Updated **12/13/2021**

FEDERAL PROJECT

Effective May 15, 2020
Supersedes April 22, 2020

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.

April 28, 2017
Supersedes November 05, 2014

NOTICE

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

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

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

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via http://www.BIDX.com. For information on electronic bidding contact 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, executers, administrators, successors and assigns, jointly and severally.

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

_____

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

Signed and sealed this_____day of_____20_____

WITNESS:

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

WITNESS

_____

_____

_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

NOTICE

Bidders:

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

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

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

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

WIN(S): _____ Town(s):_____Bid Date: _____

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

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

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

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

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

MDOTs DBE Directory of Certified firms can also be obtained at 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 2022-2024
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 2022-24 (October 1, 2021 through September 30, 2024) MaineDOT has established an annual DBE participation goal of **1.97%** 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, 2024. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 1.97% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.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

MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR PROPOSED UTILIZATION FORM

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

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

Contact Person: _____ **Fax:** _____

E-mail: _____

BID DATE: _____

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

TOTAL ANTICIPATED DBE____% PARTICIPATION FOR THIS CONTRACT

WBE	DBE	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated $ Value
						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 Frank J. Wood Bridge Replacement in the town of **BRUNSWICK** and **TOPSHAM**" 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 March 1, 2023, 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 prequalification, 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. STP-2260(300), WIN 022603.00

Location: In Cumberland and Sagadahoc Counties, Frank J. Wood bridge is located on Main Street/ Route 201/ 24B over the Androscoggin River on the town line.

Scope of Work: Frank J. Wood bridge replacement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at http://www.maine.gov/mdot/contractors/ contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Project Manager Mackenzie Kersbergen** 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.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at http://www.maine.gov/mdot/contractors/ . They may be purchased from the Department between the hours of 7:00 a.m. to 3:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Full size plans $199.00 ($209.00 by mail). Half size plans $99.50 ($104.00 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 5% of the bid amount, 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.

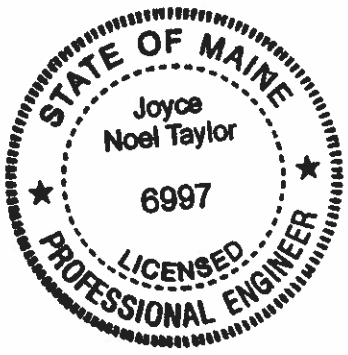
This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

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
February 1, 2023

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER



Brunswick - Topsham
Frank J. Wood Bridge
WIN 022603.00
April 14, 2011
Supersedes August 3, 2004

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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)

aine Depa en o anspo a ion

Proposal Schedule of Items

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

Al Set ID: **Al b ID:**

Contractor: _____

Proposal Line Number	I e ID Desc ip ion	Approximate Quantity and Uni s	Unit Price Dollars Cen s	Bid A oun Dolla s Cen s
0010	201.23 REMOVING SINGLE TREE TOP ONLY	5.000 EA	_____.____	_____.____
0020	201.24 REMOVING STUMP	5.000 EA	_____.____	_____.____
0030	202.15 REMOVING EXISTING MANHOLE OR CATCH BASIN	1.000 EA	_____.____	_____.____
0040	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP SUM	_____.____
0050	202.202 REMOVING PAVEMENT SURFACE	400.000 SY	_____.____	_____.____
0060	203.20 COMMON EXCAVATION	1,655.000 CY	_____.____	_____.____
0070	203.21 ROCK EXCAVATION	100.000 CY	_____.____	_____.____
0080	203.24 COMMON BORROW	500.000 CY	_____.____	_____.____
0090	203.25 GRANULAR BORROW	2,630.000 CY	_____.____	_____.____
0100	203.35 CRUSHED STONE 3/4 INCH	57.000 CY	_____.____	_____.____
0110	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	1,770.000 CY	_____.____	_____.____
0120	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	420.000 CY	_____.____	_____.____

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
0130	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1,740.000 CY				
0140	304.14 AGGREGATE BASE COURSE - TYPE A	22.000 CY				
0150	403.207 HOT MIX ASPHALT 19.0 MM HMA	200.000 T				
0160	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	200.000 T				
0170	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	470.000 T				
0180	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	110.000 T				
0190	403.213 HOT MIX ASPHALT 12.5 MM BASE	400.000 T				
0200	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	470.000 T				
0210	409.15 BITUMINOUS TACK COAT - APPLIED	350.000 G				
0220	461.131 TEMPORARY PAVEMENT	100.000 T				
0230	501.25 STEEL CASING 30 INCH GALV	40.000 LF				
0240	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	730.000 CY				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars Cents	Bid Amount Dollars Cents
0250	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM	LUMP SUM	_____.____
0260	502.2356 MISCELLANEOUS CONCRETE THICKENED SLAB	56.000 CY	_____.____	_____.____
0270	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM	LUMP SUM	_____.____
0280	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	480.000 CY	_____.____	_____.____
0290	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM	LUMP SUM	_____.____
0300	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM	LUMP SUM	_____.____
0310	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP SUM	_____.____
0320	502.565 CONCRETE FILL	410.000 CY	_____.____	_____.____
0330	502.703 FRP DOWNSPOUT	3.000 EA	_____.____	_____.____
0340	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: B	24.000 EA	_____.____	_____.____
0350	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	199,800.000 LB	_____.____	_____.____

