**Updated** 10/15/15

# FEDERAL PROJECT

**Effective November 05, 2014**
**Supersedes January 19, 2012**

# 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 (<u>excluding non-selected alternates</u>).
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.*

October 15, 2015
Supersedes November 05, 2014

# 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. 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 Robert Skehan at robert.skehan@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at 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 infrormation:

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, executers, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____

_____and if the Department shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

# 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.

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.

State of Maine
Department of Transportation

**RFI No: _____**

# REQUEST FOR INFORMATION

**Date _____ Time _____**

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**Information Requested for:**

**WIN(S): _____ Town(s): _____ Bid Date: _____**

**Question(s):**_____

_____

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Request by:

**Company Name**:_____**Phone:(_____)**_____

**Email: _____ Fax: (_____)**_____

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**Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.**

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

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

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

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

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

MDOTs DBE Directory of Certified firms can also be obtained at http://www.maine.gov/mdot/civilrights/dbe.htm

# INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

# FHWA DBE GOAL NOTICE FFY 2016-18
## Maine Department of Transportation
## Disadvantaged Business Enterprise Program

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

For FFY 2016-18 (October 1, 2015 through September 30, 2018) MaineDOT has established an annual DBE participation goal of **2.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2018. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 2.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

http://www.maine.gov/mdot/civilrights/dbe/

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: sherry.tompkins@maine.gov

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# MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR PROPOSED UTILIZATION FORM

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

**Contractor:** _____ **Telephone:** _____ **Ext** _____

**Contact Person:** _____ **Fax:** _____

**E-mail:** _____

**BID DATE:** _____

**FEDERAL PROJECT PIN #** _____ **PROJECT LOCATION:** _____

**TOTAL ANTICIPATED DBE ____ % PARTICIPATION FOR THIS CONTRACT**

| WBE | DBE | Non DBE | Firm Name | Item Number & Description of Work | Quantity | Cost Per Unit/Item | Anticipated $ Value |
|---|---|---|---|---|---|---|---|
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| | | | | | | | |
| | | | | | | **Subcontractor Total>** | |
| | | | | | | **DBE Total >** | |

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

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

FHWA ☐ FTA ☐ FAA ☐

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

Rev. 05/13

**Maine Department of Transportation Civil Rights Office**

**Directory of Certified Disadvantaged Business Enterprises**

**Listing can be found at:**

http://www.maine.gov/mdot/civilrights/dbe.htm

**For additional information and guidance contact:**

**Civil Rights Office at (207) 624-3066**

***It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.***

## 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 Crockett Bridge Replacement in the town of **NAPLES**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on May 4, 2016 and at that time and place publicly opened and read. Bids will be accepted from all bidders. . The lowest responsive bidder must have completed, or successfully complete, a bridge or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. STP-2046(600), WIN 020466.00

Location: In Cumberland County, Crockett bridge project is located on Route 11/ 114 over the Muddy River approximately 0.9 mile northerly of Sebago.

Scope of Work: Crockett bridge 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 Mark Parlin** at (207) 624-3431, use electronic RFI form or email questions to 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 Scarborough. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans $44.00 ($48.50 by mail). Half size plans $22.00 ($25.00 by mail), Bid Book $10 ($13 by mail), 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 $50,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price $10 [$15 by mail], and Standard Details, November 2014 Edition, price $10 [$15 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
April 13, 2016

STATE OF MAINE
Joyce
Noel Taylor
6997
LICENSED
PROFESSIONAL ENGINEER

Joyce Noel Taylor

JOYCE NOEL TAYLOR P.E.
CHIEF ENGINEER

**Naples**
**Crockett Bridge**
**WIN 20466.00**
April 14, 2011
Supersedes August 3, 2004

## SPECIAL PROVISION 102.7.3
## ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at http://www.maine.gov/mdot/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 |
|---|---|
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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)

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars | Unit Price<br>Cents | Bid Amount<br>Dollars | Bid Amount<br>Cents |
|---|---|---|---|---|---|---|
| 0010 | 201.23<br>REMOVING SINGLE TREE TOP ONLY | 2.000<br>EA | | | | |
| 0020 | 201.24<br>REMOVING STUMP | 2.000<br>EA | | | | |
| 0030 | 202.19<br>REMOVING EXISTING BRIDGE | LUMP SUM | LUMP SUM | | | |
| 0040 | 202.20<br>REMOVING BITUMINOUS CONCRETE PAVEMENT | 200.000<br>SY | | | | |
| 0050 | 203.20<br>COMMON EXCAVATION | 3,100.000<br>CY | | | | |
| 0060 | 203.21<br>ROCK EXCAVATION | 160.000<br>CY | | | | |
| 0070 | 203.211<br>PRESPLITTING ROCK | 125.000<br>LF | | | | |
| 0080 | 203.24<br>COMMON BORROW | 10.000<br>CY | | | | |
| 0090 | 203.25<br>GRANULAR BORROW | 450.000<br>CY | | | | |
| 0100 | 206.082<br>STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES | 530.000<br>CY | | | | |
| 0110 | 304.10<br>AGGREGATE SUBBASE COURSE - GRAVEL | 1,510.000<br>CY | | | | |
| 0120 | 403.2081<br>12.5 MM POLYMER MODIFIED HOT MIX ASPHALT | 155.000<br>T | | | | |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars . Cents | Bid Amount<br>Dollars . Cents |
|---|---|---|---|---|
| 0130 | 403.210<br>HOT MIX ASPHALT 9.5 MM | 32.000<br>T | _____.____ | _____.____ |
| 0140 | 403.211<br>HOT MIX ASPHALT (SHIMMING) | 5.000<br>T | _____.____ | _____.____ |
| 0150 | 403.2131<br>12.5 MM POLYMER MODIFIED HMA BASE | 260.000<br>T | _____.____ | _____.____ |
| 0160 | 409.15<br>BITUMINOUS TACK COAT - APPLIED | 60.000<br>G | _____.____ | _____.____ |
| 0170 | 501.221<br>SPUN PIPE PILE | 315.000<br>LF | _____.____ | _____.____ |
| 0180 | 501.805<br>DRILLING EQUIPMENT MOBILIZATION, SPUN PIPE PILES | LUMP SUM | LUMP SUM | _____.____ |
| 0190 | 502.219<br>STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS | LUMP SUM | LUMP SUM | _____.____ |
| 0200 | 502.261<br>STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON CONCRETE BRIDGE | LUMP SUM | LUMP SUM | _____.____ |
| 0210 | 502.291<br>SAW CUT GROOVING | LUMP SUM | LUMP SUM | _____.____ |
| 0220 | 502.49<br>STRUCTURAL CONCRETE CURBS AND SIDEWALKS | LUMP SUM | LUMP SUM | _____.____ |
| 0230 | 503.12<br>REINFORCING STEEL, FABRICATED AND DELIVERED | 940.000<br>LB | _____.____ | _____.____ |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars . Cents | Bid Amount<br>Dollars . Cents |
|---|---|---|---|---|
| 0240 | 503.13<br>REINFORCING STEEL, PLACING | 940.000<br>LB | _____.____ | _____.____ |
| 0250 | 503.26<br>STAINLESS STEEL REINFORCEMENT - FABRICATED & DELIVERED | 7,640.000<br>LB | _____.____ | _____.____ |
| 0260 | 503.27<br>STAINLESS STEEL REINFORCEMENT - PLACING | 7,640.000<br>LB | _____.____ | _____.____ |
| 0270 | 507.0821<br>STEEL BRIDGE RAILING, 3 BAR | LUMP SUM | LUMP SUM | _____.____ |
| 0280 | 514.06<br>CURING BOX FOR CONCRETE CYLINDERS | 1.000<br>EA | _____.____ | _____.____ |
| 0290 | 515.21<br>PROTECTIVE COATING FOR CONCRETE SURFACES | LUMP SUM | LUMP SUM | _____.____ |
| 0300 | 523.52<br>BEARING INSTALLATION | 16.000<br>EA | _____.____ | _____.____ |
| 0310 | 523.5403<br>PLAIN ELASTOMERIC BEARINGS | 16.000<br>EA | _____.____ | _____.____ |
| 0320 | 526.301<br>TEMPORARY CONCRETE BARRIER TYPE I | LUMP SUM | LUMP SUM | _____.____ |
| 0330 | 526.34<br>PERMANENT CONCRETE TRANSITION BARRIER | 4.000<br>EA | _____.____ | _____.____ |
| 0340 | 530.30<br>GLASS FIBER REINFORCING POLYMER FABRICATED & DELIVERED | 19,000.000<br>LF | _____.____ | _____.____ |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars . Cents | Bid Amount<br>Dollars . Cents |
|---|---|---|---|---|
| 0350 | 530.31<br>GLASS FIBER REINFORCING POLYMER PLACING | 19,000.000<br>LF | _____.____ | _____.____ |
| 0360 | 534.76<br>PRECAST ABUTMENT | LUMP SUM | LUMP SUM | _____.____ |
| 0370 | 534.7601<br>PRECAST APPROACH SLAB | LUMP SUM | LUMP SUM | _____.____ |
| 0380 | 535.622<br>PRESTRESSED STRUCTURAL CONCRETE NEXT BEAM | LUMP SUM | LUMP SUM | _____.____ |
| 0390 | 601.22<br>GABIONS, PVC COATED | 45.000<br>CY | _____.____ | _____.____ |
| 0400 | 606.1721<br>BRIDGE TRANSITION - TYPE 1 | 4.000<br>EA | _____.____ | _____.____ |
| 0410 | 606.23<br>GUARDRAIL TYPE 3C - SINGLE RAIL | 425.000<br>LF | _____.____ | _____.____ |
| 0420 | 606.231<br>GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS | 25.000<br>LF | _____.____ | _____.____ |
| 0430 | 606.232<br>GUARDRAIL TYPE 3C - OVER 15 FOOT RADIUS | 12.500<br>LF | _____.____ | _____.____ |
| 0440 | 606.265<br>TERMINAL END - SINGLE RAIL - GALVANIZED STEEL | 2.000<br>EA | _____.____ | _____.____ |
| 0450 | 606.353<br>REFLECTORIZED FLEXIBLE GUARDRAIL MARKER | 8.000<br>EA | _____.____ | _____.____ |
| 0460 | 606.79<br>GUARDRAIL 350 FLARED TERMINAL | 2.000<br>EA | _____.____ | _____.____ |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars | Unit Price<br>Cents | Bid Amount<br>Dollars | Bid Amount<br>Cents |
|---|---|---|---|---|---|---|
| 0470 | 610.08<br>PLAIN RIPRAP | 1,200.000<br>CY | | | | |
| 0480 | 610.18<br>STONE DITCH PROTECTION | 150.000<br>CY | | | | |
| 0490 | 613.319<br>EROSION CONTROL BLANKET | 80.000<br>SY | | | | |
| 0500 | 615.07<br>LOAM | 60.000<br>CY | | | | |
| 0510 | 618.14<br>SEEDING METHOD NUMBER 2 | 6.000<br>UN | | | | |
| 0520 | 618.141<br>SEEDING METHOD NUMBER 3 | 9.000<br>UN | | | | |
| 0530 | 619.1201<br>MULCH - PLAN QUANTITY | 9.000<br>UN | | | | |
| 0540 | 619.1401<br>EROSION CONTROL MIX - PLAN QUANTITY | 185.000<br>CY | | | | |
| 0550 | 620.58<br>EROSION CONTROL GEOTEXTILE | 1,500.000<br>SY | | | | |
| 0560 | 620.661<br>DRAINAGE GEOCOMPOSITE INSTALLATION | 75.000<br>SY | | | | |
| 0570 | 627.733<br>4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE | 2,100.000<br>LF | | | | |
| 0580 | 629.05<br>HAND LABOR, STRAIGHT TIME | 20.000<br>HR | | | | |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars | Unit Price<br>Cents | Bid Amount<br>Dollars | Bid Amount<br>Cents |
|---|---|---|---|---|---|---|
| 0590 | 631.12<br>ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 10.000<br>HR | | | | |
| 0600 | 631.14<br>GRADER (INCLUDING OPERATOR) | 10.000<br>HR | | | | |
| 0610 | 631.15<br>ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR ) | 10.000<br>HR | | | | |
| 0620 | 631.172<br>TRUCK - LARGE (INCLUDING OPERATOR) | 10.000<br>HR | | | | |
| 0630 | 631.22<br>FRONT END LOADER (INCLUDING OPERATOR) | 10.000<br>HR | | | | |
| 0640 | 637.071<br>DUST CONTROL | LUMP SUM | LUMP SUM | | | |
| 0650 | 639.18<br>FIELD OFFICE TYPE A | 1.000<br>EA | | | | |
| 0660 | 645.103<br>DEMOUNT GUIDE SIGN | 2.000<br>EA | | | | |
| 0670 | 645.106<br>DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN | 3.000<br>EA | | | | |
| 0680 | 645.113<br>REINSTALL GUIDE SIGN | 2.000<br>EA | | | | |
| 0690 | 645.116<br>REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN | 1.000<br>EA | | | | |

**Maine Department of Transportation**

**Proposal Schedule of Items**



**Proposal ID:** 020466.00 **Project(s):** 020466.00

**SECTION:** 1 PROJECT ITEMS

**Alt Set ID:** **Alt Mbr ID:**

**Contractor:** _____

| Proposal Line Number | Item ID<br>Description | Approximate Quantity and Units | Unit Price<br>Dollars | Unit Price<br>Cents | Bid Amount<br>Dollars | Bid Amount<br>Cents |
|---|---|---|---|---|---|---|
| 0700 | 652.312<br>TYPE III BARRICADE | 4.000<br>EA | | | | |
| 0710 | 652.33<br>DRUM | 10.000<br>EA | | | | |
| 0720 | 652.34<br>CONE | 10.000<br>EA | | | | |
| 0730 | 652.35<br>CONSTRUCTION SIGNS | 912.000<br>SF | | | | |
| 0740 | 652.361<br>MAINTENANCE OF TRAFFIC CONTROL DEVICES | LUMP SUM | LUMP SUM | | | |
| 0750 | 652.38<br>FLAGGER | 100.000<br>HR | | | | |
| 0760 | 652.41<br>PORTABLE CHANGEABLE MESSAGE SIGN | 5.000<br>EA | | | | |
| 0770 | 656.75<br>TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL | LUMP SUM | LUMP SUM | | | |
| 0780 | 659.10<br>MOBILIZATION | LUMP SUM | LUMP SUM | | | |

**Section:** 1 **Total:**

**Total Bid:**

# CONTRACT AGREEMENT, OFFER & AWARD

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

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

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **020466.00**, for the **Crockett Bridge Replacement** in the town of **Naples**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 18, 2016.** 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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:
**WIN 020466.00 Crockett Bridge 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: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

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

**G. Award.**

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

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.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, WIN **020466.00**, for the **Crockett Bridge Replacement** in the town of **Naples**, County of **Cumberland**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 18, 2016.** 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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 020466.00 Crockett Bridge 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: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

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

**G. Award.**

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

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:

SAMPLE

**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.

SAMPLE

**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.

SAMPLE

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

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

CONTRACTOR

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

SAMPLE

**G. Award.**

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

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..... | .....……..... |

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

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

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

SAMPLE

# BRIDGE NO.2199

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.

0.2 Miles

1 inch = 0.14 miles

Date: 3/30/2016
Time: 1:50:13 PM

General Decision Number: ME160050 01/08/2016 ME50

Superseded General Decision Number: ME20150050

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/08/2016 |

* ENGI0004-006 04/01/2014

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Milling Machine | $ 20.75 | 10.84 |

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SUME2011-045 09/14/2011

| | Rates | Fringes |
|---|---|---|
| CARPENTER, Includes Form Work | $ 17.10 | 1.95 |
| CEMENT MASON/CONCRETE FINISHER | $ 16.94 | 0.00 |
| ELECTRICIAN | $ 17.90 | 3.69 |
| INSTALLER - GUARDRAIL | $ 16.47 | 1.85 |
| IRONWORKER, REINFORCING | $ 18.79 | 0.00 |

IRONWORKER, STRUCTURAL.....$ 18.75 4.56

LABORER: Asphalt Raker.....$ 15.79 1.45

LABORER: Common or General.....$ 13.15 1.08

LABORER: Flagger.....$ 9.00 0.00

LABORER: Landscape.....$ 14.92 2.30

LABORER: Wheelman.....$ 18.76 4.93

OPERATOR: Backhoe.....$ 19.38 2.52

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 17.64 4.50

OPERATOR: Broom/Sweeper.....$ 14.92 2.31

OPERATOR: Bulldozer.....$ 18.57 3.88

OPERATOR: Crane.....$ 21.15 0.00

OPERATOR: Excavator.....$ 18.81 1.31

OPERATOR: Grader/Blade.....$ 27.40 8.46

OPERATOR: Loader.....$ 16.40 3.39

OPERATOR: Mechanic.....$ 23.27 6.28

OPERATOR: Milling Machine
Reclaimer Combo.....$ 24.77 8.39

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 18.16 4.74

OPERATOR: Roller excluding
Asphalt.....$ 17.00 4.08

OPERATOR: Screed.....$ 19.98 5.46

PILEDRIVERMAN.....$ 19.95 5.26

TRUCK DRIVER, Includes all
axles including Dump Trucks.....$ 14.65 2.87

TRUCK DRIVER: Lowboy Truck.....$ 15.15 5.62

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

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

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION

MaineDOT DBE Project Attainment Target (PAT)
for this Project is **.019%**

The MaineDOT seeks to meet the specified annual Disadvantaged Business Enterprise (DBE) usage goal set out by 49 CFR 26.45 through the efforts of contractors seeking to employ qualified DBE subcontractors. We seek to meet this goal by race neutral means and do not, at this time, use contract specific requirements for each project. We do however, understand the capacity of Maine's DBE community and the unique characteristics a project may have that would differ from the broad annual goal.

Taking this into consideration, the MaineDOT will review each project and develop an anticipated attainment or Project Attainment Target (PAT) based on several factors that are project specific. Those factors include:

- ☐ Scope of Work
- ☐ DBE availability according to Specification Item
- ☐ Geographic location
- ☐ DBE capacity

This PAT is developed to assist contractors to better understand the DBE participation that the MaineDOT can reasonably expect for a specific project. The PAT is NOT a mandate but an assessment of the DBE opportunities that this project could meet or exceed. MaineDOT anticipates that each contractor will make the best effort to reach or exceed the PAT for this project.

Town: **Naples**
Project: **20466.00**
Date: **March 28, 2016**

**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 and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Utilities have been notified and will be furnished a project specification.

**Overview:**

| Utility/Railroad | Aerial | Underground | Railroad |
|---|---|---|---|
| Central Maine Power Company | X | | |
| Time Warner Cable | X | | |
| FairPoint Communications | X | | |
| Naples Fire Department | | X | |

| Utility Contact Information | | |
|---|---|---|
| **Utility/Railroad** | **Contact Person** | **Contact Phone** |
| Central Maine Power Company | Carrie Reynolds<br>Scott Miller | 841-2425<br>458-1216 |
| Time Warner Cable | Mark Pelletier | 253-2324 |
| FairPoint Communications | Morris Leathers | 342-4280 |
| Naples Fire Department | Christopher Pond | 693-6852 |

Temporary utility adjustments **are** anticipated. CMP plans to de-energize their conductors.

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

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

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

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

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.

## AERIAL

***Summary:***

| Utility | Pole Set | New Wires/ Cables | Trans. Wires/ Cables | Remove Poles | Estimated Working Days |
|---|---|---|---|---|---|
| Central Maine Power Company | | | | | 1 |
| Time Warner Cable | | | | | 0 |
| FairPoint Communications | | | | | NA |
| | | | | **Total:** | 1 |

***Utility Specific Issues:***

**Central Maine Power Company**
Central Maine Power Company has facilities within the limits of this project. Central Maine Power Company intends to de-energize and ground three spans from Pole 591 to Pole 593 ½ for the duration of the project. The cables will remain in place. So they may schedule their crews, the Contractor shall provide a two week notice prior to CMP beginning their work. CMP

estimates **One (1) Working Day** to complete the work required to de-energize their conductors. CMP will cover/flag their cables to protect their cables and provide visual cues.

**Time Warner Cable**
Time Warner Cable has facilities within the limits of this project. Time Warner Cable facilities will remain in place and active. On request, Time Warner Cable will cover/flag their cables to provide protection and visual cues. The Contractor shall provide one week notice for cable cover-up.

**FairPoint Communications**
FairPoint Communications has facilities near the limits of the project. There are no FairPoint facilities that cross the bridge. **No involvement with FairPoint cable is anticipated at this time.**

***Pole List:***

| Existing Pole # | Existing Station | Left/ Right | | Existing Offset | Proposed Station | Left/ Right | | Proposed Offset | Comments |
|---|---|---|---|---|---|---|---|---|---|
| | | LT | RT | | | LT | RT | | |
| 593 ½ | 112+20 | | X | 25.14 | | | | | Begin de-energize |
| 593 | 114+39 | | X | 19.29 | | | | | De-energized |
| 592 | 116+41 | | X | 22.32 | | | | | De-energized |
| 591 | 118±80 | | X | 22.2 | | | | | End de-energize |

## SUBSURFACE

**Naples Fire Department**
The Naples Fire Department has requested the installation of a dry hydrant on the east corner of Crockett Bridge. The Contractor shall install the dry hydrant and the Naples Fire Department will furnish all materials for the installation. Payment for installation will be made under related contract items. The exact location of the hydrant will be determined at a later date.

There are no known **existing** Subsurface Utilities within the limits of this project. No Subsurface Utility adjustments are anticipated as part of this project. All utilities have been notified. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

## 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.

April 10, 2013
Supersedes December 17, 2010

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

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

104.3.8.2 Payment Tracking The prime contractor and all subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System

Town: Naples
WIN #:20466.00
Date: 3/22/16

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

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

I. In-Water Work shall not be allowed between the dates of October 16 and July 14.
**(In-Water work is allowed from July 15 to October 15)**

II. In-Water work window applies to the following water bodies at the following station #'s:
1. Muddy River at proposed bridge replacement

III. Special Conditions:
1. Special Conditions of Army Corps of Engineers (ACOE) Category II permit apply (see permit and conditions in contract documents).

IV. Approvals:
1. Temporary Soil Erosion and Water Pollution Control Plan
2. Permitted Resource Impacts (square feet), see ACOE permit for locations:
   *Stream:*
   *Permanent: RUS-5,260*

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. Requests for work window extensions must be submitted to the MaineDOT Environmental Office. Approval of requests for work window extensions is not guaranteed and may result in delays in construction schedule that are the sole responsibility of the contractor.

# SPECIAL PROVISION 105
# CONSTRUCTION AREA

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

(a) The section of highway under construction in the town of Naples, Cumberland County on Route 11/ 114 over the Muddy River.

(b) (Route 11/ 114) over Muddy River station 111+24.00 to station 117+75.00 of the construction plus approaches.

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

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

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

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

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

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

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

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

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

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

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

# SPECIAL PROVISION
## SECTION 107
## TIME
(Allowable Work Times)

The following is added to Standard Specifications Subsection 107.3, Allowable Work Times:

The Contractor will be permitted to work on Sundays and Holidays during the bridge closure period except as specified below. The Contractor shall notify the Resident 48 hours prior to commencing work on a Sunday or Holiday.

The Contractor shall not work during the following times:

Friday September 9, 2016 at 5:00 PM until Saturday September 10, 2016 at 8:00 AM

Saturday September 10, 2016 at 5:00 PM until Sunday September 11, 2016 at 8:00 AM

Friday September 16, 2016 at 5:00 PM until Saturday September 17, 2016 at 8:00 AM

Saturday September 17, 2016 at 5:00 PM until Sunday September 18, 2016 at 8:00 AM

Naples
Crockett Bridge
WIN 20466.00
March 8, 2016

# SPECIAL PROVISION
## SECTION 107
## TIME
(Contract Time and Contract Completion Date)

The following is added to Standard Specifications Subsection 107.1, Contract Time and Contract Completion Date:

The specified Contract Completion Date is November 18, 2016.

# SPECIAL PROVISION
## SECTION 107
## TIME
(Completion Incentives and Disincentives)

The following is added to Standard Specifications Subsection 107.6, Completion Incentives and Disincentives:

The Contractor shall plan and conduct their operations in a manner such that the bridge is closed to traffic for no more than twenty-six (26) consecutive Calendar Days. The twenty-six (26) Calendar Day bridge closure period shall not start before Tuesday, September 6, 2016 and shall be completed before Sunday, October 23, 2016.

The bridge will be considered closed to traffic starting on the first day of any demolition activities including, but not limited to, bridge rail, superstructure, or substructure removal. The bridge closure period will be considered complete when at least two lanes of traffic are maintained on the new bridge during off work hours and the following items are complete, in-place, and accepted: approach base pavement, bridge rail and approach guardrail. Alternating one-way traffic shall be maintained in accordance with Special Provision Section 652, Maintenance of Traffic, Construction Requirements – General. The Resident shall be the sole authority in determining when the bridge closure period has started and ended.

The Contractor will receive an incentive of ten thousand dollars ($10,000) for each entire Calendar Day the bridge is closed to traffic less than the twenty-six (26) Calendar Day allowance. The maximum incentive amount is one hundred thousand dollars ($100,000).

The Contractor shall pay a disincentive of fifteen thousand dollars ($15,000) for each Calendar Day, or portion of a Calendar Day, beyond the twenty-six (26) Calendar Day allowance that the bridge remains closed to traffic, based on the definition of bridge closure period complete outlined above. This disincentive will be deducted from amounts otherwise due, or to become due, to the Contractor.

# SPECIAL PROVISION
## SECTION 107
## TIME
(Scheduling of Work – Schedule of Work Required)

The following is added to Standard Specifications Subsection 107.4.2, Schedule of Work Required:

CPM schedules shall show the duration of all major construction activities to occur during the bridge closure in one hour increments.

# SPECIAL PROVISION
## SECTION 107
## TIME
(Supplemental Liquidated Damages – Waterway Traffic)

The following is added to the Standard Specifications in accordance with Subsection 107.8, Supplemental Liquidated Damages:

The bridge site may be closed to waterway traffic for a maximum of ten (10) non-consecutive Calendar Days with the approval of the Resident. Closure to waterway traffic will be permitted during specific construction activities including existing bridge removal, installation of riprap in the proximity of the channel, and erection of the new precast concrete NEXT Beams. The Contractor shall maintain waterway traffic passage through the bridge site in accordance with Special Provision Section 652, Maintenance of Traffic – Waterway Traffic.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of one thousand dollars ($1000) per Calendar Day for each Calendar Day that the bridge site is not open to waterway traffic beyond the allowable duration above.

# SPECIAL PROVISION
## SECTION 203
## EXCAVATION AND EMBANKMENT
## (Dredge Materials)

***Description:*** Dredge Material (See MaineDOT Standard Specifications § 101.2) is regulated as a Special Waste. This material can be reused with a Beneficial Use Permit issued by the Maine Department of Environmental Protection (MDEP). Further, the Beneficial Use of Dredge Material from Class A, Class AA and Class SA and Great Ponds/Lakes Class A water bodies is exempt from Beneficial Use Permits. Work associated with the Crockett Bridge Replacement Project in Naples will occur in a Great Ponds/Lakes Class A water body; therefore, the Beneficial Use of Dredge Material from this initiative is exempt from Beneficial Use Permits.

CONSTRUCTION REQUIREMENTS

***Management:*** The contractor shall ensure that all Dredge Material excavated from the Crockett Bridge Replacement Project in Naples is Beneficially Used in the area(s) specified by MaineDOT.

***Method of Measurement:*** Dredge Material will be measured by the cubic yard of material removed.

***Basis of Payment:*** Payment for the Beneficial Use of Dredge Material will be incidental to the Contract Pay Items.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement of the Dredge Materials.

# SPECIAL PROVISION
# SECTION 401 - HOT MIX ASPHALT PAVEMENT

The Standard Specification 401 – Hot Mix Asphalt Pavement, has been modified with the following revisions. All sections not revised by this Supplemental Specification shall be as outlined in Section 401 of the Standard Specifications.

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

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

a. Method A: The Pay Factor for VMA, Voids @ $N_d$, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and s = 0.
b. Method B: The Pay Factor for VMA, Voids @ $N_d$, Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90. No ceasing of paving operations shall be required for fines to effective binder if the mean test value is equal to the LSL or USL and s = 0.
c. Method C: The Pay Factor for Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85. No ceasing of paving operations shall be required for percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve, or percent passing 0.075 mm sieve if the mean test value is equal to the LSL or USL and s = 0.
d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @ Nd, or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
h. The Contractor fails to follow the approved QCP.

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

TABLE 7: METHOD C ACCEPTANCE LIMITS

| Property | USL and LSL |
|---|---|
| Passing 4.75 mm and larger sieves | Target +/-7% |
| Passing 2.36 mm to 1.18 mm sieves | Target +/-5% |
| Passing 0.60 mm | Target +/-4% |
| Passing 0.30 mm to 0.075 mm sieve | Target +/-2% |
| PGAB Content | Target +/-0.4% |
| % TMD (In place density) | 95.0% +/- 2.5% |

Pay Adjustment Method C

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

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

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

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

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

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

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

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

# SPECIAL PROVISION
# DIVISION 400
# PAVEMENTS

## SECTION 401 - HOT MIX ASPHALT PAVEMENT
(Longitudinal joint construction using wedge/taper apparatus)

The Special Provision 400. Section 401 – Hot Mix Asphalt Pavement, subsection 401.15 – Spreading and Finishing, and subsection 401.17- Joints have been modified with the following revisions. All sections not revised by this Special Provision shall be as outlined in the Special Provision 400 Pavements, Section 401 – Hot Mix Asphalt Pavement. References to Standard Specifications, Special Provisions, or other documents, shall be determined as the most current version available at the time of bid, or as amended. All costs associated with this Item will not be paid for directly, but shall be considered included in the associated contract items.

401.15 Spreading and Finishing The section has been amended as follows:

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

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

When an approved longitudinal joint construction method is utilized, such as a manufactured notched wedge apparatus, the Department may allow the placement of mixtures in one continuous lane for each calendar day worked, with the following conditions:

The Contractor may utilize a manufactured notched wedge joint apparatus on all HMA layers 1 ½ inch or greater in Zone 1 between the dates of May 30$^{th}$ and the Saturday following October 1$^{st}$, and in Zone 2 between the dates of May 15$^{th}$ and the Saturday following October 15$^{th}$. When the work is to be performed, either by contract requirement or Contractor option, during conditions defined as “night work”, the same seasonal limitations shall apply unless the Department determines that the construction method is producing an unsound joint. This work will not be allowed during times of inclement weather as outlined in Division 400 – Special Provision 401; subsection 401.06 Weather and Seasonal Limitations.

If this option is utilized on roadways with two-way traffic, the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. Failure to match the centerline course the following day will constitute a traffic control violation unless an excusable delay is granted by the Department.

If this option is utilized on divided highways or expressways with directional traffic, the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane within seven calendar days from placement of the initial paved lane. Failure to match the centerline course the within the seven calendar days will constitute a traffic control violation unless an excusable delay is granted by the Department.

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard, as well as additional centerline delineation such as double RPM application, or temporary painted line. The Traffic Control Plan shall include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of the effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, but will be considered incidental to the appropriate 652 bid items.

The Department reserves the right to have centerline cores cut by the Contractor's QC personnel for informational purposes to monitor the density along the joint. Informational cores at the centerline joint will be taken centered over the tapered part of the wedge joint.

Any notched wedge joint constructed areas that become cracked or broken shall be trimmed back to the limits affected prior to placing the adjoining lane. Any materials that become unbound or separated from the wedge or tapered joint section, or contaminated by materials determined by the Department as being detrimental to the construction of a sound construction joint, shall be removed by sweeping, compressed air and lance, or by hand tools as required. This work, if necessary, will not be paid for directly, but shall be considered incidental to the related contract items.

