

**CONTRACT & SPECIFICATIONS**

**FOR**

**TOWN LANDING  
EXPANSION**

**HARRINGTON, MAINE**

**MDOT WIN: 018391.10**

**PINE TREE ENGINEERING, INC.  
BATH, MAINE**

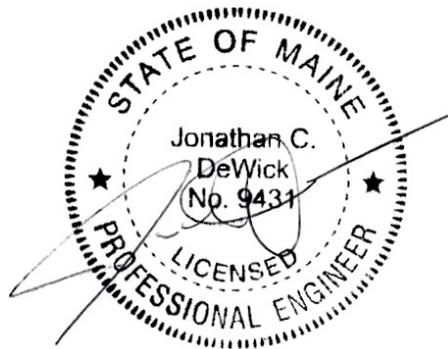
**CONTRACT & SPECIFICATIONS**

**FOR**

**TOWN LANDING  
EXPANSION**

**HARRINGTON, MAINE**

**MAY 2014**



**PINE TREE ENGINEERING, INC.  
53 FRONT STREET  
BATH, MAINE**

**Project Number: 12016  
Maine DOT WIN: 018391.10**

# TOWN LANDING EXPANSION HARRINGTON, MAINE

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or from Pine Tree Engineering upon request

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# **CONTRACT**

Bidding Instructions  
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# BIDDING INSTRUCTIONS

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:
  - a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
  - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
  - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors

# Bidding Notice

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

## NOTICE TO CONTRACTORS

**Location:** Town of Harrington, County of Washington, State of Maine  
**Description:** Town Landing Expansion  
**Project Identification:** Maine Department of Transportation, Locally Administered  
Project Number 018391.10

Sealed bids for the Town Landing Expansion project will be received by the Town of Harrington at the **Harrington Town Office, P.O. Box 142, 114 East Main Street, Harrington, Maine 04643-0142** until **2:00 p.m.** local time, on **Thursday, May 22, 2014**, and then at said office publicly opened and read aloud. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked:

**"BID Enclosed: Do Not Open: Town Landing Expansion, Harrington, Maine  
WIN: 018391.10"**

The project involves construction of a 20' x 126' ramp next to the existing launch ramp, including an 8' x 12' concrete abutment, two timber piles and any other incidental work.

The work to be performed under this contract shall be completed on or before **July 31, 2014**.

For general information regarding Bidding and Contracting procedures, contact Pine Tree Engineering at 207-443-1508 or [pte@pte-maine.com](mailto:pte@pte-maine.com). Questions received after 2:00 PM local time, on Monday May 19th will not be answered.

Technical or engineering questions should be directed to Pine Tree Engineering using the Request for Information (RFI) form included in these specifications and must be received at least 72 hours before bid opening (which is 2:00 PM, on Monday May 19<sup>th</sup>).

This project is being funded in part by Small Harbor Improvement Program (SHIP) funds, reimbursable through the Maine Department of Transportation Local Project Administration Program. This contract is subject to all applicable State laws, policies and procedures.

Plans, specifications, and bid forms may be examined at the Harrington Town Office and at the following location:

Pine Tree Engineering, Inc.  
53 Front Street  
Bath, Maine 04530

The issuing office is:

**Pine Tree Engineering, Inc.**  
**53 Front Street**  
**Bath, Maine 04530**  
**Tel: 207-443-1508**  
**Fax: 207-442-7029**  
**E-mail: [pte@pte-maine.com](mailto:pte@pte-maine.com)**  
**Project Manager: Jonathan DeWick, P.E.**

The Contract Documents may be obtained at no charge from the Town's website <http://www.harringtonmaine.com/harbor-Management.html>. In the event that a Contractor wishes to obtain paper copies of the contract documents, they can be purchased from Pine Tree Engineering upon receipt of \$60 (non-refundable). An additional \$25 (non-refundable) shall be charged for postage and handling.

**Contractors are responsible for checking the Town's website for up to date addenda.** All addenda will be posted on the above Town web address 24 hours prior to bid opening.

Work shall be primarily governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002".

The State of Maine Department of Transportation Standard Specifications, Rev. Dec. 2002, are available for downloading at:

<http://maine.gov/mdot/contractors/publications/standardspec/>

Supplemental Specifications updates at:

<http://www.maine.gov/tools/whatsnew/attach.php?id=492579&an=1>

Standard Detail updates at:

[http://www.maine.gov/mdot/contractor-consultant-information/ss\\_standard\\_details\\_updates.php](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

Each Bid must be made upon the bid form included in the bid documents and must be accompanied by a bid bond at 5% of the bid amount or a cashier's check, or certified bank check at 5% of the bid amount, made payable to "The Town of Harrington" as a bid guaranty. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100% of the Contract price, will be required by the successful bidder.

Award will be based upon the lowest responsive and responsible Bid, as established in the Schedule of Items. The Town of Harrington, Maine reserves the right to reject any or all Bids.

By: Michael Plummer, Selectman

# RFI NOTICE

Bidders:

Please use the attached “Request for Information” form when sending questions and comments concerning specific contracts that have been advertised for bid. Include additional numbered pages as required. Questions are to be faxed or emailed to the project manager shown in the Notice to Contractors. This is the only allowable mechanism for answering project-specific questions. The Town of Harrington will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Fax to: 207-442-7029  
E-mail to: pte@pte-maine.com

# REQUEST FOR INFORMATION

Date \_\_\_\_\_ Time \_\_\_\_\_

---

**Information Requested:**      **WIN:** 018391.10      **Town:** Harrington

---

**Request by:** \_\_\_\_\_ **Bid Date:** \_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_\_) \_\_\_\_\_

---

**Complete top portion of form and transmit as noted above.**

**RFI No:** \_\_\_\_\_ **RFI received:** \_\_\_\_\_

**Response:** \_\_\_\_\_

---

**Response By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the Town of Harrington, P.O. Box 142, 114 East Main Street, Harrington, Maine 04643-0142, and \_\_\_\_\_, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_.

The Town 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 in conformity with the Contract, WIN No. **018391.10**, for the **Town Landing Expansion** project in the Town of **Harrington**, 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 Town 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 **July 31, 2014**. Further, the Town may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Section 107.7 of the Division 100 General Conditions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package (Base Bid and two Additional Alternates) 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

\_\_\_\_\_ (in words)  
\$ \_\_\_\_\_ (in numerals). Performance Bond and Payment Bond each being 100% of the amount of this Contract. (See award amount in Section G below).

**D. Contract.**

1. This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine Department of Transportation Standard Specifications, Revision of December 2002, the 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.
2. List all plans with sheet numbers and titles.

**DRAWING INDEX**

<b><u>SHEET</u></b>	<b><u>TITLE</u></b>
1	Existing Conditions Plan
2	Proposed Improvements Plan and Profile
3	Launch Area Detail
4	Abutment Detail

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Appendix, 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: **WIN 018391.10 Town Landing Expansion, Harrington, Maine**, 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 prices in the attached "Schedule of Items".

The Offerer 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 Town in writing.

The Offerer also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, 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. Specifications and details of this work are included 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 Town of Harrington, 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 on the date specified in the Engineer's "Notice to Commence 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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 a legally authorized representative of the Contractor)

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted for:

**Contract Amount:** \_\_\_\_\_

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

**TOWN OF HARRINGTON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Plummer, Selectman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Glendon Carter, Selectman

\_\_\_\_\_  
Joel Strout, Selectman

**EXPERIENCE STATEMENT**

Experience of the Bidder on work similar to the Owner=s project (**Town Landing Expansion, Harrington, Maine**) is reflected by the following projects:

Project No. 1      Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

Project No. 2      Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

Project No. 3      Owner: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Year Completed: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_

Bidder=s Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## Town Landing Expansion Harrington, Maine Maine Department of Transportation WIN 018391.10

### SCHEDULE OF ITEMS

ITEM NO.	ITEM DESCRIPTION	APPROX.	UNIT OF	UNIT PRICE		BID AMOUNT	
		QUANTITY	MEASURE	DOLLARS	CENTS	DOLLARS	CENTS
203.2001	COMMON EXCAVATION	95	C.Y.				
403.208	HMA, 12.5 mm NOMINAL MAX. SIZE, BASE/WEARING	50	TONS				
411.12	3/4"CRUSHED STONE	45	C.Y.				
502.219	STRUCTURAL CONCRETE, ABUTMENT	1	L.S.				
605.392	6" CRUSHED STONE	90	C.Y.				
609.19	VERTICAL CURB (MARINE USE)	120	L.F.				
610.07	STONE FILL	85	C.Y.				
610.08	PLAIN RIPRAP	105	C.Y.				
620.54	STABILIZATION/REINFORCEMENT GEOTEXTILE	1,000	S.Y.				
659.10	MOBILIZATION	1	L.S.				
530.7	TIMBER PILES	65	L.F.				
841.48	STEEL BOLLARDS	2	EA.				
853.160	CONCRETE LAUNCH PLANKS	10	EA.				
<b>TOTAL:</b>							

### ADDITIVE ALTERNATES

403.209	GRIND/REPAVE EXISTING JOINT (See Plans For location)	1	L.S.				
---------	--	---	------	--	--	--	--

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): \_\_\_\_\_

SURETY (Name and Address of Principal Place of Business): \_\_\_\_\_

OWNER (Name and Address): \_\_\_\_\_

**BID**

Bid Due Date: \_\_\_\_\_

Project (Brief Description Including Location): \_\_\_\_\_

**BOND**

Bond Number: \_\_\_\_\_

Date (Not later than Bid due date): \_\_\_\_\_

Penal sum \_\_\_\_\_

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**END OF SECTION**

FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner's Representative (engineer or other party)

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

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

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

#### **END OF SECTION**

**FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker:  
Owner's Representative (engineer or other party):**

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION:           **Town Landing Expansion  
Harrington, Maine**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bid dated \_\_\_\_\_ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of BID as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TOWN OF HARRINGTON**

By: \_\_\_\_\_  
Michael Plummer, Selectman

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

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

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Title: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: (Contractor)

Dated: \_\_\_\_\_

PROJECT: **Town Landing Expansion  
Harrington, Maine**

OWNER'S CONTRACT NO.: **018391.10**

CONTRACT FOR: **Town Landing Expansion, Harrington, Maine**  
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with Paragraph 3 of the Agreement, the date of completion and readiness for final payment is **July 31, 2014.**

Before you may start any work at the site, you and the Owner must each deliver to the other (with copies to the ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must: (add other requirements)

**Contact DigSafe and complete all of the submittal requirements of MDOT Specification  
104.4.2.**

By: **TOWN OF HARRINGTON**

\_\_\_\_\_  
Michael Plummer, Selectman

**ACCEPTANCE OF NOTICE**

By: **(CONTRACTOR)**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

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

**CONTRACTOR'S AFFIDAVIT**

STATE OF     **Maine**    

COUNTY OF     **Washington**    

Before me, the undersigned, a \_\_\_\_\_ in for said County  
(Notary Public, Justice of the Peace)  
and State personally appeared \_\_\_\_\_  
(Individual, Partner, or Duly Authorized Representative of Corporate Contractor)

who being duly sworn according to law disposes and says that the cost of all Work and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

\_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_

and necessary appurtenant installations have been paid in full.

