

Updated 05/15/2020

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, March 2020 Edition.*

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. 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 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 information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

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

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____, for payment which Principal and Surety bind

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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.

RFI No: _____

Date _____ **Time** _____

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

Question(s):_____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

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

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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 <https://www.maine.gov/mdot/civilrights/dbe/>

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

DBE GOAL NOTICE FFY 2019-2021
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 (MaineDOT) has established a Disadvantaged Business Enterprise Program (DBE) for disadvantaged business participation in the federal-aid highway and bridge construction programs; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2019-21 (October 1, 2018 through September 30, 2021) MaineDOT has established an annual DBE participation goal of **2.4%** 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, 2021. 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 placing 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 2.4% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.pdf>

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

W B E	D B E	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated \$ Value
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/civilrights/>**

Rev. 01/15

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

<https://www.maine.gov/mdot/civilrights/dbe/>

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 Schoodic Bridge Replacement and Covered Bridge Wearing Surface Rehabilitation in the town of **CHERRYFIELD**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 7, 2020 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 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. 2223000 WIN 022230.00, 2229400 WIN 022294.00

Location: In Washington County, Schoodic bridge is located on Route 193/ SA-1/ North Main street over Schoodic Brook approximately 0.4 of a mile southerly of Deblois town line. Covered bridge is located on Route 1/ Milbridge Road over Narragaus river approximately 0.1 of a mile easterly of Route 182 junction.

Scope of Work: Schoodic Bridge replacement and Covered Bridge wearing surface rehabilitation 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 (or if that Monday is a state holiday, Friday) 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 MaineDOT Building in Augusta, Maine, and at the Department of Transportation's Regional Office in Bangor. 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 \$36.00 (\$40.50 by mail). Half size plans \$18.00 (\$21.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

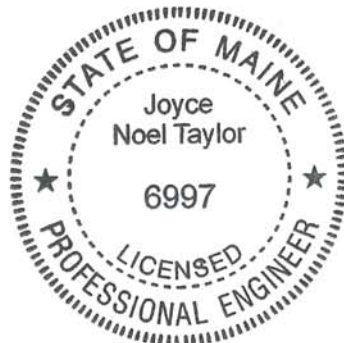
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$60,000.00 payable to Treasurer, State 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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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 MaineDOT to reject any or all bids.

Augusta, Maine
September 16, 2020



A handwritten signature in blue ink that reads "Joyce Noel Taylor".

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

NOTICE

(COVID-19 Pandemic)

The Department considers the COVID-19 Pandemic an Uncontrollable Event as defined in Section 101.2 of the Department's Standard Specifications.

Accordingly, any documented delay to the project's Critical Path due to COVID-19 related issues, such as impacted workforce, subcontracts, or material supply, will be considered an Excusable Delay as defined in Section 109.5(A)(3) of the Department's Supplemental Specifications.

As an Excusable Delay, the Contractor is entitled to an extension of time provided that other associated notification, documentation, and procedural requirements set forth in the Contract are met.

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.19 REMOVING EXISTING BRIDGE	LUMP SUM				
0020	202.202 REMOVING PAVEMENT SURFACE	350.000 SY				
0030	203.20 COMMON EXCAVATION	733.000 CY				
0040	203.24 COMMON BORROW	80.000 CY				
0050	203.25 GRANULAR BORROW	370.000 CY				
0060	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	700.000 CY				
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	611.000 CY				
0080	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	141.000 T				
0090	403.213 HOT MIX ASPHALT 12.5 MM BASE	183.000 T				
0100	409.15 BITUMINOUS TACK COAT - APPLIED	57.000 G				
0110	424.304 HIGH MOLECULAR WEIGHT METHACRYLATE CRACK SEALER	73.000 G				
0120	461.131 TEMPORARY PAVEMENT	110.000 T				

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Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	501.231 DYNAMIC LOADING TEST	2.000 EA				
0140	501.50 STEEL H-BEAM PILES 89 LBS/FT, DELIVERED	358.000 LF				
0150	501.501 STEEL H-BEAM PILES 89 LBS/FT, IN PLACE	358.000 LF				
0160	501.90 PILE TIPS	8.000 EA				
0170	501.91 PILE SPLICES	4.000 EA				
0180	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM		LUMP SUM		
0190	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM		LUMP SUM		
0200	502.261 STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON CONCRETE BRIDGE	LUMP SUM		LUMP SUM		
0210	502.291 SAW CUT GROOVING	LUMP SUM		LUMP SUM		
0220	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM		LUMP SUM		
0230	502.45 STRUCTURAL CONCRETE APPROACH SLABS	5.000 CY				

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Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM		LUMP SUM		
0250	502.701 BRIDGE DRAIN GRATE MODIFICATION	1.000 EA				
0260	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	20,010.000 LB				
0270	503.13 REINFORCING STEEL, PLACING	20,615.000 LB				
0280	503.26 STAINLESS STEEL REINFORCEMENT - FABRICATED & DELIVERED	5,040.000 LB				
0290	503.27 STAINLESS STEEL REINFORCEMENT - PLACING	5,040.000 LB				
0300	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM		LUMP SUM		
0310	510.10 SPECIAL DETOUR _____ ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED 15 FT	LUMP SUM		LUMP SUM		
0320	511.07 COFFERDAM: ABUTMENT 1	LUMP SUM		LUMP SUM		
0330	511.07 COFFERDAM: ABUTMENT 2	LUMP SUM		LUMP SUM		
0340	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM		LUMP SUM		

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Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 8 IN.	10.000 SF	_____	_____	_____	_____
0360	518.52 REPAIR OF UPWARD FACING SURFACES >= 8 IN.	29.000 CY	_____	_____	_____	_____
0370	518.60 REPAIR OF VERTICAL SURFACES < 8 IN.	119.000 SF	_____	_____	_____	_____
0380	518.61 REPAIR OF VERTICAL SURFACES >= 8 IN.	2.000 CY	_____	_____	_____	_____
0390	520.233 EXPANSION DEVICE - SILICONE COATED PRECOMPRESSED FOAM	152.000 LF	_____	_____	_____	_____
0400	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP SUM	LUMP SUM		_____	_____
0410	527.34 WORK ZONE CRASH CUSHIONS	4.000 UN	_____	_____	_____	_____
0420	530.30 GFRP, REINFORCEMENT BARS, FABRICATED & DELIVERED	12,980.000 LF	_____	_____	_____	_____
0430	530.31 GFRP, REINFORCEMENT BARS, PLACING	12,980.000 LF	_____	_____	_____	_____
0440	535.622 PRESTRESSED STRUCTURAL CONCRETE NEXT BEAM	LUMP SUM	LUMP SUM		_____	_____

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Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0450	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	113.000 LF	_____	_____	_____	_____
0460	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	4.000 EA	_____	_____	_____	_____
0470	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA	_____	_____	_____	_____
0480	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8.000 EA	_____	_____	_____	_____
0490	610.08 PLAIN RIPRAP	416.000 CY	_____	_____	_____	_____
0500	610.18 STONE DITCH PROTECTION	12.000 CY	_____	_____	_____	_____
0510	613.319 EROSION CONTROL BLANKET	89.000 SY	_____	_____	_____	_____
0520	615.10 DIRTY BORROW	53.000 CY	_____	_____	_____	_____
0530	618.14 SEEDING METHOD NUMBER 2	9.000 UN	_____	_____	_____	_____
0540	619.12 MULCH	9.000 UN	_____	_____	_____	_____
0550	619.14 EROSION CONTROL MIX	105.000 CY	_____	_____	_____	_____
0560	620.58 EROSION CONTROL GEOTEXTILE	620.000 SY	_____	_____	_____	_____

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Proposal Schedule of Items

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	620.66 DRAINAGE GEOCOMPOSITE	75.000 SY	_____	_____	_____	_____
0580	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	1,425.000 LF	_____	_____	_____	_____
0590	627.77 REMOVING PAVEMENT MARKINGS	428.000 SF	_____	_____	_____	_____
0600	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	1,210.000 LF	_____	_____	_____	_____
0610	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	_____	_____	_____
0620	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	10.000 HR	_____	_____	_____	_____
0630	631.11 AIR TOOL (INCLUDING OPERATOR)	10.000 HR	_____	_____	_____	_____
0640	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0650	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0660	631.21 ROAD BROOM (INCLUDING OPERATORS AND HAULER)	10.000 HR	_____	_____	_____	_____
0670	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____

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Proposal ID: 022230.00

Project(s): 022230.00, 022294.00

SECTION: 1

Project Items

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0680	643.72 TEMPORARY TRAFFIC SIGNAL COVERED BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
0690	643.72 TEMPORARY TRAFFIC SIGNAL SCHOODIC BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
0700	652.312 TYPE III BARRICADE	8.000 EA	_____	_____	_____	_____
0710	652.33 DRUM	75.000 EA	_____	_____	_____	_____
0720	652.34 CONE	150.000 EA	_____	_____	_____	_____
0730	652.35 CONSTRUCTION SIGNS	800.000 SF	_____	_____	_____	_____
0740	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP	SUM	_____	_____
0750	652.38 FLAGGER	850.000 HR	_____	_____	_____	_____
0760	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA	_____	_____	_____	_____
0770	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0780	659.10 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 **022230.00** for **Schoodic Bridge Replacement** and WIN **022294.00** for **Covered Bridge Wearing Surface Rehabilitation** in the town of **Cherryfield**, 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 **June 30, 2022**. 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022230.00, Schoodic Bridge replacement and WIN 022294.00, Covered Bridge wearing surface rehabilitation 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, March 2020 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 March 2020 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, 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 **022230.00** for **Schoodic Bridge Replacement** and WIN **022294.00** for **Covered Bridge Wearing Surface Rehabilitation** in the town of **Cherryfield**, 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 **June 30, 2022**. 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022230.00, Schoodic Bridge replacement and WIN 022294.00, Covered Bridge wearing surface rehabilitation 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, March 2020 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 March 2020 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.01 **12345.00**, 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 012345.00 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, March 2020 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 March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

Date

(Witness Sign Here)
Witness

CONTRACTOR

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(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: Bruce A. Van Note, 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:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

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

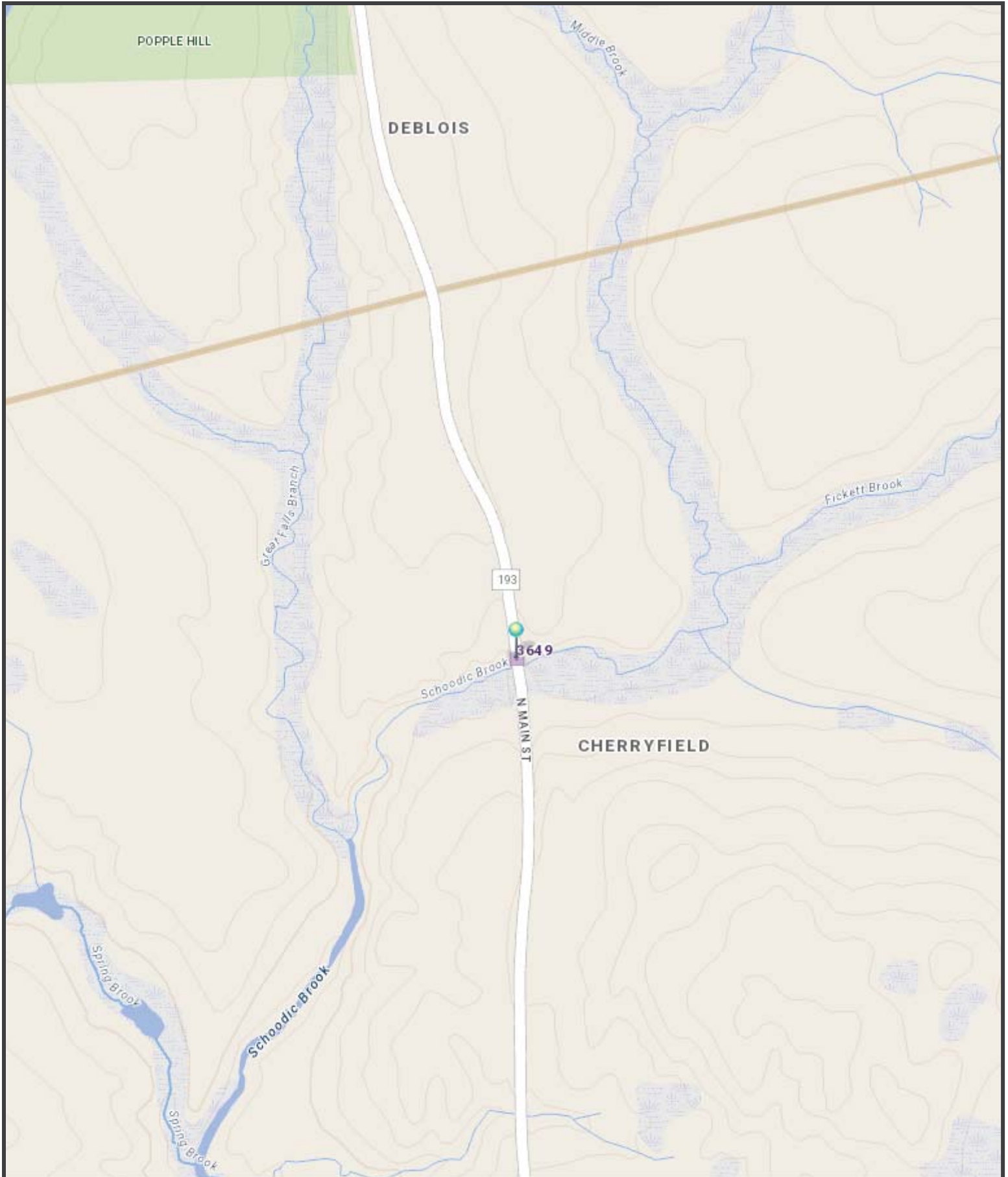
.....

.....

TELEPHONE

.....

BRIDGE NO. 3649

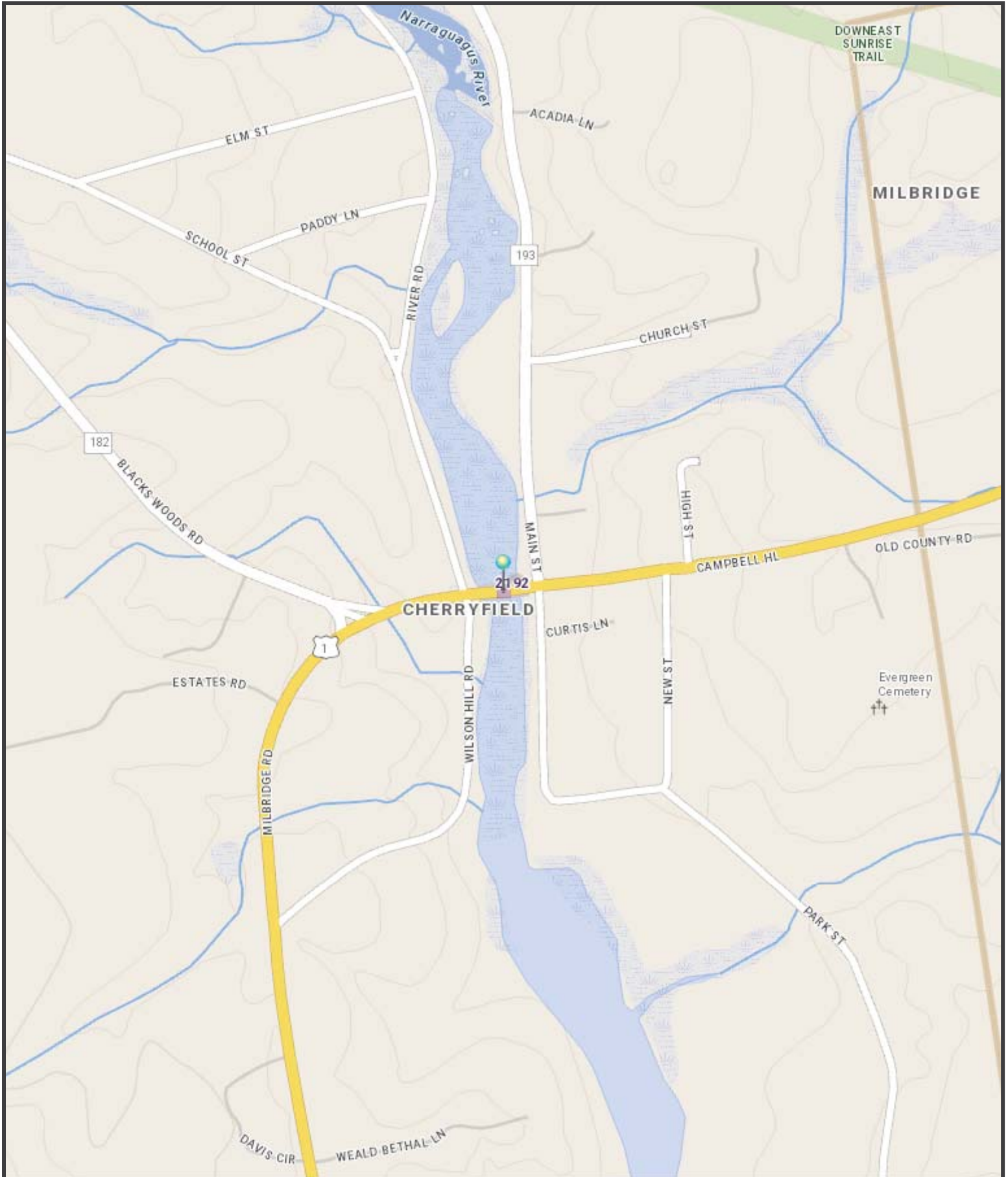


The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information.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

0.1
Miles
1 inch = 0.14 miles

Date: 8/17/2020
Time: 7:15:05 AM
39

BRIDGE NO. 2192



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.

