Updated 1/19/10

FEDERAL PROJECT

Effective January 20, 2010
Supersedes December 1, 2008

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 items in the Schedule of Items.
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.

January 30, 2004
Supercedes February 11, 2003

NOTICE

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

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

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments 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.

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 infrormation:

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, executers, 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.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN: _____** **Town(s): _____**

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)_____**
Bid Date: _____ **Fax: (_____)_____**

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received: _____**

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

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.

MDOTs DBE Directory of Certified firms can also be obtained at 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 2010 (October 1, 2009 through September 30, 2010), 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) 624-3066. 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 16th, 2009. The goal will be submitted for approval to the FHWA on August 1st, 2009. 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.

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.

____ **Original Submission** **Page ___ of ___**

____ **Revision # _____**

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**

WBE•	DBE•	Non DBE	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual $ Value
					Total ›		

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:

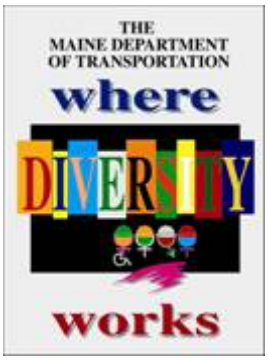
Form received: ___/___/___ Verified by: _____

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

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

Rev. 1/08



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/dbe-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
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Naples Bay Bridge Replacement and Highway Reconstruction in the town of **NAPLES**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on August 25, 2010 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge, highway, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence**.

Description: Maine Federal Aid Project No. BH-A106(000), PIN 011060.00

Location: In Cumberland County, project is located on route 11 / 302 approximately 0.3 mile west of route 35.

Scope of Work: Naples Bay Bridge replacement and highway reconstruction plus other incidental work.

The basis of award will be Section 0001 only

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

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. 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 $158.00 ($167.00 by mail). Half size plans $79.00 ($83.25 by mail), Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

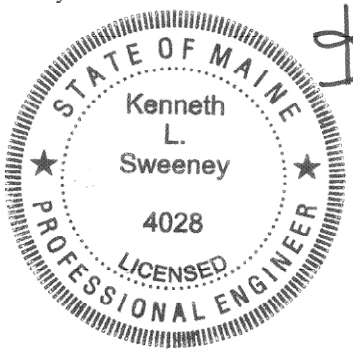
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of $270,000.00 payable to Treasurer, State 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.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

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

Augusta, Maine
July 28, 2010



KENNETH L. SWEENEY P.E.
CHIEF ENGINEER

NAPLES
011060.00
August 3, 2004
Supercedes March 17, 2004

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)

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.

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 PROJECT ITEMS					
0010	201.23 REMOVING SINGLE TREE TOP ONLY	3.000 EA				
0020	201.24 REMOVING STUMP	3.000 EA				
0030	202.15 REMOVING MANHOLE OR CATCH BASIN	23.000 EA				
0040	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0050	202.202 REMOVING PAVEMENT SURFACE	2350.000 SY				
0060	203.20 COMMON EXCAVATION	14300.000 CY				
0070	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP			
0080	203.2333 DISPOSAL OF SPECIAL EXCAVATION	75.000 T				
0090	203.24 COMMON BORROW	3000.000 CY				
0100	203.25 GRANULAR BORROW	9250.000 CY				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	50.000 CY				
0120	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	50.000 CY				
0130	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	2600.000 CY				
0140	304.09 AGGREGATE BASE COURSE - CRUSHED	6000.000 CY				
0150	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	9000.000 CY				
0160	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	1450.000 T				
0170	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	850.000 T				
0180	403.213 HOT MIX ASPHALT 12.5 MM BASE	3300.000 T				
0190	409.15 BITUMINOUS TACK COAT - APPLIED	850.000 G				
0200	411.12 CRUSHED STONE SURFACE	19.000 T				
0210	501.231 DYNAMIC LOADING TEST	2.000 EA				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	501.50 STEEL H-BEAM PILES 89 LBS/FT, DELIVERED	3360.000 LF				
0230	501.501 STEEL H-BEAM PILES 89 LBS/FT, IN PLACE	3360.000 LF				
0240	501.90 PILE TIPS	64.000 EA				
0250	501.91 PILE SPLICES	32.000 EA				
0260	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
0270	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			
0280	502.229 STRUCTURAL CONCRETE ABUTMENTS AND RETAINING WALL UNDER WATER	LUMP	LUMP			
0290	502.35 STRUCTURAL CONCRETE, STAMPED COLORED CONCRETE PAVEMENT	700.000 SY				
0300	502.38 STRUCTURAL CONCRETE ARCH TYPE	LUMP	LUMP			
0310	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALK	LUMP	LUMP			
0320	502.56 CONCRETE FILL	100.000 CY				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0330	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	318100.000 LB				
0340	503.13 REINFORCING STEEL, PLACING	318100.000 LB				
0350	504.93 BULKHEAD	LUMP	LUMP			
0360	507.0834 WYOMING STEEL BRIDGE RAILING MODIFIED	LUMP	LUMP			
0370	507.0841 STEEL PIPE HAND RAILING THREE BAR	LUMP	LUMP			
0380	507.0841 STEEL PIPE HAND RAILING TWO BAR	LUMP	LUMP			
0390	508.13 MEMBRANE WATERPROOFING	LUMP	LUMP			
0400	511.07 COFFERDAM: ABUTMENT NO.1	LUMP	LUMP			
0410	511.07 COFFERDAM: ABUTMENT NO.2	LUMP	LUMP			
0420	512.081 FRENCH DRAINS	LUMP	LUMP			
0430	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0440	515.20 PROTECTIVE COATING FOR CONCRETE SURFACES	320.000 SY				
0450	526.325 CONCRETE WALL WITH ARCHITECTURAL FINISH	303.000 LF				
0460	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				
0470	528.08 STRUCTURAL TIMBER 3 DOCKS	LUMP	LUMP			
0480	534.10 PRECAST CONCRETE FACING	LUMP	LUMP			
0490	603.157 12 INCH PVC PIPE	140.000 LF				
0500	603.159 12 INCH CULVERT PIPE OPTION III	88.000 LF				
0510	603.167 15 INCH POLYVINYLCHLORIDE (PVC) PIPE	46.000 LF				
0520	603.169 15 INCH CULVERT PIPE OPTION III	95.000 LF				
0530	603.175 18 INCH REINFORCED CONCRETE PIPE CLASS III	592.000 LF				
0540	603.179 18 INCH CULVERT PIPE OPTION III	37.000 LF				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0550	603.199 24 INCH CULVERT PIPE OPTION III	64.000 LF				
0560	604.072 CATCH BASIN TYPE A1-C	30.000 EA				
0570	604.092 CATCH BASIN TYPE B1-C	1.000 EA				
0580	604.14 30 INCH CATCH BASIN TYPE E	4.000 EA				
0590	604.2413 CONCRETE SIDEWALK CULVERT	2.000 EA				
0600	604.244 CATCH BASIN TYPE F4	10.000 EA				
0610	604.246 CATCH BASIN TYPE F5	1.000 EA				
0620	604.248 CATCH BASIN TYPE F6	1.000 EA				
0630	605.09 6 INCH UNDERDRAIN TYPE B	2334.000 LF				
0640	605.11 12 INCH UNDERDRAIN TYPE C	2655.000 LF				
0650	605.12 15 INCH UNDERDRAIN TYPE C	618.000 LF				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0660	605.13 18 INCH UNDERDRAIN TYPE C	96.000 LF				
0670	605.15 24 INCH UNDERDRAIN TYPE C	199.000 LF				
0680	605.39 UNDERDRAIN DITCH SOIL FILTER	LUMP	LUMP			
0690	606.1721 BRIDGE TRANSITION - TYPE 1	1.000 EA				
0700	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	150.000 LF				
0710	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	2.000 EA				
0720	606.79 GUARDRAIL 350 FLARED TERMINAL	1.000 EA				
0730	608.08 REINFORCED CONCRETE SIDEWALK	1650.000 SY				
0740	608.08 REINFORCED CONCRETE SIDEWALK COLORED	50.000 SY				
0750	608.26 CURB RAMP DETECTABLE WARNING FIELD	96.000 SF				
0760	609.11 VERTICAL CURB TYPE 1	4735.000 LF				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0770	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	57.000 LF				
0780	609.131 VERTICAL BRIDGE CURB TYPE A	63.000 LF				
0790	609.234 TERMINAL CURB TYPE 1 - 4 FOOT	26.000 EA				
0800	609.237 TERMINAL CURB TYPE 1 - 7 FOOT	73.000 EA				
0810	609.34 CURB TYPE 5	335.000 LF				
0820	609.35 CURB TYPE 5 - CIRCULAR	68.000 LF				
0830	610.08 PLAIN RIPRAP	350.000 CY				
0840	610.16 HEAVY RIPRAP	20.000 CY				
0850	610.18 STONE DITCH PROTECTION	60.000 CY				
0860	613.319 EROSION CONTROL BLANKET	300.000 SY				
0870	613.40 TURF REINFORCEMENT MAT - (TRM)	100.000 SY				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0880	615.07 LOAM	1300.000 CY				
0890	616.08 SODDING	2500.000 SY				
0900	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	18.000 UN				
0910	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	30.000 UN				
0920	619.1201 MULCH - PLAN QUANTITY	48.000 UN				
0930	619.1401 EROSION CONTROL MIX	10.000 CY				
0940	620.54 STABILIZATION GEOTEXTILE	500.000 SY				
0950	621.053 EVERGREEN TREES (10 FOOT - 12 FOOT) GROUP B	1.000 EA				
0960	621.101 PLUG/ STARTER PLANT	2400.000 EA				
0970	621.121 SMALL DECIDUOUS TREES (5 FOOT - 6 FOOT) GROUP B	12.000 EA				
0980	621.273 LARGE DECIDUOUS TREE (2 INCH - 2.50 INCH CALIPER) GROUP A	12.000 EA				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0990	621.28 LARGE DECIDUOUS TREE (2.50 INCH - 3 INCH CALIPER) GROUP B	18.000 EA				
1000	621.281 LARGE DECIDUOUS TREE (2.50 INCH - 3 INCH CALIPER) GROUP C	12.000 EA				
1010	621.292 LARGE DECIDUOUS TREE (3.50 INCH - 4 INCH CALIPER) GROUP B	18.000 EA				
1020	621.54 DECIDUOUS SHRUBS (18 INCH - 24 INCH) GROUP A	32.000 EA				
1030	621.541 DECIDUOUS SHRUBS (18 INCH - 24 INCH) GROUP B	138.000 EA				
1040	621.542 DECIDUOUS SHRUBS (18 INCH - 24 INCH) GROUP C	96.000 EA				
1050	621.546 DECIDUOUS SHRUBS (2 FOOT - 3 FOOT) GROUP A	60.000 EA				
1060	621.553 DECIDUOUS SHRUBS (3 FOOT - 4 FOOT) GROUP B	9.000 EA				
1070	621.558 DECIDUOUS SHRUBS (4 FOOT - 5 FOOT) GROUP A	24.000 EA				
1080	621.559 DECIDUOUS SHRUBS (4 FOOT - 5 FOOT) GROUP B	9.000 EA				
1090	621.661 VINES (18 INCH - 24 INCH) GROUP B	3.000 EA				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1100	621.71 HERBACEOUS PERENNIALS GROUP A 1 GAL CONT.	600.000 EA				
1110	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
1120	626.11 PRECAST CONCRETE JUNCTION BOX	47.000 EA				
1130	626.221 NON-METALLIC CONDUIT CONCRETE ENCASED	4250.000 LF				
1140	626.31 18 INCH FOUNDATION	21.000 EA				
1150	626.32 24 INCH FOUNDATION	22.000 EA				
1160	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	11000.000 LF				
1170	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	2200.000 SF				
1180	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			
1190	629.05 HAND LABOR, STRAIGHT TIME	25.000 HR				
1200	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	25.000 HR				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1210	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	25.000 HR				
1220	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
1230	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR				
1240	631.22 FRONT END LOADER (INCLUDING OPERATOR)	25.000 HR				
1250	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				
1260	634.16 HIGHWAY LIGHTING	LUMP	LUMP			
1270	634.70 ORNAMENTAL LIGHTING CYCLONE LIGHTING LED INSTALL ONLY	43.000 EA				
1280	634.70 ORNAMENTAL LIGHTING LIGHTED BOLLARD INSTALL ONLY	4.000 EA				
1290	638.01 EMBEDDED WORK IN STRUCTURE	LUMP	LUMP			
1300	639.18 FIELD OFFICE TYPE A	1.000 EA				
1310	652.311 TYPE II BARRICADE	5.000 EA				

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1320	652.312 TYPE III BARRICADE	2.000 EA				
1330	652.33 DRUM	25.000 EA				
1340	652.34 CONE	75.000 EA				
1350	652.35 CONSTRUCTION SIGNS	600.000 SF				
1360	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
1370	652.38 FLAGGER	9000.000 HR				
1380	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
1390	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	20.000 SY				
1400	659.10 MOBILIZATION	LUMP	LUMP			
1410	660.21 ON-THE-JOB TRAINING (BID)	2000.000 HR				
	SECTION 0001 TOTAL				.	

SECTION 0002 OPTION NO.1

CONTRACT ID: 011060.00 PROJECT(S): BH-A106(000)

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
1420	890.01 SPECIAL WORK #1 FIRE SUPPRESSION SYSTEM	LUMP	LUMP			
	SECTION 0002 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 **011060.00**, for the **Naples Bay Bridge Replacement and Highway Reconstruction** in the town of **Naples**, County of **Cumberland**, 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 **May 15, 2013.** 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

Section 0001 $_____

Section 0002 $_____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, 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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 011060.00, Naples Bay Bridge Replacement and Highway Reconstruction**, 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 with their bid.

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

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

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

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

Section 0001 ❑
Section 0002 ❑

Contract Amount: _____

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

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 **011060.00**, for the **Naples Bay Bridge Replacement and Highway Reconstruction** in the town of **Naples**, County of **Cumberland**, 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 **May 15, 2013.** 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

Section 0001 $_____

Section 0002 $_____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, 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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 011060.00, Naples Bay Bridge Replacement and Highway Reconstruction**, 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 with their bid.

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

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

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

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

Section 0001 ❑
Section 0002 ❑

Contract Amount: _____

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

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)**
Date	(Signature of Legally Authorized Representative of the Contractor)
____(**Witness Sign Here)**	**(Print Name Here)**
Witness	(Name and Title Printed)

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date	By: David A. Cole, Commissioner
(Witness)	

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:	SIGNATURES:
	CONTRACTOR:
Signature.....	.....….....
Print Name Legibly	Print Name Legibly ...……....
	SURETY:
Signature	....……....
Print Name Legibly	Print Name Legibly .....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
.....	ADDRESS .....
.....	...…….....
.....	.....…….....
TELEPHONE.....	.....…….....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

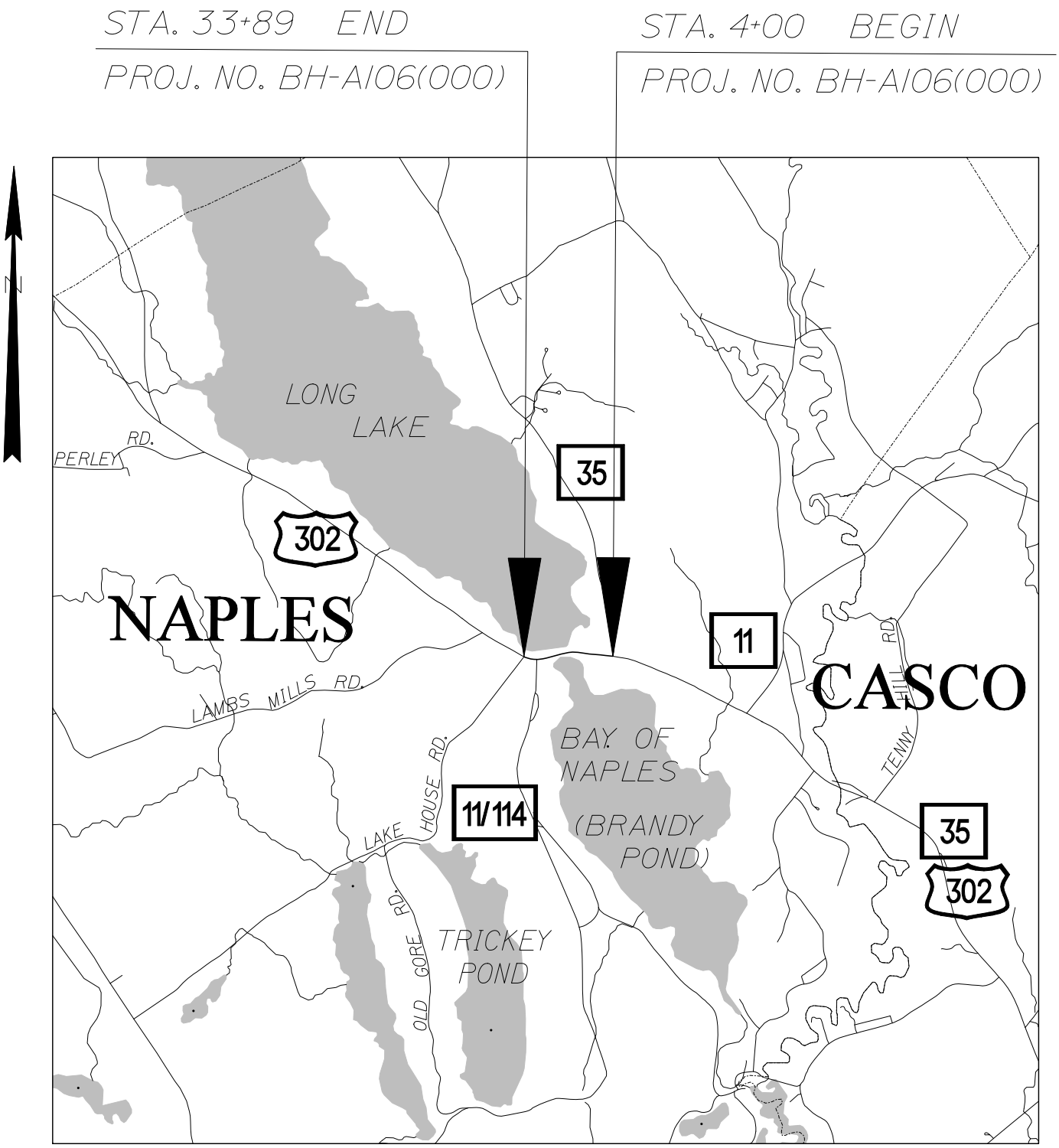
KNOW ALL MEN BY THESE PRESENTS: That _____ _____ **in the State of** _____, as principal, and.....…..... a corporation duly organized under the laws of the State of ..... and having a usual place of business in .....……., as Surety, are held and firmly bound unto the Treasurer of the State of Maine for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

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

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

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

WITNESS:	SIGNATURES:
	CONTRACTOR:
Signature…….....	.....….....
Print Name Legibly .....……..	Print Name Legibly ….....….....
	SURETY:
Signature.....	...….....….....
Print Name Legibly	Print Name Legibly ….....….....
SURETY ADDRESS:	NAME OF LOCAL AGENCY:
...….....….....	ADDRESS ….....….....
.....	…….....….....
TELEPHONE	…….....….....



LOCATION MAP

General Decision Number: ME100003 03/12/2010 ME3

Superseded General Decision Number: ME20080003

State: Maine

Construction Type: Highway

Counties: Androscoggin and Cumberland Counties in Maine.

Highway Construction Projects Excluding Major Bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	03/12/2010

*** SUME2000-011 10/24/2000**

	Rates	Fringes
CARPENTER	$ 11.30	1.95
ELECTRICIAN	$ 17.90	2.30
Laborers:		
Flaggers	$ 7.25	
Landscape	$ 7.99	.72
Unskilled	$ 8.69	1.08
Power equipment operators:		
Backhoes	$ 12.39	2.00
Bulldozers	$ 11.13	1.94
Excavators	$ 11.24	1.31
Loaders	$ 11.19	1.82
Rollers	$ 10.16	1.56
Truck drivers:		
Dump	$ 9.02	1.39
Two axle	$ 9.08	1.28

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)).

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

SPECIAL PROVISION
SECTION 102.3
EXAMINATION OF DOCUMENTS, SITE, AND OTHER INFORMATION
(Geotechnical Information)

Add the following to Section 102.3, Examination of Documents, Site and Other Information:

102.3.1 Geotechnical Information In most cases, Geotechnical Information pertaining to the project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. If one is available, the project geotechnical report may be accessed at the following web address:

http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php.

The Department shall not be responsible for the Bidders' and Contractors' interpretations of or estimates or conclusions drawn from the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

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

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

Town: Naples
Project: BH-A106(000)
Pin: 011060.00
Date: July 19, 2010

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

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

GENERAL INFORMATION

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

Overview:

Utility	Aerial	Underground
Central Maine Power Company	X	X
MaineDOT Electrical Department		X
Maine Telephone Company	X	X
Time Warner Cable	X	
Town of Naples		X

Temporary utility adjustments are **not** anticipated. However, if temporary utility adjustments become necessary to accommodate the Contractor's method of construction, the temporary relocation will be at the Contractor's expense. All incidental costs related to any temporary utility work will be incidental to the project costs.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

Town: Naples
Project: BH-A106(000)
Pin: 011060.00
Date: July 19, 2010

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

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

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

AERIAL

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power Company	X	X	X	X	30
Maine Telephone Company	X	X	X	X	25
Time Warner Cable			X		10
				Total:	65

Town: Naples
Project: BH-A106(000)
Pin: 011060.00
Date: July 19, 2010

Utility Specific Issues:

Central Maine Power Company

CMP has three phase electrical service on the project. CMP will replace poles and wire as indicated on the pole list below. The utility poles at Route 35 end of project will not be replaced. The Contractor will need to construct sidewalk around the poles. Spacer cable will be used on the poles to minimize the visual impact. New underground service connections to the businesses will be necessary due to taller poles being installed. CMP will run these services on the poles down to the junction boxes. The individual businesses will be responsible for running the underground service up to the junction boxes.

Any tree removal or tree trimming required within ten feet of the Central Maine Power Company conductors must be done by a contractor qualified to work within ten feet of the Central Maine Power Company conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of Central Maine Power Company conductors may be obtained from Gary Crabtree and he may be reached at 791-8025 (cell 831-0295).

Pole List:

Existing Pole #	Existing Station	Left/ Right		Existing Offset	Proposed Station	Left/ Right		Proposed Offset	Comments
		LT	RT			LT	RT		
24/9	3+48.11	X		25.8357					Riser Pole Current Location is Okay
No #	3+85.91		X	37.6273					Current Location is Okay
25/1/10	5+20.73	X		26.08					Current Location is Okay
26/11	6+21.26	X		24.43					Replace in Current Location (45')
27/12	7+84.21	X		23.78					Current Location is Okay
28	9+39.07		X	28.30					Replace in Current Location (45')
13 MTC	9+65.86	X		24.71					Remove Pole
29/14	10+91.20		X	28.75					Replace in Current Location (45')
15 MTC	11+56.10	X		25.31					Remove Pole
30	12+17.36		X	28.11					Current Location is Okay
31/1/16	13+32.99	X		27.39					Renumber to Point Pole
31/1/16					13+32		X	28	New Pole Requires Approx. 4 ½ Cut Prior to Pole Set
32/18	14+86.20	X		38.719					Pole Remains for Service Drop to Tiki Bar
32/18.1	15+38.8		X	21.46	15+38.8		X	28.10	New Pole Requires Approx. 5' Cut Prior to Pole Set
32/19	17+24.22	X		46.60					Replace With Taller Pole in Current Location. Needs Approx. 2' Spot Fill
32S	17+35.23		X						Remove – Stub Pole No Longer Needed

34/1/20	18+36	X		72.66					Replace With Taller Pole in Current Location
34.1/10.1	18+48.94	X		17.63					Remove When Bridge Service Discontinued
No #	20+06.73	X		30.78					Remove When Bridge Service Discontinued
35	20+08.25	X		20.08					Replace With Taller Pole in Current Location
36/22	21+90.50	X		73.26					Replace With Taller Pole in Current Location. Secondary URD Service. New Drainage Outlet Near This Pole.
37/23	23+84.49	X		65.94					Replace With Taller Pole in Current Location. Secondary URD Service.
No #	25+50.80		X						Remove Light Pole
38/24	25+83.80	X		55.41					Replace With Taller Pole in Current Location. Secondary URD Service.
39/25	26+66.62	X		50.3577					Replace With Taller Pole in Current Location. Secondary URD Service.
No #	28+38		X						Remove Light Pole
40/26	28+65.52	X		58+7724	28+84	X		63.00	Locate in Island. Will Require Temporary Barricade/Island. Sidewalk Guy in Both Directions.
41/27	29+65.29	X		44.3644					Current Location is Okay
42/28	30+71.27	X		34.9252					Current Location is Okay
43/29	31+79.52	X		22.0843	31+79.52	X		25.00	Replace Pole Behind New Sidewalk. Straightline Between Poles 42 & 44.
44/30	32+88.55	X		21.4647	32+89	X		33.00	Replace Pole Behind New Sidewalk. Sidewalk Guy in Both Directions.

Maine Telephone Company
MTC has two fiber cables and one copper cable located on the project. They will be stringing new wire and transferring what is currently there. The dual pole line along a portion of the project will be removed. Maine Telephone will transfer their wires to CMP's pole set.

Time Warner Cable
TWC has coaxial cable and fiber optics cable in one strand on the project except for where they cross the bridge. This location only has fiber optics. TWC will be transferring their wires.

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Central Maine Power Company	Underground service to docks and businesses on causeway.	Included In Aerial Estimate
MaineDOT Electrical Department	Remove manholes and crossing gates used to close the old bridge to traffic.	To Be Completed By Contractor
Maine Telephone Company	Underground service to docks and businesses on causeway.	Included In Aerial Estimate
Town of Naples	Owner of new conduit services to the docks and new lighting for the bridge and causeway..	To Be Completed By Contractor
	Total:	0

MaineDOT Electric Department
The four manholes serving the crossing gates on either side of the old bridge will need to be removed and disposed of. The crossing gates need to be removed as well. All material removed becomes the property of MaineDOT. The MaineDOT Resident will work with Ron Cote at MaineDOT to determine what location the material will be delivered to.

Town of Naples
The Town of Naples has executed a Municipal/State Agreement with MaineDOT for lighting along the project. This work is to be completed as part of the project. The plans and specifications can be found in another section of this bid document.

The Town of Naples desires to have a fire suppression system installed within the project boundaries. The plans and specifications can be found in another section of this bid document.

UTILITY CONTACT INFORMATION

The utility contact information is provided as part of contract documents for utility correspondence after contract award. If the Contractor has any questions regarding the utility work or relocations associated with the Project during bidding, the Contractor shall submit questions through the Request for Information process outlined in the contract documents.

CMP, Brent Brooks, 623-3521 ext. 3245, cell 215-5581, brent.brooks@cmpco.com
MaineDOT Electrical Department, Ron Cote, cell 446-2305, ron.cote@maine.gov
Maine Telephone Company, Clelie Welch, 655-9955, cell 653-7169, cwelch@fairpoint.com
Time Warner Cable, Mark Pelletier, cell 253-2324, mark.pelletier@twcable.com
Town of Naples, Derik Goodine, 693-6364, cell 595-0310, townmanager@townofnaples.org

Town: Naples
Project: BH-A106(000)
Pin: 011060.00
Date: July 19, 2010

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility that have plant close to the site not later than 3:00 p.m. on the working day (Monday through Friday) before the Contractor intends to blast. Notice shall state the approximate time of the blast.

DIG SAFE

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with **M.R.S.A. Title 23 §3360-A, Maine "Dig Safe" System. Call 1-888-344-7233.**

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A-Sections 751–761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

Town: Naples
PIN #: 11060.00
Date: 7/12/2010

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

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

I. In-Water Work shall not be allowed between the dates of October 2 and July 14 **(In-Water work is allowed from July 15 to October 1)** except that:
   a. Pile driving at the bridge is allowed between 12/1 and 10/1 (pile-driving is **not** allowed from 10/2 thru 11/30)
   b. Pile removal at the bridge is allowed between 6/1 and 10/1
   c. Pile driving and removal is allowed along the causeway at any time.

II. In-Water work window applies to the following water bodies at the following Station #'s:
   1. Bridge: Station 18+50 to Station 20+00
   2. Causeway: Station 18+50 to Station 70+00 (including wharf relocations)

III. Special Conditions:
   1. See Army Corps of Engineers Permit for additional conditions
   2. See ME DEP Permit-by-Rule Standards, Section 11, State Transportation Facilities
   3. Relocated wharves shall be supported by piles 12-inches in diameter or less. The total number of piles for each wharf shall be limited to twelve (12). In addition, the wharves shall not exceed the following deck dimensions:
      a. Wharf #1 (Air Marine Corp.): 40' X 54' (2,160 square feet); 12-inch piles
      b. Wharf #2 (Naples Casino, Inc.): 20' X 60' (1,200 square feet); 12-inch piles
      c. Wharf #3 (James Build): 25' x 16' (400 square feet); 12 square feet; 12-inch piles

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

V. All activities are prohibited (including placement and removal of cofferdams unless otherwise permitted by Regulatory Agencies) below the normal high water mark if outside the prescribed in-water work window, except for the following:

   1. Work within a cofferdam constructed according to MaineDOT's Standard Specifications and in adherence with the contractors approved "Soil Erosion and Water Pollution Control Plan".

VI. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow. When working in Tidal streams flow needs to be provided in both directions

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

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

"The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project's land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI's (and NOT's) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations."

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than $6, nor more than $30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is $15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

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

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

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

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

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

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

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

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:
PL 1993, Ch. 683, §A2 (NEW).
PL 1993, Ch. 683, §B5 (AFF).
PL 1997, Ch. 144, §1,2 (AMD).
PL 1999, Ch. 117, §2 (AMD).
PL 1999, Ch. 125, §1 (AMD).
PL 1999, Ch. 580, §13 (AMD).
PL 2001, Ch. 671, §30 (AMD).
PL 2003, Ch. 166, §13 (AMD).
PL 2003, Ch. 452, §Q73,74 (AMD).
PL 2003, Ch. 452, §X2 (AFF).

SPECIAL PROVISION 105
CONSTRUCTION AREA

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

(a) The section of highway under construction in the town of Naples, Cumberland County on Route 11 / 302 over Chutes River.

(b) (Route 11 / 302) over Chutes River station 4+00.00 to station 33+89.00 of the construction plus approaches.

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION
SECTION 106
QUALITY
(Quality Level Analysis- Structural Concrete)

106.7.1 Standard Deviation Method Under H. Replace the Method A payfactor with the following;

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

SPECIAL PROVISION
SECTION 107
(Prosecution and Progress)
TIME

The Contractor shall conduct his operation in such a manner that all work associated with pay item 528.08 Structural Timber shall be completed by May 15th, 2011. Liquidated damages shall be assessed at a rate of one thousand dollars ($1000) per day for every calendar day beyond May 15th, 2011 that this requirement is not met.

The Contractor shall conduct his operation in such a manner that the driving, anchoring, backfilling, installation of catch basins 22,28,31,33,35,38 and associated outlet pipes of the sheet pile wall work associated with pay Item 504.93 Bulkhead shall be completed between Station 24+00 and 32+30 by May 15th, 2011. Liquidated damages shall be assessed at a rate of one thousand dollars ($1000) per day for every calendar day beyond May 15th, 2011 that this requirement is not met.

From May 1st through November 1st safe access to the existing and/or new timber docks and the concrete Town dock shall be maintained at all times. Safe access shall be defined as in compliance with all local ordinances, building codes and OSHA standards. Failure to maintain safe access to these areas shall result in liquidated damages assessed at a rate of one thousand dollars ($1000) for each occurrence.

From May 1st thru October 1st work within Station 17+00 to 34+00, shall be subject to the following restrictions:

a.) A minimum of one handicapped accessible space shall be maintained
b.) A minimum of 35 standard parking spaces shall be maintained
c.) A continuous pedestrian walkway a minimum of five feet wide shall be maintained such that a pedestrian may walk from station 17+0 to 34+00 with a minimum of 3 crossings of route 302. Temporary crosswalks and connectivity to the Long Lake docks shall be provided as necessary.

From May 1st through October 1st work within Station 4+00 and Station 17+00 shall be subject to the following restrictions:

a.) A minimum of 15 standard parking spaces shall be maintained
b.) A continuous pedestrian walkway a minimum of five feet wide shall be maintained such that a pedestrian may walk from station 4+00 to 17+00 with a minimum of 2 crossings of route 302. Temporary crosswalks shall be provided as necessary.

The Contractor shall conduct his operation in such a manner that the Department may continue to operate the existing swing bridge until September 15th, 2011.

Boat traffic shall be maintained at all times except the following timeframe: September 15th, 2011 until May 15, 2012. Supplemental liquidated damages shall be assessed at a rate of $2000 day for every calendar day that boat traffic is not maintained after May 1, 2012.

The Contractor shall conduct his operation in such a manner that the new bridge will be open to two way traffic on or before May 15th, 2012. The Contractor will be assessed Supplemental Liquidated Damages at the rate of four thousand dollars ($4000) per day for each calendar day that the bridge is not open to two way traffic after May 15th, 2012.

The Contractor shall conduct his operations such that two way traffic is maintained at all times from Station 4+00 to Station 34+00 from Memorial Day until Labor Day. Two way traffic shall also be maintained at all times during the following times in which the Fryeburg fair is in progress:

October 3, 2010 through October 10, 2010
October 2, 2011 through October 9, 2011
September 30, 2012 through October 7, 2012

The Contractor will be assessed Supplemental Liquidated Damages at the rate of two thousand dollars ($2000) per occurrence for failure to meet this requirement.

The contractor shall be aware that the following activities/festivals occur in the Town during the Summer season.:

Maine Blues Festival- Fathers day weekend
Naples Wooden Boat Show- Typically first Saturday in August
Naples Art Show – Typically second Saturday in August

The contractor should make all efforts to work in cooperation with the Town and the Department to minimize disruption to the Causeway during these activities.

Assessment of Supplemental Liquidated Damages will be in addition to liquidated damages specified in Section 107 of the Standard Specifications.

The specified contract completion date is May 15, 2013.

SPECIAL PROVISION
SECTION 107
TIME
(Scheduling of Work – Projected Payment Schedule)

Description The Contractor shall also provide the Department with a Quarterly Projected Payment Schedule that estimates the value of the Work as scheduled, including requests for payment of Delivered Materials. The Projected Payment Schedule must be in accordance with the Contractor's Schedule of Work and prices submitted by the Contractor's Bid. The Contractor shall submit the Projected Payment Schedule as a condition of Award.

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

"107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department."

SPECIAL PROVISION
SECTION 108
PAYMENT
(Asphalt Escalator)

108.4.1 Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

Item 403.206 Hot Mix Asphalt - 25 mm
Item 403.207 Hot Mix Asphalt - 19 mm
Item 403.208 Hot Mix Asphalt - 12.5 mm
Item 403.2081 Hot Mix Asphalt - 12.5 mm (PG 70-28)
Item 403.2083 Warm Mix Asphalt - 12.5 mm
Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210 Hot Mix Asphalt - 9.5 mm
Item 403.2102 Hot Mix Asphalt - 9.5 mm
Item 403.2103 Warm Mix Asphalt - 9.5 mm
Item 403.211 Hot Mix Asphalt - Shim
Item 403.2113 Warm Mix Asphalt - Shim
Item 403.212 Hot Mix Asphalt - 4.75 mm
Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course PG 70-28)
Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
Item 403.2133 Warm Mix Asphalt - 12.5 mm (base and intermediate course)
Item 461.13 Maintenance Surface Treatment

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.206: 4.8%
Item 403.207: 5.2%
Item 403.208: 5.6%
Item 403.2081: 5.6%
Item 403.2083: 5.6%
Item 403.209: 6.2%
Item 403.210: 6.2%
Item 403.2103: 6.2%
Item 461.13: 6.4%

Item 403.2102: 6.2%
Item 403.211: 6.2%
Item 403.2113: 6.2%
Item 403.212: 6.8%
Item 403.213: 5.6%
Item 403.2131: 5.6%
Item 403.2132: 5.6%
Item 403.2133: 5.6%

Hot Mix Asphalt**:** The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price, listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS

The Department has reserved limits set on the following parcels. The contractor shall not disturb the following areas until September 30th, 2010:

Parcel #2: Station 16+25 Rt. Lamp Post
Station 16+75 Rt. Lamp Post

Parcel # 4: Station 17+30 Left. Business Sign

The contractor shall contact the business 10 days prior to moving the sign.

Parcel # 9: Station 31+16 Rt. Metal Pipe with Windsock

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(CONTAMINATED SOIL AND GROUNDWATER MANAGEMENT)

General. The work under this specification, shall be performed in conformance with all the procedures and requirements described herein for the following activities: contaminated soil handling, reuse, temporary stockpiling, transportation, storage and disposal and, contaminated water handling, storage, treatment and disposal. This specification also addresses contaminated soil location, identification, and classification. The intent of this specification is to ensure that any contaminated soil and/or water encountered during construction will be managed in a manner that protects worker health and safety, public welfare and the environment. This specification is for this particular project and this project only as it involves a cooperative field effort between the Maine Department of Transportation (MaineDOT) and the Maine Department of Environmental Protection (MDEP). This specification does not reflect on previous, present or future specifications.

Environmental Site Conditions. The Maine Department of Transportation's Environmental Office (MaineDOT's-ENV.) has conducted a series of assessments related to the Naples Main Street Drainage Improvement Project. An initial Phase I Environmental Assessment for the project area was completed to obtain a general understanding of the environmental conditions along the project corridor. The Phase I Assessment included a review of relevant Maine Department of Environmental Protection's (MaineDEP's) and Environmental Protection Agency's (EPA's) databases and field reconnaissance of the project area. During the Phase I data review, reports with boring logs and analytical results were identified and utilized to craft this special provision. The data results of these investigations performed by the MDEP are available for review from the Hydrogeologist at MaineDOT's Environmental Office in Augusta (207-624-3100).