(CONTRACTOR)

\_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

**CONTRACTOR'S RELEASE**

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

OF \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_,

does hereby acknowledge that \_\_\_\_\_  
(Contractor)

has this day had, and received of and from **the Town of Harrington, Maine**

the sum of One Dollar and other valuable considerations in full and complete satisfaction and  
payment of all sums of money owed, payable and belonging to \_\_\_\_\_  
(Contractor)

by any means whatsoever, for on account, of a Contract Agreement between **The Town of**

**Harrington** and \_\_\_\_\_, dated \_\_\_\_\_ for  
(Contractor) (Agreement Date)

**Town Landing Expansion, WIN 018391.10 .**

NOW, THEREFORE, the said \_\_\_\_\_  
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge **the Town of Harrington, Maine**, its successors and assigns of and from all claims and demands, arising from or in connection with the said Contract dated \_\_\_\_\_, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts reckonings, bonds, bills, specialties, covenants, Contract, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands, whatsoever in law or equity, or otherwise against **the Town of Harrington, Maine**, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, \_\_\_\_\_  
(Contractor)

has caused these presents to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Signed, sealed, and delivered in the presence of:**

\_\_\_\_\_  
(Individual - Contractor)

\_\_\_\_\_

\_\_\_\_\_  
(Partnership - Contractor)

\_\_\_\_\_ By: \_\_\_\_\_  
(Partner)

\_\_\_\_\_

**Attested:**

\_\_\_\_\_  
(Corporation)

\_\_\_\_\_ By: \_\_\_\_\_  
(President or Vice President)

(Corporate Seal)

# SPECIAL PROVISIONS

These Special Provisions include additions and modifications to the MDOT Standard Specifications Revision of December 2002, and are unique to this project.

- 102.7.3 - Acknowledgment of Bid Amendments
- 104 - Utilities
- 105 - Summary of Work
- 105 - Limitations of Operations
- 105 - Overlimit Permits
- 107 - Contract Time
- 403 - Hot Mix Asphalt
- 502 - Structural Concrete, Abutment
- 530 - Timber Piles
- 605 - 6" Crushed Stone
- 609 - Vertical Curb (Marine Use)
- 703 - Aggregates
- 841 - Steel Bollards
- 853 - Concrete Launch Planks

SPECIAL PROVISION  
SECTION 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 available from the issuing office, Pine Tree Engineering, Inc., and from the Town of Harrington. 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 Town of Harrington will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the plan holders.

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)

**SPECIAL PROVISION**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

**GENERAL INFORMATION**

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

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
Bangor Hydro-Electric Company	X		
FairPoint Communications	X		

Temporary utility adjustments are **not** anticipated.

One utility pole, joint owned by Bangor Hydro-Electric and Fairpoint, is within the project site approximately 56' from the edge of proposed construction.

**SPECIAL PROVISION  
SECTION 105  
SUMMARY OF WORK**

**General:**

The following items cover the extent and character of the work. Minor adjustments to the lines and grades may be made by the Owner to result in a better completed installation.

Perform all work according to permits issued by the Maine DEP, U.S. Army Corps of Engineers, and the Town.

Construction traffic shall obey speed limits and be considerate of area property owners.

**Summary of Work:**

The Town Landing Expansion project shall include, but not be limited to the following:

1. The construction of a 20-foot wide launch ramp consisting of pavement and precast concrete planks, over stone base materials held in place by concrete street curb and riprap, all on geotextile.
2. Paved surfaces shall be 3" HMA as shown on the plans.
3. Construction of an 8' x 12' concrete abutment.
4. Four 8' x 20' groundout floats will be provided by the Owner. The floats will occupy a portion of the ramp as a laydown area at low tide.
5. Installation of pressure treated S.Y.P. timber piles to support floats as shown on the plans. They are to be set 5' into ledge in accordance with these specifications.
6. All granular materials/aggregates shall conform to MDOT Standard Specifications (December 2002 revision), unless otherwise noted on the plans or in these specifications. The placement, compaction, and testing shall be in accordance with these specifications.
7. Contractor to provide material testing by an independent qualified testing laboratory reported to the Engineer for all aggregate and granular fill. One gradation test shall be performed per type and location of material. Multiple gradation tests shall be performed for all material types greater than 500 cubic yards at a rate of one test per 500 cubic yards.
8. Geotextile shall be installed at the locations shown on the plans and called for by these specifications. Geotextile shall be Mirafi 600x or approved equal unless otherwise specified on the plans or in these specifications.
9. The contractor shall provide all items necessary to result in a complete and functioning project. Materials not specified, but necessary, shall be of the Contractor's choice for no additional cost to the Owner.
8. The project shall be complete by **July 31, 2014.**

**SPECIAL PROVISION**  
**SECTION 105**

**GENERAL SCOPE OF WORK**  
**(LIMITATIONS OF OPERATIONS)**

The Contractor will be allowed to commence work and end work daily.

Contractor will be allowed to enter roadway at 7:00 A.M. and must be off the roadway before 7:00 P.M.

Any work outside these times will require written approval from the Town.

Contractor shall request approval two (2) working days before they need to work.

**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  
SECTION 107

PROSECUTION AND PROGRESS  
(Contract Time)

- 1) The contractor will be allowed to commence work on this project as long as all applicable plans as required under this contract have been submitted and approved.
- 2) The completion date for this contract is **July 31, 2014**.

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

<b>Desc. Of Course</b>	<b>Grad Design.</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>3" HMA Overlay – Boat Ramp</u></b>						
Wearing	12.5 mm	403.208	N/A	3"	1	4,17,18

**COMPLEMENTARY NOTES**

4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **8-10 ton** vibratory roller. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
18. The Agency administering the contract will provide a NETTCP certified inspector qualified to accept or reject any HMA based on a visual basis, either prior to its use, during placement, or in its final disposition. Mixtures below the minimum 275 degree(F) lower limit, or exceeding the 325 degree(F) upper limit will be rejected from the project. Informational mix samples may be obtained by the Agency at any time for verification of material properties. All HMA mixtures shall be sourced from one approved JMF, per type of mix. The Agency administering the contract shall submit a letter of acceptance at the completion of the contract certifying that all work and materials were inspected and found to be acceptable to the Agency.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup> prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim/base courses and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>. Cleaning objectionable material from the pavement and furnishing and applying Item 409.15 bituminous material to joints and contact surfaces is incidental to the contract paving items.

**Grind/Repair Existing Joint**

Grind the existing ramp to remove one inch of old pavement in preparation for applying a "overlay shim coat".

**SPECIAL PROVISIONS  
SECTION 502  
STRUCTURAL CONCRETE, ABUTMENT**

Description of Work

Work will include excavation of the site, placement of aggregate base, form construction, installation of reinforcing steel and anchor bolts and hardware, placement of concrete, compaction of concrete, finishing concrete, and installation of timber curbs as shown on the Contract Drawings.

1. Quality Assurance

Codes and Standards: Comply with provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

ACI 304	-	Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete,
ACI 305	-	Hot Weather Concreting
ACI 306	-	Cold Weather Concreting
ACI 309	-	Consolidation of Concrete
ACI 347	-	Recommended Practice for Concrete Form Work
ASTM C33	-	Standard Specification for Concrete Aggregate
		Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".

2. Submittals

The Contractor shall submit the size and type of Contractor's equipment to be used, concrete mix, and the concrete supplier.

Products

1. Form Materials

A. Forms for Exposed Finished Concrete: Use plywood, metal, metal-framed plywood-faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

- C. Form Ties: Use factory-fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide ties which will leave no metal closer than 1½ inches to surface.
2. Provide concrete with the following qualities:
    - MDOT Class LP as described in Section 502 MDOT 2002 Standard Specifications.
    - Low permeability 5,000 psi compressive strength at 28 days.
    - 6 gallons of water maximum per 94 pounds of cement (including free water in aggregate).
    - 7%±1% air-content attained with an air-entraining agent (ASTM C 260).
  3. Provide new reinforcing steel bars meeting ASTM A615, Grade 60, deformed and with an 8-12 mil dry film thickness epoxy coating meeting ASTM Standard A 775.
  4. Rebar tie wire shall be soft annealed wire coated with epoxy, nylon or plastic.
  5. Provide ¾" crushed stone base meeting MDOT Standard Specification 703.31 in one 6" lift.
  6. Timber curbs and blocks shall be ACQ Type B pressure treated Southern Yellow Pine or approved equal, dressed four sides. Use Minwax High Performance Wood Filler to fill all recessed anchor bolt holes.

### Execution

1. Excavation: Excavate below subgrade to a minimum of 18" outside abutment sides and 6" below the concrete bottom except as directed by the Owner. Consider the cost of structural earth excavation or structural rock excavation, or both, for the above to be incidental to the concrete abutment item.
2. Installation of Aggregate Base: Place and compact a minimum of 6" base material (¾" crushed stone) below the bottom of abutment to the grade indicated on the Contract Drawings.
3. Construction of forms: Forms shall be constructed in accordance with ACI 347. Chamfer exposed vertical corners of the abutment.
4. Placement of reinforcing steel and connections shall be as shown on the plans.

5. Placement of concrete: Place concrete within forms in the "dry".  
  
Vibrate concrete while placing.  
  
