

**Updated 11/05/14**

# **STATE PROJECT**

## BIDDING INSTRUCTIONS

### FOR ALL PROJECTS:

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

#### For a Paper Bid:

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

#### For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (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 or
  - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

### IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

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

*For complete bidding requirements, refer to Section 102 of the Maine Department  
of Transportation, Standard Specifications, November 2014 Edition.*

# NOTICE

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

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

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

**The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at [patrick.corum@maine.gov](mailto:patrick.corum@maine.gov) , Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).**

# NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

force, and effect.

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

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

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

SURETY:

By \_\_\_\_\_

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

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

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov).

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



## **Vendor Registration**

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

<http://www.maine.gov/purchases/venbid/index.shtml>

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Culvert Replacement in the town of STARKS" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on March 4, 2015 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate previous successful completion of projects of a similar size and scope to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence**

Description: WIN 019184.00

Location: In Somerset County, project is located on Industry road/ route 43 approximately 0.15 mile east of the intersection of Route 134.

Scope of Work: Industry road/ route 43 culvert replacement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Project Manager Doug Coombs** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Dixfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$11.00 (\$14.50 by mail). Half size plans \$5.50 (\$7.75 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

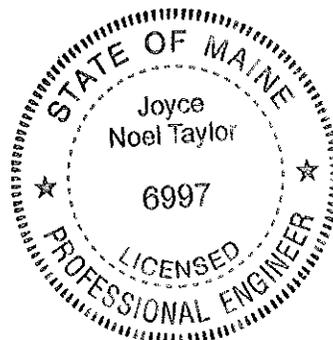
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000.00 payable to Treasurer, State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

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

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

Augusta, Maine  
February 11, 2015



*Joyce Noel Taylor*  
JOYCE NOEL TAYLOR P. E.  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

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

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 01918400

Project(s): 01918400

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	203.20 COMMON EXCAVATION	210.000 CY	_____	 _____	_____	 _____
0020	203.25 GRANULAR BORROW	725.000 CY	_____	 _____	_____	 _____
0030	203.33 SPECIAL FILL	30.000 CY	_____	 _____	_____	 _____
0040	203.35 CRUSHED STONE FILL	40.000 CY	_____	 _____	_____	 _____
0050	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	10.000 CY	_____	 _____	_____	 _____
0060	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	210.000 CY	_____	 _____	_____	 _____
0070	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	35.000 T	_____	 _____	_____	 _____
0080	403.213 HOT MIX ASPHALT 12.5 MM BASE	90.000 T	_____	 _____	_____	 _____
0090	409.15 BITUMINOUS TACK COAT - APPLIED	55.000 G	_____	 _____	_____	 _____
0100	511.07 COFFERDAM: DOWNSTREAM	LUMP SUM	LUMP SUM	 _____	_____	 _____
0110	511.07 COFFERDAM: UPSTREAM	LUMP SUM	LUMP SUM	 _____	_____	 _____
0120	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP SUM	LUMP SUM	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 01918400

Project(s): 01918400

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	603.2891 96" RCP CLASS III	72.000 LF	_____	 _____	_____	 _____
0140	603.55 CONCRETE PIPE TIES	2.000 GP	_____	 _____	_____	 _____
0150	610.08 PLAIN RIPRAP	95.000 CY	_____	 _____	_____	 _____
0160	615.07 LOAM	30.000 CY	_____	 _____	_____	 _____
0170	618.14 SEEDING METHOD NUMBER 2	5.000 UN	_____	 _____	_____	 _____
0180	619.1201 MULCH - PLAN QUANTITY	5.000 UN	_____	 _____	_____	 _____
0190	619.1401 EROSION CONTROL MIX	10.000 CY	_____	 _____	_____	 _____
0200	620.58 EROSION CONTROL GEOTEXTILE	35.000 SY	_____	 _____	_____	 _____
0210	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	600.000 LF	_____	 _____	_____	 _____
0220	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR	_____	 _____	_____	 _____
0230	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0240	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 01918400

Project(s): 01918400

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0260	652.312 TYPE III BARRICADE	4.000 EA	_____	 _____	_____	 _____
0270	652.33 DRUM	10.000 EA	_____	 _____	_____	 _____
0280	652.34 CONE	30.000 EA	_____	 _____	_____	 _____
0290	652.35 CONSTRUCTION SIGNS	625.000 SF	_____	 _____	_____	 _____
0300	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	30.000 CD	_____	 _____	_____	 _____
0310	652.38 FLAGGER	200.000 HR	_____	 _____	_____	 _____
0320	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA	_____	 _____	_____	 _____
0330	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		 LUMP SUM	_____	 _____
0340	659.10 MOBILIZATION	LUMP SUM		 LUMP SUM	_____	 _____
0350	825.551 8" HDPE WATERMAIN RELOCATION	LUMP SUM		 LUMP SUM	_____	 _____
<b>Section: 1</b>			<b>Total:</b>		_____	 _____
			<b>Total Bid:</b>		_____	 _____

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

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

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

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

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

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **019184.00**, for the **Route 43 Culvert replacement** in the town of **Starks**, County of **Somerset**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 11, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 019184.00 Route 43 Culvert Replacement plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_  
Witness

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

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

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

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

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

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 11, 2015**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 019184.00 Route 43 Culvert Replacement plus other incidental work**, State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

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

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

## CONTRACT AGREEMENT, OFFER & AWARD

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

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

**A. The Work.**

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

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

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

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

CONTRACTOR

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

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

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

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

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

TELEPHONE.....

.....

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

CONTRACT PAYMENT BOND  
(Surety Company Form)

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

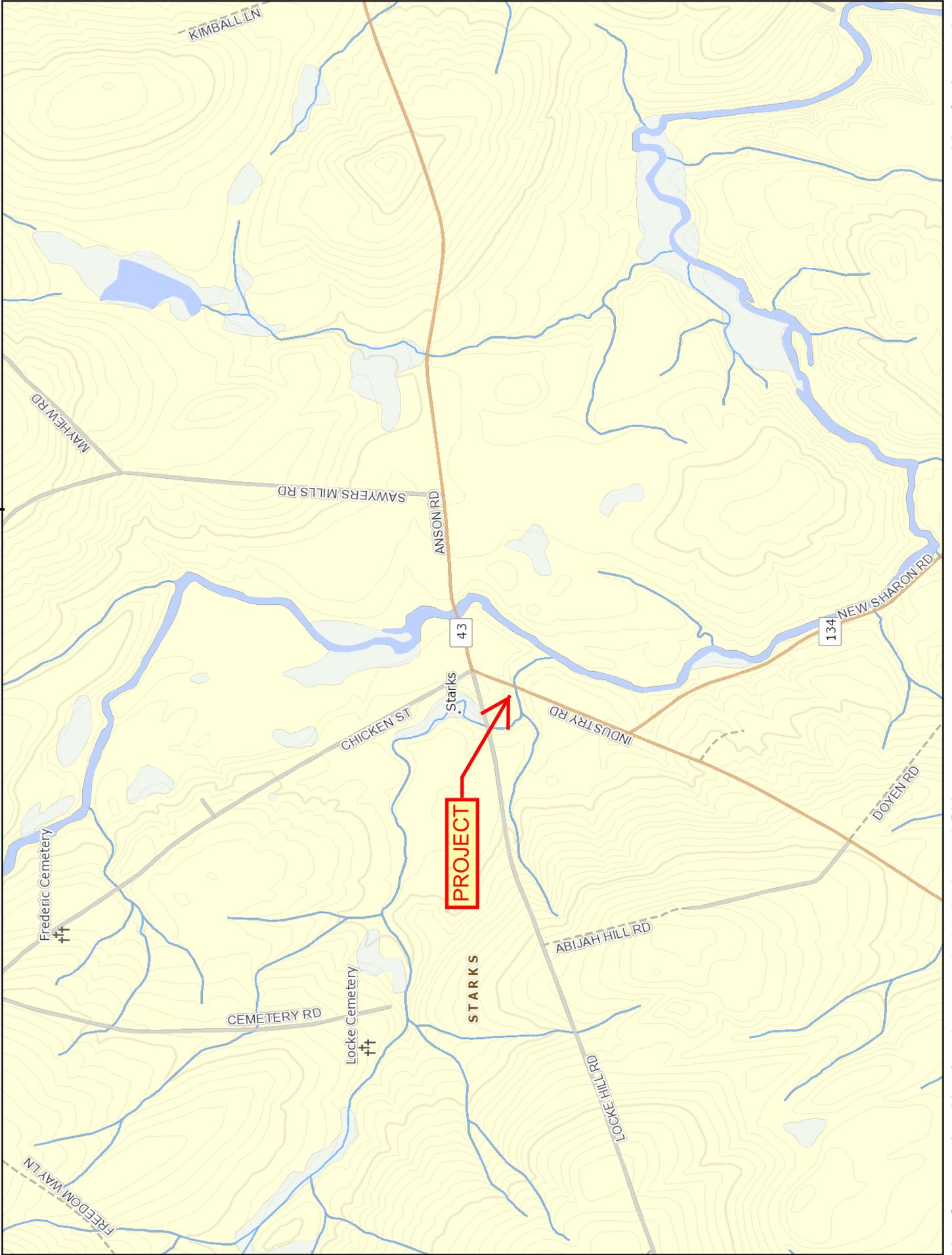
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TELEPHONE .....

.....