Identified Area's of Contamination. MaineDOT's-ENV investigation identified one area of soil contamination associated with the Main Street Drainage Improvement Project. For reference, this area is designated as "**Area A"**. The location of **Area A** is defined roughly between MaineDOT survey stations 15+50 and 19+00 left of centerline. Within **Area A**, poly-bag field samples screened with a photo-ionization detector (PID) ranged from below detection limit to 562 parts per million (ppm) gasoline equivalents. Three soil samples were submitted to Maine Health and Environmental Testing Laboratory (HETL)

in Augusta, Maine for analyses of gasoline range organics (GRO) using MDEP method 4.2.17, diesel range organics (DRO) using MDEP method 4.1.25 and volatile organic compounds (VOCs) using EPA method 8260B. The grab samples where from **AREA A** . See Appendix D for copies of laboratory results. Laboratory results of sample B-1 taken from a depth of approximately 5.0 feet below ground surface (BGS) indicates GRO at <2.5 ppm , DRO at 82 ppm and for VOCs: Benzene at 18 ppb, Ethylbenzene at 220 ppb, Isopropylbenzene at 83 ppb, m,p-Xylenes at 430 ppb, Naphthalene at 110 ppb, n-Propylbenzene at 210 ppb, o-Xylene at 22 ppb, sec-Butylbenzene at 34 ppb, Toluene at 34 ppb, 1,2,4-Trimethlbenzene at 420 ppb, 1,3,5-Trimethylbenzene at 300 ppb, and p-Isopropyltoluene at 12 ppb. The results of Sample B-2 taken from a depth of approximately 5 feet BGS indicate GRO at 7.4ppm ppm, DRO at 38 ppm and for VOCs: Acetone at 110 ppb, Ethylbenzene at 41 ppb, m,p-Xylenes at 110 ppb, n-Propylbenzene at 11 ppb, o-Xylene at 48 ppb, Toluene at 36 ppb, 1,2,4-Trimethylbenzene at 65 ppb, and 1,3,5-Trimethylbenzene at 21 ppb, The results of soil sample B-3 was taken from a depth of 5 feet BGS and indicates GRO <2.5 ppm, DRO at 29 ppm and VOCs at BDL.

Identifying and Screening Contaminated Soil and Groundwater. Within the contaminated section designated **Area A**, , excavated soils will be classified by the Resident (or a MaineDOT-ENV representative) or a MDEP representative based on photo-ionization detector (PID) field screening measurements. Field screening with a PID shall be performed according to the MaineDEP "Jar/Poly Bag Headspace Technique" contained in Appendix Q of *Regulations for Registration, Installation, Operation and Closure of Underground Oil Storage Facilities, Chapter 691* (MaineDEP 12/24/96) using MaineDEP's November 2008 calibration set-points.

The excavated soils shall be classified as Group 1, Group 2, or Group 3 soils.

> Group 1 soils shall have PID field screening measurements indicating relative concentrations of volatile organic compounds (VOCs) less than or equal to 20 parts per million (ppm) as measured in the soil headspace.
>
> Group 2 soils shall have PID field screening measurements indicating VOC concentrations greater than 20 ppm.
>
> Group 3 soils shall be "petroleum saturated." Analysis to determine "petroleum saturation" shall be performed according to MaineDEP guidance in *Procedural Guidelines for Establishing Standards for Remediation of Oil Contaminated Soil and Ground Water in Maine* (MAINE DEP, 1/11/95)

Handling and Disposition of Soil Materials. Within **Area A**, soil material excavated during construction shall be handled as follows:

Group 1 soils are not considered contaminated. Thus, special handling and disposal are not required for Group 1 soils.

Group 2 soils shall be placed back into their excavation section of origin. The Contractor shall make every attempt to side cast any Group 2 soils next to their excavation site. Upon completion of the given constructional feature, the Group 2 soils shall be placed back into the excavation. Group 2 materials not handled in this manner shall be considered Surplus Group 2 soils. Surplus Group 2 soils must be disposed of or treated at a facility licensed by the MDEP to accept petroleum contaminated special waste. The Contractor is solely responsible for obtaining the associated permits and approvals for the disposal or treatment of the Surplus Group 2 soils from all relevant Municipal, State, and Federal agencies at no additional cost to the State. Notification shall be given to the Resident once approval is granted for the acceptance of this material at the off site facility. No removal of Surplus Group 2 soils from the project shall occur without prior approval by the Resident. If any Surplus Group 2 soils cannot be transported to the pre-approved, properly licensed facility within 8 hours of their excavation, they must be placed in a Temporary Secure Stockpile Area somewhere within the project limits (See Temporary Secured Stockpile Area below). The MDEP may have a representative on site to assist in the determination of how any type 2 soil will be handled.

Group 3 soils shall not be excavated without prior approval by the Resident. The Contractor shall arrange and undertake disposal of all Group 3 soils at a landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is responsible for all additional testing required by the receiving facility. Group 3 soils that cannot be disposed of within 8 hours of excavation shall be stored in a Temporary Secured Stockpile area. If the Contractor proposes other disposal or treatment options, the Contractor is solely responsible for obtaining the associated permits and approvals from all relevant Municipal, State, and Federal agencies at no additional cost to the State.

The Resident is responsible for signing any manifests or bills of lading required to transport and dispose of contaminated soil. The Resident will send all manifests and bills of lading to MaineDOT, Environmental Office, Station 16, Augusta, Maine 04333.

Trench and Underdrain/Stormdrain Design in Contaminated Sections. In **Area A**, solid Option III, non-perforated pipe shall be used instead of perforated underdrain pipe to help prevent the infiltration and transportation of potentially contaminated groundwater within the underdrain/stormdrain system. The Contractor shall backfill

around the pipe and trenches in this section with uncontaminated material. Backfilling of the trench shall be in accordance with Section 206.03. All stones larger than 75 mm (3 inches), frozen lumps, dry chunks of clay or any other objectionable matter shall be removed before backfilling.

Seepage control dikes (SCD) shall be installed roughly every 60 feet along the stormwater pipe trench.

The SCDs shall consist of a mineral clay material with a liquid limit of equal to or greater than 24 and a natural moisture content of at least 20 percent. The clay should be placed in dry excavations in 6 inch maximum, thick lifts and compacted to 90% of the maximum dry unit weight as determined by AASHTO T99 (Standard Proctor). The SCDs shall be 5 feet long, be in intimate contact with the trench floor, trench walls and circumference of the pipe and extend up to the bottom of the road base. The excavated existing road base or similar material may be placed on top of the SCDs. The Contractor shall take care to ensure that no voids or uncompacted soil is left beside or beneath the Option III culvert pipe.

Secured Stockpile Area. Direct transport of Surplus Group 2 soils to a pre-approved management facility is recommended. However, should the Contractor temporarily store any Surplus Group 2 soils at the site for more than 8 hours following excavation, they must be placed into a properly constructed Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area must be constructed as defined herein and must be approved by the Resident and the MDEP site representative prior to its use. Prior to any stockpiling activities, the MDEP will perform a preliminary assessment of the proposed stockpile site.

Should the Contractor utilize a Temporary Secured Stockpile Area, they shall install a continuous 0.3 meter high compacted soil berm around the Secured Stockpile. The Secured Stockpile shall be placed on a liner of 20-mil polyethylene and securely covered with 20-mil polyethylene. The polyethylene liner and cover shall be placed over the soil berm and be installed to ensure that precipitation water drains directly to the outside of the berm perimeter while leachate from the contaminated soil is retained within the stockpile. The Secured Stockpile and soil berm shall be enclosed within a perimeter of concrete Jersey barriers or wooden barricades. The area within the Jersey barriers (or wooden barricades) shall be identified as a "restricted area" to prevent unauthorized access to the contaminated soils.

Secured Stockpile Area - Materials.

A. Polyethylene. Polyethylene used for liner in the Secured Stockpile Area shall have a minimum of 20-mil thickness and shall meet the requirements of ASTM D3020.

B. Common Borrow. Fill used in the construction of the Temporary Secured Stockpile Area soil berm shall consist of Common Borrow and meet the requirements of Section 703.18

C. Concrete Barriers or Wooden Barricades. Concrete barriers or Wooden Barricades to form the sides of the Temporary Secured Stockpile Area shall meet the requirements of Section 526 or 652.05.

Health and Safety/Right-to-Know. Contractors and subcontractors are required to notify their workers of the history of the site and contamination that may be present and to be alert for evidence of contaminated soil and groundwater. The Contractor shall notify the Resident at least three business days prior to commencing any excavation in **Areas A**.

The Contractor shall prepare a site specific Health and Safety Plan (HASP) for its workers and subcontractors who may work in the contaminated areas of the site. A Qualified Health and Safety Professional shall complete the HASP. The Qualified Health and Safety Professional will be an expert in field implementation of the following federal regulations:

29 CFR 1910.120 or 29 CFR 1926.65	Hazardous Waste Operations and Emergency Response
29 CFR 1910.134	Respiratory Protection
29 CFR 1926.650	Subpart D - Excavations
29 CFR 1926.651	General Requirements
29 CFR 1926.652	Requirements for Protective Systems

MaineDOT is voluntarily ameliorating the contamination in **Areas A.** The remedial efforts defined herein have been reviewed and approved by MaineDEP. Given that this is a voluntary clean up effort approved by a regulatory agency, the OSHA requirements as defined in 29 CFR 1910.120 apply. These requirements mandate that workers and any subcontractors working in the contaminated areas shall comply with all OSHA regulations for Hazardous Waste Operations and Emergency Response including a 40 hour initial hazardous waste operations certification [OSHA 1910.120(e)], annual 8 hour refresher course within the last 12 months and medical surveillance [OSHA 1910.120(f)] within the last 12 months.

The contractor shall designate a person to provide direct on-site supervision of the work in the contaminated areas. This person shall have the training under OSHA 1910.120 (e) as above and in addition be qualified as a construction Competent Person. It is the responsibility of the competent person to make those inspections necessary to identify situations that could result in hazardous conditions (e.g., possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions), and then to insure that corrective measures are taken.

Submittals. The Contractor shall submit a site specific Health and Safety Plan (HASP) to the Resident at least two weeks in advance of any excavation work on the project. The Contractor shall not proceed with work until MaineDOT and MDEP has reviewed the plan and notified the Contractor that it is acceptable.

Health and Safety Monitoring. Within the contaminated areas of the project, the Contractor's designated on-site person shall monitor the worker breathing zone for those constituents specified in the Contractor's HASP. The Contractor shall provide all required health and safety monitoring equipment.

Dewatering. Groundwater may be encountered and its removal necessary to complete work within **Areas A**. It will be treated as "contaminated" water. The Contractor shall inform the Resident before any dewatering commences. The "contaminated" water shall be pumped into a temporary holding tank(s). The Contractor will be responsible for the procurement of any holding tank(s). Any testing, treatment and/or disposal of the stored, petroleum-contaminated water shall be undertaken by the Contractor in accordance with applicable Federal, State and local regulatory requirements. MDEP will give guidance and assist in the permitting process.

On-Site Water Storage Tanks - Materials. If dewatering within the identified contaminated area becomes necessary the holding tanks used for temporary storage of contaminated water pumped from excavations shall be contamination free and have a minimum capacity of 7,500 liters (2,000 gallons).

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during the construction process in potentially contaminated areas. As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

Unanticipated Contamination. If the Contractor encounters previously undiscovered contamination or potentially hazardous conditions related to contamination, the Contractor shall immediately suspend work and secure the area. The Contractor will then notify the Resident immediately. These potentially hazardous conditions include, but are not limited to, buried containers, drums, tanks, "oil saturated soils", strong odors, or the presence of petroleum sufficient to cause a sheen on the groundwater. The area of potential hazard shall be secured to minimize health risks to workers and the public and to prevent a release of contaminants into the environment. The source of any suspected contamination shall be evaluated by the Resident (or MaineDOT's -ENV representative). As appropriate, the Resident will notify the Maine Department of Environmental Protection's Response Services Unit in Portland and MaineDOT's Environmental Office. The Naples Fire Department must also be notified prior to removal of buried storage tanks and associated piping. The Contractor will evaluate the impact of the hazard on construction, amend the HASP if necessary, and with the Resident's approval, recommence work in accordance with the procedures of this Special Provision.

Method of Measurement. There will be no measurement for identification and environmental screening of contaminated soil material (this will be done by the Resident or MaineDOT-ENV representative).

Measurement for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by lump sum.

Measurement of the off site treatment or disposal of Surplus Group 2 and all Group 3 soils will be by the ton of Special Excavation.

There will be no measurement for construction of a Temporary Secured Stockpile Area. Construction of a Temporary Secured Stockpile Area, if necessary, is considered incidental to project construction. There will be no measurement for hauling Surplus Group 2 material or Group 3 soils to the Temporary Secure Stockpile area or placement and removal of Surplus Group 2 or Group 3 soils in or out of the Temporary Secure Stockpile area. All hauling and any subsequent management/placement of contaminated soils are considered incidental to project construction.

There will be no measurement for additional laboratory testing of contaminated soil that is required by the landfill or treatment facility. Testing is incidental to the disposal of Special Excavation.

Measurement for the following items shall be according to Subsection 109:04 ("Change Order"/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated groundwater.

Basis of Payment. There will be no payment for the identification and environmental screening of contaminated soil material (this will be done by the Resident or MaineDOT-ENV representative).

Payment for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by the lump sum

Payment for off site disposal or treatment of contaminated Surplus Group 2 and all Group 3 soils at a MaineDEP licensed facility shall be by the ton of Special Excavation.

There will be no payment for the construction of the Temporary Secured Stockpile Area or hauling/management/placement of contaminated soils to the Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area shall be considered incidental to project construction.

Payment for the following items shall be according to Subsection 109:04 ("Change Order"/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated groundwater.

Pay Item		Pay Unit
203.2312	Health and Safety Plan (HASP)	L.S.
203.2333	Disposal/Treatment of Special Excavation	Ton

SPECIAL PROVISION
DIVISION 400
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the Maine DOT Policies and Procedures for HMA Sampling and Testing.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09

401.021 Recycled Asphalt Materials Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department. If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

For specification purposes, RAP will be categorized as follows:

Classified RAP – RAP consisting of processed millings from federal, state or municipal roadways that is free of materials not generally considered to be asphalt pavement. Millings from other sources that have been fractionated or otherwise processed so as to improve the consistency of the RAP may be considered Classified RAP if approved by the Department.

Unclassified RAP – RAP from unknown sources, from excavated or reclaimed pavements, millings from repaired areas or other sources.

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

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 20 percent Classified RAP in any base, binder, surface, or shim course. For Unclassified RAP stockpiles no more than 15 percent shall be used. The Contractor may be allowed to use more than 20 percent Classified RAP, up to a maximum of 25 percent Classified RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture. A PG 52-34 may be used when approved by the Department.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm "fine" mix for shimming and where required, a non-RAP design for bridge decks. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in section 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate including RAP when utilized, and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.)
Stockpile Gradation Summary
Design Aggregate Structure Consensus Property Summary
Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)
Trial Blend Test Results for at least three different asphalt contents
Design Aggregate Structure for at least three trial blends
Test results for the selected aggregate blend at a minimum of three binder contents
Specific Gravity and temperature/viscosity charts for the PGAB to be used
Recommended mixing and compaction temperatures from the PGAB supplier
Material Safety Data Sheets (MSDS) For PGAB
Asphalt Content vs. Air Voids trial blend curve
Test report for Contractor's Verification sample
Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [150 ton] for stone stockpiles, 75 Mg [75 ton] for sand stockpiles, and 50 Mg [50 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be adjusted up to 5

percentage points from the amount listed on the JMF but shall not exceed the maximum allowable percentage for RAP for the specific application.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G_{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent) Nominal Maximum Aggregate Size (mm)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
	$N_{initial}$	N_{design}	N_{max}	25	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2**
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
≥ 30										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82.
*For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.
**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant – allowable range 135° to 163°C [275 to 325°F]
At the Paver – allowable range 135° to 163°C [275 to 325°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the PGAB shall be 64-28, except that for mixtures containing greater than 20 percent but no more than 25 percent RAP the PGAB shall be PG 58-34 (or PG 52-34 when approved by the Department). The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26 Certifying Suppliers of PGAB.
The Contractor shall request approval from the Department for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24 hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course in either Zone between the dates of April 15th and November 15th, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 4°C [40°F] or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 between the dates of May 1st and the Saturday following October 1st and in Zone 2 between the dates of April 15th and the Saturday following October 15th, provided the air temperature determined as above is 10°C [50°F] or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to section 401.04 - Temperature Requirements. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 4°C [40°F] or higher.

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 15th and the Saturday following September 15th.

On all sections of overlay with wearing courses less than 1 inch thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of June 1st and the Saturday following September 1st if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as "night work".

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M156.

a. Truck Scales When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108 - Payment, the scales shall be inspected and sealed by the State Sealer as often as the Department deems necessary to verify their accuracy.

Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 20 Kg [50 pound] masses for scale testing.

401.072 Automation of Batching Batch plants shall be automated for weighing, recycling, and monitoring the system. In the case of a malfunction of the printing system, the requirements of Section 401.074 c. of this specification will apply.

The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

All plants shall be equipped with an approved digital recording device. The delivery slip load ticket shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.073

401.073 Automatic Ticket Printer System on Automatic HMA Plant An approved automatic ticket printer system shall be used with all approved automatic HMA plants. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

a. The quantity information required shall be individual weights of each batch or total net weight of each truckload.
b. Signatures (legible initials acceptable) of Weighmaster (required only in the event of a malfunction as described in 401.074 c.).
c. The MDOT designation for the JMF.

401.074 Weight Checks on Automatic HMA Plant At least twice during each 5 days of production either of the following checks will be performed:

a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket.

The producer will be allowed a period of two days to make any needed repairs to the plant and/or platform scales so that the discrepancy in net weights between the two is less than 1.0%. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight. Effective corrective action shall be taken within two working days.

b. Where platform scales are not readily available, a check will be made to verify the accuracy and sensitivity of each scale within the normal weighing range and to assure that the interlocking devices and automatic printer system are functioning properly.

c. In the event of a malfunction of the automatic printer system, production may be continued without the use of platform truck scales for a period not to exceed the next two working days, providing total weights of each batch are recorded on weight tickets and certified by a Licensed Public Weighmaster.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

401.09 Pavers Pavers shall be self-contained, self-propelled units with an activated screed (heated if necessary) capable of placing courses of Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.

On projects with no price adjustment for smoothness, pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 3 m [10 ft] minimum main screed with activated extensions.

The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 10 m [30 ft], a non-contact grade control with a minimum span of 7.3 m [24 ft], except that a 12 m [40 ft] reference shall be used on Expressway projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.101 - Surface Tolerances. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.
On a daily basis, the Contractor shall perform nuclear density testing across the mat being placed, prior to being compacted by equipment., at 300 mm [12 in] intervals, If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied.

Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 - Quality

401.10 Rollers Rollers shall be static steel, pneumatic tire, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are attained and with the following requirements:

a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, an irregular surface, or on bridges, at least one roller shall be 14.5 Mg [16 ton] pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of

HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 18.1 Mg [20 ton].

b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.

c. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.

d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.101 Surface Tolerances The Department will check surface tolerance utilizing the following methods :

a.) A 5 m [16 ft] straightedge or string line placed directly on the surface, parallel to the centerline of pavement.
b.) A 3 m [10 ft] straightedge or string line placed directly on the surface, transverse to the centerline of pavement.

The Contractor shall correct variations exceeding 6 mm [¼ in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Departments use.

401.11 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

401.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa•s.

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa•s and 0.300 Pa•s. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roadways with adjoining lanes carrying traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

401.16 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.
The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced, with material that meets contract specifications at no cost to the Department.

401.17 Joints The Contractor shall construct wearing course transverse joints in such a manner that minimum tolerances shown in Section 401.101 - Surface Tolerances are met when measured with a straightedge.

The paver shall maintain a uniform head of HMA during transverse and longitudinal joint construction.

The HMA shall be free of segregation and meet temperature requirements outlined in section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Department may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.

Longitudinal joints shall be generally straight to the line of travel, and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 75 mm [3 in] of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items.

401.18 Quality Control Method A, B & C The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to The Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

a. JMF(s)
b. Hot mix asphalt plant details
c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
d. Make and type of paver(s)
e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
f. Name of QCP Administrator, and certification number
g. Name of Process Control Technician(s) and certification number(s)
h. Name of Quality Control Technicians(s) and certification number(s)
i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
j. Testing Plan
k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.
l. Examples of Quality Control forms including a daily plant report and a daily paving report

m. Silo management and details (can show storage for use on project of up to 36 hours)
n. Provisions for varying mix temperature due to extraordinary conditions.
o. Name and responsibilities of the Responsible onsite Paving Supervisor.
p. Method for calibration/verification of Density Gauge
q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing.
r. A detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

The QCP shall include the following technicians together with following minimum requirements:

a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies:

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [125 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [250 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [500 ton]	AASHTO T 312*
Gradation	1 per 500 Mg [500 ton]	AASHTO T30
PGAB content	1 per 500 Mg [500 ton]	AASHTO T164 or T308
Voids at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Voids in Mineral Aggregate at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Rice Specific Gravity	1 per 500 Mg [500 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 5000 Mg [5000 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 5000 Mg [5000 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 5000 Mg [5000 ton]	AASHTO T304

*Method A and B only

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 10 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A , B and C only)].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 2. The Contractor shall locate an approved Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 1000 Mg [1000 ton] placed.
The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below. The UCL and LCL, shall not exceed the allowable control points for the particular type of mixture as outlined in Table 1 of section 703.09

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm and larger sieves	Target +/-4.0
Passing 2.36 mm sieve	Target +/-2.5
Passing .075 mm sieve	Target +/-1.2
PGAB Content*	Target +/-0.3
Voids in the Mineral Aggregate	LCL = LSL + 0.2
% Voids at N_{design}	JMF Target +/-1.3

*Based on AASHTO T 308

The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

a. Method A: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
b. Method B: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90.
c. Method C: The Pay Factor for VMA, Voids @ N_d, Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85.
d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @ Nd, or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
h. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action, by the end of the work day. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the specification limits.

In cases where the corrective action can be accomplished immediately, such as batch weight or cold feed changes, the Contractor may elect to resume production once the corrective action is completed. Additional QC testing shall be performed to verify the effectiveness of the corrective action. Subsequent occurrences of shutdown for the same property in a Lot in progress will require paving operations to cease. Paving operations shall not resume until the Contactor and the Department determines that material meeting the Contract requirements will be produced. The Department may allow the Contractor to resume production based upon a passing QC sample, with a split of the sample being sent to the Department for verification testing. If the submitted verification sample test results fall outside the specification limits, the Contractor shall cease production until a verification sample is submitted to the Department has been tested by the Department and found to be within specification limits.

If the Contractor's control chart shows the process to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 3: Control Limits, the Contractor shall notify the Resident in writing of any proposed corrective action by 1:00 PM the next working day.

The Department retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

401.19 Quality Control Method D For Items covered under Method D, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used. All mix designs (JMF) shall be approved and verified by MDOT prior to use. Certified QC personnel shall not be required. The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

401.20 Acceptance Method A, B & C These methods utilizes Quality Level Analysis and pay factor specifications.
For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per sublot on a statistically random basis, test, and evaluate in accordance with the following Acceptance Criteria:

TABLE 4: ACCEPTANCE CRITERIA

PROPERTIES	POINT OF SAMPLING	TEST METHOD
Gradation	Paver Hopper	AASHTO T30
PGAB Content	Paver Hopper	AASHTO T308
%TMD (Surface)	Mat behind all Rollers	AASHTO T269
%TMD (Base or Binder)	Mat behind all Rollers	AASHTO T269
Air Voids at N_d	Paver Hopper	AASHTO T 312
%VMA at N_d	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
%VFB	Paver Hopper	AASHTO T 312

In the event the Department terminates a Lot prematurely but fails to obtain the required number of acceptance samples to calculate the volumetric property pay factor under the test method specified in the contract, the pay factor shall be calculated using the number of samples actually obtained from the contract. Should the number of acceptance samples taken total less than three, the resulting pay factor shall be 1.0 for volumetric properties. A minimum of three cores will be used for a density pay factor, if applicable, for quantities placed to date.

Should the Contractor request a termination of the Lot in progress prior to three acceptance samples being obtained, and the Department agrees to terminate the Lot, then the pay factor for mixture properties shall be 0.80. A minimum of three cores will be used to determine a density pay factor, if applicable, for quantities placed to date.

Lot Size For purposes of evaluating all acceptance test properties, a lot shall consist of the total quantity represented by each item listed under the lot size heading.

Sublot size - Refer to section 401.201, 401.202, and 401.203 for minimum size and number of sublots. The quantity represented by each sample will constitute a sublot.

If there is less than one-half of a sublot remaining at the end, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end, then it shall constitute the last sublot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot.

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory within 48 hours (except when otherwise noted in the project specific QCP due to local restrictions), as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

The Department will take the sample randomly within each sublot. Target values shall be as specified in the JMF. The Department will use Table 5 for calculating pay factors for gradation, PGAB Content, Air Voids at N_{design}, VMA, Fines to Effective Binder and VFB. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 50 m [150 ft].

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 6 inch diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. Cores for Acceptance testing shall be cut such that the nearest edge is never within 0.225 m (9 inches) of any joint. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

On all sections of overlay with wearing courses designed to be 19 mm [3/4 in] or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Bituminous Pavement. For overlays designed to be 19 mm [3/4 in] or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustments for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

401.201 Method A Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 5: METHOD A ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-4%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.202 Method B Lot Size will be the entire production per JMF for the project and shall be divided into 3 equal sublots for Mixture Properties and 3 equal sublots for density.

TABLE 6: METHOD B ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
Air Voids	4.0% +/-2.0
Fines to Effective Binder	0.6 to 1.4
Voids in the Mineral Aggregate	LSL from Table 1
Voids Filled with Binder	Table1 plus a 4% production tolerance for USL.
% TMD (In-place Density)	95.0% +/- 2.5%

401.203 Testing Method C Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 7: METHOD C ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-5%
Passing 0.60 mm	Target +/-4%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

**For 4.75 mm nominal maximum aggregate size mixtures, the Fines/Effective Binder Ratio is 0.6-1.4.

401.204 Testing Method D For hot mix asphalt items designated as Method D in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 250 Mg [250 ton] per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 8: Method D Acceptance Limits, the Department will pay the contract unit price. If the test results for each 250 Mg [250 ton] increment are outside these limits, the following deductions (Table 8b) shall apply to the HMA quantity represented by the test.

TABLE 8: METHOD D ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
% TMD (In-place Density)	95.0% +/- 2.5%

TABLE 8b Method “D” Price Adjustments

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%
Density	-10%*

*Only applies when called for in Section 403 - Hot Bituminous Pavement. Contractor shall cut two 150 mm [6 in] cores, which shall be tested for percent TMD per AASHTO T-269. If the average for the two tests falls below 92.5% the disincentive shall apply.

401.21 Method of Measurement The Department will measure Hot Mix Asphalt Pavement by the Mg [ton] in accordance with Section 108.1 - Measurement of Quantities for Payment.

401.22 Basis of Payment The Department will pay for the work, in place and accepted, in accordance with the applicable sections of this Section, for each type of HMA specified.

The Department will pay for the work specified in Section 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.
The Department will make a pay adjustment for quality as specified below.

401.221 Pay Adjustment The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

401.222 Pay Factor (PF) The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Gradation For HMA evaluated under Acceptance Method A or B, the Department will determine a composite pay factor (CPF) using applicable price adjustment factors “f“ from Table 9: Table of Gradation Composite “f” Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

TABLE 9: TABLE OF GRADATION COMPOSITE " f " FACTORS (Methods A and B)

Constituent		"f" Factor			
		19 mm	12.5 mm	9.5 mm	4.75 mm
Gradation	25 mm	-	-	-	-
	19 mm	4	-	-	-
	12.5 mm		4	4	-
	9.50 mm				4
	2.36 mm	6	6	6	8
	1.18 mm				
	0.60 mm	2	2	2	2
	0.30 mm	2	2	2	2
	0.075 mm	6	6	6	8

For HMA evaluated under Acceptance Method C, the Department will determine a pay factor using acceptance limits from Table **7**: Method C Acceptance Limits.

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

PA = Pay Adjustment
Q = Quantity represented by PF in Mg [ton]
P = Contract price per Mg [ton]
PF = Pay Factor

Pay Adjustment Method A

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.80, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 5: Method A Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 5: Method A Acceptance Limits as follows:

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 5: Method A Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method B

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.86, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 6: Method B Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 6: Method B Acceptance Limits as follows:

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 6: Method B Acceptance Limits. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method C

The Department will use density, Performance Graded Asphalt Binder content, and the percent passing the nominal maximum, 2.36 mm, 0.300 mm and 0.075 mm sieves for the type of HMA represented in the JMF. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 7: Method C Acceptance Limits:

PA = (density PF- 1.0)(Q)(P)x0.50

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

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

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method D

The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 8b for the type of HMA represented in the JMF. If test results do not meet the Table 8 requirements, deducts as shown in Table 8b shall be applied to the quantity of mix represented by the test.

401.223 Process for Dispute Resolution (Methods A B & C only)

a. Dispute Resolution sampling At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the

Acceptance sample and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of not more than two weeks, or until the sample is tested.

b. Disputing Acceptance results The Contractor may dispute the Department's Acceptance results and request (Methods A, B, & C) that the dispute resolution split sample be tested by notifying the Department's Resident and the QA Engineer at the Central Laboratory in Bangor in writing within two working days after receiving the results of the Acceptance test. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MDOT) of their split of the Acceptance sample indicating that the variances in Table10: Dispute Resolution Variance Limits, for the specific test result(s) or property(ies) were exceeded.

c. Disputable items The Contractor may dispute any or all of the following Method A or B test results when the difference between the Department's value and the Contractor's value for that test equals or exceeds the corresponding allowable variation in Table 10: Dispute Resolution Variance Limits, PGAB content, G_{mb}, and G_{mm}. In addition, if the allowable variation for these tests is not met or exceeded, the Contractor may dispute either or both of the following material properties provided the difference between results for them equals or exceeds the corresponding allowable variation in Table 10: Voids at N_{design}, and VMA.
For Method C only: The results for PGAB content and the screen sizes used for pay adjustment may be disputed.

d. Outcome The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample, and will be used to re-calculate any other affected results or properties.

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

PGAB Content	+/-0.4%
G_{mb}	+/-0.030
G_{mm}	+/-0.020
Voids @ N_d	+/-0.8%
VMA	+/-0.8%
Passing 4.75 mm and larger sieves	+/- 4.0%
Passing 2.36 mm to 0.60 mm sieves	+/- 3.0%
Passing 0.30 mm to 0.15	+/- 2.0 %
0.075 mm sieve	+/- 1.0%

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A sublot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

402.03 Acceptance Testing The Department will conduct Acceptance testing following completion of the surface course. Sections to be excluded from testing include the following:

Bridge decks and joints (no smoothness measurements will be taken within 30 m [100 ft] of bridge joints)
Acceleration and deceleration lanes
Shoulders and ramps
Side streets and roads
Within 30 m [100 ft] of transverse joints at the beginning and end of the project
Within 30 m [100 ft] of railroad crossings
Urban areas with speed limits of 50 kph [30 mph] or lower

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot.

The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

ACCEPTANCE LIMITS

Level	USL
I	0.95 m/km [60 in/mile]
II	1.10 m/km [70 in/mile]
III	1.25 m/km [80 in/mile]

Computation of Smoothness Pay Adjustment:

PA = (PF-1.0)(Q)(P)
where:
Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)
PF = smoothness pay factor for the Lot
P = Contract unit price for surface pavement
PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.101 Surface Tolerances.

Payment will be made under:

Pay Item	Pay Unit
402.10 Incentive/Disincentive - Pavement Smoothness	Lump Sum

SECTION 403 - HOT BITUMINOUS PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of bituminous pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established.

The bituminous pavement shall be composed of a mixture of aggregate, filler if required, and bituminous material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.
In addition, hot bituminous pavement placed on bridges shall also conform to the following requirements.

a. The mixture shall be composed of aggregate, PGAB and mineral filler but no recycled asphalt pavement and placed in courses as specified in the Special Provisions.

b. The bottom course shall be placed with an approved rubber mounted bituminous paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.

c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.

d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck.

e. After the top course has been placed, the shoulder areas shall be sealed 1 meter [3 ft] wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature.

f. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot bituminous pavement.

g. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

403.04 Method of Measurement Hot bituminous pavement will be measured as specified in Section 401.21- Method of Measurement.

403.05 Basis of Payment The accepted quantities of hot bituminous pavement will be paid for at the contract unit price per Megagram [ton] for the bituminous mixtures, including bituminous material complete in place.

Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Bituminous Pavement, for Method location).

Payment will be made under:

Pay Item		Pay Unit
403.102	Hot Mix Asphalt Pavement for Special Areas	MG [Ton]
403.206	Hot Mix Asphalt, 25 mm Nominal Maximum Size	MG [Ton]
403.207	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	MG [Ton]
403.2071	Hot Mix Asphalt , 19.0 mm Nominal Maximum Size	MG [Ton]
403.2072	Asphalt Rich Hot Mix Asphalt,19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	MG [Ton]
403.208	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	MG [Ton]
403.2081	Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.209	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals)	MG [Ton]
403.210	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	MG [Ton]
403.2101	Hot Mix Asphalt - 9.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.2102	Asphalt Rich Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Asphalt Rich Intermediate course)	MG [Ton]
403.211	Hot Mix Asphalt (shimming)	MG [Ton]
403.212	Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	MG [Ton]
403.2131	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, (PG 70-28) (Base and Intermediate Base course)	MG [Ton]
403.2132	Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	MG [Ton]

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
6" HMA - Route 302 Mainline Travelway, Bridge Section Travelway, Route 114 Travelway, Widening Areas as shown in Plans						
Wearing	12.5mm	403.208	N/A	1 ½"	1	5,8
Base	12.5mm	403.213	N/A	1 ½"	1	5,8
Base	12.5mm	403.213	N/A	3"	1	4,8,13
3" HMA - Route 302, Bridge Section, and Route 114 - Shoulders Outside the widening areas as shown in Plans						
Wearing	12.5mm	403.208	N/A	1 ½"	1	5,8
Base	12.5mm	403.213	N/A	1 ½"	1	5,8
3" HMA - Route 302 Mainline Travelway and Shoulder Mill and Overlay Section						
Wearing	12.5mm	403.208	N/A	1 ½"	1	5,8
Base	12.5mm	403.213	N/A	1 ½"	1	5,8
Commercial Drives, Misc.						
Wearing	9.5mm	403.209	N/A	3"	2/more	2,3,10,14
Residential Drives, Sidewalks, Islands, Misc.						
Wearing	9.5mm	403.209	N/A	2"	2/more	2,3,10,11,14

COMPLEMENTARY NOTES

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The aggregate qualities shall meet the design traffic level of 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
8. Section 106.6 Acceptance, (2) Method B.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded "** mixture, (using the Primary Control Sieve control point) as defined in 703.09. A 4.75mm mixture may be substituted for the island and sidewalk surface layers.
13. A mixture meeting the gradation of 19.0 mm hot mix asphalt may be used at the option of the contractor.
14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and meeting the gradation limits of Section 703 – Aggregates, subsection 703.09 - Mixture Composition, may be substituted for this item. A job mix formula shall be submitted to the Department for approval.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement or recycled layer at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abut & Ret Walls	$400	A
A	502.38	Structural Concrete Arch	$400	A
A	526.325	Concrete Wall Architectural Finish	$400	A
A	504.93	Bulkhead	$400	A
LP	502.49	Structural Concrete Curb & Sidewalk	$425	A
LP	526.34	Permanent Concrete Transition Barrier	$425	A
S	502.229	Abut & Ret Walls Placed Under Water	-	C
Fill	502.56	Structural Concrete Fill	-	C
Generic	502.35	Concrete Pavement Stamped & Colored	-	C
LP	608.08	Reinforced Concrete Sidewalk	$425	A
LP	608.08	Reinforced Concrete Sidewalk - Colored	$425	A
LP	626.31	18” Foundation	-	B
LP	626.32	24” Foundation	-	B

May 5, 2010
Supersedes September 29, 2004

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, B, and C

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	1,2,5,6
P	-----	-----	-----	-----	5 ½	7 ½	1,2,3,4,5
LP	5,075	-----	-----	2,000	6.0	8.5	1,2,5,6
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 sublot 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 sublot 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^3 [cy]	Recommended Sublot Size m^3 [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 ≥ 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 sublot, 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 ≥ 56 days. Two 100 mm x 200 mm [4 in x 8 in] cylinders will be taken per sublot 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 sublot 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:

CPF = [(Compressive Strength PF-1)(0.20)] + [(Air Content PF-1)(0.40)]
+ [(Chloride Permeability PF-1)(0.40)]

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

Lot Pay Adjustment = P x CPF x Lot Size

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

SPECIAL PROVISION
SECTION 502
Structural Concrete
(Architectural Treatment)

DESCRIPTION

This work shall consist of texturing cast in place and precast concrete surfaces using simulated stone masonry formliners designed to duplicate closely the appearance of natural stone in accordance with these specifications and as detailed on the Plans.

DESIGN REQUIREMENTS

Design and pattern of the concrete formliner shall be 0.75”maximum relief Ashlar masonry pattern, pattern number 17027 of Fitzgerald Formliners or an approved equal. Seam lines or match lines caused from two of more formliners coming together shall not be apparent when viewing the final wall.

SUBMITTALS

The Contractor is required to submit a 4’x4’ sample of the simulated stone masonry finish. The sample is to demonstrate the finish described above. Approval of the sample panel is required by the Resident prior to using the pattern on the actual concrete structures.

The Contractor shall submit Plan, Elevation and details to show overall pattern, joint locations, form tie locations, and end, edge and other special conditions.

CONSTRUCTION REQUIREMENTS

Placement of concrete, installation and removal of formliners shall be done in accordance with the manufacturer’s recommendations.

All form liner joints shall be sealed to prevent leakage at the surface in a manner acceptable to the Engineer.

Minimum concrete cover for steel reinforcement must be maintained as specified on the Plans.

BASIS OF PAYMENT

No separate measurement or payment will be made for texturing concrete surfaces. Payment will be considered incidental to the related concrete item.

SPECIAL PROVISIONS
SECTION 502
STRUCTURAL CONCRETE
(Stamped Colored Concrete Pavement)

502.01 Description. This work shall consist of furnishing and placing colored, stamped, Portland cement concrete pavement and incidental construction for all colored pavement patterns in sidewalks as indicated on the plans and as directed by the Resident. Except as otherwise specified in this Special Provision, all work shall be in conformity with the applicable provisions of Section 502, Structural Concrete;. Colored pavement shall consist of a permanent, specified fade-resistant, uniform, and streak-free integral color, a specified colored surface hardener, and several Antiquing release agents to produce a uniform stamped soldier course brick pattern of several widths as directed by the Resident. The Brick paver pattern shall have the appearance pattern, replicating Lithotex Pavecrafters New Brick 2170 Double Soldier Border Single Band, Double Band, and Triple Band Patterns, as manufactured by L. M. Scofield Company, or approved equal, as directed by the Resident.

MATERIALS

502.02 Concrete Mix. Proposed Portland cement concrete mix designs shall be submitted to the Department for approval. The mix shall be colored throughout. The mix design must by approved by the Resident prior to any concrete construction taking place. The concrete mix design shall have a maximum slump of 4 in (100 mm) and must contain a minimum of 275 kilograms per cubic meter (5 sacks per cubic yard) of cement. No calcium chloride shall be added. The same brand of cement, source of sand, and water/cement ratio shall be maintained for each load of concrete of the same color.

502.03 Reinforcement. Steel reinforcement shall be 100 mm x 100 mm (6-inch by 6-inch) W4 x W4 Steel Welded Wire Reinforcement, Deformed, conforming to Section 503 and Section 709.02.