<u>401.17 Joints</u> The following section has been amended as follows:

Should the notched wedge joint device be used, the Contractor shall apply a coating of emulsified asphalt on the vertical and tapered surface of the longitudinal centerline joint immediately before paving. The rate of application shall be approximately 0.050 G/SY. This application shall be in addition to the normal application of tack coats to the construction joint face and horizontal surfaces prior to placing a new lift. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

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

| Desc. Of Course | Grad Design. | Item Number | Bit Cont. % of Mix | Total Thick | No. Of Layers | Comp. Notes |
|---|---|---|---|---|---|---|
| **4" – Route 11/114 Travel Way, Shoulders & Guardrail Flareouts** | | | | | | |
| Wearing | 12.5 mm | 403.2081 | N/A | 1 ½" | 1 | 4,8,30 |
| Base | 12.5 mm | 403.2131 | N/A | 2 ½" | 1 | 4,8,30 |
| **3" – Woods Road (Station 116+00)** | | | | | | |
| Wearing | 9.5mm | 403.210 | N/A | 3" | 2 | 4,10 |
| **Spot Shim/Delamination Areas – As approved by the Resident** | | | | | | |
| Shim | 9.5 mm | 403.211 | N/A | Varies | 1/more | 2,4,10,11,14 |

**COMPLEMENTARY NOTES**

2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
8. Section 106.6 Acceptance, (2) Method B. The Contractor may request a contract modification to change to testing method "A" prior to work starting on this item.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded "** mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
30. The required PGAB shall be a storage-stable, pre-blended, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO MP 19.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or RS-1h , Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.03 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.03 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

# SPECIAL PROVISION
# SECTION 501
# FOUNDATION PILES
(Spun Pipe Piles)

Amend Standard Specification Section 501, Foundation Piles, to include the following:

501.01 Description This work shall consist of furnishing and constructing a Spun Pipe Pile foundation as shown in the Plans and as specified herein. The Spun Pipe Pile Contractor is responsible for furnishing all materials, products, accessories, tools, equipment, services, transportation, labor and supervision required for installation of piles as shown on the Plans, per approved submittals and as specified herein.

501.011 Definitions Definitions that apply within this Special Provision are:

Factored Design Load (FDL) The maximum factored compressive axial design load for a Spun Pipe Pile as indicated on the Plans.

Spun Pipe Pile A small diameter, end bearing pile formed by spinning Permanent Steel Casing and removing material using drilling methods to create a cased, open, cylindrical hole in the ground, which is subsequently filled with grout and designed to support the FDL.

Mill Secondary Mill rejected American Petroleum Institute (API) casing, a.k.a. “Mill Rejects,” “Structural Grade,” “Limited Service,” or “Minimum Test Pipe”.

Permanent Steel Casing The steel casing/pipe that forms the shell for the Spun Pipe Pile.

Tremie Grouting A method used to place grout in a wet hole. A grout tube is placed to the bottom of the drill hole. While keeping the grout tube opening submerged in the grout, grout is pumped into the hole, causing the drilling fluid to be displaced upward until clean grout can be seen coming out of the top of the casing.

501.012 Spun Pipe Pile Contractor’s Experience Requirements and Submittal Four (4) weeks prior to the start of installation of the Spun Pipe Pile the Contractor performing the work described in this Special Provision shall submit proof of successfully constructed Micropiles or Spun Pipe Piles, using non-displacement methods at two (2) projects under similar site conditions to those indicated in the Contract documents.

Two (2) weeks prior to the start of installation of the Spun Pipe Piles, the Spun Pipe Pile Contractor shall submit a list identifying the on-site supervisors and drill rig operators assigned to the project. On-site supervisors shall have supervised the successful installation of Micropiles or Spun Pipe Piles, on at least two (2) projects under similar site conditions to those indicated in the contract documents. Drill rig operators shall have at least one (1) year experience in construction of Micropile or Spun Pipe Pile foundations.

The Resident shall approve or reject the Contractor's qualifications and staff within fourteen (14) Working Days after receipt of the submission.

501.013 Submittals The Spun Pipe Pile Contractor will not be allowed to begin work until all related submittal requirements are satisfied and found acceptable to the Resident and the Geotechnical Engineer. At least four (4) weeks prior to the start of installation of the Spun Pipe Piles, the Spun Pipe Pile Contractor shall prepare and submit the information outlined below. All submittals will be reviewed in accordance with Standard Specification Section 105.7, Working Drawings.

Include in the Spun Pipe Pile Installation Plan submittal:

1. List and description of proposed equipment to be used for Spun Pipe Pile installation, including equipment for drilling, cleaning, checking cleanliness of drill holes, installing Spun Pipe Piles, spinning and seating Spun Pipe Piles into bedrock, and Tremie Grouting.
2. Details of proposed procedures and sequence for Spun Pipe Pile installation, including method of drilling, installation, and grouting.
3. Procedures for advancing through boulders and other obstructions.
4. Procedures for containment of drilling fluid and spoils, and disposal of spoils.
5. Shop drawings for all structural steel, including the Spun Pipe Pile components. Provide information on the length of the casing sections to be used, as dictated by restrictions on Spun Pipe Piles splice locations, by the length of the drill mast and by the available overhead clearance, and the resulting location of joints. Shop drawings shall include a plan showing Spun Pipe Pile designations and a splice detail.
6. Grout mix design and grout compressive strength test results completed within the last year.
7. Quality Control Plan (QCP) for the grout, in accordance with Standard Specification Section 502.1701, Quality Control, Method A and B, with the following exception: There are no permeability or entrained air requirements. This plan shall also include a description of the procedures and equipment for placing the grout and the method for monitoring quality control of the mix. At a minimum, quality control shall include: Use of a Baroid Mud Balance per American Petroleum Institute (API) Recommended Practice (RP) 13B-1, Standard Procedure for Testing Water Based Drilling Fluids, to check the specific gravity of the mixed grout prior to placement of the grout into each Spun Pipe Pile; and compressive strength testing in accordance with AASHTO T106/ASTM C109 at a frequency of no less than one set of three (3) 2-inch grout cubes each day of operation, or per every ten (10) Spun Pipe Piles, whichever occurs more frequently.
8. Layout drawings showing the proposed sequence of Spun Pipe Pile installation.
9. Estimated duration of the work, including mobilization, Spun Pipe Pile installation, grouting, and demobilization.

Spun Pipe Pile installation records shall be submitted to the Resident and the Geotechnical Engineer within 24 hours after each Spun Pipe Pile installation is completed. At a minimum the

records shall include: Spun Pipe Pile drilling duration and observations; description of soil and bedrock encountered; rate of advancement; Spun Pipe Pile inclination; approximate final tip elevation; cut-off elevation; description of unusual behavior and/or conditions; deviations from planned parameters; grout volumes pumped; grout sampling and testing results, Spun Pipe Pile materials and dimensions; Spun Pipe Pile location; inspector name; drill method; drill rig operator.

The Spun Pipe Pile Contractor shall submit to the Resident and the Geotechnical Engineer within thirty (30) Calendar Days after completion of the Spun Pipe Pile work a report containing:

1. As-built drawings showing the locations of the Spun Pipe Piles and the Spun Pipe Pile lengths.
2. Detailed drilling records including depth to intact bedrock and advancement depth into bedrock.
3. Mill certifications or test tab results for permanent casing.
4. Results of grout cube breaks.

501.02 Materials For all steel to remain as a permanent part of the Work, all Buy America provisions shall apply. Refer to Standard Specifications Subsection 105.11, Other Federal Requirements, and Standard Specifications Appendix A to Division 100, Section 3, Other Federal Requirements.

Cement grout for grouting the Spun Pipe Piles shall be either neat cement grout, or sand-cement grout with a water-cement ratio not more than 0.45 by weight. Water content and consistency of grout may be varied only by written approval by the Resident and Geotechnical Engineer. Expansion agent shall not be used. Minimum unconfined compressive design strength of grout shall be 4,000 psi. The grout design strength shall be achieved prior to erecting the girders. Admixtures shall be submitted to the Resident for review. Materials for cement grout shall be in accordance with Section 502.

Fine Aggregate If sand-cement grout is used, sand shall conform to ASTM C144/AASHTO M45.

Material certifications for the Spun Pipe Pile components shall be provided.

Permanent Steel Casing/Pipe Steel casing for Spun Pipe Piles shall have the minimum outside diameter shown on the Plans and shall conform to API 5CT N80 or ASTM A252 Grade 3 with a minimum yield strength (Fy) of 80 ksi, and shall be straight-seamed. Lap welded seams are not acceptable. Mill Secondary steel casings shall meet the requirements of Buy America. The steel shall be a Prequalified Base Metal from the AWS D1.1 Structural Welded Code - Steel. For API steel pipe used as Permanent Steel Casing, submit a minimum of two representative coupon test results or mill certifications (if available) on each load delivered to the Project.

Permanent Steel Casing splices shall conform to the requirements of ASTM A148/A148M, Grade 725-585 (Grade 105-85). Threaded casing joints shall be capable of developing and transferring full strength in compression and tension and developing full bending moment capacity.

The Permanent Steel Casing shall be flush joint and the pipe joint shall be completely shouldered and with no stripped threads.

The manufacturer or fabricator of Permanent Steel Casing shall furnish a certificate of compliance stating that the casing being supplied conforms to these specifications. The certificate of compliance shall include test reports for tensile and chemical tests. Samples for testing shall be taken from the base metal, steel or coil or from the manufactured or fabricated piling. The certificate of compliance shall be in English units.

501.04 Construction Requirements Install the Permanent Steel Casing prior to or in conjunction with the Spun Pipe Pile drill hole advancement. Install Spun Pipe Piles in accordance with the Contract documents and per the procedures submitted to, and accepted by, the Department and the Geotechnical Engineer. The Geotechnical Engineer shall be given access to directly observe and independently document the activities described in this Section.

Tolerances Install the Permanent Steel Casing as indicated in the Contract Documents. Install the Permanent Steel Casing so that the center of each casing does not vary from the Plan location by more than 3 inches at cutoff elevation. Spun Pipe Pile-hole alignment for vertical and battered Spun Pipe Piles shall be within 2% of design alignment. Cutoff elevation of the Spun Pipe Pile shall be within plus 1 inch to minus 2 inches of the design cutoff elevation.

Drilling, Soil Removal, and Permanent Steel Casing Installation The drilling equipment and methods shall be suitable for drilling through the conditions to be encountered, with minimal disturbance to these conditions or any overlying or adjacent structures or services. The use of temporary drill casing shall not be allowed without written approval of the Geotechnical Engineer. The drilling equipment shall be capable of installing Spun Pipe Piles to a depth of twenty (20) percent of the Spun Pipe Pile length beyond the tip depths shown in the Contract Documents, or to a depth of ten (10) feet into bedrock, whichever is greater. All Spun Pipe Pile drill holes shall be constructed using Permanent Steel Casing from ground surface into bedrock per the requirements shown on the Plans. The Permanent Steel Casing shall be seated a minimum of five (5) feet into bedrock. Open/unsupported drill holes will not be permitted. The drill hole shall be constructed to the defined nominal diameter and full length prior to placing grout. Do not drill or flush ahead of the Drill Casing by more than 6 inches at any time during Spun Pipe Pile installation. Perform drilling and excavation in such a manner as to prevent the collapse of the hole. Use of bentonite slurry is not permitted. Use of polymer slurry to remove cuttings from the cased hole shall require approval by the Resident and the Geotechnical Engineer.

The Spun Pipe Pile Contractor is responsible for removing and/or advancing through all underground obstructions that may interfere with the installation of Spun Pipe Piles. An impact or vibratory hammer shall not be used to advance permanent casing; this requirement does not apply to rotary percussive techniques that use top-drive hammers or down-the-hole hammers.

Control the procedures and operations to prevent undermining, damage or settlement to adjacent structures, tunnels, utilities or adjacent ground. If any undermining, damage or settlement occurs, halt operations. Provide a written plan to the Resident and the Geotechnical Engineer for review with procedures to avoid reoccurrence. Resume work only after the Resident and the Geotechnical Engineer has approved the plan in writing. Repair all damage and settlement at no additional cost to the Department. Delays resulting from the plan preparation and review process shall be the sole responsibility of the Contractor, and shall be at no additional cost to the Department.

Control the procedures and operations to prevent the soil at the bottom of the hole from flowing into the hole at all times during installation and cleaning out. Monitor the rate of fluid flow used to progress the holes.

Control drilling fluid and dispose of spoil in accordance with the approved Spun Pipe Pile Installation Plan.

Spun Pipe Pile Splices Spun Pipe Pile splices shall be constructed to develop the required factored design strength of the Spun Pipe Pile cross section. Lengths of Permanent Steel Casing to be spliced shall be secured in proper alignment and in such a manner that no eccentricity between the axis of the two lengths spliced or angle between them results. Threaded Permanent Steel Casing joints shall not be used within the pile cap or four (4) feet below the bottom of the pile cap.

Grout Placement The Spun Pipe Pile Contractor shall provide calibrated systems and equipment to measure the grout quality (including, at a minimum, compressive strength according to AASHTO T106/ASTM C109 and grout density), quantity, and pumping pressure during the grouting operations. Provide pressure gages capable of measuring the actual grout pressures used such that actual pressure readings are within the middle third of the gage. Spun Pipe Piles shall be grouted the same day the Spun Pipe Pile is drilled.

After drilling, the hole shall be flushed with water and/or air to remove drill cuttings and/or other loose debris to the satisfaction of the Resident and Geotechnical Engineer. The grout shall not contain lumps or any other evidence of poor or incomplete mixing. The grouting equipment shall be sized to enable the grout to be pumped in one continuous operation. The grout shall be kept in constant agitation prior to pumping. Grout shall be placed within one (1) hour or less after mixing and shall be installed without significant interruption. If grout is not placed within the allowed time, the Spun Pipe Pile will be rejected.

Provide quality control of the mix by monitoring grout quality per the QCP submitted to, and accepted by, the Department.

The grout shall be injected from the lowest point of the drill hole by means of a tremie pipe until clean, pure grout flows from the top of the Spun Pipe Pile. The grout may be pumped through grout tubes, or drill rods. All grouting operations shall ensure complete continuity of the grout column. The use of compressed air to directly pressurize the fluid grout is not permissible. The entire Spun Pipe Pile shall be grouted to the design cut-off level. Make provisions for checking the grout level in place at the end of each stage of grouting. Record the initial volume of grout required to fill the hole. Upon completion, monitor and maintain the grout level at or above the Spun Pipe Pile cut off elevation until the grout has set. Record date and time of observed grout loss and volume of added grout.

Upon completion of grouting, the grout tube may remain in the hole, but it shall be filled with grout.

Provide means and access for grout volume measurement at the Spun Pipe Pile installation site to the Resident and the Geotechnical Engineer.

Grout Testing Testing will be performed in accordance with the QCP submitted to, and accepted by, the Department.

Spun Pipe Pile Acceptance Criteria The following shall be achieved in order for the production Spun Pipe Piles to be acceptable to the Department:

1. Tolerance criteria met
2. Installed in accordance with the approved Spun Pipe Pile Installation Plan.
3. Installed to a minimum embedment of 5 feet into bedrock.
4. No threaded splices within 4 feet of the bottom of the pile cap.
5. No damage sustained during construction.

Unacceptable Spun Pipe Piles Unacceptable Spun Pipe Piles are Spun Pipe Piles which do not meet the Acceptance Criteria outlined above.

In the event that a Spun Pipe Pile is identified as unacceptable, the Spun Pipe Pile Contractor shall submit to the Resident a written plan of remedial action showing how to correct the problem and prevent its reoccurrence. The Spun Pipe Pile Contractor shall repair, augment, or replace the unacceptable Spun Pipe Pile in accordance with the approved remedial plan, at no additional cost to the Department. The location of replacement Spun Pipe Piles shall be approved by the Resident. No repair shall be permitted until the written plan is approved by the Resident.

501.05 Method of Measurement

All work related to mobilization and demobilization of any equipment required to satisfactorily complete all Spun Pipe Pile installation shall be measured on a lump sum basis.

Spun Pipe Piles will be measured per linear foot of accepted Spun Pipe Piles in abutment concrete, soil and rock. This measurement shall not include Spun Pipe Piles damaged prior to completion of the work unless remedied to the satisfaction of the Resident. This measurement shall not include Spun Pipe Piles that did not meet the acceptance criteria as outlined herein.

501.06 Basis of Payment

Drilling Equipment Mobilization This item shall include the cost of furnishing all labor, materials and equipment necessary for transporting, erecting, dismantling and removing all Spun Pipe Pile construction equipment. The lump sum price for this item will be paid once all equipment is mobilized to the Project site.

Spun Pipe Piles Payment for Spun Pipe Piles will be paid at the Contract Unit Price per linear foot of Spun Pipe Pile, installed and accepted. The price shall be full compensation for all Work associated with satisfactorily installing the Spun Pipe Piles, including, but not limited to, submittals, shop drawings, quality control testing in accordance with the Quality Control Plan, and reports. All costs to repair any damage and settlement to adjacent ground and structures shall be incidental to the Spun Pipe Pile pay item and at no additional cost to the Department. All costs to repair, augment and/or replace all rejected Spun Pipe Pile shall be incidental to the Spun Pipe Pile pay item and at no additional cost to the Department. Spun Pipe Piles that fail to meet the Acceptance Criteria will be rejected and no payment will be made for these Spun Pipe Piles. Advancing through boulders and obstructions will be considered incidental to the Spun Pipe Pile pay item, no separate payment will be made. There will be no additional payment for grout overruns.

Payment will be made under:

| Pay Item: | Pay Unit |
|---|---|
| 501.221 Spun Pipe Piles | Linear Foot |
| 501.805 Drilling Equipment Mobilization - Spun Pipe Piles | Lump Sum |

# SPECIAL PROVISION
# SECTION 502
# STRUCTURAL CONCRETE
(Longitudinal Saw Cut Grooving of Concrete Wearing Surfaces)

Amend or revise the following Subsections of Standard Specifications Section 502, Structural Concrete, as described below:

502.01 Description *This Subsection is amended to include following:*

This Work shall consist of Saw Cut Grooving the surface of a structural concrete slab longitudinally (parallel to the centerline of construction), as shown on the Plans, and as specified herein.

502.03 Materials *This Subsection is amended to include following:*

Use potable water.

502.13 Finishing Concrete Surfaces *Subsection F is amended to include the following:*

F. Longitudinal Saw Cut Grooving of Concrete Wearing Surfaces Apply a longitudinal saw cut grooved finish to concrete wearing surfaces. Use a multi-bladed diamond wet saw with circular saw blades. The Resident may allow the use of single blade, circular saw equipment, where it is determined such equipment is necessary to complete the Work, as required. The equipment the Contractor proposes to use will be subject to the approval of the Resident, prior to use.

Start saw cutting only after the specified curing period has elapsed. Cut longitudinal grooves parallel to the bridge centerline using continuous passes.

Cut all grooves rectangular in shape conforming to the following dimensions:
Width: 1/8 inch +/- 1/32 inch
Depth: 1/4 inch +/- 1/16 inch

Unless otherwise specified in the Contract, terminate grooves 4 to 12 inches from curbs, parapets, drainage structures, bridge joints, medians, and exposed edges of the structural concrete slab.

Saw cutting concrete produces silica dust. Include Saw Cut Grooving of concrete in the Health and Safety Plan.

502.18 Method of Measurement *Subsection F is revised to read as follows:*

F. Saw Cut Grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum.

502.19 Basis of Payment *This Subsection is amended to include following:*

Saw Cut Grooving of concrete wearing surfaces will be paid for at the Contract lump sum price, which shall be payment for furnishing all materials, labor and equipment, including depth gauges and all incidentals, to satisfactorily complete the Work.

Payment will be made under:

| Pay Item | | Pay Unit |
|---|---|---|
| 502.291 | Saw Cut Grooving | Lump Sum |

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

| CLASS OF CONCRETE | ITEM NUMBER | DESCRIPTION | P | METHOD |
|---|---|---|---|---|
| A | 502.219 | Structural Conc. Abut. And Retaining Walls (Cast in Place) | | C |
| A | 502.261 | Structural Concrete Roadway & Sidewalk on Concrete Bridges | $400 | A |
| LP | 502.49 | Structural Concrete Curbs & Sidewalks | | C |
| LP | 526.34 | Permanent Concrete Transition Barrier | | C |

P values listed above reflect the price per cubic yard (CY) for all pay adjustment purposes.

The quantity used for Pay Adjustment purposes shall be the actual quantity of cast in place concrete placed and accepted. This quantity shall be computed by the Contractor and submitted to the Resident for approval.

# SPECIAL PROVISION
## SECTION 523
## BEARINGS
(Installation of Bearings)

Standard Specifications Subsection 523.09, Installation of Bearings, paragraph one is replaced with the following:

Bearings shall be placed upon bridge seats that are properly finished. Bridge seat elevations shall be within ± ¼ inch of the elevation shown on the Plans and the differential elevation between the four bearing areas for each NEXT Beam shall not exceed ± ⅛ inch. The differential elevation between any two bearing areas for adjacent NEXT Beams shall not exceed ± ⅜ inch.

# SPECIAL PROVISION
# SECTION 530
# GLASS FIBER REINFORCED POLYMER
(Reinforcement Bars)

The following is added to the Standard Specifications as Section 530, Glass Fiber Reinforced Polymer, Reinforcement Bars:

530.01 Description This work shall consist of furnishing and placing Glass Fiber Reinforced Polymer (GFRP) reinforcement bars, in accordance with the Plans and as specified herein.

530.02 Materials All GFRP reinforcement shall conform to the requirements shown in the AASHTO Bridge Design Guide Specifications for GFRP Reinforced Concrete Bridge Decks and Traffic Railings (November 2009) including interim revisions, except as shown on the Plans and as stated herein. All GFRP reinforcement shall be deformed or sand coated.

GFRP reinforcement bars shall meet the tensile strength and modulus of elasticity specified on the Plans and shall be one of the following approved products:

Aslan 100 from Hughes Brothers, Inc.
ComBAR from Schoeck Bauteile
Mateenbar from Pultron Composites, Ltd.
V-Rod from Pultrall, Inc.

The same GFRP reinforcement manufacturer shall supply all GFRP reinforcement bars used in the same structural component; there shall be no mixing of products from different manufacturers in a component unless permitted on the Plans.

Documentation For all GFRP reinforcement, the GFRP reinforcement manufacturer shall submit two (2) copies of a written certification stating that the GFRP reinforcement meets the requirements of this specification to the Resident. The certification shall include the test values and test procedures used to determine the physical properties of the GFRP reinforcement. The certification shall bear the notarized signature of a responsible authorized representative of the GFRP reinforcement manufacturer. Each bundle of GFRP reinforcement shall be identified with the lot number affixed to each bundle by means of a durable tag.

Repair Material The material used to repair the cut ends of GFRP reinforcement shall comply with the requirements established by the GFRP reinforcement manufacturer.

530.03 Schedule of Material When the Plans do not include GFRP reinforcing schedules, the Contractor shall submit order lists, shape diagrams and bar layout drawings to the Resident for approval. The GFRP reinforcement shall not be ordered until these lists and drawings are

approved. Approval shall not relieve the Contractor of full responsibility for the satisfactory completion of the Work specified herein. When the Department allows the use of precast concrete deck panels, or any other significant changes that affect the quantity of GFRP reinforcement, the Contractor shall be responsible for revising the reinforcing schedule; the revised reinforcing schedule shall be approved by the Resident.

530.04 Protection of Material Delivery, storage and handling of GFRP bars shall be in accordance with the manufacturer's recommendations. Prevent bending, coating with soil, oil, or other material, or other damage to the GFRP reinforcement. When handling GFRP reinforcement, use equipment that avoids damaging or abrading the GFRP reinforcement. Do not drop or drag GFRP reinforcement.

All handling of GFRP reinforcement by mechanical means shall be done by equipment having padded contact areas, or by the use of nylon webbing slings. The use of chains or wire rope slings willl not be allowed, even when used with padding. All bundles of GFRP bars shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge to prevent bar-to-bar abrasion from sags in the bundles. Support points during lifting or transporting of bundled GFRP reinforcement shall be spaced at a maximum of 15 feet, or as required by the manufacturer, whichever is more restrictive. Bundled bars shall be strapped together with nonmetallic or padded straps in a manner to prevent bar-to-bar abrasion due to relative movement between bars.

Individual bars shall be handled in a manner that prevents damage to the coating due to abrasion or impact, and at no time shall any bar be moved by dragging over any surface, including other reinforcing bars. Sufficient personnel shall be assigned to assure compliance with the provisions above. Bars loaded for transport shall be loaded and strapped down in a manner that will prevent damage from motion and vibration, to the greatest extent possible. Bundles of bent bars shall be transported strapped to wooden platforms or shall be crated. All individual bundles and layers of bundles shall be separated, and supported by dunnage.

GFRP reinforcement shall be stored on skids or other supports a minimum of 12 inches above the ground surface and protected at all times from damage and surface contamination. The storage supports shall be constructed of wood or other material that will not damage the surface of the GFRP reinforcement or sand coating. Bundles of bars shall be stored on supports in a single layer. Each bundle shall be placed on the supports out of contact with adjacent bundles. If it is expected that GFRP bars will be required to be stored outdoors for a period in excess of two months, then the GFRP reinforcement shall be protected from ultraviolet radiation. Prevent exposure of GFRP to temperatures above 120 degrees Fahrenheit.

The maximum un-repaired visible damage permitted on a GFRP reinforcement bar is 2 percent of the surface area in any linear foot of GFRP reinforcement bar. The depth of damage shall not exceed 0.04 inches.

530.05 Fabrication Forming of GFRP reinforcement and tolerances for forming of GFRP reinforcement shall be in conformance with the latest edition of the "Manual of Standard Practice of the Concrete Reinforcing Steel Institute" and the "Detailing Manual of the American Concrete Institute."

530.06 Placing and Fastening All GFRP reinforcement shall be accurately placed in the positions shown on the Plans. Support and firmly tie or otherwise secure GFRP reinforcement in place to prevent settlement, floating upward, or movement in any direction during the placing and setting of the concrete. Immediately before placing concrete, GFRP reinforcement shall be free from all foreign material. Foreign material includes, but is not limited to, dirt, paint, oil, bitumen and dried concrete mortar.

Field bending of GFRP reinforcement is not allowed.

Field cutting of GFRP reinforcement will only be permitted with the approval of the Resident. Field cutting shall be with a high speed cutter, fine blade saw, diamond blade or masonry saw. The GFRP reinforcement shall not be shear cut. The ends of all field cut GFRP reinforcement shall be treated in accordance with the manufacturer’s recommendations.

GFRP reinforcement supported on formwork shall rest on stays, blocks, ties, hangers, GFRP or plastic chairs, bar supports made of dielectric material, or other approved materials. Blocks used for this purpose shall be precast Portland cement mortar blocks of approved shape and dimensions. Reinforcing bars used as support bars shall be GFRP, stainless steel, or non-metallic. The use of pebbles, stone, brick, metal pipe, wood, or metal chairs will not be allowed. Wire bar supports will not be allowed. Layers of bars may be separated by precast Portland cement mortar blocks or other approved devices.

Bars shall be fastened together at all intersections except where spacing is less than 1 foot in either direction, in which case, fastening at alternate intersections of each bar with other bars will be permitted providing this will hold all the bars securely in position. Ties shall be soft annealed wire that has been nylon, epoxy or plastic coated. Plastic ties will also be allowed. Placing reinforcement as concrete placement progresses, without definite and secure means of holding the GFRP reinforcement in its correct position, will not be allowed.

When specified on the Plans, GFRP reinforcement shall be anchored into drilled holes. The anchoring material shall be one of the products listed on the Maine Department of Transportation's list of Prequalified Type 3 Anchoring Materials. Installation shall be in accordance with the manufacturer's recommendations.

At each anchor location, existing reinforcement will be located to avoid drilling through existing bars. Where interferences exist, location adjustments will be determined by the Resident. Minimum embedment lengths of reinforcement shall comply with the manufacturer’s recommendations for the anchoring material selected. The embedment lengths will be verified by the Resident before installation of the reinforcement.

Termination of GFRP reinforcement shall be as shown on the Plans. Any exceptions or modifications shall be approved, in writing, by the Engineer of Record. Reinforcement shall be inspected and approved by the Resident prior to concrete placement.

530.07 Splicing GFRP Reinforcement shall be spliced as shown on the Plans and as specified herein. No modifications of, or additions to, the splice arrangements shown on the Plans will be allowed without the prior approval of the Resident.

Any additional splices authorized shall be staggered as much as possible. All splices shall be made in a manner that will ensure that not less than 75% of the clear concrete cover and not less than 75% of the minimum clear distance to other reinforcement will be maintained, as compared to the cover and clear distance requirements for the un-spliced reinforcement.

Lapped splices shall be made by placing the bars in contact and wiring/tying them together. Lap splice lengths shall be in accordance with the Plans.

530.08 Substitution Substitution of different size GFRP reinforcement shall not be permitted except with the written authorization of the Engineer of Record.

530.09 Method of Measurement The quantity of GFRP reinforcement measured for payment will be the number of linear feet shown in the Schedule of Items. This quantity will be considered final and no adjustments will be made except when changes resulting in increases or decreases are made by the Resident. Field measurement of GFRP reinforcement will not be required.

If a GFRP reinforcing schedule is not provided on the Plans, GFRP reinforcement will be measured based on the approved GFRP reinforcement order lists, shape diagrams, and layout drawings submitted by the Contractor as specified herein.

Payment for GFRP reinforcement excluded from the reinforcing schedule, with the exception of GFRP reinforcement included in precast concrete deck panels, will be paid for by the linear foot required as per the revised reinforcing schedule submitted by the Contractor.

If precast concrete deck panels are used, GFRP reinforcement in precast concrete deck panels will be considered incidental to the deck concrete. No separate payment will be made.

530.10 Basis of Payment Payment for GFRP Reinforcement Fabricated and Delivered shall be considered full compensation for furnishing and proper storage of GFRP reinforcement as specified herein and in accordance with the manufacturer’s recommendations.

Payment for GFRP Reinforcement, Placing shall be full compensation for installation, adjustment, and consumables related to placing GFRP reinforcement as specified herein and in accordance with the manufacturer’s recommendations.

Payment for work associated with furnishing and revising the GFRP reinforcing schedule and all expenses incurred by the Contractor, and their suppliers, as a result of the requirements specified herein will be considered incidental to related Contract items. No separate payment will be made.

Payment will not be made for any materials used to hold reinforcement in place or for extra GFRP reinforcement due to substitutions and splices made for the Contractor's convenience.

When GFRP is specified to be anchored into drilled holes, no additional payment will be made for drilling and anchoring GFRP reinforcement or cutting GFRP reinforcement.

Payment will be made under:

| Pay Item | | Pay Unit |
|---|---|---|
| 530.30 | Glass Fiber Reinforced Polymer, Fabricated & Delivered | Linear Foot |
| 530.31 | Glass Fiber Reinforced Polymer, Placing | Linear Foot |

# SPECIAL PROVISION
# SECTION 534
# PRECAST STRUCTURAL CONCRETE
(Precast Abutment & Approach Slab)

Standard Specifications Section 534, Precast Structural Concrete, is amended to include the following:

534.01 Description This work shall consist of fabricating, delivering, and erecting the precast abutments, prefabricated deck units, precast approach slabs, and related material. Materials, work, inspection and documentation not specifically addressed by this Specification shall be done in accordance with the applicable sections of the Precast/Prestressed Concrete Institute (PCI), Manual for Quality Control for Plants and Production of Structural Precast Concrete Products (MNL 116), including Commentary.

534.02 Materials Materials for precast and prestressed concrete products shall meet the requirements of the following Sections:

| | |
|---|---|
| Water | 701.02 |
| Air Entraining Admixture | 701.03 |
| Water Reducing Admixture | 701.04 |
| High Range Water Reducing Admixture (HRWR) | 701.0401 |
| Set-Retarding Admixtures | 701.05 |
| Fly Ash | 701.10 |
| Calcium Nitrite Solution | 701.11 |
| Silica Fume | 701.12 |
| Ground Granulated Blast Furnace Slag | 701.13 |
| Fine Aggregate for Concrete | 703.01 |
| Coarse Aggregate for Concrete | 703.02 |
| Reinforcing Steel | 709.01 |
| Welded Steel Wire Fabric | 709.02 |
| Steel Strand for Concrete Reinforcement | 709.03 |

Portland cement shall conform to the requirements of AASHTO M85 (ASTM C150), Type I, Type II, or Type III. The Contractor shall supply the Department with copies of certified mill tests of the cement. The mill tests shall show the name of the manufacturer, location where produced, silo number and the person or agency conducting the test.

Coarse aggregate shall conform to the requirements of Standard Specifications Subsection 703.02, Coarse Aggregate for Concrete, Class A, Class AA or Latex.

534.03 Drawings The Contractor shall prepare shop detail, erection and other necessary Working Drawings in accordance with Standard Specifications Subsection 105.7, Working Drawings. The drawings will be reviewed and approved in accordance with the applicable

requirements of Standard Specifications Section 105.7, Working Drawings. Changes and revisions to the approved Working Drawings shall require further approval by the Fabrication Engineer.