# Maine DOT Map



Map Scale 1:14865

Map Generated on Monday, January 12, 2015 02:13:22 PM

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

General Roads

- Interstate
- US Routes
- State Routes
- Public Roads

MaineDOT Regions



State Urban



Water Bodies



Boundary Lines

- coastline
- county
- state
- town

Wetlands



Conserved Lands



**THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE**

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Wage and Hour Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 623-7906

2/5/2015 9:53:50 AM

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

Title of Project -----Starks Route 43 Culvert Replacement

Location of Project -Starks, Somerset County

**2015 Fair Minimum Wage Rates  
 Highway & Earthwork Somerset County**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$12.50	\$0.00	\$12.50	Ironworker - Reinforcing	\$20.00	\$1.23	\$21.23
Backhoe Loader Operator	\$18.00	\$0.93	\$18.93	Ironworker - Structural	\$22.65	\$6.06	\$28.71
Bricklayer	\$23.24	\$1.80	\$25.04	Laborers (Incl. Helpers & Tenders)	\$12.50	\$0.91	\$13.41
Bulldozer Operator	\$16.75	\$2.36	\$19.11	Laborer - Skilled	\$15.00	\$4.33	\$19.33
Carpenter	\$19.00	\$1.75	\$20.75	Line Erector - Power/Cable Splicer	\$27.42	\$8.05	\$35.47
Carpenter - Rough	\$24.00	\$1.90	\$25.90	Loader Operator - Front-End	\$16.50	\$1.51	\$18.01
Cement Mason/Finisher	\$16.81	\$0.74	\$17.55	Mechanic- Maintenance	\$17.00	\$1.01	\$18.01
Concrete Pump Operator	\$19.00	\$3.35	\$22.35	Painter	\$16.38	\$3.50	\$19.88
Crane Operator =>15 Tons)	\$24.00	\$4.81	\$28.81	Paver Operator	\$20.75	\$10.84	\$31.59
Crusher Plant Operator	\$20.75	\$10.44	\$31.19	Pipelayer	\$15.16	\$0.87	\$16.03
Diver	\$23.00	\$8.25	\$31.25	Pump Installer	\$22.00	\$2.70	\$24.70
Driller - Rock	\$17.50	\$4.86	\$22.36	Reclaimer Operator	\$20.75	\$10.84	\$31.59
Earth Auger Operator	\$22.50	\$8.14	\$30.64	Rigger	\$20.00	\$3.18	\$23.18
Electrician - Licensed	\$19.00	\$2.57	\$21.57	Roller Operator - Pavement	\$20.75	\$10.84	\$31.59
Electrician Helper/Cable Puller (Licensed)	\$16.39	\$3.23	\$19.62	Screed/Wheelman	\$17.00	\$5.23	\$22.23
Excavator Operator	\$18.00	\$1.36	\$19.36	Stone Mason	\$17.00	\$0.00	\$17.00
Fence Setter	\$11.00	\$0.00	\$11.00	Truck Driver - Light	\$17.00	\$1.46	\$18.46
Flagger	\$15.30	\$0.00	\$15.30	Truck Driver - Medium	\$12.25	\$0.27	\$12.52
Grader/Scraper Operator	\$20.00	\$4.90	\$24.90	Truck Driver - Heavy	\$14.00	\$0.96	\$14.96
Highway Worker/Guardrail Installer	\$16.80	\$3.56	\$20.36	Truck Driver - Tractor Trailer	\$14.51	\$4.42	\$18.93
Hot Top Plant Operator	\$21.63	\$10.84	\$32.47	Truck Driver - Mixer (Cement)	\$13.79	\$3.62	\$17.41

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

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

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

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

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

Determination No: HI-026-2015  
 Filing Date: January 13, 2015  
 Expiration Date: 12-31-2015

A true copy  
 Attest:   
 Pamela D Megathlin  
 Director  
 Bureau of Labor Standards

BLS 424HI (R2015) (Highway & Earthwork Somerset)

bp019184.00.Starks.pdf 31

**SPECIAL PROVISIONS  
 SECTION 104  
 Utilities**

**UTILITY COORDINATION**

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor’s schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

**THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.**

**MEETING**

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

**GENERAL INFORMATION**

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

**Overview:**

Utility	Aerial	Underground
Central Maine Power Company <i>Jim Tuttle (207)242-4018</i>	X	
Fairpoint Communications <i>Simon Thorne(207)872-9992</i>	X	
Maine Fiber Co. <i>Tim LaBreck (207)956-6657</i>	X	
Starks Water District <i>Joe Hartigan (207)317-0166</i>		X

Temporary utility adjustments are not anticipated on this project however, should the contractor choose to have any poles temporarily relocated, all work will be done by Pole owner at the contractor’s request and expense at no additional cost to the Department.

All utility crossings over highways will provide not less than 20 feet vertical clearance over finished grade elevation during construction of this project.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies.

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

Town: **Starks**  
 Project: **Rte 43, 19184.00**  
 Date: **January 16, 2015**

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

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

Construction of any spot cuts or fills in excess of **2 feet** must be completed prior to utility relocations.

It is the responsibility of the Contractor with the Utility Pole owner, to layout all of the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be needed, the Utility will document adjustments and inform the Department prior to utility relocations.

**AERIAL**

Utility	Pole Set	Splice Cables	New Wires Cables	Trans. Wires Cables	Remove Poles	Working Days
Central Maine Power	1			1	1	3
Fairpoint Communications				1		1
Time Warner Cable				1		1
Maine Fiber				1		1
<b>Total:</b>						<b>6</b>

**Central Maine Power** plans to set **1 new pole on this project**. Existing CMP #3 at Station 11+35 22' Lt will be moved to 11+85, 22'Lt, this pole will be replaced with a 50' pole to help with clearance.

**Central Maine Power** will set the pole and complete their transfer followed by **Time Warner Cable, Maine Fiber and Fairpoint**.

**SUBSURFACE**

**Starks Water District**

The **Starks Water District** has a drinking water system located along the left side of the project. The **8" watermain** is currently located above the existing culvert as shown on the plans. Two test pits were dug to verify the water main location and elevation. The elevations noted are the top of the water main at stations 11+45.7, 11.9' Lt Elevation 261.0032 and 11+74.6, 12.2' Lt Elevation 260.5262.

As a result of this Project a section of the water main will need to be relocated. The **Starks Water District** has entered into an agreement with Maine DOT to include this relocation

Town: **Starks**  
Project: **Rte 43, 19184.00**  
Date: **January 16, 2015**

as part of the Project. The Contractor shall bid on this work using Lump Sum **Bid Item 825.551 8" HDPE Watermain Relocation**. This work will be included in the basis of award.

The section of main to be relocated extends approximately 35' either side of the culvert. The main will be relocated around the end of the existing culvert inlet at Station 11+59, 22' Lt, and below the limits of the Proposed Culvert to an elevation of 250.75, connections to the existing main will be made no closer than **4 feet** to a belled joint.

A representative from the **Starks Water District** will be onsite during the installation of the main to inspect and accept the Contractor's work. Depending on the soil conditions in the watermain trench, the **Starks Water District** may require sand to be used for bedding and backfill around the main, this decision will be made as the contractor excavates the trench. Should the **Starks Water District** decide that special bedding and backfill material is required, the **Starks Water District** will supply and deliver said material to the work site for the backfill operation. The **Starks Water District** will supply two thrust blocks for the contractor to install when backfilling the trench. The **Starks Water District** will be responsible for the decontamination of the new section of watermain as the Contractor is assembling the new section of watermain.

The relocation and reconnection to the main shall be scheduled to minimize interruption of service. The **Starks Water District** requires that service not be interrupted for more than **8 hrs**. The interruption of service shall be scheduled and approved by the **Starks Water District**. The Contractor shall give the District a minimum of **5 working days notice** for said interruption. Once notified, the **Starks Water District** will notify all effected parties.

### **BUY AMERICA**

Utility construction work performed as part this federal-aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in Maine DOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

### **MAINTAINING UTILITY LOCATION MARKINGS**

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

### **UTILITY SIGNING**

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

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

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

I. In-Water Work shall not be allowed between the dates of October 2 and July 14.

**(In-Water work is allowed from July 15 to October 1.)**

II. In-Water work window applies to the following water bodies at the following station #'s:

1. Unnamed tributary to Lemon Stream at Station 11+50.

III. Special Conditions:

1. All in-stream work, including installation and removal of water control devices, will be conducted during the in-stream work windows of July 15 to October 1.
2. All conditions of the Army Corps of Engineers General Permit (NAE-2014-00908) must be met.

IV. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan

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

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

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

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

**SPECIAL PROVISION**  
**SECTION 105**  
**GENERAL SCOPE OF WORK**  
**(LIMITATIONS OF OPERATIONS)**

- 1) A 24 hour notice is required prior to any changes in the work schedule.
- 2) A 48 hour notice is required prior to paving operations.
- 3) A 48 hour notice is required prior to working any Saturdays.
- 4) The Contractor shall cease all operations and have the roadway in safe operating condition as directed on the following dates:
  - August 14, 2015 by noon. Work shall not commence again until August 17, 2015.
- 5) The Contractor will be allowed to close the road for 5 consecutive Calendar Days for the large culvert replacement between the following dates: July 15, 2015 through August 13, 2015 or August 18, 2015 through August 29, 2015. The approved detour route can be found on Page 10 of the Contract Plan Set. For each calendar day beyond the 5 day closure limit that the road is closed the Contractor will be charged Supplemental Liquidated Damages per calendar day at the rate stated in Section 107.7.2 of the Standard Specifications dated November 2014.

**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

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

- (a) The section of highway under construction in the town of Starks, Somerset County on route 43.
- (b) (Industry Road) station 10+50.00 to station 12+50.00 of the construction plus approaches.

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
SECTION 107  
PROSECUTION AND PROGRESS  
(CONTRACT TIME)**

- 1) The Contractor will be allowed to commence work at any time as long as all applicable plans, as required under this contract, have been submitted and approved.**
- 2) The completion date for this project is September 11, 2015.**
- 3) For everyday not worked once operations commence, the Contractor will be charged supplemental liquidated damages per Standard Specification 107.7.2 (excluding days lost to inclement weather).**

**SPECIAL PROVISION**  
**203.33 Special Fill**  
(In-Culvert Fill Work)

Description

This work shall consist of placing site excavated dredge materials and/or granular borrow and large cobbles as needed inside the culvert to create a natural stream bottom as shown on the Contract Plans and described herein or as directed by the Resident. Large cobbles shall be limited to a maximum dimension of 12 inches.

In addition, this work shall consist of using site excavated dredge materials and/or Granular Borrow, Material for Underwater Backfill to mix in with riprap used for the riprap aprons so that the apron is one solid mass with no voids.