502.04 Preformed Expansion Joint Filler. Preformed Expansion Joint Fillers shall meet the requirements of Section 705.01.

502.05 Coloring Materials. The Stamped Colored pavement shall consist of Portland cement concrete replicating Chromix Integral Admixture color #5059 Sorrento Red, Lithochrome Color Hardener color #A26 Brick Red, and Lithochrome Antiquing Release color #A24 Russet as manufactured by L. M. Scofield Company, or approved equal, as directed by the Resident. The color-conditioning admixture shall be a single-component, colored, water-reducing, set-controlling admixture, factory formulated and packaged in cubic yard dosage increments, not multiple additives and pigments added separately into the mix. It shall comply with ASTM C 494, ASTM C979, and AASHTO Ml94.

CONSTRUCTION REQUIREMENTS

502.06 Test Slabs. Test slabs of colored pavement shall be poured replicating jobsite conditions, using the materials and construction techniques, including surface hardeners and stamping, and shall be submitted for approval. Each test slab of colored concrete shall be a minimum of 100 mm (4-in) thick and 0.6 meter (2-feet) by 0.6 meter (2-feet) square. Four separate test slabs shall be cast as directed by the Resident.

502.07 Preparation of Foundation. Existing asphalt shall be removed, and the existing gravel material shall be graded and compacted to provide adequate and uniform load-bearing characteristics. Prior to concrete placement the foundation bed shall be thoroughly and uniformly saturated with water, and shall be free of puddles and excessive surface water.

502.08 Placement of Concrete. Concrete shall be placed in a continuous operation between preformed expansion joints. No construction joints will be allowed. Expansion Joints shall have an approved expansion joint sealer matching the color of the concrete, installed as detailed on the plans. Preformed Expansion Joints shall be continuous and of an approved material; and, Control Joints shall be saw cut into the surface. Expansion Joints and Control Joints shall be placed as shown on the plans.

502.09 Weather and Curing Limitations. Colored pavement shall only be placed between the dates of May 1 and October 1, provided the air temperature as determined by an approved thermometer placed in the shade at the paving location is 10 degrees C (50 degrees F) or higher. During the curing process, the concrete shall not be covered with plastic sheeting, burlap, or other material which might disturb the uniformity of color throughout the concrete.

502.10 Mixing, Placing and Finishing. The concrete mix shall be controlled to provide good batch-to-batch uniformity. Ready-mix trucks shall be in state inspected. If required by the Resident, the Contractor shall wet-check the approximate color of each load before placing in accordance with the color admixture manufacturer's recommendations.

Before batching, the drum must be thoroughly clean and wet. The quantity of colored concrete mixed shall not be less than one-third of the capacity of the mixing drum, and shall always be in full cubic yard increments. Approximately 150 L (40 gal) of the mix water and a portion of the aggregates shall be batched into the mixer drum. Then one bag of the approved admixture, correctly packaged for the mix design, shall be added for each cubic yard of concrete. The remaining ingredients shall be added, and the load mixed at the specified mixing speed for a minimum of 130 revolutions, before discharging. Admixtures shall never be added to an empty drum or at the tail end of a load. When depositing, the concrete shall be deposited near its final position to avoid segregation due

to rehandling or flowing. The concrete shall be placed and consolidated so that it completely fills all space inside the forms and provides a suitable surface for finishing. No water shall be added after the truck has left the batch plant. Without the approval of the Resident, concrete that has started to set must not be retempered, but shall be discarded.

Finishing, application of color hardener and antiquing release, and stamping shall be done in strict accordance with manufacturer's recommendations. Deviations from such recommendations may result in an unsatisfactory or unacceptable result.

Prior to final acceptance the cured, cleaned, Colored Textured concrete surfaces shall receive a separate treatment of approved concrete sealant according to manufacturers directions and specifications.

502.11. Quality Assurance. Quality assurance of Structural Concrete, Colored Pavement will be by Method C as defined in Section 502.0504 of the Standard Specifications, except the permeability requirements will be waived.

502.12 Method of Measurement. Structural Concrete, Colored Pavement, satisfactorily placed and accepted, will be measured for payment by the number of cubic yards of colored concrete delivered and accepted in place, in accordance with the dimensions shown on the plans or authorized by the Resident. There will be no separate measurement for admixtures, reinforcement, expansion and contraction joints, joint filler material, joint sealant, concrete coloring, finishing, or stamping, or related and incidental construction.

502.13 Basis of Payment. The accepted quantity of Structural Concrete, Colored Pavement will be paid for at the contract unit price per cubic yard, which payment will be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work, including the fabrication, delivery and placement of colored concrete and reinforcement, admixtures, furnishing and placement of expansion and control joints and joint filler material and sealant, and the furnishing and application of curing agents and protective coatings and stamping.

Payment will be made under:

Pay Item		Pay Unit
502.35	Structural Concrete, Stamped Colored Concrete Pavement	Square Yard

SPECIAL PROVISION
SECTION 504
STEEL SHEET PILING
(Sheet Pile Bulkhead)

DESCRIPTION

This work shall consist of furnishing and installing the steel sheet pile bulkhead, concrete cap and deadman as shown on the plans and specified herein. Work under this item shall also include excavation, anchorage rods and hardware, connecting walls, and any pile testing as specified by the project contract plans and described in these specifications

MATERIALS

Sheet Piles shall be structural steel and shall meet the requirements of ASTM A 690/A 690M (2000a) High-Strength Low-Alloy Steel H-Piles and Sheet Piling for Use in Marine Environments. Mill test reports will be required. Notch toughness tests will not be required. The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed.

Sheet Pile Connectors - Where sheet pile changes direction, connectors shall be equivalent to those manufactured by PilePro LLC, Skyline Steel, or LB Foster Company. Connectors shall be of the same material and coated the same as sheet pile.

Concrete for Sheet Pile Caps and Thrust Block anchors shall be Class A and shall meet the requirements of Section 502 - Structural Concrete.

Reinforcing Steel for Sheet Pile Caps and Thrust Block anchors shall meet the requirements of Section 503 - Reinforcing Steel.

Horizontal Tie Rods shall be structural steel and shall meet the requirements of ASTM A615, Grade 75. Hex nuts shall develop 100% of the ultimate capacity of the tie rod. Plate washers and shapes shall meet the requirements of ASTM A572 Grade 50. Tie Rods, Nuts and Washers shall feature a PTI Class I corrosion protection system (double corrosion protection).

SUBMITTALS

Shop Drawings: Submit drawings for approval prior to start of the work or ordering materials. Include details of top protection, splices, fabricated additions to plain piles. Include method of installation, type and size of pile hammer, cut-off method, and corrosion protection. Drawings for sheet piling including fabricated sections shall show complete dimensions including details of sheet piling and the driving schedule, sequence

and location of sheet piling. Include details and dimensions of templates and other temporary guide structures for installing the piling. Provide details of the method of handling sheet piling to prevent permanent deflection, distortion or damage to interlocks.

Submit material certificates including chemical and physical test results.

Submit driving records.

CONSTRUCTION

Any Excavation and backfill required shall be performed in accordance with Section 206 - Structural Excavation.

Obstructions encountered in pile locations shall be dealt with as follows:

a.) All rocks, timbers or other obstructions, within 5 feet below the sheeting cut off elevation (either above or under water) which interfere with driving of sheet piling shall be removed at no additional cost to Owner.

b.) In the case of an apparent obstruction below the level in (a), but above anticipated full depth, which prevents appreciable penetration of a pile(s), the abnormal condition will receive further consideration by the Engineer. Depending on depth and resistance of the obstruction, the Engineer will decide whether to consider the pile (s) acceptable or order the obstruction removed. The decision may be deferred until the driving of adjacent piles indicates the obstruction to be isolated or extending over the area of several piles.

Both vibratory hammer and an impact shall be available to the Contractor to install steel sheet piling. Use a pile hammer having a delivered force or energy suitable for the total weight of the pile and the character of subsurface material to be encountered. Operate hammer at the rate (s) recommended by the manufacturer throughout the entire driving period. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.

Use a protective cap during driving to prevent damage to the top of the sheet piling.

Prior to driving, provide template or driving frame suitable for aligning, supporting, and maintaining sheet piling in the correct position during setting and driving. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is achieved. Provide at least two levels of support, at third points. Templates shall not move when supporting sheet piling. Fit templates with wood blocking to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the

alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure to that the piles are vertical and in position. If two guide marks cannot be seen, other means must be used to keep the sheet pile vertical along its leading edge.
Drive sheet pile to the indicated tip elevations. Maintain piling vertical during driving. Drive piles in such a manner as to prevent damage to the piles and to provide a continuous closure. Where possible, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. Incrementally sequence driving of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile.

Jetting will not be permitted except as may be necessary to remove or bypass obstructions. Jetting must be approved by the Engineer.

Pre-augering or spudding of piles may be used at no additional cost upon approval of the Engineer. Discontinue pre-augering or spudding at least 5 feet above the indicated pile tip elevation. Drive the pile the final 5 feet of penetration.

Piles driven to refusal or the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Piles driven below the required top elevation and piles damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed by the Engineer. One splice per pile will be permitted. Piles adjoining spliced piles shall be full length unless otherwise approved. Welding of splices shall conform to the requirements of Section 504, Structural Steel. Ends of piles to be spliced shall be squared before splicing to eliminate dips or camber. Splice piles with concentric alignment of the interlocks so that there are no discontinuities, dips or camber at the abutting interlocks. Spliced piles shall be free sliding and able to obtain the maximum swing with contiguous piles. Trim the tops of piles excessively battered during driving, when directed at no cost. Pile cut-offs shall become the property of the Contractor and shall be removed from the site. Use a straight edge in cutting by burning to avoid abrupt nicks. Bolt holes shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be smooth and the proper size for rods or other items to be inserted. Do not use explosives for cutting.

Shop and field welding, qualifications of welding procedures, welders, and welding operators shall be in accordance with AWS D1.1.

Drive all piles with a variation from vertical of not more than ¼ inch per foot. Place the pile so the face will not be more than 6 inches from vertical alignment at any point over the entire length of the bulkhead. Top of pile at elevation of cutoff shall be within ½ in. horizontally and 2 in. vertically of the location indicated. Manipulation of piles to force

them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.

Perform continuous inspection during driving of steel sheet piling by frequent optical surveying of the sheet piling alignment relative to an established reference base line. Inspect all piles for compliance with tolerance requirements regarding horizontal and vertical alignment. Bring any unusual problems which may occur to the attention of the Engineer.

The Contractor shall inspect the interlocks of the portion of driven piles that extend above ground. Remove and replace piles found to be out of interlock.

The Contractor may be required to pull selected piles after driving to determine the condition of the underground portions of piles. The pile pulling method must be approved by the Engineer. Remove and replace at the Contractor's expense any pile pulled and found to be damaged to the extent that its usefulness in the structure is impaired. Redrive piles pulled and found to be in satisfactory condition.

METHOD OF MEASUREMENT

The steel sheet piling bulkhead will be measured as one lump sum complete and accepted as shown on the plans or as directed by the resident.

BASIS OF PAYMENT

The accepted quantity of sheet piling bulk head will be paid for at the contract lump sum price, complete in place. The price shall be full compensation for furnishing, transporting, handling, placing or erecting the material specified, including all hardware, deadman, excavation, anchorage rods, connecting walls, removal and disposal of any obstructions, and any pile testing as specified by the plans and described in these specifications.

Payment will be made under:

Pay Item	Pay Unit
504.93 Bulkhead	Lump Sum

SPECIAL PROVISION
SECTION 528
STRUCTURAL TIMBER
(Long Lake Docks Reconstruction)

DESCRIPTION

This work shall consist of the design and new construction of three treated timber pile supported docks as shown on the plans (Dock 1, Dock 2, Dock 3) and as specified herein. The three new docks shall be representative in-kind replacements to the three existing docks, similar in square footage, but constructed of new material, and placed outside of the sheet pile retaining wall but within the areas depicted on the plans. This work shall also include the connections to the Long Lake bulkhead and all incidentals necessary to complete the work.

MATERIALS

Materials shall meet all requirements of the applicable subsections of Division 700 - Materials:

All Timbers shall be treated in accordance with AASHTO M-133.

All steel hardware shall be hot dipped galvanized in accordance with ASTM A123 or A153 as applicable.

DESIGN

The pile supported treated timber docks shall be designed by a Professional Engineer licensed in the State of Maine. The design shall be in accordance with the latest editions of the AASHTO LRFD Bridge Design Specifications, the International Building Code, and the American Wood Council NDS.

The Contractor shall submit three sets of Design Drawings, Design Computations. This submittal shall be in accordance with subsection 105.02. The Design Drawings and Design Computations shall be signed and sealed by the Engineer of Record.

Design and detail requirements shall also met all applicable environmental permit provisions associated within the contract documents.

CONSTRUCTION

All work shall meet the applicable sections of the Standard Specifications and Standard Details.

METHOD OF MEASUREMENT

The timber docks will be measured by the Lump Sum, designed, constructed, and accepted.

BASIS OF PAYMENT

The accepted quantity of timber docks will be paid for at the contract lump sum price, complete in place. The price shall be full compensation for furnishing, transporting, handling, placing or erecting the material specified, including all hardware and incidentals as specified by the plans and described in these specifications.

Payment will be made under:

Pay Item	Pay Unit
528.08 Structural Timber – 3 Docks	Lump Sum

SPECIAL PROVISION
SECTION 534
PRECAST CONCRETE
(Concrete Facing)

DESCRIPTION

This work shall consist of furnishing and installing a precast concrete facing panel to the steel sheet pile bulkhead as shown on the plans and as specified. This work shall also include the cast in place concrete and connection hardware associated with the precast panel facing.

MATERIALS

Materials shall meet the requirements of the following subsections of Division 700 - Materials:

Preformed Expansion Joint Material	705.01
Reinforcing Steel	709.01
Structural Pre-cast Concrete Units	712.061

The precast concrete facing shall meet the applicable requirements of Special Provision 502- Structural Concrete (Architectural Facing).

The Contractor shall furnish the Resident a Certificate of Compliance certifying that the applicable materials comply with this section of the specifications. Materials shall meet the following additional requirements:

Precast Panels:

Tolerances. In addition to meeting the requirements of 712.061, all precast panels shall be manufactured with the following tolerances. All units not meeting the listed tolerances will be rejected.

1. All dimensions shall be within (edge to edge of concrete) ±3/16 inch.
2. Squareness. The length differences between the two diagonals shall not exceed 5/16 inch.
3. Surface Tolerances. For steel formed surfaces, and other formed surface, any surface defects in excess of 0.08 inch in 4 feet will be rejected. For textured surfaces, any surface defects in excess of 5/16 inch in 5 feet shall be rejected.

Joints. In all vertical joints, a space of 0.25 inch shall be provided.

Texture: The precast facing panels shall feature the same formliner texture as used on the Chutes River Bridge and retaining walls.

SUBMITTALS

Shop Drawings: Submit drawings for approval prior to start of the work or ordering materials.

CONSTRUCTION

The maximum offset in any unit joint shall be 3/4 inch. The overall vertical tolerance of the facing, plumb from top to bottom, shall not exceed 1/2 inch per 10 feet of wall height. The precast panel units shall be installed to a tolerance of plus or minus 3/4 inch in 10 feet in vertical alignment and horizontal alignment.

METHOD OF MEASUREMENT

The precast concrete facing will be measured as one lump sum complete and accepted as shown on the plans or as directed by the resident.

BASIS OF PAYMENT

The accepted quantity of precast concrete facing will be paid for at the contract lump sum price, complete in place. The price shall be full compensation for furnishing, transporting, handling, placing or erecting the material specified, including all hardware and incidentals as specified by the plans and described in these specifications.

Payment will be made under:

Pay Item		Pay Unit
534.10	Precast Concrete Facing	Lump Sum

SPECIAL PROVISION
SECTION 604
MANHOLES AND CATCH BASINS

This section is amended by the addition of the following:

Description: This work consists of constructing catch basins and manholes in accordance with the requirements of Section 604 of the Standard Specifications and as shown in the Standard Details, with the following exception:

Type E catch basins shall be Corrugated Polyethylene Pipe mounted on a Portland Cement Concrete Foundation.

Method of Measurement: Measurement shall be in accordance with Subsection 604.05.

Basis of Payment: Payment shall be in accordance with Subsection 604.06.

Payment will be made under:

Pay Item		Pay Unit
604.14	30 in Catch Basin Type E	Each

SPECIAL PROVISION
SECTION 604
MANHOLES AND CATCHBASINS
(Concrete Sidewalk Culvert)

Description. This work shall consist of furnishing and installing a precast concrete sidewalk culvert (also referred to as a trench drain) and cast iron cover to divert stormwater runoff from the roadway, under the sidewalk, and into an underdrain ditch soil filter as shown on the plans and typical cross-sections and as directed by the Resident.

Materials. Concrete for the concrete sidewalk culvert shall meet the requirements of Section 604.02 of the Standard Specifications except as provided below.

The minimum 28 day concrete compressive strength shall be 5,000 PSI unless otherwise approved by the Resident. Reinforcing steel shall be #4 Grade 60, Black @ 6" O.C. with 1" clearance from the bottom and 2" clearance from the sides of the culvert.

Culvert shall include a cast-in frame for trench cover. The entire length of the culvert shall be covered with a heavy duty solid lid. The cover shall conform to the specifications for the Neenah Foundry Company Type D - Solid Lid (Bolted Catalog No. R-4999-HX), or an approved equal. All cast components shall fit together in a manner acceptable to the Resident. No rocking or other unacceptable displacement under load will be allowed. Bolts and hardware shall be stainless steel.

Manufacturer's shop drawings shall be submitted to the Resident for approval at least 10 working days prior to the production of the concrete sidewalk culvert. The Resident shall retain the right to reject culverts delivered to the job site not conforming to the specification and/or approved submittal drawings.

Possible sources:

George R. Roberts Co.
192 Biddeford Road
Alfred, ME 04002
(NE) 800-533-5033, (Maine) 800-244-6571
207-324-6571
(fax) 207-324-8533
http://www.georgerobertsco.com/

Precast of Maine
Route 201, P.O. Box 307
Topsham, ME 04086
(toll free) 800-696-8265, (voice) 207-729-1628
(fax) 207-729-8710
http://home.gwi.net/precast/home.htm

Construction. The approximate location of concrete sidewalk culvert is shown on the Plans (Sta. 10+25 Rt And Sta. 11+50 Rt). The Contractor shall have a preconstruction site walk with the Resident and a representative from the MaineDOT Environmental Office Surface Water Resources Unit to review the proposed locations and to answer questions in regard to layout and installation. The final locations and limits of culvert shall be laid out by the Contractor prior to installation for review and approval by the Resident.

Culvert shall be placed to the required grade on a compacted base of uniform density of Aggregate Base Course – Crushed in accordance with the typical sections.

Culvert shall be set in the designated gap in the granite curb and the inlet end of the culvert shall be set flush with the face of the curb. The culvert shall be set so that the top of the solid metal cover is flush with the surface of the asphalt sidewalk. All joints and pick holes shall be infilled with non-shrink grout upon installation.

The gutter grade at the inlet of the culvert shall be depressed across the face of the inlet as shown on Standard Detail 609(05) – Gutter Grade Transition at Catch Basin as shown at Curb Inlets for Parking Lane.

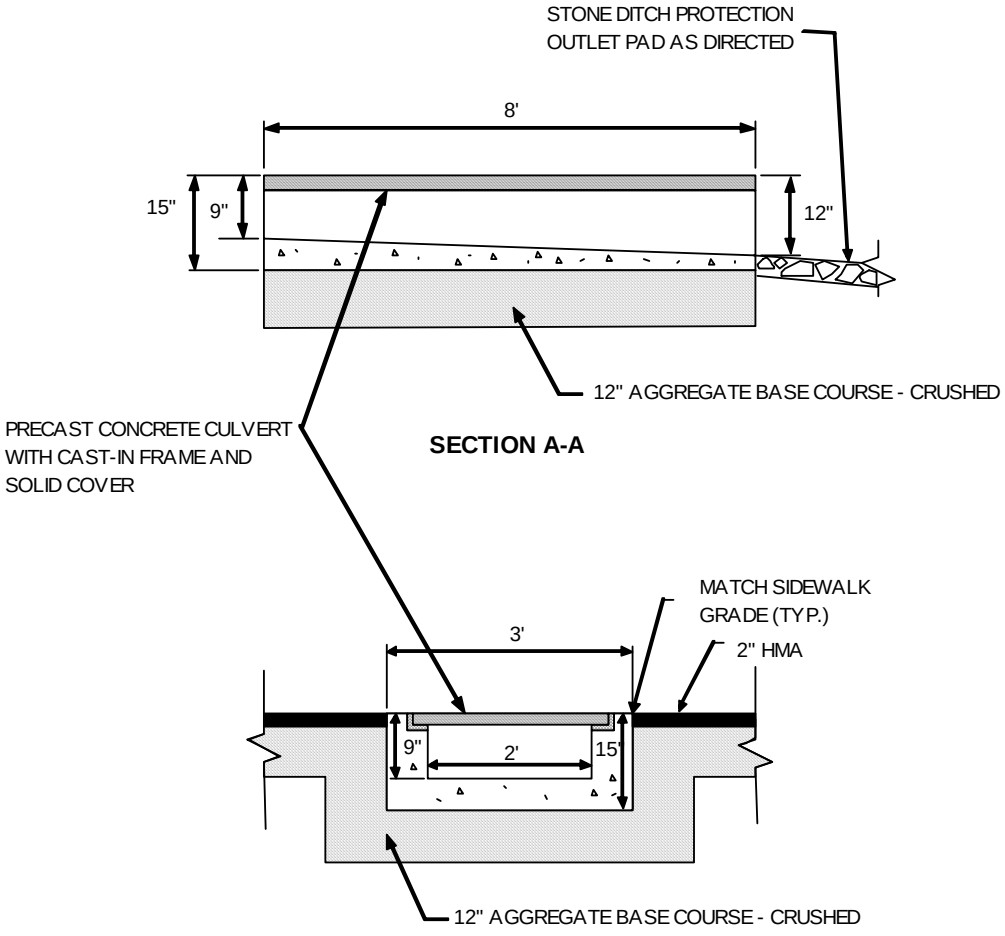
The outlet of the culvert shall be protected with a pad of stone ditch protection as directed by the Resident.

Method of Measurement. Concrete sidewalk culvert will be measured by the number of units each.

Basis of Payment. Concrete sidewalk culvert will be paid for at the contract unit price each, complete in place and accepted. Payment for installation shall include furnishing and satisfactorily installing all precast concrete and cast iron components and incidental hardware of the culvert, and all work and incidentals necessary for connection of the culvert to the gutter and the underdrain ditch soil filter, including furnishing and placing stone ditch protection at the outlet. Construction of the underdrain ditch soil filter will be paid under the appropriate Section 605 pay item.

Payment will be made under:

Pay Item		Pay Unit
604.2413	Concrete Sidewalk Culvert	Each



CONCRETE SIDEWALK CULVERT

N.T.S.

SPECIAL PROVISION
SECTION 605
UNDERDRAINS
(Underdrain Ditch Soil Filter)

Description. This work shall consist of construction an underdrain ditch soil filter to treat stormwater runoff as shown on the plans and the typical cross-section and as directed by the Resident.

Materials. All materials for the underain ditch soil filter shall meet the requirements of the following Sections of the Standard Specifications except as provided below:

Underdrain Backfill Material	703.22
Underdrain Pipe	706.06, 706.09
Drainage Geotextile	722.02
Erosion Control Blanket	717.061

Estimated material quantities included in this Lump Sum item are:

605.09	6-inch Underdrain-pipe only	175	LF
610.18	Stone Ditch Protection	2	CY
613.319	Erosion Control Blanket	82	SY
615.07	Loam	18	CY
615.12	Soil Filter Media	33	CY
618.1401	Seeding Method Number 2	2	UN
620.56	Drainage Geotextile (Woven)	170	SY
703.22	Underdrain Backfill Material Type B	10	CY
703.22	Underdrain Backfill Material Type C	13	CY

Soil filter media shall consist of a silty sand soil or soil mixture combined with 20% to 25% by volume (no less than 10% by dry weight) of a moderately fine, shredded bark or wood fiber mulch free of stones, stumps, roots, or other similar objects larger than two inches. Other sources of the organic component of the media must be approved by the Resident. Agricultural or municipal wastewater sources will not be accepted.

Soil filter media shall be permeable enough to insure drainage of the underdrain ditch soil filter within 48 hours maximum, but have sufficient fines to allow filtration of suspended particles and removal of pollutants. Soil filter media shall contain no materials or substances harmful to plant growth.

Soil Filter Media shall substantially conform with the specific design criteria in the Maine DEP Stormwater Management for Maine Volume III BMPs Technical Design

Manual (June 2009) Chapter 7.1 Filtration BMP – Grassed Filter Basin, Section 7.1.3. (http://www.state.me.us/dep/blwq/docstand/stormwater/stormwaterbmps/index.htm) and shall meet the following requirements:

a. 8% - 12% passing by weight the No. 200 sieve
b. clay content of less than 2%

Suggested mixture (by volume):

- 45%-50% sand (note: MEDOT 703.01 contains insufficient fines and must be amended);
- 25%-35% loamy topsoil with low clay content but sufficient fines passing the #200 sieve to meet the 8%-12% requirement;
- 20%-25% moderately fine, shredded bark or equivalent (no less than 10% by dry weight) with less than 5% passing the No. 200 sieve.

Submittals. The Contractor shall submit a 5 gallon sample and a gradation test on the proposed soil filter media mixture performed by a qualified soil testing laboratory and identify the source of each component of the mixture for approval by the Resident at least 10 working days prior to the delivery of the material to the site. Hydrometer testing for clay content may be required at the discretion of the Resident.

Construction. The underdrain ditch soil filter extends from approx. Sta. 10+25 Rt. to Sta. 12+00 Rt. The Contractor shall have a preconstruction site walk with the Resident and a representative from the MaineDOT Environmental Office Surface Water Resources Unit to review the proposed location and to answer questions in regard to layout and construction.

Construction of the filter shall be as per Section 605.04, a. Underdrain, Type B and Drainage Geotextile shall be installed as per Section 620.03 Placement, b. Drainage Geotextile except that the perforated pipe shall be placed directly on the geotextile without bedding. The geotextile shall only be placed on the bottom and sides of the excavation to the elevation of the base of the loam.

Perforated pipe shall be laid with perforations placed up.

The filter shall be constructed in a manner that allows flow to pass, but not disturb, the proposed utility pole at Sta. 10+91.20 28.75’ Rt. Stone ditch protection shall be placed around the base of the pole as directed by the Resident.

The outlet of the 6-inch underdrain pipe shall be connected to the F-basin at Sta. 12+00 ±29.50’ Rt. The invert connection to the basin shall be no lower than elevation 278.25 or as established by the Resident.

A 4-inch layer of loam and Seeding Method Number 2 shall be applied to all slopes. A

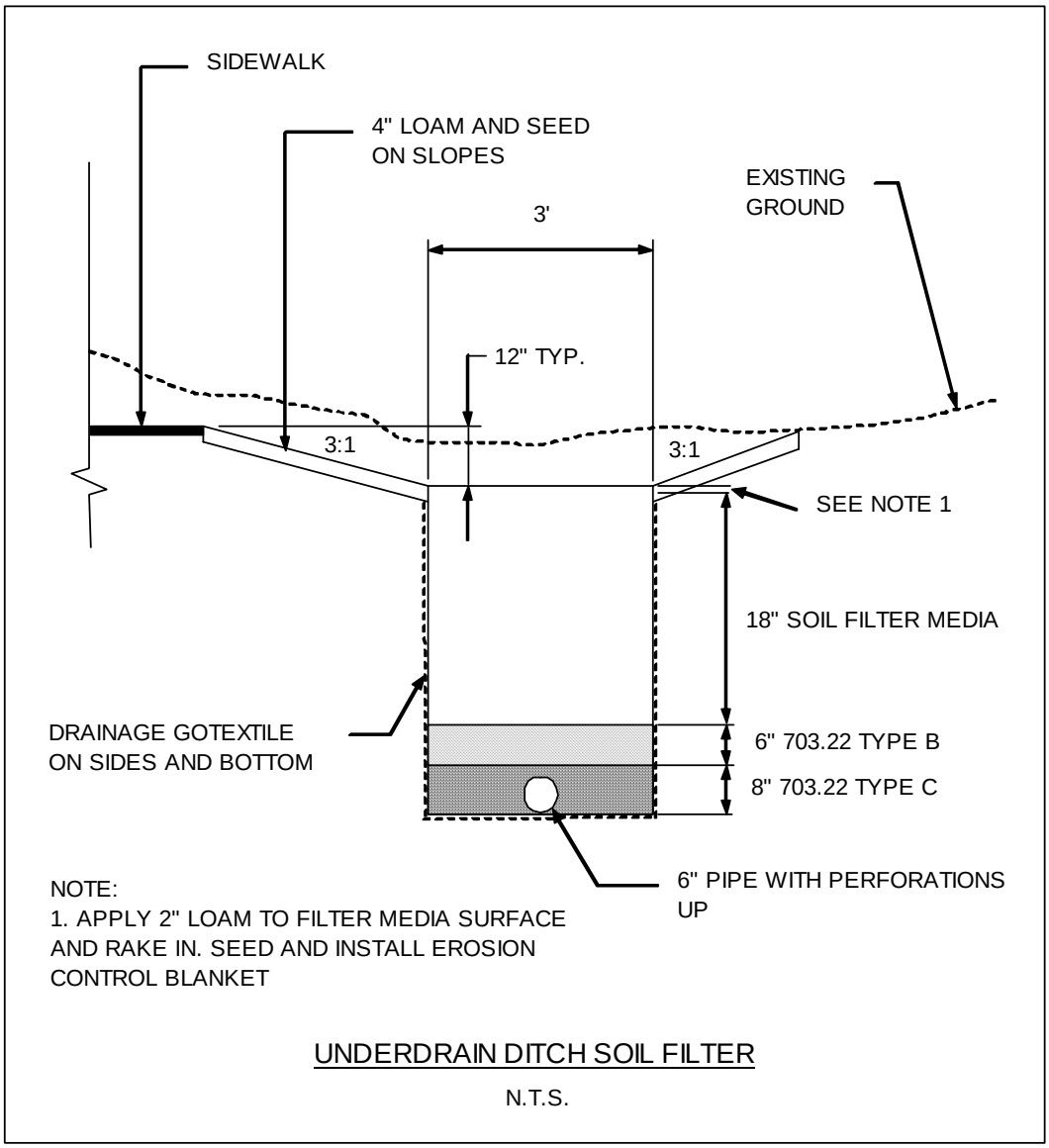
2-inch layer of loam shall be applied to the surface of the filter and raked in. Seeding Method Number 2 and Erosion Control Blanket shall be installed over the surface of the filter.

Method of Measurement. Underdrain ditch soil filter will be measured by the lump sum.

Basis of Payment. Underdrain ditch soil filter will be paid for at the contract lump sum price, complete in place and accepted. Payment shall include excavation of the ditch, furnishing and installation all materials, and for all labor, equipment and incidentals needed to satisfactorily complete the work. Construction of concrete sidewalk culverts that drain to the filter will be paid under the appropriate Section 604 pay item.

Payments will be made under:

Pay Item		Pay Unit
605.39	Underdrain Ditch Soil Filter	Lump Sum



TYPICAL SECTION

SPECIAL PROVISION
SECTION 606
GUARDRAIL

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

Type 3-Galvanized steel "w" beam, wood posts or galvanized steel posts.
Type 3a-Galvanized steel "w" beam, wood posts, wood or composite offset blocks.
Type 3aa-Corrosion resistant steel "w" beam, wood posts, wood or composite offset blocks.
Type 3b-Galvanized steel "w" beam, galvanized steel posts, galvanized steel offset blocks.
Type 3c-Galvanized steel "w" beam, wood posts or galvanized steel posts, wood or composite offset blocks.
Type 3d-Galvanized steel "w" beam, galvanized steel posts, wood or composite offset blocks.
Thrie Beam-Galvanized steel thrie beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Median barriers shall consist of two beams of the above types, mounted on single posts. Except for thrie beam, median barriers may include rub rails when called for.

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

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

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

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

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

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

Posts for underdrain delineators shall be “U” channel steel, 2.44m [8 ft] long, 3.72 kg/m [2 ½ lb/ft] minimum and have 9.5 mm [3/8 in] round holes, 25 mm [1 in] center to center for a minimum distance of 610 mm [2 ft] from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared end treatment’s terminal and its tangent point, both at the leading and trailing ends of each run of guardrail. The marker’s flexible posts shall be grey with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the end treatment is not flared, markers will only be required at the end treatment’s terminal. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Maine DOT’s Approved Product List of Guardrail Material. The marker shall be grey, flexible, durable, and of a non-discoloring material to which 75 mm [3 in] by 225 mm [9 in] reflectors shall be applied, and capable of recovering from repeated impacts. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail (“butterfly”-type) delineators shall be mounted on all “w”-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 20 m [62.5 ft] intervals or every tenth post on tangents and at approximately 10 m [31.25 ft] intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left hand delineators shall be yellow and the right hand delineators shall be silver/white. On two directional highways, the right hand side shall be silver/white and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Detail 606(07). Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

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

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

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

Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.

The Guardrail 350 Flared Terminal shall be a terminal with a 1.2 m [4 ft] offset as shown in the Manufacturer's installation instructions.

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

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

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

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

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

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

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

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

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

All bolts shall be of sufficient length to extend beyond the nuts but not more than 13 mm [½ in]. Nuts shall be drawn tight.

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

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

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

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

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

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

Terminal section, low volume end, NCHRP 350 end treatments, reflectorized flexible guardrail marker, terminal end, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

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

Excavation in solid rock for placement of posts will be measured by the cubic meter [cubic yard] determined from the actual depth of the hole and a hypothetical circle diameter of 600 mm [2 ft].

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per meter [linear foot] for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly, but will be considered incidental to guardrail items. Terminal section, buffer end, NCHRP 350 end treatment, bridge connection, single post and reflectorized flexible guardrail markers will be paid for at the contract unit price each for the kind specified complete in place.

NCHRP 350 end treatments and low volume guardrail ends will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer’s installation instructions. Each end treatment will be clearly marked with the manufacturers name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under Pay Item 206.07. Type III Retroreflective Adhesive Sheeting

shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 75 mm [3 in] wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail 350 flared terminal shall also include a set of installation drawings supplied to the Resident.

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

Guardrail to be placed on a radius of curvature of 45 m [150 ft] or less will be paid for under the designated radius pay item for the type guardrail being placed.

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

Adjust guardrail will be paid for at the contract unit price per meter and will be full compensation for adjusting to grade. Payment shall also include adjusting terminal end treatments where required.

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

Remove and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends when required. No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

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

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

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

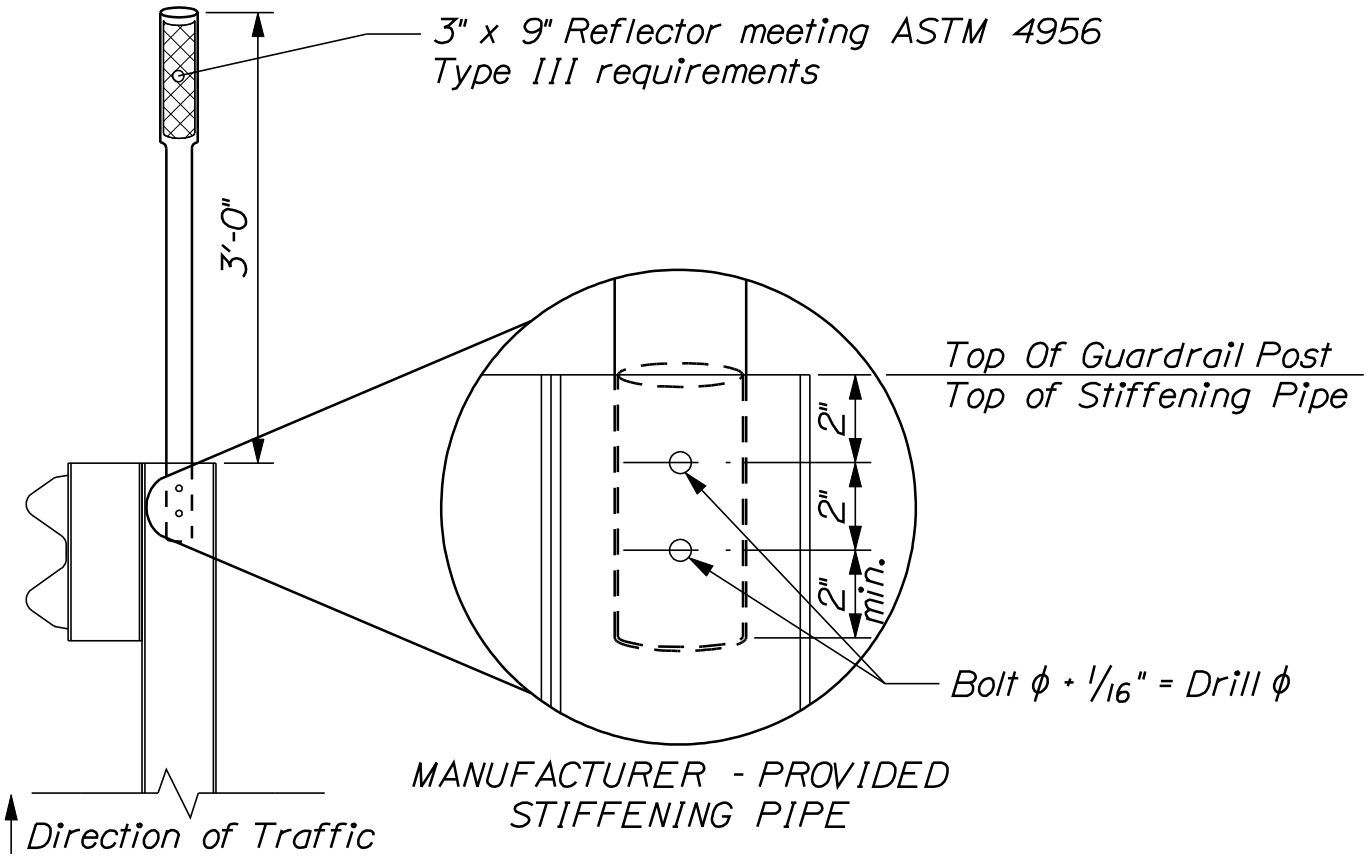
Payment will be made under:

	Pay Item	Pay Unit
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]
606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	meter [Linear foot]
606.18	Guardrail Type 3b - Double Rail	meter [Linear foot]
606.19	Guardrail Type 3a - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.191	Guardrail Type 3aa - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.20	Guardrail Type 3a - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.201	Guardrail Type 3aa - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.21	Guardrail Type 3b - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.22	Guardrail Type 3b - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.23	Guardrail Type 3c - Single Rail	meter [Linear Foot]
606.2301	Guardrail Type 3c - Double Rail	meter [Linear Foot]
606.231	Guardrail Type 3c - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.232	Guardrail Type 3c - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.24	Guardrail Type 3d - Single Rail	meter [Linear Foot]
606.2401	Guardrail Type 3d - Double Rail	meter [Linear Foot]
606.241	Guardrail Type 3d - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.242	Guardrail Type 3d - over 4.5 m [15 feet] radius	meter [Linear Foot]
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify, Type 3b to 3c	meter [Linear Foot]
606.3581	Guardrail, Modify Existing to Type 3d	meter [Linear Foot]
606.362	Guardrail, Adjust	meter [Linear Foot]
606.365	Guardrail, Remove, Modify, and Reset, Type 3b to 3c	meter [Linear Foot]
606.3651	Guardrail, Remove, Modify, and Reset Existing to Type 3d	meter [Linear Foot]
606.366	Guardrail, Removed and Reset, Type 3c	meter [Linear Foot]
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each

606.51	Multiple Mailbox Support	Each
606.55	Guardrail Type 3 - Single Rail	meter [Linear Foot]
606.551	Guardrail Type 3 - Single Rail with Rub Rail	meter [Linear Foot]
606.56	Guardrail Type 3 - Double Rail	meter [Linear Foot]
606.561	Guardrail Type 3 - Double Rail with Rub Rail	meter [Linear Foot]
606.568	Guardrail, Modify Type 3c -Double Rail	meter [Linear Foot]
606.59	Guardrail Type 3 - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.60	Guardrail Type 3 - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.63	Thrie Beam Rail Beam	meter [Linear Foot]
606.64	Guardrail Thrie Beam - Double Rail	meter [Linear Foot]
606.65	Guardrail Thrie Beam - Single Rail	meter [Linear Foot]
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.72	Guardrail Thrie Beam - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	meter [Linear Foot]
606.74	Guardrail Type 3 - Single Rail Bridge Mounted	meter [Linear Foot]
606.753	Widen Shoulder for Low Volume Guardrail End - Type 3	Each
606.754	Widen Shoulder for Guardrail 350 Flared Terminal	Each
606.78	Low Volume Guardrail End - Type 3	Each
606.79	Guardrail 350 Flared Terminal	Each

1. Reflectorized Flexible Guardrail Markers shall be from Maine DOT's Approved Product List of Guardrail Material.

2. Installation:
   a. Each bolt-hole diameter shall be the bolt diameter + 1/16".
   b. Wood post attachment - attach marker with 2, 5/16" diameter zinc-coated lag bolts, having 2" of embedment into wood post.
   c. Steel post attachment - attach marker with 2, 1/4" diameter zinc-coated bolt, washer and nut assemblies, having 1/2" of bolt extension behind steel post.
   d. When provided by the marker manufacturer, a stiffening pipe shall be inserted into the base of the marker prior to drilling bolt holes and shall remain in-place.



REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

CURB RAMP

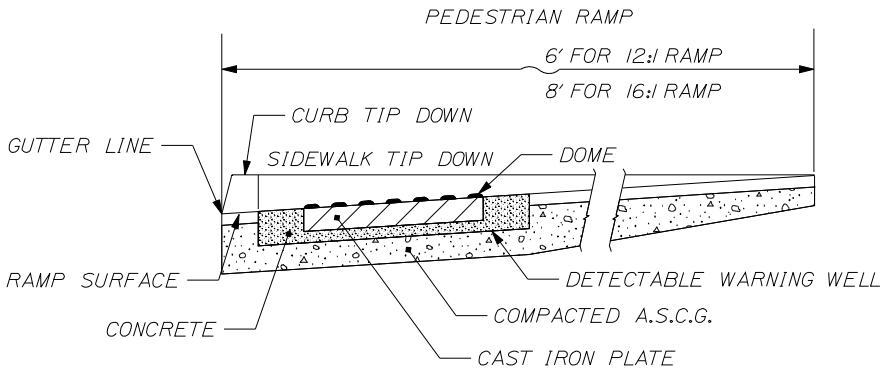
VIEWS AND DETAILS OF THE DETECTABLE WARNING

DETAILS

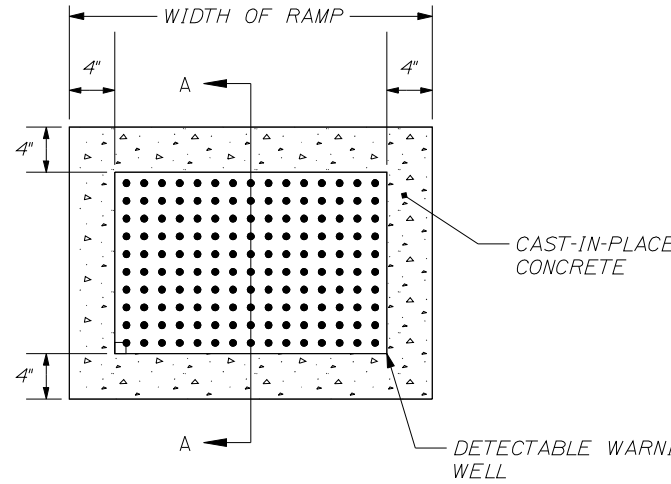
SHEET NUMBER
1 of 24

VIEWS AND DETAILS OF THE DETECTABLE WARNING

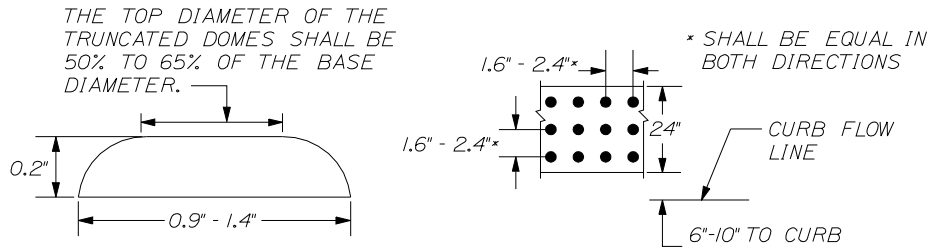
(NOT TO SCALE)



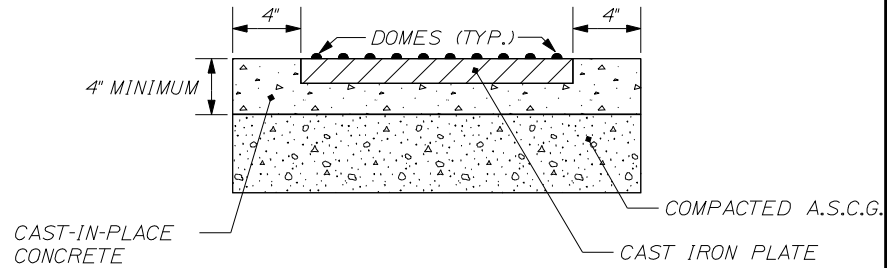
SIDE SECTION VIEW OF
DETECTABLE WARNING, WELL, CURB AND GUTTER



PLAN VIEW OF
DETECTABLE WARNING AND WELL



DOME AND DETECTABLE WARNING DETAILS



SECTION A-A

NOTE: ALL DETECTABLE WARNING AREAS SHALL START 6-10" FROM THE FLOW LINE OF THE CURB, BE 24" IN DEPTH, AND COVER THE COMPLETE WIDTH OF THE RAMP AREA ONLY.

SPECIAL PROVISION
SECTION 608
SIDEWALKS
(Detectable Warnings)

Description: This work shall consist of furnishing and installing curb ramp detectable warning plates with truncated domes at the locations shown on the plans or as established by the Resident.

MATERIALS

Detectable Warnings: The Contractor shall provide new cast iron detectable warning plates as manufactured by one of the manufacturers listed on Maine DOT's Qualified Products list of Cast Iron Detectable Warning Plates. This list can be found at:

http://www.maine.gov/mdot/transportation-research/qpl.php

Each field shall match the width of the ramp and shall have a natural finish.

Prior to starting this work, the Contractor shall submit for approval the name of the selected supplier, manufacturer's literature describing the product, installation procedures, and routine maintenance required.

Concrete: Portland cement concrete shall meet the requirements of Section 502, Structural Concrete, Class A

CONSTRUCTION REQUIREMENTS

Existing Concrete Curb Ramps:

Existing Concrete shall be saw-cut to a dimension 100mm (4 inches) larger than the detectable warning plates. New concrete shall be placed in the resulting opening and finished, and the new plates set into the wet concrete, according to manufacturer recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

New Concrete Curb Ramps:

New concrete shall be placed and finished for the ramp, and the new plates set into the wet concrete, according to manufacturer recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage

New Asphalt Ramps:

Asphalt shall be saw cut and removed to provide an opening that will allow for the dimensions of the cast iron plate surrounded by an additional 4" border on all sides of the plate. New concrete shall be placed in the resulting opening and finished, and the new plates set into the wet concrete, according to manufacturer recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

METHOD OF MEASUREMENT

Detectable warning fields properly placed and accepted shall be measured for payment by the square foot. Measurement shall include actual plate area, not surrounding concrete.

Basis of Payment:

Payment will be full compensation at the contract unit price for all labor, materials, and equipment required to install the detectable warning fields. This shall include surface preparation and removal of concrete or asphalt, and necessary replacement concrete. On new concrete ramps, concrete shall be paid for under separate items

Pay Item		Pay Unit
608.26	Curb Ramp Detectable Warning Field	SF

SPECIAL PROVISION
SECTION 613
EROSION CONTROL BLANKETS
(Turf Reinforcement Mat)

Description. This work shall consist of furnishing and installing a turf reinforcement mat on previously prepared areas in accordance with the manufacturer instructions or otherwise authorized. Turf reinforcement mat is a permanent vegetation reinforcement of permeable, synthetic, three-dimensional geotextile materials that provides increased strength to the surface layer of the soil and the vegetative cover.

Mat shall be installed in the area downstream of the 24-inch culvert outlet at Sta. 17+50 Rt. as shown on the plans and the typical sections. Permanent vegetative cover is required in this area to filter pollutants in stormwater runoff. This area is subject to periodic flooding during high water events in the lake.

Materials. Turf reinforcement mat shall meet the material performance and specifications of the North American Green^{R} SC250 Turf Reinforcement Mat, the Propex^{R} Geosynthetics LANDLOK 450 Turf Reinforcement Mat (Type IV RECP), or an approved equal.

Mat shall possess sufficient strength and elongation properties to withstand anticipated flow conditions and to maintain contact with the underlying substrate in water saturated conditions. All components shall be heavy duty and stabilized against ultraviolet degradation, and be chemically inert to conditions encountered in a natural soil environment.

Possible Sources:

North American Green
14649 Highway 41 North
Evansville, IN 47725
800-772-2040
Fax: 812-867-0247
www.nagreen.com

Propex, Inc.
6025 Lee Highway, Suite 425
PO Box 22788
Chattanooga, TN 37422
800-621-1273
Fax: 423-899-5005
http://www.geotextile.com/

Submittals. The Contractor shall furnish the most recent manufacturer's product data sheet for the turf reinforcement mat for approval by the Resident at least 10 working days prior to the delivery of the material to the site. A sample of the mat may be requested at the discretion of the Resident.

The Contractor shall have a preconstruction site walk with the Resident and a representative from the MaineDOT Environmental Office Surface Water Resources Unit to review the installation area and to answer questions in regard to layout and installation. The final locations and limits of mat shall be laid out by the Contractor prior to installation for review and approval by the Resident.

Mat shall be installed in the dry. If weather conditions do not allow this, the Contractor shall submit a plan for temporary diversion of culvert flows to the Resident for approval prior to installation.

Preparation. The area for turf reinforcement mat shall be prepared as follows:

Soil shall be graded to a relatively smooth and uniform condition free of obstructions, rocks, clods, roots and soft or low density pockets of material. The seedbed shall be prepared by loosening the top 1" of soil. Seeding Method Number 2 or an approved equal shall be applied to the soil surface before installing the mat with the exception that fertilizer and lime shall not be required. Disturbed areas shall be reseeded.

Installation. Turf reinforcement mat shall be installed at the proper grade and alignment and in accordance with all manufacturer recommendations for installation in drainage channels in regard to anchoring trenches, roll placement, overlap, and ground anchoring device size, frequency, and pattern and as approved by the Resident. Mat shall be installed in a manner to maintain direct contact with the soil. Mat shall be anchored with plain riprap at the transition between the mat and adjacent riprap slopes and with stone ditch protection at the transition with the energy dissipater – riprap apron at the outlet of the culvert. Mat shall be anchored in the trench under the level lip spreaders shown on the plans and typical sections.

Track mounted or heavy construction equipment shall not be allowed directly onto the mat.

Maintenance and Inspections. The Contractor shall inspect the installed turf reinforcement mat weekly and before and after storm events until vegetative cover is fully established. Any failures shall be repaired immediately.

Method of Measurement. Turf reinforcement mat will be measured by the square yard based on the width and length of the mat measured on the ground.

Basis of Payment. Turf reinforcement mat will be paid for at the contract unit price per square yard, complete in place and accepted. Payment shall be full compensation for furnishing and installing the mat and seeding under the mat in accordance with this special provision and as directed and for all labor, equipment and incidentals needed to satisfactorily complete the work and for all required maintenance.

Payments will be made under:

Pay Item		Pay Unit
613.40	Turf Reinforcement Mat	Square Yard

SPECIAL PROVISIONS
SECTION 621
LANDSCAPE
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications (Dec 2002) for landscape materials and installation procedures (sec. 621).

In accordance with Section 104.5.9, a separate Performance Bond will not be required for the Landscape portion of this contract. A Maintenance Bond for a Two-Year Establishment period in the full value of the planting shall be included in this project.

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

ITEM NO	Description	Unit	Quantity	Total
621.053	Evergreen Tree 10'-12' B&B Group B			1
	Abies balsamea (Balsam Fir)		1	
621.101	Starter groundcover plugs 2 ¼" peat pots/ plugs Group B			2,400
	Vinca minor (Periwinkle)		2,400	
621.121	Small Deciduous Trees 5' – 6' Multistem Group B B&B			
	Cercis canadensis alba (White Flowering Shadblow)		12	
621.273	Medium Deciduous Trees 2" – 2 1/2" cal B&B Group B			12
	Acer rubrum 'November Sunset' ('November Sunset Swamp Maple)		6	
	Acer saccharum 'Legacy' ('Legacy' Sugar Maple)		6	
621.280	Medium Deciduous Trees – 2 1/2" – 3"cal B&B Group B			18
	Betula 'Whitespire'		6	
	Malus 'Donald Wyman' (Donald Wyman Crab Apple)		6	
	Malus 'Snowdrift' ('Snowdrift' Crabapple)		6	
621.281	Medium Deciduous Trees – 2 1/2" – 3"cal B&B Group C			12
	Syringa reticulata 'Ivory Silk'		12	

	('Ivory Silk' Japanese Tree Lilac)			
621.292	Lg Deciduous Trees 3½ " – 4" cal B&B Group B			18
	Liriodendron tulipifera (Tulip Tree)		6	
	Zelkova 'Green Vase' '(Green Vase' Japanese Zelkova)		12	
621.540	Deciduous Flowering Shrub 18" – 24" Group C Cont.			48
	Buddleia 'Empire Blue' ('Empire Blue' Butterfly Bush)		24	
	Buddleia 'White Profusion' ('White Profusion' Butterfly Bush)		24	
621.541	Deciduous Flowering Shrub 18" – 24" Group C Cont.			138
	Philadelphus coronarius 'Snowflake' ('Snowflake' Dwarf Sweet Mock Orange)		18	
	Rosa x. hybrida 'Therese Bugnet ' ('Therese Bugnet' Beach Rose)		120	
621.542	Deciduous Flowering Shrub 18" – 24" Group C Cont.			96
	Rosa Meidiland vars. (Meidiland 'Knockout' Rose vars.			
	Red 'Double Knock-out'		24	
	Pink 'Double Knock-out'		24	
	'Blushing Knock-out'		24	
	'Sunny Knock-out'		24	
621.546	Deciduous Flowering Shrub 2" – 3" Group A Cont.			60
	Forsythia suspensa 'Meadowlark' ('Meadowlark Forsythia)		60	
621.553	Deciduous Flowering Shrub Group 3' – 4' Shrub Form Cont.			9
	Hydrangea paniculata grandiflora (Pee-gee Snowball Bush) Shrub Form cont.		9	
621.558	Deciduous Flowering Shrub 4' – 5' Group B&B/Cont.			24
	Syringa 'A. Ludwig Spaeth'		3	
	Syringa 'Albert Holden'		3	
	Syringa 'President Lincoln'		3	
	Syringa 'Betsy Ross'		3	
	Syringa 'Charles Joly'		3	
	Syringa 'Dwight D. Eisenhower'		3	
	Syringa 'Flower City'		3	

	Syringa 'Monge'		3	
621.559	Deciduous Flowering Shrub Group A Cont.			9
	Hydrangea paniculata grandiflora 4' – 5' (Pee-gee Snowball Bush) Standard Form/Arboreal Seleced Premium Specimens Cont.		9	
621.661	Vines 18" – 24" Group B 1 Gal. Cont.			3
	Hydrangea anomala petiolaris (Climbing Hydrangea)		3	
621.710	Herbaceous Perennials Group A 1 gal cont.			600
	Hemerocallis c. 'Hall's Pink'	80		
	Hemerocallis c. 'Barbara Mitchell'	80		
	Hemerocallis c. 'Bama Music'	80		
	Hemerocallis c. 'Beautiful Dreamer'	80		
	Hemerocallis c. 'Megan's Love'	80		
	Hemerocallis c. 'Coronet'	80		
	Perovskia atriplicifolia (Russian Sage)	60		
	Nepeta faassenii (Walkers Catmint)	60		
621.80	Establishment Period	LS		1
	Establishment Period		1	

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #2

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 634.14 and current NEC _____ guidelines, and
(YEAR)

when tested, was functioning as intended.

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #4

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 634.14 and current NEC _____ guidelines, and when tested, was functioning as intended.

(YEAR)

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 634.14 Field Testing

Project Pin # ____________________

Grounding Electrode Resistance at service ____________________

ID tags on loop amps / detector cards? ____________________

Location ____________________

Street Approach ____________________

Loop # ________ **Resistance** ____________

Phase # ________ **Meg to ground** ____________

L,C, or R Lane ________ **Amount of bondo covering loop** ____________

Pulse or Presence ________

Street Approach ____________________

Loop # ________ **Resistance** ____________

Phase # ________ **Meg to ground** ____________

L,C, or R Lane ________ **Amount of bondo covering loop** ____________

Pulse or Presence ________

Street Approach ____________________

Loop # ________ **Resistance** ____________

Phase # ________ **Meg to ground** ____________

L,C, or R Lane ________ **Amount of bondo covering loop** ____________

Pulse or Presence ________

I, ____________________, certify that this work was done in accordance with subsection 634.14 and current NEC ____________ (YEAR) guidelines, and when tested, was functioning as intended.

Electrician's Signature ____________________

Electrician's License # ____________________

Naples
Project 11060.00
June 10, 2010

SPECIAL PROVISIONS
SECTION 626
CONDUIT
(Non-Metallic Conduit, Concrete Encased)

Description. This work shall consist of furnishing and installing all materials for concrete encased non-metallic conduit, as shown on the plans and as directed.

MATERIALS

General. All non-metallic conduit furnished by the Contractor shall meet the requirements of Section 626.02 and Section 715.03 of the Standard Specifications.

Concrete for encasement of buried non-metallic conduit shall have a minimum compressive strength of 2,900 psi and a maximum aggregate size of one inch.

CONSTRUCTION REQUIREMENTS

General. Concrete encasement shall be a minimum of four inches (4") thickness above, below, and on the sides of buried non-metallic conduit. Minimum cover over encasement shall be thirty-six inches (36"). All other construction requirements of Section 626.03, Section 626.031 and Section 626.033 of the Standard Specifications pertaining to non-metallic conduit shall apply, except as they may conflict with this Special Provision.

Method of Measurement. Non-Metallic Conduit, Concrete Encased, satisfactorily installed and accepted, will be measured for payment by the linear foot.

Basis of Payment. The accepted quantity of Non-Metallic Conduit, Concrete Encased, will be paid for at the contract unit price, which payment will be full compensation for all labor, materials, equipment and incidentals necessary to complete the work, including but not limited to furnishing and installing the conduit; excavating; furnishing and placing concrete encasement and other special backfill materials that may be specified on the plans, pull wire, fittings, groundings and bonding; test cleaning interiors of conduits, and related incidental work and materials.

Payment will be made under:

Pay Item		Pay Unit
626.221	Non-Metallic Conduit, Concrete Encased	Linear Foot

/alg

SPECIAL PROVISION
SECTION 627
PAVEMENT MARKINGS

The last paragraph of Subsection 627.10, Basis of Payment is revised by the addition of the following:

Pay Item		Pay Unit
627.733	4" White or Yellow Painted Pavement Marking Line	LF

SPECIAL PROVISION
SECTIONS 634 AND 643
Highway Lighting and Traffic Signals

Section 634.09, testing of highway lighting, the first sentence shall be amended as follows:

Before acceptance of the work, the Contractor shall cause the following tests to be made on all lighting circuits, by a licensed electrician.

The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Highway Lighting Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the highway lighting meets the requirements of Section 634.09.

Subsection 643.14, field testing of Traffic Signals, the first sentence shall be amended as follows:

Before acceptance of the work, the Contractor shall cause the following tests to be made on all traffic signal equipment and circuits, by a licensed electrician.

The tests do not need to be performed in the presence of the Resident, but the test results shall be recorded on the Traffic Signal Quality Control Check List and submitted to the Resident by the Contractor for acceptance. The form shall be signed by the licensed electrician certifying that the signal equipment and circuits meet the requirements of Section 643.14.

Naples
Project 11060.00
July 2, 2010

SPECIAL PROVISIONS
SECTION 634
HIGHWAY LIGHTING
(Ornamental Lighting: Cyclone Lighting LED – Installation Only)

Description. **The Town of Naples will furnish the specified ornamental light standards and LED luminaires for installation by the Contractor under this pay item.** The Contractor shall furnish and install all other materials and equipment required for complete, functioning and accepted ornamental light standards with light emitting diode luminaires, as shown on the plans and as directed.

General. Ornamental light standards with LED luminaires to be furnished by the Town of Naples for highway lighting and pedestrian walkway lighting on this project shall be as manufactured by:

Cyclone Lighting
5055 Ambroise Lafortune
Boisbriand, Quebec J7H 0A4, Canada
Tel.: 866-436-5500
E-mail: info@cyclonelighting.com

All materials and installation requirements for Ornamental Light Standard with LED Luminaire shall comply with Section 634 of the Standard Specifications except as modified on the project plans or in this Special Provision.

Highway Light Standards. Highway light standards (25' height and taller) shall be Model PS50 5" diameter steel poles with Model BD57 base covers. Anchor bolts shall be as recommended by the manufacturer. The anchor plate system with leveling nuts shall be as recommended by the manufacturer for ornamental light standards. Poles and fixtures shall have a powder coat finish. Finish color must be acceptable both to the Maine Department of Transportation and the Town of Naples. Highway light standards shall be furnished with Model CY55P1B suspended fixture housing with Model M204-T pole-top bracket arm.

The wall thickness for highway light standards stated in the model code on the plans is the minimum wall thickness to be allowed. The Town of Naples shall provide manufacturer's documentation of testing or modeling of maximum deflection of the proposed highway light standards in conformance with the design loading and procedures of Section 634.024.a. of the Standard Specifications. If the minimum wall thickness stated on the plans will not meet maximum deflection requirements, the wall thickness shall be increased as required to conform.

Pedestrian Walkway Light Standards. Pedestrian walkway light standards shall be Model PA40 4" diameter aluminum poles with Model BD55 base covers. Anchor bolts shall be as recommended by the manufacturer. The anchor plate system with leveling nuts shall be as recommended by the manufacturer for ornamental light standards. Poles and fixtures shall have a powder coat finish. Finish color must be acceptable both to the Maine Department of Transportation and the Town of Naples. Pedestrian walkway light standards shall be furnished

with Model CE21T4 post-top fixture housing. Wall thickness of pedestrian walkway light standards shall be as stated in the model code on the plans.

Luminaires. Luminaires for highway and pedestrian walkway lighting on this project shall be Cyclone Lighting "Storm" light emitting diode fixtures of the types and wattages stated on the plans, or approved equal that will fit the specified Cyclone Lighting ornamental fixture housings and provide levels and distribution of illumination equal to the photometric contours shown on the plans. If use of other LED fixtures is proposed, the Town of Naples shall provide photometric contour mapping and lighting statistical analysis, for approval by the Resident, documenting that the alternative LED fixtures will provide comparable levels and distribution of illumination and will meet the Department's lighting requirements of average maintained illuminance of 0.6 to 1.0 fc, maximum to minimum illuminance ratio of 10:1 or less, and average to minimum illuminance uniformity ratio of 4:1 or less. Total light loss factor (LLF) to be used in analysis of alternative LED fixtures shall be 0.81 or less. Non-LED luminaires will not be allowed for this project.

Luminaires shall have twist lock photoelectric controls conforming to Supplemental Specification 715.10.

Method of Measurement. Ornamental Lighting: Cyclone Lighting LED – Installation Only, satisfactorily installed and accepted, will be measured for payment by the single unit each.

Basis of Payment. The accepted quantity of Ornamental Lighting: Cyclone Lighting LED – Installation Only, will be paid for at the contract unit price each. The Town of Naples will furnish the specified ornamental light standards, bracket arms, fixture housings and light emitting diode luminaire fixtures for installation by the Contractor under this pay item. Payment to the Contractor will be full compensation for furnishing anchor system components and other necessary incidentals and for installation of all components as required to complete the work. Conduit for power to Ornamental Lighting: Cyclone Lighting LED – Installation Only will be paid under Item 626.221. Work and materials necessary to embed or attach highway lighting in or to a bridge structure will be paid under Item 638.01. Foundations will be paid under applicable Section 626 pay items. Lighted bollards will be paid under Item 634.70 Ornamental Lighting: Lighted Bollard – Installation Only. All other work and materials necessary to provide the highway and pedestrian walkway lighting system shown on the plans will be paid by lump sum payment under Item 634.16 Highway Lighting.

Payment will be made under:

Pay Item		Pay Unit
634.70	Ornamental Lighting: Cyclone Lighting LED – Installation Only	Each

/alg

Naples
Project 11060.00
July 2, 2010

SPECIAL PROVISIONS
SECTION 634
HIGHWAY LIGHTING
(Ornamental Lighting: Lighted Bollard – Installation Only)

Description. **The Town of Naples will furnish ornamental lighted bollards for installation by the Contractor under this pay item.** The Contractor shall furnish and install all other materials and equipment required for complete, functioning and accepted lighted bollards, as shown on the plans and as directed.

General. Lighted bollards to be furnished by the Town of Naples for pedestrian walkway lighting on this project shall be bollard type "Elencia", model number CBM1158, as manufactured by:

Cyclone Lighting
5055 Ambroise Lafortune
Boisbriand, Quebec J7H 0A4, Canada
Tel.: 866-436-5500
E-mail: info@cyclonelighting.com

All materials, anchorage and installation requirements for Lighted Bollards shall be as recommended by the manufacturer.

Method of Measurement. Ornamental Lighting: Lighted Bollard – Installation Only, satisfactorily installed and accepted, will be measured for payment by the single unit each.

Basis of Payment. The accepted quantity of Ornamental Lighting: Lighted Bollard – Installation Only will be paid for at the contract unit price each. The Town of Naples will furnish ornamental lighted bollards for installation by the Contractor under this pay item. Payment to the Contractor will be full compensation for furnishing the anchor system and other necessary incidentals and for installation of all components as required to complete the work. Conduit for power to Ornamental Lighting: Lighted Bollard – Installation Only will be paid under Item 626.221. All other work and materials necessary to provide the Lighted Bollards shown on the plans, including, but not limited to, power service, wiring, grounding and other necessary work and materials, will be incidental to lump sum payment under Item 634.16 Highway Lighting.

Payment will be made under:

Pay Item	Pay Unit
634.70 Ornamental Lighting: Lighted Bollard - Installation Only	Each

/alg

May 3, 2005

SPECIAL PROVISION
SECTION 634
Highway Lighting
and
SECTION 643
Traffic Signals

634.08 Service
634.09 Service Connection
Add the following to each of these sections:

METER POSITION
All meter mounting devices shall be installed so that the meters will be upright (plumb). They shall be installed with the top of the meter not less than 48 inches nor more than 60 inches from the floor or final grade. Exceptions to this height requirement will be made where special permission has been given to install group or modular metering, overall meter enclosures or pole-mounted meters.

Level grade shall be maintained for a minimum of 36 inches in front of the meter enclosure to provide a safe working space. In order to meet this requirement on uneven terrain, as an option, the Contractor may install a pressure-treated wood platform.

For any **non-residential** (industrial or commercial) self-contained meter socket, the **bypass requirements** are as follows:
Meter Socket Bypass
Single-Phase:
100 or 150 amp *Single handle lever operated bypass required.

The Contractor shall meet all requirements and regulations of utility companies when installing equipment on their poles and for the service connection. It is the responsibility of the Contractor to contact the utility companies to determine specific requirements.

Naples
Project 11060.00
May 28, 2010

SPECIAL PROVISIONS
SECTION 638
BRIDGE LIGHTING
(Embedded Work in Structure)

Description. This work shall consist of furnishing and installing all materials and equipment embedded in a bridge structure necessary for a bridge lighting system as shown on the plans and as directed.

MATERIALS

General. All material furnished by the Contractor shall be new unless otherwise specified. All electrical equipment shall conform to NEMA, UL or EIA standards, as applicable. All materials and workmanship shall conform to the requirements of the latest version of the National Electrical Code (NEC), of the local electrical utility company, and of local ordinances that may apply. Materials also shall meet the requirements of Section 700 of the Standard Specifications, as applicable.

Submittals. The Contractor shall submit for review a list of equipment and materials proposed to be embedded in the bridge structure for the bridge lighting system, including detail drawings of locations and methods of proposed embedment. The list shall include the name of the manufacturer, size and identifying number of each item and other necessary data, including detailed scale drawings and wiring diagrams of special equipment, as appropriate. If requested, the Contractor shall submit sample articles of materials proposed for use. Submittals, other than material samples, shall be provided in duplicate. Following checking, correction and approval, two sets of approved embedment detail drawings shall be submitted. The Department will not be liable for material purchased, labor performed, or work delayed before such review. Upon completion of the work, the Contractor shall submit a set of as-built drawings, in electronic format acceptable to the Department, detailing the materials and equipment embedded in the structure, locations within the structure, and methods of embedment.

CONSTRUCTION REQUIREMENTS

Conduit. Conduit to be embedded within a bridge structure shall be installed in accordance with requirements of Sections 626.031, 626.032 and 626.033 of the Standard Specifications. Conduit shall be sized to be no smaller than required by the NEC.

Cable Installation. Installation of electrical cable in conduit embedded in the bridge structure shall meet the applicable requirements of Section 634.04 of the Standard Specifications.

Bonding, Grounding and Testing. All metal conduit ends and exposed non-current-carrying metal parts of fixed hardware embedded in the structure shall be connected to the grounding conductor. All grounding and bonding shall conform to the requirements of the NEC. Testing of lighting circuits in embedded work shall meet the requirements of Section 634.09 of the Standard Specifications and Special Provision 634 of the contract.

Acceptance. All systems shall be complete and in operation to the satisfaction of the Resident at the time of acceptance of the work.

Method of Measurement. Embedded Work in Structure, satisfactorily installed and accepted, will be measured for payment by the lump sum.

Basis of Payment. The accepted quantity of Embedded Work in Structure will be paid for at the contract lump sum price, which payment will be full compensation for all labor, materials, equipment and incidentals necessary to complete the work, including but not limited to conduit, wiring, junction boxes, expansion connections, and other incidental materials, hardware and equipment embedded in the structure and connection of bridge light standards to the structure. Bonding and grounding of materials, hardware and equipment embedded in the structure will be incidental to this pay item.

Portions of the lighting system external to the bridge structure are intended to be paid for under the Section 626 and Section 634 pay items of the contract.

Payment will be made under:

Pay Item	Pay Unit
638.01 Embedded Work in Structure	Lump Sum

/alg

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Departments 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. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

ORIGINAL CONTRACT AMOUNT

from	Up to and	Amount of Penalty
More Than	**Including**	**Damages per Violation**
$0	$100,000	$250
$100,000	$300,000	$500
$300,000	$500,000	$750
$500,000	$1,000,000	$1,500
$1,000,000	$2,000,000	$2,500
$2,000,000	$4,000,000	$5,000
$4,000,000	and more	$10,000

April 17, 2007
Supersedes May 10, 2006

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 lies within the watershed of a Lake Most at Risk of Development as defined by MDEP. As such, this project is considered Sensitive; strict adherence to the MaineDOT BMP Manual is required.**

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

2. 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.

3. **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.

4. Dust control items other than those under Standard Specification 637, if applicable, shall be included in the plan.

5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance. Temporary slope stabilization is required on a daily basis.

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

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

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

8. Temporary winter stabilization must be used between November 1st and April 1st or outside of that time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. If temporary winter stabilization practices are used then spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

9. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, concrete debris, 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.

10. 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.

11. 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.

12. 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.)

SUPPLEMENTAL SPECIFICATION
SECTION 715
LIGHTING MATERIAL

DELETE paragraph 715.10 and replace with the following new paragraph 715.10:

715.10 PHOTOELECTRIC/TIMER CONTROL The control will meet the following minimum requirements:

a. Unit Design The photoelectric/Timer Control unit will consist of a silicon photocell sensor and solid state timer device which control an integral single pole, single throw relay having contacts which are in the normally closed position at night.
b. Housing The photoelectric/Timer Control housing will be constructed of UV stabilized high-impact polypropylene and be of weatherproof design.
c. Operating Levels The operating levels will be factory set to turn on at dusk (2.6 foot-candles) with a 60 second time delay and turn off at a pre-set time as determined and adjusted by the user.
d. Supply Voltage The photoelectric/Timer Control unit will be capable of operation on a supply voltage of 105 to 285 VAC.
e. Base The base of the unit will be of high temperature engineered polymer material rated at 125 degrees C and be provided with a 3-prong, EEI-NEMA standard twist lock plug mounting.
f. Directional Design The photoelectric/Timer Control unit will be oriented in a northerly direction as recommended by the manufacturer.
g. Surge Protection The photoelectric/Timer Control unit will have built-in surge protection consisting of a 320 joule rated Metal Oxide Varistor for protection of the unit from induced high voltage surges.
h. The photoelectric/Timer Control unit will be Model ESC-124DS as manufactured by Precision Multiple Controls or approved equal by Tork or Intermatic.

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)

PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

■ **MDOT PIN: 11060.00**

Name of Applicant: State of Maine Department of Transportation **Name of Contact:** Ben Condon
Mailing Address: 16 Station State House **Town/City:** Augusta **State:** Me. **Zip Code:** 04330-0016
Daytime Telephone #: (207)-624-3074 **Name of Wetland, Water Body or Stream:** Long Lake & Brandy Pond

Detailed Directions to Site: Project is located on Rt. 302 in Naples between Rt. 35 and Lake House Drive.

Town/City: Naples **Map #:** N/A **Lot #:** N/A **County: Cumberland**

Description of Project:. Project will consists of a bridge replacement and causeway improvements. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control.*

Part of a larger project? ☐**Yes** ☒**No**

(**CHECK ONE**) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

☐Sec. (2) Soil Disturbance	☐Sec. (8) Shoreline stabilization	☐Sec. (14) Piers, Wharves & Pilings
☐Sec. (3) Intake Pipes	☐Sec. (9) Utility Crossing	☐Sec. (15) Public Boat Ramps
☐Sec. (4) Replacement of Structures	☐Sec. (10) Stream Crossing	☐Sec. (16) Coastal Sand Dune Projects
☐Sec. (5) REPEALED	☒Sec. (11) State Transport. Facilities	☐Sec. (17) Transfers/Permit Extension
☐Sec. (6) Movement of Rocks or Vegetation	☐Sec. (12) Restoration of Natural Areas	☐Sec. (18) Maintenance Dredging
☐Sec. (7) Outfall Pipes	☐Sec. (13) F&W Creation/Enhance/Water Quality Improvement	

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- ■ **A $55 (non-refundable) payment shall be done by internal billing.**
- ■ ***Attach* a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.**
- ❑ ***Attach* photographs showing existing site conditions (unless not required under standards).**

Signature of Applicant: Judy C. Gates **Date:** 4/6/10
Judy Gates/ MaineDOT Environmental Office Director

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below**. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY		Ck.#	Staff		Staff	
PBR #	FP		Date	Acc. Date	Def. Date	After Photos

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 (MaineDOT) 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.

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.

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 and the Department of Marine Resources, as applicable. The applicant must coordinate with the reviewing agencies and incorporate any recommendations from those agencies into the performance of the activity.

(3) All construction activities undertaken must be detailed in a site-specific Soil Erosion and Water Pollution Control Plan and conducted in accordance with MaineDOT's Best Management Practices for Erosion and Sediment Control, dated January 2000, and Standard Specifications, dated December 2002.

(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 and Waterbodies 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(A), 9(B) and 9(C).

(8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must coordinate with the reviewing agencies listed in paragraph 2 above to improve fish passage and incorporate any recommendations from those agencies into the performance of the activity.

NOTE: For guidance on meeting the design objectives for fish passage, including peak flow, maximum velocity, mining depth and gradient, see the MaineDOT Waterbody and Wildlife Crossing Policy and Design Guide (July 2008), developed in conjunction with state and federal resource and regulatory agencies.

(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, the applicant must isolate the work area from the resource and divert stream flows around the work area, maintaining downstream flows while work is in progress.

(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. If avoiding the operation of wheeled or tracked equipment in the water is not possible, the applicant must explain the need to operate in the water. Approval from the DEP to operate in the water must be in writing, and any recommendations from the DEP must be incorporated into the performance of the activity.

(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. Erosion and sediment control best management practices 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.

(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.

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

(16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and 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) Non-native species may not be planted in restored areas.

(19) 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.*

(20) 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.

(21) 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. The rerouting of a river, stream or brook around a construction site and then back to the downstream 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. Heavy, irregularly shaped rocks that are fit into place, without mortar, on a slope as defined in the MaineDOT Standard Specifications, dated December 2002.

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-2008-03014
CORPS PGP ID# 10-128
STATE ID# PBR

DESCRIPTION OF WORK:
Place fill below the ordinary high water line of Long Lake and Chute River at Naples, Maine in order to replace the existing Route 302 bridge. Approximately 33,681 s.f. (0.77 acres) of lake and river bed and existing riprap substrate will be impacted by the project. This work is shown on the attached plans entitled "ROUTE 302, NAPLES, CUMBERLAND COUNTY" in 11 sheets undated.
DOT PIN: 11060.00

LAT/LONG COORDINATES : 43.9699433° N 70.6001675° W USGS QUAD: NAPLES, 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).** Accordingly, other than possibly performing a compliance inspection (condition 23 of the permit) at some later date, we do not plan to take any further action on this project.