0.1
Miles
1 inch = 0.14 miles

Date: 8/17/2020
Time: 7:16:34 AM
40

"General Decision Number: ME20200044 05/08/2020

Superseded General Decision Number: ME20190044

State: Maine

Construction Type: Highway

County: Washington County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 \$10.80 per hour (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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	04/17/2020
2	05/08/2020

* ENGI0004-005 04/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/Blade, Milling		
Machine, Paver (Asphalt,		
Aggregate, and Concrete),		
Roller Asphalt.....	\$ 22.61	12.50

SUME2014-039 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 14.24	2.06
IRONWORKER, REINFORCING.....	\$ 16.27	0.00
LABORER: Asphalt, Includes		
Raker, Shovel, Spreader and		
Distributor.....	\$ 14.32	3.17
LABORER: Common or General.....	\$ 13.24	1.93
LABORER: Wheelman.....	\$ 15.40	3.01

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 17.58	2.92
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 20.36	5.06
OPERATOR: Broom/Sweeper.....		
	\$ 16.52	6.38
OPERATOR: Bulldozer.....		
	\$ 16.58	2.89
OPERATOR: Loader.....		
	\$ 17.18	4.72
OPERATOR: Mechanic.....		
	\$ 22.30	8.71
OPERATOR: Screed.....		
	\$ 18.82	4.75
OPERATOR: Roller (Earth).....		
	\$ 15.81	1.72
TRAFFIC CONTROL: Flagger.....		
	\$ 9.00	0.00
TRAFFIC CONTROL:		
Laborer-Cones/		
Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 17.48	5.37
TRUCK DRIVER: Dump Truck.....		
	\$ 14.35	6.33
TRUCK DRIVER: TackTruck.....		
	\$ 18.82	8.29

WELDERS - Receive rate prescribed for craft performing		
operation to which welding is incidental.		
=====		
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave		

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

=====

END OF GENERAL DECISION"

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

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

**2020 Fair Minimum Wage Rates
Heavy & Bridge Washington County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$16.00	\$0.00	\$16.00	Laborers (Helpers & Tenders)	\$17.75	\$3.19	\$20.94
Backhoe Loader Operator	\$26.00	\$8.61	\$34.61	Laborer - Skilled	\$20.00	\$4.16	\$24.16
Boom Truck (Truck Crane) Operator	\$28.13	\$6.39	\$34.52	Line Erector Power/Cable Splicer	\$35.00	\$0.75	\$35.75
Bricklayer	\$24.50	\$4.47	\$28.97	Loader Operator - Front-End	\$20.00	\$0.58	\$20.58
Bulldozer Operator	\$22.00	\$4.70	\$26.70	Mechanic- Maintenance	\$19.25	\$3.77	\$23.02
Carpenter	\$26.00	\$5.30	\$31.30	Mechanic- Refrigeration	\$27.00	\$4.21	\$31.21
Carpenter - Rough	\$21.07	\$3.53	\$24.60	Millwright	\$31.40	\$6.89	\$38.29
Cement Mason/Finisher	\$16.88	\$0.52	\$17.40	Painter	\$26.50	\$5.53	\$32.03
Communication Equip Installer	\$25.00	\$0.87	\$25.87	Pipe/Steam/Sprinkler Fitter	\$29.09	\$17.36	\$46.45
Comm Trans Microwave & Cell	\$22.00	\$1.47	\$23.47	Pipelayer	\$28.00	\$6.76	\$34.76
Crane Operator =>15 Tons)	\$32.50	\$7.61	\$40.11	Plumber (Licensed)	\$26.00	\$4.50	\$30.50
Diver	\$24.00	\$3.12	\$27.12	Plumber Helper/Trainee	\$19.00	\$2.98	\$21.98
Earth Auger Operator	\$26.65	\$6.12	\$32.77	Propane/Natural Gas Serv/Install	\$32.00	\$9.23	\$41.23
Electrician - Licensed	\$32.71	\$8.23	\$40.94	Rigger	\$23.00	\$7.10	\$30.10
Electrician Helper/Cable Puller	\$19.00	\$5.16	\$24.16	Roller Operator - Earth	\$16.43	\$2.69	\$19.12
Excavator Operator	\$22.50	\$3.36	\$25.86	Roller Operator - Pavement	\$20.25	\$3.56	\$23.81
Fence Setter	\$18.00	\$1.30	\$19.30	Screed/Wheelman	\$18.50	\$2.45	\$20.95
Flagger	\$13.00	\$0.00	\$13.00	Sheet Metal Worker	\$26.56	\$6.03	\$32.59
Grader/Scraper Operator	\$22.00	\$2.16	\$24.16	Truck Driver - Light	\$16.00	\$0.44	\$16.44
Industrial Truck (Forklift) Operator	\$29.07	\$6.63	\$35.70	Truck Driver - Medium	\$19.00	\$1.97	\$20.97
Ironworker - Ornamental	\$22.30	\$22.37	\$44.67	Truck Driver - Heavy	\$18.86	\$1.16	\$20.02
Ironworker - Reinforcing	\$29.45	\$6.47	\$35.92	Truck Driver - Tractor Trailer	\$26.78	\$6.42	\$33.20
Ironworker - Structural	\$20.50	\$4.55	\$25.05				

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

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

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

Title 26 §1310 requires that a clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

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

A true copy

Attest: 
Scott R. Cotnoir
Wage & Hour Director
Bureau of Labor Standards

Expiration Date: 12-31-2020

MaineDOT DBE Project Attainment Target (PAT)
for this Project is .032 %

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.

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

THE CONTRACTORS 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	Aerial	Underground
Versant Power	X	

Utility Contact Information		
Utility	Contact Person	Contact Phone
Versant Power	James Getchell	356-1205

Temporary utility adjustments are **{not}** anticipated.

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.

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

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

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

The Contractors shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills in excess of 2 feet must be completed prior to utility relocations. The Contractors shall prepare a plan for how access and the spot cuts and fills will be accomplished and what the schedule will be for performing the work. This plan will be discussed at the pre-construction utility meeting.

***** Specific information regarding the line voltage can be requested from Versant Power *****

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 Contractors shall have no claim against the Department if they are exceeded.

BUY AMERICA

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

AERIAL***Summary:***

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Versant Power	X	X		X	5
Total:					5

Utility Specific Issues:**Versant Power**

Versant Power will be setting two new poles for the project to achieve a safe working distance from the power lines. The new poles will be set at station 3+68,21.5'Lt and station 6+39,28'Lt. Alley arms will be installed temporarily also and will be removed once the project is complete.

Pole List:

Existing Pole #	Existing Station	Left/ Right		Existing Offset	Proposed Station	Left/ Right		Proposed Offset	Comments
		LT	RT			LT	RT		
N/A	3+54	X		22					Remove old pole
					3+68	X		21.5'	New Pole
N/A	6+25	X		21					Remove old pole
					6+39	X		28'	New Pole
					8+35		X	23'	Proposed Stub Pole

SUBSURFACE**None reported****MAINTAINING UTILITY LOCATION MARKINGS**

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

UTILITY SIGNING

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

SPECIAL 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 **not** required.

***** Specific information regarding the line voltage can be requested from Versant Power*****

AERIAL

No utility conflicts are anticipated within the scope of work planned for this project.

SUBSURFACE

No utility conflicts are anticipated within the scope of work planned for this project.

MAINTAINING UTILITY LOCATION MARKINGS

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

UTILITY SIGNING

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

**SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS & RESPONSIBILITIES
(Bridge Closure Notification)**

Section 104, General Rights and Responsibilities, of the Standard Specifications is amended as follows:

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification:

Paragraph 2 is removed and replaced with the following:

A public notice shall be published in a local newspaper ten day prior to the closure.

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

When two or more wage rate schedules appear in the bid Book, the highest rate shall prevail for each classification.

Town: Cherryfield
WIN #: 22230.00
Date: 8/12//20

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

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

I. In-Water Work shall not be allowed between the dates of April 1 and July 14.

(In-Water work is allowed from July 15 to March 31)

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

1. Schoodic Brook 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).
2. Special Conditions of Formal Endangered Species Act (Section 7) Consultation with U.S. Fish and Wildlife Service and Essential Fish Habitat Consultation with the National Marine Fisheries Service apply (summarized in this Special Provision 105 and ACOE permit).
3. The Contractor shall hold a pre-construction meeting with appropriate MaineDOT Environmental Office staff, other MaineDOT staff, and the Contractor(s) to review all procedures and requirements for avoiding and minimizing effects to Atlantic salmon (ATS). The following individuals/agencies shall be invited: ACOE (Jay Clement, jay.l.clement@usace.army.mil); U.S. Fish and Wildlife Service (Patrick Dockens, patrick_dockens@fws.gov); and Federal Highway Administration (Eva Birk, eva.birk@dot.gov).
4. **All in-water excavation shall be conducted within a sealed cofferdam.**
5. Disturbance of in-stream clay substrate outside of a dewatered cofferdam is prohibited.
6. The Contractor shall contact Eric Ham of MaineDOT Environmental Office (207-215-7356, eric.ham@maine.gov) at least two weeks prior to installation of cofferdams to coordinate fish evacuation. Fish evacuation includes electrofishing. Electrofishing activities are prohibited when water temperature is greater than or equal to 22 degrees Celsius (71.6 degrees Fahrenheit).
7. Cofferdams shall be dewatered to less than 2 feet deep to facilitate fish evacuation.
8. **If adult Atlantic salmon are observed during active construction, all activities shall cease and the MaineDOT shall immediately contact the Service’s Maine Field Office at 207/902-1586 (Patrick Dockens) within 48 hours of occurrence. The MaineDOT will complete a fish evacuation as water flows permit.**
9. Sheet pile driving shall be completed using a vibratory hammer. In-water pile driving with an impact hammer is prohibited.
10. Pile driving will occur during the day when fish are less active and Atlantic salmon migrations are minimized.
11. Hydroacoustic monitoring will be completed for all impact pile driving using the monitoring template developed by the Fisheries Hydroacoustic Working Group and following the methods described in the Technical Guidance (Caltrans 2015).

12. A bubble curtain meeting the design criteria, as defined in the User's Guide, will be employed during all impact pile driving events. The bubble curtain design will mimic specifications for devices tested and employed for previous pile driving events.
13. Abutment demolitions with a hoe ram will occur inside of a dewatered cofferdam or outside of the water.
14. All rip-rap placed outside of a cofferdam shall be cleaned prior to installation
15. The Contractor shall conduct all construction activities in accordance with the MEDOT-approved Soil Erosion and Water Pollution Control Plan. In stream turbidity shall be visually monitored and all erosion controls will be inspected daily to ensure that the measures taken are adequate. If inspection shows that the erosion controls are ineffective, immediate action shall be taken to repair, replace, or reinforce controls as necessary.
16. When utilizing pumps to dewater cofferdams, in order to prevent ATS juvenile entrapment related to dewatering diversions, the Contractor will use a screen on each pump intake designed such that the approach velocity does not exceed 0.20 feet/second. Square or round screen face openings are not to exceed 3/32 inches (2.38 millimeters) measured on a diagonal. Criteria for slotted face openings shall not exceed 1/16 inches (approximately 1.75 millimeters) in the narrow direction. These screen criteria follow National Marine Fisheries Service (NMFS) guidance (NMFS 2008). Intake hoses shall be regularly monitored while pumping to minimize adverse effects to Atlantic salmon or other species.
17. All areas of temporary stream or wetland fill must be within the specified limits on the plans and shall be restored to their original contour and character upon completion of the project. Temporary fill includes fill that received authorization and fill that mistakenly enters a resource (i.e., from slope failures, accidental broken sandbag cofferdams, miscellaneous construction materials, etc.)
18. Temporary causeways in stream channels will be constructed of non-erodible material, i.e., plain riprap or large riprap (per MaineDOT standard specifications) over geotextile fabric and will extend only to within 25 percent of the BFW of the stream or river.
19. Round pile size is limited to less than 30 inches in diameter. H-pile size is limited to less than 14 inches.
20. All areas of temporary waterways or wetland fill shall be restored to their original contour and character upon completion of the project.
21. All areas of disturbed wetland soil shall be mulched and seeded with an approved native or non-invasive herbaceous seed mix following construction and/or planted with native woody vegetation and trees appropriate during the first available planting season. In areas where there is little to no slope, and erosion and invasive species establishment is unlikely, the native woody vegetation on the site shall be allowed to regenerate naturally.
22. Grubbing (removal) of roots and stumps in wetlands shall only occur in those areas subject to permanent impacts.
23. The contractor shall fully remove all cofferdams from the stream immediately following completion of in-stream work using techniques to minimize turbidity releases. The contractor shall restore all areas of temporary stream bottom disturbance to their original contour and character upon completion of the project.
24. Heavy construction equipment shall travel only over non-erodible stream substrate (e.g., ledge, cobble) and when approved by the MaineDOT Environmental Field Contact.
25. All off-road equipment working within 25-feet of a stream (RUS) shall be cleaned to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants prior to entering the area to minimize the spread of noxious weeds. All equipment shall be inspected prior to offloading to ensure they are clean.

Town: Cherryfield

WIN #: 22230.00

Date: 8/12//20

26. No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or stream resource. These activities shall occur more than 100 feet from any wetland or stream resource and shall follow the specifications of the SEWPCP.
27. All pumps and generators required for in-stream work shall be cleaned of external oil, grease, dirt, and mud such that turbid water does not drain to any wetland or stream. Any leaks of this equipment shall be fixed prior to entering streams or areas that drain directly to streams or wetlands. Operation shall follow the specifications of the SEWPCP.

IV. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan (SEWPCP)
2. Permitted Resource Impacts (square feet), see ACOE permit for locations:

Stream:

Permanent: RUS- 1130

Temporary RUS- 4095

Wetland:

Temporary: PSS - 18170

Permanent: PSS- 1620

V. All activities are prohibited (including placement and removal of cofferdams unless otherwise permitted by Regulatory Agencies) below the normal highwater 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
SECTION 105
GENERAL SCOPE OF WORK
(Buy America Certification)

105.11 Federal Requirements Add the following as the third and subsequent paragraphs:

“Prior to payment by the Department, the Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the iron or steel product or component was produced entirely within the United States, or (2) a statement that the iron or steel product or component was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value).

All manufacturing processes must take place domestically. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size and shape, or the final finish is considered a manufacturing process. These processes include rolling, extruding, machining, bending, grinding, drilling, and coating. “Coating” includes epoxy coating, galvanizing, painting, or any other coating that protects or enhances the value of the material.

A Buy America Certification is required from each manufacturer, fabricator, supplier, subcontractor, etc. that meets the “manufacturing” definition above.

Buy America does not apply to raw materials (iron ore and alloys), scrap, pig iron, or processed, pelletized, and reduced iron ore.”

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Cherryfield** 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 Cherryfield, Washington County on North Main Street over Schoodic Brook.
- (b) (Route 193/ SA-1) over Schoodic Brook station 3+25.00 to station 8+00.00 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 Cherryfield** 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 105
GENERAL SCOPE OF WORK
(Traffic Control)

Add the following to Section 105.3 Traffic Control and Management of the Standard Specifications.

One-way alternating traffic shall be maintained on the bridge using temporary traffic signals. Traffic lanes shall be 10 feet wide minimum.

Pedestrian traffic shall be maintained on the bridge at all times. The sidewalk immediately adjacent to the active traffic lane shall remain open.

SPECIAL PROVISION
SECTION 107
TIME
(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 June 30, 2022.

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work and Supplemental Liquidated Damages)

The Contractor shall not detour traffic onto the Special Detour until April 20, 2021.

The new bridge shall be open to traffic on or before November 15, 2021. The bridge will be considered open to traffic when two lanes of two-way traffic are maintained and the following items are complete, in place, inspected and accepted: bridge rail and transitions, saw cut grooving, approach base pavement, temporary pavement ramps at the bridge ends, temporary pavement markings, and approach guardrail. Before and after traffic is maintained on the Special Detour, the Contractor may use single lane closures with flaggers during daylight working hours for work activities with approval from the Resident.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of five-hundred dollars (\$500.00) per Day for each Day, or any portion of a Day, that the new bridge is not open to traffic after November 15, 2021 as described above. This assessment of Supplemental Liquidated Damages will be in addition to any Liquidated Damages specified in Section 107 of the Standard Specifications.

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work and Supplemental Liquidated Damages)

The bridge shall be open to traffic on or before November 15, 2021. The bridge will be considered open to traffic when two lanes of two-way traffic are maintained and the following items are complete, in place, inspected and accepted: approach base pavement, temporary pavement ramps at the bridge ends, bridge deck joints, bridge deck approach slabs, curb repairs, methacrylate crack sealer application and temporary pavement markings. Before and after staged construction when traffic is maintained with temporary traffic signals, the Contractor may use single lane closures with flaggers during daylight working hours for work activities with approval from the Resident.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of five-hundred dollars (\$500.00) per Day for each Day, or any portion of a Day, that the bridge is not open to traffic after November 15, 2021 as described above. This assessment of Supplemental Liquidated Damages will be in addition to any Liquidated Damages specified in Section 107 of the Standard Specifications.

Special Provision
Section 107
Time
(Supplemental Liquidated Damages for Fabrication Time)

Section 107 of the Standard Specification is amended by addition of the following:

107.8.1 Fabrication Time The Department has budgeted for the following amounts of continuous full time fabrication/shop QA inspection for the following Work components:

<u>Element</u>	<u>Time</u> (Calendar Days)	<u>Supplemental Liquidated Damages</u> (\$ per Calendar Day)
Prestressed Structural Concrete NEXT Beam	21	\$1,250

The Contractor is responsible for requiring their fabricators and suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that QA inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from the amounts otherwise due to the Contractor. These allowed Fabrication Time begins on the first day of fabrication and runs consecutively until expiration or the work is complete.

If a fabricator or supplier works more than one shift per day and the Department determines that inspection is required for each shift, each shift will count as a calendar day and the Supplemental Liquidated Damages rate will be the noted amount per shift per Calendar Day in lieu of per Calendar Day.

QA inspector presence is required but not limited to the following activities:

Tensioning of strands, batching and casting of concrete, breaking of test cylinders, de-tensioning of strands, repairs, finishing fascia surfaces and any other times as required in the Standard Specifications or Special Provisions.

SPECIAL PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Pavement Surface)

The November 2014 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade using an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a 30 foot minimum contact ski (floating beam), 24 foot non-contact ski (floating beam) with 3 or more sensors; or 3 non-contact sensors directly affixed at the fore, mid, and aft points of the milling machine. Systems designed to incorporate a contact sensor located at the mid-point of the milling machine in lieu of the non-contact sensor will be permitted. Grade control sensors shall all be located on the same side. A single sensor, contact or otherwise, shall not be permitted unless otherwise approved by the Department.

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools at a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed $\frac{1}{4}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding $\frac{1}{2}$ inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed $\frac{3}{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

On roadways with adjoining lanes carrying traffic, the Contractor shall remove the pavement surface in each lane per the conditions in Table 1, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

Depth (At Centerline)	Milling Conditions
Vertical Longitudinal Joint	
2" and less	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall remove the pavement over the full width of the traveled way section being paved that day.
12:1 Tapered Centerline Joint	
1 ½" to 2"	The Contractor may remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor shall remove the pavement on a single travel lane width for each production day and will be required to mill the adjacent section of travel lane before the end of the following calendar day.