Maintain forms in place, continuous water curing on concrete surfaces, and concrete temperature above 50°F for first 3 days. Keep concrete temperature above 32°F for 4 additional days.
6. Removal of forms in accordance with ACI 347.
7. Finishing concrete surfaces: Screed top of abutment to a true plane, apply a light transverse broom finish, and tool the edges. Rub exposed surfaces with a masonry stone to obtain a uniform texture and appearance.
8. Repair of concrete surfaces: Immediately after removal of forms, correct defects and remove form ties, if used, patch holes with new mortar fraction identical to the original concrete, finish to match wall surface, and moisture cure.
9. Backfilling: Backfill abutment with the materials and the grades shown on the plans, unless otherwise directed, promptly after correcting surface defects.

Method of Measurement

Work described under this section will be considered one unit for payment.

Basis of Payment

Accept the contract lump sum price for concrete abutment, complete in place, as full payment for materials, equipment, tools, and labor necessary to complete this work. All hardware, reinforcement, and wood rails to complete the work as shown on the plans shall be considered incidental.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.219      Structural Concrete, Abutment	Lump Sum

**SPECIAL PROVISIONS  
SECTION 530  
TIMBER PILES**

Description

The Contractor shall furnish all labor, materials and equipment necessary to install float piles as shown on the plans.

Work Included

The proposed work shall include, but not be limited to the following:

**Float Piles** - Installing 2 new S.Y.P piles (CCA 2.5 lbs./c.f.) to support boarding floats as shown on plans. Piles shall be peeled Class A, 14" diameter 3 feet from butt and 9" diameter tip.

S.Y.P. Pile specifications of quality and installation shall conform to Section 501 of MDOT Standard Specifications where applicable.

The piles shall all be cut off at the same elevation. The tops shall be covered with **black** plastic UV-resistant P.E. caps, cone style equal to that supplied by Custom Float Services, Portland, Maine (207-772-3796) or Dock Hardware & Marine (1-800-735-0960). Measure piles after installing and order caps to fit actual sizes to maximum of ½" oversize. Attach caps in place with stainless steel nails, spaced 3" on center.

**Piles Embedded in Bedrock (Rock Socket)** – Timber float piles shall be embedded in bedrock a minimum of 5'-0" as shown on the drawings.

Holes for setting piles shall be drilled into ledge to the depths shown on the drawings. Place piles, as shown on the plans, within a transverse tolerance of plus or minus 3 inches. Drilled holes shall have a minimum diameter of 3" greater than the outside diameter of the timber pile, to allow for either grouting or concreting.

Set piles plumb in the drilled holes, fill in the space around the pile with either grout or concrete. When set into ledge, fill the holes with 4,000 psi concrete in the "dry" or 3,500 psi seal concrete placed underwater by use of "tremie".

Grout shall be Five Star Instant Grout as manufactured by U.S. Grout, or approved equal, and shall be non-shrink, with very rapid strength gain, and be salt water resistant.

Provide seal concrete (placed underwater) with the following qualities:

- 3,500 psi compressive strength at 28 days.
- 6.2 gallons of water maximum per 94 pounds of cement (including free water in aggregate).
- 6.75 bags of Type II Portland cement per cubic yard minimum.
- 6 inch slump maximum.
- 6%  $\pm$  1% air-content attained with an air-entraining agent.

Submittals

The Contractor shall submit product certification forms and pile source for approval by the Engineer, along with a list of equipment used to install the piles.

Method of Measurement

Measurement of piles shall be from the measured embedment depth to the cutoff elevation as shown on the plans.

Basis of Payment

Accept the contract unit price for float piles, complete in place, as full payment for materials, equipment, tools and labor necessary to complete this work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
530.7 Timber Piles	Linear Foot

**SPECIAL PROVISION  
SECTION 605  
6" CRUSHED STONE**

Description

This work shall consist of furnishing all necessary material and equipment, placing, and compacting a layer of crushed stone as shown in the typical cross section.

Crushed stone shall be obtained from rock of uniform quality and shall consist of clean, angular fragments of quarried rock, free from soft disintegrated pieces or other objectionable matter, and meet the following gradation requirements in the stockpile at the source.

<b>Crushed Stone</b>	
<b>Sieve Designation</b>	<b>Percentage by Weight Passing Square Mesh Sieves</b>
6"	90-100
3"	0-15

Construction

Placement of 6" crushed stone shall be in accordance with 304.03 through 304.05.

Method of Measurement

6" crushed stone shall be measured in place from vertical and horizontal dimensions, but shall not exceed those shown on the plans without the Engineer's approval.

Basis of Payment

Accept the contract unit price for 6" crushed stone complete in-place as full payment for materials, equipment, tools and labor necessary to complete this work.

Payment will be made under:

Pay Item

605.392 6" Crushed Stone

Pay Unit

Cubic Yard

**SPECIAL PROVISION  
SECTION 609  
VERTICAL CURB (MARINE USE)**

**GENERAL**

Description of Work

Work included: Furnish all material, labor and equipment to install concrete curbs as indicated here and on the drawings.

Quality Assurance

- A. Acceptable manufacturers:
  - 1. Gagne and Son Concrete Products
  - 2. Precast Concrete Products of Maine
  - 3. Old Castle Concrete
  - 4. American Concrete
  - 5. Approved Equal
  
- B. Contractor shall inspect and ensure that each curb is in good condition with all surfaces clean and neat with no honeycombing, spalling or cracks
  
- C. If the Owner/Engineer rejects any planks at the construction site because they do not meet this standard of quality, it shall be the Contractor's responsibility to remove and properly dispose of the rejected materials and to purchase and deliver acceptable curb to the job site at no additional cost to the Owner.
  
- D. Any damage caused to curbs as a result of Contractor activity shall be repaired or replaced, to the satisfaction of the Owner, by the Contractor, at no additional cost to the Owner.

Submittals

Submit shop drawings, concrete mix, and manufacturer's literature.

**PRODUCTS**

Precast Concrete Curb

- A. Six-foot precast concrete curb weighs approximately 730 lbs., and measures 7" by 1'- 6" in cross section.
- B. Concrete: Concrete shall conform to:
  - 1. MDOT Class P, 5,000 psi compressive strength at 28 days
  - 2. Type III cement
  - 3. Type F 20% Fly Ash
  - 4. 30 gallons of water per c.y.

5. Air Entrainment – 5.5 – 7.5%
6. Corrosion inhibitor - 3 gallons/c.y.
7. Aggregate
  - 3/4" stone (660 #/c.y.)
  - 3/8" stone (825 #/c.y.)
  - Sand (1,270 #/c.y.)
8. Viscosity modifier - 1,407/c.y.
9. HRWR – 48 oz./c.y.
- C. Reinforcement: 2 - #4, Grade 60 (ASTM A615), epoxy coated rebar.

## **EXECUTION**

### Subgrade Preparation

Subgrade material shall be compacted to 95% dry density (AASHTO T-180 method C or D).

### Installation

Installation shall comply with Section 609.

- A. Six inches of 3/4" crushed stone base shall be will placed to ensure the entire length of curb is fully supported.
- B. Crushed stone base shall conform to this specification.
- C. The profile of the curb shall follow the profile of the grade shown on the drawings.
- D. The curb shall be set so that the front top arris line is in close conformity to the line and grade required as shown on the plans or directed by the Engineer.
- E. The required spacing between curb and adjacent pavement or concrete ramp shall be a maximum of 1/2 inch.

### Basis of Measurement

Basis of measurement shall be by the linear foot as measured in the field.

### Basis of Payment

Accept the unit contract price for marine use vertical curb, complete in place, as full payment for materials, equipment, tools and labor necessary to complete this work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
609.19 Vertical Curb (Marine Use)	Linear foot

**SPECIAL PROVISION  
SECTION 703  
AGGREGATES**

703.26 Plain and Hand Laid Riprap - Replace the last two sentences with "Stones shall weigh a minimum of 25 lbs. and at least 50% of the stones, by volume, shall exceed 90 lbs."

**SPECIAL PROVISIONS  
SECTION 841  
STEEL BOLLARDS**

Description of Work

1. The Contractor shall furnish all labor, materials and equipment necessary to install 2 steel bollards next to the concrete abutment as shown on the plans.
2. Submittals  
The Contractor shall submit the certificate for the steel pipe and product information for the paint supplies.

Products

1. Steel Pipe Products  
The steel pipes shall be 6" nominal diameter Schedule 40. Each bollard shall be 8 feet in length.
2. Paint for Bollards  
Paint for bollards shall be a two-component, epoxy, self-priming coating suitable for use on steel. Rust-Oleum® High Performance SC9100 System 100 VOC DTM Epoxy Mastic, or approved equal.

Execution

1. Surface Preparation

All steel surfaces shall be cleaned in accordance with manufacturer's specification or SSPC-SP-6.

All surfaces to be coated shall be free of cracks, pits, fins, projections, or other imperfections that would interfere with the formation of a uniform, unbroken coating film. The coating contractor is to examine the substrate to determine if it is in satisfactory condition to receive the paint system.

All oil, grease, and chalking shall be completely removed with biodegradable degreasers prior to mechanical cleaning begins. (Rust-Oleum 3599 Cleaner Degreaser, or equivalent).

Surfaces of welds shall be scraped and ground as necessary to remove all slag and weld spatter.

2. Painting

Mix, thin, apply and store the coating as recommended by the manufacturer.

Provide two coats (2 mils per coat) of "safety yellow" enamel paint on the metal surfaces.  
Rust Oleum® High Performance SC9100 System 100 VOC DTM Epoxy Mastic.

3. Installation of Bollards

Set tops of bollards four and one half feet above concrete abutment surface. Fill bollards with concrete. Place and finish concrete to a convex surface above top of steel pipe.

Method of Measurement

Work described under this section will be considered one unit for payment.