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.**

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: 4/30/10 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. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://per2.nwp.usace.army.mil/survey.html

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

JUL 16 2010
PHILIP T. FEIR DATE
for COLONEL, CORPS OF ENGINEERS
DISTRICT ENGINEER

US Army Corps
of Engineers ®
New England District

ADDITIONAL SPECIAL CONDITIONS FOR DEPARTMENT OF THE ARMY PROGRAMMATIC GENERAL PERMIT NO. NAE-2008-03014

1. 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.

2. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

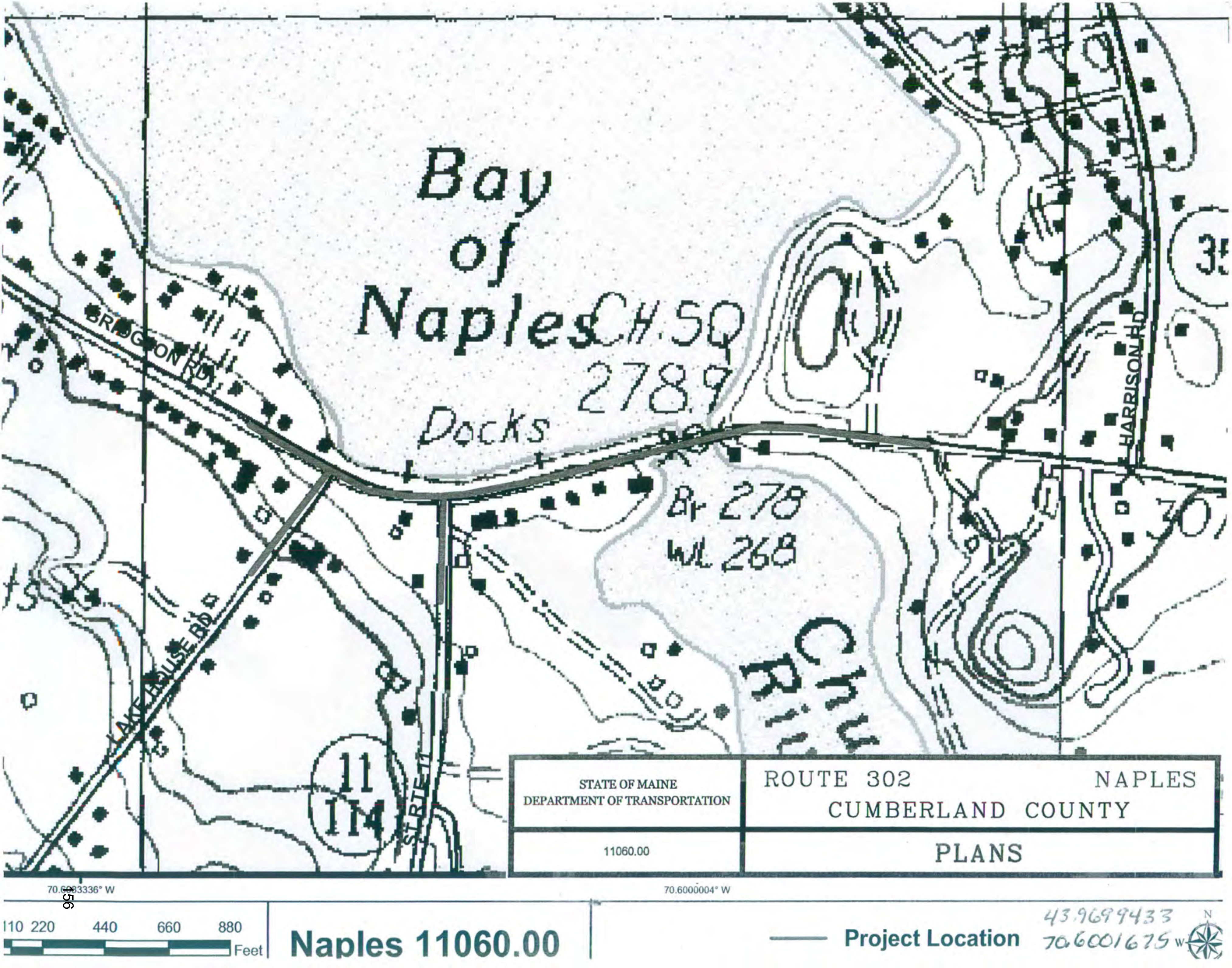
3. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

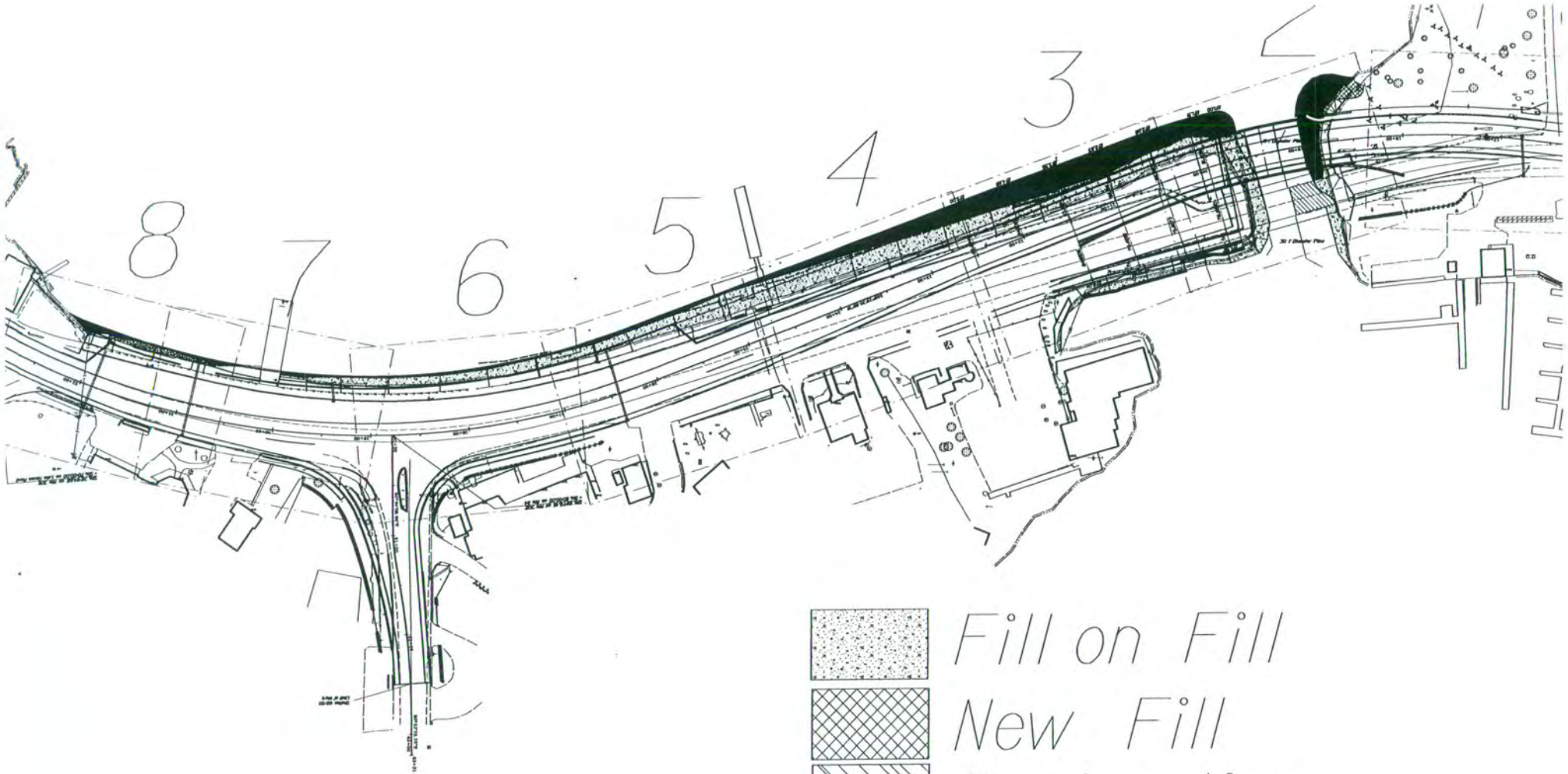
4. Mitigation shall consist of payment of $51,697.14 to the Natural Resource Mitigation Fund. The Corps will provide a completed ILF Project Data Worksheet which must be mailed with a cashiers check or bank draft, made out to "Treasurer, State of Maine", with the permit number noted on the check. The check and worksheet should be mailed to: ME DEP, Attn: ILF Program Administrator, State House Station 17, Augusta, ME 04333. **This authorization is not valid until** the permittee provides the Corps with a copy of the check, with the permit number noted on the check. The ILF amount is only valid for a period of one year from the date on the authorization letter. After that time, the project would need to be reevaluated and a new amount determined.

5. In order to minimize potential impacts to fisheries and local water quality, the permittee shall comply with the following time of year restrictions:

a. At the bridge site, in water work shall be conducted from July 15 to October 1 of any year with the exception of pile driving which may occur from December 1 to October 1. Piles may be removed from June 1 to October 1 of any year.

b. Along the approach causeway, piles may be driven and removed at any time of the year.


Bay of Naples
CH.SQ 2789
Docks
Br 278
WL 268
Chu
Riv
BRIDGTON RD
HARRISON RD
LAKE HOUSE RD
ST RTE 11
11
114
35
302
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
11060.00
ROUTE 302
NAPLES
CUMBERLAND COUNTY
PLANS
70.6083336° W
70.6000004° W
110 220 440 660 880
Feet
Naples 11060.00
Project Location
43.96899433
70.6001675 W
N



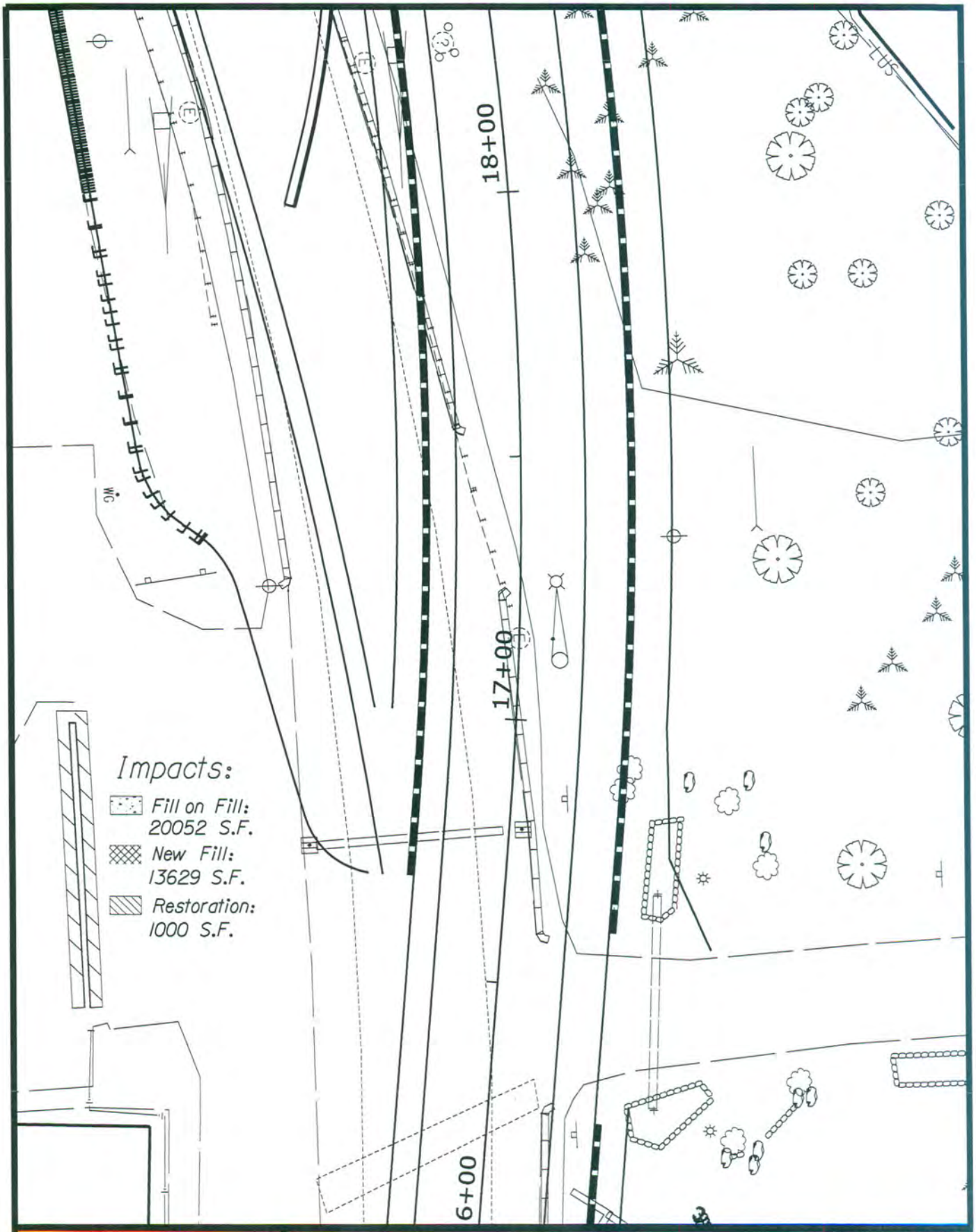
Fill on Fill

New Fill

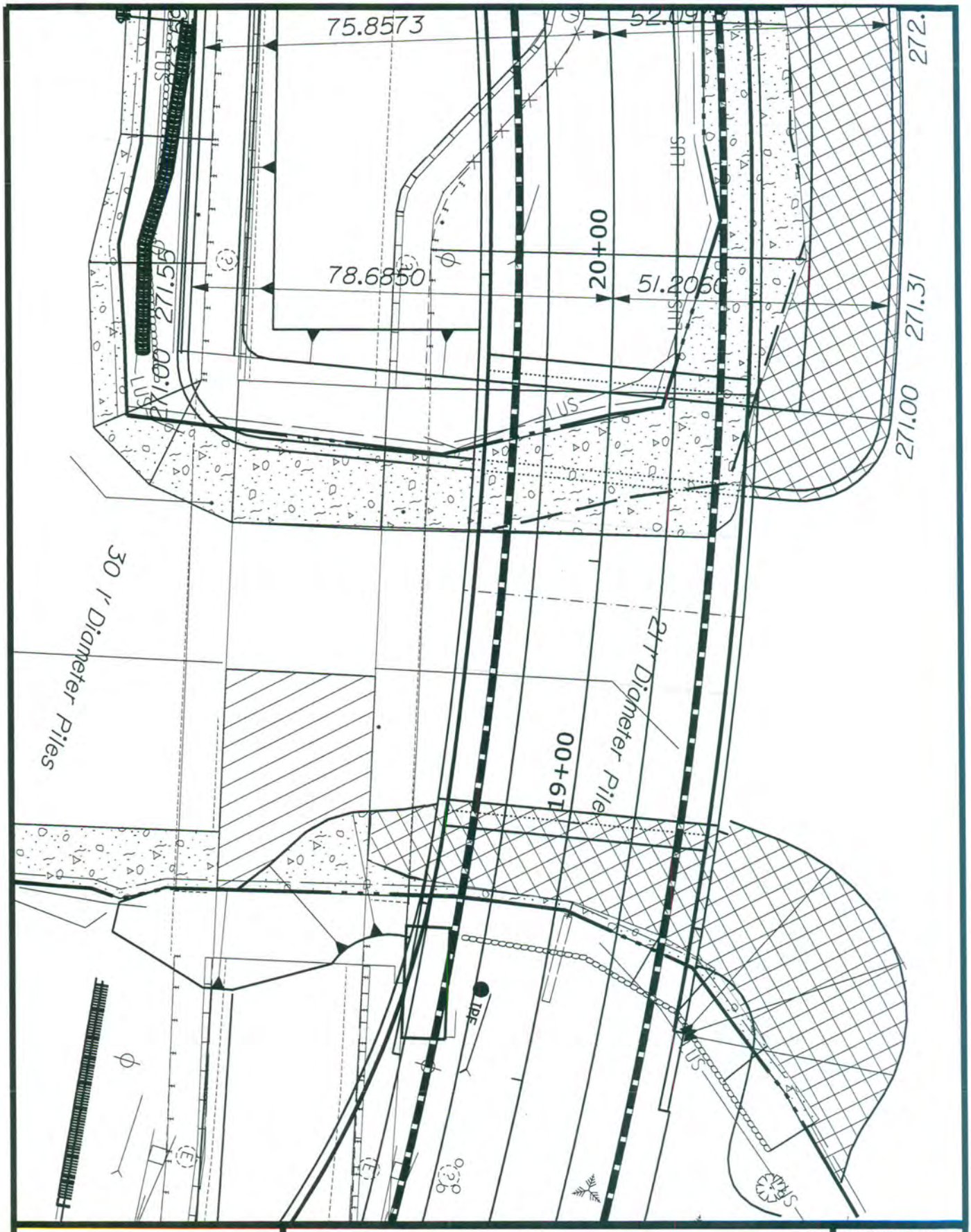
Restoration

Naples 11060.00 Index

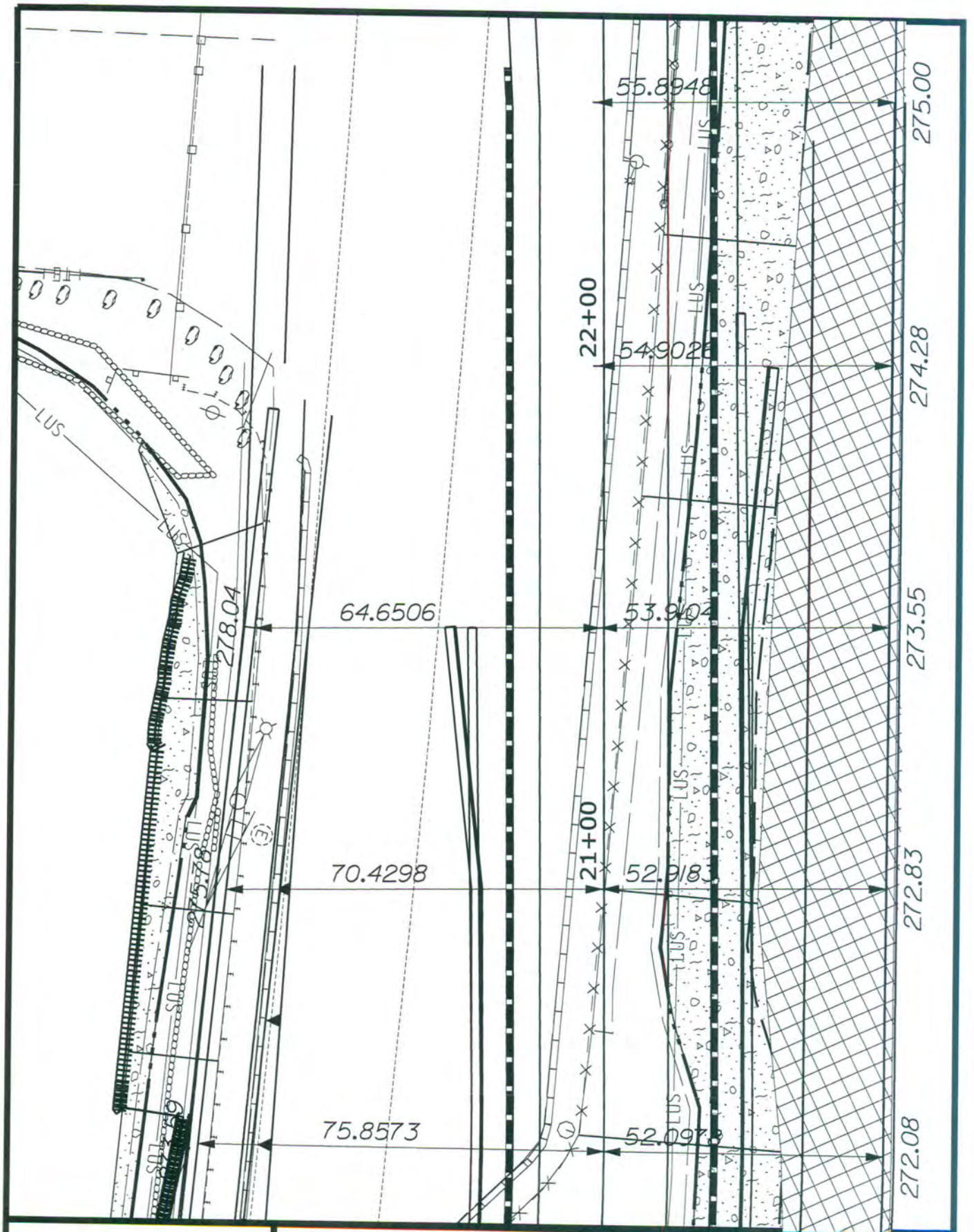
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY
11060.00	**PLANS**



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 1 OF8
11060.00	PLANS	

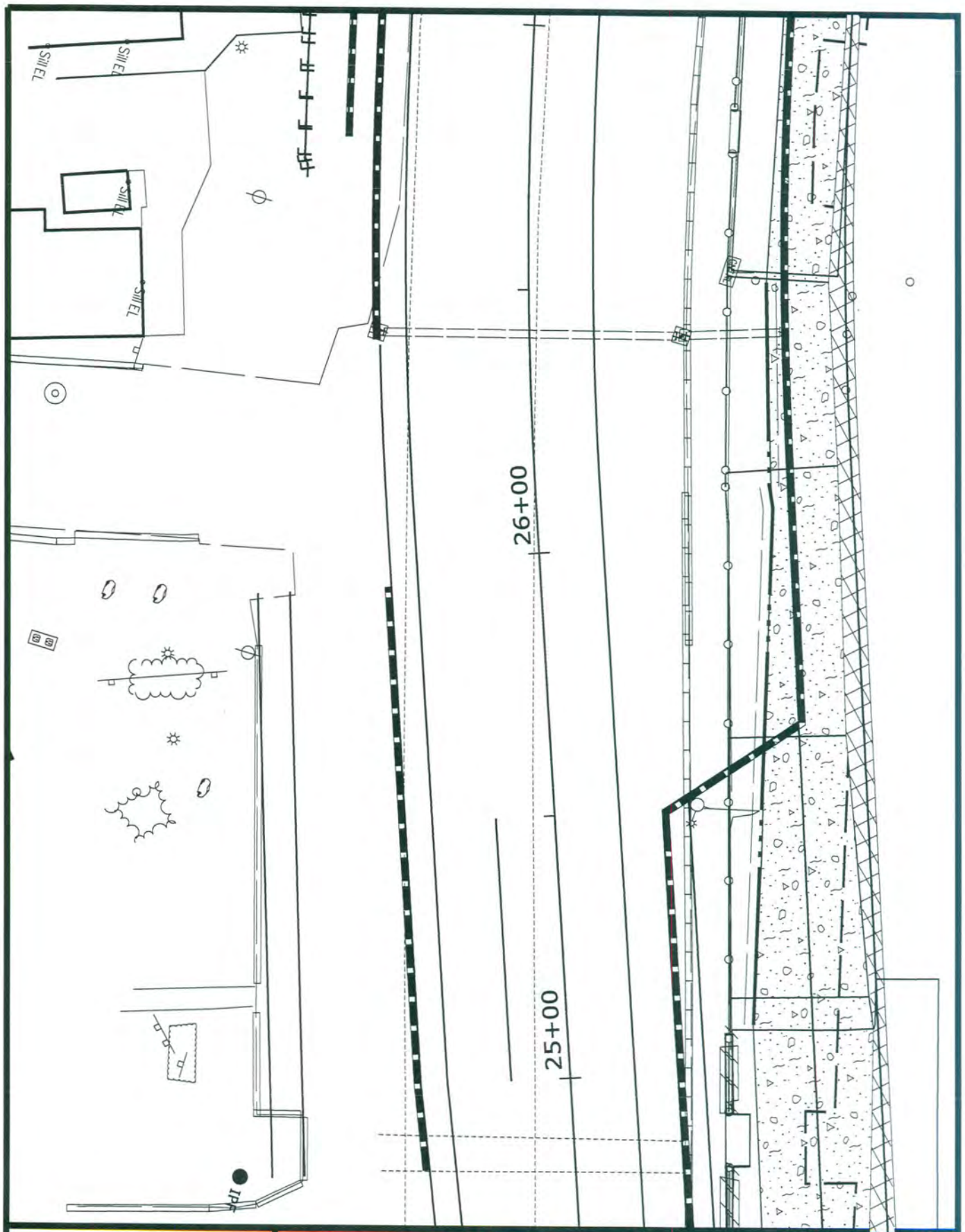


STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 2
11060.00	PLANS	OF8

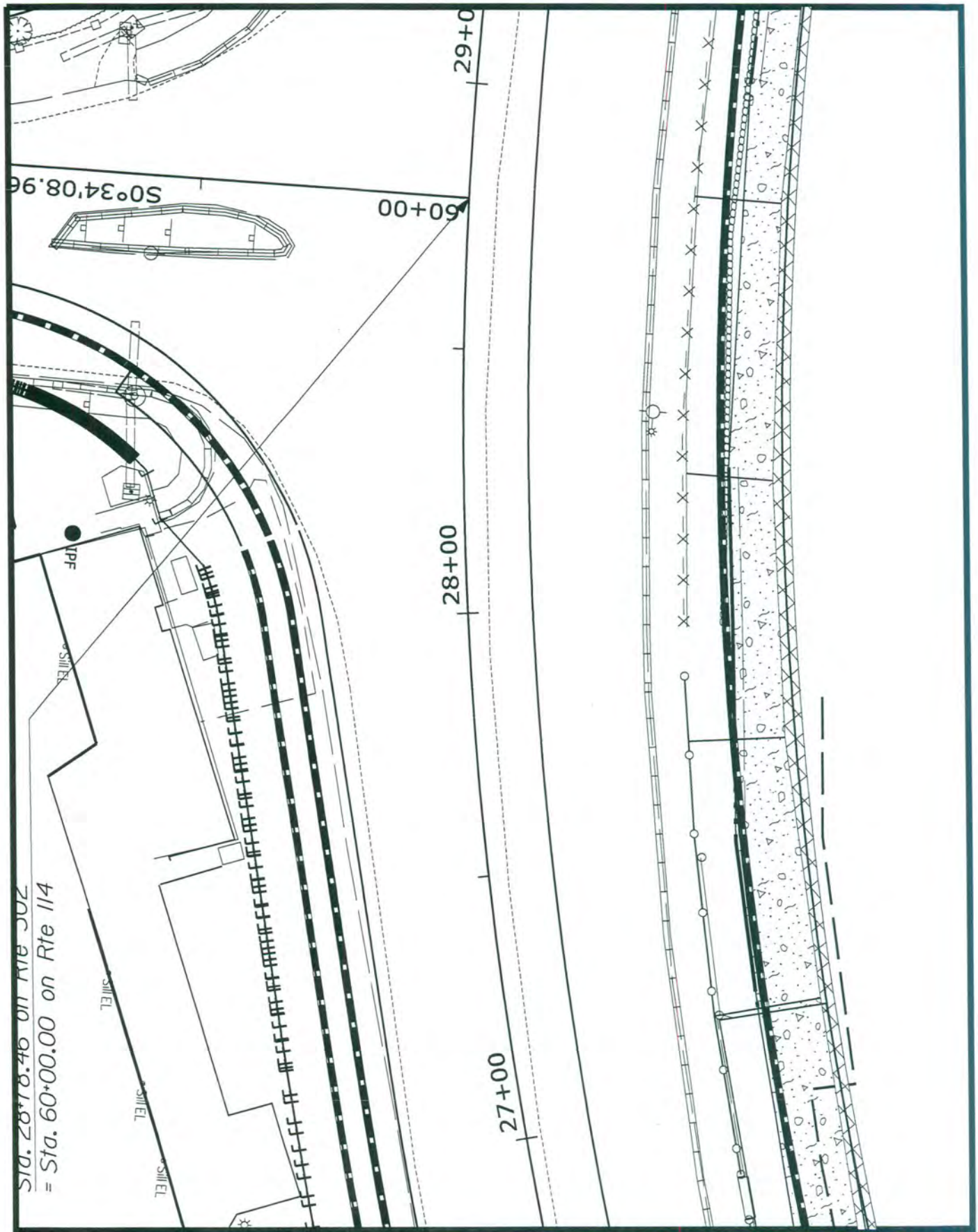


STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 3 OF8
11060.00	PLANS	

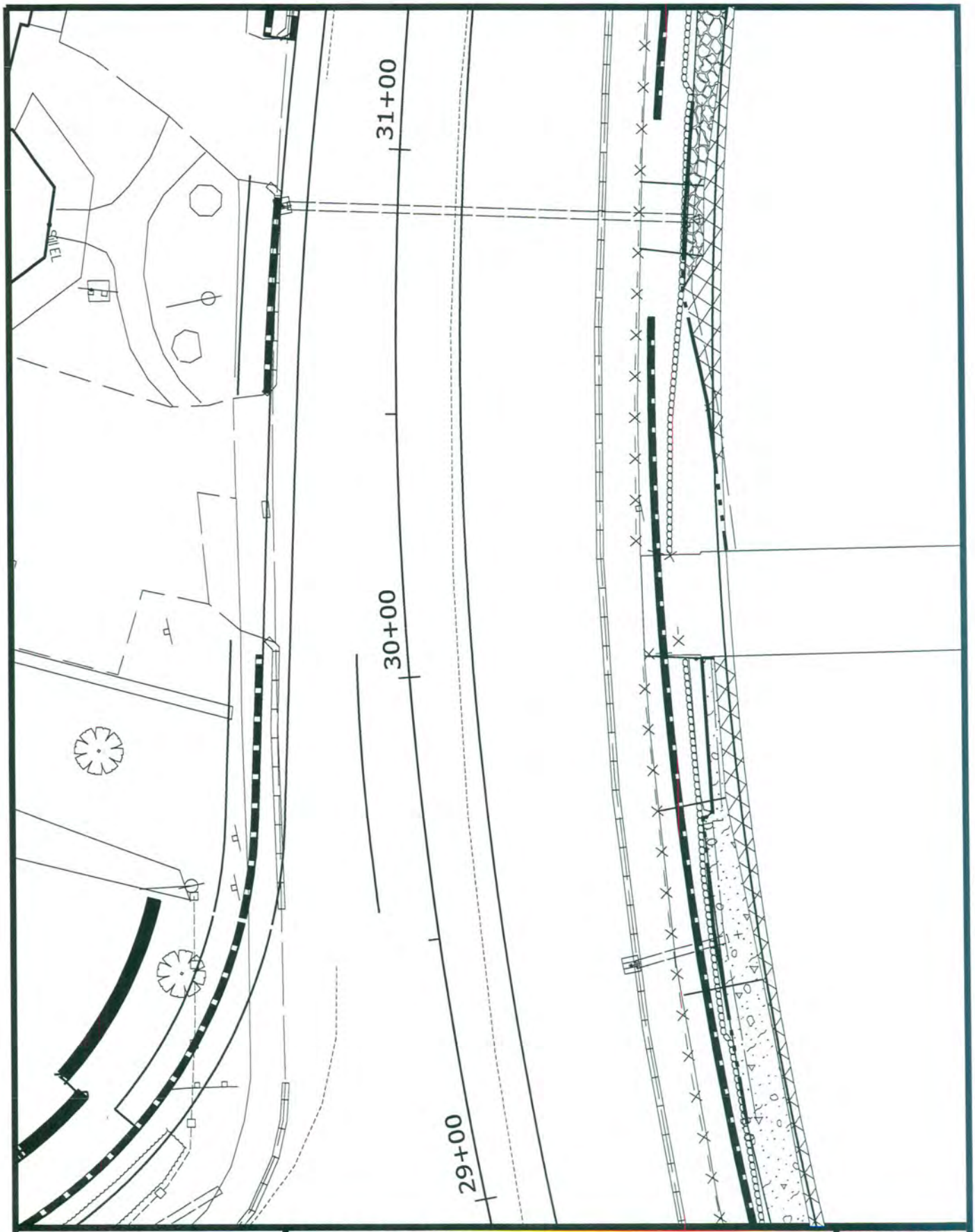
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 4
11060.00	PLANS	OF8



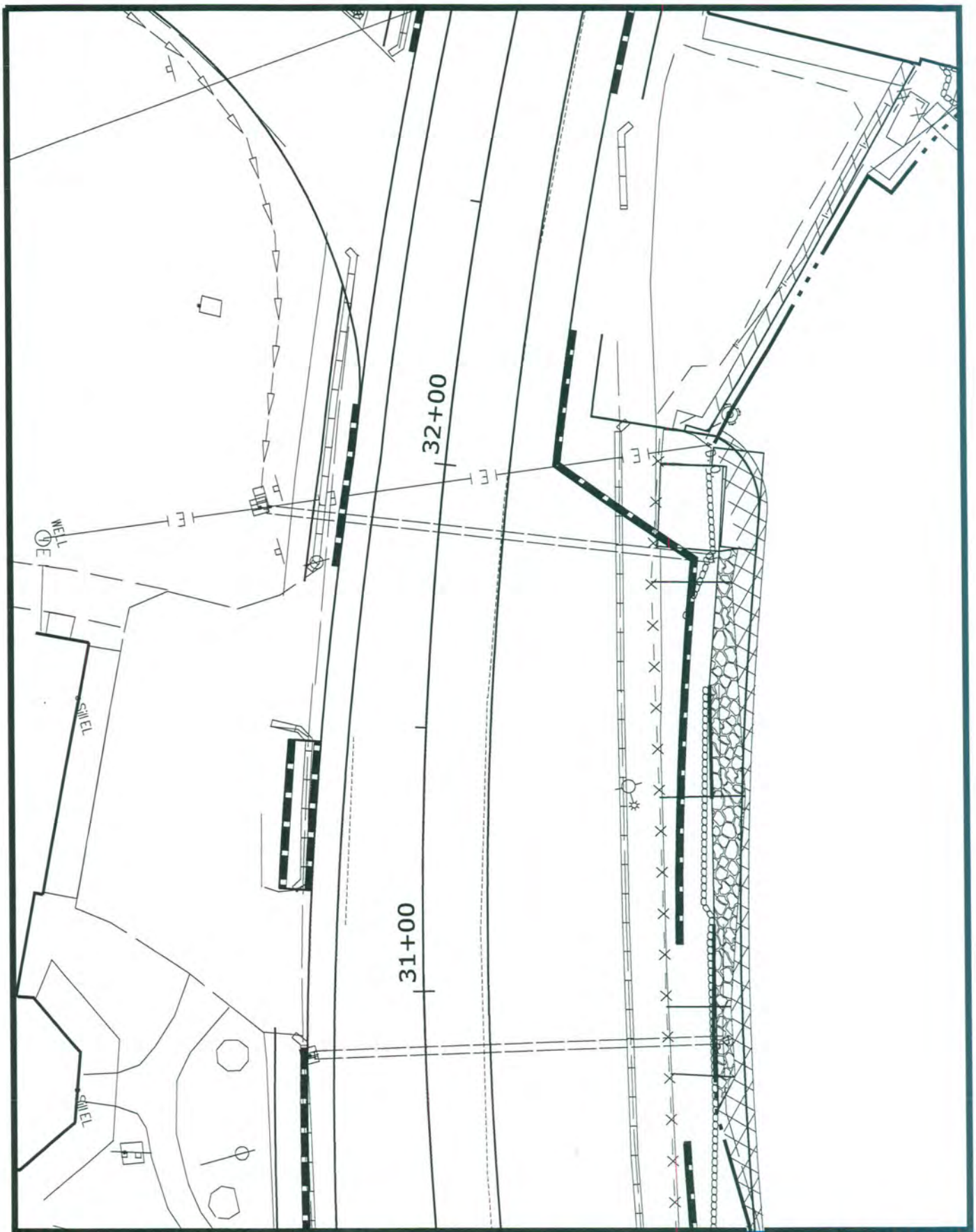
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 5
11060.00	PLANS	OF8



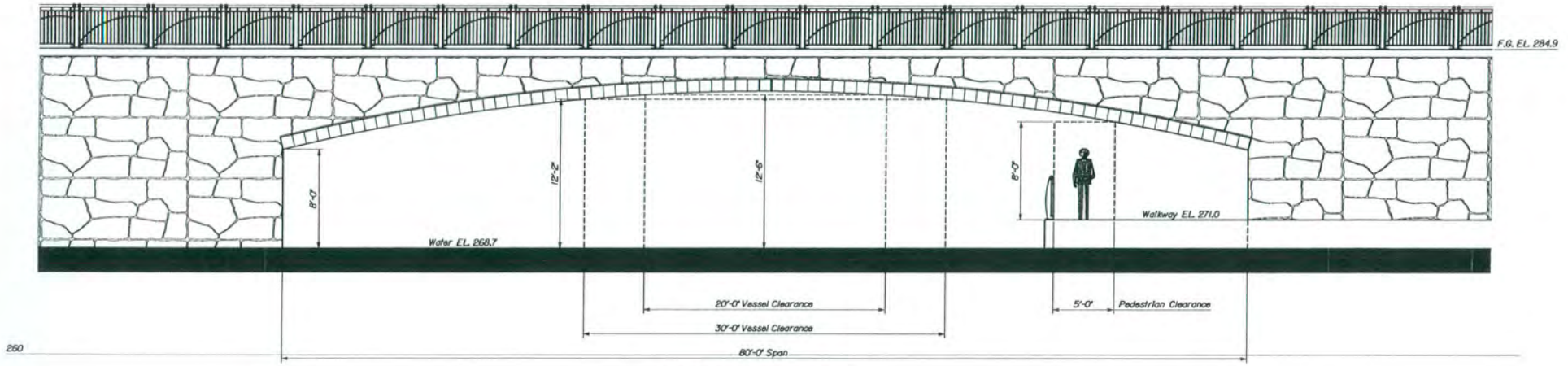
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 6
11060.00	PLANS	OF8



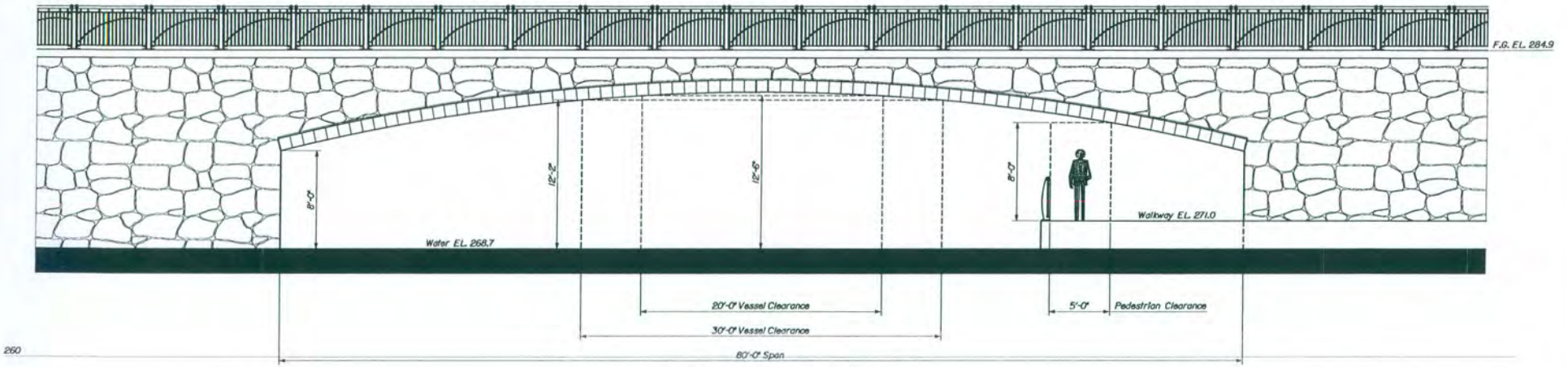
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 7
11060.00	PLANS	OF8



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 8 165 OF 8
11060.00	PLANS	



SUTTERS MILL ROCK PATTERN



RANDOM FIELD STONE PATTERN

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY
11060.00	PLANS

IN-LIEU-FEE (ILF) PROJECT DATA WORKSHEET

DEP Invoice # _____

[Note: Will be filled in by ILF Administrator in Augusta]

Project name: Bay Bridge Reconstruction Project, Naples

Applicant (s): MaineDOT

DEP/Corps permit #: DEP PBR # 49918 **Corps #** NAE-2008-03014

[Note: Please attach a PDF copy of the permit]

DEP ATS #: _____

ILF Contribution Amount $51,697.14

[Note: Please attach a PDF copy of the check]

Project address: Route 302 approximately 0.30 mile north of Route 35

[Note; Please attach a PDF map of project location]

Biophysical region: Sebago-Ossipee Hills and Plain Subsection

Size of total impact subject to compensation: 6,351 square feet

Resources Impacted: [*The resource table on page 2 MUST be filled in with all resource types impacted, amounts and functions.]*

Project manager: Deane Van Dusen (MaineDOT);
Marybeth Richardson/Mike Mullen (MDEP)
Jay Clement (Corps)

Note: The ILF Project Data Worksheet must be filled out by the PM within 3 days of receiving a contribution to the "Natural Resource Mitigation Fund" and faxed along with a copy of the check to James Cassida in Augusta at 287-7826. The distribution of ILF contributions is time sensitive.