Construction

Once the culvert is placed to final grade, the in-culvert fill shall be placed to the elevation shown on the Plans or as directed by the Resident. The in-culvert fill shall be constructed of site-excavated dredge materials and if needed, Granular Borrow, Material for Underwater Backfill satisfying subsection 703.19. Compaction of the in-culvert material is not usually required, as a simulated streambed condition is desired. However, compaction may be required in select areas as directed by the Resident or his designee.

The Contractor shall be careful not to damage the culvert during installation of the in-culvert fill material. Any damage to the culvert shall be paid for by the Contractor.

Method of Measurement

Payment for placing dredge materials and Granular Borrow (as required) shall be measured in place by the cubic yard.

Basis of Payment

All work associated with placing the dredge materials, Granular Borrow and large cobbles to form the in-culvert streambed and the solid riprap aprons shall be paid for at the Contract unit price per cubic yard.

Payments will be made under:

Pay Item

203.33 Special Fill

Pay Unit

Cubic yard

**Starks**  
**WIN 19184.00**  
**Route 43**  
**12/29/2014**

**SPECIAL PROVISION**  
**SECTION 603**  
**PIPE CULVERTS AND STORM DRAINS**

603.12 Basis of Payment: This section shall be amended with the addition of the following:

<u>Pay Item</u>	<u>Pay Unit</u>
603.2891 96" RCP Class III	Linear Foot

**SPECIAL PROVISION**  
**Section 825**  
**Water Relocation**

Description

This work shall include, furnishing all materials, fusing HDPE Pipes and installation of all pipes, fittings, valves, thrust blocks, tracer wires, and all associated hardware related to these items, as shown on the Plans, as referenced in Special Provision 104 – Utilities, and in accordance with this specification. Work shall be scheduled and constructed in a manner to have minimal impact on customers as stated in the Special Provision 104 – Utilities.

Materials

The Contractor shall be responsible for furnishing all materials to complete the watermain relocation. The Starks Water District has supplied a parts list required for the watermain relocation, including but not limited to,

- **Up to 100' of 8" DR 11 IPS HDPE PIPE**
- **2- 8" MJ Adapters with Accessory Kits**
  - HDPE Pipe and Fittings The terms PE, HDPE and PE 3408 all refer to PE 3408 high-density polyethylene pipe. Materials used for the manufacturing of polyethylene pipe and fittings shall be PE 3408 High Density Polyethylene (HDPE) meeting the ASTM D3350 cell classification of 345434C. The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73 degrees F when tested in accordance with PPI TR-3 and shall be listed in the name of the pipe and fitting manufacturer in PPI TR-4. The Manufacturer shall certify that the materials used to manufacture pipe and fittings meet the requirements of this specification. Polyethylene fittings shall be made from material meeting the same requirements as the pipe. Polyethylene fittings shall be molded or fabricated by the manufacturer of the pipe. Where applicable, fittings shall meet the requirements of AWWA C906. Molded fittings shall be manufactured in accordance with either ASTM D2683 (socket fused) or ASTM D3261 (butt fused) and shall be so marked. Pipe shall be DIPS or IPS SDR 11 with a 160 psi pressure rating. Pipe shall be Driscopipe 1000 or approved equal. Fittings and flange adapters shall be molded
  - Pipe fuser shall be certified by pipe manufacturer or supplier as a certified pipe fuser, the Contractor shall submit a copy of the certification
- **2-8" grip ring assemblies**
  - Mechanical Joint Restraint All mechanical joint fittings and connections shall utilize mechanical joint restraints. The restraining devices shall be of ductile iron construction and shall utilize standard MJ gaskets. Mechanical joint restrainers shall be Megalug (EBAA Iron Sales), Uniflange Series 1400, or approved equal. Conventional retainer glands with set screws are not acceptable. The mechanical joint restrainers shall be installed according to AWWA standards and the manufacturer's latest recommendations
- **2-8"X12'MJ Solid Sleeves**

- **4-8” 45\* Elbows**
  - All fittings shall be mechanical joint, ductile iron. Mechanical joint compact fittings shall be ductile iron Class 350, asphaltic coated with cement-mortar lining or fusion bonded epoxy inside and outside. Fittings shall include gaskets and corten bolts. Fittings shall be in accordance with AWWA C-153, AWWA C111 for joints, AWWA C104 for cement lining, and AWWA C116 for epoxy coating.  
All fittings for buried service shall be mechanical joint. Fittings shall be manufactured by Tyler, U.S. Pipe, Griffin, Union, or approved equal.
  
- **1-8” Gate Valve with Box-**
  - Gate Valves for Buried Service - Gate valves shall be Resilient Seat Type, mechanical joint, NRS. The valve design and construction shall comply with AWWA C515. The body and bonnet shall be ductile and shall conform in thickness to those listed for gray iron in the applicable AWWA gate valve standards. The valve stem root diameter shall exceed AWWA C500 and the valve shall have a bronze thrust collar bushing. Valves shall have heat fusion bonded epoxy coating inside and out. Acceptable manufacturers and models are:  
Clow R/W  
Metroseal 250 RS  
Mueller Resilient Wedge Model 2360  
American Flow 2500 Series C  
Approved Equal
  - Gate valves shall open left
  - Valve Boxes - Valve boxes shall be cast iron, two piece, sliding type with a top flange and a minimum inside shaft diameter of 5 ¼”. Boxes shall have the word “Water” clearly cast into the cover. Valve box bases shall be belled and valve box tops shall be flanged. The top shall be approved posi-cap type and shall fit tight against the bell of the base section of the valve box. Valve box covers shall be CI construction drop type. Valve boxes of the appropriate length shall be provided for all buried service valves and are considered incidental to the valve bid item.
  
- **Up to 100’ Tracer wire**
  - Copperhead SOLOSHOT or approved Equal

Method of Measurement

Water Relocation Work will be measured as one Lump Sum unit, installed and accepted by the Starks Water District.

Basis of Payment

The accepted Water Relocation Work will be paid for at the contract Lump Sum price, which shall be full compensation for all materials, labor and equipment necessary for the work described above as listed in the bid items.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
<b>825.551</b>	<b>8” HDPE Watermain Relocation</b>	<b>Lump Sum</b>

Novemebr 05, 2014  
Supersedes March 25, 2014

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

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

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
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	No Changes to the November 2014 Standard Detail Book	
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SUPPLEMENTAL SPECIFICATION  
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

**SECTION 101**  
**CONTRACT INTERPRETATION**

101.2 Definitions

Page 1-5 – Remove the definition of Bridge in its entirety and replace with:

**“Bridge A structure that is erected over a depression or an obstruction, such as water, a highway or a railway, and has an opening measured along the centerline of the Roadway of more than 20 feet between: The faces of abutments; spring line of arches; extreme ends of openings of box culverts, pipes or pipe arches; or the extreme ends of openings for multiple box culverts, pipes or pipe arches.”**

Page 1-12 – Remove the definition of Large Culvert in its entirety and replace with:

**“Large Culvert Any structure not defined as a Culvert or Bridge that provides a drainage or non-drainage opening under the Roadway or Approaches to the Roadway, with an opening that is 5 feet but less than 10 feet.”**

Remove the definition of Minor Span in its entirety and replace with:

**“Minor Span Same definition as Bridge, except having an opening of between 10 feet and 20 feet, inclusive.”**

**SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

104.5.5 Prompt Payment of Subcontractors Add the following paragraph to this subsection:

**C. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.**

**SECTION 105**

## **GENERAL SCOPE OF WORK**

105.4.5 Special Detours Remove this subsection in its entirety and replace with:

**“105.4.5 Maintenance of Existing Structures When a new Bridge or Minor Span is being installed on a new alignment and the existing structure is to remain in service, the Department will maintain the existing structure and the portions of the roadway required for maintaining traffic until such time that the new structure is opened to traffic and the existing structure is taken out of service. A similar situation exists when a new Bridge or Minor Span is being installed on the same alignment as the existing structure, requiring a temporary detour to be installed by the Contractor per Section 510, Special Detours, prior to removal of the existing structure. In this case, the Department will maintain the existing structure and the portions of the existing roadway required for maintaining traffic until such time that either the temporary detour is opened to traffic or the Contractor begins any work on the existing structure, including, but not limited to, repairs, modifications, moving, demolition or removal. In either case, once the new structure or temporary detour is opened to traffic, or the Contractor begins any work on the existing structure, the Contractor shall be solely responsible for all maintenance of the existing structure and the portions of the existing approaches that lie outside the new roadway or the temporary detour, respectively. This specification is not intended to supersede Standard Specification Section 104.3.11, Responsibility for Property of Others.”**

### **APPENDIX A TO DIVISION 100**

Remove Section D in its entirety as this is now covered in Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

### **SECTION 203** **EXCAVATION AND EMBANKMENT**

#### 203.02 Materials

At the bottom of page 2-12, add as the first item in the list:

**Crushed Stone, ¾ inch      703.13**

### **SECTION 304** **AGGREGATE BASE AND SUBBASE COURSE**

#### 304.02 Aggregate

Remove the sentence “Aggregate for base and subbase courses shall be material meeting the aggregate type requirements specified in the following table” in its entirety and the table that follows it with headings of ‘Material’ and ‘Aggregate Type’.

### **SECTION 307**

## **FULL DEPTH RECYCLED PAVEMENT**

Remove this Section in its entirety and replace with:

### **SECTION 307 FULL DEPTH RECYCLING (UNTREATED OR TREATED WITH EMULSIFIED ASPHALT STABILIZER)**

**307.01 Description** This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding an emulsified asphalt stabilizer (if required) to the depth of the pulverized material specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

#### **MATERIALS**

**307.02 Pulverized Material** Pulverized material shall consist of the existing asphalt pavement layers and one inch or more as specified of the underlying gravel, pulverized and blended into a homogenous mass. Pulverized material will be processed to 100% passing a 2 inch square mesh sieve.

**307.021 New Aggregate and Additional Recycled Material** New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas requiring depths greater than 2 inches. New aggregate, will be measured and paid for under the appropriate item.