Basis of Payment

Accept the contract lump sum price for each steel bollard, complete in place, as full payment for materials, equipment, tools and labor necessary to complete this work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
841.48      Steel Bollards	Each

**SPECIAL PROVISION  
SECTION 853  
CONCRETE LAUNCH PLANKS**

1. Description  
The Contractor shall provide all labor, material, and equipment necessary to purchase and install the precast concrete launch planks as shown on the plans.
2. Plank Acquisition  
Concrete Launch Planks shall be purchased from one of the following:
  - Precast Concrete Products of Maine, Inc. (Tel: 800-696-8265)
  - American Concrete Industries (Tel: 207-947-8334)
  - Gagne & Sons, Inc. (Tel: 207-725-4394)
  - Oldcastle Precast, Inc. (Tel: 1-888-965-3227)
  - Approved other
3. Installation  
The Contractor shall install the planks (one plank at a time) on the prepared launch ramp.
4. Submittals  
Provide a catalog cut and manufacturer's material list certifying that the galvanized bolts are Grade 5 or better.
5. Method of Measurement  
The number of concrete planks set in place shall be the quantity for measurement.
6. Basis of Payment  
The Contractor shall accept the unit price, complete in place, as full payment for materials, equipment, tools, bolts, and labor necessary to complete this work.

Payment will be made under:

Pay Item		Pay Unit
853.160	Concrete Launch Planks	Each

# **SUPPLEMENTAL SPECIFICATIONS**

These Special Provisions have been drafted by MDOT personnel to supplement the MDOT Standard Specifications dated 2002 and the MDOT Supplemental Specifications (Repair Spec) dated January 25, 2013.

- 400 - Special Provision, Division 400 - Pavement
- 703 - Special Provision - Aggregates

# **SUPPLEMENTAL SPECIFICATIONS (REPAIR SPEC)**

Supplemental Specifications (Repair Spec) updates are available online at:

<http://www.maine.gov/tools/whatsnew/attach.php?id=492579&an=1>

The Repair Spec may also be obtained upon request from:

Pine Tree Engineering, Inc.  
53 Front Street  
Bath, Maine 04530

Tel: 443-1508  
Fax: 442-7029

pte@pte-maine.com

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

For specification purposes, RAP will be categorized as follows:

Class III – The Contractor may use a maximum of 10 percent Class III RAP in any base, binder, surface, or shim course. Class III RAP will be allowed in hand-placed mixes for item 403.209 at a rate of up to 20 percent.

Class II – The Contractor may use a maximum of 20 percent Class II RAP in any base, binder, surface, or shim course.

Class I – The Contractor may use a maximum of 30 percent Class I RAP in any base, binder, surface, 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.

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 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. Should all of the Acceptance samples of a Lot be obtained prior to the receipt of the first Acceptance result, the Department will not allow the aim changes to be applied to that Lot. 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 reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G <sub>mm</sub> )			Voids in the Mineral Aggregate (VMA)(Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
	N <sub>initial</sub>	N <sub>design</sub>	N <sub>max</sub>	Nominal Maximum Aggregate Size (mm)						
				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.

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 Contractor may utilize either a 64-28 or 58-28 PGAB. The Contractor must stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work. For mixtures containing greater than 20 percent but no more than 30 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.

The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology for any base, intermediate base, or shim 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 2°C [35°F] or higher, and the area to be paved is not frozen. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department.

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 15<sup>th</sup> and the Saturday following October 15<sup>th</sup>, 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 15<sup>th</sup> and the Saturday following September 15<sup>th</sup>.

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 1<sup>st</sup> and the Saturday following September 1<sup>st</sup> 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. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.
  1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
  2. 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.

If, after 48 hours the discrepancy has not been addressed and reduced below 1.0%, than plant operations will cease. Plant operation may resume after the discrepancy has been brought within 1.0%.

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, oscillatory, 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, on irregular or milled surfaces, 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 [ $\frac{1}{4}$  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.
- v. Provisions for how the QCP will be communicated to the Contractor's field personnel

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 Gyrotory 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 gradation 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 @  $N_d$ , 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 Contractor 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 subplot 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 subplot. 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	0.9 +/-0.3
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%

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	0.9 +/-0.3
Voids in the Mineral Aggregate	LSL from Table 1
Voids Filled with Binder	Table 1 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	0.9 +/-0.3
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%

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

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 subplot 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<sub>d</sub>, VMA, VFB, F/B<sub>eff</sub>, 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:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

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

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

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<sub>d</sub>, VMA, VFB, F/B<sub>eff</sub>, 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:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

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

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10$$

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:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

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:

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

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 at least 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 Table 10: 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 subplot 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.

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:

<u>Pay Item</u>	<u>Pay Unit</u>
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.
- h. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.

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:

<u>Pay Item</u>	<u>Pay Unit</u>
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 703**  
**AGGREGATES**

The Standard Specifications, Revision of 2002 Section 700 - Materials, Subsection 703.09 HMA Mixture Composition has been revised as follows:

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 tables or as otherwise specified.

**TABLE 1: COMPOSITION OF MIXTURES - CONTROL POINTS**

SIEVE SIZE	GRADING			
	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	100
12.5 mm	-	-90	90-100	95-100
9.5 mm	-	-	-90	80-100
4.75 mm	23-49	28-58	32-67	40 - 80
2.36 mm	-	-	-	-
1.18 mm	-	-	-	-
600 µm	-	-	-	-
300 µm	-	-	-	-
75 µm	<b>2.0-7.0</b>	<b>2.0-7.0</b>	<b>2.0-7.0</b>	<b>2.0-7.0</b>
SIEVE SIZE	RESTRICTED ZONES			
	TYPE 19 mm [¾ in]	TYPE 12.5 mm [½ in]	*TYPE 9.5 mm [⅜ in]	TYPE 4.75 mm [#40]
	PERCENT BY WEIGHT PASSING - COMBINED			AGGREGATE
37.5 mm [1½ in]	-	-	-	-
25 mm [1 in]	-	-	-	-
19 mm [¾ in]	-	-	-	-
12.5 mm [½ in]	-	-	-	-
9.5 mm [⅜ in]	-	-	-	-
4.75 mm [No. 4]	-	-	-	-
2.36 mm [No. 8]	34.6	39.1	47.2	-
1.18 mm [No. 16]	22.3-28.3	25.6-31.6	31.6-37.6	-
600 µm [No. 30]	16.7-20.7	19.1-23.1	23.5-27.5	-
300 µm [No. 50]	13.7	15.5	18.7	-
75 µm [No. 200]	-	-	-	-

\* The restricted zone is presented for information and definition of "Fine" 9.5mm mixes only.

# **STANDARD DETAIL UPDATES**

## SECTION 4 STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

[http://www.maine.gov/mdot/contractor-consultant-information/ss\\_standard\\_details\\_updates.php](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

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

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
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	2/02/09
502(03A)	Concrete Curb	2/02/09
502(07)	Precast Concrete Deck Panels	2/02/09
502(07A)	Precast Concrete Deck Panels	2/02/09
502(08)	Precast Concrete Deck Panels	2/02/09
502(09)	Precast Concrete Deck Panels	2/02/09
502(10)	Precast Concrete Deck Panels	2/02/09
502(11)	Precast Concrete Deck Panels	2/02/09
502(12)	Precast Concrete Deck Panels	2/02/09
502(12A)	Precast Concrete Deck Panels	2/02/09
526(06)	Permanent Concrete Barrier	2/02/09
526(08)	Permanent Concrete Barrier	2/02/09
526(08A)	Permanent Concrete Barrier	2/02/09
526(13)	Permanent Concrete Barrier	2/02/09
526(14)	Permanent Concrete Barrier	2/02/09
526(21)	Concrete Transition Barrier	2/02/09
526(39)	Texas Classic Rail	2/02/09
526(40)	Texas Classic Rail	2/02/09
526(41)	Texas Classic Rail	2/02/09
526(42)	Texas Classic Rail	2/02/09
606(20)	Guardrail Type 3 - Single Rail Bridge Mounted	2/02/09
606(21)	Guardrail Type 3 - Single Rail Bridge Mounted	2/02/09

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
606(22)	Guardrail Type 3 - Single Rail Bridge Mounted	2/02/09
606(23)	Guardrail Type 3 - Single Rail Bridge Mounted	2/02/09
609(06)	Vertical Bridge Curb	2/02/09
609(08)	Precast Concrete Transition Curb	2/02/09
502(12)	Precast Concrete Deck Panels	10/28/09
504(22)	Diaphragm and Crossframe Notes	10/28/09
626(09)	Electrical Junction Box for Traffic Signals and Lighting	8/27/10
526(08)	Permanent Concrete Barrier	12/7/10
526(08A)	Permanent Concrete Barrier	12/7/10
504(15)	Diaphragms	5/19/11
507(09)	Steel Bridge Railing	5/19/11
507(09)A	Steel Bridge Railing	5/19/11
610(02)	Stone Scour Protection	5/19/11
610(03)	Stone Scour Protection	5/19/11
610(04)	Stone Scour Protection	5/19/11
620(05)	Geotextile Placement for Protection of Slopes Adjacent to Streams & Tidal Areas	05/19/11
502(03)	Concrete Curb	8/08/11
610(02)	Stone Scour Protection	8/09/11
606(03)	Guardrail	9/19/12
504(20)	Tension Flange Connection for Diaphragms and Crossframes	10/12/12
504(22)	Diaphragms and Crossframe Notes	10/12/12
504(24)	Hand-hold Details	10/12/12

# **APPENDIX**

## **PERMITS**

DEP - Permit by Rule  
- NRPA Individual

ACOE - Programmatic General Permit

## 15. Public boat ramps

### A. Applicability

- (1) This section applies to the construction of a new, or the replacement of an existing, public boat ramp or carry-in launch area, including associated parking and accessways, in or adjacent to a protected natural resource by a public natural resource agency, Maine Department of Transportation, municipality, or owners of a federally licensed hydropower project within the resource affected by the hydropower project. This section does not apply if a portion of the ramp or related facilities is located in, on or over emergent marsh vegetation or intertidal mudflat.
- (2) This section applies to the construction of up to 2 launch lanes at a facility provided no more than 2 lanes exist or will exist at the completion of the activity.
- (3) This section does not apply to a new boat ramp on a lake infested with aquatic invasive plants, as defined in 38 M.R.S.A. Section 410-N. The Department of Environmental Protection identifies and maintains a list of these infested lakes.

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NOTE: A permit will be required from the US Army Corps of Engineers for the following types of projects:

- (a) Any activity involving open trench excavation in a waterbody;
- (b) Any activity in coastal waterways;
- (c) Any activity within a river, stream or brook between October 2 and July 14; or
- (d) Any activity involving work in waterways designated as Essential Fish Habitat for Atlantic salmon including all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

A copy of the permit by rule notification form and original photographs, not photocopies, should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, 675

Western Avenue, Suite #3, Manchester, ME 04351. Tel. (207) 623-8367).