The PM should also double check to make sure that the check has been routed to Augusta with the correct account number reference. The account # for the ILF program is 014.06A.1776.14

Resource(s) Impacted:

Resource Type: (Wetlands by NWI Type (PFO, PSS, M1, M2, E1, E2, etc), significant vernal pool (SVP), shorebird feeding & staging habitat (Shorebird), inland waterfowl & wading bird habitat (IWWH), tidal waterfowl & wading habitat (TWWH), and river, stream, or brook (RSB).

Wetland Functions & Values: Groundwater recharge/discharge (GWR); floodflow alterations(FF); fish & shellfish habitat(FSH); sediment toxicant retention (STR); nutrient removal (NR); production export (PE); sediment/shoreline stabilization (SS); wildlife habitat (WH); recreation (R); education/scientific value (ESV); uniqueness/heritage (UH); and visual quality/aesthetics (VQ).

Types of impacts: may include filling, dredging, vegetation conversion (e.g. forested to shrub/scrub), others.

Resource type (list all that apply)	**Functions (for wetland impacts)** (list all that apply, by resource type)	**Type of Impact** (by resource type)	**Sq Feet Impacted** (by resource type)
LUBh*	FSH	Filling	6,351 square feet
* Contain Wetlands of Special Significance			
		Total square feet impacted	6,351

Applicant: General Public, State of Maine
Permit Number: NAE-2005-2164

Effective Date: October 11, 2005
Expiration Date: October 11, 2010

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 of 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 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, "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)

Federal Endangered Species & Essential Fish Habitat
National Marine Fisheries Service
One Blackburn Drive
Gloucester, Massachusetts 01939
(978) 281-9102
(978) 281-9301 (fax)

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

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

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

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)

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

for Christine J. Godfrey 10-11-05
District Engineer Date

APPENDIX A: DEFINITION OF CATEGORIES

A. INLAND WATERS AND WETLANDS	**Inland Waters and Wetlands:** 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[1] to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on the next page.)		
	CATEGORY 1	**CATEGORY 2**	**INDIVIDUAL PERMIT**
(a) NEW FILL/ EXCAVATION DISCHARGES	<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.] Provided: • In-stream (e.g., rivers, streams, brooks, etc.) work limited to Jul 15 - Oct 1 • 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. • Waterway crossings shall comply with GC 22. • Projects covered by a DEP Tier One permit with no cumulative impacts >15,000 SF in inland wetlands from previous permits, unauthorized work, and/or other state permits. • Subdivision fill complies with GC 5, Single and Complete Projects (see Page 7). This category excludes: • Dams, dikes or activities involving water diversions.[2] • Non-State approved sediment releases/sluices from dams. • Open trench excavation in flowing waters (see GC 22, Page 12).	4,300 SF to <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.) Includes: 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. Projects with proactive restoration as a primary purpose with impacts of any area ≥4,300 SF. The Corps, in consultation with State & Federal agencies, must determine that net adverse effects are not more than minimal. 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.	≥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).[5] EIS required by the Corps. In-stream work exceeding Category 2 limits.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
	• 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. • Work in Special Inland Waters or Wetlands[3] (vernal pools). • Work in special aquatic sites (SAS)[4] other than wetlands. • Work within ¼ mile of a Wild and Scenic River (see GC 12, Page 9). • Work on National Lands (see GC 9, Pg. 9). • Work affecting threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).		
(b) BANK STABILIZATION PROJECTS	Inland bank stabilization <100 FT long and <1 CY of fill per linear foot below OHW. Provided: • In-stream work limited to Jul 15 - Oct 1. • No work in special inland waters & wetlands[3] and SAS[4]. • No open trench excavation in flowing waters (see GC 22, Page 12). • No structures angled steeper than 3H:1V allowed. Only rough-faced stone or fiber roll revetments allowed. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH (see GC 11, Page 9).	Inland bank stabilization ≥100 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use. *Conditions of the original authorization apply, however minor deviations in fill design allowed.[6]	Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use.	Replacement of non-serviceable fill, or repair/maintenance of serviceable fill, with expansion ≥1 acre.

II. NAVIGABLE WATERS	**Navigable Waters of the United States:** 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[1] to tidal waters are also reviewed in this Navigable Waters section.		
	CATEGORY 1	**CATEGORY 2**	**INDIVIDUAL PERMIT**
(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[4]. Permanent fill or excavation <1,000 SF in SAS[4]. Permanent fill and/or excavation ≥1,000 SF in SAS[5] 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[4]. Permanent fill or excavation ≥1,000 SF in SAS[4] 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[6]	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.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(c) DREDGING AND ASSOCIATED DISPOSAL	Maintenance dredging for navigational purposes <1,000 cy with upland disposal. Includes return water from upland contained disposal area. Provided: • Proper siltation controls are used. • Dredging & disposal operation limited to November 1 - January 15. • No impact to special aquatic sites[4]. • No dredging in intertidal areas. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).	Maintenance dredging ≥1,000 CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Provided: • 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 3) open water & confined aquatic disposal, if Corps, in consultation with Federal and State agencies, finds the material suitable.	Maintenance dredging and/or disposal (any amount) in or affecting a SAS[4]. See II(a) above for dredge disposal in wetlands or waters. New dredging ≥25,000 CY, or any amount in or affecting SAS[4]. 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.
(d) MOORINGS	Private, non-commercial, non-rental, single-boat moorings authorized by the local harbormaster. Provided: • Not associated with any boating facility[7] • Not located in a Federal Navigation Project other than a Federal Anchorage. Moorings in Federal Anchorage not associated with a boating facility[7]. • No interference with navigation • Not located in vegetated shallows[8] • Within ¼ mile of the owner's residence or a public access point.[9] 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.	Moorings associated with a boating facility[7]. Moorings that don't meet the terms in Category 1 and don't require an Individual Permit. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits[10] of a Corps Federal Channel. (See Appendix B.) The buffer zone is equal to three times the authorized depth of that channel.	Moorings within the horizontal limits[10], 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. Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(e) STRUCTURES AND FLOATS	Reconfiguration of existing authorized structures or floats. Provided: • Structures not positioned over vegetated shallows[8] or salt marsh. • Floats supported off substrate at low tide. • No dredging, additional slips or expansion. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9)..	Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent) Expansions to existing boating facilities[7]. Compliance with the following is recommended, but not required: • Pile-supported structures <400 SF, with attached floats totaling ≤200 SF. • Bottom anchored floats ≤200 SF. • Structures are ≤4' wide and have at least a 1:1 height:width ratio[11]. • Floats supported above the substrate during all tides. • Structures & floats not located within 25' of any vegetated shallows[8]. • Moored vessels not positioned over SAS[4]. • No structure located within 25' of the riparian property boundary. • No structure extends across >25% of the waterway width at mean low water. • Not located within the buffer zone of the horizontal limits[10] of a Corps Federal Navigation Project (FNP) (See App. B). The buffer zone is equal to three times the authorized depth of that FNP.	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). Structures and floats associated with a new or previously unauthorized boating facility[7]. Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.
(f) MISCELLANEOUS	Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued. 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)."	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.	EIS required by the Corps. 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.

	Oil spill clean-up temporary structures or fill. Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4) Scientific measurement devices and survey activities such as exploratory drilling, surveying and sampling activitities. Does not include oil and gas exploration and fill for roads or construction pads. Shellfish seeding (brushing the flats[12]) projects. Provided: • No work in National Wildlife Refuges. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).	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: www.maine.gov/dmr/aquaculture/index.htm.	Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.

[1] **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 natur or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary highwater mark and above th 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."

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

[3] **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.

[4] **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows.

[5] **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 basi

[6] **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, rehabilitatior or replacement are minimal. No seaward expansion for bulkheads or any other fill activity is considered Category 1 maintenance. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

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

[8] **Vegetated Shallows:** Subtidal areas that support rooted aquatic vegetation such as eelgrass

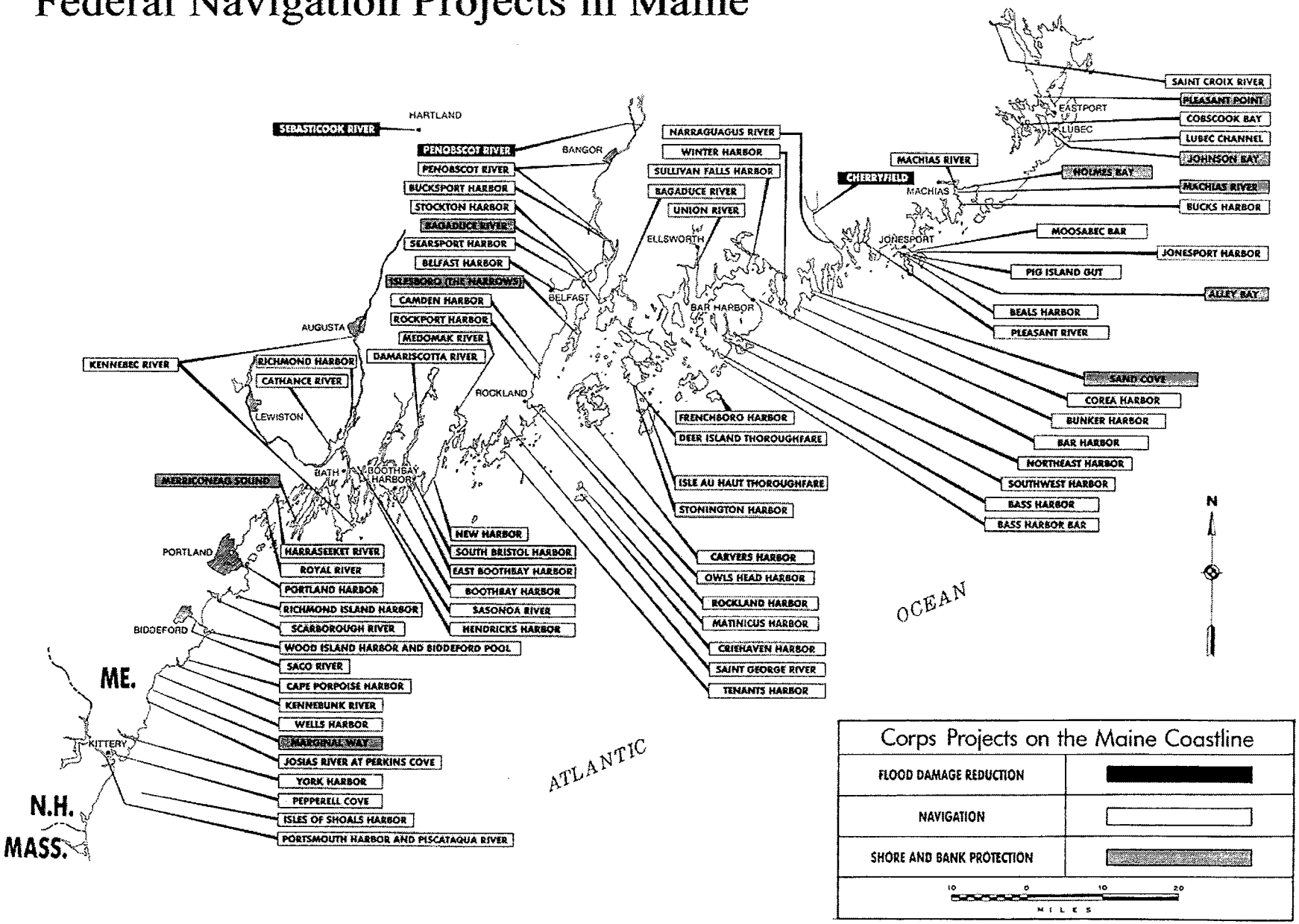
[9] **Mooring Location:** Cannot be at a remote location to create a convenient transient anchorage.

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

[11] **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.

[12] **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



October 27, 2009
Supersedes February 2, 2009

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

Detail #	Description	Revision Date
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
502(12)	Precast Concrete Desk Panels	9/09
504(22)	Diaphragm & Crossframe Notes	9/09

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:

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:

From	Up to and	Amount of Liquidated

More Than	Including	Damages per Calendar Day
$0	$100,000	$225
$100,000	$250,000	$350
$250,000	$500,000	$475
$500,000	$1,000,000	$675
$1,000,000	$2,000,000	$900
$2,000,000	$4,000,000	$1,000
$4,000,000	and more	$2,100

SECTION 108
PAYMENT

Remove Section 108.4 and replace with the following:

"108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the dated the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department."

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: "Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. 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 Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: "The Contractor is not entitled to compensation or reimbursement for any of the following items:

A. Total profit or home office overhead in excess of 15%,
B. ……."

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. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead.."

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

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

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

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

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

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

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

SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203
EXCAVATION AND EMBANKMENT

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

Delete the entire Section 203.041 and replace with the following:
"203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

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

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

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

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

SECTION 502
STRUCTURAL CONCRETE

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

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

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

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may ……"
502.10 Forms and False work

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.
Third paragraph; delete the entire paragraph which starts "When the ambient temperature…."
Fourth paragraph; delete "approved" to now read "…continuously wet for the entire curing period…"

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

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

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

SECTION 503
REINFORCING STEEL

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

SECTION 504
STRUCTURAL STEEL

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

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

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

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

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

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

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

SECTION 609
CURB

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

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

Add the following paragraph to Section 610.02:
"Materials shall meet the requirements of the following Sections of Special Provision 703:

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

Add the following paragraph to Section 610.032.a.
"Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source."

Add the following paragraph to Section 610.032.b:
"Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source."

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

SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content	Percent by Volume
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 warranteed against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost."

SECTION 627
PAVEMENT MARKINGS

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

SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor's own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor's own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SECTION 639
ENGINEERING FACILITIES

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

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

639.09 Telephone Paragraph 1 is amended as follows:
"The contractor shall provide **two** telephone lines and two telephones,…."

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

SECTION 652
MAINTENANCE OF TRAFFIC

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

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices

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

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

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' 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 15º 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…"
Add the follow to the list of requirements: "k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site."
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." Add the following as the last sentence: "The creation and modification of the TCP will be considered incidental to the related 652 items."

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 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2."

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."

Add the following:
"652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read "RUMBLE STRIP CROSSING" with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them."

652.6 Nightwork Delete this section entirely and replace with the following:
"652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: http://www.sunrisesunset.com/usa/Maine.asp . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

The following minimum light levels are required for Night Work lighting;

Level I: (5 foot-candles)

- All work operations by Contractor's personnel in areas of general construction operations, including layout and measurements ahead of the actual work, , cleaning and sweeping, , and seeding.
- Areas where crew movement may take place.
- Stockpile areas.
- At the area of lane closure, continuously through the lane closure, including the setup and removal of the closures.
- State Field Offices and facilities.

Level II: (10 foot-candles)

- On and around (360 degrees) construction equipment in the work zone.
- 50 feet ahead of, 100 feet behind, and along the sides of paving or milling machines in the work zone.

Level III: (20 foot-candles)

- Flagging Stations
- Pavement or structural crack and pothole filling.
- Pavement patching and repairs.
- Installation of signal equipment, or other electrical or mechanical equipment.
- Curb work, drainage, sidewalk work, excavation, landscaping, and any other work using ground labor, supervision, or inspection.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360º. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The 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.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

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^2 [80 lb/ft^2] ground contact pressure…" to "…crawler type bulldozer of not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact pressure…"

653.06 Compaction In the last sentence; change "…not more than 390 kg/m^2 [80 lb/ft^2] ground contact…" to "…not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact…"

SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656

and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIALS

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

SECTION 703
AGGREGATES

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

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

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

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

AGGREGATE GRADATION CONTROL POINTS

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

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

GRADATION CLASSIFICATION

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
⅜ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: "Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or

previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use."

703.22 Underdrain Backfill Material Change the first paragraph from "…for Underdrain Type B…" to "…for Underdrain Type B and C…"

Replace subsections 703.25 through 703.28 with the following:
"703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

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

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

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

Add the following paragraph:
"703.32 Definitions (ASTM D 2488, Table 1).
Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces
Subrounded: Particles have nearly plane sides but have well-rounded corners and edges
Rounded: Particles have smoothly curved sides and no edges"

SECTION 706
NON-METALLIC PIPE

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

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

SECTION 710
FENCE AND GUARDRAIL

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

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

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

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

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

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

SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: "Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans."

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 [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the

batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

****

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.

****

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 that 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.

****

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 make 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 sat 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

****

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 by 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.

****

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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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 that $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.

****

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.

****

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.

****

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.

****

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

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

MaineDOT

Environmental Summary Sheet*

Pin: **11060.00** **Date Submitted:** 7/12/2010
Town: **Naples**
CPD Team Leader: Ben Condon/Kristen Chamberlain

NEPA Complete: 6/21/2010 (Individual CE)

☒ **Section 106**
SHPO Concurrence: No adverse effect

☒ **Section 4(f) and 6(f)**
Section 4(f)
Review Complete: No Use
Section 6(f)
No Properties

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**
Essential Habitat Not Applicable

☒ **Section 7**
Not Applicable

☒ **Maine Department of Conservation/Public Lands, Submerged Land Lease**
Submerged Lands Lease not required for bridge construction or approaches.

☒ **Maine Land Use Regulation Commission**
Not Applicable

☒ **Maine Department of Environmental Protection**
Permit by Rule (PBR) #49918* with Mitigation (In-Lieu Fee Payment)

**Applicable Standards and Permits are included with the contract*

☒ **Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
Category 2*

**Applicable Standards and Permits are included with the contract*

☒ **Coast Guard**
Not Applicable
**Applicable Standards and Permits are included with the contract*

☒ **Special Provisions Required**

Special Provision 105-Timing of Work Restriction	N/A☐	Applicable☒
Special Provision 656-Erosion Control Plan	N/A☐	Applicable☒
Special Provision 203-Dredge Spec	N/A☒	Applicable☐

Will generate more than 100 cubic yards but project meets sieve analysis exemption (<15% fines). Therefore material can be used beneficially on site.

General Note for Hazardous Waste	N/A☐	Applicable☐
Special Provision 203-Hazardous Waste	N/A☐	Applicable☒
Special Provision 105.9-Historic and Archeological	N/A☐	Applicable☐

**All permits and approvals based on plans/scope as of: 4/6/2010*

TECHNICAL SPECIFICATIONS

For

NAPLES FIRE SUPPRESSION SYSTEM

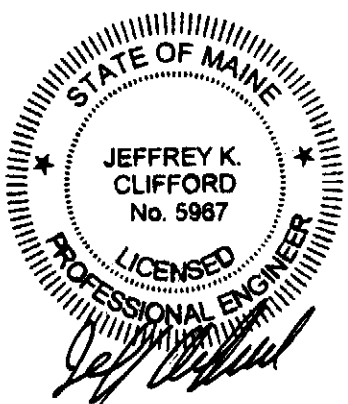
PHASE 1 – WATER MAIN

For the

TOWN OF NAPLES

NAPLES, MAINE

JULY 2010



Prepared by:

Altus Engineering, Inc.
133 Court Street
Portsmouth, NH 03801

Phone: (603)-433-2335

NAPLES BAY BRIDGE

MDOT Project BH-A106(000)
Bridge No. 2047

TECHNICAL SPECIFICATIONS

For

NAPLES FIRE SUPPRESSION SYSTEM

PHASE 1 - WATERMAIN

TOWN OF NAPLES

NAPLES, MAINE

JULY 2010

PIN 11060.00

NAPLES FIRE SUPPRESSION SYSTEM
PHASE 1 – WATER MAIN

TABLE OF CONTENTS

END OF SECTION

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

A. The work to be completed includes, but is not limited, to construction and installation of the following in accordance with the Drawings and Technical Specifications.

1. 8-inch and 12-inch PVC water mains
2. 12-inch HDPE horizontal directional bore river crossing
3. 12-nch DI water main sections at each end of HDPE pipe
4. Fire hydrant assembles
5. Flushing valve assembles
6. Pipe couplings, fittings, valves, sleeves, thrust restraint and associated hardware

B. The work to be completed includes also includes:

1. Erosion and Sediment Control
2. Restoration of all properties both public and private
3. Shoreline restoration
4. Pressure and leakage testing
5. Record drawings

C. The water main Work described herein must be coordinated with the reconstruction of the Naples Bay Bridge by the Maine Department of Transportation.

1.2 CONTRACTOR'S RESPONSIBILITIES

A. The General Contractor shall have the following responsibilities:

1. Complete all work in accordance with the bid documents within the allotted time schedule and maintain required warranties. Provide and pay for all labor, materials, equipment, tools, machinery, water, heat, other facilities and services necessary for proper execution and completion of the work.
2. Protect against vandalism. All losses incurred through vandalism shall be reimbursed by the Contractor or Contractor's insurance company.
3. Coordinate with the Town of Naples (Owner) and the Maine Department of Transportation (MDOT) including securing any required permits, on all work accomplished within Town and state roadway rights-of-way.
4. Perform all work within State right-of-way or limits of Town property as shown on the drawings unless written authorization is provided for occupation of private properties.
5. Coordinate activities involving other utilities with the respective utility company.
6. Secure site and protect public from hazardous conditions resulting from construction at all times
7. Site safety: provide a safe work place for workers, engineer, Town and public.
8. Attend pre-construction public meeting which must include Site Superintendent responsible for water main installation.
9. Remove snow at job site.

10. The Contractor shall notify the Engineer in writing when, in his opinion, a portion of the construction is ready to be accepted by the Town. After inspection of the work the Engineer will either recommend that the Town accept the portion of construction or shall identify remedial work needed to be performed by the Contractor.

B. All damage to existing or accepted equipment or structures, as a result of the Contractor's or his Subcontractor's operations shall be paid by the Contractor at no additional cost to the Town.

C. All damage to existing structures, as a result of digging test pits, shall be paid by the Contractor. All materials shall be the responsibility of the Contractor.

D. The Contractor shall review the plans for the proposed water main construction prior to initiating any work. MDOT and the Engineer shall be notified in writing of any discrepancies or conflicts shown or not shown on the Drawings.

E. The Contractor shall notify and coordinate with the utility companies to relocate utility services or mains which interfere with the proposed water main. The Contractor shall bear all costs for addition inspection requirements imposed by utilities, MDOT, or other regulatory agencies. In addition, the Contractor shall bear all costs of temporary facilities, water main adjustment, utility protection and utility relocation required as a result of this project.

F. The Contractor shall submit to the Engineer and MDOT for review and acceptance a complete schedule of their proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor’s plans for phasing any of the water line work. The Contractor shall also submit a schedule of values for all work associated with the water line installation and testing.

PART 2 - PRODUCTS

(NOT PART OF THIS SECTION)

PART 3 - EXECUTION

3.1 WORK SEQUENCE

A. It is the intention that work required to be completed under this Contract be performed in an organized and workmanlike manner. Construction areas shall be restored as soon as practical in an effort to minimize disturbance to private and public property. Contractor shall be held responsible for scheduling work to meet these objectives.

B. The Contractor shall coordinate the water main work with the Naples Bay Bridge reconstruction project.

C. Upon completion of the work, the Contractor shall submit a set of as-built drawings, in electronic format acceptable to the Owner and MDOT, detailing the materials and equipment installed and swing ties of buried pipe, valves and bends.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Payment for the water main work shall be made to the Contractor on the lump sum contract amount in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed for the water main work.

B. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine and agree upon the quantities of work accomplished and/or completed during the work day. The Resident Project Representative will then prepare a Field Report which shall be signed by both the Resident Project Representative and Contractor's Representative indicating complete agreement and approval of the quantities listed.

C. Once each month the Resident Project Representative will prepare a summation (from the month's accumulation of daily quantities) which shall also be signed by both the Resident Project Representative and Contractor's Representative indicating complete agreement and approval of quantities listed.

D. The completed forms will provide the basis upon which payment will be made. Items not appearing on both the Field Report and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.

1.2 SCHEDULE OF VALUES:

A. At least 14 days before the first Application for payment the Contractor shall submit to the Engineer a schedule of values allocated to lump sum item(s), prepared is such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor’s Application for Payments.

B. Provide a break down of lump sum item in sufficient detail to facilitate continued evaluation of Applications of Payment and progress reports. The schedule of values shall at a minimum, show line items for the items listed in the Water Main Quantities table on Drawing No. 145.

C. Update the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 SCOPE OF PAYMENT

A. The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work and for performing all work included in the contract; for all loss or damage arising from the nature of the work, or from the action of the elements; or from any unforeseen difficulties which may be encountered during the

prosecution of the work and until its final acceptance by the Engineer; and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

B. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for damage due to such defects.

1.4 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses. Payment shall be made subject to the provisions of the Supplemental and General Conditions.

1.5 PAYMENT FOR MATERIAL DELIVERED ON LUMP-SUM PROJECTS

A. At the discretion of the Owner, upon the request of the Contractor, may prepare an invoice, accompanied by receipted bills for payment of all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into lump sum type contracts, and which have been delivered to the site of the work or in acceptable storage places, and not used at the time of such invoice. Materials, when so paid for by the Owner, shall become the property of the Owner, and in the event of default on the part of the Contractor, the Owner may use, or cause to be used, these materials in the construction of the work provided for in the contract. The Contractor shall be responsible for any damage to, or loss of, these materials in accordance with Contract insurance requirements. The amount thus paid by the Owner shall go to reduce estimated amounts due the Contractor as the material is used in the work.

B. No partial payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures of any kind which are not a permanent part of this contract.

1.6 FINAL PAYMENT

A. The Engineer shall make, as soon as practicable after the completion of the project, a final quantity invoice of the amount of work performed under the Contract and establish the value of such work.

C. Owner shall make final payments of the sum found due less any retainage per the provisions of the General and Supplementary Conditions.

1.7 DESCRIPTION OF PAY ITEMS

A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid (form).

1.8 Item No 890.01 SPECIAL WORK NO. 1 (FIRE SUPPRESSION SYSTEM)

A. Payment of the lump sum price for Bid Item No. 890.01 shall be full compensation for furnishing and installing all labor, materials, tools and equipment necessary for all work on the project as indicated on the Drawings and as specified and appurtenances.

B. The work shall include furnishing and installing the water main, tracer wire, hydrants, valves, utility boxes, thrust blocks, fittings, sleeves, bends and incidental work. The

lump sum price shall also include all necessary earth excavation, bedding, backfill, compaction, cleaning and testing and other incidental work.

C. The lump sum price shall include full compensation for all construction dewatering work required to install the pipe
D. The lump sum price shall include full compensation horizontal directional bore river crossing and associated work. The lump sum price shall also include disposal of drill cuttings and excess drilling fluids.
E. The lump price shall include the following incidental items:
    1. Bond, insurance and construction administrative costs.
    2. Mobilization and demobilization.
    3. Pre-construction digital photographs.
    4. All clearing, tree removal, grubbing, and stripping within the limit of work.
    5. Traffic regulation
    6. All signage
    7. Earthwork
    8. Thrust blocks
    9. Dewatering and treatment/filtering of discharge water.
    10. Cooperation and coordination with other contractors and utilities.
    11. Utility crossings and relocation
    12. Repair to all damaged drainage and utility structures resulting from water main construction.
    13. Steel and/or wood sheeting
    14. Water for construction purposes.
    15. All testing required by the contract.
    16. Restoration of property including loam, seed, mulch, turf establishment and driveway repairs
    17. Temporary erosion, dust, and sedimentation control measures other than items paid for under a separate item for the MDOT project
    18. Clean up and closeout of work.

PART 2 - PRODUCTS

(NOT PART OF THIS SECTION)

PART 3 - EXECUTION

(NOT PART OF THIS SECTION)

END OF SECTION

SECTION 01340- SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Submit to the Engineer: pre-construction video tapes, shop drawings, operation and maintenance manuals, manufacturers' certificates, project data, and samples required by the specification sections.

B. If stated in these Specifications that a substitute that is equal to any material or equipment specified may be furnished, and if the Contractor wishes to furnish or use a substitute, submit a written request to the Engineer for approval of the substitute. The Engineer shall be the judge of equality.

1.2 SHOP DRAWINGS

A. Shop Drawings are required for each and every element of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.

B. Shop Drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.

C. The Contractor shall submit to the Engineer seven (7) copies of Shop Drawings and approved data. The Engineer will retain four (4) copies (for Owner, Engineer and Resident Project Representative) and return three (3) copies to the Contractor for distribution to subcontractors, suppliers and manufacturers. If the Contractor requires more than three (3) then the number of copies submitted shall be adjusted accordingly.

D. The Contractor shall provide a copy of a completed submittal certification form which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.

E. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

F. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work

involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

G. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work where the design or details are dependent upon the design or details of work, materials, equipment or other features for which review is required.

H. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them

I. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to assure that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer.

J. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in the letter of transmittal.

K. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, the Contractor shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

L. A maximum of two (2) submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two (2) submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.

C. All submittals for proposed product substitutions of major must include a copy of the original contract specification section with a line-by-line comparison showing conformance to the specification and noting all discrepancies.

1.3 SAMPLES

A. The Contractor shall submit samples when requested by the Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.4 MANUFACTURER'S CERTIFICATES

A. Prior to accepting the installation, the Contractor shall submit manufacturer's certificates for each item specified.
B. Such manufacturer's certificates shall state that the equipment has been installed under either the continuous or periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative, and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction.
C. Certified performance test data will also be submitted to the Engineer as required by the specifications.

1.5 SUBMISSION REQUIREMENTS

A. Accompany each submittals shall be a transmittal letter containing the following:
    1. Date.
    2. Project title and number.
    3. Contractor's name and address.
    4. The number of each Shop Drawing, Project Data and Sample submitted.
    5. Notification of deviations from Contract Documents.
    6. Other pertinent data.
B. Submittals shall include:
    1. Date and revision dates.
    2. Project title and number.
    3. The names of:
        a. Engineer.
        b. Contractor.
        c. Subcontractor.
        d. Supplier.
        e. Manufacturer.
        f. Separate detailer when pertinent.
    4. Identification of product or material.
    5. Relation to adjacent structure or materials.
    6. Field dimensions, clearly identified as such.
    7. Specification section number.
    8. Applicable standards, such as ASTM number or Federal Specification.
    9. A blank space, 4" x 4", for the Engineer's stamp.
    10. Identification of deviations from Contract Documents.
    11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

12. Where specified, or when requested by the Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
13. Where specified, manufacturer's guarantee.

1.6 RESUBMISSION REQUIREMENTS

A. Revise initial drawings as required and resubmit as specified for initial submittal.
B. Indicate on drawings any changes which have been made other than those required by Engineer.

1.7 ENGINEER'S REVIEW

A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

PART 2 - PRODUCTS

2.1 CRITERIA

A. The following criteria will be used by the Engineer in determining the equality of the proposed substitutions:
   1. Adaptability to the design,
   2. Functional performance,
   3. Appearance (when applicable)
   4. Quality of materials,
   5. Strength of materials, and
   6. Complexity, frequency and cost of maintenance.

PART 3 - EXECUTION

3.1 ORDERING AND INSTALLING

A. Do not order and do not install any substituted material or equipment without the written approval of the Engineer.

3.2 RESULTING CHANGES

A. If proposed substitutions are judged as being acceptable, make all changes to structures, buildings, piping, electrical, and other items necessary to accommodate substitutions, at no additional cost to the Owner.
B Whenever it may be written that a manufacturer must have a specified period of experience with his product, a product which does not meet the specified experience period can be considered if the manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that product in the event of failure.

3.3 ENGINEERING SERVICES

A. If the Contractor requests substitutions which require design or other engineering services, the services will be provided by a Registered Professional Engineer in the state in which the project is located.

B. Any re-design required for substitutions shall be performed at the expense of the Contractor.

END OF SECTION

SECTION 02200-EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Complete the items of work, as shown on the Drawings and specified herein. The work shall include but not necessarily limited to the following:

1. Install and maintain erosion control systems.
2. Clear and grub within the limit of work lines, except trees, shrubs and planting designated on the Drawings to remain.
3. Strip all loam from areas to be paved and regraded, and stockpile in separate piles on site. Do not remove any loam or stripped gravel from the site, except as authorized by Owner.
4. Protect all trees, shrubs and planting designated on the Drawings to remain, for the duration of the Contract.
5. Protect all existing utility lines and utility structures for the duration of the work.
6. Perform all excavating and furnish all material necessary for filling and backfilling as required for the pavements, utilities, and related work to complete the work of this Contract, including the furnishing and compaction of additional material as needed.
7. Remove from the site only material which has been approved by the Engineer for off site disposal.
8. Establish final grades as indicated on the Drawings and specified herein.
9. Control surface water and groundwater in excavations. Perform all pumping and bailing necessary to maintain excavated areas free from water from any source. Discharge pumped water in accordance with regulatory requirements.
10. Perform cutting and removal of existing pavements to the extent indicated on the Drawings, and as required for the installation of new work of this Contract.
11. Furnish and install underground utilities and associated appurtenances to the extent indicated on the Drawings.
12. Coordinate work with all utility companies performing work at or near the site.

B. Requirements of Regulatory Agencies:

1. All work shall be performed and completed in accordance with regulations of local municipality and other county, state, national, or utility company standards as they apply.
2. The Contractor shall secure all necessary permits from, and furnish proof of acceptance by, the municipal and state departments having jurisdiction and shall pay for all such permits, <u>except</u> as specifically stated elsewhere in the Contract Documents.
3. The Contractor shall provide traffic control, including signage, flaggers and police officers, in accordance with regulations of the local municipality and

MDOT. Traffic control efforts will be modified as necessary to address the job conditions, flow of traffic, and time of day.

C. Benchmarks and Surveying:

1. The General Contractor shall:

a. Verify all locations, lines, grades, property lines, work lines, and other dimensioned points indicated on the Drawings for the work.
b. Protect construction base line and all other pre-established survey control points.
c. Perform all necessary survey layout for the project.

D. Grade and Elevations:

1. The Drawings indicate, in general, the elevations and alignment and invert grades of underground utilities. The Engineer, however, may require the Contractor to make such adjustments in grades and alignment as are found necessary in order to avoid interference, and adapt the piping to other special conditions encountered. Grading between indicated final grades shall be smooth even surfaces, except as otherwise required. Cover over pipes shall, in any case, conform to requirements of state and municipal agencies or utilities having jurisdiction.
2. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain same by means of a laser (or suitable stakes and battens, if slope is greater than two percent), placed as directed, specified, or required by the Engineer to properly perform the contract installation.

E. Finished Grades:

1. The words "finished grades" and “interim grades” as used herein, mean the required final grade elevations indicated on the Drawings. Where not otherwise indicated, areas shall be given uniform slopes between points for which finished grades are shown, or between such points and existing grade, except that vertical curves or rounding shall be provided at abrupt changes in slope.
2. The Drawings indicate, in general, the alignment and finish grade elevations. The Engineer however, may make such adjustment in finish grades and alignment as is found necessary.

1.2 JOB CONDITIONS

A. Disposition of Utilities:

1. Rules and regulations governing the respective utilities shall be observed in executing all work in this Section. Active utilities shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operation shall be removed, plugged or capped. Report in writing to the Engineer the locations of such abandoned utilities. *Extreme care shall*

be taken when performing work near existing utility lines, utilizing hand excavation in such areas, as far as practicable. If in the progress of excavation any utility should become damaged and result in any damage to public or private property, the Contractor shall restore to the original condition, at no additional cost to the Owner, anything that has been damaged or disturbed.

B. Off-Site Work:

1. This work shall conform to the requirements of the state and municipal authorities having jurisdiction over the roads and respective utilities, with regard to materials and methods. Should there by any conflict between requirements specified in this Section, and those of the authorities, the requirements of the respective authorities shall govern.
2. Notify the appropriate authorities in advance of commencing off-site work and any work in the public ways, and obtain permission to perform this work. Perform all work in the public ways in a manner required by the authorities having jurisdiction.

C. Shoring and Bracing:

1. Furnish, install and maintain in an effective condition until new work and backfilling has been completed, proper shoring, bracing, and other items required to protect foundations against settlement or movement of any kind due to the work performed hereunder.
2. Furnish, install, and maintain until no longer needed, shoring, bracing and other items required to retain the banks of excavations, to protect the work, and to insure the safety of workmen, property and the public.

D. Repairing Damage: Repair, or have repaired, all damage to existing utilities, structures, lawns. and other public and private property which results from construction operations, at no additional cost to the Owner, to the complete satisfaction of the Owner, Engineer, utility company, and the property owner.

E. Do not leave any trenches open overnight. Coverage with steel plates is acceptable.

F. Where Section 02200 is silent, the applicable sections of the MDOT “Standard Specifications” latest edition, shall apply to products and installation.

1.3 SUBMITTALS

A. Test Reports: Submit the following reports directly to Engineer from the Special Inspector, with copy to Contractor:

1. Test reports on borrow material.
2. Field reports; in-place soil density tests.
3. One optimum moisture-maximum density curve for each type of soil encountered.