The Contractor will be required to remove the pavement over the full width of the mainline traveled way, regardless of highway type, cut depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, suspensions exceeding three days, or other dates as specified by Special Provision, Section 105 – Limitations of Operations.

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to 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 effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

On roadways with immediately adjacent shoulders, the Contractor shall remove the pavement surface in each lane per the conditions in Table 2, unless otherwise noted by the Department in Special Provision, Section 105 – Limitations of Operations.

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

Depth (At Edge of Traveled Way)	Conditions
2" and less	The Contractor may leave a vertical edge joint exposed for up to 21 days after milling is performed. The Contractor shall treat vertical edge joints exposed beyond 21 days per the criteria below.
Greater than 2"	The Contractor shall treat vertical edge joints exposed per the criteria below.

When required by Table 2, the Contractor shall treat vertical edge joints through one of the options below:

1. The vertical edge shall be tapered to a zero edge by means of milling a 12:1 transition from the edge of traveled way onto the shoulder before opening the lane to traffic. Tapers shall be removed to form a vertical edge prior to the placement of the new pavement course. No additional payment will be made for tapers, or taper removal.
2. An additional 2 feet of pavement shall be removed from the shoulder to eliminate the vertical edge at the edge of travelway before opening the lane to traffic. Unless otherwise authorized by the Department, no additional payment will be made for the additional milling.
3. A pavement layer shall be placed to reduce the vertical edge to 1 inch or less before opening the lane to traffic.

As a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required for all elevation differentials. When pavement milling is extended into the shoulder (including milled tapers), appropriate channelization devices shall be placed 2 feet outside the edge of the vertical face at intervals not exceeding 600 feet, and RPMs shall be placed on the remaining pavement surface along the vertical edge at 200 foot intervals. Uneven pavement signs shall be placed at a maximum spacing of ½ mile when any pavement milling operations leaves an exposed uneven pavement surface.

Weepers shall be ground across the full width sections adjacent shoulders or remaining pavement surface matching the milled travel way or shoulder milled depth to minimize water ponding in any lanes carrying traffic. Weepers shall typically be 18 - 24" inches in width, installed along each lane, at a frequency of approximately one per half mile at locations as directed by the Resident or in areas that will provide drainage for the milled areas. Installation of weepers will not be paid for directly but will be considered incidental to the contracts pavement removal item. The replacement of mix in the weeper locations shall be performed concurrently within the pavement placement operation closure using the appropriate HMA item produced for the Contract or a MaineDOT approved 9.5mm HMA. There will be no separate payment for repaving the weeper locations as they are considered incidental to the square yard price of the contracts pavement removal item.

Any areas of concern, such as de-lamination or pot-holing shall be identified on a continuous basis as milling progresses. Proper corrective action will be determined by the Resident and paid for under the appropriate contract items, and if required, completed prior to opening lane to traffic. Any issues that arise up to 7 calendar days after being milled will be the responsibility of the MaineDOT unless otherwise noted in Special Provision Section 105 – Limitations Of Operations.

Basis of Payment

The square yard or hourly rental contract price will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, cleaning of the milled surface, and all other incidentals required to complete the work. Hauling and stockpiling of the material will not be paid for directly, but will be considered incidental to the milling items.

Square Yard: Payment will be made at the contract unit price for the number of square yards removed.

Hourly: Payment will be made at the contract unit price for the number of hours of operation removing pavement surface as directed by the Resident. The equipment used for pavement removal shall be operated at the minimum speed of 50 fpm, unless the Resident directs otherwise for milled surface quality reasons, or traffic control limitations impact pavement removal operations, or site conditions make operations at the prescribed rate unreasonable. Trimming to create a vertical face along curb line, guardrail, or around structures will be considered incidental to the 202.202 items. Additional trimming beyond the incidental work described will be paid under the appropriate rental items as listed in the Contract.

Pay Item

Pay Unit

202.202 Removing Pavement Surface

S.Y.

202.20201 Removing Pavement Surface (Hourly)

Hour

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MaineDOT Standard Specifications § 101.2 Definitions) 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 water bodies is exempt from Beneficial Use Permits. Work associated with the Schoodic Bridge Replacement Project in Cherryfield will occur in a Class AA 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 Schoodic Bridge Replacement Project in Cherryfield 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 403

HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>4" – State Route 193 Travel Way, Shoulders, Guardrail Flareouts & Widening – Full Depth Construction</u>					
Wearing	12.5 mm	403.208	1½"	1	2,4,8,17
Base	12.5 mm	403.213	2½"	1	2,4,8,17
<u>1½" – State Route 193 Travel Way, Shoulders, Guardrail Flareouts & Widening - Mill & Overlay</u>					
Wearing	12.5 mm	403.208	1½"	1	2,4,8,17
<u>3" – Temporary Detour</u>					
Temp.	12.5 mm	461.131	3"	2	28

COMPLEMENTARY NOTES

2. The incentive/disincentive provisions for density shall not apply. A **Quality Control Technician (QCT) equipped with a density meter** shall be required for all roadway mixtures placed under this contract. Rollers shall meet the requirements of section 401.10 Rollers and 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 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
8. Section 106.6 Acceptance, (2) Method B. Items 403.208 and 403.213 may be combined for testing purposes if the same mix design is used for both items.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic, and a **10 ton** finish roller for roadway work. Density testing of the mixture will be performed by the QCT using a density meter (according to ASTM D 2950). The mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remaining mixture shall be compacted to a minimum density of 95% of the target density as determined in the control section. The Contractor shall make density test results, including randomly sampled densities, available to the Department's representative onsite. Summaries of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the end of the working day. The Department may require cores for informational purposes.
28. See Special Provision 461 – Temporary Pavement for project specifics.

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 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 0.030 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION

SECTION 403

HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
<u>4" – U.S. Route 1 (Milbridge Rd.) Travel Way & Shoulders</u>					
<u>Full Depth Construction</u>					
Wearing	12.5 mm	403.208	1½"	1	2,4,8,17
Base	12.5 mm	403.213	2½"	1	2,4,8,17
<u>1½" – U.S. Route 1 (Milbridge Rd.) Travel Way & Shoulders - Mill & Overlay</u>					
Wearing	12.5 mm	403.208	1½"	1	2,4,8,17

COMPLEMENTARY NOTES

2. The incentive/disincentive provisions for density shall not apply. A **Quality Control Technician (QCT) equipped with a density meter** shall be required for all roadway mixtures placed under this contract. Rollers shall meet the requirements of section 401.10 Rollers and 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 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations.
8. Section 106.6 Acceptance, (2) Method B. Items 403.208 and 403.213 may be combined for testing purposes if the same mix design is used for both items.
17. Compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **10 ton** vibratory, **12 ton** pneumatic, and a **10 ton** finish roller for roadway work. Density testing of the mixture will be performed by the QCT using a density meter (according to ASTM D 2950). The mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remaining mixture shall be compacted to a minimum density of 95% of the target density as determined in the control section. The Contractor shall make density test results, including randomly sampled densities, available to the Department's representative onsite. Summaries of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by the end of the working day. The Department may require cores for informational purposes.

Tack Coat

A tack coat of emulsified asphalt, RS-1, RS-1h, CRS-1 or CRS-1h, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.030 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 0.030 gal/yd². Tack used will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 424
CRACK SEAL
(High Molecular Weight Methacrylate Crack Sealer)

Description This work shall consist of furnishing and applying a high molecular weight methacrylate crack sealer to existing concrete surfaces along with application of broadcast sand to provide a higher friction surface as shown on the plans or as ordered.

Materials The container label of the delivered product shall clearly show the product name, manufacturer name, and batch, lot, or other identifying number of the product. The product shall be mixed and prepared as instructed by the manufacturer. The following products may be used, or an equal approved by the Resident.

MATERIAL

MANUFACTURER

Sealate T-70 MX-30 HMWM
Crack Sealer

Transpo Industries, Inc.
20 Jones Street
New Rochelle, NY 10801
(914) 636-1000

Duraguard 401

ChemMasters, Inc.
300 Edwards Street
Madison, OH 44057
(440) 428-2105

KBP 204 HMWM Monomer
Healer/Sealer Penetrant

KwikBond Polymers
923 Teal Drive
Benicia, CA 94510
(866) 434-1772

Sikadur 52

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
(800) 933-7452

CONSTRUCTION REQUIREMENTS

Surface preparation. The concrete deck shall be clean and free of laitance, oil, surface moisture, membrane residue, and other foreign materials. Abrasive blast cleaning may be required by the Engineer to achieve a suitable surface. Contain blast materials to avoid contamination of the river below.

Storage and Mixing. System components shall be stored and mixed in accordance with the manufacturer's instructions and recommendations. Open flames and spark producing equipment shall be removed from the work area prior to commencement of the mixing and application.

Conditions before application. Application shall not proceed unless the concrete substrate and ambient air temperatures are at least 40 degrees F. The Contractor shall be responsible for the protection of equipment and adjacent areas from spillage or other contamination.

Full-depth cracks and visible surface cracks shall be located and marked before application of the crack filler. Cracks greater than 1/8 inch wide shall be filled with oven-dried sand before application of the crack filler.

Application. Conform to the manufacturer's installation instructions. Broadcast sand shall conform to the manufacturer's installation specifications and be applied according to those installation instructions.

Method of Measurement - High molecular weight methacrylate crack sealer will be measured by the gallon.

Basis of Payment - The accepted quantity of high molecular weight methacrylate crack sealer will be paid for at the contract unit price per gallon, complete in place.

<u>Pay item</u>	<u>Pay Unit</u>
424.304 High Molecular Weight Methacrylate Crack Sealer	Gallon

SPECIAL PROVISION
SECTION 461
LIGHT CAPITAL PAVEMENT
(Temporary Pavement)

Description:

This work shall consist of furnishing all labor, materials and equipment, for the manufacturing, installation and removal of all Temporary Pavement in accordance with these specifications, Special Provision 403 Hot Mix Asphalt, and the Plans. Temporary pavement shall meet all mix design requirements of a 12.5 mm surface mix for the top 1 ½ inches, and a 12.5 mm base mix for the remaining 1 ½ inches.

Method of Measurement:

This work will be measured for payment by the Ton, complete in place and accepted.

Basis of Payment:

The work shall be paid for at the contract Ton price for the manufacturing, installation and removal of all Temporary Pavement.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
461.131 Temporary Pavement	Ton

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Bridge Drain Repair)

Add the following paragraphs after paragraph 502.16 in the Standard Specifications.

502.161 Bridge Drain Repair

This work shall consist of welding a replacement cross bar into an existing bridge drain grate shown on the drawings. Steel to accomplish this shall be as indicated on the drawings. Weld with compatible electrodes sealing the joint between the existing steel and new steel. Prepare the faying surfaces by grinding any corrosion or uneven surfaces from the welded area. No coatings are required. Steel for repair shall be ASTM A36 or any similar steel approved by the Resident.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.701 Bridge Drain Grate Modification	Each

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Struc. Concrete, Abutments and Retaining Walls	\$400	A
A	502.261	Struc. Conc. Rdway & Sidewalk Slab on Conc. Bridge	\$400	A
A	502.31	Struc. Concrete Approach Slabs	N/A	C
LP	502.49	Structural Concrete Curbs and Sidewalks	N/A	C

P values listed above reflect the price per cubic yard (yd³) 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 510
SPECIAL DETOURS
(Guardrail and Barrier)
(Global Stability)

This specification is amended as follows:

510.03 Vehicular and Pedestrian Traffic Not Separated

This subsection is amended to include the following:

Temporary approaches shall be designed and constructed to ensure sufficient global stability of the roadway approaches and embankments supporting temporary bridge or retaining wall foundations. The Contractor shall submit supporting analyses and computations that are completed and sealed by a licensed Professional Engineer with demonstrated competency in Geotechnical Engineering related to global stability.

510.031(e) Foundations

This subsection is amended to include the following:

The Contractor's submitted design computations and plans shall demonstrate that the temporary structure and approaches achieve acceptable minimum factors of safety for slope stability. The minimum factor of safety shall be 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support an abutment.

510.032(c) Approach Road Guardrail

This subsection is replaced with the following:

The Special Detour approaches shall have guardrail or concrete barrier where side slopes are steeper than 3 horizontal to 1 vertical, or as specified on the Plans. Approach guardrail shall be Type 3 guardrail or an approved equal and shall be attached to the bridge rail in a manner that develops the guardrail in tension. Approach barrier shall be attached to the bridge rail with a rigid connection with a similar strength capacity to the bridge rail. If the Plans specify a type of rail or barrier, that type shall be used.

The termination of approach guardrail or barrier and the end treatment of the rail shall be in accordance with the current AASHTO Roadside Design Guide.

510.09 Basis of Payment

This subsection is amended as follows:

The following sentence is inserted in the first paragraph after the second sentence:

All guardrail or concrete barrier required solely for the Special Detour shall be incidental to this item.

The second paragraph is replaced with the following:

Traffic control devices, work zone crash cushions, temporary erosion control, pavement, and dust control will be paid for in accordance with the applicable Contract items.

Add the following:

The lump sum price shall include all temporary approach designs, slope stability analyses, and any special embankment construction measures to improve stability including slope reinforcement elements.

SPECIAL PROVISION
SECTION 515 - PROTECTIVE COATING FOR CONCRETE SURFACES
(Repair of Older Concrete Surfaces)

Modify Standard Specification Section 515 – PROTECTIVE COATING FOR CONCRETE SURFACES as follows:

Replace subsection 515.03 Surface Preparation with the following sentences:

“On surfaces to be treated, existing surfaces shall be thoroughly cleaned by mechanical means (high pressure water - 4,000 psi minimum) to the Resident’s satisfaction. The concrete shall remain dry for at least 48 hours prior to application of silane and shall be free of laitance, oil, grease, dirt, dust, curing compound or any other deleterious materials. All traces of dust shall be removed immediately before applying silane sealer.

On surfaces repaired with new concrete or patch material, the silane sealer shall not be applied until at least 14 days after casting the concrete, or in accordance with the manufacturer's published recommendations. Silane sealer treatment shall be completed at least 24 hours before the treated portion is opened to traffic.”

SPECIAL PROVISION
SECTION 518
STRUCTURAL CONCRETE REPAIR
(Sidewalk, Curb, Rails, Joints)

Modify subsection 518.01 Description as follows:

Add the following paragraph: “Work includes repair of concrete bridge rail, repair of horizontal surfaces of sidewalk and road surface, repair of the vertical face of concrete curbing, and concrete work associated with the installation of new expansion joints over both piers. Concrete work associated with the new expansion joints at both abutments will also be included except for the approach slab spanning between the concrete curbs.”

Modify subsection 518.02 Repair Materials as follows:

Change the first sentence in the third paragraph to read: “Where the depth of placement is equal to or greater than 1 inch, the Contractor may use Class A concrete with 3/8” coarse aggregate as the repair material except for repair of the concrete bridge rails and repair of concrete curb faces outside joint areas.” Add the following sentence to this paragraph: “SilproRepair VOH or other product approved for use in vertical/overhead applications from the Rapid Set Concrete Patch Materials Qualified Products List shall be used for these areas.”

Modify subsection 518.03 Removal of Unsound Concrete as follows:

Add the following to the end of the second paragraph: “Removal of damaged concrete from areas to be repaired on concrete bridge rails and concrete curb faces shall be accomplished with hand tools and/or a 4,000 psi pressure washer. Removal of concrete for these elements shall be limited to that required to achieve a satisfactory cosmetic repair including providing a suitable depth of removal at repair edges to prevent feathered edges.”

Modify subsection 518.07 Placing Repair Materials as follows:

Add the following sentence to the end of this section as a new paragraph: “Forms are not required for repair of concrete bridge rail or concrete curb edges and curb face edges unless a bridge rail element is to be replaced or as directed by the Resident. Repair materials may be trowel applied and shaped by rubbing, sanding or grinding after initial set to achieve a reasonable facsimile of the original shape.”

SPECIAL PROVISION
SECTION 520
EXPANSION DEVICES – NON-MODULAR
(Silicone Coated Pre-Compressed Foam)

Replace Section 520 – EXPANSION DEVICES – NON-MODULAR of the Standard Specification with the following:

520.01 Description

The seal for the expansion device for deck and sidewalk joints over the piers and at both abutments is a preformed, pre-compressed, self-expanding sealant system with a silicone coated surface. The acceptable manufacturer shall be one of those listed on the Maine DOT Qualified Products List for Foam Compression Joints.

This work consists of furnishing and installing the silicone coated pre-compressed foam seal where shown on the plans. The joint seal system shall form a durable watertight seal. Roll-type seal material is expected and acceptable. Limits of seal installation will be from fascia to fascia with a continuous water tight seal horizontally across both sidewalk surfaces, down both curb faces, across the bridge deck. Where bridge rail blocks access to the fascia, the seal shall be installed from face of bridge rail to face of bridge rail.

520.02 Materials

The pre-compressed sealant shall be 1.25 inch BEJS-ON-A-REEL as manufactured by EMSEAL or a listed equivalent. The expansion joint system shall consist of manufacturer-supplied adhesives, sealants, substrate cleaning materials and splicing/joint accessories.

520.03 Fabrication

Trimming and shaping of the sealant system shall be done in the field as part of the installation. Where the joint material must be joined end to end to form a continuous length, the joining must be performed strictly according to manufacturer's installation instructions. The exposed ends of seal at both fascia surfaces to be covered with silicone caulk and adequately tooled. Inside and outside corner bends shall be field trimmed and configured in strict conformance with the manufacturer's installation instructions.

520.04 Delivery

Deliver products to site in manufacturer's original, intact, labeled containers. Handle and protect as necessary to prevent damage or deterioration during shipment, handling, and storage. Store in accordance with manufacturer's installation instructions.

520.05 Installation

Since the durability and functionality of this system is extremely dependent on correct installation, a manufacturer's representative shall be present during surface preparation and installation of all seals. This requirement may be waived by the Resident with a written recommendation from the Manufacturer that the Contractor's personnel have been trained and are competent to install the joint system.

The manufacturer's field representative must be experienced and fully qualified to perform the work and shall be subject to the approval of the Resident. Cost of providing this supervision shall be considered incidental to this work.

Submitted installation instructions shall be meticulously followed to assure a durable and functional seal installation. Special care shall be exercised in substrate surface preparation, epoxy adhesive application, caulking with silicone sealant, end-to-end splices, outside corner transitions and most especially inside corner transitions. Inside corner transitions occur at both curb lines where gutter flows and ponded contaminated water are more likely to be present over the service life of the seal. Recess dimensions from face of concrete deck and face of curb shall follow the manufacturer's recommendations. However, top of the factory applied silicone facing shall be installed 1/8 inch below the top of the sidewalk to more adequately meet the intent of the Americans With Disabilities Act.