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## **B. Submissions**

- (1) The applicant is required to submit photographs of the area in which this activity is proposed.
- (2) Photographs showing the finished activity must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.
- (3) If the project results in a new or expanded access drive or parking area, the project design plan, erosion control plan and a request for review for an activity on great ponds classified as GPA under 38 M.R.S.A. Section 465-A must be submitted to the DEP's Division of Watershed Management (DWM) prior to submitting the notification form to the DEP. A certification from DWM must be obtained and must be included with the notification form, along with final project plans and the erosion control plan, when it is submitted to the DEP.
- (4) If the proposed activity involves work below the mean low water line of a waterbody, the applicant shall submit a copy of the project design plan along with a copy of the notification form to the Department of Conservation, Bureau of Parks and Lands, Submerged Lands Program (State House Station #22 Augusta, Maine 04333) at the time the notification form is submitted to the DEP. Work on the activity may not begin until a lease or easement is obtained or the Bureau of Parks and Lands has provided notification that one is not necessary.

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NOTE: Processing of a request for a lease or easement may require several weeks of review by the Bureau of Public Lands.

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- (5) If the proposed activity is located within a coastal wetland area, the applicant shall submit, along with the notification form, a letter from both the Department of Inland Fisheries and Wildlife and the Department of Marine Resources that describes times of the year in which the construction of the boat ramp may occur.
- (6) If the proposed activity is located within a freshwater wetland, great pond, river, stream or brook, the applicant shall submit, along with the notification form, a letter from the Department of Inland Fisheries and Wildlife that describes times of the year in which the construction of the boat ramp may occur.

## **C. Standards**

- (1) The erosion control plan must be followed. Erosion of soil or fill material from disturbed areas into the resource must be prevented. The following measures must be taken:
  - (a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;
  - (b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;

- (c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;
- (d) All disturbed soils must be permanently stabilized; and
- (e) Within 30 days of final stabilization of the site, any silt fence must be removed.

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NOTE: For guidance on erosion and sedimentation controls, consult the Maine Erosion and Sediment Control BMPs, dated March 2003. This handbook and other references are available from the DEP.

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- (2) A hard-surfaced launch must be used where boats will be launched from trailers, and must meet the following specifications:
  - (a) The underwater portions of the ramp, at the time of construction, must be constructed of reinforced precast concrete planks, panels or slabs;
  - (b) The portion of the ramp used by the towing vehicle may not have a slope that exceeds 15%; the portion of the ramp used by the trailer only may not have a slope that exceeds 20%;
  - (c) The width of the hard surfaced launch lane(s) may not exceed 20 feet as measured parallel to shore;
  - (d) The upper most 6 inches of the base must consist of crushed rock or crushed or screened gravel having 5% or less passing a 200 mesh sieve; and
  - (e) Fill slopes at or below the normal high water line must be protected with riprap. Riprap installation must meet the standards for riprap in PBR Section 8, "Shoreline stabilization".
- (3) An additional area of up to 8 feet wide as measured parallel to shore may be constructed using bituminous pavement, precast concrete planks, panels or slabs to support docking systems.
- (4) A carry-in launch area for small boats must:
  - (a) Consist of gravel, rock, sand, vegetation, or other erosion resistant materials;
  - (b) Have a grade not exceeding 18%; and
  - (c) Be Limited, below the low water line, to constructing a path up to 6 feet wide, measured parallel to shore, consisting of cobble, rock or concrete planks, to access deeper water to float watercraft.
- (5) A vegetated buffer zone at least 25 feet in width must be maintained between any new or expanded parking area and the waterbody.

- (6) A parking area or access road may not be located in a protected natural resource, except that an access roadway may cross a stream if the requirements of PBR Section 10 "Stream crossings" are met.
- (7) Any new or expanded parking area or roadway must divert stormwater runoff away from the ramp to an area where it may infiltrate into the ground before reaching the waterbody.
- (8) Machinery may operate below the water line only when necessary to excavate or place material below the existing water level and must travel and operate on temporary mats or portions of the ramp that have been constructed.
- (9) Timing of the activity must conform to the recommendations of biologists from the Department of Inland Fisheries and Wildlife or the Department of Marine Resources, as appropriate, as described in letters submitted along with the notification form.
- (10) Any debris generated during the work must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A Section 1301 *et seq.*
- (11) Uncured concrete may not be placed directly into the water. Concrete must be pre-cast and cured at least three weeks before placing in the water or, where necessary, must be placed in forms and cured at least one week before the forms are removed. No washing of tools, forms, etc. may occur in or adjacent to the waterbody or wetland.
- (12) 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 such a manner as to expose all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol shall not be used where it will contact water.

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

- (1) **Emergent marsh vegetation.** Plants that are erect, rooted and herbaceous, and that may be temporarily to permanently flooded at the base, but do not tolerate prolonged inundation of the entire plant; (e.g. cattails, saltmarsh cordgrass).
- (2) **Public natural resource agency.** The Maine Department of Inland Fisheries and Wildlife, the Maine Department of Marine Resources, the Maine DEP, the Maine Department of Conservation, the United States Fish and Wildlife Service, the United States Forest Service, the United States Natural Resources Conservation Service and County Soil and Water Conservation Districts.
- (3) **Project design plan.** A detailed plan of the proposed activity indicating all dimensions (width, height, length) relative to the mean low water mark, and including any appurtenant structures that may be seasonal in nature.



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

A-5



PAUL R. LEPAGE  
GOVERNOR

PATRICIA W. AHO  
COMMISSIONER

April 2014

Town of Harrington  
Michael Plummer  
P.O. Box 142  
Harrington, ME 04643-0142

RE: Natural Resources Protection Act Application, Harrington, DEP #L-25958-4P-B-N

Dear Mr. Plummer:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit, please get in touch with me directly. I can be reached at (207) 446-7120 or at [maria.lentine-eggett@maine.gov](mailto:maria.lentine-eggett@maine.gov).

Sincerely,

Maria Eggett, Project Manager  
Division of Land Resource Regulation  
Bureau of Land & Water Quality

pc: File



STATE OF MAINE  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

TOWN OF HARRINGTON	) NATURAL RESOURCES PROTECTION ACT
Harrington, Washington County	) COASTAL WETLAND ALTERATION
TIMBER PILES	) WATER QUALITY CERTIFICATION
L-25958-4P-B-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of TOWN OF HARRINGTON with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: On April 1, 2013, the applicant submitted an application (#L-25958-4P-A-N) proposing to place four removable steel piles and four 8-foot wide by 20-foot long seasonal floats at a town site. Since they were temporary structures, both the piles and floats were exempt from Department review. In Permit-By-Rule #55896, dated May 17, 2013, the Department approved a public boat launch for the Town of Harrington. Upon receiving construction bids, the applicant determined the removable steel piles were not cost effective.

B. Summary: The applicant proposes to install two permanent timber piles instead of the four removable steel piles to anchor the seasonal floats at the Town boat launch. The project site is located on the Landing Road in the Town of Harrington. The lot is depicted as Lot 18 on the Town of Harrington Tax Map 8.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site. Department staff visited the project site on April 2, 2014.

The proposed project is located on Harrington Bay, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The piles are proposed at a developed waterfront site that contains a permanent wharf.

The proposed project was evaluated using the Department's Visual Impact Assessment Matrix and was found to have an acceptable potential visual impact rating. Based on the

information submitted in the application, the visual impact rating, and the site visit, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

Very minimal soil disturbance is expected from the driving of the piles.

The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project and stated that since this is an addition to an existing development, minimal impacts to wildlife are anticipated.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The applicant proposes to use chromated copper arsenate (CCA) treated piles. To protect water quality, the CCA-treated piles must be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction.

Provided that CCA-treated piles are cured as described above, the Department finds that the proposed project will not violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to directly alter 2 square feet of coastal wetland to install two timber piles.

The Wetland Protection Rules interpret and elaborate on the Natural Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a coastal wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an alternatives analysis for the proposed project completed by Pine Tree Engineering, Inc. and dated March 2014. The purpose of the facility is to provide access for fishermen to load and unload gear. Two piles are proposed to anchor four 8-foot wide by 20-foot long seasonal floats to replace the temporary piles which are not effectively anchoring the floats and are too costly to remove every year. Due to the large number of commercial fishermen that use the site, the town needs to maintain this access. The previous design was too costly to construct and maintain. Finally, due to high winds from the northwest and southwest, it is necessary to install piles to anchor the floats. The applicant has determined the approved boat launch and anchored seasonal floats are the minimum necessary to provide access to the fishermen.

B. Minimal Alteration. The amount of coastal wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant has concluded that two piles are the minimum necessary to successfully anchor the floats.

C. Compensation. In accordance with Chapter 310 Section 5(C)(6)(b), compensation is not required to achieve the goal of no net loss of coastal wetland functions and values since the project will not result in over 500 square feet of fill in the resource, which is the threshold over which compensation is generally required. Further, the proposed project will not have an adverse impact on wildlife habitat as determined by MDIFW. For these reasons, the Department determined that compensation is not required.

The Department finds that the applicant has avoided and minimized coastal wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

L-25958-4P-B-N

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters provided that the CCA-treated piles are cured as described in Finding 5.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of the TOWN OF HARRINGTON to install two piles as described in Finding 1, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

- 1. Standard Conditions of Approval, a copy attached.
- 2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
- 3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This

License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

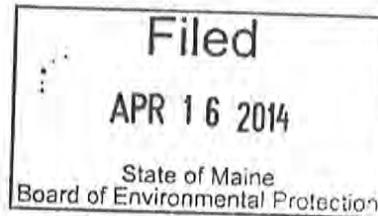
- 4. The CCA-treated piles shall be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 16<sup>th</sup> DAY OF April, 2014.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: *Michael Keenan*  
 For: Patricia W. Aho, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

ME/L25958bn/ATS#77528



## Natural Resources Protection Act (NRPA) Standard Conditions

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THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET. SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.