1.4 QUALITY ASSURANCE

A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.
B. Testing Laboratory Qualifications: To qualify for acceptance, the geotechnical testing laboratory must demonstrate to Engineer's satisfaction, based on evaluation of laboratory-submitted criteria conforming to ASTM E 699, that it has the experience and capability to conduct required field and laboratory geotechnical testing without delaying the progress of the Work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Right of Property:
    1. The Contractor shall not have any right of property in any materials taken from any excavation, except that material designated by the Engineer to be removed from the site shall become the property of the Contractor.
    2. Do not remove any materials from the construction site without the approval of the Engineer.
    3. This provision shall in no way relieve the Contractor of his obligations to remove and dispose of any material determined by the Engineer to be unsuitable for backfilling.

B. Unsuitable Material:
    1. If, in the opinion of the Engineer, the material encountered at and/or below the indicated grade for excavation, as shown on the Drawings, is unsuitable for the foundation of the structure, remove the material.
    2. Replace the unsuitable material with thoroughly compacted suitable screened gravel, crushed stone or crushed gravel as determined by the Engineer.

C. Disposal of Material:
    1. All excavated materials designated by the Engineer as unsuitable, and excavated ledge and rock, shall be disposed by the Contractor at no additional cost to the Owner.

D. Sand:
   1. Sand shall meet the following requirements:
      a. Sand shall be uniformly graded, free from frost, frozen clumps, loam, or clay.
      b. Sand shall meet the following gradation requirements:

Sieve	Percent Passing
½ inch	100
No. 4	90 - 100
No. 200	0 - 12

E. Common Borrow:
   1. Shall be used for fill areas outside paving areas such as embankment and lawn areas.
   2. Shall consist of earth suitable for embankment construction; free from frozen material, perishable rubbish, peat and other objectionable material which may be compressible or which can not be compacted properly.
   3. The moisture content shall be sufficient to provide the required compaction and stable embankment.
   4. Rock used for common borrow shall be will distributed with interstices filled, and shall not be placed within two feet of finish grade. No rocks shall exceed ¾ of the specified lift thickness.

F. Crushed Stone:

   1. Shall be crushed, washed, hard, durable rock meeting the gradation requirements of ASTM D-448, No. 67 stone.
   2. Shall be used as backfill for repair of soft yielding areas below the groundwater table.

G. Trench Insulation:

   1. Extruded polystyrene with a “K” factor of 0.18, with 2.2 lb./cubic foot density, and 30 psi compressive strength, manufactured by Dow Chemical, or approved equal.

PART 3 - EXECUTION

3.1 PREPARATION

A. Flag the limits of clearing and areas where materials are to be placed. Review the limits with the Engineer.

3.2 TREE PROTECTION

A. Protect all existing trees, shrubs and planting noted on the Drawings to remain. Install tree protection as indicated on the drawings prior to performing any clearing

or excavation at the site. Tree trunks and root zones shall be protected by substantial boxing to prevent accidental damage by vehicle or mechanical equipment. Do not grade within the drip line of the trees designated to remain.

3.3 CLEARING, GRUBBING, AND REMOVAL

A. Cut, and completely remove from the site, all trees, stumps, and shrubs, within the Limit of Work Lines. All stumps, brush, vegetation, rubbish and other perishable or objectionable matter shall be removed from the site at no additional cost to the Owner.

3.4 CUTTING AND REMOVAL OF EXISTING PAVEMENT

A. Refer to drawings for extent of cutting and removal required of existing bituminous concrete pavements.
B. Perform all cutting in a straight and neat manner, using mechanical equipment for such purpose. Completely remove all cut surfacing materials from the site.
C. In addition to areas specifically designated on the Drawings, perform cutting wherever existing bituminous concrete surfacing will be disturbed by the work of this Contract.

3.5 STRIPPING AND STOCKPILING TOPSOIL AND GRAVEL SURFACE

A. Before any excavation is begun, strip all topsoil, gravel surfacing, and unsuitable materials. Below exterior paved areas, and below any other structural elements, remove the strata of topsoil and unsuitable materials for their entire depths. In other areas, remove topsoil and unsuitable materials to the specified subgrade.

B. Clean all topsoil free from large stones, roots, debris and large clumps of clay, before stockpiling on site in an approved location. Do not remove any topsoil from the site without prior authorization from the Engineer. Completely remove material which is determined by the Engineer as unsuitable for re-use.

C. The suitability of stripped materials for use as loam or topsoil and gravel for backfill, shall be determined by the Engineer, and his decision shall be final. Soil which does not meet the project requirements for loam or topsoil, either naturally or by additives supplied by the Contractor shall be considered common borrow.

3.6 SHORING AND SHEETING

A. The Contractor shall provide sheeting and shoring as required to protect the adjacent structures, roadways, utilities and property during the construction period.

B. All sheeting and shoring systems shall be designed and stamped by a Professional Engineer Registered in the State of Maine employed by the Contractor. Said design shall be submitted to the Engineer for his review not less than 10 days prior to commencement of field installation activities. The sheeting and shoring design shall be complete and include drawings indicating the extent of shoring in plan and

section, design calculations, material specifications and a complete construction sequence. The Contractor's design shall take into account all soil pressures, hydrostatic pressures, adjacent structure surcharge loads, applicable traffic, construction equipment, stockpiles and any other surcharge loads. All intermediate stages of loading as well as final conditions shall be considered.

C. Coordinate the location of the shoring such that it will minimize interference with the excavation and minimize obstruction of the subsequent structural concrete work.

D. Design each component member of the sheeting and shoring system to safely support the maximum load that can occur during construction including surcharge due to cranes, backhoes, concrete trucks, etc.

E. Design and install the sheeting and shoring system to permit safe and expeditious construction of permanent structures and utilities and subsequent backfilling.

F. Install and limit the movement of the excavation lateral support systems to minimize settlement of existing structure adjacent to excavations.

G. Acceptance of the Contractor's plans, design calculations and methods of construction by the Engineer shall not relieve the Contractor of the responsibility for the adequacy of the sheeting and shoring system, preventing damage to structures, utilities and streets adjacent to excavations, and the safety of persons working within excavated areas and the public at large.

3.7 ROCK / LEDGE REMOVAL

A. Blasting - Obtain written permission and approval of the method from the local Authorities before proceeding with rock excavation. Explosives shall be stored, handled, and employed in accordance with the provisions of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc. Mark all blasting areas with signs as required by law.

B. Adjacent Structures:

1. Prior to any blasting, the Contractor shall conduct a pre-blast survey and document conditions of all buildings near locations where ledge will be removed. Owners of adjacent buildings shall be notified in writing, prior to commencement of pre-blast and seismic surveys. Pre-blast survey shall conform to any municipal requirements.
2. Conduct two (2) test shots prior to blasting to determine maximum charges that can be used at areas where blasting may cause damage to adjacent properties.
3. Provide seismographic monitoring during progress of blasting operations.
4. Perform excavation in such a manner that will prevent any possibility of undermining and disturbing the foundations of any existing structures and any work previously completed under this Contract.

5. Where existing buildings and other structures are in close proximity to the proposed construction, exercise extreme caution and utilize whatever precautionary measure that may be required.

C. Repairing Damage: Repair, or have repaired, all damage to existing utilities, structures, lawns, and other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility company, property owner and the Owner.

.

3.10 UNAUTHORIZED EXCAVATION:

A. Backfill to the specified grade, any excavation beyond the limits stated above and as shown on the Drawings (unless specifically ordered otherwise by the Engineer) with compacted crushed gravel, crushed stone or screened gravel.

B. Backfill unauthorized excavation at no additional cost to the Owner.

3.11 COMPACTION EQUIPMENT

A. Compaction equipment shall be of suitable type and adequate to obtain the densities specified, and shall provide satisfactory breakdown of materials to form a dense fill.

B. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort. If inadequate densities are obtained, larger and/or different types of additional equipment shall be provided by the Contractor. Hand-operated equipment shall be capable of achieving the specified densities.

3.14 MOISTURE CONTROL EQUIPMENT

A. Equipment for applying water shall be of a type and quality adequate for the work, shall not leak, and shall be equipped with a distributor bar or other approved device to assure uniform application.

3.15 ENVIRONMENTAL PERMIT CONDITIONS

A. The Contractor shall be responsible for any environmental permit condition associated with the projects unless otherwise specified. These include local, state, and federal permits and regulations. Condition typical involved erosion control and protection of water resources.

END OF SECTION

SECTION 02402 – SITE DEWATERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:
   1. The Contractor shall provide all materials, equipment, and labor necessary for the removal of surface water and as required for the installation and maintenance of silt and erosion control devices.
   2. The Contractor shall build all drains and perform all ditching, pumping, bailing, and all other work necessary to keep the excavation clear of ground water, sewage, or storm water during the progress of the work and until the finished work is safe from damage.

1.2 QUALITY ASSURANCE

A. The Contractor shall use the reference manuals prepared by the Maine DEP, in which case the most current Maine DEP manual will be used.

1.3 SUBMITTALS

A. The Contractor shall furnish to the Engineer, in writing, his plan for diverting surface water and any excavation dewatering before beginning the construction work for which the diversion is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

PART 2- PRODUCTS

2.1 ACCEPTABLE MATERIALS

A. Pumped Sediment Removal Filter: Dirtbag® manufactured by “The BMP Store” (www.thebmpstore.com/dirtbag.htm) or approved equal.
B. Catch basin Filters: “Dandy Bag” or approved equal.

PART 3 - EXECUTION

3.1 REMOVAL OF WATER

A. Provide all means necessary for discharge water to meet Maine DEP water quality standard. .
B. Water pumped from excavations shall be piped to points discharging into sedimentation basins or filter devices in a manner which will not cause downstream siltation or damage to adjacent properties or vegetation.

3.2 DIVERTING SURFACE WATER

A. The Contractor shall build, maintain, and operate all cofferdams, channels, flumes, sumps, and other temporary diversion and protection works needed to divert surface water through or around the construction site and away from the construction work while construction is in progress. Storm runoff from disturbed areas must discharge into a filtering device prior to discharge into a natural drainage way or storm sewer.

B. Follow manufacturer's recommendations for installation, maintenance and removal of surface water and disposal of silted materials.

3.3 EROSION CONTROL PROVISIONS

A. The discharge from pumping operations during dewatering operations shall be contained by a device so constructed as to prevent silt from spreading off-site.

B. Prior to removal of all sediment control devices, all retained silt or other materials shall be removed at no additional cost to the Owner.

3.4 REMOVAL OF TEMPORARY WORKS

A. After the temporary works have served their purpose, the Contractor shall remove them or level and grade them to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

3.5 ENVIRONMENTAL PERMITS

A. All work under this section shall be done in accordance with all federal, state, and local regulations, laws, and rules which may apply and any individual permits that have been obtained for the project.

B. The Contractor shall obtain and all file notifications required by state and federal law and as identified on the Drawings.

C. Any permits requiring the Contractor's signature shall be signed and an original copy provided to the Owner.

D. The Contractor shall post and maintain any permit requiring posting at the project site.

END OF SECTION

SECTION 02425 TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Description of Work:
1. Provide all labor, equipment and materials and maintain temporary erosion control devices as specified herein and as shown on the Drawings.
2. Provide such erosion control measures as may be necessary to correct conditions that develop prior to the completion of permanent erosion control devices and/or as required to control erosion that occurs during normal construction operations.
3. Comply with all permits obtained for the project and all Federal, State and local regulations pertaining to erosion control.
4. After award of the Contract, and prior to commencement of construction activities, meet with the Engineer to discuss erosion control requirements and develop a mutual understanding relative to details of erosion control.
5. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment.
6. Stabilize disturbed earth surfaces in the shortest practical time and employ such temporary erosion control devices as may be necessary until such time as adequate soil stabilization has been achieved.

B. Regulatory Requirements:

1. All work shall be in accordance with all Federal, State and municipal requirements including effluent limitations, standards, and management for construction.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MATERIALS

A. Baled Hay: At least 14" x 18" x 30" securely tied and staked twice per bale. Hay shall be free of purple loosestrife and other invasive and noxious species.

B. Sand Bags: Heavy cloth bags of approximately 1 cubic foot capacity filled with sand or gravel.

C. Mulches:

1. Asphalt emulsion, gravel, crushed stone, loose hay, straw, peat moss, pine straw or needles, sawdust, wood chips, wood excelsior, or wood fiber cellulose.
2. Type and use shall be suitable for the Work.

D. Mats and Netting:
1. Jute, excelsior and wood fiber mats as manufactured by North American Green, or approved equal.
2. Type and use shall be suitable for the Work.

PART 3 - EXECUTION

3.1 SEQUENCE OF MAJOR ACTIVITIES

A. Install and maintain temporary erosion control measures including silt barriers to filter runoff prior to entering the existing closed stormwater drains. Remove buildup of sediment as necessary. Provide all labor, equipment and materials and maintain temporary erosion control devices.

B. Perform construction dewatering in accordance with regulatory requirements.

C. Construct utilities and site improvements.

D. Stabilize disturbed areas with pavement, hardscape or loam and seed as applicable.

E. When all construction activity is complete and site is stabilized, remove all silt barriers and all sediment that has been trapped by these devices.

3.2 CONSTRUCTION REQUIREMENTS

A. Temporary Stone Checks (When Applicable):
1. Construct temporary erosion check dams in ditches and other locations as indicated on the drawings and as needed to control the conditions encountered.
2. Baled hay and/or sand bags may be used in an arrangement to fit local conditions designated by the Engineer.
3. Terrace side slopes to retard runoff velocities.

B. Temporary Berms (When Applicable):
1. Construct temporary barriers along the toe of embankments.
2. Construct temporary side drains in intervals as needed.

C. Temporary Slope Drains (When Applicable): Shall be collapsible pipe with corrugated metal pipe inlet with a crescent shaped barrier placed at each slope drain.

D. Temporary Sedimentation Basin (When Applicable):
1. A barrier or dam constructed across waterway or other suitable location to form a silt or sediment basin.

2. Capacity shall be equal to the volume of sediment expected to be trapped at the site during the planned use for life of the structure or, if the periodic removal of sediment and debris would be practical, the capacity shall be proportionally reduced.

3.3 PERFORMANCE

A. Install erosion control devices as shown on the Drawings and when needed.
1. Apply seed for temporary cover at a rate of 40 lbs. per acre.
2. Apply hay or straw mulch at a rate of 2 tons per acre. Track in mulch into soil with the treads of a bulldozer or apply appropriate tacifier.
3. Hydroseed all temporarily seeded areas.

B. Additional Areas Requiring Protection:
1. Protect streams and channels from spills of fuel, lubricants and other pollutants.
2. Locate storage of materials in shop yards where erosion and sediment hazards are slight.

3.4 REMOVAL AND DISPOSAL

A. General: When permanent soil stabilization has been achieved, remove all temporary materials and devices as directed by the Engineer.

B. Reuse: Materials and devices of suitable type and conditions may be reused at other onsite locations. Materials and devices, determined by the Engineer to be unsuitable for reuse, shall become the Contractor's property and shall be disposed of in a manner and location approved by the Owner.

C. Onsite Disposal when Applicable: The locations and methods of onsite disposal are subject to the Owner's approval. Onsite disposal that results in unsightly conditions, precludes proper maintenance, and is detrimental to the physical environment will not be permitted.

END OF SECTION

SECTION 02458 – HORIZONTAL DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 SCOPE

A. The Contractor shall furnish all labor, materials, tools, and equipment as necessary to construct a pipeline river crossing by the horizontal directional drilling method. The Contractor will furnish all labor, equipment, materials, and supplies and will perform all work necessary to provide Owner with a complete, finished water main system.

1.2 QUALITY ASSURANCE

A. The Horizontal Directional Drilling (HDD) equipment operator(s) shall be trained to operate the specific HDD equipment for the Owner's project with at least 3 years' experience in directional drilling obtained within the last 5 years. Perform HDD operations under the constant direction of a drilling supervisor who shall remain on site and be in responsible charge throughout the drilling operation. The supervisor shall have supervised directional drilling of a minimum of 5,000 linear feet of pipe of a similar or greater diameter, of similar material, over similar lengths, and with similar subsurface conditions. The supervisor shall have supervised a minimum of 2 river crossings using HDD methods.

B. The Contractor shall perform the work in general conformance with ASTM Standard F1962-05, current revision, "Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe of Conduit under Obstacles, Including River Crossings".

C. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any Directional Bore operation covered by this Specification, shall in no way relieve the Contractor of its ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

1.3 PROFILES AND TOPOGRAPHY

A. Contours, topography, and profiles of the ground as may be shown on the Contract Drawings are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are presented only as an approximation. It is the Contractor's responsibility to verify all elevations required to successfully complete the crossing.

1.4 SUBMITTALS

A. Prior to beginning work, the Contractor shall submit to the Engineer seven (7) copies of a report of schedules, calculations, procedures, and any supplemental subsurface soil condition investigations performed by the Contractor along the path of the proposed crossing. The report will summarize the subsurface conditions that are known to the Contractor and that his proposed crossing procedure is based on factual information. If the subsurface conditions are known to the Contractor by previous work or geotechnical studies done in the immediate area, the information shall be recorded in the report along with any additional geotechnical studies performed by the Contractor.

The report shall include the following:

1. Subsurface Information
   a. Record in the report subsurface conditions known to the Contractor by previous work or prior geotechnical studies performed in the immediate project area. Refer to the appropriate Special Provision regarding Geotechnical Report prepared for the Project by the Maine Department of Transportation.
   b. Record in the report any additional borings performed by the Contractor and analysis of soils along the path of the proposed crossing. The Contractor shall be responsible for obtaining and including in his bid price the cost of any additional borings along the pipe alignment which may be necessary to design the proposed directionally drilled crossing.

   At a minimum, any supplemental borings performed by the Contractor shall include standard classification of soils, standard penetration tests, split spoon sampling, and sieve analysis. Test borings shall be performed to a minimum depth of ten (10) feet below the proposed pipe invert.
2. Drilling Equipment and Methods
   a. Contractor shall submit details of equipment and written procedure with working drawings describing in detail the proposed boring method and the entire operation to be used. This shall include, but not be limited to, entry and exit pits; settlement pit; size, capacity, and arrangement of drilling and pulling equipment; layout of carrier pipe; details and spacing of pipe rollers; type of current head; method of monitoring and controlling line and grade; method of detection of surface movement; layout of any proposed construction staging areas and description of slurry containment and recycling systems
   b. Contractor shall submit for approval nameplate data for the drilling equipment, mobile spoils removal unit, and Material Safety Data Sheets (MSDS) information for the drilling slurry compounds.
3. Piping

   The Contractor shall submit shop drawings showing the pipe lengths, design details, joint details, etc. for the Engineer's review. Submittals shall include, but are not limited to, the following:
   a. All welding or fusion procedures to be used in fabrication of the different pipe materials and installation methods.
   b. Certified records for hydrostatic testing of all pipe materials to be used.
   c. An affidavit stating that all pipe materials furnished under this section comply with all applicable provisions of referenced AWWA standards.
4. Proposed Alignment

   A graph in plan and profile plotting the pilot drilling hole alignment shall be submitted to the Engineer for review, including entry/exit angles and radius of curvature. After completion of the crossing, a final pipe alignment shall be submitted to the Engineer.
5. Schedule

Time schedule for completing the Directional Bore, including any delays due to anticipated soil conditions.

6. Calculations
   a. Contractor shall submit detailed design calculations for several representative loading conditions for the proposed crossing. If requested by the Engineer, the Contractor shall submit calculations to support the design of any particular location of pipe anywhere along the length of the crossing at no additional cost to the Owner.
   b. Design calculations shall be presented in a neat, readable format, with all figures, values, and units included to facilitate ease of verification.
   c. Calculations shall be submitted to demonstrate that the pipe thickness design is sufficient to meet all design criteria specified.
   d. Calculations shall address the following loading conditions:
      (1) Pre-Installation:
      Hoop and longitudinal stress during hydrostatic test; spanning stress with pipe full of water and supported on installation rollers, and maximum roller/support spacing.
      (2) Installation/Post-Installation:
      Longitudinal stress from pulling force; longitudinal curvature stress at point of entry and in final position; external pressure from drilling fluid, overburden, and loads from the obstacle being crossed.
      (3) Post-Installation/In-Service
      Hoop and longitudinal stress during hydrostatic test; internal working and surge pressure; buckling with internal vacuum.
   e. The Contractor shall also perform and submit to the Engineer fluids pressure versus overburden strength calculations. These calculations shall be performed to determine minimum acceptable cover requirements and prevent drilling fluids breakout to the ground surface or water body.
   f. All calculations shall bear the seal of a Registered Professional Engineering Licensee in the State of Maine.

B. Approval
   1. No work shall commence without approval by the Engineer. Details and design calculations shall be submitted well in advance of the drilling operation to prevent delays in work. All final layout work, including grades, shall be the Contractor's responsibility.

1.5 JOB CONDITIONS

A. Crossing operations shall be accomplished during daylight hours and shall not begin after the hour pre-established as the latest starting time that will allow completion during daylight hours. The Contractor shall provide a Work Plan submittal indicating its proposed hours of operation and length of work week. All work plans shall be subject to compliance with all applicable regulatory requirements for construction activities and any off-site impacts.

B. In emergency situations, or where delay would increase the likelihood of a failure, night-time work may be allowed to complete a delayed crossing.

C. All operations shall continue on a 24-hour per day basis during pipe pullback.

1.6 COORDINATION OF WORK

A. Coordinate operations with other work under this contract. No contract price adjustment will be allowed for overtime, premium time, or other related costs.

PART 2 – PRODUCTS

2.1 PIPE

Unless otherwise specified in the Contract Documents, pipe installed by horizontal directional drilling shall be High Density Polyethylene Pipe (HDPE). Unless otherwise specified in the Contract Documents, the water main pipe (carrier pipe) shall be installed without a casing pipe.

A. Polyethylene Pipe

1. High Density Polyethylene Pipe (HDPE), AWWA C906 compliant. NSF 61 Standard Listed, and furnished in fifty (50) foot lengths.
2. Polyethylene pipe shall be furnished with an outside diameter conforming to ductile iron pipe sizes.
3. All polyethylene pipe and fittings shall be made of a high-density polyethylene pipe compound with extra high molecular weight that meets the requirements for Type III, Grade P34 Polyethylene material as defined in ASTM D-1248, latest revision.
4. Pipes shall be jointed to one another and to polyethylene fittings by thermal butt-fusion or by socket fusion in accordance with ASTM D-3261.
5. Joining of pipe sections shall be performed in accordance with the procedures recommended by the pipe manufacturer. Joints between pipe sections shall be smooth on the inside, and internal projection beads shall not be greater than 3/16-inch.
6. The tensile strength at yield of the butt-fusion joints shall not be less than the pipe. A specimen of pipe cut across the butt-fusion joint shall be tested in accordance with ASTM D-638.
7. Polyethylene pipe shall be joined to ductile iron pipe by the use of flange adapters and back-up rings. Flange adapters shall be butt-fused to the polyethylene carrier pipe. The face of the flange adapter shall have a serrated sealing face to assist in holding the flange gasket in place. Flange gaskets shall be full-faced neoprene. Back-up rings shall be Class “D” steel ring flanges in accordance with AWWA C207. Flange bolts must span the entire width of the flange joint and provide sufficient thread length to fully engage the nut.

B. Thickness Design

The following design criteria shall be used in calculating pipe thickness for HDPE:

Working Pressure	130 psi
Test Pressure	200 psi
Surge Pressure	Working pressure + 100 psi

Dead Load	not less than 30 feet.
Buckling Design	Considering dead load, internal vacuum, H-20 Wheel Loading and a hydrostatic load over top of pipe to grade.
Max. Allowable Horizontal Deflection	3%
Radium of Curvature	90% of Actual Design Radius
Downhole Friction Factor	1.0
Factor of Safety for Drilling Fluid Density	1.5

The stresses in the pipe shall be calculated for the pre-installation, installation, and post-installation loading conditions specified in Part 1 of this Specification Section. Thickness shall be selected so that stresses do not exceed the following under any of the loading conditions:

• All conditions except internal surge pressure	50% of minimum yield point
• Internal surge pressure Condition	75% of minimum yield point

Minimum thickness of HDPE pipe considering in-service loading shall be DR 11 when measured in accordance with ASTM D-2122. The Contractor shall increase the minimum “in-service” thickness as necessary to support the expected stresses and loadings which are expected to be encountered during the installation of the HDD pipeline. The final selected thickness shall be supported by calculations as required herein. No additional cost shall be considered by the Owner for pipe thickness greater than the specified minimum “in-service” thickness.

C. Deviations

Should a Contractor choose to submit a bid using material that does not meet all the requirements of these specifications, he shall include a description of the deviation with data showing the magnitude of the deviation. Acceptance of such deviations to these specifications shall be subject to the review and approval of the Owner before a Contract can be awarded.

D. Inspection of Pipe

All pipe and fittings used in the work may be factory inspected by a recognized agency engaged by the Owner. The Contractor shall inform the Owner and the inspection agency of the name and address of the manufacturing plant or other sources of materials to be used in the work and shall coordinate with the manufacturer to assure that the inspection agency has access at the manufacturer’s plant and adequate assistance and notice so that each item may be examined. All reports will be made to the Owner, and the cost of the services of the inspection agency will be borne by the Owner. Such inspection by the Owner shall not relieve the Contractor of his responsibility to furnish materials in accordance with the applicable standards.

2.2 EQUIPMENT

A. General: All equipment for the Directional Bore shall have the capacity, stability, and necessary safety features required to fully comply with the specifications and requirements of this Section without showing evidence of undue stress or failure. It shall be the responsibility of the Contractor to assure that the equipment to be used in the Directional Bore is in sound operating condition. Back-up equipment shall be required in the event of an equipment breakdown and where the condition of the equipment to be used indicates that routine component replacement or repair will likely be necessary during the Directional Bore.

B. Directional Drilling System: The directional drilling system shall consist of over-the-road transportable field power unit, mud-mixing and recycling unit, a trailer or carriage-mounted drill unit, and all other support accessory vehicles and equipment. All system components shall be in sound operating condition with no broken welds, excessively worn parts, badly bent, or otherwise misaligned components. All drill pipe, reamers, pullback heads, swivels, drill heads and collars, pipe cradles, pipe rollers, ropes, cables, clamps, and other non-mechanical but essential items shall be in sound condition and replaced immediately when need is apparent. The equipment must be capable of drilling the specified length in a single bore.

1. Mud-Mixing and Recycle Units: The mud-mixing and recycle unit shall be a self-contained system designed to provide a supply of high-pressure bentonite based cutting fluid to the drill unit. It shall contain a fluid storage tank and a complete bentonite and drilling fluid additive(s) mixing system. The cutting fluid is to be mixed on site. The cutting fluid shall be formulated for this specific project and anticipated conditions. It shall permit changes to be made to the bentonite and drilling fluid additive(s) concentrations during drilling in response to changing soil conditions. The field power unit shall contain the power-taken off-driven high pressure cutting fluid pumping system. The recycle units shall be of a capacity to minimize the production of new cutting fluid and maximize the reuse and recirculation or original cutting fluid produced.

2. Directional Drill System: A carriage-mounted version of the drill system shall include a thrust frame. Both the trailer-mounted and carriage-mounted drill system shall be designed to rotate and push 10-foot (3-meter) minimum hollow drill sections into the tunnel being created by the boring head. The drill sections shall be made of a high strength S-grade steel that permits them to bend to a 30-foot (9-meter) radius without yielding. Drill end fittings shall permit rapid makeup of the drill sections while meeting the torque, pressure, and lineal load requirements of the system. The boring head itself shall be capable of housing a probe used by the Guidance System (GS) to determine tool depth and location from surface and to orient the head for steering. The GS shall have a minimum accuracy of plus (+) or minus (-) two (2) percent of the vertical depth.

   The drilling equipment must be fitted with a permanent alarm system capable of detecting an electric current. The system will have an audible alarm to warn the operator when the drill head nears electrified cables. The drilling equipment shall be grounded, protected, and operated in accordance with manufacturer's requirements for electric strike safety.

The control console shall contain a calibrated display of inclination, azimuth, tool face location, mud pump rates, and torque pressures. The downhole steering system accuracy shall be plus (+) or minus (-) one (1) percent of the horizontal bore length.

3. Restrictions: The proposed device or system must be capable of completing the pipe placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular condition of the project. Water sluicing methods, jetting with compressed air, or boring or tunneling devices that do not provide positive control of the line and grade shall not be allowed.

C. Spoils Equipment: The cutting fluid removal system shall include a self-contained vacuum truck which has sufficient vacuum and tank capacity to remove excess cutting fluid mixture and cuttings from the project site as required. Spoils are not to be discharged into storm drains or water bodies.

The Contractor will contain all drilling and pipe lubricating mud by taking special measures to prevent run-off into adjacent properties and/or waterways. All surplus drilling and pipe lubricating mud will be removed from the site and properly disposed of by the Contractor. The Contractor will also be responsible for all required erosion control measures.

D. Guidance System: A Guidance System (GS) probe and location of the drill head during the drilling operation. The tracker shall be capable of tracking at all depths up to one hundred (100) feet and in any soil condition, including hard rock. It shall enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The tracker shall be accurate to +/-2% of the vertical depth of the bore hole at sensing position at depths up to one hundred (100) feet. Ferrous materials shall not influence or affect the GS readings or accuracy.

Components: The Contractor shall supply all components and materials to install, operate, and maintain the GS. This shall include, but not be limited to, the following: GS probe and interface, computer, printer, and software, DC power source, current control box, and coil/tracking wire.

The Guidance System (GS) shall be set up and operated by personnel experienced with this system. “Walk-over” tracking systems shall not be used, except as approved by the Engineer. Contractor shall provide Engineer with current calibration certification of GS in accordance with manufacturer’s specifications.

E. If equipment breakdown or other unforeseen stoppages occur and forward motion of the directional cutting head is halted at any time other than for reasons planned in advance (addition of drill stems, etc.), the boring path shall be filled with a proper bentonite solution immediately, or as directed by the Engineer.

F. The boring tool shall have steering capability and have an electronic tool detection system. The position of the tool during operation shall be capable of being determined accurately—horizontally within one (1) percent of the horizontal distance of the bore hole and vertically within two (2) percent of the vertical depths of the bore hole. The boring tool shall have a nominal steering radius of nine (9) meters (30 feet).

2.3 DRILLING FLUIDS

A. A mixture of bentonite drilling clay, project specific cutting fluid additives, and potable water is to be used as the cutting fluid (MUD) and over ream hole filler for the Directional Bore. The drilling fluid mixture used shall have the following minimum viscosities as measured by a March funnel:

Rock Clay	60 sec.
Hard Clay	40 sec.
Soft Clay	45 sec.
Sandy clay	90 sec.
Stable Sand	120 sec.
Loose Sand	150 sec.
Wet Sand	150 sec.

These viscosities may be varied to best fit the soil conditions encountered as recommended by the drilling mud and fluid additive manufacturer, and as approved by the Engineer.

B. Where sandy or granular materials are encountered, a cement slurry or polymer supplement shall be considered for added strength and stability of the bore and over ream hole. However, no chemicals or polymer surfactant shall be used in the drilling fluid without written consent of the Engineer and after a determination is made that the chemicals to be added are not harmful or corrosive to the facility and are environmentally safe. Clay must be totally inert and contain no risk to the environment.

C. Contractor shall provide Owner and Engineer and have on site at all times the Material Safety Data Sheets (MSDS) for all drilling compounds and chemicals.

2.4 TRACE WIRE

A. Trace wire shall be as specified in Section 02605, or approved equal.

B. Trace wire shall be installed simultaneously with pullback of the HDPE pipe. Wire shall be taped to the pipe at ten (10) foot minimum intervals before installation.

C. Trace wire to be terminated at each end of the crossing within a valve box.

PART 3 – EXECUTION

3.1 SITE DISTURBANCE AND SOIL EROSION

A. Sediment barriers shall be constructed as shown on the Drawings or where directed by the Engineer. All soil erosion and sediment control work shall be done in accordance with the Standards for Soil Erosion and Sediment Control for the location where the work is performed. Contractor shall maintain sediment barriers until the project is deemed complete.

B. The Contractor shall be responsible for the preservation of all existing trees, plants, and other vegetation that are to remain within or adjacent to the construction site and shall also be responsible for protecting existing concrete curb, fence, utilities, and other structures that are located within or adjacent to the construction site.

C. The Contractor assumes all liability for environmental damage and cleanup due to inadvertent discharges of slurry or other causes. Slurry materials shall be selected based on the soil conditions encountered to minimize the risk of mud returns.

3.2 PERSONNEL REQUIREMENTS

A. A competent and experienced supervisor representing the Drilling Contractor shall be present at all times during actual operations. A responsible representative, who is thoroughly familiar with the equipment and type of work to be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the job site during the actual Directional Pilot Hole, over reaming, and pullback operations.

B. The Contractor shall have a sufficient number of competent workers on the job at all times to insure the Directional Bore is made in a timely and satisfactory manner. Adequate personnel for carrying out all phases of the actual Directional Bore operation must be on the job site at the beginning of work.

C. HDPE pipe thermal butt-fusion welding is to be completed by a welder certified by the manufacturer of the pipe or pipe welding equipment, in accordance with the Plastic Pipe Institute “Handbook of Polyethylene Pipe”, Polyethylene Joining Procedures, and 49 CFR 192, Subpart F, latest edition.

D. The Engineer and Owner must be notified forty-eight (48) hours in advance of starting each phase of the work. The Directional Bore shall not begin until the Engineer agrees that proper preparations for the operation have been made. The Engineer’s approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.

3.3 ALIGNMENT AND GRADE

A. The depth, location, and size of all existing underground facilities in the vicinity of the proposed crossings shall be determined and located by the Contractor before starting any construction. The Contractor shall be held completely and solely responsible for any damages incurred. The kinds, locations, and sizes of the existing underground utilities which may be shown on the Contract Drawings are intended only as a guide to the Contractor and are not guaranteed to be even approximately correct. The owners of all existing utilities along the route and in the vicinity of the crossing shall be notified prior to the construction by the Contractor.

B. If utilities of unknown depth or other obstructions require grade or alignment deviations from the Plans, the grade and/or alignment may be adjusted with Engineer’s approval. All adjustments shall permit gradual bends of the pipe to the original alignment beyond the directional bore section. At unusual site conditions, the Contractor may request a review of site conditions by the Engineer for additional adjustment, and such determination shall be final. An adjustment in alignment, position, or elevation approved by Engineer shall not be cause for an adjustment of costs.

C. Pipe entry and exit points are to be allowed no more than five (5) feet of deviation from the staked and approved centerline. Entry and exit points normally will not be allowed closer to the banks of a waterway being crossed.

D. Contractor may, at his option and with the permission of Owner, elect to install the pipe at a greater depth than specified, at no additional cost to the Owner.

3.4 INSTALLATION

A. All excavation for entry and recovery pits and any other excavation necessitated by the Directional Bore shall be as specified in Maine DOT's Standard Specifications, latest edition. All excavations shall comply with the requirements of the Occupational Health and Safety Administration.

B. The cost of restoring pavement, curb, sidewalk, driveways, lawns, storm drains, etc., and other landscaped facilities shall be borne by the Contractor unless otherwise noted.

C. The following is a general outline of steps for the Directional Bore operation:

1. Contractor shall clear the right-of-way and temporary work space as shown on the drawings. Contractor to install and maintain all soil erosion and sediment control devices, until project completion with approved permanent site stabilization.

2. Pipe crossing alignment shall be laid out by land survey team confirming accurate horizontal distances, either physically measured or shot by Electric Distance Measurement. Entry and exit points shall be located and marked with survey hubs or markers. Payment for survey mark-out shall be included in Lump Sum price bid.

3. Contractor shall haul, string, assemble restrained pipe, joint air test and hydrostatically test the pipeline in one section, unless otherwise approved by Engineer. The Contractor shall provide adequate site security and shall be responsible for the integrity of the pipe until after the pullback, final test of the pipeline, and acceptance of the work by the Owner. All assembled pipe sections shall be securely plugged at the end of each work day. The pipe interior is to be protected at all times against dirt, dust, drilling mud, pipe cuttings, debris, animal access, and other sources of contamination.

4. Contractor shall provide adequate support rollers for the pipeline during pullback of the pipe string into the pre-drilled hole. The rollers and cradles shall be of a type that will prevent damage to the pipe and will be of sufficient number, as recommended by pipe manufacturer, to prevent over stressing due to sag bends during the pullback procedure. The pipe shall be supported at all times, including pullback, to maintain a free stress arc which limits pipe bending and internal hoop stresses to within manufacturer's limits.

   Pipe which is not properly protected and supported and shows indications of excessive stressing, gouges, cuts, abrasions, or other damage which may affect the operational performance intended for the pipe, as recommended by pipe manufacturer, shall be removed from the site and replaced at no additional cost as directed by the Owner or Engineer.

5. Contractor will mobilize the drilling equipment, erect the rig, drill a pilot hole, enlarge the hole as necessary to a minimum diameter of 1.5 times the nominal diameter of the pipe, and pullback the prefabricated pipe string under the crossing.

   Prior to beginning the Pilot Hole over reaming, the Contractor shall furnish the Engineer with an as-built plan and profile of the actual crossing to confirm the installation is in compliance with the Contract Documents. Pilot hole alignment shall be accepted by Owner in writing prior to reaming and pipe installation.

The Contractor shall be responsible for selecting the reaming process to be utilized, whether forward and/or back reaming will be undertaken, and the number of reaming passes to be made.

6. Contractor will supply portable mud tanks or construct temporary mud pits to contain excess drill fluids during construction and slurry material displaced by the pipe during installation. Mud pits are to be protected at all times against unauthorized access and be stabilized at all times against surface water runoff and containment berm failure. Contractor will pump, haul, and dispose of any drill cuttings and excess drill fluids to a receiving site permitted to accept the spoils, all in a manner consistent with the local and State regulations at no additional cost to the Owner.
7. The bore pipe will be pulled back in one continuous section, and Contractor must utilize a swivel to minimize the rotation of the product pipe during pullback. Swivel shall utilize lubricated internal bearings which are fully protected from external contamination and over lubrication. Contractor must demonstrate swivel operation prior to pullback.
8. Contractor shall add water to the carrier pipe to counter the pipe flotation during pullback.
9. During pullback, the Contractor shall maintain records for submission to Owner indicating job, date, time, constant pipe footage progress, mud flow rates, pulling forces required, and torque readings. Contractor shall also as-build the pull head location for each length of drill stem pipe.
10. A low strength cement slurry shall be injected into the bore hole for approximately fifty (50) feet at each end of the drilled pipeline.
11. Owner and Engineer shall have access at all times to any measuring or gauging devices used for the horizontal drill as well as any drilling logs maintained by the Contractor.
12. In the event that the Contractor must abandon the drill hole before completion of the crossing, the Contractor will seal the bore hole with neat cement grout starting at the low point or end of the drill hole and re-drill the crossing at no extra cost to Owner.

3.5 DISPOSAL OF DRILLING SPOILS

A. The Contractor will be required to contain and sample the drill cuttings and excess drilling fluid during drilling operations and again prior to disposal.
B. When preparing the Bid for this Contract, the Contractor shall assume that the work can be completed using Level D personnel protection equipment.

