as lump sum.

550.06 Basis of Payment.

Payment for all work pertaining to this section shall be combined and applied as a lump sum payment.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
504.61 Fender Panel System	Lump Sum



## Division 16--Electrical Construction Specification

### Section 16000: Electrical General Conditions

#### 1. Definitions:

“Provide” shall mean that the Contractor is to furnish and install equipment with associated electrical work.

“Furnish” shall mean that the Contractor is to purchase equipment and deliver it to the site but not install the equipment.

“Install” shall mean that the Contractor is to install equipment but not to purchase the equipment.

“Electrical work” shall mean and is intended to include the providing of all labor, material, and equipment to satisfactorily accomplish the installation and tests described or referenced in Division 16 and Special Provision Section 655.

#### 2. Scope:

Unless otherwise noted on the electrical drawings or in the electrical specification, all electrical work shall be in accordance with the latest revision of the National Electrical Code, NFPA-72, and all the codes and standards referenced therein. In addition, all electrical work shall be in accordance with local, state, MDOT Special Provisions, and utility requirements and the codes and standards referenced in those requirements.

The Contractor agrees to indemnify, defend, and hold harmless the Owner and the Electrical Engineer from and against all loss or expense (including costs and Attorney’s fees) by reason of liability imposed by law upon the Owner and the Electrical Engineer for damages because of bodily injury, including death at anytime arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the contract,

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provided such injury to persons or damage to property is due to or claimed to be due to negligence of the Contractor, his employees or agents.

Persons qualified, authorized, and licensed in the State of Maine shall provide all electrical work.

The Contractor shall provide a complete set of as-built electrical drawings of all electrical work.

The cost of all building permits, electrical permits, inspection fees, costs associated with assisting other trades shall be included in the Contractor's quote/bid for the electrical work.

Section 16010: Test and Inspection Requirements

The shore power grounding system shall be tested. The resistance of the installed #8 conductor from each Type "A" pier light to the grounding electrode conductor bus at the service entrance shall not exceed 0.5 Ohms. Ensure by measurement that the resistance between the equipment grounding conductor and the transfer bridge structure, and metal walkways is less than 1 Ohm.

All electrical work shall be inspected and approved by the authority having jurisdiction.

Electrical work that does not meet the requirements of Division 16 shall be modified at no expense to the Owner to bring it into conformance with these requirements.

Written test reports shall be provided to the Owner and the Electrical Engineer for approval.

Section 16020: Submittals

Provide shop drawings for the following electrical material and equipment for review and approval by the electrical engineer.

Conductors

Conduits

Transformer

Disconnecting Devices

Circuit Breakers

Photocell Switch

Lights

Poles

Junction and Pull Boxes

All proposed deviations from the electrical drawings and specifications shall be detailed in writing as a shop drawing submittal provided for review and approval by the Electrical Engineer prior to execution.

#### Section 16111: Conduit and Wireways

All conduit and conduit connectors shall be threaded, rigid metal with a 40 Mil thick PVC coating.

All metal conduits shall be grounded but shall not be used as an equipment grounding conductor.

#### Section 16120: Conductors

All individual conductors shall be copper with combination THHN/THWN color coded insulation.

Color code all phase and ground insulation as follows: Single-phase and three-phase 120/240 Volt Systems (A-Black, B-Red, C-Blue, Neutral-White, Ground-Green) 480 Volt System (A-Brown, B-Orange, C-Yellow, No Neutral, Ground-Green with Yellow stripe)

All conductors shall be in a threaded rigid metal conduit system specified elsewhere.

#### Section 16131: Electrical Boxes and Enclosures

All pull boxes and junction boxes shall be cast iron with boss type threaded conduit openings designed for 5-thread engagement. All boxes shall be galvanized and have Neoprene gaskets. All electrical enclosures containing 480 Volt system conductors shall have red paint stenciled on the cover "Danger—480 Volt"

#### Section 16140: Shore Power Receptacle

Provide a new Russell-Stoll shore power receptacle that exactly matches the existing unit with a support structure shown on the Civil Engineering drawings.

Section 16190: Mounting and Support

All electrical equipment and material shall be supported by means that have the capacity to carry at least 5 times the expected load.

Provide structural mounting and supporting means as detailed on the Electrical and Civil Engineering drawings for the shore power receptacle, light poles, conduit, and boxes.

Conduits shall be supported by PVC coated two-hole brackets and PVC coated framing channel at not greater than 3 feet on center.

Section 16400: Shore Power Transformer

Provide a shore power transformer as shown on the electrical drawings.

The shore power transformer is to be wired as not separately derived, utilizing the #8 equipment grounding conductor as shown on the electrical drawings.

The primary disconnect for the shore power transformer is to be at the existing 70A3P circuit breaker in the bridge control enclosure. Mount the shore power transformer secondary, fused disconnect adjacent to the deck mounted transformer. Penetrations of the bridge control enclosure and the transformer enclosure shall be made water tight.

Section 16450: Grounding

Measure the resistance of the existing grounding electrode conductor bus at the service entrance. Provide additional grounding electrodes if needed to meet the minimum National Electrical Code requirement of 25 Ohm resistance to earth.

Section 16460: Dry Type Transformers

Provide shore power dry type transformer with 316 stainless steel, non-ventilated, NEMA-4X enclosure as shown on the electrical drawings.

Section 16474: Circuit Breakers

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Provide new circuit breakers in the existing lighting panelboard for the new lighting equipment.

Provide circuit breakers with the same mounting type, voltage and AIC rating to match existing.

Section 16510: Lighting Equipment

Provide luminaires and fiberglass poles as shown on the electrical drawings.

Provide lamps as specified by the luminaire manufacturer.

Repair all damages finishes in the field.

As part of the approval process, provide point-by-point foot candle studies of the walkways and water at high and low tides if luminaires other than those specified are proposed for use.

Shim poles to plumb. Use galvanized anchor bolts, nuts, washers, and lock-washers to mount the poles

Electrical connections inside the pole shall be made with solderless crimp connectors and that shall be covered with self-vulcanizing waterproof electrical tape.

END OF DIVISION 16