Recycled material, if required, shall consist of salvaged asphalt material from the project or from off-site stockpiles that has been processed before use to 100 percent passing a 2 inch square mesh sieve. Recycled material shall be conditionally accepted at the source by the Resident. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 307.09. No additional payment will be made for material salvaged from the project.

Recycled material supplied from off-site stockpiles shall be paid for as described in the contract, or by contract modification.

**307.022 Emulsified Asphalt Stabilizer.** If required, the emulsified asphalt stabilizer shall be grade MS-2, MS-4, SS-1, or CSS-1 meeting the requirements of Subsection 702.04 Emulsified Asphalt.

**307.023 Water** Water shall be clean and free from deleterious concentrations of acids, alkalis, salts or other organic or chemical substances.

**307.024 Portland Cement** If required, Portland Cement shall be Type I or II meeting the requirements of AASHTO M85.

**307.025 Hydrated Lime** If required, Hydrated Lime shall meet the requirements of AASHTO M216.

#### **EQUIPMENT**

**307.03 Pulverizer** The pulverizer shall be a self-propelled machine, specifically manufactured for full-depth recycling work and capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve. The machine shall be equipped with standard automatic depth controls and must maintain a consistent cutting depth and width. The machine also shall be equipped with a gauge to show depth of material being processed.

**307.04 Liquid Mixer Unit or Distributor.** If treatment of the recycled layer with emulsified asphalt is required by the contract, a liquid mixing unit or distributor shall be used to introduce the emulsified asphalt stabilizer into the pulverized material. The mixing unit shall contain a liquid distribution and mixing system which has been specifically manufactured for full-depth recycling work, capable of mixing the pulverized material with an evenly metered distribution of emulsified asphalt into a homogeneous mixture, to the depth and width required.

The mixing unit shall be designed, equipped, maintained, and operated so that emulsified asphalt stabilizer at constant temperature may be applied uniformly on variable widths of pulverized material up to 6 feet at readily determined and controlled rates from 0.01 to 1.06 gal/yd<sup>2</sup> with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd<sup>2</sup>. Mixing units shall include a tachometer, pressure gages, and accurate volume measuring devices or a calibrated tank and a thermometer for measuring temperatures of tank contents.

**307.041 Cement or Lime Spreader** If required by the contract, spreading of the Portland Cement or Hydrated Lime shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust. Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications may also be accepted. The Department reserves the right to accept or reject the method of spreading cement. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

**307.05 Placement Equipment** Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader or by another method approved by the Resident.

**307.06 Rollers** The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum

contact area per foot of 17 inch<sup>2</sup>, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

### MIX DESIGN

If treatment of the recycled layer with emulsified asphalt is required by the contract, the Department will supply a mix design for the emulsified asphalt stabilized material based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of emulsified asphalt to be used.
2. Quantity of lime or cement to be added.
3. Optimum moisture content for proper compaction.
4. Additional aggregate (if required).

After a test strip has been completed or as the work progresses, it may be necessary for the Resident to make necessary adjustments to the mix design. Changes to compensation will be in accordance with the Mix Design Special Provision.

### CONSTRUCTION REQUIREMENTS

**307.06 Pulverizing** The entire depth of existing pavement shall be pulverized together with 1 inch or more of the underlying gravel into a homogenous mass. All pulverizing shall be done with equipment that will provide a homogenous mass of pulverized material, processed in-place, which will pass a 2 inch square mesh sieve.

**307.07 Weather Limitations** Full depth recycled work shall be performed when;

- A. Recycling operations will be allowed between May 15<sup>th</sup> and September 15<sup>th</sup> inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
- C. When there is no standing water on the surface.
- D. During generally dry conditions, or when weather conditions are such that proper pulverizing, mixing, grading, finishing and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
- E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
- F. Wind conditions are such that the spreading of lime or cement on the roadway ahead of the recycling machine will not adversely affect the operation.

**307.08 Surface Tolerance** The complete surface of the Full Depth Recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of  $\frac{3}{8}$  inch.

**307.09 Full Depth Recycling Procedure** New aggregate or recycled material meeting the requirements of Section 307.021 - New Aggregate and Additional Recycled Material, shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes. The Resident may add other locations while construction of the project is in progress. The Contractor will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 inch size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

Should the Contractor be required to add new aggregate or recycled material to restore cross-slope and/or grade after the initial pulverizing process, those areas will require re-processing to blend into a homogenous mass passing a 2 in square mesh sieve.

Sufficient water shall be added during the recycling process to maintain optimum moisture for compaction.

The resultant material from the initial pulverizing processes shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of  $\frac{3}{8}$  inch. Areas not meeting this tolerance will be repaired as described in Section 307.091. The initial pulverizing process density requirements will be the same as Section 307.101 unless otherwise directed by the Resident.

Additives, if required, shall be introduced following completion of the initial pulverizing and blending process. Emulsified asphalt stabilizer shall be incorporated into the top of the processed material as specified in section 307.04 to the depth specified in the contract by use of the liquid mixer unit or a distributor, at the rate specified in the mix design. The emulsified asphalt shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The rate of application may be adjusted as necessary by the Resident. Cement or lime shall be introduced as described in section 307.041. The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade.

After final compaction, the roadway surface shall be treated with a light application of water, and rolled with pneumatic-tired rollers to create a close-knit texture. The finished layer shall be free from:

**A. Surface laminations.**

- B. Segregation of fine and coarse aggregate.**
- C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer, or any layers to be placed upon it.**

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt overlay placement.

**307.091 Repairs** Repairs and maintenance of the recycled layers, resulting from damage caused by traffic, weather or environmental conditions, or resulting from damage caused by the Contractor's operations or equipment, shall be completed at no additional cost to the Department.

For recycled layers stabilized with emulsified asphalt, low areas will be repaired using a hot mix asphalt shim. Areas up to 1 inch high can be repaired by milling or shimming with hot mix asphalt. Areas greater than 1 inch high will be repaired using a hot mix asphalt shim. All repair work will be done with the Resident's approval at the Contractor's expense.

## **TESTING REQUIREMENTS**

**307.10 Quality Control** 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 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

Prior to performing any recycling process, the Department and the Contractor shall hold a Pre-recycle conference to discuss the recycling schedule, type and amount of equipment to be used, sequence of operations, and traffic control. A copy of the QC random numbers to be used on the project shall be provided to the Resident. All field supervisors including the responsible onsite recycling process supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Recycling Process including, but not limited to, the following:

- A. Sources for all materials, including New Aggregate and Additional Recycled Material.**
- B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.**
- C. Testing Plan.**
- D. Recycling operations including recycling speed, methods to ensure that segregation is minimized, grading and compacting operations.**
- E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.**

- F. Method of grade checks.
- G. Examples of Quality Control forms.
- H. Name, responsibilities, and qualifications of the Responsible onsite Recycling Supervisor experienced and knowledgeable with the process.
- I. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures.

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 the full depth reclamation process in accordance with the following minimum frequencies:

**MINIMUM QUALITY CONTROL FREQUENCIES**

Test or Action	Frequency	Test Method
Density	1 per 1000 feet / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (Daily yield, yield since last test, and total project yield.)	1 per 1000 ft/lane	

The Department may view any QC test and request a QC test at any time. The Contractor shall submit all QC test reports and summaries in writing, signed by the appropriate technician, to the Department’s onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

The Contractor shall cease recycling operations whenever one of the following occurs:

- A. The Contractor fails to follow the approved QCP.
- B. The Contractor fails to achieve 98 percent density after corrective action has been taken.
- C. The finished product is visually defective, as determined by the Resident.
- D. The computed yield differs from the mix design by 10 percent or more.

Recycling operations shall not resume until the Department approves the corrective action to be taken.

**307.101 Test Strip** The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test

strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

- A. Demonstrate that the equipment and processes can produce recycled layers to meet the requirements specified in these special provisions.
- B. Determine the effect on the gradation of the recycled material by varying the forward speed of the recycling machine and the rotation rate of the milling drum.
- C. Determine the optimum moisture necessary to achieve proper compaction of the recycled layer.
- D. Determine the sequence and manner of rolling necessary to obtain the compaction requirements and establish a target density. The Contractor and the Department will both conduct testing with their respective gauges at this time.

The test strip shall be at least 300 feet in length of a full lane-width (or a half-road width). Full recycling production will not start until a passing test strip has been accomplished. If a test strip fails to meet the requirements of this specification, the Contractor will be required to repair or replace the test strip to the satisfaction of the Resident. Any repairs, replacement, or duplication of the test strip will be at the Contractor's expense.

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing several additional density tests and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

Following completion of the test strip, compaction of the material shall continue until a density of not less than 98 percent of the test strip target density has been achieved for the full width and depth of the layer. During the construction and compaction of the Full Depth Recycled base, should three consecutive Acceptance test results for density fail to meet a minimum of 95 percent of the target density, or exceed 102 percent of target density, a new test strip shall be constructed.

#### ACCEPTANCE TEST FREQUENCY

Property	Frequency	Test Method
In-place Density	1 per 2000 ft / lane	AASHTO T 310

**308.102 Curing.** No new pavement shall be placed on the full depth recycled pavement until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, or a curing period of 4 days has elapsed, whichever comes first.

**307.11 Method of Measurement** Full Depth Recycled Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be measured by the square yard.

**307.12 Basis of Payment** The accepted quantity of Full Depth Recycled Asphalt Pavement (Untreated or Treated with Emulsified Asphalt Stabilizer) will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment, materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

The addition of materials to restore profile grade and/or cross-slope in areas shown on the plans or described in the construction notes will be paid separately under designated pay items within the contract. No additional payment will be made for materials salvaged from the project.