520.06 Method of Measurement

The pre-compressed foam joint system will be measured along the finished surface of the concrete, across sidewalk widths, down curb faces and across decks, parallel with the axis of the seal.

520.07 Basis of Payment

The silicone coated pre-compressed foam joint system will be paid for at the Contract unit price per linear foot, which price shall be full compensation for all labor, materials, equipment, and incidentals required to furnish and install the joint system in accordance with these Specifications. Construction of the concrete surrounding the seal, will be paid for under other pay items.

<u>Pay Item</u>		<u>Pay Unit</u>
520.233	Expansion Device - Silicone Coated Pre-Compressed Foam	Linear Foot

SPECIAL PROVISION
SECTION 527 – ENERGY ABSORBING UNIT
(Work Zone Crash Cushions)

Modify subsection 527.02 Materials of the Standard Specifications as follows:

Add the following sentences to the end of this subsection: “Work Zone Crash Cushions shall be selected from the MaineDOT Qualified Products list of Crash cushions/Impact Attenuators that meet the following criteria:

1. Attaches to temporary concrete barrier,
2. Width of crash cushion is less than or equal to the temporary concrete barrier it is attached to,
3. Does not need to be anchored down.”

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 GFRP reinforcement shall meet the requirements shown in the AASHTO Bridge Design Guide Specifications for GFRP-Reinforced Concrete Bridge Decks and Traffic Railings, 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, or approved equal:

Aslan 100 from Hughes Brothers, Inc.
ComBAR from Fiberline Composites, Inc.
MateenBar from Pultron Composites, Ltd.
V-Rod from Pultrall, Inc.

All GFRP reinforcement in the same structural component shall be supplied by the same manufacturer; there shall be no mixing of products from different manufacturers in a component unless permitted in the Contract Documents.

530.021 Documentation The GFRP reinforcement manufacturer shall submit two (2) copies of a Material Certification stating that the GFRP reinforcement incorporated into the Project 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.

530.03 Schedule of Material When the Plans do not include GFRP reinforcement bar schedules, the Contractor shall submit order lists, shape diagrams and bar layout drawings in accordance with Subsection 105.7 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

reinforcement bar schedule; the revised schedule shall be submitted to the Resident for approval. Substitution of different size GFRP reinforcement shall not be permitted except with the written authorization of the Engineer of Record.

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 reinforcement bar schedule; the revised reinforcement schedule shall be submitted to the Resident for approval.

530.04 Fabrication Forming and fabrication tolerances 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."

530.05 Protection of Material Delivery, storage, and handling of GFRP reinforcement shall be in accordance with the manufacturer's recommendations. The Contractor shall prevent bending, coating the bars with soil, oil, or other material, or other damage to the GFRP reinforcement.

All handling of GFRP reinforcement by mechanical means shall be done by equipment having padded contact areas or using nylon webbing slings. The use of chains or wire rope slings will not be allowed, even when used with padding. All bundles of GFRP reinforcement 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 non-metallic 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 reinforcement 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.

All damaged bars shall be repaired in accordance with manufacturer recommendations and inspected and accepted by the Resident prior to placing concrete. All bars with total damage greater than 2 percent of the bar surface area, including previously repaired areas, will be rejected. All cuts, scratches, cracks, abrasions, or other damage, visible to the naked eye, shall be repaired. All bars damaged prior to placement within the formwork shall be repaired prior to GFRP reinforcement placement.

530.06 Placing and Fastening 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.

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. Blocks shall not be used in cases where the blocks will be visible in the finished product. Reinforcement 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 Qualified Products List and the Contractor shall submit a selected material to the Resident for approval. 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.

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. 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 tying them together. Ties shall meet the requirements specified herein.

530.08 Method of Measurement GFRP reinforcement will be measured by the linear foot based on the authorized quantity in the Contract or in the approved reinforcement bar schedule submitted by the Contractor. No adjustments to the quantity will be made except to account for changes at the direction of the Resident.

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.

Lap splices that are authorized at the Contractor's request will not be measured for payment.

530.09 Basis of Payment Payment for Glass Fiber Reinforced Polymer, Fabricated and Delivered, shall be considered full compensation for detailing, furnishing, and proper storage of GFRP reinforcement.

Payment for Glass Fiber Reinforced Polymer, Placing, shall be full compensation for installation, adjustment, and supplies related to placing GFRP reinforcement.

Payment for work associated with furnishing and revising the GFRP reinforcement bar schedule, and all expenses incurred by the Contractor and their suppliers to fulfill the requirements specified 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:

<u>Pay Item</u>	<u>Pay Unit</u>
530.30 GFRP, Reinforcement Bars, Fabricated & Delivered	Linear Foot
530.31 GFRP, Reinforcement Bars, Placing	Linear Foot

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE

Revise Paragraph 2 of 534.07 Quality Control to say:

Provide a copy of the Quality System Manual (QSM) to the Fabrication Engineer for review and approval.

Add the following Paragraph to 534.07 Quality Control:

QC staff shall be separate from production and shall not perform any production work.

Revise Sentence 1 in 534.17 Finishing Concrete to say:

Concrete Products shall be finished to meet the Standard Grade finish as described in the MNL-116.

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

Standard Specifications Section 535 is amended by adding the following:

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

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

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.

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 may include proposed location and magnitude of temporary loads 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, where discrete pedestals and/or bearings are used, between the concrete abutment elements and Elastomeric Bearing Pads. Shims shall be stainless 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). Use Double Tee tolerances for NEXT Beams. Camber tolerance at release and erection will be measured from the camber values on the approved Working Drawings.

535.24 Installation of Slabs, Beams and Girders

At each Abutment Centerline of Bearing, the minimum allowable deck thickness is 9 inches and the maximum allowable deck thickness is 12 inches. The minimum deck thickness at midspan shall be 9 inches. Survey the beams after erection and adjust deck thicknesses as necessary to match the final Profile. Prior to deck concrete placement, the 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 Pay Item 535.622, Prestressed Structural Concrete NEXT Beam. No separate payment will be made.

SPECIAL PROVISION
SECTION 620
GEOTEXTILES
(Drainage Geocomposite)

Description This work shall consist of furnishing and placing Drainage Geocomposite and Weep Hole Connections 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.

Materials 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. The weep holes shall be fitted with Weep Hole Connections, that effectively drain water from the geocomposite through the weep holes. The Weep Hole Connections may consist of Sitedrain AWD-102, Option 2 – Drain Gate connections, or equivalent.

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 Weep Hole Connections, and horizontal drains, as shown on the Plans or as directed by the Resident.

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

Submittals The required submittals are as follows:

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

B. 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 Fabric Properties	Typical Value	Test Method
Material	Non-woven Polypropylene	
Grab tensile strength	100 lbs	ASTM D4632
Puncture strength	65 lbs	ASTM D4833
AOS	70 sieve	ASTM D4751
Permeability	0.3 cm/sec	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 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.
- Weep Hole Connections shall be installed in conjunction with the Drainage Geocomposite.
- 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 Manufacturer's 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 will 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 MaineDOT Standard Specification Section 722.03, over the edge sufficient in width to prevent soil or other foreign construction materials from intruding into or behind the Drainage Geocomposite panels.

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 as shown on the Plans 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 project Plans and specifications. 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 Manufacturer's 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:

<u>Pay Item</u>	<u>Unit</u>
620.66 Drainage Geocomposite	Square Yard

**Special Provisions
Temporary Traffic Signal
Item 643**

The Contractor shall install and maintain a temporary traffic signal for the duration of the temporary detour.

Signal heads at each end of the temporary detour shall be mounted on a temporary structure supplied by the Contractor and approved by the Resident. Two heads shall face traffic on each approach. All signal heads shall have 12" R-Y-G circular LED indications with 5" backplates and yellow retroreflective tape along all borders.

Stop bar detection shall be provided on each approach. The Contractor shall determine the method of detection with the Resident's approval.

The Contractor shall program the signal controller with the following phasing and timing (in seconds):

	Ø1	Ø2	Ø3
Min Green	5	5	-
Extension	3	3	-
Max Green	15	15	-
Yellow Cl.	3	3	-
All Red	18	18	-
Recall	none	none	-

Ø1 – Route 193 north bound

Ø2 – Route 193 south bound

Ø3 – not used

643.18 Method of Measurement

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of March 2020.*

643.19 Basis of Payment

As per *STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of March 2020.*

Payment will be made under:

<i>Pay Item</i>	<i>Description</i>	<i>Pay Unit</i>
643.72	Temporary Traffic Signal at: Route 193 & Bridge #3649	Lump Sum

Clearance time calculations were based on a vehicle speed of 20 mph for a distance of 500'.

Special Provisions
Temporary Traffic Signal
Item 643

The Contractor shall install and maintain a temporary traffic signal for the duration of the lane closures. The signal shall provide traffic control along US Route 1 at each end of the work zone and for traffic exiting from River Road, Wilson Hill Road, Park Street, and Route 193 (Main Street).

Signal heads at each end of the bridge work area and facing each side road shall be mounted on temporary structures supplied by the Contractor and approved by the Resident. Two heads shall face traffic on each approach. All signal heads shall have 12" R-Y-G circular LED indications with 5" backplates and yellow retroreflective tape along all borders.

Stop bar detection shall be provided on each approach. The Contractor shall determine the method of detection with the Resident's approval.

The Contractor shall install one 24" x 30" R10-11, wood post mounted, sign on each side road approach (NO TURN ON red ball). The cost to furnish, install and remove these signs and poles to be incidental to item 643.72.

All existing STOP signs and flashing beacon heads shall be covered while the temporary signal is in operation.

The Contractor shall program the signal controller with the following phasing and timing (in seconds):

	Ø1*	Ø2	Ø3**	Ø4
Min Green	5	5	5	5
Extension	3	3	3	3
Max Green	15	25	15	25
Yellow Cl.	3	3	3	3
All Red	3	14	3	14
Recall	none	none	none	none

Ø1 – River Rd/Wilson Hill Rd

Ø2 – US Route 1 eastbound

Ø3 – Route 193/Park St

Ø4 – US Route 1 westbound

* Ø1 detectors shall always place a locking call on Ø2

**Ø3 detectors shall always place a locking call on Ø4

643.18 Method of Measurement

As per STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of March 2020.

643.19 Basis of Payment

As per STATE OF MAINE, Department of Transportation, Standard Specifications, Revision of March 2020.

Payment will be made under:

<i>Pay Item</i>	<i>Description</i>	<i>Pay Unit</i>
643.72	Temporary Traffic Signal at: US Route 1 & Covered Bridge	Lump Sum

Clearance time calculations were based on a vehicle speed of 20 mph for 400' along US Route 1.

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #2

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended.
(YEAR)

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #4

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended.
(YEAR)

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin # _____

Grounding Electrode Resistance at service _____

ID tags on loop amps / detector cards? _____

Location _____

Street Approach	_____
Loop #	_____ Resistance _____
Phase #	_____ Meg to ground _____
L,C, or R Lane	_____ Amount of bondo covering loop _____
Pulse or Presence	_____

Street Approach	_____
Loop #	_____ Resistance _____
Phase #	_____ Meg to ground _____
L,C, or R Lane	_____ Amount of bondo covering loop _____
Pulse or Presence	_____

Street Approach	_____
Loop #	_____ Resistance _____
Phase #	_____ Meg to ground _____
L,C, or R Lane	_____ Amount of bondo covering loop _____
Pulse or Presence	_____

I, _____, certify that this work was done in accordance
with subsection 643.14 and current NEC _____ guidelines, and
(YEAR)
when tested, was functioning as intended.

Electrician's Signature _____

Electrician's License # _____

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Work Zone Traffic Control)

652.3.4 General Requirements. The following paragraphs are added:

36" by 48" width restriction warning signs (black on orange) with the following wording shall be in place a minimum of 2 weeks before the start of lane closures on the bridge and no sooner than 3 weeks before the start of lane closures on the bridge at the locations listed below:

Sign #1:

Location: Cherryfield on Route 193 located between 100' and 500' north of the intersection with Route 1

This sign shall read as follows:

WIDE LOADS
RESTRICTED
6.5 MILES AHEAD
I ← 15'-0" → I

Sign #2

Location: TWP-22 on Route 193 located between 100' and 500' south of the intersection with Route 9

This sign shall read as follows:

WIDE LOADS
RESTRICTED
12.5 MILES AHEAD
I ← 15'-0" → I

The exact location of any warning signs shall be approved by the Resident. The number of miles on the signs shall be adjusted accordingly.

Below is a generic version of a width restriction warning sign:



SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Portable-Changeable Message Sign)

The provisions of Section 652 of the Standard Specifications shall apply with the following additions and modifications:

652.2.5 Portable-Changeable Message Sign

Portable-Changeable Message Signs shall be furnished by the Contractor for installation and use at the following locations:

1. Hancock– Intersection of US Route 1 and State Route 182.
2. Harrington – Intersection of US Route 1 and US Route 1A.

Message: Message should warn drivers of the 10' wide lane over the bridge per the Resident Engineer.

3. Wesley – Intersection of State Route 9 and State Route 192.

Message: Message should warn trucks that no right turn onto Route One is possible in Cherryfield.

The Portable- Changeable Message Signs shall be in place a minimum of 3 weeks and a maximum of 5 weeks before construction begins on the bridge.

The exact location of any Portable-Changeable Message Signs shall be approved by the Resident.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs at a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next X* Miles
Road Work 500 Feet (Ahead)
End Road Work

Work Areas. At each work site, signs and channelizing devices shall be used as directed by the Resident.

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

Unless otherwise defined in Special Provision 105/107 or submitted and approved in the Traffic Control Plan, the following shall apply:

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving and milling work areas.
- Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1 mile of two-way operation.

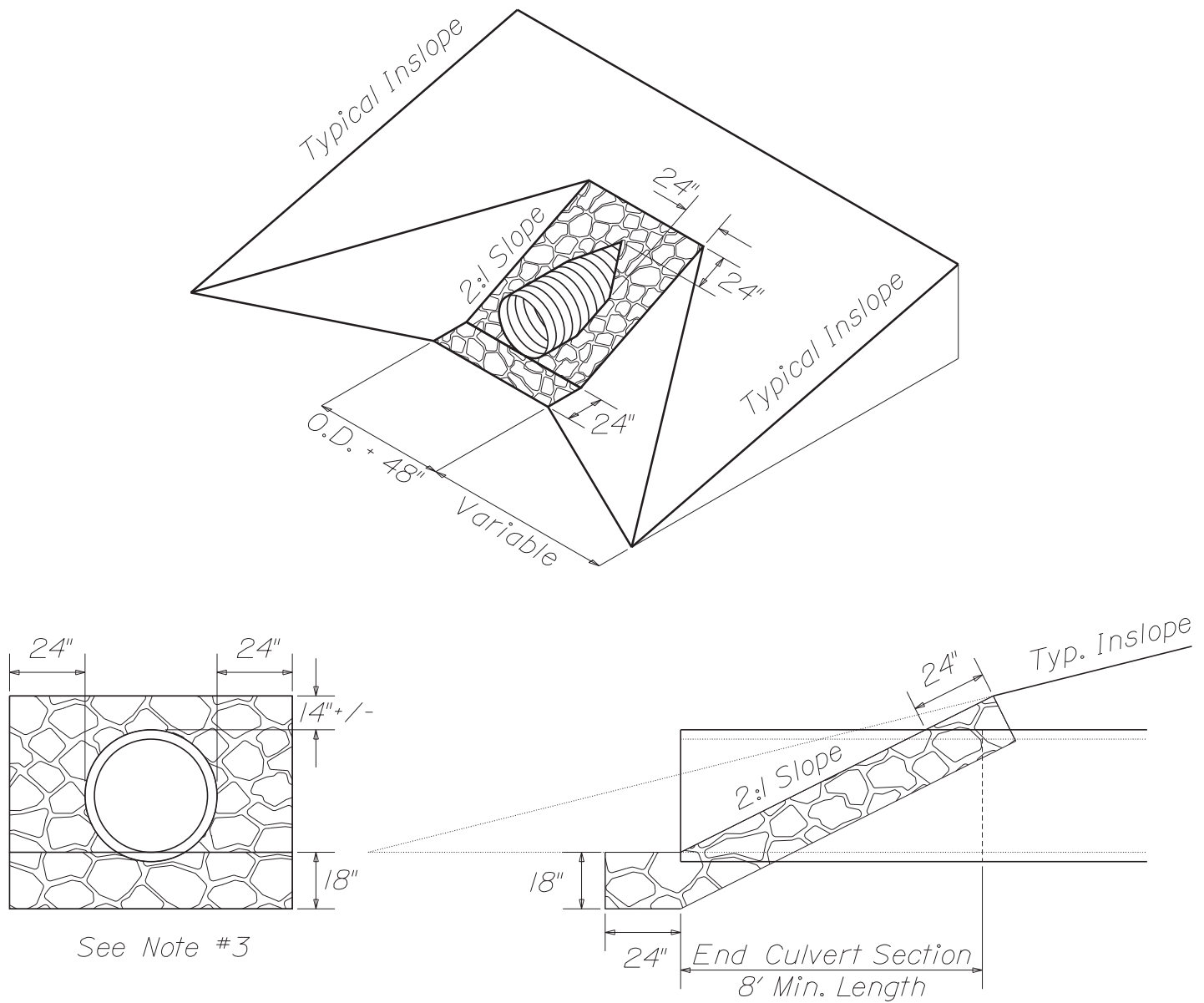
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings. Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in short duration operations and "Road Work xx feet" to be used in stationary operations as directed by the Resident.

2020 STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:
<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
802(05)	Roadway Culvert End Slope Treatment	1/03/2017



NOTES:

1. The dimensions shown are approximate and may be modified in the field by the Resident.
2. Riprap will be required on portions of the culvert end treatment that lie on a 2:1 slope. The remaining portions shall be loamed, seeded and mulched as directed.
3. Install riprap 24" around the outside diameter of the culvert pipe.

REFERENCE: Best Management Practices for Erosion and Sediment Control - Culvert Inlet / Outlet Protection.

ROADWAY CULVERT END SLOPE TREATMENT

802(05)

Revised January 1, 2017

SUPPLEMENTAL SPECIFICATIONS
(Corrections, Additions, & Revisions to Standard Specifications – March 2020)

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise the last sentence in the first paragraph by removing “105.4.5 – Special Detours” and replacing it with “**105.4.5 – Maintenance of Existing Structures.**”.