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars Cents	Bid Amount Dollars Cents
0360	503.13 REINFORCING STEEL, PLACING	199,800.000 LB	_____.____	_____.____
0370	503.19 LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	78,900.000 LB	_____.____	_____.____
0380	503.20 LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	78,900.000 LB	_____.____	_____.____
0390	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED	LUMP SUM	LUMP SUM	_____.____
0400	504.71 STRUCTURAL STEEL ERECTION	LUMP SUM	LUMP SUM	_____.____
0410	505.08 SHEAR CONNECTORS	LUMP SUM	LUMP SUM	_____.____
0420	506.9104 THERMAL SPRAY COATING - SHOP APPLIED	LUMP SUM	LUMP SUM	_____.____
0430	507.08311 ORNAMENTAL STEEL BRIDGE RAILING, 4 BAR WITH PALES	LUMP SUM	LUMP SUM	_____.____
0440	507.0843 ALUMINUM PIPE HAND RAILING	LUMP SUM	LUMP SUM	_____.____
0450	507.08491 BARRIER-MOUNTED ALUMINUM PEDESTRIAN RAILING	LUMP SUM	LUMP SUM	_____.____
0460	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM	_____.____

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0470	510.11 SPECIAL DETOUR, PEDESTRIAN TRAFFIC ONLY	LUMP SUM	LUMP SUM		_____	_____
0480	511.07 COFFERDAM: ABUT NO.1	LUMP SUM	LUMP SUM		_____	_____
0490	511.07 COFFERDAM: ABUT NO.2	LUMP SUM	LUMP SUM		_____	_____
0500	511.07 COFFERDAM: PIER NO.1	LUMP SUM	LUMP SUM		_____	_____
0510	511.07 COFFERDAM: PIER NO.2	LUMP SUM	LUMP SUM		_____	_____
0520	511.07 COFFERDAM: PIER NO.3	LUMP SUM	LUMP SUM		_____	_____
0530	512.081 FRENCH DRAINS	LUMP SUM	LUMP SUM		_____	_____
0540	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP SUM		_____	_____
0550	518.60 REPAIR OF VERTICAL SURFACES < 8 IN.	200.000 SF	_____	_____	_____	_____
0560	521.23 EXPANSION DEVICE FINGER JOINT	2.000 EA	_____	_____	_____	_____
0570	521.32 FABRIC TROUGH FOR FINGER JOINT	2.000 EA	_____	_____	_____	_____
0580	523.52 BEARING INSTALLATION	25.000 EA	_____	_____	_____	_____