Concrete mix designs shall be part of the shop drawing submittal. Mix designs shall include aggregate specific gravity, absorption, percent fracture, fineness modulus and gradation.

A copy of the Contractor's Quality System Manual (Q.S.M.) shall be submitted when requested by the Fabrication Engineer.

534.05 Inspection Facilities The Contractor shall provide a private office at the fabrication plant for inspection personnel authorized by the Department. The office shall have an area not less than 100 $ft^2$ and shall be in close proximity to the work. The office shall be climate controlled to maintain the temperature between 65°F and 85°F, lighted and have the exit(s) closed by a door(s) equipped with a lock and 2 keys which shall be furnished to the Inspector(s). The office shall be equipped with a desk or table having a minimum size of 48 in by 30 in, 2 chairs, a telephone, telephone answering machine, line data port, plan rack and 2-drawer letter size file cabinet with a lock and 2 keys which shall be furnished to the Inspector(s).

The facilities and all furnishings shall remain the property of the Contractor upon completion of the work. Payment for the facilities, heating, lighting, telephone installation, basic monthly telephone charges and all furnishings shall be incidental to the Contract.

534.06 Notice of Beginning Work The Contractor shall give the Fabrication Engineer a minimum of two weeks notice prior to beginning work. The Contractor shall advise the Fabrication Engineer of the production schedule and any changes to it. If the Contractor suspends work on a project, the Fabrication Engineer will require 48 hours notice prior to the resumption of work.

534.07 Inspection Quality Control (Q.C.) is the responsibility of the Contractor. Quality Control Inspectors (QCIs) shall have a valid PCI Quality Control Certification Level I, Level II or Level III. Personnel performing concrete testing shall hold a current ACI Field Testing Technician Grade I Certification or equivalent, or work under the direct supervision of an ACI certified technician.

The QCI shall inspect all aspects of the work in accordance with the Contractor's QSM. The QCI shall record measurements and test results on the appropriate forms from APPENDIX E of MNL 116 or an equivalent form prepared by the user. Copies of measurements and test results shall be provided to the Quality Assurance Inspector (QAI) as follows:

| Type of Report | When Provided to Q.A.I* |
|---|---|
| Material certifications/stressing calculations/ calibration certifications | Prior to beginning work (anticipate adequate time for review by QAI) |
| Pre-pour inspection report | Prior to the concrete placement |

| | |
|---|---|
| Concrete Batch Slips | The morning of the next work day |
| Results of concrete testing | The morning of the next work day |
| Results of compressive testing (for release) | The same work day |
| Concrete temperature records | Provide with compressive testing (for Release) |
| Non-conformance reports/repair procedures | Within 24 hours of discovery |
| Results of compressive testing (for design strength) | Prior to stopping curing/Prior to final Acceptance |
| Post-pour inspection report | Prior to final acceptance |

*The Contractor and QAI, by mutual agreement, may modify any part of the schedule; however, failure to provide the documentation when required will result in the product being deemed unacceptable.

The QCI shall reject materials and workmanship that do not meet contract requirements. The Contractor may perform testing in addition to the minimum required. The results of all testing shall be made available to the QAI.

Quality Assurance (Q.A.) is the prerogative of the Fabrication Engineer. The QAI will verify documentation, periodically inspect workmanship, and witness testing. Testing deemed necessary by the Fabrication Engineer in addition to the minimum testing requirements shall be scheduled to minimize interference with the production schedule.

534.08 Inspector's Authority The QAI will have the authority to reject material or workmanship that does not meet the contract requirements. The acceptance of material or workmanship by the QAI will not prevent subsequent rejection, if found unacceptable.

534.09 Rejections Rejected material and workmanship shall be corrected or replaced by the Contractor. In the event that an item fabricated under this Specification does not meet the contract requirements but is deemed suitable for use by the Fabrication Engineer, said item will be paid for in accordance with Standard Specifications Subsection 106.8.1, Substantially Conforming Work.

534.10 Forms and Casting Beds Form dimensions shall conform to the approved shop drawings. Forms shall be well constructed, carefully aligned and sufficiently tight to prevent leakage of mortar. Forms that do not maintain the plan dimensions within allowable tolerances during concrete placement shall be rejected.

Wood forms, if used, shall be sealed with a material to prevent absorption. The sealer shall be applied and cured in accordance with the manufacturer’s recommendations.

Forms shall be cleaned of adherent material before each use. Forms shall be cleaned of all foreign matter and debris immediately prior to placing concrete. New forms shall be free from paint or other protective coatings.

Forms shall be treated with a non-staining bond breaking compound applied in accordance with the manufacturer's recommendations.

If the reinforcing steel or post-tensioning ducts have been contaminated with the bond-breaking compound, it shall be cleaned with solvent. No concrete shall be placed until the reinforcing steel and post-tensioning ducts has been inspected and accepted by the QCI.

534.11 Reinforcing Steel Reinforcing steel shall be fabricated, packaged, handled, stored, placed, spliced, and repaired in accordance with Standard Specifications Section 503, Reinforcing Steel.

Reinforcing steel shall be accurately located and securely anchored to prevent displacement during concrete placement. All reinforcing steel shall be installed and secured before beginning the concrete placement.

The concrete cover shown on the approved shop drawings shall be the minimum allowable cover. The contractor shall use bar supports and spacers to maintain the minimum concrete cover. The bar supports and spacers shall be made of a dielectric material or other material approved by the Fabrication Engineer.

534.12 Voids and Inserts Voids shall be non-absorbent. The out-to-out dimensions of the voids shall be within 2% of plan dimensions. Damaged voids shall be repaired in manner acceptable to the QAI. Voids shall be stored, handled and placed in a manner that prevents damage. Residue from void placement shall be entirely removed from the forms before beginning or continuing the concrete placement.

Voids shall be located accurately, anchored securely, capped and vented. Any portion of a void that is displaced beyond the allowable dimensional tolerances shall be cause for rejection of the abutment segment.

534.13 Concrete Concrete mix designs shall be submitted to the Fabrication Engineer for approval a minimum of 30 days prior to beginning work. Mix designs previously approved for use shall not require qualification by trial batch if the mix design meets all the requirements of this Section.

New concrete mix designs shall be qualified by trial batches prepared in accordance with AASHTO T126 (ASTM C192). The test results shall demonstrate that the concrete meets the requirements of the Plans and this Section. If accelerated curing is to be used in production, the test specimens shall be similarly cured.

No concrete shall be placed until the mix design has been approved. Approval of the mix design does not relieve the Contractor of the responsibility of meeting the requirements of this Section during production.

The concrete mix design shall meet the following requirements:

Table 1

| | |
|---|---|
| Minimum cement content | 650 lb/yd$^3$ |
| Water-cement ratio | 0.40 maximum |
| Air entrainment | 5½ % - 7½ % |
| Allowable slump | 5 in to 10 in |
| Calcium Nitrite* | 3 gal/yd$^3$ |
| Silica Fume (when required) | 5% - 10% of cement content by weight |
| Fly Ash | 40% of cementitious material maximum |
| Slag | 50% of cementitious material maximum |

*The water in the Calcium Nitrite solution shall be included when calculating the water/cement ratio

The batching equipment, mixers and delivery equipment shall meet the requirements of MNL 116. Concrete shall be batched, mixed and handled in accordance with MNL 116.

534.14 Concrete Placement The first two loads of concrete from each placement shall be tested by the QCI for temperature, air entrainment, and slump. If the first load is unacceptable, the second load shall be tested as the first. This process shall continue until two consecutive loads are found acceptable. After two consecutive loads are found acceptable, the frequency of testing shall be at the discretion of the QAI.

Concrete shall be tested if there is a change in the dosage rate of any admixture, a change of 2 in or more in slump or a change of more than 5°F in mix temperature.

Any load of 1 yd$^3$ or less from a stationary mixer or 2 yd$^3$ or less from a transit mixer shall be tested for air entrainment, slump, and temperature prior to being placed in the form.

Concrete shall be placed as nearly as possible to its final location. The depth of a lift shall be controlled in order to minimize entrapped air voids in conventional concrete castings. The maximum depth of an unconsolidated lift shall be 18 in in conventional concrete castings. Concrete shall be vibrated with internal or internal and external vibrators in conventional concrete castings. External vibrators shall not be used alone. Internal vibrators shall be inserted vertically and penetrate the lower layer of concrete by at least 4 in. The vibrators shall be inserted to assure that the radii of action of the vibrators overlap. The vibrators shall be held in position from 5 to 15 seconds. Vibrators shall not be used to move concrete horizontally. In concrete that is made self-consolidating by the addition of a polycarboxylating agent the amount of vibration and maximum depth of lifts shall be determined during the trial batching process with input from the Department, the Manufacturer's Technical Representative, and the Contractor.

When concrete placements are interrupted, no more than 60 minutes shall elapse from the time of the beginning of the placement and the resumption of the concrete placement when the concrete temperature is below 75°F. When the concrete temperature is above 75°F, the elapsed time shall be reduced to 30 minutes. Cold joints shall make the unit subject to rejection.

No water shall be added to the concrete after batching. HRWR may be added to the concrete after batching if that practice conforms to the manufacturer's published recommendations. Concrete that becomes unworkable shall be discarded.

534.15 Process Control Test Cylinders All process control test cylinders shall be made and tested in accordance with the following Standards:

AASHTO T23 (ASTM C31/C31M) Practice for Making and Curing Concrete Test Specimens in Field
AASHTO T22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens
AASHTO T119 (ASTM C143) Test Method for Slump of Hydraulic Cement Concrete
AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete
AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C1064 - Test Method for Temperature of Freshly mixed Portland Cement Concrete

A minimum of 8 concrete test cylinders shall be cast to represent each continuous concrete placement. Six of the cylinders from each test shall be cured under the same conditions as the units. Unit identification, entrained air content, water-cement ratio, slump and temperature of the sampled concrete shall be recorded by the Contractor at the time of cylinder casting. Testing shall be done in the presence of the QAI. The QAI will designate the loads to be tested. Cylinders made to determine handling strength shall be made during the last 1/3 of the placement.

At least once a week, the Contractor shall make four cylinders for use by the Department. They shall be cured in accordance with AASHTO T23 (ASTM C31/C31M).

If the Contractor fails to make enough cylinders to demonstrate that the product meets the contract requirements, the product will be considered unacceptable.

The standard size test cylinder for acceptance shall be 4 in by 8 in. The compressive strength of the concrete shall be determined by averaging the compressive strength of two test cylinders made from the same load.

For the purpose of acceptance, the average of two cylinders shall meet or exceed the design strength, and, neither cylinder shall be more than 500 psi below the required strength.

534.16 Abutment Segment Curing Immediately after the concrete has been finished, the product shall be covered with an impermeable barrier to prevent moisture loss. The barrier shall be tight to the form and securely fastened. The exposed surface of the concrete shall be kept moist. The Contractor shall monitor and record the concrete temperature during the initial curing cycle.

After the product has been removed from the form, moist curing shall continue until it has reached design strength. All surfaces of the product shall be kept moist and the product shall be placed in a moisture retention enclosure with a relative humidity not less than 80%. The product shall not be exposed to temperatures below 50°F until design strength is achieved.

Membrane curing compounds shall not be used without the approval of the Fabrication Engineer. If approved, the compound shall be applied in strict accordance with the manufacturer's published instructions. The Contractor shall provide the QAI with the product data sheet for the compound prior to application. The compound shall be applied immediately after stripping.

534.17 Accelerated Curing (Optional) Accelerated curing shall begin after the concrete has attained its initial set. Initial set shall be determined in accordance with ASTM C403, Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance. A strength gain of 500 psi indicates initial set. The Contractor shall provide documentation that the mix design being used has been tested in accordance with ASTM C403. Accelerated curing shall begin after the concrete has attained initial set. Application of heat more than 8 hours after initial set will not be considered accelerated curing.

The enclosure temperature may be increased by a maximum of 10°F/hour prior to initial set. The total temperature gain prior to initial set shall not exceed 40°F.

After initial set, the temperature gain of the concrete shall not exceed 40°F/hour. The concrete temperature shall attain a minimum temperature of 120°F and that temperature shall be maintained for a minimum of 8 hours. The maximum allowable concrete temperature shall be 180°F. Concrete temperature shall be measured near each end of the casting bed and at intervals not to exceed 100 ft.

The cooling rate from maximum accelerated curing temperature shall not exceed 40°F/hour. The cooling rate shall continue until the concrete temperature is within 40°F of the ambient air temperature.

Steam curing shall take place in an enclosure that allows the free circulation of steam. Steam jets shall provide a uniform distribution of steam without discharging directly on the product or the test cylinders.

When radiant heat is used, the Contractor shall take measures to assure that there is no moisture loss from the product. Free water shall be present on all exposed surfaces at all times.

Recording thermometers that indicate the time/temperature relationship shall be used by the Contractor until transfer/stripping strength has been achieved. Copies of the time/temperature records shall be made available to the QAI.

If the units have achieved 80% of design strength during the curing cycle, no further curing will be required.

534.20 Finishing Concrete and Repairing Defects Products fabricated under this Section shall meet Standard Grade finish requirements as defined in MNL 116 when they are hidden from view in their final position by backfill or riprap, all other surfaces will be considered exposed to view and will require a special architectural finish.

For portions of product not exposed to view in their final position the recommendations of Standard Grade finish requirements shall be mandatory.

Portions requiring an architectural finish shall meet the following standards. No projections from the surface along the length of each piece will be allowed, uniform color and texture, no visible form tie holes patched or otherwise, all surface voids filled. In order to assure uniformity in appearance of the exposed abutment face, prior to any production work the Precaster shall prepare a sample of 24 in by 24 in by 6 in thick for acceptance by the Department on an aesthetic and cosmetic basis; this piece shall be used throughout production as the standard by which all abutment surfaces exposed to view in their final position are compared for acceptance of the finish.

Structural defects shall be repaired by a method approved by the Fabrication Engineer. Structural defects shall include, but not be limited to exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inches or greater in width that extend more than 12 in. The Contractor shall submit a proposed repair procedure for structural repairs to the Fabrication Engineer. No structural repairs shall be made without the QAI being present. The QAI shall be given adequate notice before beginning repairs.

Chamfers and drip notches shall be made smooth and uniform. Keyways shall be sandblasted to remove mortar paste.

On surfaces not exposed to view in their final position honeycombing, ragged or irregular edges and other cosmetic defects shall be repaired using a product from the MDOT Prequalified List for Patching Materials. The repair, including preparation of the repair area, mixing, application, and curing of the patching material shall be in accordance with the manufacturer's published instructions. Edges not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed ½ in. Form ties shall be removed to a depth of not less than 1 in from the face of the concrete and patched using a cementitious mortar or patching compound.

534.22 Tolerances Tolerances for precast units shall be in conformance with the latest edition of MNL 116, as applicable.

534.23 Transportation and Storage The precast products may only be handled, moved or transported after the 28 day design strength has been attained.

Precast concrete products shall be transported and stored so that the reactions with respect to the unit shall be approximately the same as the product in its final position. The product shall be handled so that only a vertical force is applied to the lifting devices.

Stored products shall be supported above the ground on dunnage in a manner to prevent twisting or distortion. Products shall be protected from discoloration and aesthetic damage.

Units damaged by improper storing, hoisting or handling shall be replaced by the Contractor.

534.28 Method of Measurement Precast structural concrete will be measured by the lump sum.

534.29 Basis of Payment All work done under Precast Structural Concrete will be paid for at the Contract lump sum price. Payment will be full compensation for furnishing all materials in the precast unit including reinforcing steel, post-tensioning bars, ducts and related materials and work. Related materials and work includes, but is not limited to, erecting the products, post-tensioning operations, and concrete admixtures used.

Payment will be made under:

| | Pay Item | Pay Unit |
|---|---|---|
| 534.76 | Precast Abutment | Lump Sum |
| 534.7601 | Precast Approach Slab | Lump Sum |

# SPECIAL PROVISION
# SECTION 535
# PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE
(Camber)

The following is added to Standard Specifications Section 535:

535.01 Description This work shall include submittal of calculated beam camber, submittal of a Camber Management Plan, measurement of actual beam camber, management of beam camber, survey of erected beams, adjustment of dimensions and elevations shown on the Plans, and all labor and equipment necessary to meet the requirements specified herein. All camber adjustments shall allow for construction of the bridge to the Profile shown on the Plans.

All Work specified herein is the responsibility of the Contractor unless otherwise specified.

535.011 Definitions

Adjustment Value The difference between the assumed Final Camber shown on the Plans and the anticipated Final Camber.

Camber Management Plan An outline of proposed means and methods for adjusting or mitigating camber growth and adjusting bridge geometry for beam camber at erection.

Final Camber The beam camber in the completed bridge i.e. beam camber after deflections due to deck, curb and bridge rail weights have occurred. Anticipated Final Camber will be considered the measured beam camber at the time of beam erection minus the deflection due to superimposed loads.

The acceptable range of Final Camber is 0 inches to 3.5 inches. The Final Camber represents the variation in the final deck thickness from each Abutment Centerline of Bearing to midspan.

535.03 Working Drawings The Working Drawings shall include calculated camber at release and at the time of beam erection based on the Contractor's and fabricator's anticipated schedules.

The Working Drawings shall include a Camber Management Plan. The Camber Management Plan may include:

Application of temporary load prior to beam erection. The Camber Management Plan shall include proposed location and magnitude of temporary loads, location of beam support points, and proposed means of load application e.g. temporary concrete barrier.

Adjustment of beam support points prior to beam erection.

Addition of shims or grout pads between the precast concrete abutment elements and Elastomeric Bearing Pads. Shims shall be steel; no other material will be accepted.

Other means and methods may be submitted for review.

The Camber Management Plan shall include procedures for varying the camber management techniques relative to the degree in which the camber varies from the camber values on the approved Working Drawings. The Camber Management Plan shall include procedures for addressing over and under cambered beams.

535.221 Camber Tolerance Beam camber at release and beam camber at erection shall be within the tolerance permitted in the Precast/Prestressed Concrete Institute Manual for Quality Control for Plants and Production of Structural Precast Concrete Products (MNL-116). Camber tolerance will be measured from the camber values on the approved Working Drawings.

535.24 Installation of Slabs, Beams and Girders Measure beam camber no more than 3 days prior to Precast Abutment element installation. Calculate the Adjustment Value based on the measured camber:

| | |
|---|---|
| Assumed Final Camber shown on the Plans | 2.0 in |
| Measured beam camber | - |
| Calculated deck deflection | + 1.0 in |
| Calculated curb and bridge rail deflection | + 0.1 in |
| Adjustment Value (in inches) | |
| Unit Conversion | x 1 ft / 12 in |
| Adjustment Value (in feet) | |

Adjust dimensions and elevations as follows:

| | |
|---|---|
| Bottom of Abutment No. 1 elevation shown on the Plans | 265.70 |
| Adjustment Value (in feet) | + |
| Final Bottom of Abutment No. 1 elevation | |

| | |
|---|---|
| Bottom of Abutment No. 2 elevation shown on the Plans | 269.00 |
| Adjustment Value (in feet) | + |
| Final Bottom of Abutment No. 2 elevation | |

Prior to precast concrete abutment element erection, final bottom of abutment elevations will be subject to the approval of the Department.

| | |
|---|---|
| Deck thickness at the Abutment Centerline of Bearings shown on the Plans | 10.5 in |
| Adjustment Value (in inches) | - |
| Final Deck thickness at each Abutment Centerline of Bearing | |

At each Abutment Centerline of Bearing, the minimum deck thickness is 8 inches and the maximum deck thickness is 11.5 inches. The deck thickness at midspan shall be 8 inches. Survey the beams after erection and adjust deck thicknesses as necessary to provide a tangent final Profile. Prior to deck concrete placement, final deck thicknesses will be subject to the approval of the Department.

535.26 Method of Measurement The Work specified herein will not be directly measured.

535.27 Basis of Payment The Work specified herein is included under Item No. 535.622, Prestressed Structural Concrete NEXT Beam. No separate payment will be made.

# SPECIAL PROVISON
# SECTION 601
# GABIONS AND MATTRESSES
(Gabions, Galvanized and PVC Coated)

*Replace Standard Specification Subsection 601.01, Description, in its entirety with the following:*

601.01 Description This work shall consist of furnishing and installing gabions, rock dowels, plates and nuts, and furnishing, assembling, filling with stones and lacing wire mesh baskets to serve as a buttress for soil cut slopes above new rock cut slopes as shown on the Plans and as specified herein. The anchored gabions shall conform to and be installed as specified herein, in accordance with the Standard Specifications, in reasonably close conformity to the lines, grades, and locations shown on the Plans, and as authorized by the Resident. Work under this item shall also include confirming utility and drainage system locations if any, all grading necessary for Gabion construction, installing rock dowels, fill concrete leveling pad, backfill, unit erection, and all incidentals necessary to complete the Work.

601.02 Materials

*The following sentences are added:*

Gabions shall meet the requirements of Standard Specifications Subsection 711.02, Gabions, and Standard Specifications Subsection 711.02(b), Polyvinylchloride (PVC) Coated Gabions. Gabions shall be galvanized in accordance with ASTM A641/A641M and shall be PVC coated.

Stones for Gabions shall meet the requirements of Standard Specifications Subsection 711.03, Stones for Gabions, and shall be angular as defined in Standard Specifications Subsection 703.32, Definitions.

601.05 Installation of Gabions

*The following sentences are added:*

Gabions shall be installed on prepared bedrock that has been cleared of soil and loose rock. The bearing surface shall meet the sloping or benching requirements as shown on the Plans. Alternatively, concrete fill may be placed on the prepared bedrock surface to provide a level bearing surface.

*Standard Specification Subsection 601.051 is removed in its entirety.*

*Specification Subsection 601.053 is added:*

601.053 Dowel Installation. A single row of rock dowels shall be installed to support the gabions as shown on the Plans. The dowels shall be installed approximately normal to the

prepared bearing surface. The dowel alignment shall be such that the gabions can be centered over the dowels in cross section. Bearing plates and locking nuts shall be installed after construction of the gabions in accordance with the Plans. Locking nuts shall be installed hand tight. The ends of the dowel bars shall be scored to upset the threads or the nuts shall be tack welded following tightening.

*Replace Standard Specification Subsection 601.09 in its entirety with the following:*

601.09 Method of Measurement The accepted quantity of Gabions will be measured by the number of cubic yards of gabion complete, in place, and accepted.

*Replace Standard Specification Subsection 601.10 in its entirety with the following:*

601.10 Basis of Payment The accepted quantity of Gabions will be paid for at the Contract unit price per cubic yard furnished and complete in place. The price shall be full compensation to place gabions, preparation of bearing surfaces, furnishing and installing rock dowels including washers and locking nuts, furnishing and placing all necessary gabion units including wire mesh baskets, lacing wire, Stones for Gabions, drainage geotextile, transporting, storing, handling, and all material, labor, equipment for preparing and placing gabions, for furnishing and placing fill concrete under the gabions and other incidentals necessary to complete the work and as specified in this Special Provision and Standard Specification 601.

Payment will be made under:

| Pay Item | | Pay Unit |
|---|---|---|
| 601.221 | Gabions, PVC Coated and Hand Filled | Cubic Yard |

# SPECIAL PROVISION
# SECTION 620
# GEOTEXTILES
(Drainage Geocomposite)

Description This work shall consist of furnishing and placing Drainage Geocomposite as specified herein, as shown on the Plans, and as directed by the Resident. Geocomposite Drainage shall consist of a formed polystyrene core covered on one side with a non-woven, needle-punched polypropylene filter fabric.

Material Drainage Geocomposite must be a composite system consisting of permeable geotextile and three-dimensional polymeric core providing equal flow in two perpendicular directions.

The Contractor shall furnish and install a Drainage Geocomposite as a hydrostatic water relief system. The Drainage Geocomposite shall be tied in to a water discharge system or weep holes.

Drainage Geocomposite work shall consist of furnishing all materials and labor required for placing and securing Drainage Geocomposite material, connection pipes, footing drains, weep holes, and horizontal drains, as shown on the Plans or as directed by the Resident.

Preinstallation Conference Prior to beginning installation of the prefabricated Drainage Geocomposite material, convene a meeting at the jobsite with a representative of the Drainage Geocomposite manufacturer and any other related subcontractors to clarify and coordinate installation procedure.

Quality Assurance Testing Drainage Geocomposite shall be backed by Letter of Certification from Manufacturer that the flow rate in the plane of the core meets or exceeds the specified flow specified herein and determined by ASTM D4716.

Contractor's Experience Requirements The Contractor performing this installation shall submit proof of at least three (3) projects successfully completed in the past three (3) years involving the installation of Drainage Geocomposite. A brief description of each project with the Owner's name and current phone number shall be included.

Submittals. The required submittals are as follows:

A. Submit three (3) projects where prefabricated Drainage Geocomposite system has been used.

B. Submit Letter of Certification that material meets or exceeds physical properties per the following table.

C. The design layout of the Drainage Geocomposite including type, spacing, overlap, collection drainage, and other information.

Product Specification The Drainage Geocomposite shall consist of Miradrain 6000XL, Amerdrain 500, or equal that meets or exceeds the following properties:

| TYPICAL PROPERTIES | Typical Value | Test Method |
|---|---|---|
| **Fabric Properties** | | |
| Material | Non-woven Polypropylene | |
| Grab tensile strength | 100 lbs | ASTM D4632 |
| Puncture strength | 65 lbs | ASTM D4833 |
| AOS | 70 sieve | ASTM D4751 |
| Flow Rate | 110 gal/min/ft^2 | ASTM D4491 |
| **Core properties** | | |
| Material | Polystyrene | |
| Compressive strength | 15,000 psf | ASTM D1621 (Mod.) |
| **Product properties** | | |
| Flow capacity per unit width[1] | 16 gpm/ft | ASTM D4716 |

[1] In Plane Flow Rate, Gradient = 1.0

All numeric values in the above table, except AOS, represent minimum average roll values in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values). Values for AOS represent maximum average roll values.

Placement Requirements The Drainage Geocomposite shall be installed by methods approved by the Manufacturer. The Drainage Geocomposite installer shall coordinate installation with the Manufacturer's representative.

The installer shall place the Drainage Geocomposite at the elevations and alignment shown on the Plans, as noted and as directed by the Resident. The Drainage Geocomposite shall be installed with the fabric side toward the soil.

When installing the Drainage Geocomposite:

- Start at the low point of the wall and attach the panel to the wall.
- Adjacent panels may be:
  (1) Joined together with the lateral edge of the next/upper panel placed over the flanged edge of the lower panel;
  (2) Overlap the dimples of the preceding panel onto the dimples of the previous panel by 2 inches.

The Drainage Geocomposite from the adjacent panels shall overlap the preceding panel. The overlap fabric can be adhered with the Manufacturers approved tape or duct tape. The Drainage Geocomposite shall be attached to non-waterproofed walls with contact adhesive, tape or concrete nails. The Drainage Geocomposite shall be permanently secured prior to completion of

backfilling. Backfilling shall be placed within seven days of Drainage Geocomposite installation. Backfill to at least 6 inches above the top edge of the Drainage Geocomposite.

The top or terminal edge of the Drainage Geocomposite shall be covered by applying a piece of filter geotextile, meeting the requirements of Standard Specifications Section 722.03, Erosion Control Geotextile, over the edge sufficient in width to prevent soil or other foreign construction materials from intruding into or behind the Drainage Geocomposite panels. The filter geotextile shall be placed to match finished grade.

If necessary, the Drainage Geocomposite and filter geotextile shall be positioned by hand to minimize wrinkles.

Unanticipated subsurface drainage features exposed in the excavation shall be drained independently of the Drainage Geocomposite.

Backfill Requirements Structural backfill meeting the requirements of Standard Specifications Subsection 703.19, Granular Borrow Material for Underwater Backfill, shall be placed immediately against the Drainage Geocomposite. Care shall be taken during the backfill operation not to damage the geotextile surface of the drain. The backfill shall be placed and compacted in accordance with the Plans and as specified herein. Care shall also be taken to avoid excessive settlement of the backfill material. The Drainage Geocomposite, once installed, shall not be exposed for more than seven days prior to backfilling.

Storage Requirements The Contractor shall check the Drainage Geocomposite upon delivery to ensure that the proper material has been delivered. The Contractor shall be responsible for the storage of the Drainage Geocomposite material at the site.

Drainage Geocomposite shall be provided in rolls wrapped with a protective covering and stored in a manner, which protects the material from temperatures greater than 140° F, mud, dirt, dust, and debris. Protective wrapping shall not be removed until immediately before the Drainage Geocomposite is installed.

Drainage Geocomposite material shall be delivered and stored in original packages bearing the Manufacturer's name. The fabric shall not be exposed to direct sunlight for more than seven days during its storage and installation. The Drainage Geocomposite material shall be stored in a clean, dry environment out of the pathway of construction equipment. Each roll of Drainage Geocomposite material shall be labeled to identify the production run.

Repair Requirements Prior to the placement of the Drainage Geocomposite each roll shall be inspected for damage resulting from construction.

Any ripped, torn, or damaged areas of the Drainage Geocomposite material shall be removed and patched by placing a patch large enough to cover the damaged area and provide a sufficient overlap on all sides to fasten. The patch shall be secured to the original Drainage Geocomposite

material using the Manufacturers approved methods. If the hole width or tear width across the panel is more than 50% of the width of the material, the damaged area shall be cut out and the two portions of the Drainage Geocomposite material shall be joined in accordance with the placement requirement.

If the damage occurs to the Drainage Geocomposite material during shipping, handling, or installation, the damaged areas shall be cut out and a repair section of Drainage Geocomposite shall be installed at the Contractor's expense.

Method of Measurement Drainage Geocomposite installation shall be measured by the square yard in place and accepted. Measurements will not be made for overlaps, patches, and repairs.

Basis of Payment The accepted quantity of Drainage Geocomposite installed shall be paid for at the contract unit price per square yard, which shall be full compensation for off-loading, inspection, storage, materials, equipment, and any incidentals necessary to complete the installation.

The cost and placement of the drainage collection pipe will be incidental to the installation of the Drainage Geocomposite.

Payment will be made under:

| Pay Item | Pay Unit |
|---|---|
| 620.661 Drainage Geocomposite | Square Yard |

# SPECIAL PROVISION
# SECTION 652
# MAINTENANCE OF TRAFFIC
(Construction Requirements – General)

The following is added to Standard Specifications Subsection 652.3.4, General:

The Contractor may maintain one lane of alternating one-way traffic from Monday, August 1, 2016 to the Contract Completion Date. The minimum lane width shall be 12 feet. Alternating one-way traffic shall be maintained with flaggers only. Alternating one-way traffic will only be allowed during Daylight Work Times in accordance with Standard Specifications Subsection 652.6.1, Daylight Work Times. Alternating one-way traffic shall be maintained on the existing pavement, new base pavement or new surface pavement only.

# SPECIAL PROVISION
# SECTION 652
# MAINTENANCE OF TRAFFIC
(Waterway Traffic)

The following is added to the corresponding number Subsections of Standard Specifications Section 652, Maintenance of Traffic:

652.1 Description This work shall also consist of furnishing, installing, maintaining and removing traffic control devices necessary to provide reasonable protection for waterway traffic.

652.3.3 Submittal of Traffic Control Plan

c. Waterway traffic shall be included in the written narrative and/or plan explaining how traffic will be moved through the Project Limits.

d. Passage of waterway traffic shall be maintained through the bridge site, except at times as noted in Special Provision Section 107, Time, Supplemental Liquidated Damages – Waterway Traffic. When the bridge is closed to waterway traffic, a waterway barrier shall be installed both upstream and downstream of the bridge. The barrier shall consist of a series of orange and white colored floats. The design and layout of the waterway barrier shall be included in the Traffic Control Plan.

When the bridge is open to waterway traffic, navigation channel markers shall be installed upstream and downstream to designate a minimum 12 feet wide navigation channel and as directed by the Resident.

f. Prior to closing the bridge to passage by waterway traffic, the Contractor shall notify public officials, agencies and the public of the date of bridge closure to waterway traffic and the anticipated length of closure as follows:

A Public Notice shall be published in a local newspaper 14 Calendar Days prior to and then again the day before the bridge closure to waterway traffic. The Contractor shall post copies of notices at local boat launches/ramps 14 Calendar Days prior to the bridge closure to waterway traffic.

The Contractor shall notify the following public officials, agencies and organizations 10 Calendar Days prior to, and then again the day before, the date of closure to waterway traffic. When the bridge is reopened to waterway traffic, the following list will again be notified.