SECTION 401
HOT MIX ASPHALT PAVEMENT

401.19 Contractor Quality Control Amend this Section by adding the following to the end:
“**Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all items covered by the QCP as identified in Special Provision 403.**”

SECTION 502
STRUCTURAL CONCRETE

502.09 Forms and Falsework Amend this subsection by adding the subsection title “**502.10 Placing Concrete**” after section “D” Removal of Forms and False work” and after the paragraph beginning with “2. Forms and False work, including blocking...”. So that a new subsection starts and reads:

502.10 Placing Concrete

A. **General** Concrete shall not be placed until forms”

502.1701 Quality Control, Method A and B Revise this Section so that the first paragraph and the first sentence of the second paragraph read:

502.17 Quality Control The Contractor shall control the quality of the concrete through testing, inspection, and practices which shall be described in the QCP, sufficient to assure a product meeting the Contract requirements. The QCP shall meet the requirements of Section 106, Quality, and this specification. No work under this item shall proceed until the QCP is submitted to and approved by the Department. Failure to comply with the approved QCP will result in work suspension and pay reductions as outlined in Section 106.4.6. The Quality Control Plan Value shall be the total bid value for all cast-in-place items covered by the QCP, using the P value listed in Special Provision 502. If no P value is listed, a value of \$350, or bid value per cubic yard, whichever is less, shall be used.

502.1701 Quality Control, Method A and B The QCP shall address all elements that affect the quality of the structural concrete including, but not limited to, the following: “

502.18, Method of Measurement, Revise Subsection 'F' by removing the word 'transverse' so that it reads: **"Saw cut grooving of concrete wearing surfaces, complete and accepted, will be measured for payment as one lump sum."**

502.19, Basis of Payment, Revise the third paragraph by removing the word 'transverse' so that it reads: **"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."**

535.24, Installation of Slabs, Beams, and Girders Revise the 5th paragraph by replacing "6.0 and 9.0" to "5.0 and 8.0" so it reads: **"Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements."**

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2nd paragraph by replacing "6.0 and 9.0" to "5.0 and 8.0" so it reads: **"Ready mixed grout shall achieve a design compressive strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements."**

SECTION 606 GUARDRAIL

Amend this section by replacing it with the following:

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

31" W-Beam Guardrail - Mid-Way Splice

Galvanized steel w-beam, 8" wood or composite offset blocks, galvanized steel posts

Thrie Beam

Galvanized steel thrie beam, 8" wood or composite offset blocks, galvanized steel posts

Median guardrail shall consist of two beams of the above types, mounted on single posts.

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

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following

guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

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

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

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

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

Posts for underdrain delineators shall be "U" channel steel, 8 ft long, 2 ½ lb/ft minimum and have 3/8-inch round holes, 1-inch center to center for a minimum distance of 2 ft from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared guardrail terminal end point and tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be gray with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the guardrail terminal is not flared, markers will only be required at the terminal end point. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Department's Qualified Products List of Delineators. The marker shall be gray, flexible, durable, and of a non-discoloring material to which 3-inch by 9-inch reflectors shall be applied, and capable of recovering from repeated impacts and meeting MASH 16 requirements. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the

right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

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

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

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

Acceptable multiple mailbox assemblies shall be listed on the Department's Qualified Products List and shall be MASH 16 tested and approved.

Flared and Tangent w-beam guardrail terminals and guardrail offset blocks shall be from the Department's Qualified Products List. Flared terminals shall be installed with a 4 ft offset as shown in the Manufacturer's installation instructions.

Anchorage assemblies used to anchor trailing ends, radius guardrail, or other ends not exposed to traffic shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report, Drawing SEW02a.

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

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

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

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

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

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

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

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

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

All bolts shall be of sufficient length to extend beyond the nuts but not more than ½ inch. Nuts shall be drawn tight.

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

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

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

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

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

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

Guardrail terminal, reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

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

Excavation in solid rock for placement of posts will be paid under force account unless otherwise indicated in the Bid Documents.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail ("butterfly"-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.

Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

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

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

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

Adjust guardrail will be paid for at the contract unit price per linear foot and will be full compensation for adjusting to grade. Payment shall also include adjusting guardrail terminals where required.

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams;

removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

Remove and Reset guardrail will be paid for at the contract unit price per linear foot and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals when required.

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

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

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

No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304 31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305 31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each
606.1732 Bridge Connection - Type II	Each
606.178 Guardrail Beam	Linear Foot
606.25 Terminal Connector	Each
606.257 Terminal Connector - Thrie Beam	Each
606.259 Anchorage Assembly	Each
606.265 Terminal End-Single Rail - Galvanized Steel	Each
606.266 Terminal End-Single Rail - Corrosion Resistant Steel	Each

606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify	Linear Foot
606.362	Guardrail, Adjust	Linear Foot
606.365	Guardrail, Remove, Modify, and Reset	Linear Foot
606.366	Guardrail, Remove and Reset	Linear Foot
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 618 SEEDING

618.08 Mulching Revise this Section so that the third sentence reads: “Mulch for Seeding Method Number 1 shall only be cellulous fiber mulch Section 619.04 **(b)** or straw mulch Section 619.04 **(a)**.”

SECTION 626 FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

626.034 Concrete Foundations Revise this Section by changing ‘626.037’ to ‘**626.036**’ in the Second Paragraph which begins with “Foundations shall consist of cast-in-place...”.

Revise the 10th paragraph beginning with “Before placing concrete, the required elbows...” by removing “...**in accordance with Standard Specification 633.**”

SECTION 645 HIGHWAY SIGNING

Section 645.023 Sign Support Structures. Under letter “c.”, revise the fifth paragraph beginning with “In addition to the required details...” by removing the words “**and foundation**” from the 5th sentence.

Section 645.08 Method of Measurement. Revise the second paragraph beginning with “Bridge-type, cantilever and...” by removing the words “**including the foundation**” .

Section 645.09 Basis of Payment. Revise the third paragraph beginning with “The accepted bridge-type, cantilever and...” by removing the word “**foundation**” from the second sentence. Add the following sentence to the end of the paragraph “**Conduits, Junction Boxes, and Foundations will be paid for under Section 626.**”

SECTION 681 PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

681.08 Basis of Payment Amend this section by adding the Item Number “**681.10**” in front of the item “Precast Aggregate-Filled Concrete Block Gravity Wall” at the end of the section.

SECTION 703 AGGREGATES

Add the following to the beginning of Section 703 - Aggregates

703.01 Fine Aggregate for Concrete Fine aggregate for concrete shall consist of natural sand or, when approved by the Resident, other inert materials with similar characteristics or combinations thereof, having strong, durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of construction or mix without permission of the Resident.

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a

color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.

Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

The fineness modulus shall not be less than 2.26 or more than 3.14. If this value is exceeded, the fine aggregate will be rejected unless suitable adjustments are made in proportions of coarse and fine aggregate. The fineness modulus of fine aggregate shall be determined by adding the cumulative percentages of material by weight retained on the following sieves: Nos. 4, 8, 16, 30, 50, 100 and dividing by 100.

Fine aggregate, from an individual source when tested for absorption as specified in AASHTO T 84, shall show an absorption of not more than 2.3 percent.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the $\frac{3}{8}$ inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The coarse aggregate from an individual source shall have an absorption no greater than 2.0 percent by weight determined in accordance with AASHTO T 85 modified for weight of sample.

The composite blend shall have a Micro-Deval value of 18.0 percent or less as determined by AASHTO T 327 or not exceed 40 percent loss as determined by AASHTO T 96.

Coarse aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

Coarse aggregate shall conform to the requirements of the following table for the size or sizes designated and shall be well graded between the limits specified.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	$\frac{3}{4}$ inch	$1\frac{1}{2}$ inch	$\frac{1}{2}$ inch
2 inch			100	
$1\frac{1}{2}$ inch	100		95-100	
1 inch	95-100	100	-	
$\frac{3}{4}$ inch	-	90-100	35-70	100
$\frac{1}{2}$ inch	25-60	-	-	90-100
$\frac{3}{8}$ inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

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 the Department. Sampling will be performed by the Department from stockpiles located at the Contractor's/supplier's ready mixed concrete plants. Aggregate approvals will be performed on a 3-year cycle, unless the source or character of the aggregate in question has changed within 3 years from the last test date.

A list of pre-approved coarse aggregate and aggregate-cement/pozzolan blends is maintained by the Department and will determine the acceptability of concrete mix designs proposed for use.

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.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include the following:

- a. Class F Coal Fly Ash meeting the requirements of AASHTO M 295.
- b. Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302.
- c. Densified Silica Fume meeting the requirements of AASHTO M 307.
- d. Lithium Hydroxide Monohydrate (LiOH-H₂O).

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.

Aggregates classified as potentially reactive by the requirements of this specification may be used if certified test results from an accredited independent laboratory utilizing the current AASHTO T 303 (ASTM C 1260) Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, indicating an acceptable alkali-aggregate combination, are submitted to the Department.

703.05 Aggregate for Sand Leveling Aggregate for sand leveling shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The aggregate shall meet the grading requirements of the following table.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
$\frac{3}{8}$ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval..." and replace with "The material shall have a minimum degradation 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 T 113T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed), except that the test shall be performed on the reported degradation value will be the result of testing a single specimen from that portion of the sample that passes the $\frac{1}{2}$ 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, minus any reclaimed asphalt pavement 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. If AASHTO T 96 is used for acceptance of the material, the material shall be retested at intervals of 25%, 50% and 75% completion of the course.

Recycled Asphalt Pavement (RAP) shall not be used for or blended with aggregate base or subbase.

- a. Aggregate for base, Type A and B shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type A	Type B
½ inch	45-70	35-75
¼ inch	30-55	25-60
No. 40	0-20	0-25
No. 200	0-6.0	0-6.0

At least 50 percent by weight of the material retained on the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

Type A aggregate for base shall only contain particles of rock that will pass the 2 inch square mesh sieve.

Type B aggregate for base shall only contain particles of rock that will pass the 4 inch square mesh sieve.

- b. Aggregate for base, Type C shall be crushed ledge or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
	Type C
4 inches	100
3 inches	90-100
2 inches	75-100
1 inch	50-80
½ inch	30-60
No. 4	15-40
No. 200	0-6.0

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by AASHTO T 335.

- c. Aggregate for subbase shall be sand or gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the part that passes a 3 inch sieve shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type D	Type E
½ in	35-80	
¼ inch	25-65	25-100
No. 40	0-30	0-50
No. 200	0-7.0	0-7.0

Type D aggregate for subbase gravel may contain up to 50 percent by weight Recycled Concrete Aggregate (RCA). When RCA is used, the portion of the resulting blend of gravel and RCA retained on a ½” square mesh sieve shall contain a total of no more than 5 percent by weight of other recycled materials such as brick, concrete masonry block, or asphalt pavement as determined by visual inspection.

RCA shall be substantially free of wood, metal, plaster, and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319. RCA shall also be free of all substances that fall under the category of solid waste or hazardous materials.

Aggregate for subbase shall not contain particles of rock which will not pass the 6 inch square mesh sieve.

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 than a bona fide employee working solely for me) to solicit or secure this contract;

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

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

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

CERTIFICATION REGARDING NONCOLLUSION Under penalty of perjury as provided by federal law (28 U.S.C. §1746), the Bidder hereby certifies, to the best of its knowledge and belief, that:

the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the Contract.

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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 than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

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:

<u>Goals for female participation in each trade</u>	6.9%
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Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
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Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
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6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
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Non-SMSA Counties:
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

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

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

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

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
 - d. "Minority" includes:

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

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

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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.

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.”

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) Standard Title VI/Non-Discrimination
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 Non-discrimination 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);

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 the FHWA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination 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 non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

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 **Highway Program**:

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-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The ***Maine Department of Transportation***, 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 ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

By signing this ASSURANCE, the **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA and USDOT** 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 the **FHWA and USDOT**. You must keep records, reports, and submit the material for review upon request to **FHWA and USDOT**, or its designee 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.

The **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 under the **Federal Aid Highway Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Aid Highway Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

MAINE DEPARTMENT OF TRANSPORTATION
(Name of Recipient)

by 
Bruce A. Van Note, Commissioner

DATED 2/13/19

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 Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** 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, 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 **FHWA** 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 **FHWA**, 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 **FHWA** 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.
6. **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 **FHWA** 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 B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **Maine Department of Transportation** will accept title to the lands and maintain the project constructed thereon in accordance with **23 U.S. Code § 107**, the Regulations for the Administration of **the Federal Aid Highway Program**, and the policies and procedures prescribed by the **FHWA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **Maine Department of Transportation** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **Maine Department of Transportation** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **Maine Department of Transportation**, its successors and assigns.

The **Maine Department of Transportation**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **Maine Department of Transportation** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Maine Department of Transportation** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, 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. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds 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.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities 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 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 discrimination, (3) that the (grantee, licensee, 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 USC § 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 Non-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 because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



REPLY TO
ATTENTION OF

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

Regulatory Division
CENAE-RDC

August 12, 2020

Andrea Brady
Environmental Office
Maine Dept. of Transportation
16 State House Station
Augusta, Maine 04333

Dear Ms. Brady:

This concerns Department of the Army General Permit, number NAE-2019-03220, which authorized the placement of temporary and permanent fill below the ordinary high water mark of Schoodic Brook at Cherryfield, Maine in order to replace an existing deteriorated bridge on Route 193.

On July 14, 2020 we issued you a permit modification letter for the above referenced project. The correspondence letter we sent you had an incorrect permit number. The correct permit number should have been NAE-2019-03220. This letter is intended to supercede that correspondence.

In accordance with your previous request, Condition 6 of the permit is hereby amended as follows:

6. In water work shall be conducted from July 15 to March 31 of any year in order to minimize potential impacts to fisheries and local water quality.

In response to your most recent request and in order to reflect adjustments to the riprap slope in front of the new bridge abutments, the permit is also amended to authorize updated waterway and wetland impacts. The revised scope of work will result in approximately 1,130 s.f. of permanent and 4,095 s.f. of temporary stream bed impact, and 1,620 s.f. of permanent and 18,170 s.f. of temporary wetland impact. This work is shown on the attached plan entitled "ROUTE 193 CHERRYFIELD, WASHINGTON COUNTY" in one sheet revised "8/5/2020".

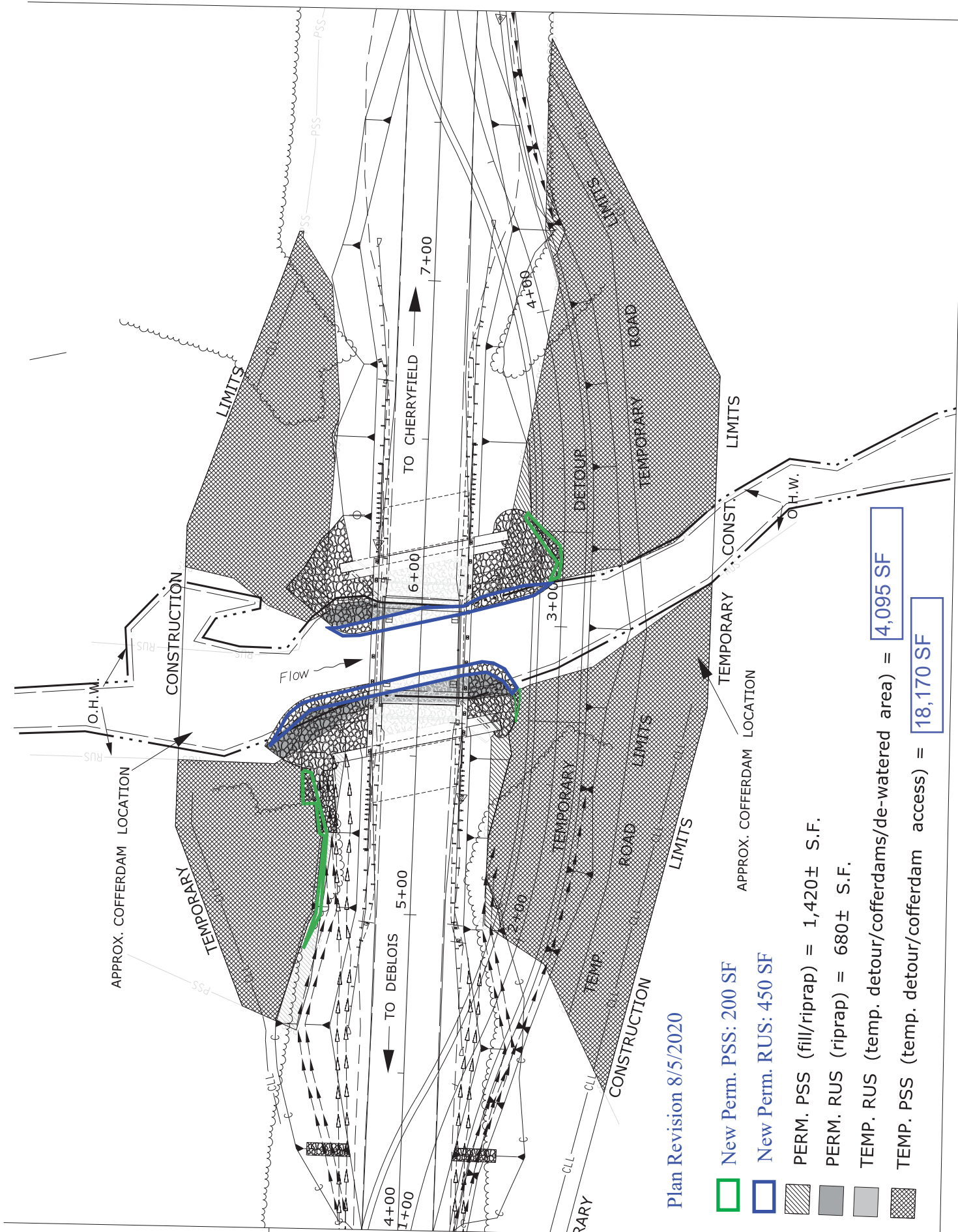
All other conditions of the permit remain in full force and effect.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

-2-

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

For Frank J. Del Giudice
Chief, Permits & Enforcement Branch
Regulatory Division



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 193 CHERRYFIELD WASHINGTON COUNTY	SHEET NUMBER 1
022230.00	PLANS	OF1 174



REPLY TO
ATTENTION OF

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

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

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

CORPS PERMIT # NAE-2019-03220
CORPS GP ID# 19-656
STATE ID# PBR

DESCRIPTION OF WORK:

Place temporary and permanent fill below the ordinary high water mark of Schoodic Brook at Cherryfield, Maine in order to replace an existing deteriorated bridge on Route 193. This work will result in approximately 680 s.f. of permanent and 4,545 s.f. of temporary stream bed impact, and 1,420 s.f. of permanent and 18,370 s.f. of temporary wetland impact. This work is shown on the attached plans entitled "ROUTE 193 CHERRYFIELD, WASHINGTON COUNTY" in two sheets undated and "SCHOODIC BRIDGE, SCHOODIC BROOK, CHERRYFIELD, WASHINGTON COUNTY" in five sheets dated "MAY 2018".