Payments will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
307.331 Full Depth Recycled Pavement (Untreated) Yard	Square
307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth Yard	Square
307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth Yard	Square

**SECTION 502**  
**STRUCTURAL CONCRETE**

**502.05 Composition and Proportioning**

Replace Table 1 with

TABLE 1

Concrete CLASS	Minimum Compressive Strength (PSI)	Permeability as indicated by Surface Resistivity (KOhm-cm)	Entrained Air (%)		Notes
			LSL	USL	
S	3,000	N/A	N/A	N/A	4,5
A	4,000	14	6.0	9.0	1,4,5
P	-----	-----	5.5	7.5	1,2,3,4
LP	5,000	17	6.0	9.0	1,4,5
Fill	3,000	N/A	6.0	9.0	4,5

In the list of information submitted by the contractor for a mix design:

Item J Replace “Target Coulomb Value.” with “Target KOhm-cm Value.”

502.1703 Acceptance Methods A and B

In the paragraph that starts with “The Department will take Acceptance...” Remove the word chloride from chloride permeability in the last sentence.

Replace the paragraph starting with “Rapid Chloride Permeability specimens...” With the following:

“Surface Resistivity specimens will be tested by the Department in accordance with AASHTO TP-95 at an age  $\geq$  56 days. Four 4 inch x 8 inch cylinders will be cast per subplot placed. The average of three concrete specimens per subplot will constitute a test result and this average will be used to determine the permeability for pay adjustment computations.”

502.1706 Acceptance Method C

Remove in its entirety and Replace with:

**502.1706 Acceptance Method C The Department will determine the acceptability of the concrete through Acceptance testing. Acceptance tests will include compressive strength, air content and permeability. Method C concrete with a failing permeability as indicated by the surface resistivity test may be tested for permeability in accordance with the Rapid Chloride Permeability Test AASHTO T-277 averaging the results from two specimens cut from the samples prepared for the surface resistivity test. Method C concrete not meeting the requirements listed in Table 1 or if the Rapid Chloride Permeability test results in values exceeding 2000 coulombs for Class LP or 2400 for Class A, shall be removed and replaced at no cost to the Department. At the Department’s sole discretion, material not meeting requirements may be left in place and paid for at a reduced price as described in Section 502.195.**

502.1707 Resolution of Disputed Acceptance Test Results

Section B

Remove “Rapid Chloride” from the section heading.  
In paragraph 4 replace T-277 with TP-95

502.192 Pay Adjustment for Chloride Permeability

Remove “Chloride” from the heading and from the first sentence.

Replace the sentence that starts with “values greater than...” and replace with “values less than 10 KOhms-cm for Class A concrete or 11 KOhms-cm for Class LP concrete shall be subject to rejection and replacement, at no additional cost to the Department.”

502.194 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content, Methods A and B

Remove the word “Chloride” from the section heading and from the equation for CPF.

502.195 Pay Adjustment Method C

Table 6: Method C Pay Reductions (page 5-53)

Under “Entrained Air” for “Class Fill”, in the first line,  
change from “< 4.0 (Removal)” to “< **4.5 (Removal)**”

In Table 6: Method C PAY REDUCTIONS remove the word ‘Chloride’ from ‘Chloride Permeability’.

**SECTION 619**  
**MULCH**

619.07 Basis of Payment

In the list of Pay Items add “**619.12 Mulch**” with a Pay Unit of “**Unit**”.

Change the description of 619.1201 from “Mulch” to “**Mulch – Plan Quantity**”

**SECTION 621**  
**LANDSCAPING**

621.0002 Materials - General

In the list of items change “Organic Humus” to “**Humus**”.

621.0019 Plant Pits and Beds

c Class A Planting

In the third paragraph beginning with “The plant pit...” change “½ inch” to “**1 inch**”

**SECTION 660**  
**ON-THE-JOB TRAINING**

660.06 Method of Measurement

Remove the first sentence in its entirety and replace with “ **The OJT item will be measured by the number of OJT hours by a trainee who has successfully completed an approved training program.**”

660.07 Basis of payment to the Contractor

Remove the last word in the first sentence so that the first sentence reads “ The OJT shall be paid for once successfully completed at the contract unit price per **hour.**”

Payment will be made under

Change the Pay Item from “660.22” to “**660.21**” and change the Pay Unit from “Each” to “**Hour**”.

**SECTION 703**  
**AGGREGATES**

703.06 Aggregate for Base and Subbase

Remove the first two paragraphs in their entirety and replace with these:

**“The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.**

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

703.33 Stone Ballast

In the third paragraph, remove the words “ less than” before 2.60 and add the words “**or greater**” after 2.60.

**SECTION 717**  
**ROADSIDE IMPROVEMENT MATERIAL**

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change the Specification for Nitrogen (N) from “15.5 percent of which 1% is from ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen” to read “**15.5 % of which 1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”



REPLY TO  
ATTENTION OF

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

MAINE GENERAL PERMIT (GP)  
AUTHORIZATION LETTER AND SCREENING SUMMARY

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

CORPS PERMIT # NAE-2014-00908  
CORPS PGP ID# 14-395  
STATE ID# PBR

DESCRIPTION OF WORK:

Place temporary and permanent fill below the ordinary high water line of an unnamed tributary to Lemon Stream and in adjacent freshwater wetlands at Starks, Maine in order to replace an existing deteriorated culvert beneath Route 43. The project will result in approximately 730 s.f. of temporary stream bed impact; 1,055 s.f. of permanent stream bed impact; and 300 s.f. of permanent wetland impact. This work is shown on the attached plans entitled "ROUTE 43 STARKS, SOMERSET COUNTY" in four sheets undated.  
DOT WIN: 19184.00

LAT/LONG COORDINATES : 44.7291870° N -69.9656725° W USGS QUAD: MERCER, 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). Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the 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 5, 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 [ ], ISSUED [ ], DENIED [ ] DATE \_\_\_\_\_

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 11/13/14 LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2: X

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

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

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA\_NO \_\_\_\_\_, USF&WS\_NO \_\_\_\_\_, NMFS\_NO \_\_\_\_\_

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

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

Frank J. Del Giudice 11-19-2014  
FRANK J. DEL GIUDICE DATE  
CHIEF, PERMITS & ENFORCEMENT BRANCH  
REGULATORY DIVISION



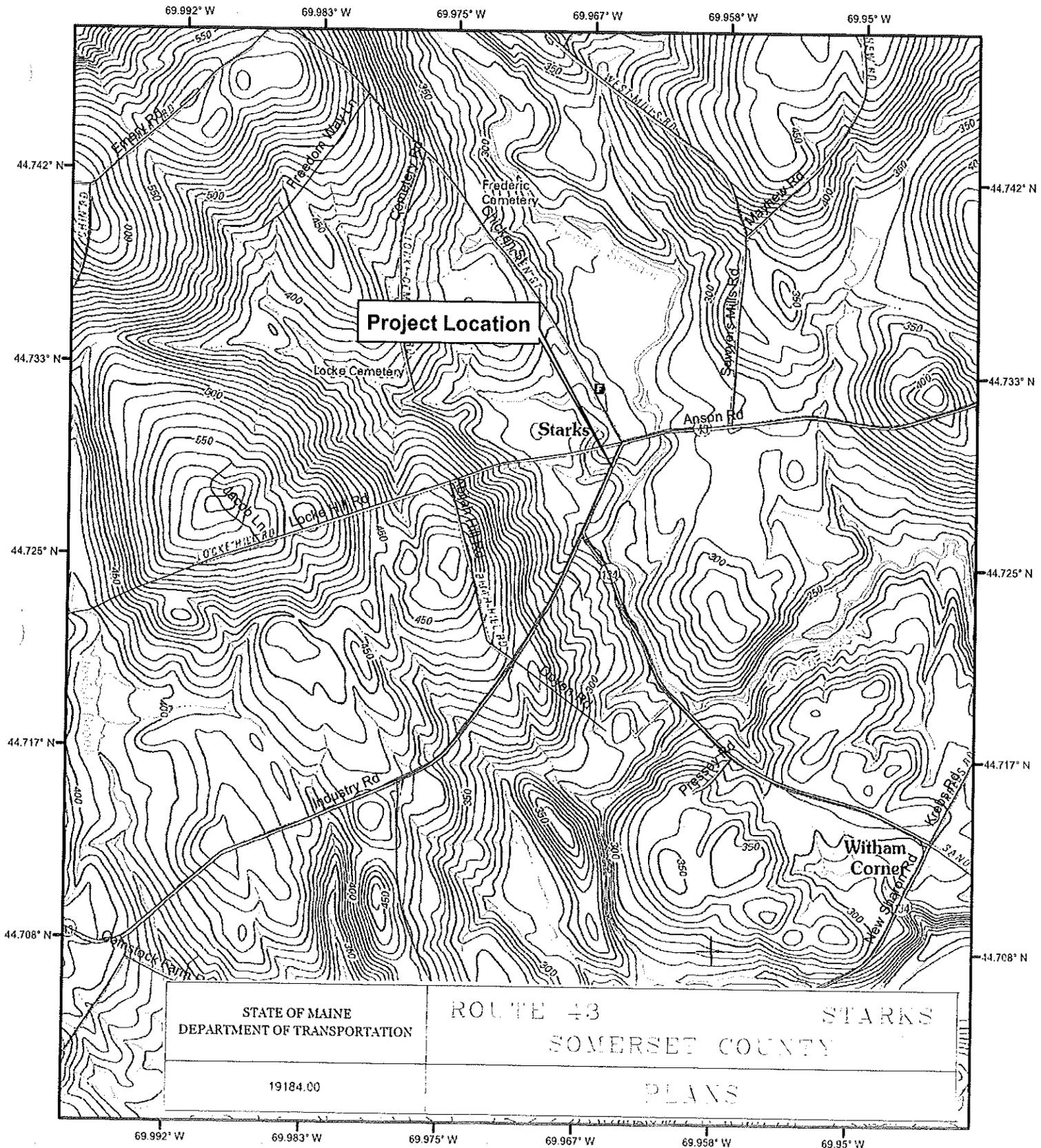
**US Army Corps  
of Engineers**  
New England District

Corps of Engineers Permit No. NAE-2014-00908  
Permit Conditions Resulting From  
Informal Endangered Species Act Consultation  
Between the Corps and US Fish & Wildlife Service ("USFWS")  
(Reference USFWS Concurrence Letter dated "August 13, 2014" and  
the Biological Assessment ("BA") dated "May 7, 2014")