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

REPLY TO  
ATTENTION OF

MAINE GENERAL PERMIT (GP)  
AUTHORIZATION LETTER AND SCREENING SUMMARY

Town of Harrington  
P.O. Box 142  
Harrington, Maine 04643

CORPS PERMIT # NAE-2000-668-M1  
CORPS PGP ID# 13-086  
STATE ID# \_\_\_\_\_

DESCRIPTION OF WORK:

Place approximately 3,900SF (0.09 acres) of fill below the high tide line in Harrington Bay at Harrington, Maine in conjunction with the expansion of an existing boat ramp as shown on the attached plans entitled "Town Landing Expansion" in six (6) sheets dated "March 2013". The project consists of the following: A 20' x 133' boat ramp with an 8' x 12' abutment leading to four (4) 7' x 28' pile secured floats adjacent to the boat ramp. **SPECIAL CONDITIONS: See attached sheet.**

LAT/LONG COORDINATES: 44.5445859° N -67.8040886° W USGS QUAD: HARRINGTON, 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 General Permit (GP). This is your Corps Permit.**

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation. Please review the enclosed GP carefully, including the GP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the GP 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 41 of the GP (page 18) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 12, 2015. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 12, 2016.

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 03/29/2013

APPLICATION TYPE: PBR: \_\_\_\_\_, TIER 1: \_\_\_\_\_, TIER 2: \_\_\_\_\_, TIER 3: X, NRPA: X, LURC: \_\_\_\_\_, DMR LEASE: \_\_\_\_\_, NA: \_\_\_\_\_

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 03/14/2013 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>

SHAWN B. MAHANEY  
SENIOR PROJECT MANAGER  
MAINE PROJECT OFFICE

FRANK J. DELGIUDICE  
CHIEF, PERMITS & ENFORCEMENT BRANCH  
REGULATORY DIVISION  
DATE APR 29 2013

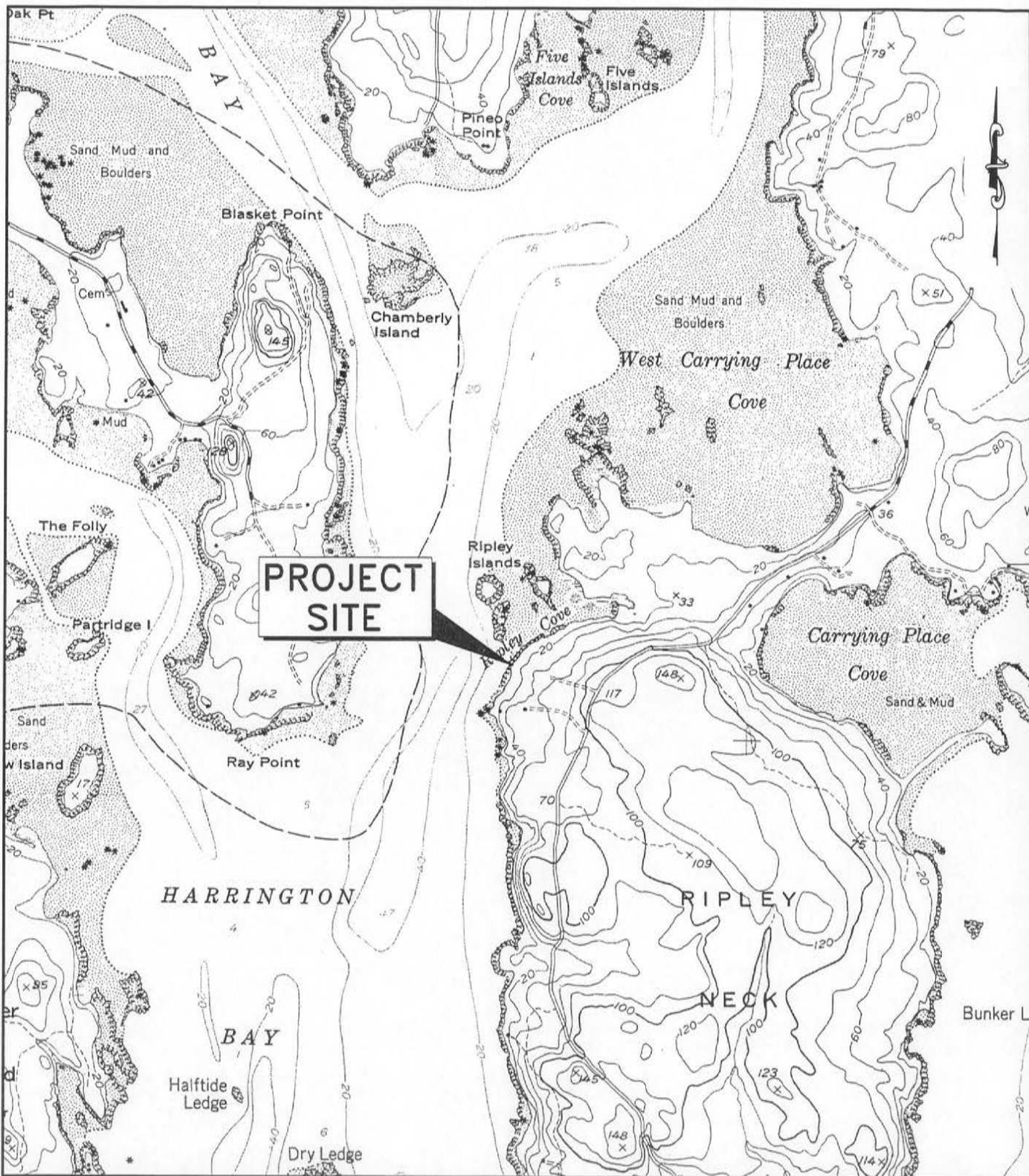


US Army Corps  
of Engineers®  
New England District

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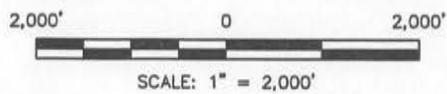
SPECIAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
GENERAL PERMIT  
NO. NAE-2000-668-M1

1. The permittee shall ensure 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. 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.
3. No additional structures (such as but not limited to, moorings, ramps, floats, pier additions, buildings on the pier) are authorized without written approval from the Corps.
4. Pile installation shall adhere to one of the 4 methods in (i) –(iv) below:
  - i. Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or
  - ii. Must be drilled and pinned to ledge, or
  - iii. Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or
  - iv. Impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any size, concrete piles  $\leq$ 18-inches diameter, steel piles <12-inches diameter if the hammer is  $\leq$ 3000 lbs and a wood cushion is used between the hammer and steel pile.For (ii) – (iv) above:
  - i. In-water noise levels shall not exceed >187dB SEL re 1 $\mu$ Pa or 206dB peak re 1 $\mu$ Pa at a distance >10m from the pile being installed., and
  - ii. In-water noise levels >155dB peak re 1 $\mu$ Pa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 155dB peak re 1 $\mu$ Pa) must be provided between work days.
5. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals). **The forms are attached after the plans.**



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**TOWN LANDING EXPANSION**  
**HARRINGTON, MAINE**  
 SOURCE: U.S.G.S.  
 HARRINGTON QUADRANGLE  
 7.5 MINUTE SERIES

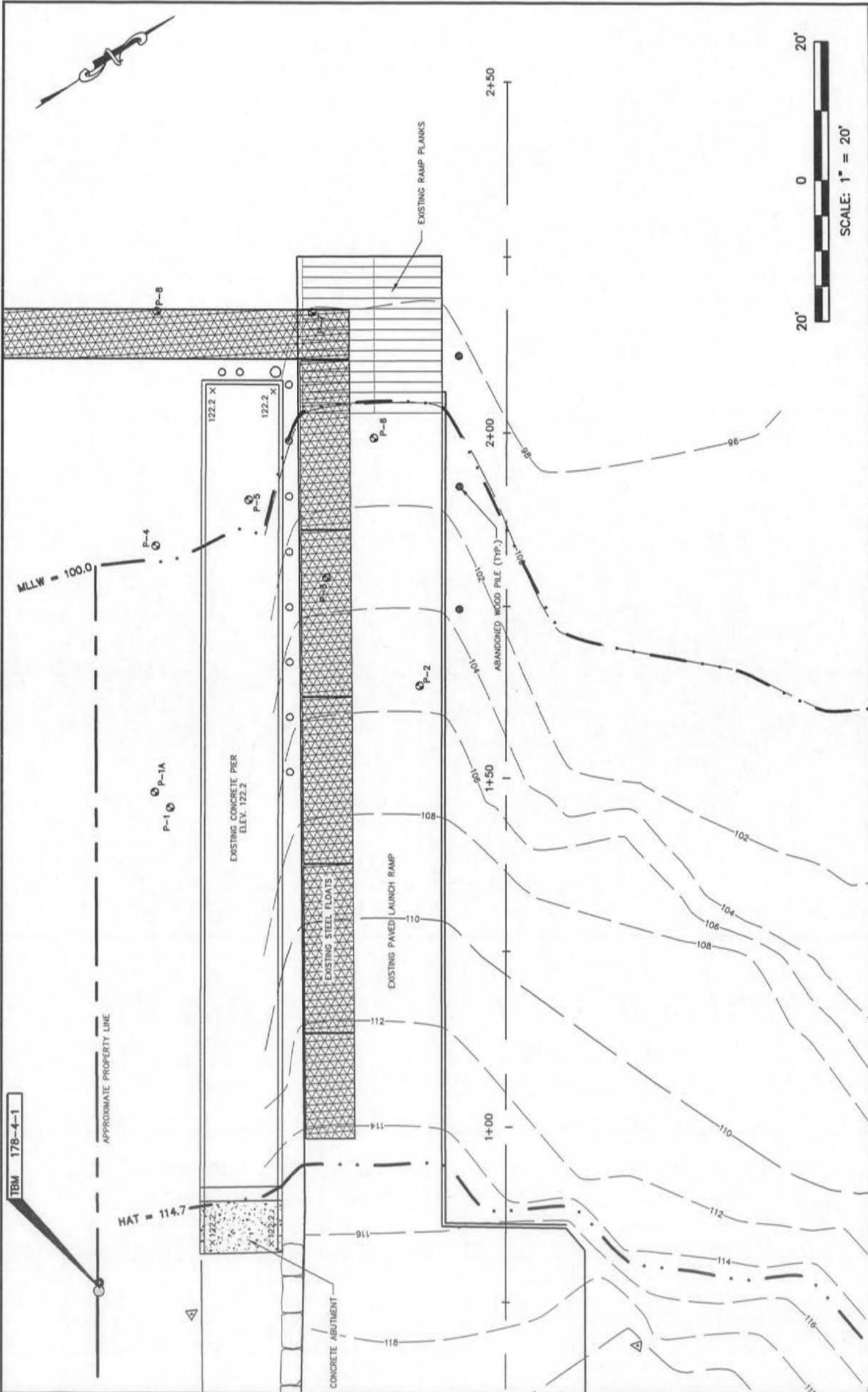
**ATTACHMENT 3**  
 MDOT WIN 018391.10  
 MARCH 2013