LAT/LONG COORDINATES : 44.684887° N -67.949783° W USGS QUAD: SCHOODIC LAKE, 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 Federal Permit, the Maine General Permit (GP). http://www.nae.usace.army.mil/Portals/74/docs/regulatory/StateGeneralPermits/ME/Maine_General_Permit_2015.pdf

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 _____

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 12/12/19 LEVEL OF REVIEW: CATEGORY 1: ☐ CATEGORY 2: ☒

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 ☐ , 404 ☒ 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 Augusta, 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

JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

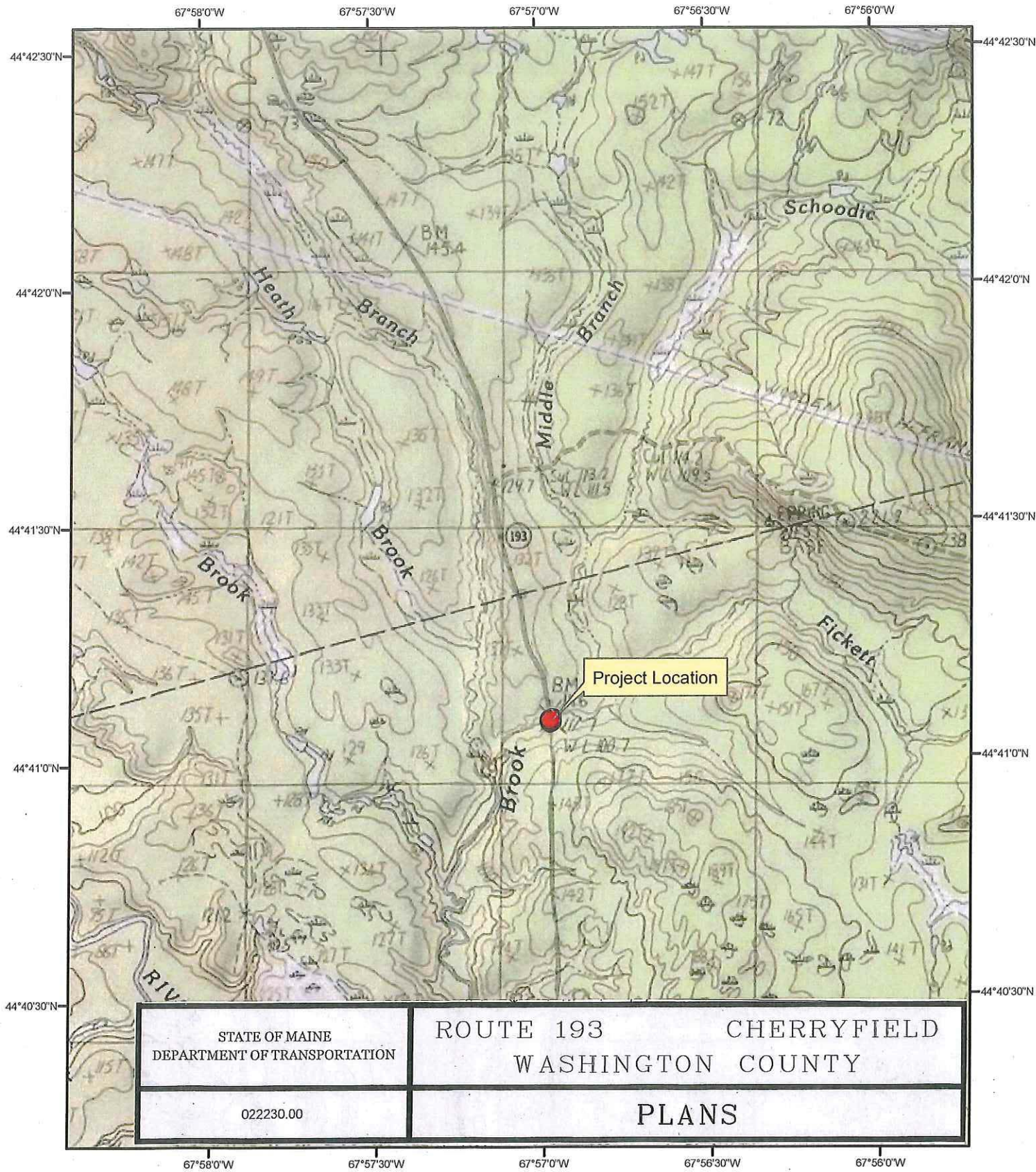
FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION
DATE 2/5/20



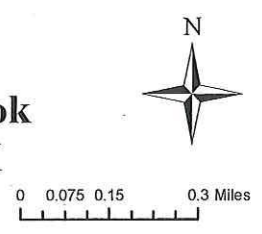
**US Army Corps
of Engineers**
New England District

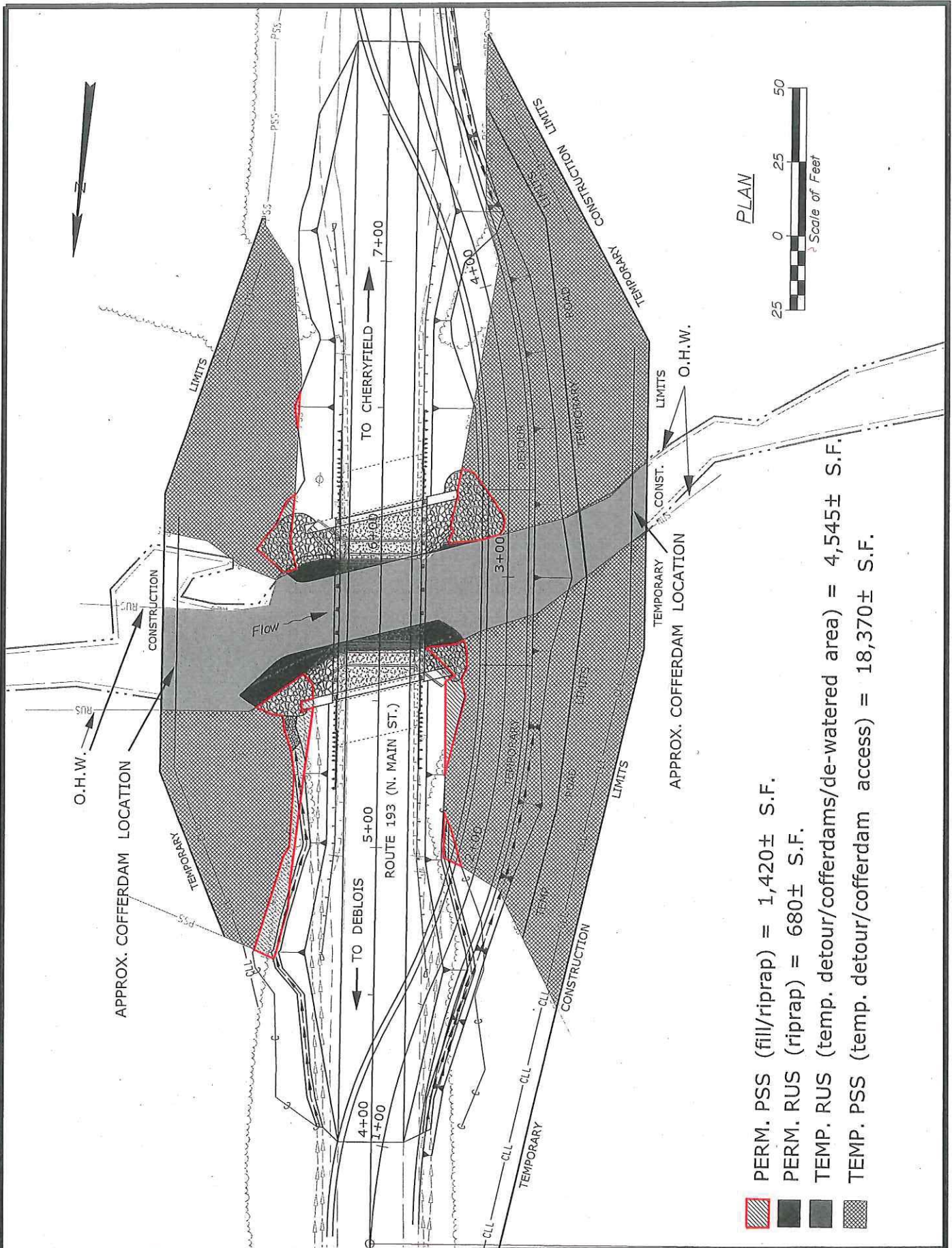
**PLEASE NOTE THE FOLLOWING CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2019-03220**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. The permittee and his contractor(s) shall minimize the potential for effects to salmon and both sturgeon species by conducting all construction activities for the project in accordance with the Maine DOT - approved Soil Erosion and Water Pollution Control Plan. Instream turbidity will be visually monitored and all erosion controls will be inspected daily to ensure that the measures taken are adequate. If inspection shows that the erosion controls are ineffective, immediate action will be taken to repair, replace, or reinforce controls as necessary.
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 work.
6. In water work shall be conducted between July 15 and September 30 in order to minimize potential impacts to fisheries and local water quality.
7. In accordance with the U.S. Fish & Wildlife Programmatic Biological Opinion dated January 23, 2017 and the Project Notification Form supporting the work described in this permit (countersigned by USFWS on July 25, 2019), the permittee shall comply with all designated Avoidance and Minimization Measures (AMMs).



MaineDOT WIN 22230.00
Cherryfield, ME Bridge Replacement
Schoodic Bridge #3649 over Schoodic Brook
2018 USGS Schoodic Lake, ME Quad 24K
44.684887, -67.949783





- PERM. PSS (fill/riprap) = 1,420± S.F.
- PERM. RUS (riprap) = 680± S.F.
- TEMP. RUS (temp. detour/cofferdams/de-watered area) = 4,545± S.F.
- TEMP. PSS (temp. detour/cofferdam access) = 18,370± S.F.

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

022230.00

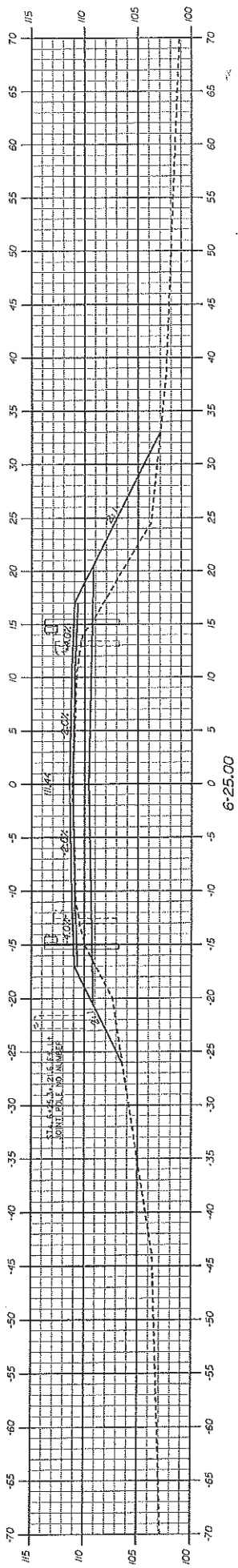
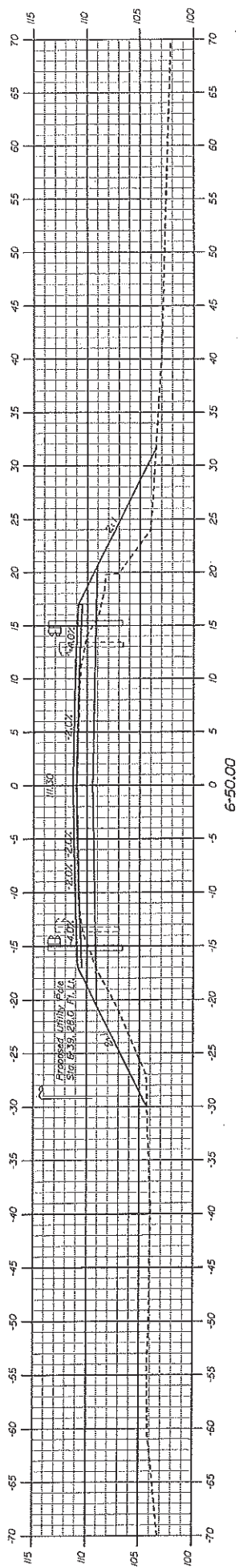
ROUTE 193 CHERRYFIELD
WASHINGTON COUNTY

PLANS

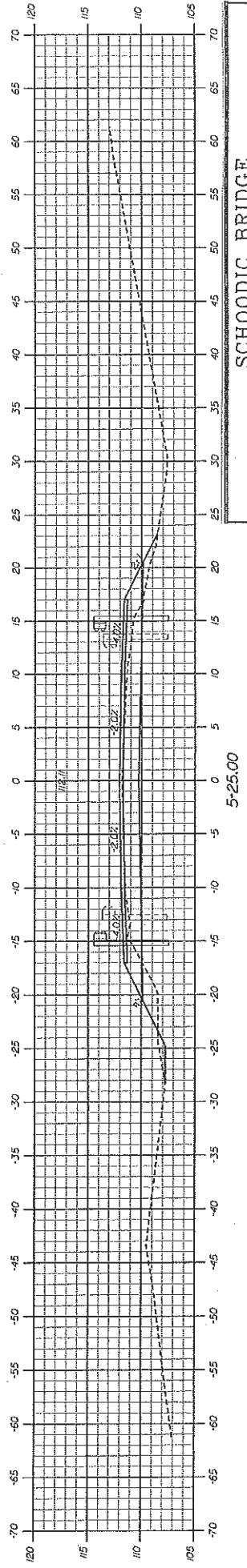
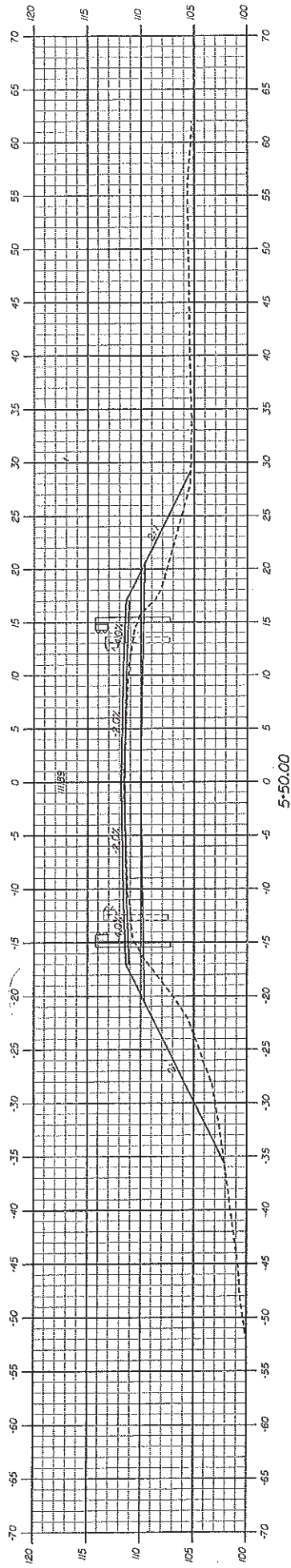
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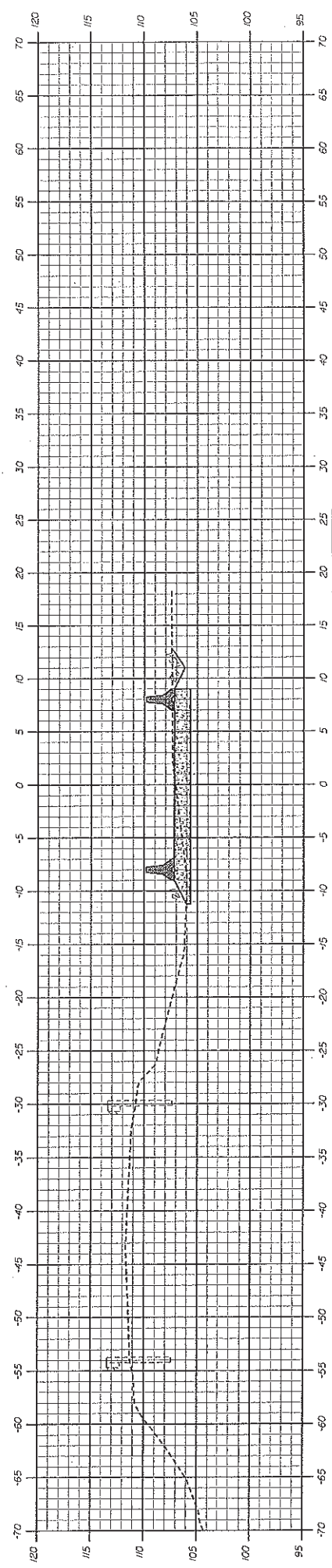
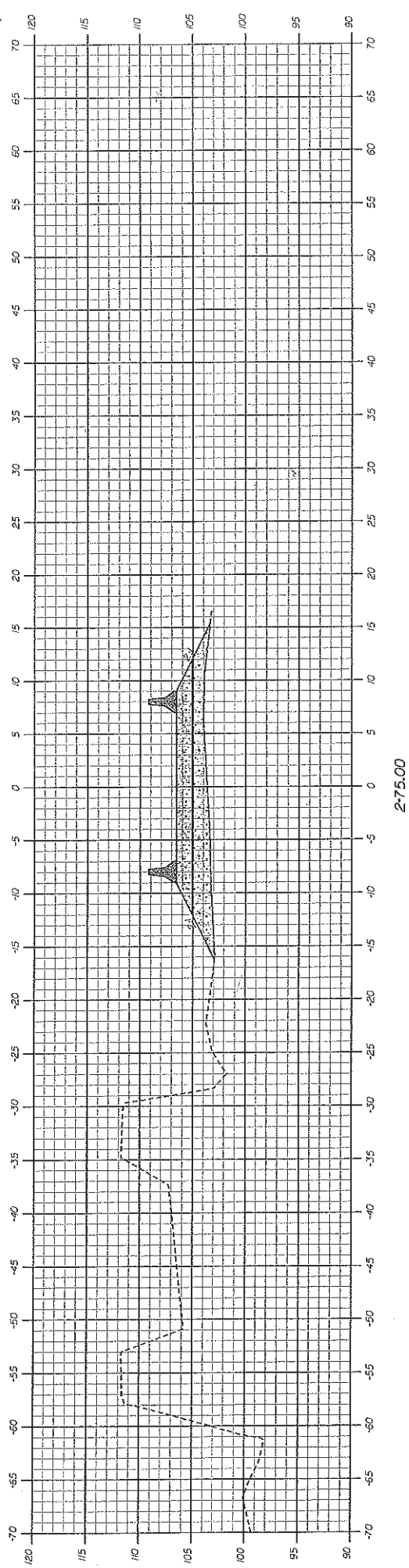
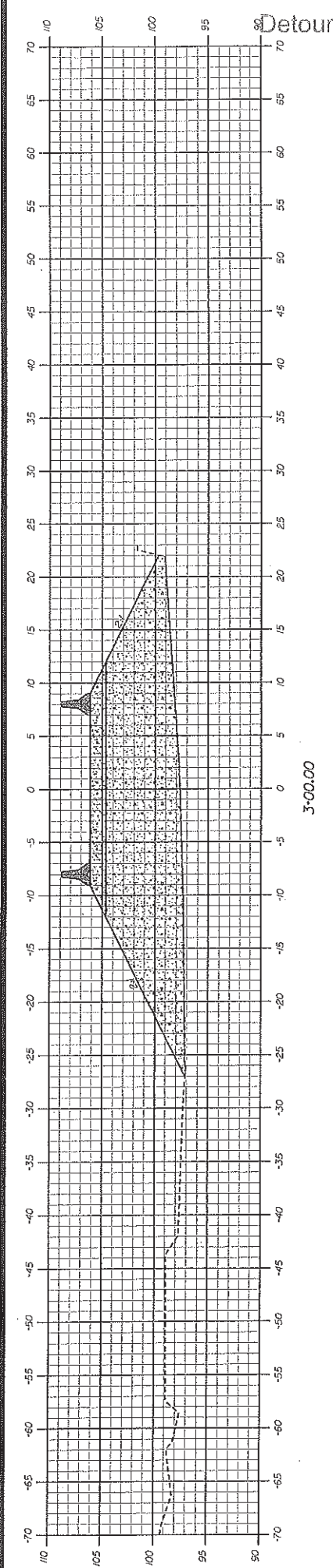
OF1 178