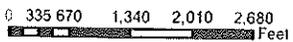
1. Maine DOT shall hold a pre-construction meeting with appropriate Maine DOT Environmental staff, other MaineDOT staff, and the Maine DOT construction crew or contractor(s) to review all procedures and requirements for avoiding and minimizing effects to Atlantic salmon critical habitat. The pre-con meeting will also emphasize the importance of these measures for protecting salmon and its critical habitat. The U.S. Army Corps of Engineers, FHWA, and USFWS staff will be notified of the meeting.
2. To minimize dewatering-related fish stranding inside the cofferdam, Maine DOT (or approved consultants) will capture and remove as many fish species as possible. Maine DOT will inspect the work areas inside the cofferdams after placement for the presence of Atlantic salmon. If Atlantic salmon are observed during construction, all activities shall cease and MaineDOT shall immediately contact the USFWS's Maine Field Office (207.866.3344).
3. All in-stream work, including installation and removal of water control devices, will be conducted during the in-stream work window of July 15 to October 1.
4. Best Management Practices (BMPs) will be implemented in accordance with Maine DOT's *Best Management Practices for Erosion and Sedimentation Control* (2008), which outlines the means and methods to prevent sedimentation into streams from construction activities or storm events.
5. Maine DOT and their contractors will minimize the potential for effects to Atlantic salmon critical habitat by conducting all construction activities for each project in accordance with a MaineDOT-approved *Soil Erosion and Water Pollution Control Plan*. In stream turbidity will be visually monitored and all erosion controls will be inspected daily to ensure that the measures taken are adequate. If inspection shows that the erosion controls are ineffective, immediate action will be taken to repair, replace, or reinforce controls as necessary.
6. All areas of temporary waterway or wetland fill will be restored to their original contour and character upon completion of the project.
7. Disturbed areas adjacent to the stream will be stabilized and re-vegetated with a seed mix appropriate for riparian areas in Maine, except in areas where riprap has been placed.
8. To minimize the spread of noxious weeds into the riparian zone, all off-road equipment and vehicles (operating off of existing open and maintained roads) must be cleaned prior to entering the construction site to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants. All equipment will be inspected prior to off-loading to ensure that they are clean.
9. As a component of the SEWPCP for each project, Maine DOT or their contractor will develop and implement a Spill Prevention Control and Countermeasure Plan (SPCCP) designed to avoid any stream impacts from hazardous chemicals associated with construction activities, such as diesel fuel, oil, lubricants, and other hazardous materials. All re-fueling or other construction equipment maintenance will be done at a location consistent with SPCCP and in a manner that avoids chemical or other hazardous materials reaching the stream. These measures include the following:
  - a. All vehicle and equipment re-fueling activities shall occur more than 100 feet from any waterway or water body.
  - b. All vehicles carrying fuel shall have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials will include spill kits appropriately sized for specific quantities of fuel to be used, as well as shovels, absorbent pads, straw bales, containment structures and liners, and/or booms.
  - c. During use, all pumps and generators shall have appropriate spill containment structures and/or absorbent pads in place.
  - d. All equipment used for in-stream work shall be cleaned of external oil, grease, dirt, and mud. Any leaks or accumulations of these materials will be removed before entering streams or areas that drain directly to streams or wetlands.
10. The cofferdam shall be removed from the stream immediately following completion of construction, allowing for minor delays due to high stream flows following heavy precipitation, so that fish and other aquatic organism passage is not unnecessarily restricted.
11. A post-project report, confirming completion of construction and the successful application of all terms and conditions of this permit, shall be submitted within four (4) weeks of the project's completion. The report shall include, but not be limited to, a narrative and photos documenting project elements outlined in the construction plan and referenced in these conditions as well as the amount of incidental take of Atlantic salmon. This report may accompany the Compliance Certification Form referenced in Condition 12. Individual findings for each project site are required but the permittee may submit a combined report for all of the projects depending on the timing of each project's construction.

12. 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).

13. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.



-69.965 W  
44.729 N



**MDOT WIN 19184.00**  
**Starks, Route 43**  
**Culvert Replacement**

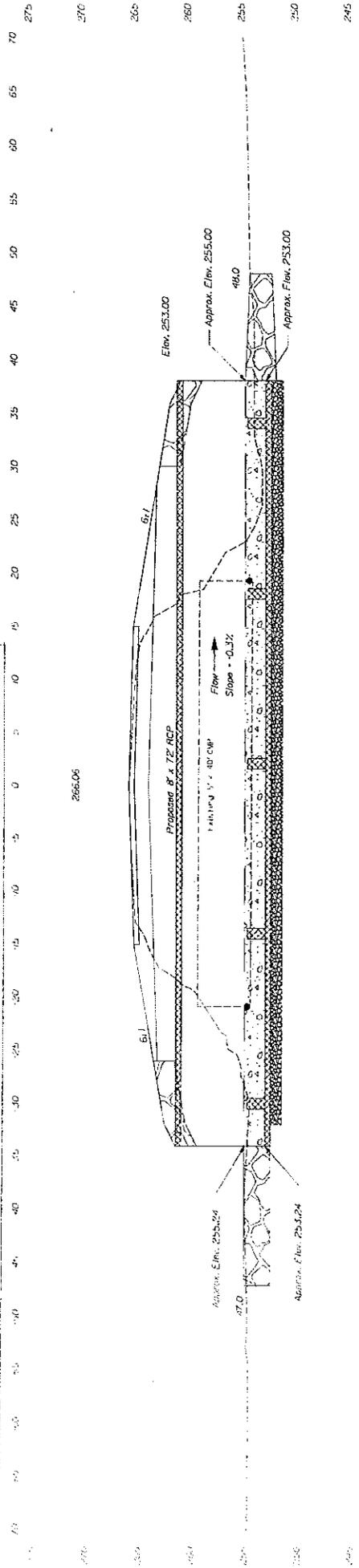




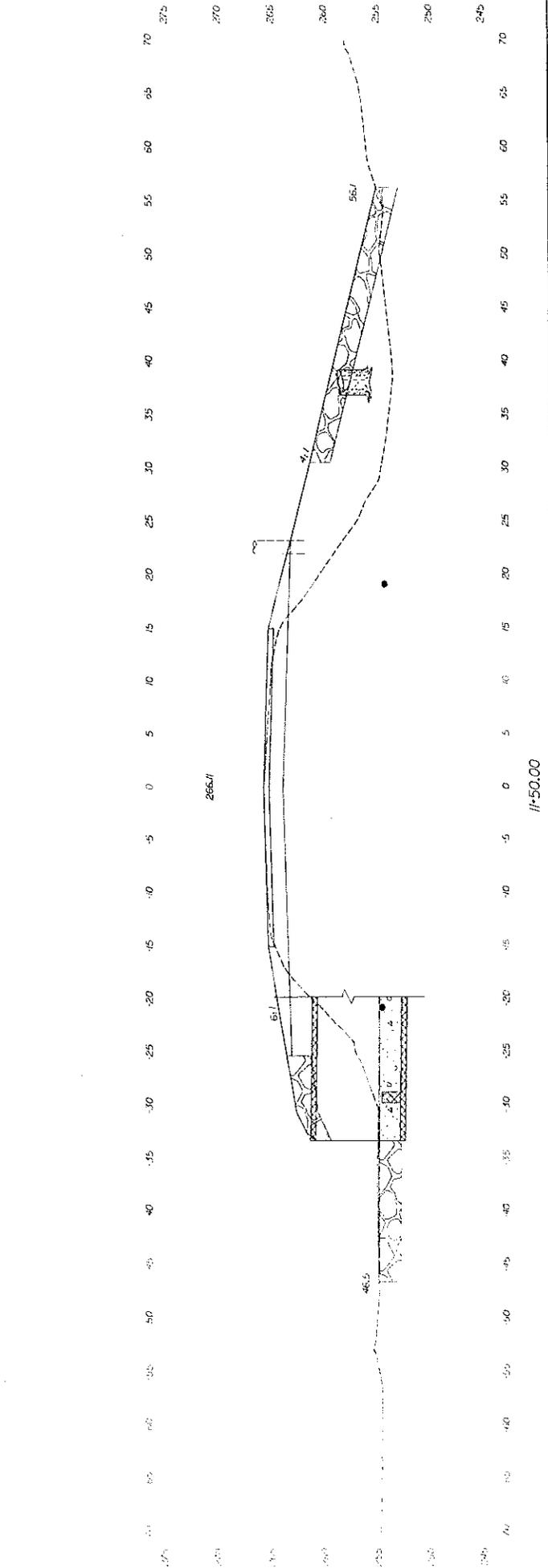
STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION

ROUTE 43 STARS  
 SOMERSET COUNTY  
 PLANS

19184-00

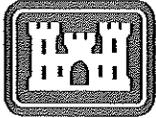


11-55.29 Skewed - 42°25'



11-50.00





**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**

Permit Number: NAE-2014-00908

Project Manager Clement

Name of Permittee: Maine Dept. of Transportation

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

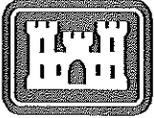
\_\_\_\_\_  
Date

\_\_\_\_\_  
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 \*  
\* Regulatory Division \*  
\* 696 Virginia Road \*  
\* Concord, Massachusetts 01742-2751 \*  
\*\*\*\*\*

Corps of Engineers Permit No. NAE-2014-00908 was issued to the Maine Dept. of Transportation on \_\_\_\_\_ . This work is located in an unnamed tributary to Lemon Stream and in adjacent freshwater wetlands at Starks, Maine. The permit authorized the permittee to place temporary and permanent fill in order to replace an existing deteriorated culvert beneath Route 43. The project will result in approximately 730 s.f. of temporary stream bed impact; 1,055 s.f. of permanent stream bed impact; and 300 s.f. of permanent wetland impact.