Town Officials (Selectman, town administrator and town clerk)
County Sheriff's Department
Fire Department

Police Department
State Police
Rescue Service
Harbor Master
Local marina owners
Local yacht clubs
Local boatyards
MaineDOT Regional Office

All newspaper notices and any notifications will include the anticipated length of closure to waterway traffic and will be subject to the approval of the Resident.

652.3.4 General All floating waterway traffic control devices shall be secured in place to prevent displacement.

652.8 Basis of Payment Sign support flotation devices for waterway construction signs are included under Item No. 652.35, Construction Signs. No separate payment will be made.

Navigation channel markers will be paid for under Item No. 652.35. Construction Signs.

Payment for all notices and notifications specified herein, and any adjustments to waterway construction signs and waterway traffic control devices required for any reason is included under Item No. 652.361, Maintenance of Traffic Control Devices. No separate payment will be made.

Payment for waterway barrier will be considered incidental to related Contract items. No separate payment will be made.

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

REPLY TO
ATTENTION OF

## MAINE GENERAL PERMIT (GP)
## AUTHORIZATION LETTER AND SCREENING SUMMARY

ENVIRONMENTAL OFFICE
MAINE DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2016-00207
CORPS GP ID# 16-047
STATE ID# exempt

DESCRIPTION OF WORK:
place riprap fill in 5,260 SF(0.12 acres) of wetland/waterway in conjunction with replacing an deteriorated 20' cast in place concrete bridge with a 80' span supported by pre-cast integral abutments with straight wings on piles driven to bedrock on Routes 11 & 114 in Naples, Maine. This work is shown on the attached plans entitled "Maine DOT WIN 20466.00, Naples Bridge replacement" in 3 sheets.

LAT/LONG COORDINATES : 43.92667 N -70.6146 W USGS QUAD: Naples, ME

### I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine 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 38 of the GP (page 16) 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 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

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 exempt

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

### III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 2/4/16 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://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Rodney A. Howe
RODNEY A. HOWE
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

For FRANK J. DEL GIUDICE 17 MAR 2016
FRANK J. DEL GIUDICE DATE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

US Army Corps
of Engineers ®
New England District

**PLEASE NOTE THE FOLLOWING CONDITIONS FOR**
**DEPARTMENT OF THE ARMY**
**GENERAL PERMIT**
**NO. NAE-2016-00207**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).

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

3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

4. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

5. All areas of temporary fill shall be restored to their original contour and character upon completion of the project.

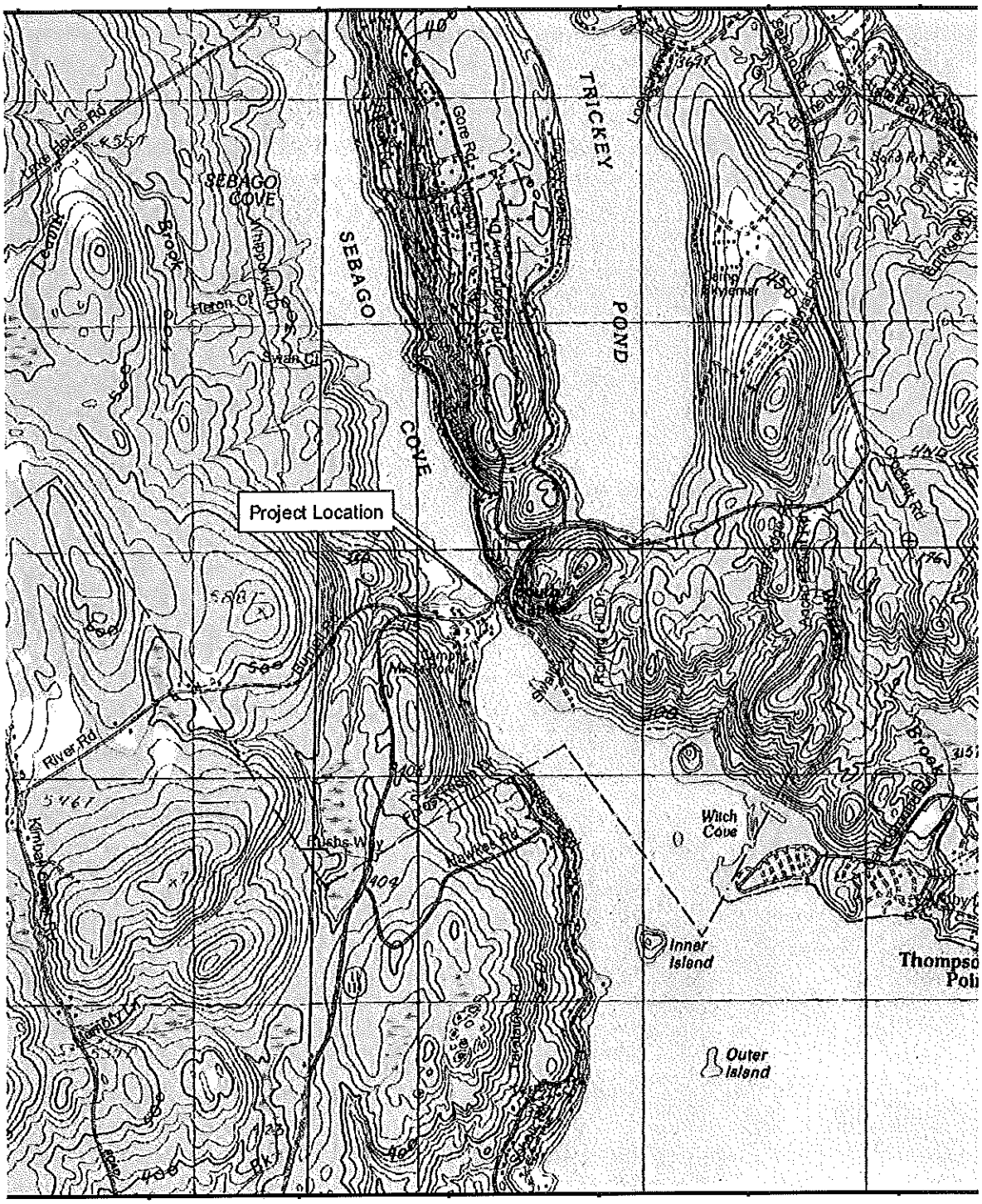
6. Instream work shall be conducted between July 15 through October 15 to minimize potential impacts to fisheries and local water quality.

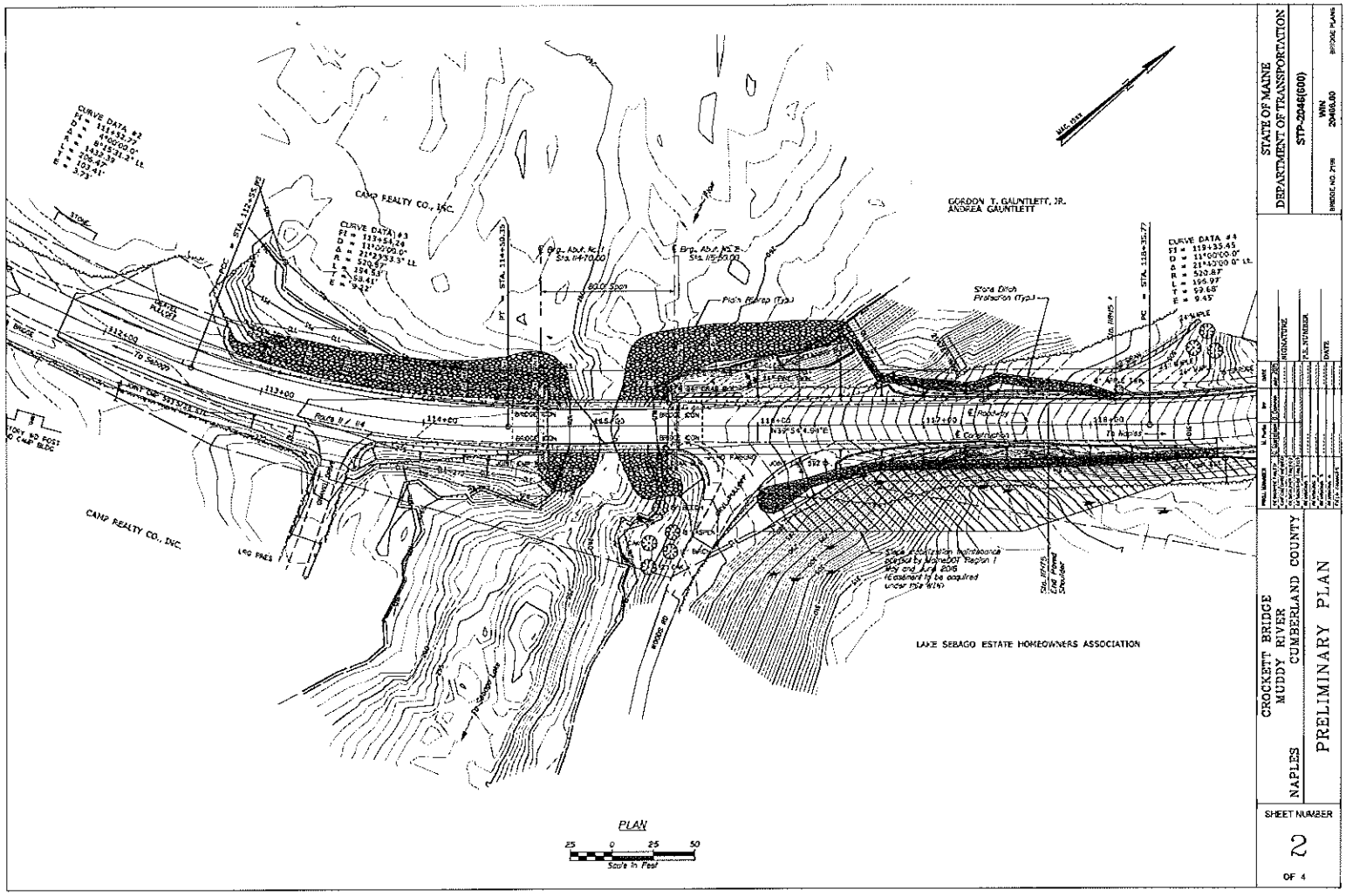
# United States Army Corp of Engineers

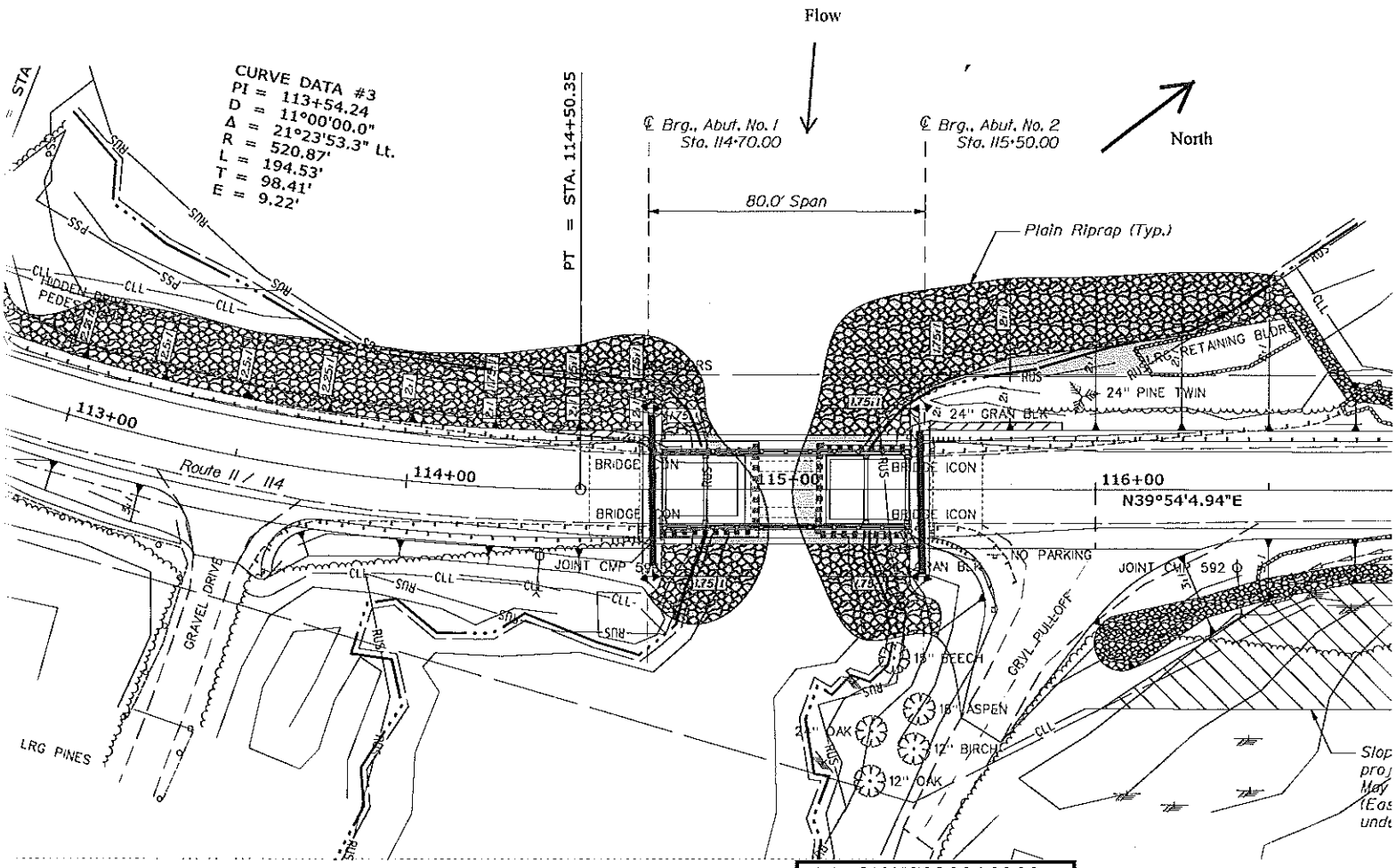
## Application for Category II Permit

**MaineDOT Project:** Naples, Crockett Bridge (#2199) Replacement

MaineDOT WIN 20466.00




STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
STP-2046(600)
WIN 20469.00
BRIDGE PLANS
CROCKETT BRIDGE
MUDDY RIVER
NAPLES
CUMBERLAND COUNTY
PRELIMINARY PLAN
SHEET NUMBER
2
OF 4
CAMP REALTY CO., INC.
GORDON T. GAUNTLETT, JR.
ANDREA GAUNTLETT
LAKE SEBAGO ESTATE HOMEOWNERS ASSOCIATION
PLAN
Scale In Feet




Existing Abutments

Proposed Abutments

Permanent RUS IMPACT: 5,260 SF

MDOT WIN 20466.00
Naples- Bridge #2199
Bridge Replacement
Plans 2/2/16

US Army Corps of Engineers®
New England District

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

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

Corps of Engineers Permit No. NAE-2016-00207was issued to Maine Department of Transportation. This work is located in Muddy River at Route 11/116 in Naples, Maine. (STATE). The permit authorized the permittee to place riprap fill in conjunction with a bridge replacement. Maine DOT WIN 20466.00
The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

**PLEASE PRINT OR TYPE**

**Name of Person/Firm:** _____

**Business Address:** _____

_____

_____

_____

**Telephone Numbers:** (____) _____ (____) _____

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

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

**Printed Name:** _____ **Title:** _____

**********

**FOR USE BY THE CORPS OF ENGINEERS**

**PM:** _____ **Submittals Required:** _____

**Inspection Recommendation:** _____

_____

_____

US Army Corps of Engineers®
New England District

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

# COMPLIANCE CERTIFICATION FORM

**USACE Project Number**: NAE-2016-00207

**Name of Permittee**: Maine Department of Transportation

MaineDOT WIN 20466.00

**Permit Issuance Date**: 3/17/16

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

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

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

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

_____ _____
Signature of Permittee Date

_____ _____
Printed Name Date of Work Completion

Telephone Number (_____) _____

# DEPARTMENT OF THE ARMY GENERAL PERMIT FOR THE STATE OF MAINE

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues a General Permit (GP) for activities subject to Corps jurisdiction in waters of the U.S. within the boundaries of the State of Maine. This GP is issued in accordance with Corps regulations at 33 CFR 320 - 332 [see 33 CFR 325.2(e)(2)]. This GP authorizes activity-specific categories of work that are similar in nature and cause no more than minimal individual and cumulative adverse environmental impacts. Refer to Page 2 for the list of activities and Appendix A for activity specific conditions of eligibility in inland and tidal waters.

## I. GENERAL CRITERIA

1. In order for activities to qualify for this GP, they must meet the GP's terms and eligibility criteria (Pages 1–4), General Conditions (GC) (Pages 5 – 20), and Appendix A - Definition of Categories.

2. Under this GP, projects may qualify for the following:
   - Category 1: Category 1 Self-Verification Notification Form is required (SVNF – see Appendix B).
   - Category 2: Application to and written approval from the Corps is required (Pre-Construction Notification (PCN)). No work may proceed until written approval from the Corps is received.

If your project is ineligible for Category 1, it may qualify for Category 2 or an Individual Permit and you must submit an application (see Page 3). The thresholds for activities eligible for Categories 1 and 2 are defined in Appendix A. This GP does not affect the Corps Individual Permit review process or activities exempt from Corps regulation.

3. Prospective permittees need to read:
   a. Section II to determine if the activity requires Corps authorization.
   b. Sections III and IV to determine if the activity may be eligible for authorization under this GP, specifically whether it is eligible for Self-Verification (SV) or whether Pre-Construction Notification (PCN) is required.

4. Permittees must ensure compliance with all applicable General Conditions in Section IV. The Corps will consider unauthorized any activity requiring Corps authorization if that activity is under construction or completed and does not comply with all of the terms and conditions.

5. Project proponents are encouraged to contact the Corps with questions at any time. Pre-application meetings (see 33 CFR 325.1(b)), whether arranged by the Corps or requested by permit applicants, are encouraged to facilitate the review of projects. Pre-application meetings and/or site visits can help streamline the permit process by alerting the applicant to potentially time-consuming concerns that are likely to arise during the evaluation of their project (e.g., avoidance, minimization and compensatory mitigation requirements, historic properties, endangered species, essential fish habitat, and dredging contaminated sediments).

## II. CORPS JURISDICTION/ACTIVITIES COVERED

1. Permits are required from the Corps of Engineers for the following work:

a. The construction of any structure in, over or under any navigable water of the United States (U.S.)[1], the excavating or dredging from or depositing of material in such waters, or the accomplishment of any other work affecting the course, location, condition, or capacity of such waters. The Corps regulates these activities under Section 10 of the Rivers and Harbors Act of 1899. See 33 CFR 322;

b. The discharge of dredged or fill material and certain discharges associated with excavation into waters of the U.S. (e.g. sidecasting). The Corps regulates these activities under Section 404 of the Clean Water Act (CWA). See 33 CFR 323; and

c. The transportation of dredged material for the purpose of disposal in the ocean. The Corps regulates these activities under Section 103 of the Marine Protection, Research and Sanctuaries Act. See 33 CFR 324.

2. Related laws:
33 CFR 320.3 includes a list of related laws, including: Section 401 of the CWA, Section 402 of the CWA, Section 307(c) of the Coastal Zone Management (CZM) Act of 1972, The National Historic Preservation Act of 1966, the Endangered Species Act, the Fish and Wildlife Act of 1956, the Marine Mammal Protection Act of 1972, Magnuson-Stevens Act, and Section 7(a) of the Wild and Scenic Rivers Act.

3. An activity listed below may be authorized by this GP only if that activity and the permittee satisfy all of the GP's terms and conditions. Any activity not specifically listed below may still be eligible for the GP; applicants are advised to contact the Corps for a specific eligibility determination. Category 1 and Category 2 eligibility criteria for each activity in both Inland and Tidal waters can be found in Appendix A.

1. Repair, Replacement, Expansion, and Maintenance of Authorized Structures and Fills
2. Moorings
3. Structures, Floats and Lifts
4. Aids to Navigation, and Temporary Recreational Structures
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation
6. Discharges of Dredged or Fill Material Incidental to the Construction of Bridges
7. Bank and Shoreline Stabilization
8. Residential, Commercial, Industrial, and Institutional Developments, and Recreational Facilities
9. Utility Line Activities
10. Linear Transportation Projects
11. Mining Activities
12. Boat Ramps and Marine Railways
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects
14. Reshaping Existing Drainage Ditches and Mosquito Management
15. Oil Spill and Hazardous Material Cleanup
16. Cleanup of Hazardous and Toxic Waste
17. Scientific Measurement Devices
18. Survey Activities
19. Agricultural Activities
20. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices
21. Habitat Restoration, Establishment and Enhancement Activities
22. Previously Authorized Activities
23. Stream & Wetland Crossings
24. Aquaculture

Note: Multiple activities may be authorized in the same GP, e.g. a recreational pier (#3) with an associated mooring (#2) or a windpower facility (#13) with an associated transmission line (#9).

[1] Defined in Appendix F, Definitions and at 33 CFR 328.

## III. PROCEDURES

1. State Approvals. Applicants are responsible for applying for and obtaining any of the required state or local approvals. Federal and state jurisdictions may differ in some instances. State permits may be required for specific projects regardless of the general permit category.

In order for authorizations under this GP to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals must be obtained prior to the commencement of work in Corps jurisdiction.

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule (PBR) and general permit authorizations; Site Location of Development Act permit; Maine Waterway Development and Conservation Act permit; and Maine Hazardous Waste, Septage, and Solid Waste Management Act license.
- Maine Department of Conservation, Agriculture & Forestry: Land Use Planning Commission (LUPC) permit.
- Maine Department of Marine Resources: Aquaculture Leases.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Submerged Lands Lease.

**NOTE: This GP may also be used to authorize projects that are not regulated by the State of Maine (e.g., certain seasonal floats or moorings).**

2. How to Obtain/Apply for Authorization.

a. Category 1 (Self-Verification): Self-Verification Notification Form (SVNF) required. The SVNF is required for all SV eligible work in Maine unless otherwise stated in Appendix A. Activities that are eligible for SV are authorized under this GP and may commence without written verification from the Corps provided the prospective permittee has:

i. Confirmed that the activity will meet the terms and conditions of Category 1. Consultation with the Corps and/or other relevant federal and state agencies may be necessary to ensure compliance with the applicable general conditions (GCs) and related federal laws such as the National Historic Preservation Act (see GC 6), the Endangered Species Act (GC 8) and the Wild and Scenic Rivers Act (GC 9). Prospective permittees are encouraged to contact the Corps with SV eligibility questions. Activities not meeting the SV criteria must submit a PCN to the Corps.

ii. Submitted the SVNF (see GC 27 and Appendix B) to the Corps. **NOTE: A copy of a state permit application form may be an acceptable surrogate for the SVNF. Whichever form chosen needs to include a location map, plans, and an Official Species List for federally listed threatened or endangered species (Reference Appendix D).**

b. Category 2 (Pre-Construction Notification (PCN)): Application to and written verification from the Corps is required before work can proceed. For activities that do not qualify for SV or where otherwise required by the terms of the GP, the permittee must submit a PCN and obtain a written permit before starting work in Corps jurisdiction.

i. The Corps will coordinate review of all activities requiring PCN with federal and state agencies and federally recognized tribes, as appropriate. To be eligible and subsequently authorized, an activity must result in no more than minimal individual and cumulative effects on the aquatic environment as determined by the Corps in accordance with the criteria listed within this GP. This may require project modifications involving avoidance, minimization, or compensatory mitigation for unavoidable impacts to ensure that the net adverse effects of a project are no more than minimal.

ii. The Corps will attempt to issue a written eligibility determination within the state's review period. Regardless, work eligible for Category 2 may not proceed before Corps written approval is received.

c. All applicants for Category 2 projects must:

i. Apply directly to the Corps using the state application form or the Corps application form (ENG Form 4345[2]), and apply directly to the state (DEP, LUPC, BPL or DMR) as applicable using the appropriate state form, if the work is regulated by the Corps and the state; or

ii. Apply directly to the Corps using the Corps application form (ENG Form 4345[2]) if the work is regulated by the Corps but not the state (DEP, LUPC, BPL or DMR).

iii. Provide application information (see "Information Typically Required" in Appendix C) to help ensure the application is complete and to speed project review.

iv. Obtain an Official Species List of federally threatened or endangered species in the project area (GC 8).

v. Submit a copy of their application materials to the Maine Historic Preservation Commission (MHPC) *and* all five Indian tribes listed at Appendix E, at the same time, or before, they apply to the Corps, to be reviewed for the presence of historic, archaeological or tribal resources in the permit area that the proposed work may affect. Submittals to the Corps shall include information to indicate that this has been done (a copy of the applicant's cover letter to MHPC and tribes or a copy of the MHPC and tribal response letters is acceptable).

d. Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, may still be eligible for authorization under this GP.

e. **Emergency Situations:** 33 CFR 325.2(e)4 states that an "emergency" is a situation which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures." Emergency work is subject to the same terms and conditions of this GP as non-emergency work, and similarly, must qualify for authorization under the GP; otherwise an IP is required. The Corps will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

3. Individual Permits. Projects that are not authorized by this GP require an Individual Permit (IP) (33 CFR 325.5) and proponents must submit an application directly to the Corps. This GP does not affect the Corps IP review process or activities exempt from Corps regulation. For general information and application form, see the Corps website or contact the Corps (see Appendix E). The Corps encourages applicants to apply concurrently for a Corps IP and applicable state permits.

The Corps retains discretionary authority on a case-by-case basis to elevate a GP eligible project to an IP based on concerns for the aquatic environment or for any other factor of the public interest [33 CFR 320.4(a)]. Whenever the Corps notifies an applicant that an IP is required, no work in Corps jurisdiction may be conducted until the Corps issues the required authorization in writing indicating that work may proceed.

4. Enforcement/Non-Compliance. Work performed without the required Corps of Engineers permits is subject to administrative, civil, and criminal penalties. The Corps will evaluate unauthorized activities for enforcement action under 33 CFR 326.

The Corps will consider unauthorized any activity requiring Corps authorization if that activity is under construction or completed and does not comply with all of the terms and conditions of a GP or an IP. The Corps may elect to suspend enforcement proceedings if the permittee modifies his project to comply with a GP.

After considering whether a violation was knowing or intentional, and other indications of the need for a penalty, the Corps can elect to terminate an enforcement proceeding with an after-the- fact authorization under a GP, if all terms and conditions of the GP have been satisfied, either before or after the activity has been accomplished.

[2] Located at www.nae.usace.army.mil/missions/regulatory under "Forms & Publications."

## IV. GENERAL CONDITIONS

To qualify for GP authorization, the prospective permittee must comply with the following general conditions, as applicable.

1. Other Permits
2. Federal Jurisdictional Boundaries
3. Minimal Direct, Secondary, and Cumulative Impacts
4. Mitigation (Avoidance, Minimization, and Compensatory Mitigation)
5. Single and Complete Projects
6. Historic Properties
7. Corps Projects and Property
8. Federal Threatened and Endangered Species
9. Wild and Scenic Rivers
10. Navigation
11. Federal Liability
12. Utility Line Installation and Removal
13. Heavy Equipment in Wetlands or Mudflats
14. Temporary Fill
15. Restoration of Special Aquatic Sites (including wetland areas).
16. Soil Erosion, Sediment and Turbidity Controls
17. Time of Year Windows/Restrictions.
18. Aquatic Life Movements & Management of Water Flows
19. Water Quality and Coastal Zone Management
20. Floodplains and Floodways
21. Storage of Seasonal Structures
22. Spawning, Breeding, and Migratory Areas
23. Vernal Pools
24. Invasive and Other Unacceptable Species
25. Programmatic Agreements
26. Permit On-Site
27. Self-Verification Notification Form (SVNF)
28. Inspections
29. Maintenance
30. Property Rights
31. Transfer of GP Verifications
32. Modification, Suspension, and Revocation
33. Special Conditions
34. False or Incomplete Information
35. Abandonment
36. Enforcement Cases
37. Duration of Authorization
38. Previously Authorized Activities
39. Discretionary Authority
40. St. John/St. Croix Rivers.
41. National Lands
42. Essential Fish Habitat (EFH)
43. Work Site Restoration
44. Bank Stabilization
45. Stream Work & Crossings and Wetland Crossings

1. **Other Permits.** Permittees must obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining all required state or local approvals. This includes, but is not limited to, the project proponent obtaining a Flood Hazard Development Permit issued by the town, if necessary. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See http://www.maine.gov/dacf/flood/

2. **Federal Jurisdictional Boundaries**

a. Applicability of this GP shall be evaluated with reference to federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 "Waters of the U.S." and 33 CFR 329 "Navigable Waters of the U.S."
NOTE: Waters of the U.S. include the subcategories "navigable waters of the U.S." and "wetlands."

b. For Category 1 projects, proponents are not required to delineate the waters of the U.S. that they plan to impact, but must approximate the square footage of impacts in order to determine the review category (1 or 2 or Individual Permit). For projects filling <15,000 square feet (SF) of waters of the U.S. that do not qualify for Category 1 (e.g., vernal pool, secondary or endangered species impacts, etc.) and therefore require an application to the Corps (PCN), and for those filling ≥15,000 SF, applicants shall delineate all waters of the U.S. that will be filled (direct impacts) in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplement (see Appendix C). In addition, applicants shall approximately identify all waters of the U.S. on the property and *known* waters adjacent to the property in order for the Corps to evaluate secondary impacts. The waters of the U.S. shall be clearly shown on the project plans submitted with the application. This includes all waters of the U.S. in areas under DEP or LUPC jurisdiction regardless of whether they're shown on LUPC zoning maps.

c. On a case-by-case basis, the Corps may modify/refine the above delineation and identification requirements for waters of the U.S. See www.nae.usace.army.mil/missions/regulatory >> Jurisdictional Limits and Wetlands for more information on delineating jurisdictional areas.

3. **Minimal Direct, Secondary, and Cumulative Effects**[3]

a. Projects authorized by this GP shall have no more than minimal direct, secondary and cumulative adverse environmental impacts. Category 2 applicants should provide information on secondary and cumulative impacts as stated in Appendix C. Compensatory mitigation may be required to offset unavoidable impacts (see GC 4) and to ensure that they are no more than minimal. Compensatory mitigation requirements will be determined on a case-by-case basis.

b. Secondary impacts to waterway and/or wetland areas, (e.g., areas drained, flooded, cleared, excavated or fragmented) shall be added to the total fill area when determining whether the project qualifies for Category 1 or 2. Direct, secondary and cumulative impacts are defined at Appendix A, Endnote 2 and Appendix F.

c. Site clearing, grading and construction activities in the upland habitat surrounding vernal pools ("Vernal Pool Management Areas") are secondary impacts. See GC 23 for avoidance and minimization requirements and recommendations.

d. Bank stabilization activities in tidal waters are provided at Appendix A, Page 30. Direct impacts in tidal waters from contiguous bank stabilization projects in excess of 200 linear feet (Applicant or Applicant + Abutters combined) must undergo Category 2 review.

4. **Mitigation (Avoidance, Minimization, and Compensatory Mitigation)**

a. Discharges of dredged or fill material into waters of the U.S., including wetlands, shall be avoided and minimized to the maximum extent practicable through consideration of alternatives. The Corps may require compensatory mitigation of unavoidable direct and secondary impacts associated with Category 2 projects on a case-by-case basis.

b. Applicants proposing work in jurisdictional waters should consider riparian/forested buffers for stormwater management and low impact development (LID) best management practices (BMPs) to reduce

[3] Direct, secondary and cumulative effects are defined at Appendix F, Definitions and Acronyms.

impervious cover and manage stormwater to minimize secondary impacts to aquatic resources to the maximum extent practicable.[4]

c. Compensatory mitigation[5] for effects to waters of the U.S., including direct, secondary and temporal[6], may be required for permanent impacts that exceed the SV area limits, and may be required for temporary impacts that exceed the SV area limits, to offset unavoidable impacts which remain after all appropriate and practicable avoidance and minimization has been achieved and to ensure that the adverse effects to the aquatic environment are no more than minimal. Proactive restoration projects or temporary impact work with no lasting secondary effects may generally be excluded from this requirement. Refer to Appendix G.