**Pine Tree  
 Engineering**

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TBM 178-4-1



DATE

MARCH 2013

**EXISTING CONDITIONS**  
TOWN LANDING EXPANSION

ATTACHMENT 5  
SHEET 1 OF 3

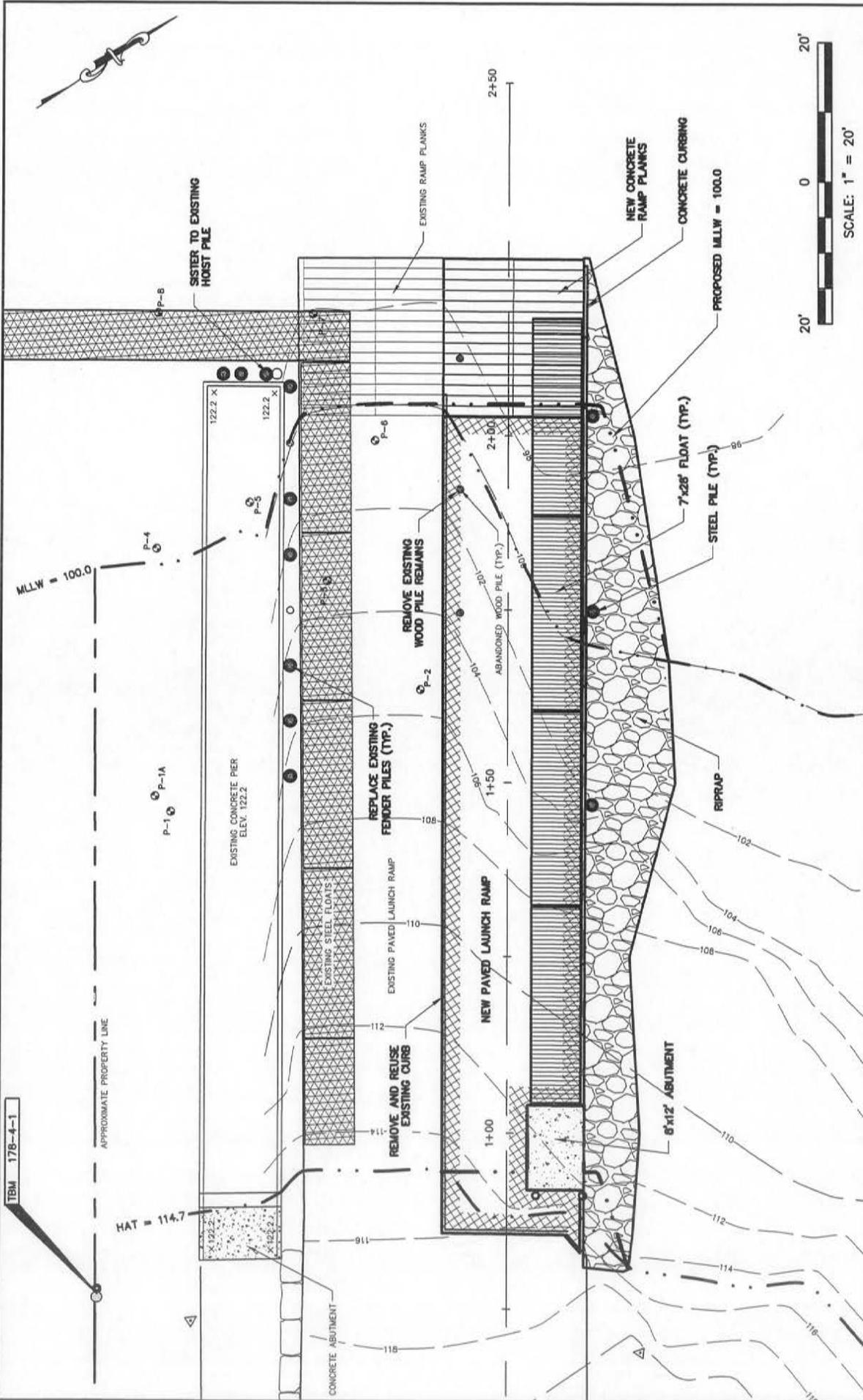
APPLICATION BY:  
TOWN OF HARRINGTON  
MDOT WIN 018391.10

PLACE: RIPLEY NECK  
TOWN: HARRINGTON  
COUNTY: WASHINGTON  
STATE: MAINE

**Pine Tree Engineering**  
Civil/Environmental Engineering • Surveying  
53 Front Street  
Bath, Maine 04530  
Tel: (207) 443-1508  
Fax: (207) 442-7029