BRIDGE



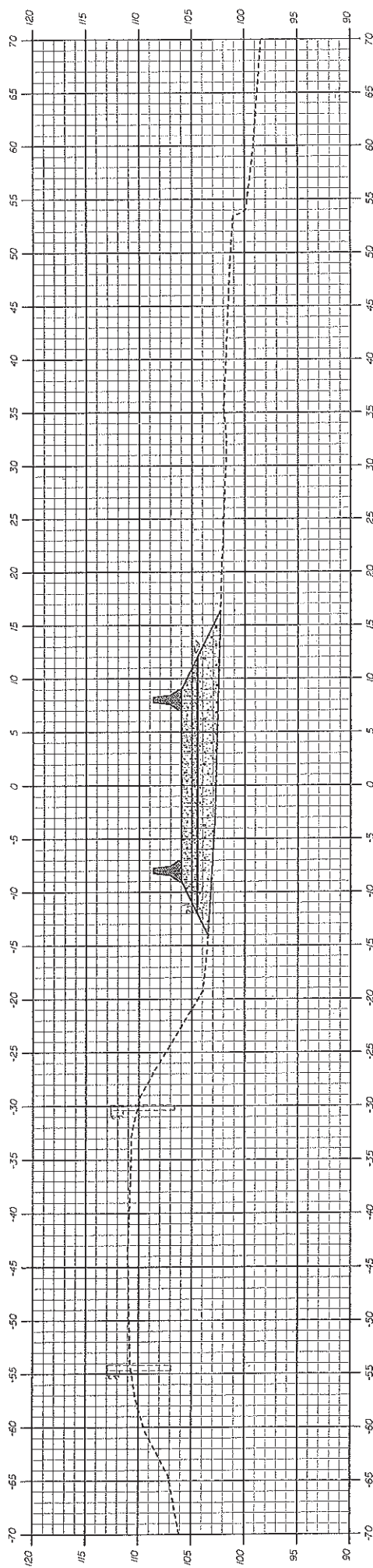
SCHOODIC BRIDGE
SCHOODIC BROOK
CHERRYFIELD WASHINGTON COUNTY



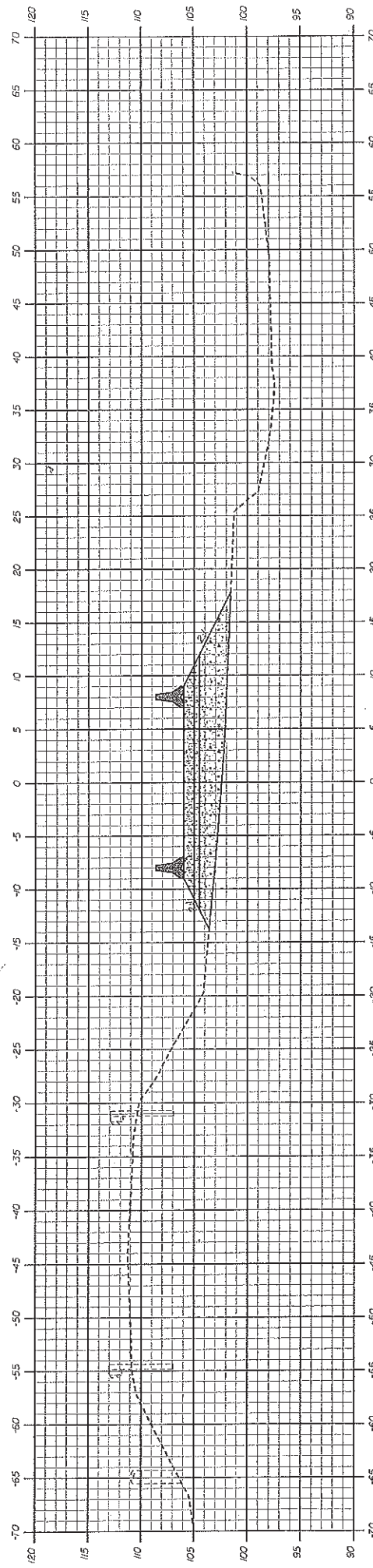
SCHOOLIC BRIDGE
SCHOOLIC BROOK
CHERRYFIELD WASHINGTON COUNTY

2-50.00

Detour



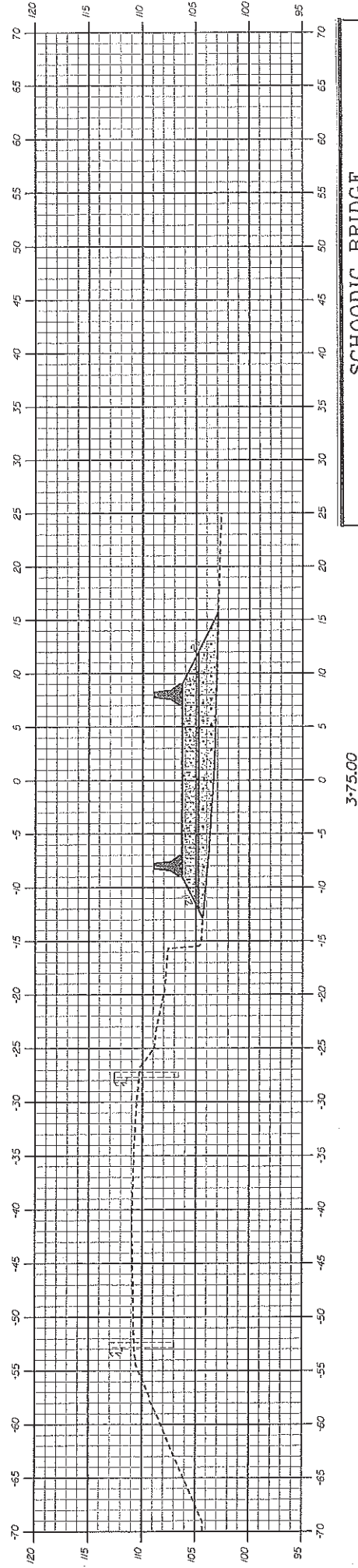
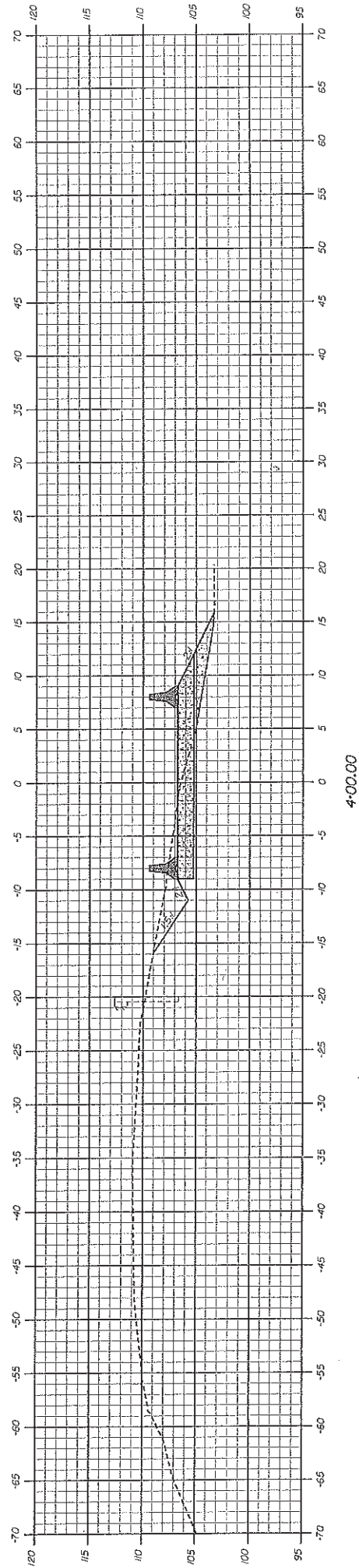
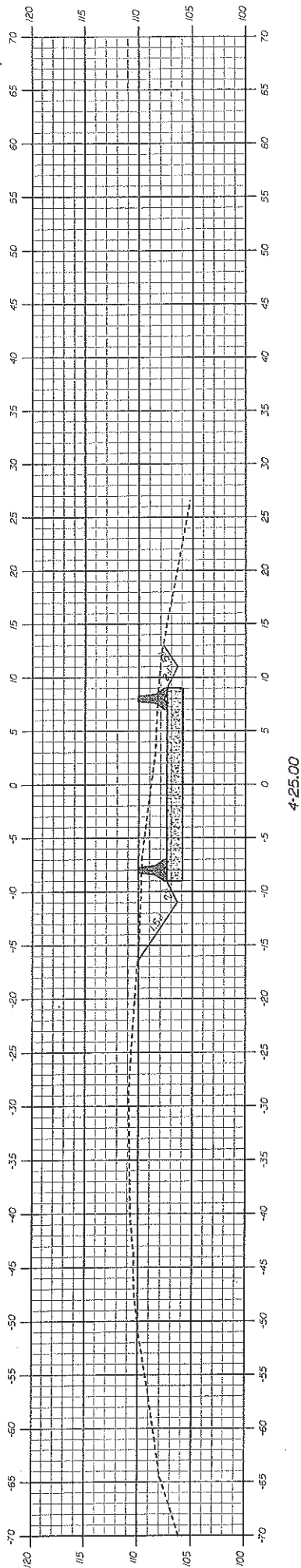
3-50.00



3-25.00

SCHOODIC BRIDGE
SCHOODIC BROOK
CHERRYFIELD WASHINGTON COUNTY

Detour



SCHOODIC BRIDGE
SCHOODIC BROOK
CHERRYFIELD WASHINGTON COUNTY

3-75.00



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

WORK-START NOTIFICATION FORM

(Minimum Notice: Two weeks before work begins)

EMAIL TO: jay.l.clement@usace.army.mil

or

MAIL TO:

Jay Clement
US Army Corps of Engineers
Maine Project Office
442 Civic Center Drive
Augusta, Maine 04330

on Feb 2, 2020 and amended on August 12, 2020.

Corps of Engineers Permit No. NAE-2019-03220 was issued to the Maine Dept. of Transportation. This work is located in Schoodic Brook and in adjacent freshwater wetlands at Cherryfield, Maine and authorized the permittee to place temporary and permanent fill in order to replace an existing deteriorated bridge on Route 193. This work will result in approximately 680 s.f. of permanent and 4,545 s.f. of temporary stream bed impact, and 1,420 s.f. of permanent and 18,370 s.f. of temporary wetland impact.

MaineDOT WIN 22230.00

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

modified on 8/12/20 as follows: 1,130 s.f. of permanent and 4,095 s.f. of temporary stream bed impact, and 1,620 s.f. of permanent and 18,170 s.f. of temporary wetland impact

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Phone & email: () _____ () _____

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

Permittee/Agent Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Date Permit Issued: 02/05/20, amended 8/12/20 **Date Permit Expires:** 10/13/21

FOR USE BY THE CORPS OF ENGINEERS

PM: Clement **Submittals Required:** No

Inspection Recommendation: Inspect as convenient



**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

MaineDOT WIN 22230.00

Permit Number: NAE-2019-03220

Project Manager Clement

Name of Permittee: Maine Dept. of Transportation

Permit Issuance Date: 02/05/20, amended 08/12/20

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

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

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

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

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number

**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.
Section II

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 4345²), 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 4345²) 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.”
Section III

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 Effects³

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 mitigation⁵ for effects to waters of the U.S., including direct, secondary and temporal⁶, 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 Projects⁷

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 utility⁷.

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 Places⁸, 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).

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 zone¹⁰, 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 area¹¹.

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

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 [>> State General Permits >> Permit Resources >> Restoration](http://www.nae.usace.army.mil/missions/regulatory).

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:

	<u>TOY Restriction</u> (no work)	<u>TOY Work Window</u> (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 Areas¹³), 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.

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 Species¹⁶

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.

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). Permittees 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 spans¹⁷ (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 methods¹⁸.

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:

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**, spans¹⁷ 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 simulation¹⁸ to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

c. **For replacement crossings**, spans¹⁷ 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 simulation¹⁸ 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 banks¹⁸. 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 constructed¹⁸ 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 <i>excluding Section 10 Navigable Waters of the U.S. (tidal and freshwater)</i>. 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 wetlands¹ 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. 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)
1. Repair, Replacement, and Expansion, and Maintenance of Authorized Structures and Fills	Repair or maintenance of existing, currently serviceable, authorized fills with no expansion or change in use: • Conditions of the original authorization apply. • Minor deviations in fill design allowed.⁷ • 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. • No effect on federally listed endangered or threatened species or critical habitat. NA – moorings in non-navigable inland waters are not subject to Corps jurisdiction. Note: Moorings placed in freshwater navigable waters are reviewed in the Navigable Waters section. (See B. Navigable Waters on Page 28 below.)
2. Moorings	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 impacts², and temporary fills. • No effect on federally listed endangered or threatened species or critical habitat. • 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.)
4. Aids to Navigation and Temporary Recreational Structures	NA - this activity in non-navigable inland waters is not subject to Corps jurisdiction. 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
CATEGORY 2 (PCN Required)	Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use.

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. 2. The activity does not occur in navigable waters of the U.S. 3. Stream channelization, relocation or loss of streambed including impoundments or discharge of tailings into streams does not occur. 4. No effect on federally listed endangered or threatened species or critical habitat.	1. Work not eligible for Category 1 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. 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: • ≤1 cubic yard of fill per linear foot placed along the bank waterward of ordinary high water. • Work complies with the GCs (GC 44 in particular), including: ○ No structures angled steeper than 1H:1V allowed. Only rough-faced stone or fiber roll revetments allowed. ○ No in-stream work involving fill or excavation in flowing waters (see GC 45(h)). • In-water work limited to Jul 15 – Sep 30. • No work in vernal pools⁵ or SAS³. • 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] <u>Provided:</u> • Historic fill + proposed impact area <15,000 SF complies with GC 5, Single and Complete Projects. • No work in special aquatic sites (SAS)⁴ other than wetlands. • No effect on federally listed endangered or threatened species or critical habitat. 2. For work in Vernal Pool (VP) Management Areas (includes VPs) ⁵ :	1. Work not eligible for Category 1. 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. 3. <i>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.</i> See GC 2 and Appendix C for wetland delineation

	• See GC 23 and Appendix C for VP delineation requirements. • See GC 23 to determine if work qualifies for Category 1 or 2. • See Appendix G for VP documents providing mitigation guidance.	requirements.
9. Utility Line Activities	1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts², and temporary fills. 2. The activity does not occur in, over, or under navigable waters of the U.S. 3. Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments. 4. There is no permanent change in pre-construction contours in waters of the U.S. 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. 6. The utility line is placed within and does not run a) parallel to, or b) along a streambed. 7. Stream channelization, relocation or loss of streambed including impoundments does not occur. 8. No effect on federally listed endangered or threatened species or critical habitat. 9. There is no discharge in SAS other than non-tidal wetlands. 10. Construction mats⁴ 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). 11. Stream crossings must comply with GC 17.	1. Work not eligible for Category 1 2. $\geq 15,000$ 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. 3. <i>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.</i>
10. Linear Transportation Projects (not including stream crossings) 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.) Provided: • Historic fill + proposed impact area <15,000 SF and complies with GC 5 single and complete projects. • No work in special aquatic sites (SAS) other than wetlands. 2. Construction mats⁴ 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). 3. No effect on federally listed endangered or threatened species or critical habitat.	1. $\geq 15,000$ 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. 2. <i>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.</i>

11. Mining Activities	1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. 2. The activity does not occur in navigable waters of the U.S. 3. Stream channelization, relocation or loss of streambed including impoundments or discharge of tailings into streams does not occur. 4. No effect on federally listed endangered or threatened species or critical habitat.	1. Work not eligible for Category 1. 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. 2. No effect on federally listed endangered or threatened species or critical habitat.	1. Work not eligible for Category 1 2. >15,000 SF and < 3 acres of impact.
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	<i>For land-based facilities:</i> 1. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. 2. Stream channelization, relocation or loss of streambed including impoundments does not occur. 3. No effect on federally listed endangered or threatened species or critical habitat. <i>For water-based facilities and hydropower projects:</i> No new facilities are eligible.	<i>For land-based activities:</i> 1. Work not eligible for Category 1. 2. >15,000 SF and < 3 acres impact. 3. <i>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.</i> <i>For water-based facilities and hydropower projects:</i> > 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. SAS³ must typically be restored in place at the same elevation. Note: SVNF or a surrogate state reporting form may be submitted after the fact.	Work not eligible for Category 1

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. • <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. • No stream channelization, relocation or loss of streambed occurs. • The project does not involve establishing new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste. • 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. 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). 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 jurisdiction¹⁶, <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. 2. No stream channelization, relocation, loss of streambed, or farm ponds in streams. 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. 2. > 3 acres of impact will require an IP.