**5. Single and Complete Projects[7]**

a. This GP shall not be used to piecemeal work and shall be applied to single and complete projects. When determining the review category in Appendix A (Category 1 or 2) for a single and complete project, proponents must include any permanent historic fill placed since October 1995 that is associated with that project and all currently proposed temporary and permanent impact areas.

b. A single and complete project must have independent utility[7].

c. Unless the Corps determines the activity has independent utility:

i. This GP shall not be used for any activity that is part of an overall project for which an Individual Permit is required.

ii. All components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project.

d. For linear projects, such as power lines or pipelines with multiple crossings, the single and complete project is all crossings of a single water of the U.S. (i.e., single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies and crossings of such features cannot be considered separately. If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2.

**6. Historic Properties**

a. No undertaking shall cause effects (defined at 33 CFR 325 Appendix C and 36 CFR 800) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places[8], including previously unknown historic properties within the permit area, unless the Corps or another Federal action agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act (NHPA). The State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO) and the National Register of Historic Places can assist with locating information on: i) previously identified historic properties; and ii) areas with potential for the presence of historic resources, which may require identification and evaluation by qualified historic preservation and/or archaeological consultants in consultation with the Corps and the SHPO and/or THPO(s).

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[4] See: www.nae.usace.army.mil/missions/regulatory >> State General Permit >> Permit Resources >> Mitigation for this additional information: a) "Wetland BMP Manual - Techniques for Avoidance & Minimization," b) riparian/forested buffer BMPs, and c) LID BMPs. LID BMPs include, but are not limited to: replacing curbs and gutters with swales; using an open space design for subdivisions; using permeable, pervious or porous pavements; constructing bio-retention systems; and/or, adding a green roof or rain garden.

[5] Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR 332. See also the New England District Compensatory Mitigation Guidance at www.nae.usace.army.mil/regulatory >> Mitigation.

[6] Temporal loss: The time lag between the loss of aquatic resource functions caused by the permitted impacts and the replacement of aquatic resource functions at the compensatory mitigation site(s) (33 CFR 332.2).

[7] Single and Complete Project and Independent Utility are defined in Appendix F - Definitions.

[8] The majority of historic properties are not listed on the National Register of Historic Places and may require identification and evaluation by qualified historic preservation and/or archaeological consultants in consultation with the Corps and the SHPO and/or THPO(s).

b. For activities eligible for SV, proponents must ensure and document that the activity will not cause effects as stated in 6(a). Proponents must submit a PCN if the authorized activity may cause effects as stated in 6(a) as soon as possible to ensure that the Corps is aware of any potential effects of the permitted activity on any historic property to ensure all Section 106 requirements are met.

c. All PCNs shall: i) show notification to the SHPO and applicable THPO(s)[9] for their identification of historic properties, ii) state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties, and iii) include any available documentation from the SHPO or THPO(s) indicating that there are or are not historic properties affected. Starting consultation early in project planning can save proponents time and money.

d. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

**7. Corps Projects and Property**

a. In addition to any authorization under this GP, proponents must contact the Corps Real Estate Division at (978) 318-8585 for work occurring on or potentially affecting Corps properties and/or Corps-controlled easements to initiate reviews and determine what real estate instruments are necessary to perform work. Permittees may not commence work on Corps properties and/or Corps-controlled easements until they have received any required Corps real estate documents evidencing site-specific permission to work.

b. Any proposed temporary or permanent alteration, or modification or use, including occupation, of a federal project (including but not limited to a levee, dike, floodwall, channel, anchorage, breakwater, seawall, bulkhead, jetty, wharf, pier or other work built but not necessarily owned by the United States), which would obstruct or impair the usefulness of the federal project in any manner, and/or would involve changes to the authorized federal project's scope, purpose, and/or functioning that go beyond minor modifications required for normal operations and maintenance, is not eligible for SV and requires review and approval by the Corps pursuant to 33 USC 408. Where Section 408 is applicable, a decision on a Department of the Army general permit application will not be rendered prior to the decision on a Section 408 request.

c. Any structure or work within any Corps Federal Navigation Project (FNP) or its buffer zone[10], shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys. See GC 10 for more requirements related to FNPs.

**8. Federal Threatened and Endangered Species**

a. No activity is authorized which: i) is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species; ii) "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed; or iii) violates the ESA.

b. **All applicants must request an Official Species List from the US Fish & Wildlife Service and must include the list in the Corps permit application. To request an Official Species List, refer to the instructions in Appendix D.**

**c. For federally listed species in tidal waters, applicants should contact the National Marine Fisheries Service at:** http://www.greateratlantic.fisheries.noaa.gov/protected/section7/

[9] Appendix E, 3(a)&(b). Historic Resources, provides contact information and each tribe's "area of concern."
[10] See Appendix H for a list of FNPs. The buffer zone is equal to three times the authorized depth of the FNP.

d. A PCN is required if a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all hereinafter referred to as "listed species or habitat"), as identified under the ESA, is present in the action area[11].

e. Federal agencies should follow their own procedures for complying with the requirements of the ESA but should coordinate that consultation with the Corps as well.

**9. Wild and Scenic Rivers.**[12] Any activity that occurs in the designated main stem of, within 0.25 mile up or downstream of the designated main stem of, or in tributaries within .25 miles of the designated main stem of a National Wild and Scenic River, or in "bordering and contiguous wetlands" (see Appendix A, Endnote 1) that are adjacent to the designated main stem of a National Wild and Scenic River, or that has the potential to alter flows within a river within the National Wild and Scenic River System, is not eligible for Category 1 regardless of size of the impacts. This condition applies to both designated Wild and Scenic Rivers and rivers officially designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. National Wild and Scenic Rivers System segments for Maine as of October 2015 include: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 miles); and 11.25 miles of the York River, in the State of Maine, from its headwaters at York Pond to the mouth of the river at York Harbor, plus its tributaries (currently under study).

**10. Navigation**

a. Any structure or work that extends closer to the horizontal limits of any Corps Federal Navigation Project (see Appendix H) than a distance of three times the project's authorized depth shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys. This is applicable to Category 1 and 2. Reference Appendix A, Page 28 (Moorings) and Page 29 (Structures, Floats & Lifts).

b. There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein, and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

c. The permittee understands and agrees that if future U.S. operations require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

d. A PCN is required for all work in, over or under an FNP or its buffer zone unless otherwise indicated in Appendix A. (Reference Appendix A, Endnote 13, Page 36)

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

**12. Utility Line Installation and Removal**

a. Subsurface utility lines shall remain subsurface. If it is necessary to discharge dredged or filled material not previously authorized in order to keep such utility lines buried or restore them to their original subsurface condition, a PCN and written verification from the Corps may be required (e.g., in the case of side

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[11] The "Endangered Species Consultation Handbook – Procedures for Conducting Consultation and Conference Activities Under Section 7 of the ESA," defines action area as "all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action. [50 CFR 402.02]."
[12] Additional information can be found at: http://www.rivers.gov.

casting into wetlands from utility trenches). Certain repair, replacement or maintenance activities may be eligible for Category 1 – refer to Appendix A.

b. Subsurface utility lines must be installed at a sufficient depth to avoid damage from anchors, dredging, etc., and to prevent exposure from erosion and stream adjustment. In accordance with Corps New England District Regulation NEDER 1110-1-9 (www.nae.usace.army.mil/missions/regulatory >> Useful Links and Documents), as an absolute minimum, the bottom cover associated with the initial installation of utility lines under navigable waters and navigation channels shall be 48 inches in soil or 24 inches in rock excavation in competent rock unless specified in a written determination. These minimum bottom cover requirements for pipelines and cables shall be measured from the maximum depth of dredging to the top of the utility. The maximum depth of dredging, in waterways having existing FNPs, is generally considered to be the authorized project depth plus any allowance for advanced maintenance and the allowable overdepth for dredging tolerances. In waterways that do not have existing FNPs, this depth should be taken as two feet below the existing bottom or maximum depth of proposed dredging, as applicable.

c. Aerial utility lines that cross navigable waters must meet minimum clearances. See 33CFR322.5(i).

d. For horizontal directional drilling work, returns of drilling fluids to the surface (i.e., frac-outs) are not authorized and require restoration to the maximum extent practicable in accordance with the terms and conditions of this GP. The permittee and its contractor shall have onsite and shall implement the procedures detailed in a frac-out contingency plan for monitoring drilling operations and for the immediate containment, control and recovery/removal of drilling fluids released into the environment should a discharge of material occur during drilling operations.

e. Within the context of any new installations, any abandoned or inactive utility lines should be removed and faulty lines (e.g., leaking hazardous substances, petroleum products, etc.) should be removed or repaired to the extent practicable. A PCN and written verification from the Corps is required if they are to remain in place, e.g., to protect sensitive areas or ensure safety.

f. No work shall drain a water of the U.S. by providing a conduit for water on or below the surface. Trench plugs installed along pipelines may be effective.

**13. Heavy Equipment in Wetlands or Mudflats.** Operating heavy equipment other than fixed equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and such equipment shall not be stored, maintained or repaired in wetlands, to the maximum extent practicable. Where construction requires heavy equipment operation in wetlands, the equipment shall either have low ground pressure (typically <3 psi), or it shall be placed on swamp/construction/timber mats (herein referred to as "construction mats" and defined at Appendix A, Endnote 4) that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. Construction mats are to be placed in the wetland from the upland or from equipment positioned on swamp mats if working within a wetland. Dragging construction mats into position is prohibited. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization (Category 2 authorization or Individual Permit). Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen, dry or other conditions. An adequate supply of spill containment equipment shall be maintained on site. Construction mats should be managed in accordance with the Construction Mat BMPs at www.nae.usace.army.mil/missions/regulatory >> State General Permits >> Permit Resources.

**14. Temporary Fill.** Temporary fill that qualifies for Category 1 (e.g., <15,000 SF of combined temporary and permanent fill associated with the single and complete project) or is authorized in writing under Category 2, shall adhere to the following:

a. All temporary fill and disturbed soils shall be stabilized to prevent its eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable, typically within three calendar days after disturbance. Accelerated stabilization (the providing of temporary or permanent cover by the end of the work day to prevent erosion) shall be employed as necessary. Temporary fill must be placed in a manner that will prevent it from being eroded by expected high flows.

b. Unconfined temporary fill authorized for discharge into waters of the U.S. (e.g., temporary stream crossings) shall consist of material that minimizes impacts to water quality (e.g. washed stone, stone, etc.).

c. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Place materials in a location and manner that does not adversely impact surface or subsurface water flow into or out of the wetland. Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric or other appropriate material laid on the pre-construction wetland grade where practicable to minimize impacts and to facilitate restoration to the original grade. Construction mats are excluded from this requirement.

d. Temporary fill, construction mats and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized work. Temporary fill shall be placed in its original location or disposed of at an upland site and suitably contained to prevent its subsequent erosion into waters of the U.S. To qualify for Category 1, temporary fill placed during the: i.) growing season must be removed before the beginning of the next growing season; and ii.) non-growing season may remain throughout the following growing season, but must be removed before the beginning of the next growing season.

e. Temporary fill, construction mats and corduroy roads are considered temporary only if they are removed as soon as they are no longer needed to construct the authorized work.

f. Construction debris and/or deteriorated materials shall not be located in waters of the U.S.

**15. Restoration of Special Aquatic Sites (Including Wetland Areas)**

a. Temporary fills must be removed in their entirety and the affected areas restored to their pre-construction condition, function and elevation. Restoration shall typically commence no later than the completion of construction.

b. For excavated areas, "restored to pre-construction condition, function and elevation" means careful removal of existing soil and vegetation, separate topsoil and subsoil stockpiling, soil protection, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized. Plan for natural settling that will occur (the initial post-restoration elevation of the backfilled areas should be above the desired final grade as topsoil may settle by 33% to 50%), minimize compaction, and ensure that topsoil is void of gravel and subsoil. A minimum of 4 inches of topsoil should be at the surface after the soil has settled. Wetland areas temporarily disturbed shall be stabilized (e.g., seeded or planted). Seed mixes and vegetation shall include only plant species native to New England and shall not include any species listed as "Invasive and Other Unacceptable Plant Species" in the "New England District Compensatory Mitigation Guidance" (see GC 24 and refer to Appendix G). This list may be updated periodically.

c. Limit compaction to the minimum needed to promote a successful seedbed; avoid a 'fluffy' seedbed, which is susceptible to erosion until the plants get established, and a compacted topsoil layer, which is counter-productive and will lead to greater erosion susceptibility down the road. Test soils for compaction. A soil probe, auger, or shovel should be able to retrieve samples of post-restoration profile. Equipment refusal shall be considered a failure of restoration, in which case the soil should be restored through deep-ripping and/or de-compaction, or other appropriate methods, and wetland hydrology must be maintained. See the BMPs at www.nae.usace.army.mil/missions/regulatory >> State General Permits >> Permit Resources >> Restoration.

d. In areas of authorized temporary disturbance, cut woody vegetation (trees, shrubs, etc.) shall be cut at or above ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.

e. Trenches shall be constructed or backfilled so that the trench does not drain waters of the U.S. (e.g., materials or methods that create a French drain effect).

**16. Soil Erosion, Sediment and Turbidity Controls**

a. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextile silt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion; of collecting sediment, suspended and floating materials; and of filtering fine sediment.

b. Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway or wetland.

c. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date .

**17. Time of Year Work Windows/Restrictions.** For activities where work is authorized in streams and tidal waters that causes turbidity or sediment re-suspension or other construction related disturbances, work must be conducted during the following TOY work windows (not during the TOY restrictions) unless otherwise authorized by the Corps under Category 2 review:

| | TOY Restriction (no work) | TOY Work Window (work allowed) |
|---|---|---|
| Non-tidal waters | Oct. 01 through Jul. 14 | Jul. 15 through Sep. 30 |
| Tidal waters | Apr. 10 through Nov. 07 | Nov. 08 through Apr. 09 |

Alternate windows authorized under Category 2 may include species specific windows recommended by the Maine Dept. of Marine Resources and/or Maine Dept. of Inland Fisheries & Wildlife.

**18. Aquatic Life Movements & Management of Water Flows**

a. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Unless otherwise stated, activities impounding water in a stream require a PCN to ensure impacts to aquatic life species are avoided and minimized. All permanent and temporary crossings of waterbodies (e.g., streams, wetlands) shall be:

i. Suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species; and

ii. Properly aligned and constructed to prevent bank erosion or streambed scour both adjacent to and inside the culvert. Permanent and temporary crossings of wetlands shall be suitably culverted, spanned or bridged in such a manner as to preserve hydraulic and ecological connectivity between the wetlands on either side of the road.

b. To avoid adverse impacts on aquatic organisms, the low flow channel/thalweg shall remain unobstructed during periods of low flow, except when it is necessary to perform the authorized work.

c. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

**19. Water Quality and Coastal Zone Management**

a. Applicants must satisfy any conditions imposed by the state and EPA, where applicable, in their CWA § 401 Water Quality Certifications (WQC) for this GP, or in any Individual § 401 WQC. See Appendix E for state-specific contact information and to determine if any action is required to obtain a 401 WQC. The Corps may require additional water quality management measures to ensure that the authorized activity does not cause or contribute to a violation of water quality standards. All projects authorized by this GP shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

b. Applicants must satisfy any additional conditions imposed by the state in their Coastal Zone Management (CZM) Act consistency concurrences for this GP, or in any Individual CZM consistency concurrences. The Corps may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

**20. Floodplains and Floodways**

a. Appropriate measures must be taken to minimize flooding to the maximum extent practicable.

b. Activities within 100-Year Floodplains must comply with applicable Federal Emergency Management Agency (FEMA)-approved state and/or local floodplain management permitting requirements. Proponents may need to coordinate with FEMA and apply for a formal change to the flood insurance study products or forward a set of project plans and relevant technical documentation in a digital format to the Risk

Analysis Branch Chief, Mitigation Division, FEMA, Region 1, 99 High Street, Boston, Massachusetts 02110. Applicants should provide a copy of any documentation to the Corps along with the PCN.

c. Proponents may have to obtain a Flood Hazard Development Permit issued by the town. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See http://www.maine.gov/dacf/flood/

**21. Storage of Seasonal Structures.** Seasonal or recreational structures such as pier sections, floats, aquaculture structures, etc. that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location landward of mean high water (MHW) or ordinary high water (OHW) and not in wetlands, tidal wetlands, their substrate or on mudflats. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is waterward of MHW or OHW. Seasonal storage of structures in navigable waters, e.g., in a protected cove on a mooring, requires Corps approval and local harbormaster approval.

**22. Spawning, Breeding, and Migratory Areas**

a. Jurisdictional activities and impacts such as excavations, discharges of dredged or fill material, and/or suspended sediment producing activities in jurisdictional waters that provide value as fish migratory areas, fish and shellfish spawning or nursery areas, or amphibian and migratory bird breeding areas, during spawning or breeding seasons shall be avoided and minimized to the maximum extent practicable.

b. Jurisdictional activities in waters of the United States that provide value as breeding areas for migratory birds must be avoided to the maximum extent practicable. The permittee is responsible for obtaining any "take" permits required under the USFWS's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the USFWS to determine if such "take" permits are required for a particular activity (See Appendix E).

**23. Vernal Pools**

a. Only vernal pools that meet the current definition of waters of the U.S. are regulated by the Corps.

b. Direct and indirect adverse effects to all vernal pools (VPs), including their envelopes and critical terrestrial habitats (VP Management Areas[13]), shall be avoided and minimized to the maximum extent practicable. Site clearing, grading, and construction activities associated with a regulated activity in the VP Management Area may cause these adverse effects to the VP.

c. The State of Maine has specific protections for vernal pools.[14]

d. When any regulated activities occur within 750 feet of a vernal pool, the following management practices must be followed for all work within any VP Management Area (750' of a VP's edge) *in order to qualify for Category 1*:

i. No disturbance within the VP Depression or VP Envelope (area within 100 feet of the VP Depression's edge)[15];

ii. Maintain a minimum of 75% of the Critical Terrestrial Habitat (area within 100-750 feet of the VP Depression's edge) as unfragmented forest with at least a partly-closed canopy of overstory trees to provide shade, deep litter and woody debris;

iii. Maintain or restore forest corridors connecting wetlands and significant vernal pools;

iv. Minimize forest floor disturbance; and

v. Maintain native understory vegetation and downed woody debris.

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[13] The Corps VP Management Area, which includes the VP and a 750' radius from the VP's edge, is defined at Appendix A, Endnote 5.

[14] Appendix G, 10(a)-(d) provides links to the state's Significant Wildlife Habitat regulations and references that provide impact minimization measures to reference when designing projects.

[15] The no disturbance requirement in the VP envelope [see (b)(i)(1)], and (b)(i)(2), do not apply to temporary impacts associated with construction mats in previously disturbed areas of existing utility project (e.g., transmission lines, gas pipelines) or linear transportation project (e.g., roads, highways, railways, trails, airport runways and taxiways) right-of-ways provided there is a Vegetation Management Plan that avoids, minimizes and mitigates impacts to aquatic resources.

vi. Cape Cod style-curbing or no curbing options shall be used on new roads to facilitate amphibian passage. (Reference Appendix G)

e. A PCN is required for any regulated activity within 750' of a vernal pool when all work within the VP Management Area does not comply with the Category 1 requirements in (d) above. Information on directional buffers in accordance with the VP Directional Buffer Guidance document may be provided in order to demonstrate minimal impact and avoid compensation requirements (Reference Appendix G). Conservation of the un-impacted area within the VP Management Area will often be required.

f. GC 2 requires applicants to delineate or approximately identify on the project plans all waters of the U.S., which contain vernal pools.

g. GC 23(b-d) do not apply to projects that are within a municipality and meet the provisions of a Corps-approved VP Special Area Management Plan (VP SAMP) and are otherwise eligible for self-verification.

**24. Invasive and Other Unacceptable Species**[16]

a. The introduction or spread of invasive or other unacceptable plant or animal species on the project site or areas adjacent to the project site caused by the site work shall be avoided to the maximum extent practicable. For example, construction mats and equipment shall be thoroughly cleaned and free of vegetation and soil before and after use. The introduction or spread of invasive plant or animal species on the project site caused by the site work shall be controlled.

b. No cultivars, invasive or other unacceptable plant species may be used for any mitigation, bioengineering, vegetative bank stabilization or any other work authorized by this GP. However, non-native species and cultivars may be used when it is appropriate and specified in a written verification, such as using *Secale cereale* (Annual Rye) to quickly stabilize a site. All PCNs should explain the reason for using non-native species or cultivars.

**25. Programmatic Consultations or Agreements.** The Corps requirements to comply with Section 106 of the NHPA, Section 7 of the Endangered Species Act or Essential Fish Habitat conservation under the Magnuson-Stevens Act may be satisfied by a Programmatic Agreement with the Corps, New England District or another federal action agency. Any Corps, New England District Programmatic Agreements will be available on our website.

**26. Permit On Site.** The permittee shall ensure that a copy of this GP and any accompanying authorization letter with attached plans are at the site of the work authorized by this GP whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and subcontracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this GP. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means this entire GP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or subcontract. Although the permittee may assign various aspects of the work to different contractors or subcontractors, all contractors and subcontractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire GP authorization, and no contract or subcontract shall require or allow unauthorized work in areas of Corps jurisdiction.

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[16] For the purposes of this GP, plant species that are considered invasive and unacceptable are provided in Appendix G "Invasive and other Unacceptable Plant Species" of our document "Compensatory Mitigation Guidance" at www.nae.usace.army.mil/missions/regulatory >> Mitigation. Chapter 4(e) Planting is also particularly relevant. The June 2009 "Corps of Engineers Invasive Species Policy" provides policy, goals and objectives and is located at www.nae.usace.army.mil/missions/regulatory >> Invasive Species. Additional information can be found at: www.eddmaps.org/ipane.

**27. Self-Verification Notification Form (SVNF).** Permitees must complete and submit the SVNF provided at Appendix B to the Corps for work authorized by this GP unless otherwise noted in Appendix A. **NOTE: A copy of a state permit application form may be an acceptable surrogate for the SVNF provided either form used also include plans and an Official Species List of federally listed threatened or endangered species.**

**28. Inspections.** The permittee shall allow the Corps to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this GP and any written verification. The Corps may also require post-construction engineering drawings for completed work, post-dredging survey drawings for any dredging work, or other post-construction reports. To facilitate these inspections, the permittee shall complete and return to the Corps the following forms:

- For Category 1/Self-Verification: The SVNF (see Appendix B).
- For Category 2/PCN: The a) Work-Start Notification Form and b) Compliance Certification Form, when either is provided with the authorization letter.

**29. Maintenance**

a. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable general conditions and activity-specific conditions to a written verification.

b. The requirement in (a) above does not include maintenance of dredging projects. Each maintenance dredging event exceeding the self-verification limits requires a new PCN unless an unexpired, written PCN or other Corps authorization specifies that the permittee may "dredge and maintain" an area for a particular time period. Self-verification or PCN maintenance dredging includes only those areas and depths previously authorized and actually dredged. Maintenance dredging with ocean or open water disposal will always require a PCN and at least Category 2 review.

c. Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2). Refer to Appendix A, Endnote 7.

**30. Property Rights.** This GP does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations.

**31. Transfer of GP Verifications.** When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the entity or individual who received the GP authorizations, as well as the new owner(s) of the property. If the permittee sells the property associated with a GP verification, the permittee may transfer the GP verification to the new owner by submitting a letter to the Corps (see Appendix E for address) to validate the transfer. A copy of the GP verification must be attached to the letter, and *the letter must contain the new owner's contact information and the following statement and signature:*

"When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this GP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

**32. Modification, Suspension, and Revocation.** Any work authorized under this GP by self-verification or PCN may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7. Any such action shall not be the basis for any claim for damages against the U.S.

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

**34. False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this GP and subsequently discovers that it has relied on false, incomplete or inaccurate information provided by the permittee, the Corps may determine that the GP authorization is not valid; modify, suspend or revoke the authorization; and the U.S. Government may institute legal proceedings.

**35. Abandonment.** If the permittee decides to abandon the activity authorized under this GP, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of the Corps.

**36. Enforcement cases.** This GP does not apply to any existing or proposed activity in Corps jurisdiction associated with an ongoing Corps or EPA enforcement action, until such time as the enforcement action is resolved or the Corps or EPA, as appropriate, determines that the activity may proceed independently without compromising the enforcement action.

**37. Duration of Authorization.** This GP expires on October 12, 2020. Activities authorized under this GP that have commenced (i.e., are under construction) or are under contract to commence before this GP expires will have until October 12, 2021 to complete the activity under the terms and conditions of the current GP.

**38. Previously Authorized Activities.**

a. Projects that have received authorization (Category 1 or 2) from the Corps and that were completed under the previous PGPs, nationwide permits, regional general permits or letters of permission, shall remain authorized.

b. Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by this GP.

c. Any work not commenced nor completed that was authorized in a written letter from the Corps under the GP in effect between October 12, 2010 and October 12, 2015 remains authorized subject to the terms and general conditions of this GP along with any special conditions in the authorizing written letter. Exception – if previously authorized work is not commenced and a new federally listed threatened or endangered species could be affected, the Corps must consult with the Service(s) prior to re-authorizing the work under this GP. Requests for re-authorization must include an updated Official Species list. To request an Official Species List, refer to the instructions in Appendix D.

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

**40. St. John/St. Croix Rivers.** Work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission is not eligible for Category 1 and a PCN to the Corps is required if any temporary or permanent use, obstruction or diversion of international boundary waters could affect the natural

flow or levels of waters on the Canadian side of the line; or if any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters could raise the natural level of water on the Canadian side of the boundary.

**41. National Lands**. Activities that impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service, U.S. Fish and Wildlife Service (USFWS) or U.S. Forest Service are not eligible for Category 1 and require a PCN.

**42. Essential Fish Habitat (EFH)**. Any work in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the GP and must be screened for potential impacts to EFH (see Appendix G for more information).

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

The above does not apply to the following activities which may qualify for Category 1 work:

- Exploratory drilling and borings for bridges.
- Moorings (see Appendix A, Page 28 for Category 1 thresholds and requirements)
- Structures, floats & lifts (see Appendix A, Page 29 for Category 1 thresholds and requirements)
- Other activities specified in a programmatic agreement with NMFS.

**43. Work Site Restoration**

a. Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.

b. Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be properly stabilized. Any seed mix shall contain only plant species native to New England and shall not contain any species listed in the "Invasive and Other Unacceptable Plant Species" Appendix in the "New England District Compensatory Mitigation Guidance" (see GC 24 and refer to Appendix G). This list may be updated periodically.

c. In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.

**44. Bank Stabilization**

a. Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

b. Project proponents must design and construct bank stabilization projects using this sequential minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, stone-sloped surfaces, and walls/bulkheads. Vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated.

c. Inland Water bank stabilization activities necessary for erosion prevention must meet all of the following criteria: i) No material is placed in excess of the minimum needed for erosion protection; ii) The activity is no more than 500 feet in total length along the bank(s); iii) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark; iv) Structures angled steeper than 1H:1V and any material other than angular or sub-angular stone or fiber roll revetments require at least a Category 2 review; v) The activity does not involve discharges of dredged or fill

material into special aquatic sites; vi) No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.; vii) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and viii) The activity is not a stream channelization activity.

d. Bank stabilization activities in tidal waters are provided at Appendix A, Page 30 & 31. Direct impacts in tidal waters from contiguous bank stabilization projects in excess of 200 linear feet (Applicant or Applicant + Abutters combined) must undergo Category 2 review.

**45. Stream Work and Crossings & Wetland Crossings**

**Notes:**

a. For *Stream Work and Crossings* below, conditions (a) and (b) apply to Inland Waters and Wetlands (see Appendix A, Page 1 for definition) and Navigable Waters (see Appendix A, Page 27 for definition). Conditions (c)-(l) below only apply to Inland Waters and Wetlands that are streams. All new and replacement crossings in Navigable Waters require an application to the Corps and at least a Category 2 review.

b. In-stream work in a watershed occupied by listed Atlantic salmon, Atlantic sturgeon, or shortnose sturgeon [see GC 8(b)] and some stream work such as crossings on EFH waters (see GC 42) is not eligible for Category 1.

c. "High-Quality Stream Segments" are shown at www.maine.gov/dep/gis/datamaps and may be useful in evaluating impacts to fisheries. GIS shape files are under "Other Google Earth Interactive Maps" and PDFs by county are under "DEP GIS Maps." See Appendix E for more state contact information.

**Conditions for Stream Work and Crossings:**

a. All permanent crossings of rivers, streams, brooks, etc. (hereon referred to as "streams") shall be suitably culverted, bridged, or otherwise designed to i) withstand and to prevent the restriction of high flows to qualify for Category 1, and ii) not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity's primary purpose is to impound water to qualify for Category 1 or 2. *(NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this GP).*

b. Any work that temporarily or permanently impacts upstream or downstream flood conditions, or permanently impacts wetlands in excess of Category 1 thresholds, must be reviewed at least under Category 2. See the documents referenced in Appendix G, 8(c) and (d) for guidance.

c. New Stream Crossings. For new stream crossings to qualify for Category 1:

i. Must ensure compliance with GC 45(a) and GC 45(b) above.

ii. Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 19 and the stream simulation document listed at Appendix G, 8(a).

d. Replacement Stream Crossings. For replacement stream crossings to qualify for Category 1:

i. Must ensure compliance with GC 45(a) and GC 45(b) above.

ii. Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 19 and the stream simulation document listed at Appendix G, 8(a).

e. Culvert Extensions. Culvert extensions on culverts that do not meet the Corps General Stream Crossing Standards do not qualify for Category 1 and require an application to the Corps and at least Category 2 review.

f. Temporary Stream Crossings.

Note: The General Stream Crossing Standards don't apply to temporary stream crossings.

i. Temporary stream crossings or cofferdams shall be used for equipment access across streams [see Appendix G, 8(e)]. Note: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine the review category in Appendix A.

ii. Temporary stream crossings shall be removed within 180 days to qualify for Category 1.

iii. Temporary stream crossings that are not spans[17] (typically culverts) must be designed in accordance with 1-6 below to qualify for Category 1. Category 2 applications should include information demonstrating 2-6 below:

1. Installed and removed during the low flow period specified in GC 45(l) below.

2. Placed on geotextile fabric or other material where practicable to ensure restoration to the original grade. Soil may not be used to construct or stabilize these structures and rock must be large enough to allow for easy removal without disrupting the streambed.

3. Designed and maintained to withstand and pass high flows. Water height should be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts must be aligned to prevent bank erosion or streambed scour.

4. Equipped with energy dissipating devices installed downstream if necessary to prevent scour.

5. Designed and maintained to prevent soil from entering the waterbody.

6. Removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using stream simulation methods[18].

g. Slip Lining. Work using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), invert lining, or resulting in decreased diameter, does not qualify for Category 1, either as new work or maintenance activities.

h. Work in Flowing Waters. To qualify for Category 1, no unconfined fill [see GC 14(b)] or excavation in flowing waters is allowed. To accomplish this:

i. Bank stabilization work below ordinary high water (OHW) shall utilize erosion controls such as inflatable cofferdams, jersey barrier, silt screen, turbidity curtain, etc. where practicable to prevent sediment input to the stream and to minimize turbidity and sedimentation impacts for sensitive life stages. Bank stabilization above OHW must utilize erosion controls.

ii. Management techniques such as temporary flume pipes, culverts, cofferdams, etc. must be used to maintain normal flows within the stream boundary's confines, or water diversions may be used immediately up and downstream of the work footprint (see Appendix A, Endnote 6) or work must be performed in the dry under no flow conditions, or under very low flow conditions following the practices in GC 45(a).

i. Minimization. In order to make the Category 2 review process more efficient and result in a faster decision, new and replacement stream crossings should be designed using the least intrusive and environmentally damaging method following this sequential minimization process: 1) spans with no stream impacts, 2) spans with stream impacts, and 3) embedded culverts with stream simulation or low-slope design.

j. Maintenance Requirements. The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit to facilitate aquatic life passage as stated in GC 45(a). Culverts that develop "hanging" inlets or outlets, result in bed washout, or a stream that doesn't match the characteristics of the substrate in the natural stream channel such as mobility, slope, stability confinement will require maintenance or repair to comply with this GC. This does not apply to GC 45(f) above.

k. Maintenance and Replacement Information. An existing stream crossing must be authorized and in compliance with all conditions of its authorization(s) to qualify for maintenance not subject to regulation. See Appendix A, Endnote 7. A non-serviceable crossing is not eligible for maintenance and is therefore considered as a replacement crossing [see GC 45(d)].

l. Work Window. For projects that otherwise meet the terms of Category 1, in-stream construction work shall be conducted during the low flow period July 15 – September 30 in any year. Projects that are not to be conducted during that time period are ineligible for Category 1 and shall be screened pursuant to Category 2, regardless of the waterway and wetland fill and/or impact area.