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**PROPOSED IMPROVEMENTS**  
TOWN LANDING EXPANSION

DATE

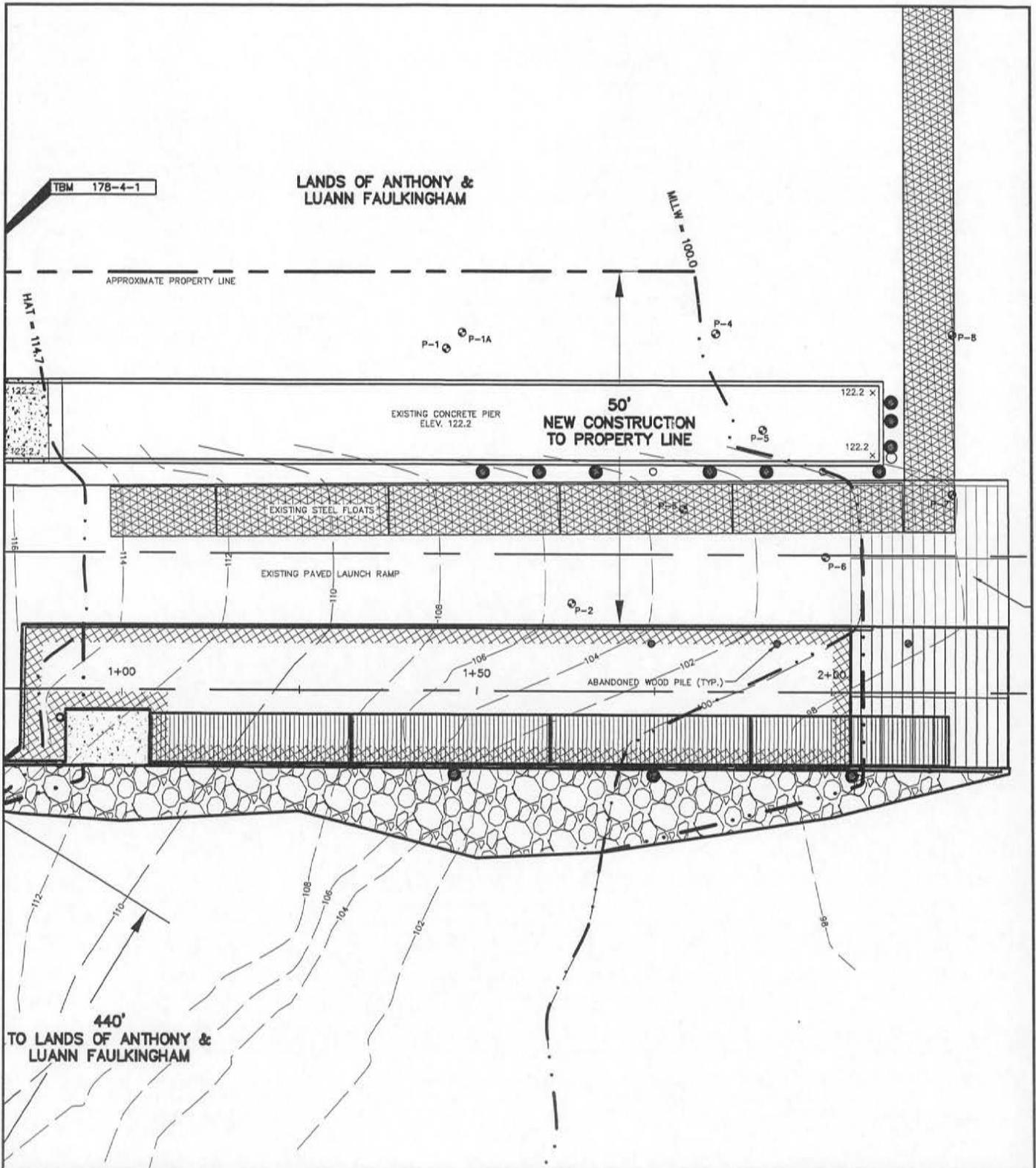
MARCH 2013

ATTACHMENT 5  
SHEET 2 OF 3

APPLICATION BY:  
TOWN OF HARRINGTON  
MDOT WIN 018391.10

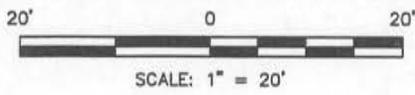
PLACE: RIPLEY NECK  
TOWN: HARRINGTON  
COUNTY: WASHINGTON  
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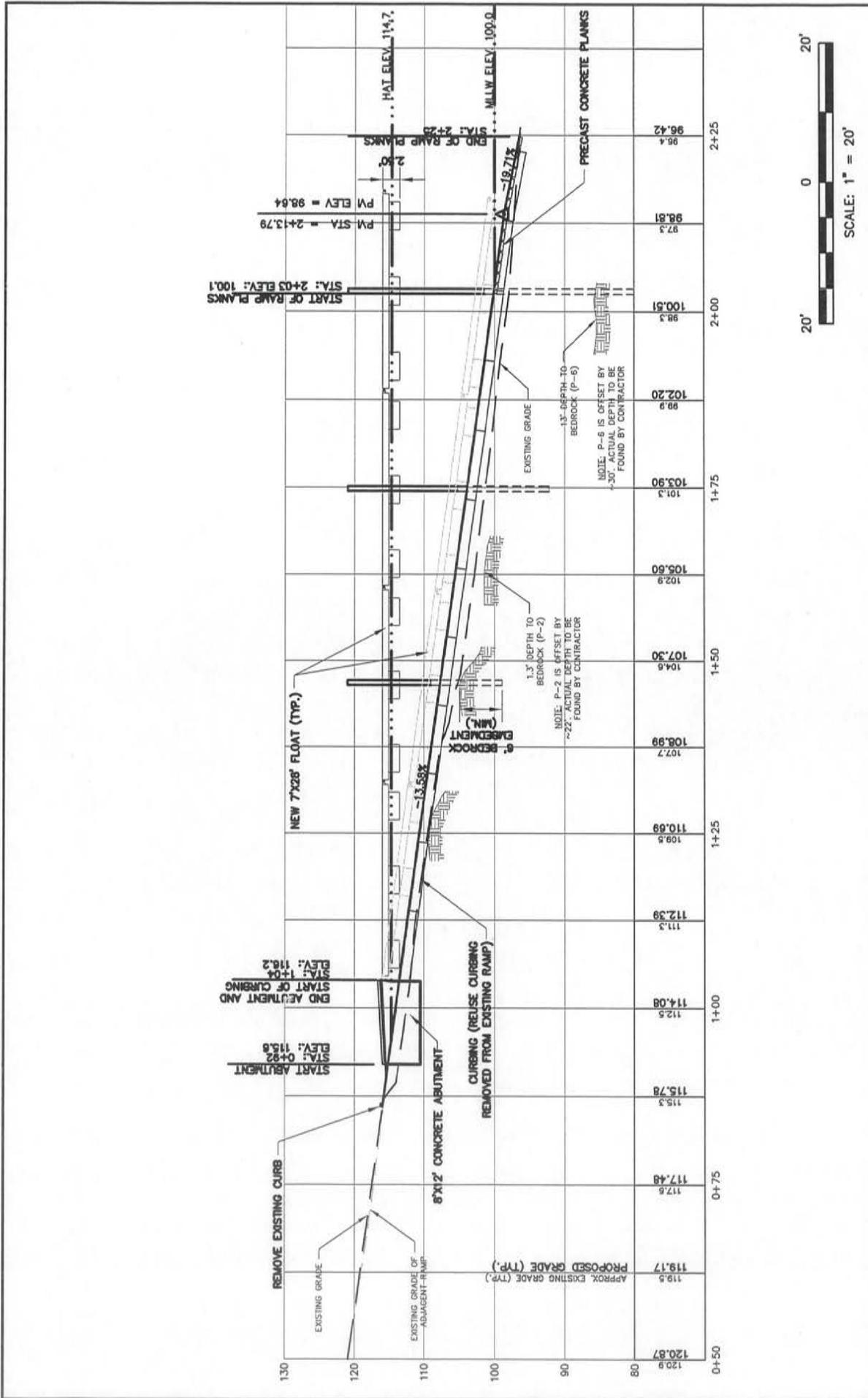
**PROPERTY LINE LOCATION PLAN**  
**TOWN LANDING EXPANSION**  
 HARRINGTON, MAINE  
 MDOT WIN 018391.10

**Pine Tree  
 Engineering**

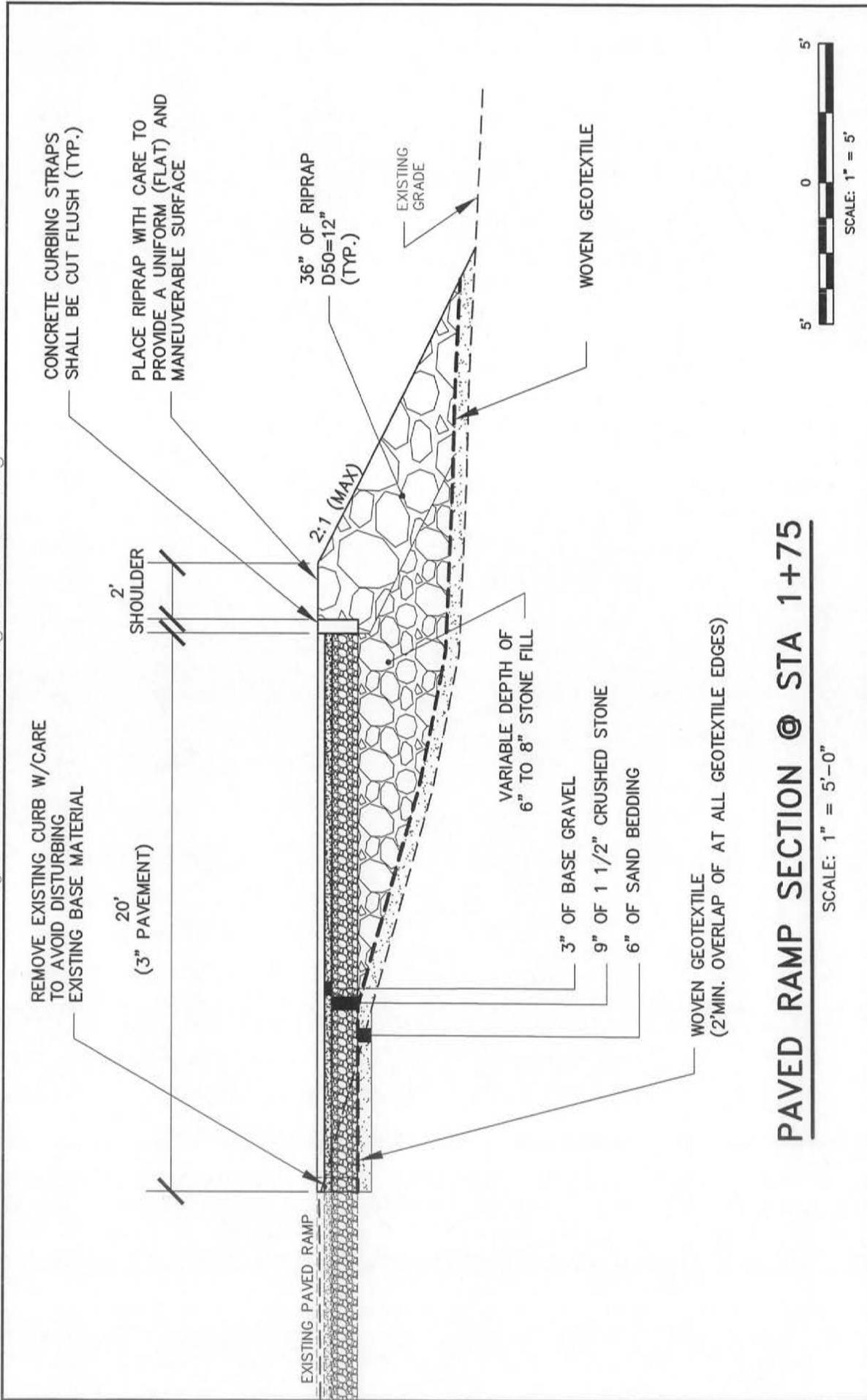
**ATTACHMENT 5**  
 SHEET **3** OF **3**

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<p><b>Pine Tree Engineering</b> Civil/Environmental Engineering • Surveying</p> <p>53 Front Street Bath, Maine 04530 Tel: (207) 443-1508 Fax: (207) 442-7029</p>	<p><b>PROJECT PROFILE</b> TOWN LANDING EXPANSION</p>	<p>DATE MARCH 2013</p>
	<p>APPLICATION BY: TOWN OF HARRINGTON MDOT WIN 018391.10</p>	<p>ATTACHMENT 6 SHEET 1 OF 2</p>
<p>PLACE: RIPLEY NECK TOWN: HARRINGTON COUNTY: WASHINGTON STATE: MAINE</p>		



### PAVED RAMP SECTION @ STA 1+75

<p><b>Pine Tree Engineering</b> Civil/Environmental Engineering • Surveying</p> <p>53 Front Street Bath, Maine 04530 Tel: (207) 443-1508 Fax: (207) 442-7029</p>	<p><b>HARRINGTON TOWN LANDING EXPANSION</b> PROPOSED RAMP CROSS SECTION</p> <p>APPLICATION BY: TOWN OF HARRINGTON MDOT WIN 018391.10</p>	<p>DATE MARCH 2013</p> <p>SHEET 2 OF 2 ATTACHMENT 6</p>
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**US Army Corps  
of Engineers**®  
New England District

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

**COMPLIANCE CERTIFICATION FORM**

**USACE Project Number:** NAE-2000-668-M1

**Project Manager:** Mahaney

**Name of Permittee:** Town of Harrington

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

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

\*\*\*\*\*  
\* MAIL TO: U.S. Army Corps of Engineers, New England District \*  
\* Permits and Enforcement Branch C, \*  
\* Regulatory Division \*  
\* 696 Virginia Road \*  
\* Concord, Massachusetts 01742-2751 \*  
\*\*\*\*\*

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

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

\_\_\_\_\_  
Signature of Permittee

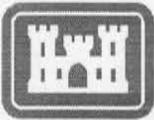
\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Work Completion

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

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



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

**GENERAL PERMIT  
WORK-START NOTIFICATION FORM**  
(Minimum Notice: Two weeks before work begins)

**MAIL TO:** U.S. Army Corps of Engineers, New England District  
Permits and Enforcement Branch C  
Regulatory Division  
696 Virginia Road  
Concord, Massachusetts 01742-2751

A Corps of Engineers Permit (NAE-2000-668-M1) was issued to Town of Harrington. The permit authorized the permittee(s) to **place approximately 3,900SF (0.09 acres) of fill below the high tide line in Harrington Bay at Harrington, Maine in conjunction with the expansion of an existing boat ramp.**

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

PLEASE PRINT OR TYPE

Name of Person/Firm: \_\_\_\_\_  
\_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

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

Proposed Work Dates: Start: \_\_\_\_\_

Finish: \_\_\_\_\_

PERMITTEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**FOR USE BY THE CORPS OF ENGINEERS**

PM MAHANEY Submittals Required: No

Inspection Recommendation: Random MEGP compliance