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	<15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. - The activity is supported in writing by a local, state, or non-Corps Federal environmental agency. Water impoundments require PCN. - No conversion of i) a stream to wetland or vice versa, wetland to a pond or uplands, and ii) one wetland type to another. - No dam removal. - No effect on federally listed endangered or threatened species or critical habitat.	- Work not eligible for Category 1 - Aquatic habitat restoration, establishment, and the enhancement of wetlands and riparian areas and the restoration and enhancement of streams and other open waters with impacts of any area $\geq 15,000$ 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	- River, stream and brook work and crossings: - Must comply with GC 45 in particular, including: - No slip lining [see GC 45 (g)]. - No in-stream work involving fill or excavation in flowing waters [see GC 45(h)]. - In-stream work limited to Jul 15 – Sep 30 [see GC 45 (l)]. - No work in riffles and pools³. - No stream relocations. - No dams or dikes⁶. - No effect on federally listed endangered or threatened species or critical habitat. <15,000 SF of inland waterway and/or wetland fill, associated secondary impacts, and temporary impacts. - 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. - In-stream/in-water work limited to Jul 15 – Sep 30. - No effect on federally listed endangered or threatened species or critical habitat. 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

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 wetlands¹ 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. 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)
1. Repair, Replacement, Expansion, and Maintenance of Authorized (or grandfathered) Structures and Fills	CATEGORY 2 (PCN Required) 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. 2. <1 acre temporary or permanent fill, excavation and/or secondary impacts. Fill area includes all temporary and permanent waterway fills, provided: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF. 3. Standard Pile Driving Conditions. Work involving piles shall adhere to one of the four methods below: • Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or • Must be drilled and pinned to ledge, or • Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or • 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 • For the methods above: - 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 - 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. • 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.

2. Moorings	1. Private, non-commercial, non-rental, single-boat moorings, provided: • Authorized by the local harbormaster/town. • Not associated with any boating facility.¹¹ • Boat or mooring not located in a Federal Navigation Project or buffer zone¹² other than in a Federal Anchorage¹². Moorings in a Federal Anchorage not associated with a boating facility¹¹ and are not for rent. • No interference with navigation. • No new moorings located in SAS³. Prior to installation of moorings, a site-specific eelgrass survey should be conducted to document that eelgrass is not present. • When existing, authorized moorings in SAS³ 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. 2. Minor relocation of previously authorized moorings, provided: • Authorized by the local harbormaster/town. • Not located in SAS³ • No interference with navigation. • Cannot be relocated into a Federal Navigation Project¹² other than a Federal Anchorage¹² Note: Cat 1 eligible moorings do not require SVNf.	1. Moorings associated with an existing boating facility¹¹. An eelgrass¹⁴ survey may be required. 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. 3. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits¹³ of a Federal Channel¹². (See Appendix H.) The buffer zone is equal to 3 times the authorized depth of that channel. 4. An IP is required for moorings within the horizontal limits¹¹, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project¹², except those in Federal Anchorages¹². <i>For 1-4 above, siting of new individual moorings in SAS³, including eelgrass¹⁴, should be avoided to the maximum extent practicable. If SAS³ 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.</i>
3. Structures, Floats and Lifts	1. Reconfiguration of existing authorized structures shall occur in-the-dry during low water. 2. Minor relocation of <u>previously authorized</u> floats or moored floats/lobster cars, provided: • Authorized by the local harbormaster/town. • Not located in SAS³. • No interference with navigation. • Cannot be relocated into a Federal Navigation Project¹² other than a Federal Anchorage¹².	1. New structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent). Includes both pile supported and crib supported structures. 2. Expansions to existing boating facilities¹¹ <u>For 1 & 2 above, compliance with the following design standards is not required but recommended:</u> • Pile-supported structures <400 SF, with attached floats totaling ≤200 SF. • Bottom anchored floats ≤200 SF. • Structures are ≤4' wide and have at least a 1:1 height:width ratio¹¹. • Floats supported a minimum of 18" above the substrate during all

		tides. • Structures & floats not located within 25' of any eelgrass⁸. • Moored vessels not positioned over SAS⁹. • The Corps may require a letter of no objection from the abutter if structure is to be within 25 feet of the property line. • No structure extends across >25% of the waterway width at mean low water. • Not located within the buffer zone of the horizontal limits¹³ of a Corps Federal Navigation Project (FNP) (App. F). The buffer zone is equal to three times the authorized depth of that FNP. 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 limits¹³ of a Corps Federal Navigation Project¹² (see App. H). 4. An Individual Permit is required for structures & floats associated with a new or previously unauthorized boating facility¹¹. 5. Standard Pile Driving Conditions. Work involving piles shall adhere to one of the four methods below: • Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or • Must be drilled and pinned to ledge, or • Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or • 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 • For the methods above: ○ 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 ○ 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. • 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. 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).” 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 dredging¹⁰ for navigational purposes <1,000 CY with upland disposal. Includes return water from upland contained disposal area, provided: • Proper siltation controls are used. • Dredging & disposal operation limited to Nov. 8 – Apr. 9. • No impact to SAS³. • No dredging in intertidal areas. • No dredging within 100’ of shellfish beds. • No dredging in areas designated as Critical Habitat for Atlantic salmon [see GC 8(b) & (c)]. • 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. • 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)]. • No underwater blasting. 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 dredging¹⁰ ≥1,000 CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Disposal includes: • Upland. • 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. • Open water & confined aquatic disposal, if Corps finds the material suitable. 2. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a Category 2 review. 3. Maintenance or new dredging¹⁰ and/or disposal in or affecting a SAS³ requires an Individual Permit.

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. 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF.
7. Bank and Shoreline Stabilization	1. Bank stabilization projects <200 linear feet provided: • ≤1 cubic yard of fill per linear foot placed along the bank waterward of high tide line. No fill or equipment will occur in SAS³. • Work conducted in the intertidal zone must be conducted in-the-dry during low water. • No structures angled steeper than 1H:1V and only rough-faced stone or fiber roll revetments allowed. • No driving of piles or sheeting. 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. 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF.
8. Residential, Commercial, and Industrial 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF. 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. 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: • Conditions of the original authorization apply. • Trenching or filling is confined to the existing footprint. • In water work conducted between Nov 8 and Apr 9. • No new impact to SAS. 2. Particularly relevant is GC12. 3. <u>New work</u> in, over, or under navigable waters requires a PCN and Category 2 review. 4. Except for aerial utility lines, work 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	1. New or replacement installations or work not otherwise eligible for Category 1. 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF. 3. Particularly relevant is GC12

	Squaw Point) on Cape Jellison in Stockton Springs or in tidal	
10. Linear Transportation Projects (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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF.
11. Mining Activities	Not Eligible	Not Eligible
12. Boat Ramps and Marine Railways	1. No new impact to SAS 2. Marine railway and boat ramp work not eligible for maintenance⁷ (i.e. not currently serviceable⁷) may be replaced “in-kind” with minor deviations⁷ provided: • Work is in the intertidal zone. • No fill expansion below high tide line. • Work conducted in-the-dry during low water. 3. No new boat ramps or marine railways.	1. Work not eligible for Category 1 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF. 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.). 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. 3. No effect on federally listed endangered or threatened species or critical habitat	1. Work not eligible for Category 1 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: • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF.

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. Note: SVNf or a surrogate state reporting form may be submitted after the fact. No SVNf is required for Category 1 eligible 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. 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 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: • Temporary or permanent fill in eelgrass ¹⁴ <1000 SF. • 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 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: • Temporary or permanent fill in eelgrass ¹⁴ <1000 SF. • 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. 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 $\leq \frac{1}{2}$ acre. 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. 2. SAS planting and transplanting ≤ 100 SF in tidal waters; 3. No artificial or living reefs. 4. The activity is authorized in writing by a local, state, or non-Corps federal environmental agency. Water impoundments require PCN. 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. 6. No dam removal. 7. Shellfish habitat enhancement such as brushing the flats is eligible for Category 1, <i>but not the use of netting which requires Category 2 review.</i>	1. Work not eligible for Category 1. 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

¹Bordering 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.

³Special Aquatic Sites: Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows (predominantly comprised of eelgrass in Maine).

⁴Construction 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.

⁵Vernal 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, town facilities, dockminiums, 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 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.

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)

Federal Emergency Management Agency
99 High St.
Boston, MA 02110
(877) 336-2734 (phone)
(Flood Plain Management)

U.S. Environmental Protection Agency
5 Post Office Square
Suite 100 (OEP05-2)
Boston, MA 02109-3912
(617) 918-1589 (phone)

National Marine Fisheries Service
55 Great Republic Drive
Gloucester, MA 01930
(978) 281-9102 (phone); (978) 281-9301 (fax)
(Federal endangered species & EFH)

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 Park Service
North Atlantic Region
15 State Street
Boston, MA 02109
(617) 223-5203 (phone)
(Wild and Scenic Rivers)

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)

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)

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

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

Aroostook Band of Micmacs

7 Northern Road

Presque Isle, Maine 04769

(207) 764-1972 (phone); (207) 764-7667 (fax)

jpictou@micmac-nsn.gov

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

Penobscot Nation

Cultural and Historic Preservation Dept.

12 Wabanaki Way

Indian Island, Maine 04468

(207) 817-7471 (phone)

chris.sockalexis@penobscotnation.org

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

4. Organizational Websites (Note – Subject to Change):

U.S. Army Corps of Engineers, N.E. District

U.S. Army Corps of Engineers, Headquarters

U.S. Environmental Protection Agency

National Marine Fisheries Service

U.S. Fish and Wildlife Service

National Park Service

Maine Department of Environmental Protection

Maine Department of Agriculture,

Conservation and Forestry

Maine Land Use Planning Commission

Maine Department of Marine Resources

State of Maine - Aquaculture Guidelines

www.nae.usace.army.mil/missions/regulatory.aspx

See above link>>Useful Links>>Federal Agency Links

www.epa.gov/owow/wetlands

www.nmfs.noaa.gov

www.fws.gov/mainefieldoffice

www.nps.gov/rivers/index.html

www.maine.gov/dep

www.maine.gov/acf/index.shtml

www.maine.gov/doc/lupc/commission/offices.shtml

www.maine.gov/dmr/index.htm

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 environmental 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 (*Ruppia maritima*) 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*.)

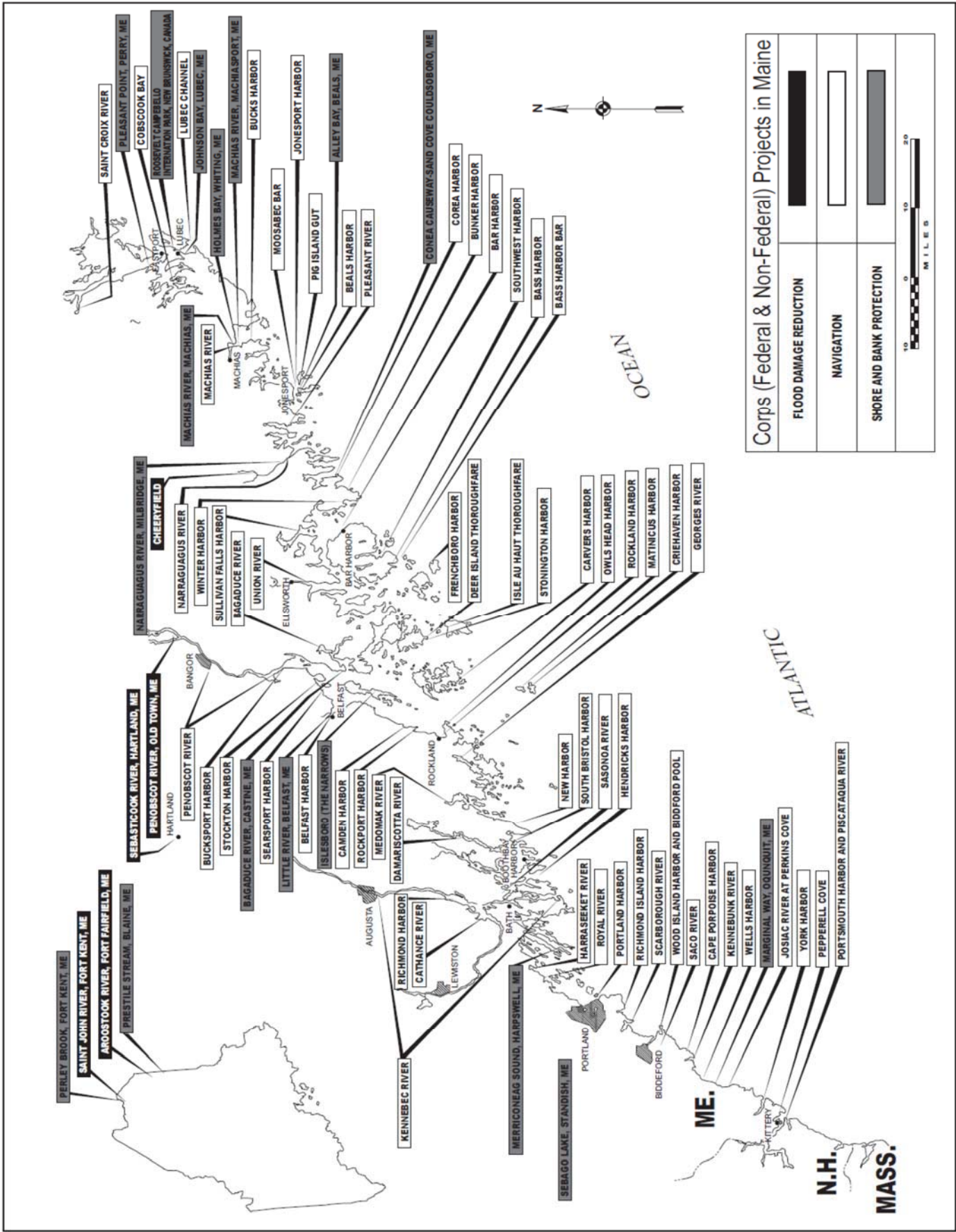
* www.nae.usace.army.mil/reg under "Vernal Pools."

(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





Environmental Summary Sheet

WIN: 22230.00

Date Submitted: 8/12/2020

Town: Cherryfield

CPD Team Leader: Andrea Brady

ENV Field Contact: Ryan Annis

NEPA Complete: 12/13/19. Programmatic Categorical Exclusion per 23 CFR 771.117 (c) (28)

☒	Section 106 Complete – No Effect Section 106 Resources: none		
☒	Section 4(f) and 6(f) <u>Section 4(f)</u> No 4(f) properties <u>Section 6(f)</u> No takes		
☐	Maine Department of Inland Fisheries and Wildlife Essential Habitat Not Applicable	Timing Window: Not Applicable	
☒	Section 7 Special of Concern: Atlantic Salmon DPS and Critical Habitat – Likely to Adversely Affect Comments/References: Formal Programmatic Consultation (MAP). Special Conditions apply. See Special Provision 105. Species of Concern: Northern Long-eared Bat-Not Likely to Adversely Affect Comments/References: Streamlined 4(d) consultation complete		
☒	Essential Fish Habitat Atlantic Salmon – Adverse Effect – Not Substantial.		
☐	Maine Department of Conservation/Public Lands, Submerged Land Lease Not applicable		
☐	Maine Land Use Planning Commission Not Applicable		
☒	Maine Department of Environmental Protection Exempt per §480-Q. 2-D. Existing Crossings <i>*Applicable Standards and Permit are included with the contract</i>		
☒	U.S. Army Corps of Engineers (ACOE): Section 404 of the Clean Water Act - Category 2 Permit # NAE-2019-03220 - Work Start Notification and Compliance Certification Form to be completed by ENV Field Contact and submitted to ACOE with copy to Andrea Brady - In-water work window: July 15 – March 31 - Special Conditions apply (MAP). See Special Provision 105. <i>*Applicable Standards and Permit are included with the contract</i>		
☐	Stormwater Review Not Applicable		
☒	Special Provisions Required		
	Special Provision 105-Environmental Requirements	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 Material	N/A ☐	Applicable ☒
	Special Provision 203-Special Fill-Streambed Materials	N/A ☒	Applicable ☐
	Special Provision 610-Stream Channel Rock	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: 07/30/2020



Environmental Summary Sheet

WIN: 22294.00

Town: Cherryfield

CPD Team Leader: Andrea Brady

ENV Field Contact: Ryan Annis

Date Submitted: 7/21/2020

NEPA Complete: 12/19/19 Programmatic Categorical Exclusion per 23 CFR 771.117(c) 28

- ☒ **Section 106**
Programmatic Agreement - B
Section 106 Resources: none
- ☒ **Section 4(f) and 6(f)**
Section 4(f)
No use
Section 6(f)
Not Applicable - No takes

- ☐ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**
Not Applicable **Timing Window:** Not Applicable

- ☒ **Section 7**
Species of Concern: Atlantic Salmon – DPS & Critical Habitat – No in-water work – No Effect.
Species of Concern: Northern Long-Eared Bat – 4(d) Not Likely to Adversely Affect

- ☐ **Essential Fish Habitat**
Atlantic Salmon - No in-water work – No Effect.

- ☐ **Maine Department of Conservation/Public Lands, Submerged Land Lease**
Not applicable

- ☐ **Maine Land Use Planning Commission**
Not Applicable

- ☒ **Maine Department of Environmental Protection**
Exempt per §480-Q. 2-D. Existing Crossings
**Applicable Standards and Permit are included with the contract*

- ☐ **U.S. Army Corps of Engineers (ACOE): Section 404 of the Clean Water Act**
N/A – No jurisdiction; no in-water work

**Applicable Standards and Permit are included with the contract*

- ☐ **Stormwater Review**
Not Applicable

- ☒ **Special Provisions Required**
- | | | |
|--|---|--|
| Special Provision 105-Environmental Requirements | 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 Material | N/A ☒ | Applicable ☐ |
| Special Provision 203-Special Fill-Streambed Materials | N/A ☒ | Applicable ☐ |
| Special Provision 610-Stream Channel Rock | N/A ☒ | Applicable ☐ |
| General Note for Hazardous Waste | N/A ☒ | Applicable ☐ |
| Special Provision 203-Hazardous Waste | N/A ☒ | Applicable ☐ |
| Special Provision 511-Cofferdams | N/A ☒ | Applicable ☐ |

**All permits and approvals based on plans/scope as of: 12/20/2019*