3.6 PRESSURE TESTING AND LEAKAGE

A. Prior to pullback, an allowable leakage test shall be performed on the full length of pipe after all sections have been welded or fused in accordance with ANSI/AWWA C600, latest revision, and as described in Specification Section 02675. A hydrostatic pressure test shall also be performed on the installed pipe in accordance with ANSI/AWWA C600, latest revision, and as described in Specification Section 02675.

3.7 CONNECTION TO DUCTILE IRON PIPE

A. Flange connections to ductile iron pipe installed by open cut shall be supported by compacted backfill material. Flange bolts shall be carefully tightened in increments, with a final torque value not exceeding the manufacturer's recommendations. Tightening torque increments shall not exceed 15 ft-lbs.

B. Polyethylene and flange gasket will undergo some compression set. Therefore, the flange bolts shall be re-tightened one (1) hour after the initial assembly, and a second time at least four (4) hours after the second tightening.

3.8 AS-BUILT RECORDS

A. The GS pullback data shall be recorded at every pilot hole drill stem length during the actual crossing operation. The Contractor shall furnish "as-built" plan and profile drawings that are drawn using the same horizontal and vertical control datum shown on the Contract Documents. The "as-built" drawings shall be based on the recordings and shall show the actual location horizontally and vertically of the installation and all utility facilities found during the installation.

END OF SECTION

SECTION 02605 – TRACE WIRE

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the requirements for installation of a conductive trace wire with underground, nonmetallic pipe.

1.2 MEASUREMENT AND PAYMENT

A. Work performed under this Section shall be paid for under the lump sum bid price or included in the unit price for pipe installation as applicable.

1.3 SYSTEM DESCRIPTION

A. Install electrically continuous trace wire, with access points as described herein, to be used for locating nonmetallic pipe with an electronic pipe locator after installation.

PART 2 - PRODUCTS

2.1 TRACE WIRE

A. Trace wire to be twelve (12) gauge minimum recommended for direct burial with 21 percent copper with thermoplastic insulation, 380 lb. average tensile break load. Wire connectors to be 3M DBR, or approved equal, and shall be watertight and provide electrical continuity.

PART 3 - EXECUTION

3.1 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

A. Trace wire shall be installed in the same trench and inside bored holes and casing with nonmetallic pipe during pipe installation. It shall be secured to the pipe, as specified and required, to insure that the wire remains directly adjacent to the pipe. The trace wire shall be securely bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all new water valve boxes, water meter boxes, and fire hydrants

3.2 TESTING

A. Contractor shall perform a continuity test on all trace wire in the presence of the Engineer.

3.3 REPAIR/RESTORATION

A. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of the wire.

END OF SECTION

SECTION 02610 PIPE & PIPE FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION
- A. Work Included: Furnish, install, support and test pipe and pipe fittings of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

1.2 SUBMITTALS TO THE ENGINEER
- A. Submit shop drawings in accordance with the General Conditions of the Construction Contract.
- B. Submit manufacturer's "Certification of Conformance" that pipe and pipe fittings meet or exceed the requirements of these Specifications.
- C. Submit other documents as specified in the appropriate Sections of this Division.

1.3 DELIVERY, STORAGE AND HANDLING
- A. Exercise care during loading, transporting, unloading, and handling to prevent damage of any nature to interior and exterior surfaces of pipe and fittings.
- B. Do not drop pipe and fittings.
- C. Store materials on the project site in enclosures or under protective coverings in accordance with manufacturer's recommendations and as directed by the Engineer.
- D. Assure that materials are kept clean and dry.
- E. Do not store materials directly on the ground.
- F. Follow manufacturer's specific instructions, recommendations and requirements.

PART 2 - PRODUCTS

2.1 MATERIALS
- A. Detachable Marking Tape
  1. Shall be coded in accordance with the NPWA Standards.
  2. Shall be indelibly marked indicating the type of utility it is placed over.
  3. Shall be four (4) inches wide Terra Tape Sentry Line 1350 by Reef Industries, Houston, TX, or approved equal.

PART 3 - EXECUTION

3.1 INSPECTION
- A. Provide all labor necessary to assist the Engineer’s to inspect pipe, fittings, gaskets, and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
  1. Defects and damage.
  2. Deviations beyond allowable tolerances for joint dimensions.
  3. Removal of debris and foreign matter.
- D. Examine areas and structures to receive piping for:
  1. Defects, such as weak structural components that adversely affect the execution and quality of work.
  2. Deviations beyond allowable tolerances for pipe clearances.

E. All materials and methods not meeting the requirements of these Specifications shall be rejected.
F. Immediately remove all rejected materials from the project site.
G. Start work only when conditions are corrected to the satisfaction of the Engineer.

3.2 INSTALLATION

A. General:
1. Install all pipe and fittings in strict accordance with the manufacturer's instructions and recommendations and as instructed by the Engineer.
2. Install all pipes and fittings in accordance with the lines and grades shown on the Drawings and as required for a complete installation.
3. Install adaptors, approved by the Engineer, when connecting pipes constructed from different materials.

B. Installation and Trenches:
1. Firmly support the pipe and fittings on bedding material as shown on the Drawings and as specified in the appropriate Sections of these Specifications.
2. Do not permanently support the pipe or fittings on saddles, blocking stones, or any material which does not provide firm and uniform bearing along the outside length of the pipe.
3. Thoroughly compact the material under the pipe to obtain a substantial unyielding bed shaped to fully support the pipe.
4. Excavate suitable holes for the joints so that only the barrel of the pipe receives bearing pressure from the supporting material after placement.
5. Lay each pipe length so it forms a close joint with the adjoining length and bring inverts to the required grade.
6. Do not drive the pipe down to grade by striking it with a shovel handle, timber, rammer or any other unyielding object.
7. Make all pipe joints watertight and no sand, silt, clay or soil of any description entering the pipeline at the joints.
8. Immediately after making a joint, fill the holes for the joint with bedding material, and compact.
9. When each pipe length has been properly set, place and compact enough of the bedding material between the pipe and the sides of the trench to hold the pipe in correct alignment.
10. After filling the sides of the trench, place and lightly tamp bedding material to complete the bedding as shown on the Drawings.
11. Take all necessary precautions to prevent flotation of the pipe in the trench.
12. Where there is evidence of water or soil entering the pipeline, repair the defects to the satisfaction of the Engineer.

C. Temporary Plugs:
1. When pipe installation work in trenches is not in progress, close open ends of the pipe with temporary watertight plugs.
2. If water is in the trench when work is resumed, do not remove plugs until all danger of water entering the pipe is eliminated.
3. Do not use the pipe lines as conductors for trench drainage during construction.

3.3 CLEANING AND TESTING

A. Cleaning and Testing Piping - General:

1. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.
2. When the installation is complete, test all pipelines in the presence of the Engineer and the plumbing or building inspector in accordance with the requirements of the local and state plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner.
3. Equipment: Supply all labor, equipment, materials, gages, and pumps required to conduct the tests.
4. Retesting: Perform all retesting required due to failure at no additional cost to the Owner and to the complete satisfaction of the Engineer.

B. Pressure and leakage tests

1. Perform pressure and leakage testing in accordance with Section 02675 and applicable sections of AWWA Standard C600.

END OF SECTION

SECTION 02611 – DUCTILE IRON PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish, install and test ductile iron pipe and ductile iron fittings of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.

1.2 QUALITY ASSURANCE

A. Standards:

1.	Cement-mortar lining for water:	ANSI/AWWA C104/A21.4
2.	Polyethylene Encasement:	ANSI/AWWA C105/A21.5
3.	Ductile Iron fittings:	ANSI/AWWA C110/A21.10
4.	Rubber gasket joints:	ANSI/AWWA C111/A21.11
5.	Cor-Ten Bolts (ASTM A588)	ANSI/AWWA C111/A21.11
6.	Ductile iron pipe thickness:	ANSI/AWWA C150/A21.50
7.	Ductile iron pipe centrifugally cast:	ANSI/AWWA C151/A21.51
8.	Ductile Iron Compact Fittings	ANSI/AWWA C153/A21.53
9.	DI Watermain Installation	ANSI/AWWA C600

B. Acceptable Manufactures:

1. U.S. Pipe
2. Griffin Pipe
3. American Ductile Iron Pipe
4. Clow Pipe
5. Atlantic States Pipe

1.3 SUBMITTALS TO THE ENGINEER

A. Submit shop drawings in accordance with the General Conditions of the Construction Contract.

B. Submit manufacturer's "Certification of Conformance" that pipe and fittings meet or exceed the requirements of these Specifications.

1.4 DELIVERY, STORAGE AND HANDLING

A. Exercise extra care when handling pipe and fittings.

B. Exercise extra care when handling cement lined pipe and fittings because damage to the lining will render it unfit for use.

C. Protect the spherical spigot ends and the plain ends of all pipe during shipment by wood lagging securely fastened in place.

1.5 INSPECTION

A. Provide all labor necessary for the Engineer to inspect pipe, fittings, gaskets, and other materials.

B. Carefully inspect all materials at the time of delivery and just prior to installation.

C. Carefully inspect all pipe and fittings for:

1. Defects and damage.
2. Deviations beyond allowable tolerances for joint dimensions.
3. Removal of debris and foreign matter.

D. Examine areas and structures to receive piping for:
   1. Defects, such as weak structural components, that adversely affect the execution and quality of work.
   2. Deviations beyond allowable tolerances for pipe clearances.
E. All materials and methods not meeting the requirements of the Contract Documents will be rejected.
F. Immediately remove all rejected materials from the project site.
G. Start work only when conditions are corrected to the satisfaction of the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe:
   1. All pipes shall conform to the latest AWWA specification C-151. Unless otherwise shown on the Drawings, the minimum thickness of ductile iron pipe shall be:
      a. For pipe 4 inches in diameter and smaller: Class 52 Ductile Iron, Cement Lined.
      b. For pipe 6 inches in diameter and larger: Class 52 Ductile Iron, Cement Lined.
      c. Pipe with flanges: Class 53 (formerly Class 3).
      d. All ductile iron pipe shall have cement lining of double thickness.
   2. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
   3. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the manufacturer of the couplings.
   4. Factory applied bituminous coatings, as approved by the Engineer, shall be furnished for all underground piping.

B. Joints (as shown on the Drawings, specified and applicable):
   1. General: All joints shall be Class 125 unless otherwise shown on the Drawings.
   2. Push-on and Mechanical Joint:
      a. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
      b. Provide gaskets manufactured from a composition material suitable for exposure to the liquid to be contained within the pipe.
   3. Ball and socket joint (river crossing pipe)
      a. The barrel shall be cast in 60-42-10 ductile iron in accordance with American National Standard A21.51.
      b. The bell, ball, and retainer shall be cast of 70-50-05 ductile iron in accordance with the applicable requirements of American National Standard A21.10.
      c. The gasket shall be made of high quality rubber and shall be symmetrical in shape so that it cannot be installed backwards.
      d. Ball and Socket Joint is a boltless, push-on type joint designed to simplify assembly and speed up installation. The gasket is inserted in the bell and compressed by the entering ball as the joint is made up. The joint is restrained by locking the bayonet-type retainer over the lugs on the bell.

To prevent rotation of the retainer after assembly, a ductile iron retainer lock is inserted between the lugs and help in place by a corrosion-resistant roll pin. The roll pin and retainer lock is removed to permit disassembly of the joint.

4. Joint Bracing:
   a. Provide joint bracing to prevent the piping from pulling apart under pressure as required.
   b. Types of bracing:
      (1) Pipe and fittings with approved lugs or hooks cast integrally for use with socket pipe clamps, tie rods, or bridles. Bridles and tie rods shall be a minimum of 3/4 inch diameter except where they replace flange bolts of a smaller size, in which case they shall be fitted with a nut on each side of the pair of flanges. The clamps, tie rods, and bridles shall be coated with an approved bituminous paint after assembly or, if necessary, prior to assembly.
      (2) Mechanical joint ductile iron pipe shall have set screw restrained ductile iron glands.
      (3) Other types of bracing as shown on the Drawings.

C. Standard Fittings:
   1. All joints shall conform to the latest AWWA specification C-153.
   2. Class 350, Ductile Iron, Cement Lined except as shown on the Drawings or as specified.
   3. Joints the same as the pipe with which they are used or as shown on the Drawings.
   4. Provide fittings with standard bases where shown on the Drawings.
   5. Provide retainer glands on all fittings (with split restraint ring installed behind the follower gland where connecting to C900 PVC pipe).

D. Non-Standard Fittings:
   1. Fittings having non-standard dimensions shall be subject to the Engineer's approval.
   2. Non-standard fittings shall have the same diameter and thickness as standard fittings and shall meet the specification requirements for standard fittings.
   3. The laying lengths and types of joints shall be determined by the particular piping to which they connect.
   4. Flanged fittings not meeting the requirements of ANSI A21.10 (i.e., laterals or reducing elbows) shall meet the requirements of ANSI B16.1 in Class 125.

E. Polyethylene encasement shall be 8 mil thick.

F. factory applied bituminous coating in accordance with AWWA C151 shall be applied to all ductile iron piping.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Install all pipe and fittings in strict accordance with the manufacturer's instructions and recommendations.
2. Install all pipes and fittings in accordance with the lines and grades shown on the Drawings and as required for a complete installation.
3. Install adaptors, approved by the Engineer, when connecting pipes constructed from different materials.

B. Installation in Trenches:

1. Install polyethylene encasement around pipe where shown on the Drawings.
2. Firmly support the pipe and fittings on bedding material as shown on the Drawings and as specified in the appropriate Sections of these Specifications.
3. Do not permanently support the pipe or fittings on saddles, blocking stones, or any material which does not provide firm and uniform bearing along the outside length of the pipe.
4. Thoroughly compact the material under the pipe to obtain a substantial unyielding bed shaped to fully support the pipe.
5. Excavate suitable holes for the joints so that only the barrel of the pipe receives bearing pressure from the supporting material after placement.
6. Lay each pipe length so it forms a close joint with the adjoining length and bring the inverts up to the required grade.
7. Set the pipe true to line and grade. Use a laser beam aligner.
8. Do not drive the pipe down to grade by striking it with a shovel handle, timber, rammer, or any other unyielding object.
9. Make all pipe joints as watertight as possible with no visible leakage and no sand, silt, clay or soil of any description entering the pipeline at the joints.
10. Immediately after making a joint, fill the holes for the joints with bedding material and compact.
11. When each pipe length has been properly set, place and compact enough of the bedding material between the pipe and the sides of the trench to hold the pipe in correct alignment.
12. After filling the sides of the trench, place and lightly tamp bedding material to complete the bedding as shown on the Drawings.
13. Take all necessary precautions to prevent flotation of the pipe in the trench.

C. Temporary Plugs:

1. When pipe installation work in trenches is not in progress, close the open ends of the pipe with temporary watertight plugs.
2. If water is in the trench when work is resumed, do not remove plugs until all danger of water entering the pipe is eliminated.
3. Do not use the pipelines as conductors for trench drainage during construction.

D. Assembling Joints:

1. Push-on Joints:
   a. Insert the gasket into the groove of the bell.
   b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.

c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.

2. Bolted Joints:
   a. Remove rust preventive coatings from machined surfaces prior to assembly.
   b. Thoroughly clean and carefully smooth all burrs and other defects from pipe ends, sockets, sleeves, housings and gaskets.
3. Flanged Joints:
   a. Insert the nuts and bolts (or studs), finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper tension.
   b. Execute care when tightening joints to prevent undue strain upon valves, pumps, and other equipment.
4. Mechanical Joints:
   a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
   b. Lubricate the gasket, bell, and spigot by washing with soapy water.
   c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
   d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
   e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.
   f. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
      (1) Range of Torque: 60-90 Ft.-lbs.
      (2) Length of Wrench: 10 inches.
   g. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean, and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.
5. Bell and Spigot Joints:
   a. Thoroughly clean the bell and spigots and remove excess tar and other obstructions.
   b. Insert the spigot firmly into place and hold securely until the joint has been properly completed.
6. Ball and Socket Joints (when applicable):
   a. Thoroughly clean the ball and socket and remove excess tar and other obstructions. Carefully remove protective coating from the inside of the bell using a suitable solvent. Inspect gasket groove to be certain that it is free of all foreign matter.
   b. Prepare joint in accordance with manufacture's requirements.
   c. Make joint by using come-along to pull pipe together, or other mechanical means to push the ball into the bell in accordance with manufacturer's recommendations and as approved by the Engineer.

E. Fabrication:
1. Tapped Connections:
   a. Make all tapped connections where shown on the Drawings or where directed by the Owner's Field Representative.

b. Make all connections watertight and of adequate strength to prevent pullout.
c. Drill and tap normal to the longitudinal axis of the pipe.
d. The maximum sizes of taps in pipes and fittings without busses shall not exceed the sizes listed in the appendix of ANSI A21.51 based on 3 full threads for cast iron and 2 full threads for ductile iron.

2. Cutting:
a. Perform all cutting with machines having rolling wheel cutters or knives designed to cut cast or ductile iron. Do not use a hammer and chisel to cut pipe.
b. After cutting, examine all cut ends for possible cracks.
c. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.

F. Pipe Deflection:
1. Push-on and Mechanical Joints:
a. The maximum permissible deflection of alignment at joints shall be limited to that indicted in AWWA C600.
2. Ball and Socket Joints:
a. The maximum permissible deflection of alignment at joints shall not exceed the manufacturer's instructions and recommendations.

3.2 CLEANING AND TESTING
A. Clean and test ductile iron pipes: Refer to Section 02675 of these specifications.

END OF SECTION

SECTION 02622- PVC PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish, install and test PVC pipe of the size(s), type(s) and in the location(s) shown on the Drawings and or specified herein.

1.2 QUALITY ASSURANCE

A. Manufacturer shall have a minimum of five (5) years experience in the manufacture of PVC sewer pipe.

B. Acceptable Manufactures
1. JM Eagle
2. Certainteed
3. IPEX –Blue Brut

1.3 SUBMITTALS TO THE ENGINEER

A. Submit manufacturer's literature, test reports, and certificates in accordance with the General Conditions of the Construction Contract.

B Submit restrained joint system installation instructions. Include bolt torque limitations and assembly tolerances.

1.4 DELIVERY, STORAGE & HANDLING

A. Deliver as job progress requires and store on a smooth bed to prevent point loading.

B. Stack pipe in accordance with manufacturer's instructions.

C. Exercise extra care when handling.

1.5 INSPECTION

A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.

B. Carefully inspect all materials at the time of delivery and just prior to installation.

C. Carefully inspect all pipe and fittings for:
1. Defects and damage.
2. Deviations beyond allowable tolerances for joint dimensions.
3. Removal of debris and foreign matter.

D. Examine areas and structures to receive piping for:
1. Defects, such as weak structural components that adversely affect the execution and quality of work.
2. Deviations beyond allowable tolerances for pipe clearances.

E. All materials and methods not meeting the requirements of the Contract Documents will be rejected.

F. Immediately remove all rejected materials from the project site.

G. Start work only when conditions are corrected to the satisfaction of the Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe & Fittings:

1. Type - Polyvinylchloride (PVC) plastic pipe with integral bell and spigot joints. Polymer compounding and classification shall be in accordance with ASTM D-1784 (Class 12454-B).
2. Water Pipe:
   a. PVC C-900 (DR14) in accordance with ANSI/AWWA C-900 and ASTM D1598 and D2241
   b. Integral Bell Joint shall conform to ASTM D3139
4. Furnish straight pipe in standard 20 foot long laying lengths.
5. Furnish ductile fittings conforming to AWWA C110 or AWWA C153 with a minimum working pressure of 350 psi. Provide fittings with bells and gaskets specifically designed for cast iron equivalent outside diameter PVC C-900 pipe. Use mechanical joint fittings and glands having configuration for C-900 pipe.

B. Joints:

1. Gaskets shall conform to ASTM F-477.
2. Restraint devices for connection to ductile iron mechanical joints shall consist of a split restraint ring installed on the PVC pipe behind the ductile iron fitting follower gland and gasket and shall retain the full deflection capability of the joint. Restraining gland shall be Grip Rings™, Romac Industries, or other equivalent as approved by the Engineer.
3. Use Cor-Ten bolts and nuts for mechanical joint fittings.

C. Marking Tape:

1. Use detectable marking tape per Section 02610.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with the manufacturer's written instructions and as shown on the Drawings.
B. Exercise extra care during winter construction as pipes impact strength is lower.
C. Prior to backfilling, exercise extra care to maintain water level in open excavation below the pipe invert to avoid flotation of pipe already set to line and grade.

3.2 CLEANING AND TESTING

A. Clean and test PVC pipes: Refer to Section 02675 of these specifications.

END OF SECTION

SECTION 2640 – WATER SYSTEM COMPONENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included: Furnish, install, and support and valve equipment in the location(s) and of the size(s) and quantities shown on the Drawings and as directed by the Engineer.

1.2 SUBMITTALS TO THE ENGINEER

A. Submit shop drawings, clearly indicate make, model, location, size, and pressure rating for each components

B. Catalog Data: Submit manufacturer's literature and illustrations for each size of valve furnished.

C. Certificates: Submit manufacturer's certification that components and accessories meet or exceed the requirements of these Specifications.

D. General:

1. Vendor shall identify any and all exceptions to the specifications.
2. Vendor shall provide standard brochures for items quoted.
3. Vendor may be required to supply for inspection and determination of coating process.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Shipping:

1. Prepare components and accessories for shipment as required for complete protection.
2. Seal openings to prevent entry of foreign matter into components.
3. Box, crate, completely enclose and protect components and accessories from accumulations of foreign matter.

B. Storage:

1. Store components and accessories in an area on the construction site protected from weather, moisture, or possible damage.
2. Do not store components or accessories directly on the ground.

C. Handling:

1. Handle components and accessories to prevent damage of any nature to the interior and the exterior surfaces.

D. Inspection:

1. Carefully inspect all components for:
   a. Defects in workmanship and materials.
   b. Removal of debris and foreign material in openings and seats.
   c. Proper functioning of all operating mechanisms.
   d. Tightness of all nuts and bolts.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Like items shall be of the same manufacturer.

B. Provide components with manufacturer's name, valve size, and pressure rating clearly marked on outside of body, either cast on the body or shown on a permanently attached plate in raised letters.

2.2 MATERIALS

A. Components shall be suitable for the intended service. Renewable parts including packing, and seats shall be of types recommended by the manufacturer for intended service but not of a lower quality than specified herein.

B. Components shall be suitable for the exposure they are subject to; buried, exterior, corrosive, etc., as applicable. They shall have all safety features required by OSHA.

2.3 FIRE HYDRANTS

A. General Specifications

1. Hydrant shall open right.
2. The operating nut shall:
   a. be D.I. or bronze
   b. be pentagon in shape with dimensions: Top 1-13/16” tapering to 1-7/8” on bottom
3. Nozzle shall be:
   a. 2 each – 2-1/2” National Standard Thread
   b. 1 each – 4-1/2” National Standard Thread bottom
4. Port covers shall be supplied without chains and shall have the same size pentagon operator as specified in 3(b).
5. Traffic model hydrant with breakaway feature.
6. Barrel length(s) shall be 6 feet cover, 6 ½ feet bury.
7. Hydrant shoe or base shall have the following:
   a. 6” MJ inlet
   b. 5-1/4” valve opening with non-draining bronze seat that is permanently plugged
   c. Valve seat and sub-seat arrangement shall be bronze to bronze
   d. Horizontal and vertical blocking planes manufactured into hydrant bronze
8. Bolts:
   a. All buried mechanical joint bolts and nuts (T-head, etc.) shall be Cor-Ten or equal
   b. All buried flange joint bolts shall be stainless steel (Type 304) or silicone bronze
9. Protective Coatings shall consist of the following:
   a. All paintings and coatings shall be a minimum of 3 mils total dry film thickness, unless noted
   b. The internal area of the hydrant base, which is normally exposed to water and which includes the internal body of hydrant shoes, including lower valve plate, shall be epoxy coated
   c. All internal and external cast iron or ductile iron components shall be coated with an approved bituminous coating, 3 mils minimum

d. Coatings for upper barrel – exterior:
    i. Surface preparation: blast clean SSPC-SP-6
    ii. Primer Sherwin Williams - Red Oxide E61RC21, 1.5 mils, dry
    iii. Finish coat Sherwin Williams – Regal Yellow, F78Y30, 1.5 mils, dry or sufficient paint to hide the second coat
    iv. Total dry film thickness: 3 mils minimum
e. Coatings for bonnet, operating nut, port cap:
    i. Surface preparation: blast clean SSPC-SP-6
    ii. Exterior primer
    iii. Exterior aluminum
    iv. Total dry film thickness: 3 mils minimum

B. Field test of installed hydrant
1. Hydrant flow shall completely stop with no more than 200 ft-lb of torque applied to the operating nut
2. Failure to shut completely at no more than 200 ft-lb of torque will be cause for rejection of the hydrant

C. Acceptable Manufactures
1. American Darling Models: B62B
2. Mueller Super Centurion 200

2.4 RESILIENT SEATED GATE VALVES

A. General Specifications
1. Valves shall meet the latest revision of the AWWA C-509 Standards.
2. Valve shall have a smooth unobstructed water way which shall be a minimum diameter of the valve.
3. Valve ends to be specified and shall be furnished with Cor-Ten (or equal) bolts and nuts.
4. Valve shall be rated zero leak rate at 200 psi differential working pressure and hence a 400 psi hydrostatic test for structural integrity.
5. Seating – Valve shall have a minimum of 2" "O" rings situated such that the "O" rings above the thrust collar can be replaced with the valve under pressure and in the open position.
6. Stem – Valve stem shall:
    a. open right with a stem nut made of grade D,E manganese bronze
    b. be non-rising
    c. be designed with a thrust collar integrally cast to the stem
    d. be designed with two (2) thrust washers, placed one above and one below the stem thrust collar
    e. be constructed of grade D,E manganese bronze
    f. be such that the thrust washers are made of a synthetic polymer with physical properties required
7. Valve Body – The body, including the stuffing box and the bonnet, shall be constructed of cast iron or ductile iron, meeting the latest revision of AWWA C-153.
8. Valve Wedge:
    a. shall be constructed of ductile iron (less guiding mechanism)

b. shall be fully encapsulated and permanently bonded with a resilient elastomer
c. shall be constructed such to allow the flushing of any interior exposed surface during operations

9. Coatings:
   a. the internal and external valve body, including the stuffing box, bonnet, and interior of the wedge shall be fusion bonded epoxy coated with 8 mils D.F.T.)
   b. interior shall meet latest revision of AWWA C-550
   c. shall be holiday free, interior and exterior, per testing method described in AWWA C-550, Sec. 5.1.
10. Operating Nut:
   a. shall be two (2) inch square ductile iron:
      i. with a countersink hold down nut (made of 316 stainless steel or silicone bronze). This applies to stems that are tapered or
      ii. with a stainless steel pin inserted thru the stem. This applies to stems of full diameter.
11. Bolts – The seal plate and bonnet bolts shall be stainless steel (Type 316 or Type 304).
12. Valve 12" nominal diameter and smaller shall be directly operated by the nut on the valve stem and mounted vertically. Number of turns to open or close shall closely match the formula: [(3 x D) + 2]. For example: a 12" valve should open or close with approximately [(3 x 12) + 2] = 38 turns of the operating nut.

B. Approved Resilient Sealed Gate Valves
1. U.S.P.
2. AFC Series 2500
3. Mueller A-2360/61
4. Clow Series F6100

2.5 VALVE BOXES

A. The valve box bottom section shall be slide-type with belt-type base with bottom lip.
Manufacturer: North American Manufacturer

B. The valve box top section shall be slide-type, 36 inches long (minimum). No top flange and no "bead" or bottom flange
Manufacturer: North American Manufacturer

C. The valve box cover shall be a 2" drop-type cover to fit the 7-1/4" opening of the top section.
Manufacturer: North American Manufacturer

D. The valve box intermediate (mid) section shall be slide-type with a minimum 3" belled bottom.

E. Material shall be cast iron or ductile iron free from defects

F. Interior and exterior of all components shall be bituminous coated with a minimum of 4 mils dry film thickness

2.6 CORPORATION STOPS

A. Corporation Stops shall meet the following:
1. Conform to AWWA C-800.

2. Working pressure rated at 300 psi.
3. ¾" and 2" curb stops shall ball valve design with brass ball that is teflon coated or brass ball with Teflon seats.
4. Ball shall be supported by seats which are water tight in either direction.
5. Valve shall have a full port opening.
6. Body of the corporation stop shall be of heavy duty design.

B. Acceptable Manufactures
1. Mueller Company
2. Ford Meter Box Co.
3. A.Y. McDonald
4. Cambridge Brass

2.7 CURB STOPS

A. Corporation Stops shall meet the following:
1. Conform to AWWA C-800.
2. Working pressure rated at 300 psi.
3. ¾" and 2" curb stops shall ball valve design with brass ball that is teflon coated or brass ball with Teflon seats.
4. Ball shall be supported by seats which are water tight in either direction.
5. Valve shall have a full port opening.
6. Body of the corporation stop shall be of heavy duty design.
7. Valve shall open with ¼" turn (90°) with a check or stop.
8. Valve shall not have a drain.
9. Valve stem shall have 2 "O" rings and a bronze ring lock which holds the stem solidly in the valve body.

B. Acceptable Manufactures
1. Mueller Company
2. Ford Meter Box Co.
3. A.Y. McDonald
4. Cambridge Brass

2.8 SERVICE BOX AND ROD

A. Service Box – Approved Manufactures: Laroche, Clow Canada, Bibby
1. Shall be 1.0" Schedule 40 steel pipe with top having 1.0" N.P.T. pipe threads for screw-on cover or coupling
2. Shall be Erie style with 6' slide-type riser
3. Any extension of a service box requires a threaded merchant coupling with no set screw

B. Service Box Cover – Approved Manufactures: Bibby, Clow Canada, QWP
1. Shall be Quincy type (heavy duty) cover that screws on Service Box (A.1 above)
2. Shall be tapped with a 1" rope thread with a solid brass plug with pentagon operating head

C. Service Box Foot Piece– Approved Manufactures: Laroche
1. The standard foot piece shall be heavy duty (Ford style or equal) cast iron design

2. The large, heavy duty foot piece shall have an arch that will fit over 2" tall ball-valve curb stops

D. Service Rod – Approved Manufactures: North American Manufactures
1. Shall have a self aligning design
   a. 36" length for all services
   b. 24" length for all valves
2. Shall be round and constructed of stainless steel (204) with an epoxy coating (minimum 4 mil D.F.T.)
3. Shall have yoke design that is an integral part of the rod
4. The curb stop attachment pin shall be a brass cotter pin
5. The rod "wrench-flat" shall have a minimum thickness of ¼" tapered to 1/16" and width of 5/8" or 1/2"
6. Diameter:
   a. ½", ¾" and 1" services use ½" diameter
   b. 1-1/2" and 2" services use 5/8" diameter

2.9 SERVICE SADDLES

A. General Specifications for Ductile Iron Pipe
1. The service saddle shall have the "larger sized" body, the same as associated with the "service repair" saddle, which shall have a minimum diameter of 6 inches and multiple "O" ring type sealing.
2. The saddle body shall be constructed of epoxy coated ductile iron.
3. The sealing gasket(s) shall be either Buna-N rubber or SBR rubber (ASTM D2000)
4. Service saddles shall be installed with all 1-1/2" and 2" corporation stops (cc only)

B. General Specifications for PVC Pipe
1. Stainless steel straps shall be used on saddles on C-900 PVC pipe
   a.

Size	Tap	Saddle
2" – 2-1/4"	¾". 1" cc	Smith-Blair 315, Ford FC 202

2.10 APPURTENANCES

A. T-Handled Operating Wrenches: Provide one galvanized operating wrench, 4 feet total length, Muller No. A-24610, Clow No. F-2520, or equal. Provide galvanized operating keys for cross-handled valves.

B. Extension Stems for Valve Operators: Where the depth of the valve is such that is centerline is more than 4 feet below grade, operating extension stems shall be provided to bring the operating nut to a point 6 inches below the surface of the box cover. Extension stems shall be constructed of steel and shall be complete with 2-inch square operating nut.

C. Provide all necessary anchor bolts in Type 304 stainless steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install all components in strict accordance with manufacturer's instructions and recommendations, as shown on the Drawings and as directed by the Engineer.

B. Carefully erect all components and support them in their respective positions free from distortion and strain.

C. Repair any scratches, marks and other types of surface damage etc. with original coating as supplied by the factory.

3.2 ADJUSTING

A. Check and adjust all components and accessories for smooth operation.

END OF SECTION

SECTION 02675 – CLEANING AND TESTING OF WATER MAINS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The work of this Section includes the furnishing of all labor, tools, equipment, and materials and performing all operations necessary for the flushing, pressure testing, AND leakage testing of water mains as specified herein and as required to complete the work.

1.2 QUALITY ASSURANCE

A. Standards (as applicable):

1. All work shall be in accordance with this Specification and AWWA C651. Where conflicts appear between these Specifications and AWWA C651, the more stringent requirement shall apply.

1.3 COORDINATION

A. Use of water will only be as approved and coordinated by the Owner.

B. All flushing, pressure and leakage testing shall be done by the Contractor in the presence of the Engineer and Owner and in the presence of the local plumbing or building inspector in accordance with the requirements of the local and State plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Each temporary blow-off shall consist of a corporation cock, type K copper tubing and a curb stop, each of not less than 1-inch diameter.

PART 3 - EXECUTION

3.1 GENERAL

A. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.

B. Supply all labor, equipment, materials, gauges, and pumps required to conduct the tests. The drawings do not detail taps, gauges, plugs, and other related materials required to perform testing. These materials are the responsibility of the Contractor.

C. Flushing and testing of the water main shall closely follow main laying work. As the water line is installed, it shall be tested approximately every 1,000 feet, or between line valves, whichever is less.

E. The testing and related procedures described herein shall be performed in the order listed.

F. The Contractor shall fill mains as slowly as practicable so as not to cause dirty water and serious pressure drops within the existing system.

3.2 FLUSHING

A. All new water mains, and existing water mains that have been drained and cut into for making connections, shall be thoroughly flushed prior to pressure or leakage testing or final chlorination. Flushing shall be accomplished by partially opening and closing valves, hydrants, and blowoffs, several times, under expected line pressure, with flow velocities of not less than 2.5 feet per second, in the main. The size and number of hydrant outlets and/or main taps to provide the required flow (at 40 psi residual pressure) is as follows:

Minimum Required Flow and Openings Required to Flush Water Mains
(Assuming 40 psi Residual Pressure in Water Mains)

Main Diameter (in.)	Flow Required to Produce 2.5 fps in Main (gpm)	Minimum Size of Taps (in.)	Hydrant Outlets	
			Number	Size (in.)
8	390	1-7/8	1	2-1/2
12	880	2-13/16	1	2-1/2

1. If less than a 40 psi residual is available in the main with the size tap shown above, then a larger, or more tap(s) or hydrant outlets, will be required, as determined by the Engineer.
2. The length of time for flushing, at or above the minimum allowable velocity, shall be computed to allow a minimum of 3 times the total volume of water in the main to be flushed to waste. Flushing shall be done in the presence of the Engineer.

3.3 AIR REMOVAL

A. Following flushing, and before applying the specified test pressure, air shall be completely expelled from the mains, valves, and hydrants. After all air has been expelled, the air blowoffs can be closed and the test pressure applied.

3.4 PRESSURE TEST

A. All new water mains, or any sections thereof, shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure that will exist at the point of testing, or 150 psi, whichever is greater. Test pressures shall meet the following requirements:
   1. Be of at least a 2-hour duration.
   2. Be not less than 1.25 times the expected system working pressure at the highest point along the test section.
   3. Not exceed main or thrust-restraint design pressures.
   4. Not vary by more than + 5 psi for the duration of the test.
   5. Not exceed 2-times the rated pressure of the valves or hydrants when the pressure boundary includes closed valves or hydrants. Valves shall not be operated in either direction at differential pressure greater than the rated pressure.

6. Not exceed 1-times the rated pressure of the valves when the pressure boundary of the test section includes resilient seated gate valves.

B. Each section of main shall be slowly raised to the specified test pressure for two separate periods. The first period shall be for 15 minutes, after which the pressure shall be allowed to drop slowly back to system pressure. The pressure shall then be slowly raised again to the specified test pressure and maintained for 2 hours. The test pressure shall be based on the elevation of the lowest point of the main, in the test section, and shall be corrected to the elevation of the test gauge, as directed by the Engineer. The test pressure shall be applied by means of a pump connected to the main, in an approved manner, and which will prevent any backflow into the existing system. Valves shall not be operated in either the closing or opening direction, at differential pressure greater than the rated pressure.

C. Any exposed main, fittings, valves, hydrants, and joints shall be carefully examined during the test. Any damaged or defective main, fittings, hydrants, or valves discovered following, or as a result of the pressure test, shall be repaired or replaced with sound material. If faulty materials are removed and replaced, the pressure testing procedure shall be repeated.

3.5 LEAKAGE TEST

A. Leakage testing shall be conducted concurrently with the pressure test.

B. Leakage is defined as the quantity of water that must be pumped into the new main during the test, or any section thereof, required to maintain pressure within 5 psi of the starting test pressure. Leakage shall be recorded to the nearest one-tenth of a gallon. The Contractor shall employ qualified personnel throughout the testing. Leakage shall not be measured by a drop in pressure over a period of time.

C. Leakage in the test section must be less than an amount determined as follows:

$$L = \frac{SD\,(P^{0.5})}{133{,}200}, \text{ where}$$

L = allowable gallons of leakage per hour
S = the length of main tested, in feet
D = the nominal main diameter in inches
P = the average test pressure during the test, in psi

D. The leakage formula is based on an allowable leakage of 11.65 gallons per day, per mile of main, per inch (nominal) of main diameter, at a pressure of 150 psi. Allowable leakage under various conditions is shown below.

Allowable Leakage per 1,000 Feet of Mainline

Average Test Pressure (psi)	Nominal Diameter (inches)						
	6	8	10	12	16	20	24
200	0.64	0.85	1.06	1.28	1.70	2.12	2.55
175	0.59	0.80	0.99	1.19	1.59	1.98	2.38
150	0.55	0.74	0.92	1.10	1.47	1.84	2.21
125	0.50	0.67	0.84	1.01	1.34	1.68	2.01
100	0.45	0.60	0.75	0.90	1.20	1.50	1.80

1. If the mainline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size.
2. When testing against closed metal seated valves, an additional leakage shall be allowed per closed valve of 0.0078 gallons per hour, per inch of nominal valve diameter.
3. When hydrants are in the test section, the test shall be made against the closed hydrant(s).

E. Acceptance shall be determined on the basis of allowable leakage. If leakage in any test is greater than that specified, the Contractor shall locate and make repairs as necessary until the leakage is within the specified allowance.
1. All visible leaks are to be repaired regardless of the amount of leakage.
2. All water mains shall be pressure and leakage tested in the presence of the Engineer in order to qualify for acceptance.

END OF SECTION