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

**PLEASE PRINT OR TYPE**

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

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

**Telephone Numbers:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**Permittee/Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date Permit Issued:** \_\_\_\_\_ **Date Permit Expires:** \_\_\_\_\_

\*\*\*\*\*

**FOR USE BY THE CORPS OF ENGINEERS**

**PM:** Clement **Submittals Required:** Yes

**Inspection Recommendation:** Inspect as convenient

\_\_\_\_\_

\_\_\_\_\_



# United States Department of the Interior



## FISH AND WILDLIFE SERVICE

Ecological Services  
Maine Field Office  
17 Godfrey Drive, Suite 2  
Orono, Maine 04473  
207/866-3344 Fax: 207/866-3351

August 13, 2014

Frank J. Del Giudice  
Chief, Permits & Enforcement Branch  
Regulatory Division  
US Army Corps of Engineers  
696 Virginia Road  
Concord, Massachusetts 01742-27511

Dear Mr. Del Giudice:

On May 12, 2014 the U.S. Army Corps of Engineers (Corps) requested informal consultation pursuant to section 7 of the Endangered Species Act (ESA) regarding a roadway improvement project proposed by the Maine Department of Transportation (MaineDOT) on Route 43 in the town of Starks, Somerset County, Maine. Consultation has been initiated with the U.S. Fish and Wildlife Service (Service), which received project information in a biological assessment report (BA) on May 12, 2014.

**Project Name/Location:      Route 43 Stream Crossing Structure Replacement (19184.00)  
Starks, Maine**

**Consultation Log Number:    05E1ME00-2014-I-0161**

The MaineDOT proposes to replace a road-stream crossing structure that conveys an unnamed tributary of Lemon Stream under Route 43. The existing structure is a corrugated metal pipe that will be replaced by a reinforced concrete pipe.

The action has the potential to affect the endangered Atlantic salmon (*Salmo salar*) Gulf of Maine Distinct Population Segment and its critical habitat, and the northern long-eared bat (*Myotis septentrionalis*), which is proposed for listing as an endangered species by the Service. The Corps has determined that the proposed action may affect, but is not likely to adversely affect the Atlantic salmon and its critical habitat and will not jeopardize the continued existence of the northern long-eared bat.

The proposed action is in an unnamed tributary of Lemon Stream, which is a tributary of the Sandy River. The unnamed stream is located in the Atlantic salmon Merrymeeting Bay Salmon Habitat Recovery Unit (SHRU), within the *Lower Sandy River HUC-10 Watershed*. Although this stream exhibits some perennial flow characteristics, such as sections with clean gravel, the

U.S. Geological Survey topographic map identifies it and all of its upstream tributaries as intermittent streams. The Service performed a site evaluation in October 2013 to better understand the watershed characteristics.

Upstream tributaries that showed signs of perennial flow reflected slopes too great for parr use, with some streams approaching ten percent grades. Many of these streams are located at the highest elevations in the watershed, their catchment areas are relatively small. Steeply sloped streams in combination with small catchment areas can result in stream flows that are flashy. Additionally, many of these smaller tributaries contain large cobble and/or small boulders that allowed water movement, but would likely block parr movement in the stream. Consequently, the Service concludes that, although the upstream watershed area suggests a perennial system, local geologic conditions support an intermittent flow throughout much of the upstream watershed area. According to the Atlantic salmon critical habitat listing rule, (74 FR 29300; June 19, 2009 and 74 FR 39903; August 10, 2009 [revision]) intermittent streams are not critical habitat. However, this stream discharges into Lemon Stream, a perennial stream, which is within the action area (see Proposed Action and Action Area). Therefore, consultation was requested by the Corps to assess potential effects to downstream critical habitat.

The Corps has also requested a section 7 conference for the northern long-eared bat, which is proposed for listing under the ESA. Forests provide suitable summer habitat and winter habitat is found in caves and mines where this bat hibernates (i.e. hibernacula). The proposed action is located in potential northern long-eared bat summer habitat and is 30 miles from the closest known hibernaculum.

### **Proposed Action and Action Area**

The MaineDOT and Corps' proposed action will replace a two foot diameter corrugated metal pipe road-stream crossing structure (culvert) in the Town of Starks, Maine. This culvert passes an unnamed stream under Route 43. The MaineDOT proposes to replace the existing structure with an eight foot diameter reinforced concrete pipe. The measured stream bankfull width at this location is 11.9 feet.

The proposed culvert will be embedded two feet below the downstream push bar elevation and backfilled with streambed material. Additional adjustments to the new structure will occur relative to the existing structure location. These include shifting the new culvert five feet south of the existing one and skewing its angle relative to the road to match the stream channel alignment. The MaineDOT has indicated that the proposed structure slope (0.3 percent) is similar to the existing structure (0.7 percent), which is consistent with the stream gradient in this area. According to the MaineDOT, the new structure is sized and embedded to create sufficient depth and flow velocity that will improve fish passage for multiple species and habitat connectivity at most flows.

The MaineDOT is proposing temporary and permanent impacts to the stream with this action. Temporary effects will result from stream dewatering and turbid water discharges through disturbing the streambed. Permanent effects will result from riprap placement at the new culvert inlet and outlet. Additionally, the MaineDOT has identified that a single tree, large enough to be a potential northern long-eared bat roost site, will be removed as a part of the action.

In their BA, the MaineDOT provided construction details addressing cofferdam installation/removal for dewatering the instream construction areas, a best management practices description that adheres to their document *Best Management Practices for Erosion and Sediment Control* (February 2008) and conservation measures. According to the MaineDOT, the construction contractor is required to implement additional minimization measures as per the MaineDOT's *Standard Specifications* document, which requires the contractor to prepare and submit to the MaineDOT a *Soil Erosion and Water Pollution Control Plan*. Also, the Corps proposed in their transmittal letter additional measures to protect listed species and their critical habitat that will become part of the Corps permit issued to the MaineDOT. The Service considers all the above activities as part of the action. Additionally, the Service consolidated the Corps proposed permit conditions and the MaineDOT conservation measures as most items were repeated in both lists. The consolidated and revised list is presented in Appendix A.

The action area is comprised of all areas to be affected directly or indirectly by the Federal action and not merely the immediate area. Thus this project's action area is defined by the following parameters:

- The area of the unnamed stream temporarily isolated between cofferdams (i.e., work site) where construction will take place.
- The section of the unnamed stream located downstream of the work site that may experience a temporary increase in turbidity from construction activities. Downstream turbidity impacts are shown extending approximately 600 feet downstream of the project site, including a small section of Lemon Stream. Downstream of this point, project generated turbidity would be expected to disperse to non-impact levels.
- Any area receiving riprap to stabilize the inlet and outlet of the crossing structure.
- The area of riparian land along the unnamed tributary where vegetation is removed and soil disturbed for various construction activities associated with the project.

### **Environmental Baseline**

The Merrymeeting Bay SHRU contains 372,639 salmon rearing habitat units. Although the unnamed stream and its tributaries are not Atlantic salmon critical habitat, Lemon Stream is 525 feet downstream of the crossing location and considered a part of the action area. The Service's rearing habitat unit model (Wright, 2008) indicates that Lemon Stream contains the only rearing habit units in the action area.

The Upper and Middle Sandy River HUC-10 watersheds have been the focus of reintroduction efforts for Atlantic salmon to restore a viable population in the SHRU. However, reintroduction efforts have not yet occurred in the Lower Sandy River HUC-10 watershed.

The Maine Department of Marine Resources (MDMR) has been consulted regarding Atlantic salmon occurrence in the action area and it is their best professional judgment that it is unlikely for salmon to be present (Christman 2014, personal communication)

## **Effects of Action on Listed Species and Critical Habitat**

The proposed action on Route 43 occurs within the geographic range of the Atlantic salmon Distinct Population Segment and, thus, it has the potential to affect this species and its critical habitat through project construction and long-term maintenance and operation activities.

### **Effects on Atlantic Salmon**

The Service effects analysis is based on the action description, including status of the species, proposed conservation measures, standard MaineDOT best management practices, other proposed avoidance and minimization measures and the environmental baseline.

The Service concludes that salmon occurrence in the action area is highly unlikely based on information from the MDMR. Furthermore, minimization and avoidance activities presented in the action description and the attached measures (Appendix A), as revised by the Service, will be implemented during and after construction, providing assurance that if salmon do occur, potential effects will be avoided or minimized.

### **Effects on Atlantic Salmon Critical Habitat**

The critical habitat designation for Atlantic salmon includes 45 specific areas occupied by Atlantic salmon at the listing time, which includes approximately 12,161 miles of perennial stream, and estuary habitat and 496.5 miles<sup>2</sup> of lake habitat within its geographic range and within which are found those physical and biological features essential for species conservation and recovery. These critical habitat features are referred to as primary constituent elements (PCE).

Critical habitat for ATS includes two PCE:

- Spawning and Rearing Habitat
- Migration Habitat

All designated critical habitat is considered occupied by the endangered salmon at the HUC-10 watershed level, although not all waterbodies within a given watershed are necessarily occupied by salmon at any given time.

Based on existing Atlantic salmon data, the Service concludes that the Spawning and Rearing and Migratory Primary Constituent Elements (PCE) of Atlantic salmon are present in the action area, although only at the intermittent stream's confluence with Lemon Stream.

During construction, the MaineDOT has identified that short-term sedimentation/turbidity pulses are likely to occur. Sediment accumulation in salmon critical habitat can preclude juvenile salmon from occupying interstitial habitat that provides cover. However, the nature of the turbidity pulses are similar to natural stream processes and should produce no more than a temporary effect to critical habitat. Furthermore, within the action area, critical habitat is only found at this stream's confluence with Lemon Stream. The MaineDOT has provided information

suggesting that most, if not all, suspended sediment falls out of the water column with 600 feet of the discharge

location. The confluence is approximately 525 feet downstream from the discharge location, therefore, it is anticipated that any effects from sedimentation in critical habitat will be insignificant, as most or nearly all suspended sediment will be absent from the water column upon reaching Lemon Stream.