**Corps General Stream Crossing Standards (required for Category 1; *recommended* for Category 2):**

a. Culverts must be embedded:

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[17] For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream with footings landward of bankfull width.

[18] Design and construction shall be in accordance with the stream simulation document listed at Appendix G, 8(a).

- ≥ 2 feet for box culverts and other culverts with smooth internal walls,
- ≥ 1 foot for corrugated pipe arches
- ≥ 1 foot and at least 25 percent for corrugated round pipe culverts

b. **For new crossings**, spans[17] are required to avoid or cause minimal disruption to the streambed and to meet the requirements of General Condition 45(a) and 45(b). Footings and abutments must be landward of 1.2 times bankfull width. To the greatest extent practicable, work in the stream shall be minimized, and design and construction shall allow the streambed's natural structure and integrity to remain intact. Any fill or excavation of the streambed below bankfull width other than footings, support pilings, or work specified in 45(h)ii requires Category 2 review and, unless demonstrated otherwise, stream simulation[18] to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

c. **For replacement crossings**, spans[17] are required to meet the requirements of General Condition 45(a) and 45(b). Footings and abutments shall be landward of 1.2 times bankfull width. Unless demonstrated otherwise, stream simulation[18] is required to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

d. Crossings must have a natural bottom substrate within the structure matching the characteristics of the substrate in the natural stream channel and the banks (mobility, slope, stability, confinement, grain and rock size) at the time of construction and over time as the structure has had the opportunity to pass significant flood events. To allow terrestrial passage for wildlife and prevent undermining the footings, crossings shall have a bank on both sides of the stream matching the horizontal profile of the existing stream and banks[18]. Note: Installation of substrate material within smaller culverts may not be safe or practicable. In these cases, it may be necessary to allow for natural deposition and bed development unless alternative methods are identified.

e. Crossings must be designed and constructed[18] with appropriate bed forms and streambed characteristics so that water depths and velocities are comparable to those found in the natural channel at a variety of flows. In order to provide appropriate water depths and velocities at a variety of flows and especially low flows, it is usually necessary to reconstruct the streambed or preserve the natural channel within the structure. Otherwise, the width of the structure needed to accommodate higher flows will create conditions that are too shallow at low flows. The grain and rock size, and arrangement of streambed materials within the structure should be in accordance with (d) above. Flows could go subsurface within the structure if only large material is used without smaller material filling the voids.

**Conditions for Wetland Crossings:**

a. All temporary and permanent crossings of wetlands shall be suitably culverted, bridged, or otherwise designed to: i) Withstand and prevent the restriction of high flows, ii) Not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the wetland, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity's primary purpose is to impound water. See Appendix E for the Maine DEP's crossing standards.

b. To qualify for Category 1, new and replacement wetland crossings that are permanent shall be culverted, spanned or bridged in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. To meet this requirement, we recommend that culverts, spans or bridges be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level where practicable. Closed bottom culverts shall be embedded at least 6 inches with a natural bottom.

c. In the case of non-compliance, the permittee shall take necessary measures to correct wetland damage due to lack of hydraulic and ecological connectivity.

d. Any work that results in flooding, results in impacts to wetlands on either side of the wetland crossing in excess of Category 1 thresholds, or impacts wetland drainage from the upgradient side of the wetland crossing does not qualify for Category 1.

**Robert J. Desista**
**Deputy Chief, Regulatory Division**
**For DISTRICT ENGINEER** **DATE** 10/13/15

| APPENDIX A: DEFINITION OF CATEGORIES | | |
|---|---|---|
| **A. INLAND WATERS AND WETLANDS** | **Inland Waters and Wetlands:** Waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds and wetlands, and ***excluding Section 10 Navigable Waters of the U.S. (tidal and freshwater).*** The jurisdictional limits are the ordinary high water (OHW) mark in the absence of adjacent wetlands, beyond the OHW mark to the limit of adjacent wetlands when adjacent wetlands are present, and the wetland limit when only wetlands are present. For the purposes of this GP and designated activities, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands[1] to tidal waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on page 27 below.) | |
| | Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project.<br>All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 – 4) and General Conditions (Pages 5–20). | |
| **ACTIVITY** | **CATEGORY 1** Self-Verification Eligible (***SVNF Required***) | **CATEGORY 2** (***PCN Required***) |
| **1. Repair, Replacement, Expansion, and Maintenance of Authorized Structures and Fills** | Repair or maintenance of existing, currently serviceable, authorized fills with no expansion or change in use:<br>• Conditions of the original authorization apply.<br>• Minor deviations in fill design allowed.[7]<br>• The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage.<br>• No effect on federally listed endangered or threatened species or critical habitat. | Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use. |
| **2. Moorings** | NA – moorings in non-navigable inland waters are not subject to Corps jurisdiction.<br>Note: Moorings placed in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on Page 28 below.) | NA |
| **3. Structures, Floats & Lifts** | For solid fill or crib supported structures on inland waters, <15,000 square feet (SF) of waterway and/or wetland fill, associated secondary impacts[2], and temporary fills.<br>• No effect on federally listed endangered or threatened species or critical habitat.<br>• Note: Temporary or permanent structures placed in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on page 29 below. | 1. Work not eligible for Category 1<br>2. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). |
| **4. Aids to Navigation and Temporary Recreational Structures** | NA - this activity in non-navigable inland waters is not subject to Corps jurisdiction.<br>Note: Aids to Navigation and other structures placed in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on page 30 below.) | NA |

| | | |
|---|---|---|
| **5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation** | 1. For regulated discharges associated with excavation, and disposal <15,000 SF inland waterway and/or wetland impacts.<br>2. The activity does not occur in navigable waters of the U.S.<br>3. Stream channelization, relocation or loss of streambed including impoundments or discharge of tailings into streams does not occur.<br>4. No effect on federally listed endangered or threatened species or critical habitat. | 1. Work not eligible for Category 1<br>2. ≥15,000 SF to <3 acres of inland waters. |
| **6. Discharges of Dredged or Fill Material Incidental to the Construction of Bridges** | NA - For discharges incidental to the construction of bridges in inland waters of the U.S. refer to Activity 23 (Stream and Wetland Crossings) and GC 45.<br><br>Note: Discharges of Dredged or Fill Material Incidental to the Construction of Bridges in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on page 30 below.) | NA |
| **7. Bank and Shoreline Stabilization** | Inland bank stabilization <500 FT long and ≤1 CY of fill per linear foot below OHW, provided:<br>• ≤1 cubic yard of fill per linear foot placed along the bank waterward of ordinary high water.<br>• Work complies with the GCs (GC 44 in particular), including:<br>o No structures angled steeper than 1H:1V allowed. Only rough-faced stone or fiber roll revetments allowed.<br>o No in-stream work involving fill or excavation in flowing waters (see GC 45(h)).<br>• In-water work limited to Jul 15 – Sep 30.<br>• No work in vernal pools[5] or SAS[3].<br>• No effect on federally listed endangered or threatened species or critical habitat. | Work not eligible for Category 1 |
| **8. Residential, Commercial, Industrial, and Institutional Developments, and Recreational Facilities** | 1. <15,000 SF of inland waterway and/or wetland fill and associated secondary impacts[2] (e.g., areas drained, flooded, fragmented, mechanically cleared or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Construction mats are considered as fill. [See GC 14]<br><u>Provided:</u><br>• Historic fill + proposed impact area <15,000 SF complies with GC 5, Single and Complete Projects.<br>• No work in special aquatic sites (SAS)[4] other than wetlands.<br>• No effect on federally listed endangered or threatened species or critical habitat.<br>2. For work in Vernal Pool (VP) Management Areas (includes VPs)[5]:<br>• See GC 23 and Appendix C for VP delineation requirements. | 1. Work not eligible for Category 1.<br>2. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.<br>3. *Mechanical clearing without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.*<br><br>See GC 2 and Appendix C for wetland delineation requirements. |

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| | • See GC 23 to determine if work qualifies for Category 1 or 2.<br>• See Appendix G for VP documents providing mitigation guidance. | |
| **9. Utility Line Activities** | 1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts[2], and temporary fills.<br>2. The activity does not occur in, over, or under navigable waters of the U.S.<br>3. Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments.<br>4. There is no permanent change in pre-construction contours in waters of the U.S.<br>5. Material resulting from trench excavation is temporarily side cast into waters of the U.S. for ≤3 months and is placed in such a manner that it is not dispersed by currents or other forces.<br>6. The utility line is placed within and does not run a) parallel to, or b) along a streambed.<br>7. Stream channelization, relocation or loss of streambed including impoundments does not occur.<br>8. No effect on federally listed endangered or threatened species or critical habitat.<br>9. There is no discharge in SAS other than non-tidal wetlands.<br>10. Construction mats[4] of any area necessary to conduct activities that were previously authorized, authorized under Category 1, or not subject to regulation (see Endnote 7). Authorized construction mats must be in place for <3 months, removed immediately upon work completion, and the wetlands must be restored (see GC 43).<br>11. Stream crossings must comply with GC 17. | 1. Work not eligible for Category 1<br>2. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.<br>3. *Mechanical clearing without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.* |
| **10. Linear Transportation Projects *(not including stream crossings)***<br><br>**For stream crossings, refer to Activity 23** | 1. <15,000 SF of inland waterway and/or wetland fill associated secondary impacts (e.g., areas drained, flooded, fragmented, mechanically cleared or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Construction mats are considered fill. (See GC 14.)<br>Provided:<br>• Historic fill + proposed impact area <15,000 SF and complies with GC 5 single and complete projects.<br>• No work in special aquatic sites (SAS) other than wetlands.<br>2. Construction mats[4] of any area necessary to conduct activities that were previously authorized, authorized under Category 1, or not subject to regulation (see Endnote 7). Authorized construction mats must be in place for <3 months, removed immediately upon work completion, and the wetlands must be restored (see GC 43).<br>3. No effect on federally listed endangered or threatened species or critical habitat. | 1. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.<br>2. *Mechanical clearing without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.* |

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| **11. Mining Activities** | 1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. The activity does not occur in navigable waters of the U.S.<br>3. Stream channelization, relocation or loss of streambed including impoundments or discharge of tailings into streams does not occur.<br>4. No effect on federally listed endangered or threatened species or critical habitat. | 1. Work not eligible for Category 1.<br>2. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation. |
| **12. Boat Ramps** | 1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. No effect on federally listed endangered or threatened species or critical habitat. | 1. Work not eligible for Category 1<br>2. >15,000 SF and < 3 acres of impact. |
| **13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects** | *For land-based facilities:*<br>1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. Stream channelization, relocation or loss of streambed including impoundments does not occur.<br>3. No effect on federally listed endangered or threatened species or critical habitat.<br><br>*For water-based facilities and hydropower projects:*<br>No new facilities are eligible. | *For land-based activities:*<br>1. Work not eligible for Category 1.<br>2. >15,000 SF and < 3 acres impact.<br>3. *Mechanical clearing without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.*<br><br>*For water-based facilities and hydropower projects:*<br>> 3 acres of impact will require an IP. |
| **14. Reshaping Existing Drainage Ditches & Mosquito Management** | Not Applicable | Not Applicable |
| **15. Oil Spill and Hazardous Material Cleanup** | Jurisdictional activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 or any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS[3] must typically be restored in place at the same elevation.<br>***Note: SVNF or a surrogate state reporting form may be submitted after the fact.*** | Work not eligible for Category 1 |

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| **16. Cleanup of Hazardous and toxic waste** | Specific jurisdictional activities to effect the containment, stabilization, or removal of hazardous or toxic waste materials, including court ordered remedial action plans or related settlements, which are performed, ordered or sponsored by a government agency with established legal or regulatory authority. SAS should be restored in place at the same elevation.<br>• <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>• No stream channelization, relocation or loss of streambed occurs.<br>• The project does not involve establishing new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.<br>• No effect on federally listed endangered or threatened species or critical habitat. | Work not eligible for Category 1 |
| **17. Scientific Measurements Devices** | 1. Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. This excludes any biological sampling devices. Structures may not restrict or concentrate movement of aquatic organisms.<br>2. No effect on federally listed endangered or threatened species or critical habitat. | Work not eligible for Category 1 |
| **18. Survey Activities** | 1. Jurisdictional survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, and historic resources surveys (but not recovery). Exploratory trenches must be restored in accordance with GC 43. The construction of temporary pads is authorized provided the discharge doesn't exceed 25 CY. This doesn't authorize permanent structures or the drilling and the discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).<br>2. No effect on federally listed endangered or threatened species or critical habitat. | Work not eligible for Category 1 |
| **19. Agricultural Activities** | 1. For those activities subject to Corps jurisdiction[16], <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. No stream channelization, relocation, loss of streambed, or farm ponds in streams.<br>3. No effect on federally listed endangered or threatened species or critical habitat. | 1. ≥15,000 SF to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.<br>2. > 3 acres of impact will require an IP. |

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| **20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities** | NA - this activity in non-navigable inland waters, if not involving a discharge of dredged or fill material, is not subject to Corps jurisdiction. Note: Related structures placed in freshwater navigable waters (e.g. the upper Penobscot or Kennebec Rivers) are reviewed in the Navigable Waters section. (See B. Navigable Waters on Page 33 below.) | Not Applicable |
| **21. Habitat Restoration, Establishment and Enhancement Activities** | 1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. The activity is supported in writing by a local, state, or non-Corps Federal environmental agency. Water impoundments require PCN.<br>3. No conversion of i) a stream to wetland or vice versa, wetland to a pond or uplands, and ii) one wetland type to another.<br>4. No dam removal.<br>5. No effect on federally listed endangered or threatened species or critical habitat. | 1. Work not eligible for Category 1<br>2. Aquatic habitat restoration, establishment, and enhancement of wetlands and riparian areas and the restoration and enhancement of streams and other open waters with impacts of any area ≥15,000 SF, provided those activities result in net increase in overall aquatic resource functions and services.[8] |
| **22. Previously Authorized Activities** | Any work not commenced nor completed that was authorized in a written letter from the Corps under the GP in effect between October 12, 2010 and October 12, 2015. The terms and general conditions of this GP apply along with any special conditions in the written authorization. | |
| **23. Stream & Wetland Crossings** | 1. River, stream and brook work and crossings:<br>• Must comply with GC 45 in particular, including:<br>o No slip lining [see GC 45 (g)].<br>o No in-stream work involving fill or excavation in flowing waters [see GC 45(h)].<br>o In-stream work limited to Jul 15 – Sep 30 [see GC 45 (l)].<br>• No work in riffles and pools[3].<br>• No stream relocations.<br>• No dams or dikes[6].<br>• No effect on federally listed endangered or threatened species or critical habitat.<br>• <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>2. Wetland crossings must comply with the particularly relevant GC 45. | Work not eligible for Category 1 |
| **24. Aquaculture (freshwater)** | For land based installations, <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts.<br>• In-stream/in-water work limited to Jul 15 – Sep 30.<br>• No effect on federally listed endangered or threatened species or critical habitat.<br>Note: Related structures placed in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters, below.) | Work not eligible for Category 1 |

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| **B. NAVIGABLE WATERS** | **Navigable Waters of the United States**: Waters that are subject to the ebb and flow of the tide and/or the tidal and non-tidal portions of the Federally designated navigable waters (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the federally designated navigable rivers. For the purposes of this GP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands[1] to tidal waters are also reviewed in this Navigable Waters section. | |
| | Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project.<br>All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 - 4) and General Conditions (Pages 5 - 20). | |
| **ACTIVITY** | **CATEGORY 1** Self-Verification Eligible ***(SVNF Required)*** | **CATEGORY 2** ***(PCN Required)*** |
| **1. Repair, Replacement, Expansion, and Maintenance of Authorized (or grandfathered) Structures and Fills** | 1.Repair, replacement in-kind, or maintenance[7] of existing, currently serviceable[7], authorized structures or fills:<br>• All work is to be conducted in-the-dry, during low water.<br>• Conditions of the original authorization apply.<br>• No substantial expansion or change in use.<br>• No new fill in SAS[3].<br>• Must be rebuilt in same footprint, however minor deviations in structure design allowed[7].<br>• The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. | 1. Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion <1 acre, or with a change in use.<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts. Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF.<br>3. Standard Pile Driving Conditions. Work involving piles shall adhere to one of the four methods below:<br>• Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or<br>• Must be drilled and pinned to ledge, or<br>• Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or<br>• Impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles <12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile, and<br>• For the methods above:<br>o In-water noise levels shall not exceed >187dB cSEL re 1μPa or 206dB peak re 1μPa at a distance >10m from the pile being installed, and<br>o In-water noise levels >150dB peak re 1μPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 150dB peak re 1μPa) must be provided between work days.<br>• Existing derelict, degraded or abandoned piles in the project area that are affected by project activities should be removed and properly disposed of in an upland location landward of MHW or OHW and not in wetlands, tidal wetlands, their substrate or mudflats. |

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| **2. Moorings** | 1. Private, non-commercial, non-rental, single-boat moorings, provided:<br>• Authorized by the local harbormaster/town.<br>• Not associated with any boating facility.[11]<br>• Boat or mooring not located in a Federal Navigation Project or buffer zone[12] other than in a Federal Anchorage[12]. Moorings in a Federal Anchorage not associated with a boating facility[11] and are not for rent.<br>• No interference with navigation.<br>• No new moorings located in SAS[3]. Prior to installation of moorings, a site-specific eelgrass survey should be conducted to document that eelgrass is not present.<br>• When existing, authorized moorings in SAS[3] are going to be replaced, they should be replaced with low impact mooring technology that prevents mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems where practicable.<br>2. Minor relocation of previously authorized moorings, provided:<br>• Authorized by the local harbormaster/town.<br>• Not located in SAS[3]<br>• No interference with navigation.<br>• Cannot be relocated into a Federal Navigation Project[12] other than a Federal Anchorage[12]<br>***Note: Cat 1 eligible moorings do not require SVNF.*** | 1. Moorings associated with an existing boating facility[11]. An eelgrass[14] survey may be required.<br>2. Moorings that don't meet the terms in Category 1 and don't require an Individual Permit. This includes private moorings with no harbormaster or means of local approval.<br>3. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits[13] of a Federal Channel[12]. (See Appendix H.) The buffer zone is equal to 3 times the authorized depth of that channel.<br>4. An IP is required for moorings within the horizontal limits[11], or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project[12], except those in Federal Anchorages[12].<br><br>*For 1-4 above, siting of new individual moorings in SAS[3], including eelgrass[14], should be avoided to the maximum extent practicable. If SAS[3] cannot be avoided, plans should show elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems, where practicable. For moorings that appear to impact SAS, the Corps may require an eelgrass survey.* |
| **3. Structures, Floats and Lifts** | 1. Reconfiguration of existing authorized structures shall occur in-the-dry during low water.<br>2. Minor relocation of <u>previously authorized</u> floats or moored floats/lobster cars, provided:<br>• Authorized by the local harbormaster/town.<br>• Not located in SAS[3].<br>• No interference with navigation.<br>• Cannot be relocated into a Federal Navigation Project[12] other than a Federal Anchorage[12]. | 1. New structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent). Includes both pile supported and crib supported structures.<br>2. Expansions to existing boating facilities[11]<br>• *Pile-supported structures <400 SF, with attached floats totaling ≤200 SF.*<br>• *Bottom anchored floats ≤200 SF.*<br>• *Structures are ≤4' wide and have at least a 1:1 height:width ratio[11].*<br>• *Floats supported a minimum of 18" above the substrate during all tides.*<br>• *Structures & floats not located within 25' of any eelgrass[8].*<br>• *Moored vessels not positioned over SAS[3].*<br>• *The Corps may require a letter of no objection from the abutter if* |

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| | | *structure is to be within 25 feet of the property line.*<br>• *No structure extends across >25% of the waterway width at mean low water.*<br>• *Not located within the buffer zone of the horizontal limits[13] of a Corps Federal Navigation Project (FNP) (App. F). The buffer zone is equal to three times the authorized depth of that FNP.*<br><br>3. An Individual Permit is required for structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits[13] of a Corps Federal Navigation Project[12] (see App. H).<br>4. An Individual Permit is required for structures & floats associated with a new or previously unauthorized boating facility[11].<br>5. Standard Pile Driving Conditions. Work involving piles shall adhere to one of the four methods below:<br>• Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or<br>• Must be drilled and pinned to ledge, or<br>• Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or<br>• Impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles <12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile, and<br>• For the methods above:<br>o In-water noise levels shall not exceed >187dB cSEL re 1μPa or 206dB peak re 1μPa at a distance >10m from the pile being installed, and<br>o In-water noise levels >150dB peak re 1μPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 150dB peak re 1μPa) must be provided between work days.<br>• Existing derelict, degraded or abandoned piles in the project area that are affected by project activities should be removed and properly disposed of in an upland location landward of MHW or OHW and not in wetlands, tidal wetlands, their substrate or mudflats. |

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| **4. Aids to Navigation and Temporary Recreational Structures** | 1. Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued.<br>2. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR 66, Chapter I, subchapter C)."<br>***Note: Cat 1 eligible aids to navigation and regulatory markers do not require SVNF.*** | Work not eligible for Category 1 |
| **5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation** | 1. Maintenance dredging[10] for navigational purposes <1,000 CY with upland disposal. Includes return water from upland contained disposal area, provided:<br>• Proper siltation controls are used.<br>• Dredging & disposal operation limited to Nov. 8 – Apr. 9.<br>• No impact to SAS[3].<br>• No dredging in intertidal areas.<br>• No dredging within 100' of shellfish beds.<br>• No dredging in areas designated as Critical Habitat for Atlantic salmon [see GC 8(b) & (c)].<br>• For dredging in tidal waters outside of Atlantic salmon critical habitat, applicants must contact NMFS (see GC 8) to ensure no impacts to listed species such as shortnose sturgeon, Atlantic surgeon, and listed sturgeon critical habitat.<br>• Project proponents must contact the USFWS for work on coastal beaches to ensure no impacts to piping plovers, roseate terns, rufa red knot, or their habitat [see GC 8(c)].<br>• No underwater blasting.<br>2. Maintenance dredging is not eligible for Category 1 if conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly Squaw Point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath. | 1. Maintenance dredging[10] ≥1,000 CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Disposal includes:<br>• Upland.<br>• Beach nourishment (above mean high water) of any area provided the dredging's primary purpose is navigation or the sand is from an upland source.<br>• Open water & confined aquatic disposal, if Corps finds the material suitable.<br>2. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a Category 2 review.<br>3. Maintenance or new dredging[10] and/or disposal in or affecting a SAS[3] requires an Individual Permit. |

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| **6. Discharges of Dredged or Fill Material Incidental to the Construction of Bridges** | 1. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit or appropriate approval.<br>2. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization. | <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **7. Bank and Shoreline Stabilization** | 1. Bank stabilization projects <200 linear feet provided:<br>• ≤1 cubic yard of fill per linear foot placed along the bank waterward of high tide line. No fill or equipment will occur in SAS[3].<br>• Work conducted in the intertidal zone must be conducted in-the-dry during low water.<br>• No structures angled steeper than 1H:1V and only rough-faced stone or fiber roll revetments allowed.<br>• No driving of piles or sheeting.<br>2. Bank stabilization projects in excess of 200 linear feet (Applicant or Applicant + Abutters combined) must undergo Category 2 review. | 1. Work not eligible for Category 1.<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **8. Residential, Commercial, Industrial, and Institutional Developments, and Recreational Facilities** | Not Eligible | 1. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF.<br>2. Conversions of previously authorized pile supported buildings over navigable waters to residences, offices, or other non-water dependent uses require at least a Category 2 review.<br>3. Floating house boats or businesses on floats require Category 2 review. |
| **9. Utility Line Activities** | 1. Repair or maintenance of existing, currently serviceable, authorized utilities with no expansion or change in use:<br>• Conditions of the original authorization apply.<br>• Trenching or filling is confined to the existing footprint.<br>• In water work conducted between Nov 8 and Apr 9.<br>• No new impact to SAS.<br><br>3. <u>New work</u> in, over, or under navigable waters requires a PCN and Category 2 review.<br>4. Except for aerial utility lines, work is not eligible for Category 1 if | 1. New or replacement installations or work not otherwise eligible for Category 1.<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF.<br>3. Particularly relevant is GC12 |

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| | conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly Squaw Point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath. | |
| **10. Linear Transportation Projects**<br><br>**(Not Including Stream Crossings)** | Not eligible | <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **11. Mining Activities** | Not Eligible | Not Eligible |
| **12. Boat Ramps and Marine Railways** | 1. No new impact to SAS<br>2. Marine railway and boat ramp work not eligible for maintenance[7] (i.e. not currently serviceable[7]) may be replaced "in-kind" with minor deviations[7] provided:<br>• Work is in the intertidal zone.<br>• No fill expansion below high tide line.<br>• Work conducted in-the-dry during low water.<br>3. No new boat ramps or marine railways. | 1. Work not eligible for Category 1<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects** | Not Eligible | 1. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF.<br>2. No new impoundments. |
| **14. Reshaping Existing Drainage Ditches and Mosquito Management** | 1. ≤500 linear feet of drainage ditch will be modified. The reshaping of the ditch cannot increase drainage capacity beyond the original as-built capacity nor can it expand the area drained by the ditch as originally constructed (i.e., the capacity of the ditch must be the same as originally constructed and it cannot drain additional wetlands or other waters of the U.S.).<br>2. No new ditches or relocation of drainage ditches constructed in waters of the U.S.; the location of the centerline of the reshaped drainage ditch must be approximately the same as the location of the centerline of the original drainage ditch. | 1. Work not eligible for Category 1<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |

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| | 3. No effect on federally listed endangered or threatened species or critical habitat | |
| **15. Oil Spill and Hazardous Material Cleanup** | Jurisdictional activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS[3] must typically be restored in place at the same elevation.<br>***Note: SVNF or a surrogate state reporting form may be submitted after the fact. No SVNF is required for Category 1eligible containment booms.*** | Work not eligible for Category 1 |
| **16. Cleanup of Hazardous and Toxic Waste** | Not eligible - except for booms placed for hazardous and toxic waste containment and absorption and prevention which are eligible for SV.<br><br>***Note: No SVNF is required for Category 1 eligible containment booms.*** | Specific jurisdictional activities with impacts of any area required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands and other SAS must typically be restored in place at the same elevation to qualify. |
| **17. Scientific Measurement Devices** | Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. Structures may not restrict or concentrate movement of aquatic organisms; no activity results in a hazard to navigation; and no activity requiring underwater blasting. | 1. Work not eligible for Category 1<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **18. Survey Activities** | Jurisdictional survey activities such as exploratory drilling, surveying and sampling activities, excluding any biological sampling devices. Does not include any activity requiring underwater blasting, seismic exploratory operations, or oil and gas exploration and fill for roads or construction pads. No activity may result in a hazard to navigation. | 1. Work not eligible for Category 1<br>2. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:<br>• Temporary or permanent fill in eelgrass[14] <1000 SF.<br>• Permanent fill in SAS (excluding eelgrass[14]) <4300 SF. |
| **19. Agricultural Activities** | Not Eligible | Not Eligible |

| | | |
|---|---|---|
| **20. Fish & Wildlife Harvesting, Enhancement and Attraction Devices and Activities (Not Aquaculture)** | Fish and wildlife harvesting, enhancement, and attraction devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, and clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This does not authorize artificial reefs or impoundments and semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. No activity that may result in a hazard to navigation. ***Note: A SVNF is not required for these Category 1 eligible devices and activities.*** | 1. Work not eligible for Category 1.<br>2. Impoundments or semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster and new fish weirs with an impounded area $\leq$ ½ acre.<br><br>For Aquaculture operations, refer to Activity 24. |
| **21. Habitat Restoration, Establishment and Enhancement Activities** | 1. Cultch placement in tidal waters is eligible for SV provided there are no salt marsh or vegetated shallow impacts.<br>2. SAS planting and transplanting $\leq$ 100 SF in tidal waters;<br>3. No artificial or living reefs.<br>4. The activity is authorized in writing by a local, state, or non-Corps federal environmental agency. Water impoundments require PCN.<br>5. No conversion of i) a stream to wetland or vice versa, wetland to a pond or uplands, and ii) one wetland type to another.<br>6. No dam removal.<br>7. Shellfish habitat enhancement such as brushing the flats is eligible for Category 1, *but not the use of netting which requires Category 2 review.* | 1. Work not eligible for Category 1.<br>2. Aquatic habitat restoration, establishment and enhancement provided those activities are proactive and result in net increases in aquatic resource functions and services.[8] |
| **22. Previously Authorized Activities** | Any work not commenced nor completed that was authorized in a written letter from the Corps under the GP in effect between October 12, 2010 and October 12, 2015. The terms and general conditions of this GP apply along with any special conditions in the written authorization. | |
| **23. Stream & Wetland Crossings** | Not Eligible | All temporary or permanent crossings of tidal navigable waters or adjacent tidal wetlands not eligible as maintenance require a PCN. GC 45 applies |
| **24. Aquaculture** | Not Eligible | Shellfish & finfish aquaculture (with the exception of Atlantic salmon and any other salmonid, or other federally listed endangered or threatened species), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. This is inclusive but not limited to cages, nets, bags, racks, long lines, fences, posts, poles, predator screening, etc. Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm. |

**Endnotes/Definitions**

[1] **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natural or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary high water mark and above the normal hydrologic influence of their adjacent waterbody. Note, with respect to the federally designated navigable rivers, the wetlands bordering and contiguous to the tidally influenced portions of those rivers are reviewed under "II. Navigable Waters."

[2] **Direct, Secondary, and Cumulative Impacts/Effects:**

Direct Impacts: The immediate loss of aquatic ecosystem within the footprint of the fill.

Secondary Impacts: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, b) septic tank leaching and surface runoff from residential or commercial developments on fill, and c) leachate and runoff from a sanitary landfill located in waters of the U.S. Put another way, secondary effects are those impacts outside the footprint of the fill that arise from and are associated with the discharge of dredged or fill material, including the operation of an activity or facility associated with the discharge. Examples may include habitat fragmentation; interruption of travel corridors for wildlife (for example, for amphibians that migrate to and from seasonal or vernal pools used as breeding habitat); hydrologic regime changes; and impacts from operation and maintenance activities for constructed facilities; such as noise/lighting, storm water runoff, and road kill of wetland dependent wildlife. Using the directions contained in the guidelines, we consider the circumstances of a proposed discharge and the project of which it is a part to evaluate the scope, extent, severity, and permanence of direct, secondary, and cumulative adverse effects upon the aquatic ecosystem.

Cumulative Impacts: The extent of past, present, and foreseeable developments in the area may be an important consideration in evaluating the significance of a particular project's impacts. Although the impacts associated with a particular discharge may be minor, the cumulative effect of numerous similar discharges can result in a large impact. Cumulative impacts should be estimated only to the extent that they are reasonable and practical.

[3] **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows (predominantly comprised of eelgrass in Maine).

[4] **Construction Mats:** Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they're installed temporarily or permanently.

[5] **Vernal Pools:** A vernal pool, also referred to as a seasonal forest pool, is a temporary to semi-permanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet or outlet and no viable populations of predatory fish. A vernal pool may provide the primary breeding habitat for wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.), as well as valuable habitat for other plants and wildlife, including several rare, threatened, and endangered species. A vernal pool intentionally created for the purposes of compensatory mitigation is included in this definition. For the purposes of this GP, the presence of any of the following species in any life stage in any abundance level/quantity would designate the waterbody as a vernal pool: fairy shrimp, blue spotted salamanders, spotted salamanders or wood frogs. The Corps may determine during a Category 2 review that a waterbody should not be regulated as a VP based on available evidence. For the purposes of this GP, the VP Management Areas are the: Vernal Pool Depression (includes the vernal pool depression up to the spring or fall high water mark, and includes any vegetation growing within the depression), Vernal Pool Envelope (area within 100 FT of the VP Depression's edge) and Critical Terrestrial Habitat (area within 100-750 FT of the Vernal Pool Depression's edge). [*Note: Critical Terrestrial Habitat is defined as 100 -750 FT on page 243 of the document "Science and Conservation of Vernal Pools in Northeastern North America," Calhoun and deMaynadier, 2008, which is referenced in Appendix G, page 3, Paragraph 10(b).

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

[7] **Maintenance: a)** The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – "Activities occurring before certain dates," provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification.

- Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized.
- Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.
- No seaward expansion for bulkheads or any other fill activity is considered Category 1 maintenance.
- Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the Category 1 or 2 thresholds in Appendix A.

**b)** The state's maintenance provisions may differ from the Corps and may require reporting and written authorization from the state.

**c)** Contact the Corps to determine whether stream crossing replacements require a written application to the Corps for at least a Category 2 review.

d) Exempted Maintenance. In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: "Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design."

[8] **Aquatic Habitat Restoration, Establishment and Enhancement:** The Corps will decide if a project qualifies and must determine in consultation with federal and state agencies that the net effects are beneficial. The Corps may refer to Nationwide Permit 27 published in the 3/12/07 Federal Register. Activities authorized here may include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands in inland waters; the construction of open water areas; the construction of native shellfish species habitat over unvegetated bottom for the purpose of habitat protection or restoration in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

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

[10] **Maintenance Dredging:** This includes only those areas and depths previously authorized by the Corps and dredged. The Corps may require proof of authorization. Maintenance dredging typically refers to the routine removal of sediment to maintain the design depths of serviceable navigation channels, harbors, basins, marinas, boat launches, and port facilities. Maintenance dredging is conducted for navigational purposes and does not include any expansion of the previously dredged area or depth. The Corps may review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS, shellfish, etc.

[11] **Boating Facilities:** Facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

[12] **Federal Navigation Projects (FNPs):** FNPs are comprised of Federal Channels and Federal Anchorages. See Appendix F for their location and contact the Corps for more information. "Horizontal Limits" is the outer edge of an FNP. "Buffer Zone" is equal to three times the authorized depth of that channel.

[13] **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). See Appendix F and contact the Corps for information on FNP's.

[14] **Eelgrass (Zostera marina):** A type of rooted aquatic vegetation that exists in intertidal and shallow subtidal areas known as vegetated shallows. See www.nero.noaa.gov/hcd/ for eelgrass survey guidance. Note: Eelgrass surveys should be conducted be conducted between May and October unless otherwise directed.

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

[16] **Agricultural Activities:** The Clean Water Act exempts certain discharges associated with normal farming, ranching, and forestry activities such as plowing, cultivating, minor drainage, and harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices (Section 404(f)(1)(A)). Applicants are strongly advised to contact the Corps for a determination of whether their activity is exempt or requires a permit.

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# Appendix B: Self-Verification Notification Form

(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

At least two weeks before work commences, complete **all** fields (write "none" if applicable) below or use the fillable form at www.nae.usace.army.mil/missions/regulatory.aspx. Send this form, a location map, any project plans, and an Official Species List (See GC 8) to the address noted below; fax to (207) 623-8206; or email to jay.l.clement@usace.army.mil. The two-week lead time is not required for emergency situations (see page 4 for definition). Please call (207) 623-8367 with questions.

Maine Project Office
U.S. Army Corps of Engineers
New England District
675 Western Avenue #3
Manchester, Maine 04351

State Permit Number: _____
Date of State Permit: _____
State Project Manager: _____

Permittee: _____
Address, City, State & Zip: _____
Phone(s) and Email: _____

Contractor: _____
Address, City, State & Zip: _____
Phone(s) and Email: _____

Consultant/Engineer/Designer: _____
Address, City, State & Zip: _____
Phone(s) and Email: _____

Wetland/Vernal Pool Consultant: _____
Address, City, State & Zip: _____
Phone(s) and Email: _____

Project Location/Description: _____
Address, City, State & Zip: _____
Latitude/Longitude Coordinates: _____ Tax Map/Lot: _____
Waterway Name: _____
Work Description: _____
_____
Provide any prior Corps permit numbers: _____
Proposed Work Dates: Start: _____ Finish: _____

Area of wetland impact: _____ SF (leave blank if work involves structures & no fill in Navigable Waters)
Area of waterway impact: _____ SF (leave blank if work involves structures & no fill in Navigable Waters)
Area of compensatory mitigation provided: _____ SF

Work will be done under the following Appendix A categories (circle all that apply):

I. Inland Waters and wetlands: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

Your name/signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions of Category 1 of the Maine General Permit.

Permittee Printed Name: _____

Permittee Signature: _____ Date: _____

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New England District

## Appendix C: Content of Pre-Construction Notification

In addition to the following required information, the applicant must provide additional information as the Corps deems essential to make a public interest determination including, where applicable, a determination of compliance with the Section 404(b)(1) guidelines or ocean dumping criteria. Such additional information may include environmental data and information on alternate methods and sites as may be necessary for the preparation of the required environmental documentation. For a more comprehensive checklist, go to www.nae.usace.army.mil/missions/regulatory >> Forms >> Application and Plan Guideline Checklist. Please check with the Corps for project-specific requirements.

**Information required for all projects:**

- ☐ Corps application form (ENG Form 4345) or appropriate state application form (see Appendix E). Forms may need to be supplemented to include the information noted below.
- ☐ Proof of notification to the SHPO and the appropriate THPOs (see Appendix E).
- ☐ Official Species List for any federally listed endangered or threatened species (Instructions at Appendix D)
- ☐ Drawings, sketches, or plans (detailed engineering plans and specifications are not required) that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), no larger than 11"x17", with bar scale. Wetland area impact sheets should have the highest resolution possible to show work within Corps jurisdiction (do not just reduce project overview or cut large-scale plan into quadrant sheets). Provide locus map and a plan overview of the entire property with a key index to the individual impact sheets. A locus map be on a section of color USGS topographic map is encouraged. Digital submissions are encouraged.
- ☐ Include:
  - ☐ All direct, secondary, permanent and temporary effects the project would cause, including the anticipated amount of impacts to waters of the U.S. expected to result from the activity, in acres, linear feet, or other appropriate unit of measure.
  - ☐ Any historic permanent fill associated with each single and complete project.
  - ☐ Cross-section views of all wetland and waterway fill areas and wetland replication areas.
  - ☐ Delineation of all wetlands, other special aquatic sites (vegetated shallows, saltmarsh, mudflats, riffles and pools, coral reefs, and sanctuaries and refuges), and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Use Federal delineation methods and include Corps wetland delineation data sheets (see GC 2).
  - ☐ MLW and MHW elevations in tidal waters. Show the HTL elevations when fill is involved. Show OHW elevation in lakes and non-tidal streams.
  - ☐ Existing and proposed conditions.
  - ☐ For vegetated shallow and eelgrass survey guidance, see www.nae.usace.army.mil/missions/regulatory >> Jurisdictional Limits and Wetlands >> Submerged Aquatic Vegetation Survey Guidance for the New England Region.
  - ☐ Show all known VPs on the project site. See GC 23 for vernal pool identification requirements.
- ☐ Volume, type, and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below OHW in inland waters and below the HTL

in coastal waters.

- ☐ An Official Species List of federally "listed species or critical habitat" present in the action area (see GC 8).
- ☐ A restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions (see GC 43).

**Information that may be required:**

- ☐ Photographs of wetland/waterway to be impacted. Photos at low tide are preferred for work in tidal waters.
- ☐ For drawings, sketches, or plans:
  - ☐ The vertical datum for all coastal projects must be in U.S. survey feet and referenced to MLLW and current tidal epochs, with a reference chart showing conversion factor to NAVD88; do not use local datum. See www.nae.usace.army.mil/missions/regulatory >> Forms and Publications >>Vertical Datum - FEMA (Jul 2007);
  - ☐ The horizontal state plane coordinates shall be in U.S. survey feet and based on the appropriate state plane coordinate system.
- ☐ For the construction of a filled area or pile or float-supported platform, the use of, and specific structures to be erected on, the fill or platform.
- ☐ For the discharge of dredged or fill material into waters of the U.S. or the transportation of dredged material for the purpose of disposing of it in ocean waters, the source of the material; the purpose of the discharge, a description of the type, composition and quantity of the material; the method of transportation and disposal of the material; and the location of the disposal site.
- ☐ For the discharge of dredged or fill material into waters of the U.S., include a statement describing how impacts to waters of the U.S. are to be avoided and minimized. Include either a statement describing how impacts to waters of the U.S. are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.
- ☐ Purpose and need for the proposed activity;
- ☐ Limits and coordinates of any Federal Navigation Project in the vicinity of the project area.
- ☐ Limits and coordinates of any proposed mooring field, reconfiguration zone or aquaculture activity. Provide coordinates for all corners;
- ☐ Schedule of construction/activity;
- ☐ Names and addresses of adjoining property owners;
- ☐ Location and dimensions of adjacent structures;
- ☐ List of authorizations required by other Federal, interstate, state, or local agencies for the work, including all approvals received or denials already made.
- ☐ Identification and description of potential impacts to Essential Fish Habitat (defined at VI. Definitions and Acronyms.
- ☐ Identification of potential discharges of pollutants to waters, including potential impacts to impaired waters, in the project area (see GC 19).
- ☐ Invasive Species Control Plan (see GC 24). For sample control plans, see www.nae.usace.army.mil/missions/regulatory >> Invasive Species.
- ☐ Wildlife Action Plan (WAP) maps. Contact Maine Inland Fisheries & Wildlife (Appendix E) or on line at http://www.maine.gov/ifw/wildlife/conservation/action_plan.html

**Information for dredging projects that may be required**:

- ☐ Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such

contact should not occur and if done, would be at the applicant's risk.

- ☐ The area in square feet and volume of material to be dredged below mean high water.
- ☐ Existing and proposed water depths.
- ☐ Type of dredging equipment to be used.
- ☐ Nature of material (e.g., silty sand).
- ☐ Any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects.
- ☐ Information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area.
- ☐ Shellfish survey.
- ☐ Location of the disposal site (include locus sheet).
- ☐ Identification and description of any potential impacts to Essential Fish Habitat.
- ☐ Delineation of submerged aquatic vegetation (e.g., eelgrass beds).

**Information for aquaculture projects that may be required**:

- ☐ Maine Aquaculture guidelines and joint Corps/Maine DMR applications may be found at: www.maine.gov/dmr/aquaculture/index.htm.
- ☐ In addition to the information required above, applications must also include:
  - ☐ Whether canopy predator nets are being used.

# Appendix D: Instruction for USFWS iPac Project Builder/Official Species List

NOTE: These instructions are subject to change by the USFWS. Users should check this GP's Corps webpage for the latest instructions or click here.

In your internet browser go to http://ecos.fws.gov/ipac/

1. Click on get started.

2. Click on enter project location.

3. Search or zoom to your project location. (You can enter an address and then zoom in with your mouse).

4. Define your area. (Select the polygon tool and click around the boundary of your project.) or (Use the draw a line tool for linear projects)

Note: You can change/select the map from Streets to Satellite or Topo in the lower left corner of the map.
5. Click finished drawing then click confirm and select continue.

6. On the next page under Tasks (lower left), select Request an official species list. The pane will open. Select "request official species list" again.

7. A new page will open. Fill in the project information blanks with the project name, brief description, project type, lead agency, and contact information. Be sure to check the box to verify this is a legitimate project. Click on Submit Official Species List Request.

8. You will be sent an e-mail with instructions to complete the request by clicking on the link provided.

9. The site will open Official Species List Request Completed. Under the Maine Ecological Services Field Office address you will see "Official Species List Document". Click on that link and your document will open. Save and or print a copy and **include the entire report with your application**.

Note, you will receive a second e-mail with the same information. You can save the link in the event you need to return to the IPaC site for an updated list.

If a period of time has passed since your initial "Official Species List" identifier number was generated, you may choose to generate an "UPDATED SPECIES LIST". To do this, return to the IPaC homepage at http://ecos.fws.gov/ipac site. In the middle of the page, click the purple "Need an updated species list" link.

On the request an "Updated Official Species List" page, complete the information in the boxes provided. You will need the project specific official consultation code generated and stated on the original official list as well as the email address entered with the original submission.

Click "Request Updated Species List". Print, or save.

# Appendix E: Contacts and Tribal Areas of Interest

## 1. Federal

U.S. Army Corps of Engineers
Maine Project Office
675 Western Avenue #3
Manchester, ME 04351
(207) 623-8367 (phone); (207) 623-8206 (fax)

U.S. Environmental Protection Agency
5 Post Office Square
Suite 100 (OEP05–2)
Boston, MA 02109-3912
(617) 918-1589 (phone)

U.S. Fish and Wildlife Service
Maine Field Office
17 Godfrey Drive, Suite 2
Orono, ME 04473
(207) 866-3344 (phone); (207) 866-3351 (fax)
*(Federal endangered species)*

National Marine Fisheries Service
Maine Field Office
17 Godfrey Drive Suite 1
Orono, ME 04473
(207) 866-7379 (phone); (207) 866-7342 (fax)
*(Federal endangered species)*

Federal Emergency Management Agency
99 High St.
Boston, MA 02110
(877) 336-2734 (phone)
*(Flood Plain Management)*

National Marine Fisheries Service
55 Great Republic Drive
Gloucester, MA 01930
(978) 281-9102 (phone); (978) 281-9301 (fax)
*(Federal endangered species & EFH)*

National Park Service
North Atlantic Region
15 State Street
Boston, MA 02109
(617) 223-5203 (phone)
*(Wild and Scenic Rivers)*

Commander (dpb)
First Coast Guard District
One South Street - Battery Bldg
New York, NY 10004-1466
*(212) 668-7021 (phone); (212) 668-7967 (fax)*
*(bridge permits)*

## 2. State of Maine

a. Department of Environmental Protection (*State permits & Water Quality Certifications*)

Division of Land Resource Regulation
Bureau of Land and Water Quality
17 State House Station
Augusta, Maine 04333
(207) 287-7688 (phone)

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

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

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

b. Department of Agriculture, Conservation and Forestry

i. Maine Land Use Planning Commission (LUPC) (*State permits & Water Quality Certifications in the unorganized areas of the State*)

Augusta Office
22 State House Station
Augusta, Maine 04333-0022
(207) 287-2631 (phone); (207) 287-7439 (fax)

Greenville Regional Office
43 Lakeview Drive
P.O. Box 1107
Greenville, Maine 04441
(207) 695-2466 (phone); (207) 695-2380 (fax)

Rangeley Regional Office
133 Fyfe Road
PO Box 307
West Farmington, ME 04992
(207) 670-7493 (phone); (207) 287-7439 (fax)

Downeast Regional Office
106 Hogan Rd, Suite 8
Dorothea Dix Complex
Bangor, Maine 04401
(207) 941-4052 (phone); (207) 941-4222 (fax)

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

East Millinocket Regional Office
191 Main Street
East Millinocket, ME 04430
(207) 746-2244 (phone); (207) 746-2243 (fax)

ii. Maine Coastal Program

Department of Agriculture, Conservation and Forestry
Bureau of Resource Information and Land Use Planning
17 Elkins Lane {physical address}
State House Station 93
Augusta, Maine 04333-0038
(207) 287-2801 (phone); (207) 287-2353 (fax)
*(CZM consistency determinations)*

iii. Division of Parks and Public Lands

22 State House Station
Augusta, Maine 04333
(207) 287-3061 (phone); (207) 287-6170 (fax)
*(submerged lands leases)*

c. Department of Marine Resources

P.O. Box 8
West Boothbay Harbor, Maine 04575
(207) 633-9500 (phone); (207) 624-6024 (fax)
*(aquaculture leases)*

**3. Historic Properties**

a. State Historic Preservation Officer (SHPO)

Mr. Kirk F. Mohney, Director

Maine Historic Preservation Commission (MHPC)
65 State House Station
Augusta, Maine 04333-0065
(207) 287-2132 (phone); (207) 287-2335 (fax)
Area of concern: The entire State of Maine

b. Tribal Historic Preservation Officers (THPOs)

Note: The area of concern for each tribe is the entire State of Maine

THPO & Environmental Planner
*Houlton Band of Maliseet Indians*
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215 (phone)
(207) 532-6883 (fax)
envplanner@maliseets.com
ogs1@maliseets.com

THPO
*Passamaquoddy Tribe of Indians*
Pleasant Point Reservation
P.O. Box 343
Perry, Maine 04667
(207) 853-2600 (phone); (207) 853-6039 (fax)
*soctomah@gmail.com*

THPO
*Passamaquoddy Tribe of Indians*
Indian Township Reservation
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301 (phone)
(207) 796-5256 (fax); soctomah@gmail.com

THPO
*Aroostook Band of Micmacs*
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972 (phone); (207) 764-7667 (fax)
jpictou@mimca-nsn.gov

THPO
*Penobscot Nation*
Cultural and Historic Preservation Dept.
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471 (phone)
chris.sockalexis@penobscotnation.org

## 4. Organizational Websites (Note – Subject to Change):

| | |
|---|---|
| U.S. Army Corps of Engineers, N.E. District | www.nae.usace.army.mil/missions/regulatory.aspx |
| U.S. Army Corps of Engineers, Headquarters | See above link>>Useful Links>>Federal Agency Links |
| U.S. Environmental Protection Agency | www.epa.gov/owow/wetlands |
| National Marine Fisheries Service | www.nmfs.noaa.gov |
| U.S. Fish and Wildlife Service | www.fws.gov/mainefieldoffice |
| National Park Service | www.nps.gov/rivers/index.html |
| Maine Department of Environmental Protection | www.maine.gov/dep |
| Maine Department of Agriculture, Conservation and Forestry | www.maine.gov/acf/index.shtml |
| Maine Land Use Planning Commission | www.maine.gov/doc/lupc/commission/offices.shtml |
| Maine Department of Marine Resources | www.maine.gov/dmr/index.htm |
| State of Maine - Aquaculture Guidelines | www.maine.gov/dmr/aquaculture/index.htm |

# Appendix F: Definitions

**Definitions**

**Attendant Features:** Occurring with or as a result of; accompanying.

**Biodegradable:** A material that decomposes into elements found in nature within a reasonably short period of time and will not leave a residue of plastic or a petroleum derivative in the environment after degradation. Examples of biodegradable materials include jute, sisal, cotton, straw, burlap, coconut husk fiber (coir) or excelsior. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation.

**Boating facilities:** These provide, rent or sell mooring space, such as marinas, yacht clubs, boat yards, dockominiums, town facilities, land/home owners, etc. Not classified as boating facilities are piers shared between two abutting properties or town mooring fields that charge an equitable user fee based on the actual costs incurred.

**Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats, or any bottom disturbance (e.g., discing, plowing, raking, etc.), to enhance recruitment of shellfish.

**Buffer Zone:** The buffer zone of an FNP is equal to three times the authorized depth of the FNP.

**Construction mats:** Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they are installed temporarily or permanently

**Cumulative effects:** See "Direct, secondary, and cumulative effects."

**Direct, secondary, and cumulative effects:**

Direct Effects: The loss of aquatic ecosystem within the footprint of the discharge of dredged or fill material. Direct effects are caused by the action and occur at the same time and place.

Secondary Effects: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final Section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) aquatic areas drained, flooded, fragmented, or mechanically cleared, b) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, c) septic tank leaching and surface runoff from residential or commercial developments on fill, and d) leachate and runoff from a sanitary landfill located in waters of the U.S. See 40 CFR 230.11(h).

Cumulative Effects: The changes in an aquatic ecosystem that are attributable to the collective effect of a number of individual 1) discharges of dredged or fill material, or 2) structures. Although the impact of a particular discharge may constitute a minor change in itself, the cumulative effect of numerous such piecemeal changes can result in a major impairment of the water resources and interfere with the productivity and water quality of existing aquatic ecosystems. See 40 CFR 230(g).

**Dredging:**

Maintenance Dredging: Includes areas and depths previously authorized by the Corps and dredged. The Corps may require proof of authorization. Maintenance dredging typically refers to the routine removal of accumulated sediment from channel beds to maintain the design depths of navigation channels, harbors, marinas, boat launches and port facilities. Routine maintenance dredging is conducted regularly for navigational purposes (typically at least once every ten years) and does not include any expansion of the previously dredged area or depth. The Corps may review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS,

shellfish, etc. The main characteristics of maintenance dredging projects are variable quantities of material; soft, uncompacted soil; contaminant content possible; thin layers of material;occurring in navigation channels and harbors; repetitive activity

New Dredging: Dredging of an area or to a depth that has never been authorized by the Corps or dredged.

**Dredged material & discharge of dredged material:** These are defined at 323.2(c) and (d). The term dredged material means material that is excavated or dredged from waters of the U.S.

**Essential Fish Habitat (EFH):** This is broadly defined to include those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.

**Fill material & discharge of fill material:** These are defined at 323.2(e) and (f). The term fill material is defined as material placed in waters of the U.S. where the material has the effect of either replacing any portion of a water of the U.S. with dry land or changing the bottom elevation of any portion of a water of the U.S.

**Federal anchorages, Federal channels and Federal turning basin:** Refer to Appendix H for those in Maine

**Federal navigation projects (FNPs):** These areas are maintained by the Corps; authorized, constructed and maintained on the premise that they will be accessible and available to all on equal terms; and are comprised of Federal Anchorages, Federal Channels and Federal Turning Basins. The buffer zone is equal to three times the authorized depth of a FNP. More information on the following FNPs is provided at www.nae.usace.army.mil/missions/navigation.aspx >> Navigation Projects.

**Flume:** An open artificial water channel, in the form of a gravity chute, that leads water from a diversion dam or weir completely aside a natural flow. A flume can be used to measure the rate of flow.

**Frac out:** During normal drilling operations, drilling fluid travels up the borehole into a pit. When the borehole becomes obstructed or the pressure becomes too great inside the borehole, the ground fractures and fluid escapes to the surface.

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Individual Permit:** A Department of the Army authorization that is issued following a case-by-case evaluation of a specific structure or work in accordance with the procedures of 33 CFR 322, or a specific project involving the proposed discharge(s) in accordance with the procedures of 33 CFR 323, and in accordance with the procedures of 33 CFR 325 and a determination that the proposed discharge is in the public interest pursuant to 33 CFR 320.

**Maintenance:** Regulations on maintenance are provided at 33 CFR 323.4. The following definitions are applicable:

**Minor deviations:** Deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environ-mental effects resulting from such repair, rehabilitation, or replacement are minimal.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Marina reconfiguration zone:** A Corps-authorized area in which permittees may rearrange pile-supported structures and floats without additional authorizations. A reconfiguration zone does not grant exclusive privileges to an area or an increase in structure or float area.

**Navigable waters of the U.S.:** See Waters of the U.S. below.

**Overall project:** See "single and complete linear project" below.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.
**Permanent impacts:** Permanent impacts means waters of the U.S. that are permanently affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent impacts include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. Temporary impacts include waters of the U.S. that are temporarily filled, flooded, excavated, drained or mechanically cleared because of the regulated activity.
**Pre-construction notification (PCN):** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by this GP. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of these GPs. A PCN may be voluntarily submitted in cases where PCN is not required and the project proponent wants confirmation that the activity is authorized under this GP.
**Secondary effects:** See "Direct, secondary, and cumulative effects."
**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the U.S. (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for the purposes of this GP. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.
The overall project, for purposes of this GP, includes all regulated activities that are reasonably related and necessary to accomplish the project purpose.
**Single and complete non-linear project:** For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. For non-linear projects, the single and complete project must have independent utility (see definition).
**Special aquatic sites:** These include inland and saltmarsh wetlands, mud flats, vegetated shallows, sanctuaries and refuges, coral reefs, and riffle and pool complexes. These are defined at 40 CFR 230 Subpart E.
**Stream channelization:** The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.
**Temporary impacts:** See permanent impacts above.
**Utility line:** Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term 'utility line' does not include activities that drain a water of the U.S., such as drainage tile or French drains, but it does apply to pipes conveying drainage from another area.
**Vegetated shallows:** Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass and widgeon grass (*Rupiamaritima*) in marine systems (doesn't include salt marsh) as well as a number of freshwater species in rivers and lakes. Note: These areas are also commonly referred to as submerged aquatic vegetation (SAV).
**Vernal pools (VPs):** For the purposes of this GP, VPs are depressional wetland basins that typically go dry in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending upon landscape position and parent material(s). Pools usually

support one or more of the following obligate indicator species: wood frog, spotted salamander, blue-spotted salamander, marbled salamander, Jefferson's salamander and fairy shrimp. However, they should preclude sustainable populations of predatory fish.

VP areas are:

- Depression (includes the VP depression up to the spring or fall high water mark, and includes any vegetation growing within the depression),
- Envelope (area within 100 feet of the VP depression's edge), and
- Critical terrestrial habitat (area within 100-750 feet of the VP depression's edge).

Note: See footnote to GC 23. The Corps may determine during the PCN review that a waterbody should not be designated as a VP based on available evidence.

**Water diversions:** Water diversions are activities such as bypass pumping (e.g., "dam and pump") or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

**Weir:** A barrier across a river designed to alter the flow characteristics. In most cases, weirs take the form of a barrier, smaller than most conventional dams, across a river that causes water to pool behind the structure (not unlike a dam) and allows water to flow over the top. Weirs are commonly used to alter the flow regime of the river, prevent flooding, measure discharge and help render a river navigable.

**Waters of the U.S. & Waters of the United States (U.S.):** The term waters of the U.S. and all other terms relating to the geographic scope of jurisdiction are defined at 33 CFR 328. Also see Section 502(7) of the Federal CWA [33 USC 1352(7)]. Waters of the U.S. include jurisdictional wetlands. Not all waters and wetlands are jurisdictional. Contact the Corps with any questions regarding jurisdiction.

**Navigable waters:** Refer to 33 CFR 329. These waters include the following federally designated navigable waters in New England. This list represents only those waterbodies for which affirmative determinations have been made; absence from this list should not be taken as an indication that the waterbody is not navigable:

ME: All tidal waters; Kennebec River to Moosehead Lake; Penobscot River to the confluence of the East and West Branch at Medway, Maine; Lake Umbagog within the State of Maine.

# Appendix G: Additional References

**1. GC 2: Federal Jurisdictional Boundaries.**
(a) Corps Wetlands Delineation Manual, regional supplements, and Corps Wetland Delineation Data Sheets: www.nae.usace.army.mil/missions/regulatory and then "Wetlands and Jurisdictional Limits."
(b) The USFWS publishes the 1988 National List of Plant Species that Occur in Wetlands (www.nwi.fws.gov).
The Natural Resources Conservation Service (NRCS) publishes the current hydric soil definition, criteria and lists: http://soils.usda.gov/use/hydric. For the Field Indicators for Identifying Hydric Soils in N.E., see www.neiwpcc.org/hydricsoils.asp.

**2. GC 5: Single and Complete Project.**
***Single and complete project*** means the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. For example, if construction of a residential development affects several different areas of a headwater or isolated water, or several different headwaters or isolated waters, the cumulative total of all filled areas should be the basis for deciding whether or not the project will be covered by Category 1 or 2.
The ***Independent utility*** test is used to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**3. GC 8: Threatened and Endangered Species.**
(a) The following NMFS site must be referenced to ensure that listed species or critical habitat are not present in the action area [GC 8(b)] or to provide information on federally-listed species or habitat [GC 8(e)]: www.nero.noaa.gov/prot_res/esp/ListE&Tspec.pdf. Contact the USFWS for information to check for the presence of listed species (see Appendix D for contact information & procedures).
(b) The Endangered Species Act Consultation Handbook – Procedures for Conducting Section 7 Consultations and Conferences, defines action area as "all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action. [50 CFR 402.02]."

**4. GC 42: Essential Fish Habitat.**
As part of the GP screening process, the Corps may coordinate with NMFS in accordance with the 1996 amendments to the Magnuson-Stevens Fishery Conservation and Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "Essential Fish Habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." There are EFH waters throughout inland and coastal waters in Maine. For additional information, see the EFH regulations 50 CFR 600 at www.nero.noaa.gov/hcd including the "Guide for EFH Descriptions" at www.nero.noaa.gov/hcd/list.htm. Additional information on the location of EFH can be obtained from NMFS (see Appendix D for contact information).

**5. GC 4: Avoidance, Minimization and Compensatory Mitigation.**
**(a)** See www.nae.usace.army.mil/missions/regulatory and then "Mitigation" to view the April 10, 2008 "Final Compensatory Mitigation Rule" (33 CFR 332) and related documents. The Q&A document states: "In order to reduce risk and uncertainty and help ensure that the required compensation is provided, the rule establishes a preference hierarchy for mitigation options. The most preferred option

is mitigation bank credits, which are usually in place before the activity is permitted. In-lieu fee program credits are second in the preference hierarchy, because they may involve larger, more ecologically valuable compensatory mitigation projects as compared to permittee-responsible mitigation. Permittee-responsible mitigation is the third option, with three possible circumstances: (1) conducted under a watershed approach, (2) on-site and in kind, and (3) off-site/out-of-kind.
**(b)** Compensatory mitigation may take the form of wetland preservation, restoration, enhancement, creation, and/or in lieu fee (ILF) for inclusion into the Natural Resources Mitigation Fund for projects in DEP and LURC territories. Avoidance of wetland impacts will reduce the ILF dollar total for applicants. The ILF compensation program was established to provide applicants with a flexible compensation option over and above traditional permittee responsible compensation projects. See the Maine ILF Agreement at www.nae.usace.army.mil/missions/regulatory, "Mitigation" and then "Maine," or www.maine.gov/dep/blwq/docstand/nrpa/ILF_and_NRCP/index.htm.

**6. GCs 24, 15, and 43: Invasive Species.**
**(a)** Information on what are considered "invasive species" is provided in our "Compensatory Mitigation Guidance" document at www.nae.usace.army.mil/missions/regulatory under "Mitigation." The "Invasive Species" section has a reference to our "Invasive Species Control Plan (ISCP) Guidance" document, located at www.nae.usace.army.mil/missions/regulatory under "Invasive Species," which provides information on preparing an ISCP.
**(b)** The June 2009 "Corps of Engineers Invasive Species Policy" is at www.nae.usace.army.mil/missions/regulatory under "Invasive Species" and provides policy, goals and objectives.

**7. GC 44: Bank Stabilization.**
This generally eliminates bodies of water where the reflected wave energy may interfere with or impact on harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. It typically has a less adverse effect on the beach in front of it, abutting properties and wildlife. See the Corps Coastal Engineering Manual EM 1110-2-1100 at www.nae.usace.army.mil/missions/regulatory under "Useful Links and Documents" for design and construction guidance.

**8. GC 45: Stream and Wetland Crossings.**
**(a)** Projects should be designed and constructed to ensure long-term success using the most recent manual located at www.nae.usace.army.mil/missions/regulatory under "Stream and River Continuity," currently "Stream Simulation: An Ecological Approach to Providing Passage for Aquatic Organisms at Road-Stream Crossings, by the U.S. Forest Service." Section 5.3.3 is of particular importance. Sections 7.5.2.3 Construction Methods and 8.2.11 Stream-Simulation Bed Material Placement both show important steps in the project construction.
**(b)** For more information on High-Quality Stream Segments and their components see:
- **i.** High-Quality Stream Segments are shown at www.maine.gov/dep/gis/datamaps.
- **ii.** Class A Waters or Class AA Waters:

www.mainelegislature.org/legis/statutes/38/title38sec465.html, and
www.mainelegislature.org/legis/statutes/38/title38sec467.html.
- **iii.** Outstanding river segments www.mainelegislature.org/legis/statutes/38/title38sec480-P.html.

**(c)** The Massachusetts Dam Removal and the Wetland Regulations offer guidance to evaluate the positive and negative impacts of culvert replacement, including the loss of upstream wetlands, which may be offset by the overall benefits of the river restoration. See www.nae.usace.army.mil/missions/regulatory and then "Stream and River Continuity."

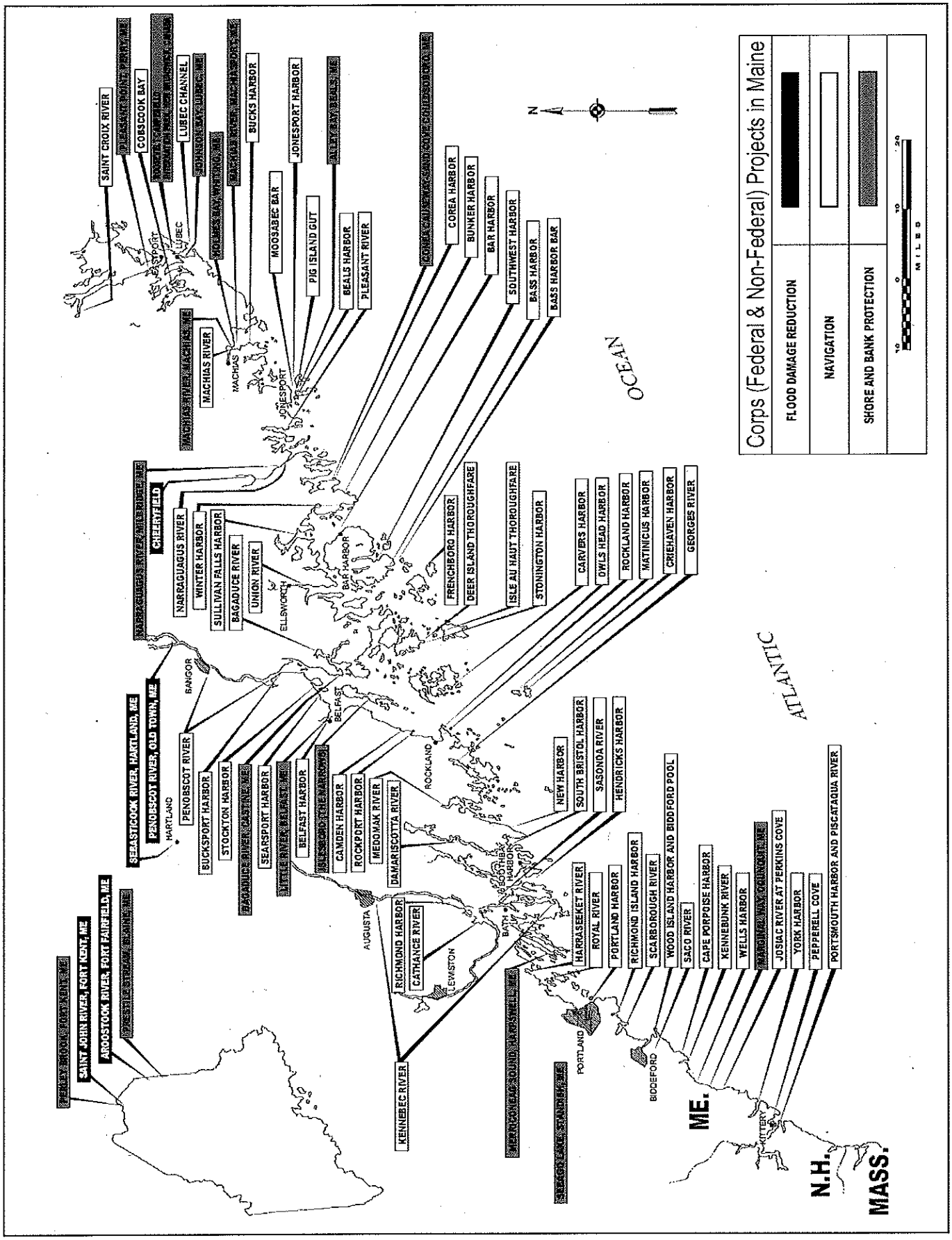
**(d)** The ME DOT's document "Waterway and Wildlife Crossing Policy and Design Guide for Aquatic Organism, Wildlife Habitat, and Hydrologic Connectivity," 3rd Edition, July 2008, may be used as guidance to evaluate impacts to aquatic, wildlife and surface water resources when designing, constructing, repairing and maintaining stream crossings. Note: Adherence to this DOT document does not ensure compliance with this GP. Projects must comply with the requirements of this GP including GC 45 and the Corps General Stream Crossing Standards contained therein. www.maine.gov/mdot/environmental-office-homepage/fishpassage/3rd%20edition%20-%20merged%20final%20version%207-01-08a1.pdf.
**(e)** GC 45(f): The Skidder Bridge Fact Sheet at www.nae.usace.army.mil/missions/regulatory under "Stream and River Continuity" may be a useful temporary span construction method.

**9. GC 45: Wetland Crossings.** The Maine DEP's crossing standards are at 06-096 DEP, Chapter 305: Permits by Rule, 9 & 10) Crossings (utility lines, pipes and cables). www.maine.gov/dep/blwq/rules/NRPA/2009/305/305_effective_2009.pdf

**10. GC 23: Protection of Vernal Pools.**
**(a)** The state's Significant Wildlife Habitat rules (Chapter 335, Section 9(C) "Habitat management standards for significant vernal pool habitat") are located at www.maine.gov/dep/blwq/docstand/nrpapage.htm#rule under "Rules."
**(b)** The following documents provide conservation recommendations:
**i.** Best Development Practices: Conserving pool-breeding amphibians in residential and commercial development in the northeastern U.S., Calhoun and Klemens, 2002. Chapter III, Management Goals and Recommendations, Pages 15 – 26, is particularly relevant. (Available for purchase at www.maineaudubon.org/resource/index.shtml and on Corps website*.)
**ii.** Science and Conservation of Vernal Pools in Northeastern North America, Calhoun and deMaynadier, 2008. Chapter 12, Conservation Recommendations section, Page 241, is particularly relevant. (Available for purchase via the internet. Chapter 12 is available on Corps website*.)
* www.nae.usace.army.mil/reg under "Vernal Pools."
**(c)** Cape Cod Curbing: For smaller roads and driveways, the most important design feature to consider is curbing. Granite curbs and some traditional curbing can act as a barrier to amphibian and hatchling turtle movements. Large numbers of salamanders have been intercepted in their migrations by curbs and catch basins. Use of Cape Cod curbs rather than traditional curbing may be one solution. Alternatively, where storm water management systems require more traditional curbing, it may be possible to design in escape ramps on either side of each catch basin. Cape Cod curbing is shown on Page 35 of the document cited in 10.b.i above. Bituminous material is not required; other materials such as granite are acceptable.
**(d)** The VP Directional Buffer Guidance document is located at www.nae.usace.army.mil/missions/regulatory under: 1) "State General Permits" and then "Maine," and 2) "Vernal Pools."

**11. GC 29: Maintenance.** River restoration projects that are designed to accommodate the natural dynamic tendencies of the fluvial system are maintained in accordance with the project's design objectives (Category 1) or the Corps authorization letter (Category 2). These projects are generally designed to support and implement channel assessment and management practices that recognize a stream's natural dynamic tendencies.

# Appendix H: Federal Navigation Projects in Maine



October 13, 2015
Supersedes August 06, 2015

# STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
http://maine.gov/mdot/contractors/publications/standarddetail/

| Detail # | Description | Revision Date |
|---|---|---|
| 501(02) | Pipe Pile Splice | 3/05/2015 |
| 501(03) | H – Pile Splice | 3/05/2015 |
| 504(07) | Diaphragm & Crossframe Notes | 10/13/2015 |
| 507(13) | Steel Bridge Railing | 6/03/2015 |
| 507(14) | Steel Bridge Railing | 6/03/2015 |
| 507(31) | Barrier – Mounted Steel Bridge | 8/06/2015 |
| 526(02) | Temporary Concrete Barrier | 8/06/2015 |

SUPPLEMENTAL SPECIFICATIONS
(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 RESPONSIBILITES

104.4.4 Coordination of Road Closure / Bridge Closure / Bridge Width Restrictions
Revise the last sentence by adding a period after 'Resident'; remove the "and" after Resident; and adding "**not covered by Pay Items**" between 'costs' and 'will'. So that the last paragraph reads "**All Newspaper notices, radio announcements and any notifications will be subject to the approval of the Resident. All costs not covered by Pay Items will be considered incidental to the Contract**.".

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."**

105.6.2.4 Department Verification Add the following to the end of the first sentence:
"**or other approved method, such as reference staking, to allow the Department to independently verify the accuracy of the work, as approved by the Department."**

# SECTION 106
# QUALITY

106.4.1 General - In the first sentence, remove "When required by Special Provision," and replace with **"When required elsewhere in the Contract, "**

# SECTION 108
# PAYMENT

108.3 Retainage - Remove the paragraph beginning with " The Contractor may withdraw…" in its entirety.

108.4.1 Price Adjustment for Hot Mix Asphalt:
Remove this section in its entirety and replace with the following

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

**Item 403.102 Hot Mix Asphalt – Special Areas**
**Item 403.206 Hot Mix Asphalt - 25 mm**

**Item 403.207 Hot Mix Asphalt - 19 mm**
**Item 403.2071 Hot Mix Asphalt - 19 mm (Polymer Modified)**
**Item 403.2072 Hot Mix Asphalt - 19 mm (Asphalt Rich Base)**
**Item 403.208 Hot Mix Asphalt - 12.5 mm**
**Item 403.2081 Hot Mix Asphalt - 12.5 mm (Polymer Modified)**
**Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)**
**Item 403.210 Hot Mix Asphalt - 9.5 mm**
**Item 403.2101 Hot Mix Asphalt - 9.5 mm (Polymer Modified)**
**Item 403.2102 Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)**
**Item 403.2104 Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)**
**Item 403.21041 Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)**
**Item 403.211 Hot Mix Asphalt – Shim**
**Item 403.2111 Hot Mix Asphalt – Shim (Polymer Modified)**
**Item 403.212 Hot Mix Asphalt - 4.75 mm (Shim)**
**Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)**
**Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)**
**Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)**
**Item 403.214 Hot Mix Asphalt - 4.75 mm (Surface)**
**Item 403.235 Hot Mix Asphalt (High Performance Rubberized HMA)**
**Item 403.301 Hot Mix Asphalt (Asphalt Rubber Gap-Graded)**
**Item 404.70 Colored Hot Mix Asphalt – 9.5mm (Surface)**
**Item 404.72 Colored Hot Mix Asphalt – 9.5mm (Islands, sidewalks, & incidentals)**
**Item 461.13 Light Capital Pavement**
**Item 462.30 Ultra-Thin Bonded Wearing Course**
**Item 462.301 Polymer Modified Ultra-Thin Bonded Wearing Course**

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

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

**Item 403.102–6.2%**
**Item 403.206–4.8%**
**Item 403.207–5.2%**
**Item 403.2071–5.2%**
**Item 403.2072–5.8%**
**Item 403.208–5.6%**
**Item 403.2081–5.6%**
**Item 403.209–6.2%**
**Item 403.210–6.2%**

**Item 403.2101–6.2%**
**Item 403.2102–6.8%**
**Item 403.2104–6.2%**
**Item 403.21041–6.2%**
**Item 403.211–6.2%**
**Item 403.2111–6.2%**
**Item 403.212–6.8%**
**Item 403.213–5.6%**
**Item 403.2131–5.6%**
**Item 403.2132–6.2%**
**Item 403.214–6.8%**
**Item 403.235–5.5%**
**Item 403.301–6.2%**
**Item 404.70–6.2%**
**Item 404.72–6.2%**
**Item 461.13–6.5%**
**Item 462.30–0.0021 tons/SY**
**Item 462.301–0.0021 tons/SY**

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

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

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

## SECTION 109
## CHANGES

109.5.1 Definitions - Types of Delays
Delete Paragraph ‘A’ in its entirety and replace with:

“A. Excusable Delay Except as expressly provided otherwise by this Contract, an "Excusable Delay" is a Delay to the Critical Path that is directly and solely caused by (1) a weather related Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an adjustment of time if the Project falls within the geographic boundaries prescribed under the disaster declaration. or (2) a flooding event at the effected location of the Project that results in a Q25 headwater elevation, or greater, but less than a Q50 headwater elevation. Theoretical headwater elevations will be determined by the

Department; actual headwater elevations will be determined by the Contractor and verified by the Department or (3) An Uncontrollable Event."

## 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**

203.042 Rock Excavation and Blasting
On page 2-16, add the word "**No**" to the third sentence in Section 5 Submittals, Subsection V, 1 so that it reads:
"***No* blasting products will be allowed on the job site if the date codes are missing**."

## 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'.

304.02 – Aggregate Add the following sentence before the sentence starting with "When designated on the plans…": **"Aggregate Base Course – Type C will be capped with 2" of millings or Untreated Aggregate Surface Course – Type B. Payment for this material will be made under 304.16"**

## SECTION 307
## FULL DEPTH RECYCLED PAVEMENT

Remove this Section in its entirety and replace with:

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

**<u>307.01 Description</u> 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

**<u>307.02 Pulverized Material</u> 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.**

**<u>307.021 New Aggregate and Additional Recycled Material</u> 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.**

**<u>307.022 Emulsified Asphalt Stabilizer</u>. 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.**

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

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

**<u>307.025 Hydrated Lime</u> If required, Hydrated Lime shall meet the requirements of AASHTO M216.**

**EQUIPMENT**

**<u>307.03 Pulverizer</u> 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.**

**<u>307.04 Liquid Mixer Unit or Distributor</u>. 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$^2$ with uniform pressure and with an allowable variation from any specified rate not to exceed 0.01 gal/ yd$^2$. 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.**

**<u>307.041 Cement or Lime Spreader</u> 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.**

**<u>307.05 Placement Equipment</u> 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.**

**<u>307.06 Rollers</u> 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$^2$, 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

**<u>307.06 Pulverizing</u> 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.**

**<u>307.07 Weather Limitations</u> Full depth recycled work shall be performed when;**

**A. Recycling operations will be allowed between May 15th and September 15th 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.**

**<u>307.08 Surface Tolerance</u> 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 ⅜ inch.**

**<u>307.09 Full Depth Recycling Procedure</u> 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 ⅜ 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 <u>307.04</u> 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 <u>307.041.</u> 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.**

**<u>307.091 Repairs</u> 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

**<u>307.10 Quality Control</u> 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.**

**<u>307.101 Test Strip</u> 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 |

**<u>308.102 Curing</u>. 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.**

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

**<u>307.12 Basis of Payment</u> 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:**

| Pay Item | Pay Unit |
|---|---|
| **307.331 Full Depth Recycled Pavement (Untreated)** | **Square Yard** |
| **307.332 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 5 in. depth** | **Square Yard** |
| **307.333 Full Depth Recycled Pavement (with Emulsified Asphalt Stabilizer) 6 in. depth** | **Square Yard** |

## SECTION 411
## UNTREATED AGGRAGATE SURFACE COURSE

411.02 – Aggregate Add the following to the end of the first sentence: **"- Type A"**

## SECTION 501
## FOUNDATION PILES

501.05 – Method of Measurement

b. Piles Furnished – After the second sentence, add the sentence **"Measurement will not include any pile tips"**.

c. Piles in Place – Add the sentence to the end of the second paragraph, **"Measurement will include the pile tips"**.

d. Pile Tips – Add the words "**on the Pile**" to the end of the sentence.

## 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 | 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."

Note #1 - Remove, **"…Standard Specification Section 711.05, Protective Coating for Concrete Surfaces, and per the manufacturer's recommendations, at no additional cost to the Department."** and replace with, **"…Standard Specification Section 515, Protective Coating for Concrete Surfaces, at no additional cost to the Department."**

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 ≥ 56 days. Four 4 inch x 8 inch cylinders will be cast per sublot placed. The average of three concrete specimens per sublot 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 not meeting the requirements listed in Table 1 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

In 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, revise the Chloride Permeability section by removing it in its entirety and replacing it with:

| Surface Resistivity {Permeability in Kohm-cms and Pay Reduction per CY} | | | |
|---|---|---|---|
| 15-16 ($50) | 13 ($25) | N/A | N/A |
| 13-14 ($75) | 12($50) | N/A | N/A |
| 12 ($100) | 11 ($75) | N/A | N/A |
| 11 ($125) | 10 ($100) | N/A | N/A |
| < 11 (Removal) | < 10 (Removal) | N/A | N/A |

## SECTION 504
## STRUCTURAL STEEL

504.26 Welding Remove the second paragraph beginning with "The range of heat…." in its entirety.

504.29 Welding ASTM A 709 HPS 70W Steel. Remove the third paragraph beginning with "Make Weld runoff tabs…" in its entirety.

# SECTION 527
## ENERGY ABSORBING UNIT

527.02 Materials This section is revised to read as follows.

527.02 Materials Work Zone Crash Cushions must comply with NCHRP Report 350. Work Zone Crash Cushions shall be selected from MaineDOT's Qualified Products List of Crash Cushions / Impact Attenuators, or an approved equal.

**Acceptance Testing of Precast/Prestressed Concrete**
**Suggested Revisions to the Standard Specification to Require Acceptance Testing to be done by Representatives of the MaineDOT**

# SECTION 534
## PRECAST STRUCTURAL CONCRETE

534.14 Process Control Test Cylinders
Revise this subsection to read:
"**534.14 Acceptance and Quality Control Testing of Concrete Refer to Section 712.061**."

# SECTION 535
## PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

Section 535.08 – Quality Assurance
Revise the second paragraph to read:

**"The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."**

Section 535.15 - Process Control Test Cylinders
Revise the first paragraph to read:

**"535.15 Acceptance and Quality Control Testing of Concrete Acceptance of structural precast/prestressed units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All**

**testing equipment required by the QAI to perform this testing shall be provided in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made."**

Insert the following as the second paragraph of Section 535.15:

**"Quality Control concrete test cylinders shall be made for each day's cast and each form bed used. Cylinders tested to determine strand release strength and design strength shall be field cured in accordance with AASHTO T23 (ASTM C31). 28 day cylinders shall be standard cured. Record unit identification, entrained air content, water-cement ratio, slump flow and temperature of the sampled concrete at the time of cylinder casting."**

# SECTION 604
## MANHOLES, INLETS CATCH BASINS

604.04 Adjusting Catch Basins and Manholes**,**

Add the following paragraph to the end of 604.04 b:

**The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.**

Add the following paragraph after the first paragraph of 604.04 c:

**The Department will allow the use of metal ring inserts set into the manhole top frame or composite risers placed beneath the manhole frame to adjust manhole slope and grade for paving projects. The use of metal ring inserts shall be in accordance with 604.04 d. Ring Insert Requirements. The use of composite risers shall be in accordance with 604.04 e. Composite Riser Requirements.**

Add the following sections to 604.04:

**d. Ring Insert Requirements Ring inserts to adjust manhole top frame slope and grade will are allowed in accordance with the following requirements:**

**1) Materials**

**i. All ring inserts must be made of iron. *Multiple ring inserts will not be allowed.* The single ring insert may be any height up to a maximum of 2 inches tall.**

**ii. Ring inserts shall not be welded to the manhole frame to prevent brittle failure of the cast iron frame.**

**iii. Ring inserts shall be fastened to the manhole frame using liquid steel-filled epoxy such as Loctite Fixmaster Steel Liquid or equivalent. The epoxy shall be installed in accordance with the manufacturer's recommendations.**

**2) Where Ring Inserts May/May Not Be Used**

**i. MaineDOT will allow the use of a single manhole ring insert to raise manholes on state and state-aid highways.**

**ii. *Manhole ring inserts may not be used along state and state-aid highway sections where the speed limit is 40 miles per hour or more.* The standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.**

**3) Construction Requirements For The Use of Iron Manhole Ring Inserts**

**i. Wherever iron ring inserts are used to raise manhole top elevations, the rings shall be fastened to the existing manhole frame using liquid steel-filled epoxy. The liquid steel-filled epoxy shall be placed evenly around the entire manhole frame before placing the ring insert. *Unbonded ring inserts will not be allowed.* If the manufacturer's recommended construction practices result in loose or unacceptable manhole cover restraint, standard brick and mortar or flat composite risers beneath the manhole frame must be used at these locations.**

**e. Composite Riser Requirements Flat or beveled, doughnut-shaped, composite risers placed beneath the manhole frame to adjust slope and grade are allowed. The composite riser shall be fastened to both the top of the concrete cone and bottom of the manhole frame with the manufacturer's recommended epoxy. Composite risers may be used at all locations on state and state-aid highways under any legal speed limit without restriction.**

## SECTION 606
## GUARDRAIL

606.09 Basis of Payment Amend the first sentence of the eighth paragraph of this subsection by removing the word "meter" and replace it with "linear foot".

## 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**"

In the list of Pay Items add "**619.13 Bark Mulch**" with a Pay Unit of " **CY** ".
Change the description of 619.1301 from "Bark Mulch" to "**Mulch – Plan Quantity**"

In the list of Pay Items add "**619.14 Erosion Control Mix**" with a Pay Unit of " **CY** ".
Change the description of 619.1401 from "Erosion Control Mix" 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 626
# FOUNDATIONS, CONDUIT AND JUNTION BOXES FOR HIGHWAY SIGNING, LIGHTING AND SIGNALS

626.033 Polyvinylchloride Conduit Installation Amend the following subsection by adding the following paragraph to its end:

"NON-METALLIC UNDER PAVEMENT CONDUIT INSTALLATION

**Where noted on the drawings, non-metallic under pavement conduit of schedule 80 or greater rating shall be provided to facilitate conduit crossing of the existing highway and ramps without disruption to the existing highway and ramp pavement surface. The non-metallic under pavement conduit shall be hydraulically jacked or directional bored below the highway and ramp at a depth of not less than (36 inches). Under pavement conduit shall extend for a distance of (10 feet) beyond the highway or ramp edge at each side."**

626.034 Concrete Foundations
On Page 6-85, add the following paragraph before the paragraph beginning with "Drilled shafts shall not be…".

**" No foundation design will be required for 18- and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. A foundation design prepared by a Professional Engineer licensed in accordance with the laws of the State of Maine will be required for all other foundations Precast foundations will be permitted for**

**18 and 24-inch diameter foundations for structures less than 30-feet tall and with no projecting arms. Where precast foundations are permitted flowable concrete fill shall be used as backfill in the annular space, and placed from the bottom up. Construction of precast foundations shall conform to the Standard Details and all requirements of Section 712.061 except that the concrete shall have a minimum permeability of 17 kOhm-cm and the use of calcium nitrite will not be required. "**

On Page 6-86, add the following to the paragraph beginning with "Concrete for drilled shafts…" so that it reads as follows:

"….The Contractor shall provide temporary dewatering of excavations for foundations such that concrete is placed in the dry. **Concrete for drilled shafts shall be placed in accordance with Section 502.10 as temporary casing is withdrawn to prevent debris from contaminating the foundation and to ensure concrete is cast against the surrounding soil. Concrete for drilled shafts and spread footings shall be Class A in accordance with Section 502 - Structural Concrete. Precast foundations will not be permitted except as specified above in this Section.** Backfill for spread footing foundations shall be Gravel Borrow meeting the requirements of Section 703.20 - Gravel Borrow….."

626.05 Basis of Payment Amend this subsection by adding the following paragraph and Pay Item:

"**Payment will be made for the total number of (linear feet) of under pavement conduit actually furnished, installed and accepted at the contract price per (linear foot). This price shall include the cost of: furnishing and installing the conduit; excavating; furnishing special backfilling materials, pull wire, fittings, grounding and bonding; test cleaning interiors of conduits and all materials, labor, equipment and incidentals necessary to complete the work**."

| **Pay Item** | **Pay Unit** |
|---|---|
| 626.251 Non-Metallic Under pavement Conduit (Schedule 80 or greater rating) | (Linear Foot) |

## SECTION 627
## PAVEMENT MARKINGS

627.10 Basis of Payment Remove the existing "627.78 Temporary Pavement Marking Line, White or Yellow" and replace with: **627.78 TEMP 4" PAINT PVMT MARK LINE W OR Y LF**

## SECTION 652

# MAINTENANCE OF TRAFFIC

652.3 Submittal of Traffic Control Plan On page **6-148**, note **f,** in the last sentence revise the "105.2.2" to "105.2.3" so that the last sentence reads, "**For a related provision, see Section 105.2.3 – Project Specific Emergency Planning**.".

652.3.4 General Revise the eighth paragraph by removing "Earth Berm" and replace it with "**Concrete Barrier**".

652.4 Flaggers In the first paragraph, revise the fifth sentence which says:

For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360˚ retro-reflectivity.

So that it reads:

**For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, including a Class 3 top (vest, shirt or jacket) and a Class E bottom (pants or coveralls), shall be worn along with a hardhat with 360 ˚ retro-reflectivity.**

652.41 TRAFFIC OFFICERS
Revise this subsection so that the subsection number and title is
"**652.4.1 TRAFFIC OFFICERS** "

# SECTION 656
# TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.2 If No Pay Item Add the following to the end of the first paragraph:
**"Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 will result in a violation letter and a reduction in payment as shown in the schedule list in 656.5.1. The Department's Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."**

# SECTION 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 674
## PREFABRICATED CONCRETE MODULAR GRAVITY WALL

674.02 Materials
Amend this section by adding the following after "Concrete Units:" and before the paragraph beginning with "Tolerances ".

**Concrete shall be Class P. The concrete shall contain a minimum of 5.5 gallons per cubic yard of calcium nitrite solution.**

**The minimum permeability of the concrete as indicated by Surface Resistivity shall be 17 KOhm-cm.**

**Defects Defects which may cause rejection of precast units include, but are not limited to, the following:**

**Any discontinuity (crack, rock pocket, etc.) of the concrete which could allow moisture to reach the reinforcing steel.**
**Rock pockets or honeycomb over 6 square inches in area or over 1 inch deep.**
**Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.**
**Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure, as determined by the Fabrication Engineer.**

**Repair honeycombing, ragged or irregular edges and other non-structural or cosmetic defects using a patching material from the MaineDOT Qualified Products List (QPL). The repair, including preparation of the repair area, mixing and application and curing of the patching material, shall be in accordance with the manufacturer's product data sheet. Corners that are not exposed in the final product may be ground smooth with no further repair necessary if the depth of the defect does not exceed 1/2 inch. Remove form ties and other hardware to a depth of not less than 1 inch from the face of the concrete and patch the holes using a patching material from the MaineDOT QPL.**

**Repair structural defects only with the approval of the Fabrication Engineer. Submit a nonconformance report (NCR) to the Fabrication Engineer with a proposed repair procedure. Do not perform structural repairs without an NCR that has been reviewed by the Fabrication Engineer. Structural defects include, but are not be limited to, exposed reinforcing steel or strand, cracks in bearing areas, through cracks and cracks 0.013 inch**

**in width that extend more than 12 inches in length in any direction. Give the QAI adequate notice prior to beginning any structural repairs.**

## SECTION 677

On page 6 - 203 change “636.041” to “677.041”

## SECTION 703
## AGGREGATES

703,0201 Alkali Silica Reactive Aggregates
Remove this section in its entirety and replace with the following:

**703.0201 Alkali Silica Reactive Aggregates. All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.**
**As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.**

**Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:**

**Class F Coal Fly Ash meeting the requirements of AASHTO M 295.**
**Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.**

**Densified Silica Fume meeting the requirements of AASHTO M 307.**
**Lithium based admixtures**
**Metakaolin**

**Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.**

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.** "

703.19 Granular Borrow

Remove the gradation requirements table, and replace with the following:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves | |
|---|---|---|
| | Material for Underwater Backfill | Material for Embankment Construction |
| 6 inch | 100 | |
| No. 40 | 0-70 | 0-70 |
| No. 200 | 0-7.0 | 0-20.0 |

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 712
## MISCELLANEOUS HIGHWAY MATERIAL

Section 712.061- Structural Precast Concrete Units

Under the heading, Quality Control and Quality Assurance, revise the fourth paragraph to read:

**"Acceptance is the prerogative of the Department. The Department will conduct Quality Assurance (QA) in accordance with Standard Specification Subsection 106.5. Testing deemed necessary by the Department that is in addition to the minimum testing**

**requirements will be scheduled to minimize interference with the production schedule. The QAI will perform acceptance sampling and testing and will witness or review documentation, workmanship and testing to assure the Work is being performed in accordance with the Contract Documents."**

Under the heading, Concrete Testing, revise the first paragraph to read as the following two paragraphs:

**"Concrete Testing Acceptance of structural precast units, for each day's production, will be determined by the Department, based on compliance with this specification and satisfactory concrete testing results. At least once per week, the QAI will make 2 concrete cylinders (6 cylinders when the Contract includes permeability requirements) for use by the Department; cylinders shall be standard cured in accordance with AASHTO T23 (ASTM C31). The QAI will perform entrained air content and slump flow testing, determine water-cement ratio and determine temperature of the sampled concrete at the time of cylinder casting. All testing equipment required by the QAI to perform this testing shall be in accordance with Standard Specification Section 502.041, Testing Equipment. In addition, the Contractor shall provide a slump cone meeting the requirements of AASHTO T 119. Providing and maintaining testing and curing equipment shall be considered incidental to the work and no additional payment will be made.**

**Quality Control test cylinders shall be made and tested in accordance with the following standards:**

**AASHTO T 22 (ASTM C39) Test Method for Compressive Strength of Cylindrical Concrete Specimens**
**AASHTO T23 (ASTM C31) Practice for Making and Curing Concrete Test Specimens in Field**
**AASHTO T141 (ASTM C172) Practice for Sampling Freshly Mixed Concrete**
**AASHTO T152 (ASTM C231) Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method**
**AASHTO T196 (ASTM C173) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method**
**ASTM C1064 Test Method for Temperature of Freshly mixed Portland Cement Concrete**
**ASTM C1611 Standard Test Method for Slump Flow of Self-Consolidating Concrete"**

Under the heading, Concrete Testing, **delete** the paragraph that begins:
"At least once per week, the Contractor shall make 2 concrete cylinders..…for use by the Department….."

## 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**”

# APPENDIX A TO DIVISION 100

## SECTION 1 - BIDDING PROVISIONS

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

> the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

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

**********

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

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

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

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## SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later that one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

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

**********

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

§60-4.2 Solicitations

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

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

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade
Maine
001 Bangor, ME 0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

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

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

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

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

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

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

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

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

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;

   d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as expensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitation to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both make and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)

10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location sat which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

**Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS**.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

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

A. Buy America

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

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

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

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

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

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

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

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

B. Materials

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

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

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

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

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a

prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

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

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

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

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

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

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

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

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are

permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

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

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

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

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

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

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

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

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

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

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.
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**Cargo Preference Act :** Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels."(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply."
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Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS**
**FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment,

termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability.

The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women.

Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even

though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

## III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a

different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273

**The United States Department of Transportation (USDOT)**

**FHWA STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES**

**DOT Order No. 1050.2A**

The Maine Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through The Federal Highway Administration (FHWA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

***FHWA may include additional Statutory/Regulatory Authorities here.***

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FHWA..*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

***FHWA may include additional General Assurances in this section, or reference an addendum here.***

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   *The (Agency), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

***FHWA may include additional Specific Assurances in this section.***

By signing this ASSURANCE, Maine Department of Transportation also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by *FHWA*. You must keep records, reports, and submit the material for review upon request to FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maine Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on Maine Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. . The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

***Name of Recipient: Maine Department of Transportation***

***David Bernhardt, Commissioner***

DATED: 9/18/14

# APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**,, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(APPENDIX C TO MAINEDOT TITLE VI ASSURANCE)**

**FEDERAL HIGHWAY ADMINISTRATION ASSISTED PROGRAMS**

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into

by the Maine Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Maine Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Maine Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Maine Department of Transportation and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary inorder to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by The Maine Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discriminations, (3) that the (grantee, licensees, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***The Maine Department of Transportation***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***The Maine Department of Transportation***) will there upon revert to and vest in and become the absolute property of (***The Maine Department of Transportation***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 et seq.).

# Environmental Summary Sheet

**WIN: 20466.00** **Date Submitted: 3/22/16**
**Town: Naples**
**CPD Team Leader: Kristen Chamberlain**
**ENV Field Contact: Mike Clark**

**NEPA Complete: 2/17/16-Individual Categorical Exclusion**

☒ **Section 106**
SHPO Concurrence-No Effect
Section 106 Resources: None

☒ **Section 4(f) and 6(f)**
Section 4(f)
Review Complete-no properties
Section 6(f)
Not Applicable

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**
**Not Applicable** **Timing Window: Not Applicable**

☒ **Section 7**

**Species of Concern: Northern Long-Eared Bat-Not Likely to Adversely Affect**
**Comments/References:** Acoustic survey completed –NLEBs not detected. Project Submittal Form submitted to USFWS under FHWA Programmatic Consultation. No avoidance/minimization measures required.

**Species of Concern: Small-Whorled Pogonia- No Effect**
**Comments/References:**

☒ **Essential Fish Habitat**
**Not Present**

☒ **Maine Department of Conservation/Public Lands, Submerged Land Lease**
Not Applicable

☒ **Maine Land Use Regulation Commission**
Not Applicable

☒ **Maine Department of Environmental Protection**
Exempt from Permitting- 480Q-2d

☒ **Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
**Category 2**
-Work Start Notification Form and Compliance Certification Form must be completed by Resident and/or ENV Field Contact and submitted to the Corps with copy to David Gardner and Kristen Chamberlain
-In-water work window July 15-October 15

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

☒ **Stormwater Review**
**N/A**

☒ **Special Provisions Required**

| | | |
|---|---|---|
| **Special Provision 105-Timing of Work Restriction** | N/A☐ | **Applicable**☒ |
| **Special Provision 656-Minor Soil Disturbance** | N/A☒ | Applicable☐ |
| **Standard Specification 656-Erosion Control Plan** | 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: 3/22/16*