Road-stream crossing structures sized less than stream bankfull width can degrade the streambed at the structure inlet and outlet and that often, under these conditions, the stream can damage the crossing structure itself. What can result is a scour pool at the inlet, which causes the ponded stream water temperature to increase. In salmon critical habitat this effect can potentially degrade habitat quality by making the stream too warm for salmon use.

The unnamed stream is not considered critical habitat but it does discharge into critical habitat at its confluence with Lemon Stream. The Service is concerned about increasing temperatures in Lemon Stream at and downstream of the confluence. The unnamed stream canopy cover is dense between the crossing structure and Lemon Stream, which can limit stream temperature increase, if scouring occurs. Furthermore, Lemon Stream is a 4th order stream, which is substantially larger than the unnamed stream. Water volume entering Lemon Stream is likely too low to produce a measurable thermal effect to critical habitat. Considering this and the dense canopy covering, limiting temperature increase, the Service concludes that potential thermal impacts to Lemon Stream would be insignificant.

## **Effects of Action on Proposed Species**

### **Northern Long-eared Bat**

During the summer, the long-eared bat typically roosts singly or in colonies in a wide variety of forested habitats, in cavities or crevices or underneath loose bark of both live trees and snags (greater than three inch main stem diameter at breast height). The bat has also been documented roosting in artificial structures (e.g. buildings, barns, etc.) during the summer. They forage for insects in upland and lowland woodlots and forests, and tree-lined linear corridors (e.g. roadway corridors). During the winter, this species primarily hibernates in caves and abandoned underground mines.

The MaineDOT has indicated that the action will require some tree removal for constructability purposes. Considering that this species range covers 37 states and Maine's substantial forest coverage (95 percent) a significant amount of summer habitat remains available to this species post-action. Additionally, the nearest known hibernaculum is 30 miles from the action and it is unlikely for construction activities to disturb or affect a hibernaculum located more than five miles from those activities.

## **Conclusion**

### **Atlantic Salmon**

Although the Service agrees that it is unlikely that Atlantic salmon (juvenile or adult) will be present in the action area during the construction period, the MaineDOT and Federal Highways Administration will implement standard best management practices protocols, conservation measures and construction techniques that will minimize and/or avoid any potential Atlantic salmon adverse effects. Additionally, the Service agrees that the proposed action's road-stream crossing structure design specifications and construction will result in only temporary impacts to Atlantic salmon critical habitat, and should improve/restore critical habitat in the action area.

Therefore, the Service concurs that the proposed action may affect but is not likely to adversely affect Atlantic salmon as any adverse effects are likely to be discountable. Further, the proposed action may affect but is not likely to adversely affect critical habitat as any unavoidable adverse effects are likely no more than insignificant.

### **Northern Long-eared Bat**

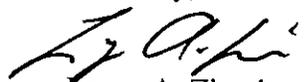
The Service concludes that this action will not jeopardize the continued existence of the northern long-eared bat due to the small scale of activities and the limit summer habitat being affected.

### **Reinitiation Notice**

This concludes consultation pursuant to section 7 of the ESA. However, reinitiation of consultation is required and shall be requested by the Corps or by the Service, where discretionary Federal involvement or control over the action has been retained or is authorized by law and; a) if new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered in the consultation; b) if the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the consultation; or c) if a new species is listed or critical habitat designated that may be affected by the identified action.

Thank you for your cooperation in completing this section 7 consultation and informal consultation. Please contact Thomas Davidowicz at 207/866-3344 Extension 152 or by email at *Thomas\_Davidowicz@fws.gov* if you have any questions.

Sincerely,



Laury A. Zicari,  
Field Supervisor  
Maine Field Office

cc: Judy Gates, MaineDOT – Augusta, Maine  
Richard Bostwick, MaineDOT – Augusta, Maine  
Eric Ham, MaineDOT – Augusta, Maine  
Jay Clement, ACOE – Manchester, Maine

Christman, Paul 2014. Personal communication. Maine Department of Marine Resources.

Wright, J., J. Sweka, A. Abbott, and T. Trinko. 2008. GIS-Based Atlantic Salmon Habitat Model. Appendix C in: NOAA Fisheries (National Marine Fisheries Service). 2008. Biological valuation of Atlantic salmon habitat within the Gulf of Maine Distinct Population Segment. NOAA National Marine Fisheries Service, Northeast Regional Office, Gloucester, MA.

## APPENDIX A

### US Army Corps of Engineer's Proposed Permit Conditions and MaineDOT Proposed Conservation Measures as Revised by the U.S. Fish and Wildlife Service

#### Route 43 Culvert Replacement in Starks, ME (Corps Application-NAE-2014-00908)

August 6, 2014

Provided below are permit conditions and conservations measures initially submitted to the Service in the consultation request package by the US Army Corps of Engineers and MaineDOT. The Service consolidated and revised the two separate lists into a single list presented here.

1. Maine DOT shall hold a pre-construction meeting with appropriate Maine DOT Environmental staff, other MaineDOT staff, and the Maine DOT construction crew or contractor(s) to review all procedures and requirements for avoiding and minimizing effects to Atlantic salmon critical habitat. The pre-con meeting will also emphasize the importance of these measures for protecting salmon and its critical habitat. The U.S. Army Corps of Engineers, FHWA, and USFWS staff will be notified of the meeting.
2. To minimize dewatering-related fish stranding inside the cofferdam, Maine DOT (or approved consultants) will capture and remove as many ~~Atlantic salmon (if encountered) and other~~ fish species as possible. Maine DOT will inspect the work areas inside the cofferdams after placement for the presence of Atlantic salmon. If Atlantic salmon are observed during construction, all activities shall cease and Maine DOT shall immediately contact the USFWS's Maine Field Office (207.866.3344).
3. All in-stream work, including installation and removal of water control devices, will be conducted during the in-stream work window of July 15 to October 1.
4. Best Management Practices (BMPs) will be implemented in accordance with Maine DOT's Best Management Practices for Erosion and Sedimentation Control (2008), which outlines the means and methods to prevent sedimentation into streams from construction activities or storm events.
5. Maine DOT and their contractors will minimize the potential for effects to Atlantic salmon critical habitat by conducting all construction activities for each project in accordance with a Maine DOT-approved Soil Erosion and Water Pollution Control Plan. In stream turbidity will be visually monitored and all erosion controls will be inspected daily to ensure that the measures taken are adequate. If inspection shows that the erosion controls are ineffective, immediate action will be taken to repair, replace, or reinforce controls as necessary.
6. All areas of temporary waterway or wetland fill will be restored to their original contour and character upon completion of the project.
7. Disturbed areas adjacent to the stream will be stabilized and re-vegetated with a seed mix

appropriate for riparian areas in Maine, except in areas where riprap has been placed.

8. To minimize the spread of noxious weeds into the riparian zone, all off-road equipment and vehicles (operating off of existing open and maintained roads) must be cleaned prior to entering the construction site to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants. All equipment will be inspected prior to off-loading to ensure that they are clean.
9. As a component of the SEWPCP for each project, Maine DOT or their contractor will develop and implement a Spill Prevention Control and Countermeasure Plan (SPCCP) designed to avoid any stream impacts from hazardous chemicals associated with construction activities, such as diesel fuel, oil, lubricants, and other hazardous materials. All re-fueling or other construction equipment maintenance will be done at a location consistent with SPCCP and in a manner that avoids chemical or other hazardous materials reaching the stream. These measures include the following:
  - a. All vehicle and equipment re-fueling activities shall occur more than 100 feet from any waterway or water body.
  - b. All vehicles carrying fuel shall have specific equipment and materials needed to contain or clean up any incidental spills at the project site. Equipment and materials will include spill kits appropriately sized for specific quantities of fuel to be used, as well as shovels, absorbent pads, straw bales, containment structures and liners, and/or booms.
  - c. During use, all pumps and generators shall have appropriate spill containment structures and/or absorbent pads in place.
  - d. All equipment used for in-stream work shall be cleaned of external oil, grease, dirt, and mud. Any leaks or accumulations of these materials will be removed before entering streams or areas that drain directly to streams or wetlands.
10. The cofferdam shall be removed from the stream immediately following completion of construction, allowing for minor delays due to high stream flows following heavy precipitation, so that fish and other aquatic organism passage is not unnecessarily restricted.
11. A post-project report, confirming completion of construction and the successful application of all terms and conditions of this permit, shall be submitted within four (4) weeks of the project's completion. The report shall include, but not be limited to, a narrative and photos documenting project elements outlined in the construction plan and referenced in these conditions as well as the amount of incidental take of Atlantic salmon. This report may accompany the Compliance Certification Form referenced in Condition 12. Individual findings for each project site are required but the permittee may submit a combined report for all of the projects depending on the timing of each project's construction.
12. 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).

13. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.



### Environmental Summary Sheet

Pin: 19184.00  
Town: Starks  
CAP Team Leader: David Gardner  
ENV Field Contact: Tim Adams

Date Submitted: 1/13/15

NEPA Complete: N/A

Section 106

Section 106 Resources: No effect

Section 4(f) and 6(f)

Section 4(f)

Review Complete No Federal funds

Section 6(f)

Not Applicable

Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable No in-water work

Section 7

Species of Concern: Atlantic Salmon-Critical Habitat - Letter of Concurrence  
Northern Long eared Bat

Comments/References: Not Likely to Adversely Affect/No Jeopardy

Maine Department of Conservation/Public Lands, Submerged Land Lease

Not Applicable

Maine Land Use Regulation Commission

*\*Applicable Standards and Permits are included with the contract*

Maine Department of Environmental Protection

Exempt from Permitting

*\*Applicable Standards and Permits are included with the contract*

Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.  
Category 2

*\*Applicable Standards and Permits are included with the contract*

Stormwater Review

Special Provisions Required

Special Provision 105-Timing of Work Restriction

N/A

Applicable

Special Provision 203-Dredge Spec

N/A

Applicable

General Note for Hazardous Waste

N/A

Applicable

Special Provision 203-Hazardous Waste

N/A

Applicable

Special Provision 105.9

N/A

Applicable

*\*All permits and approvals based on plans/scope as of:*