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
0590	523.5551 POT OR DISC BEARINGS, FIXED	5.000 EA				
0600	523.5552 POT OR DISC BEARINGS, EXPANSION	20.000 EA				
0610	524.301 TEMPORARY STRUCTURAL SUPPORT	LUMP SUM	LUMP SUM			
0620	525.75 GRANITE BENCH TYPE A SEATING	8.000 EA				
0630	525.75 GRANITE BENCH TYPE B	23.000 EA				
0640	525.75 GRANITE BENCH TYPE B1	2.000 EA				
0650	525.75 GRANITE BENCH TYPE C, AMPHITHEATER	26.000 EA				
0660	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM	LUMP SUM			
0670	526.341 PERMANENT CONCRETE BARRIER (1640 LF)	LUMP SUM	LUMP SUM			
0680	530.30 GFRP, REINFORCEMENT BARS, FABRICATED & DELIVERED	365,400.000 LF				
0690	530.31 GFRP, REINFORCEMENT BARS, PLACING	365,400.000 LF				
0700	603.159 12 INCH CULVERT PIPE OPTION III	227.000 LF				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
0710	603.169 15 INCH CULVERT PIPE OPTION III	24.000 LF				
0720	603.179 18 INCH CULVERT PIPE OPTION III	27.000 LF				
0730	603.199 24 INCH CULVERT PIPE OPTION III	27.000 LF				
0740	604.072 CATCH BASIN TYPE A1-C	3.000 EA				
0750	604.15 MANHOLE	2.000 EA				
0760	604.158 UTILITY VAULT CMP	1.000 EA				
0770	604.158 UTILITY VAULT GWI, COMCAST & FIRSTLIGHT	2.000 EA				
0780	604.164 REBUILDING CATCH BASIN	6.000 EA				
0790	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	4.000 EA				
0800	604.244 CATCH BASIN TYPE F4	4.000 EA				
0810	604.246 CATCH BASIN TYPE F5	1.000 EA				
0820	604.248 CATCH BASIN TYPE F6	2.000 EA				
0830	604.74 SPECIAL DRAIN	1.000 EA				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
0840	605.09 6 INCH UNDERDRAIN TYPE B	1,250.000 LF				
0850	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	2.000 EA				
0860	606.356 UNDERDRAIN DELINEATOR POST	2.000 EA				
0870	606.365 GUARDRAIL REMOVE, MODIFY, AND RESET	200.000 LF				
0880	607.19 CHAIN LINK FENCE - 8 FOOT	46.000 LF				
0890	607.2323 CHAIN FENCE GATE 6 FOOT X 8 FOOT OPENING	1.000 EA				
0900	607.243 REMOVE CHAIN LINK FENCE	150.000 LF				
0910	607.39 PEDESTRIAN FENCE	280.000 LF				
0920	608.08 REINFORCED CONCRETE SIDEWALK	840.000 SY				
0930	608.15 BRICK SIDEWALK WITH BITUMINOUS BASE	130.000 SY				
0940	608.26 CURB RAMP DETECTABLE WARNING FIELD	85.000 SF				
0950	608.282 GRANITE PAVERS WITH CONCRETE BASE	126.000 SY				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0960	609.11 VERTICAL CURB TYPE 1	1,200.000 LF				
0970	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	95.000 LF				
0980	609.13 VERTICAL BRIDGE CURB TYPE 1	1,635.000 LF				
0990	609.221 TERMINAL CURB TYPE 1	94.000 LF				
1000	609.222 TERMINAL CURB TYPE 1 - CIRCULAR	20.000 LF				
1010	609.441 CURBING REMOVED AND STACKED	1,250.000 LF				
1020	610.08 PLAIN RIPRAP	130.000 CY				
1030	610.16 HEAVY RIPRAP	340.000 CY				
1040	610.18 STONE DITCH PROTECTION	2.000 CY				
1050	610.21 RIVER STONES 2 INCH - 3 INCH	6.000 CY				
1060	610.35 AMPHITHEATRE STONE PAVING	301.000 SF				
1070	610.61 NATURAL BOULDER	26.000 EA				
1080	613.319 EROSION CONTROL BLANKET	220.000 SY				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1090	615.07 LOAM	460.000 CY				
1100	616.08 SODDING	480.000 SY				
1110	618.13 SEEDING METHOD NUMBER 1	3.000 UN				
1120	619.12 MULCH	3.000 UN				
1130	619.13 BARK MULCH	65.000 CY				
1140	619.14 EROSION CONTROL MIX	10.000 CY				
1150	620.58 EROSION CONTROL GEOTEXTILE	585.000 SY				
1160	621.129 SM DECID TR (6' - 8') MULTI STEM CLUMP GROUP A	10.000 EA				
1170	621.269 LARGE DECIDUOUS TREE (1.75 INCH - 2 INCH CALIPER) GROUP C	6.000 EA				
1180	621.285 LARGE DECIDUOUS TREE (3 INCH - 3.50 INCH CALIPER) GROUP A	9.000 EA				
1190	621.389 EVERGREENS (15 INCH - 18 INCH) GROUP A	203.000 EA				
1200	621.395 EVERGREENS (18 INCH - 24 INCH) GROUP A	129.000 EA				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
1210	621.546 DECIDUOUS SHRUBS (2 FOOT - 3 FOOT) GROUP A	98.000 EA				
1220	621.552 DECIDUOUS SHRUBS (3 FOOT - 4 FOOT) GROUP A	33.000 EA				
1230	621.71 HERBACEOUS PERENNIALS GROUP A	756.000 EA				
1240	621.80 ESTABLISHMENT PERIOD	LUMP SUM	LUMP SUM			
1250	621.98 METAL LANDSCAPE EDGING	34.000 LF				
1260	626.11 PRECAST CONCRETE JUNCTION BOX	1.000 EA				
1270	626.22 NON-METALLIC CONDUIT	3,250.000 LF				
1280	626.221 NON-METALLIC CONDUIT CONCRETE ENCASED	320.000 LF				
1290	626.411 18 INCH DIAMETER FOUNDATION	110.000 LF				
1300	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	4,550.000 LF				
1310	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	410.000 SF				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
1320	627.752 TEMPORARY WHITE OR YELLOW PAVEMENT & CURB MARKING	210.000 SF				
1330	627.77 REMOVING PAVEMENT MARKINGS	260.000 SF				
1340	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	16,200.000 LF				
1350	629.05 HAND LABOR, STRAIGHT TIME	108.000 HR				
1360	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	40.000 HR				
1370	631.11 AIR TOOL (INCLUDING OPERATOR)	40.000 HR				
1380	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR				
1390	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	60.000 HR				
1400	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	40.000 HR				
1410	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	40.000 HR				
1420	631.21 ROAD BROOM (INCLUDING OPERATORS AND HAULER)	40.000 HR				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
1430	631.22 FRONT END LOADER (INCLUDING OPERATOR)	60.000 HR				
1440	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	60.000 HR				
1450	633.01 SEAT WALLS	116.000 LF				
1460	634.160 HIGHWAY LIGHTING	LUMP SUM	LUMP SUM			
1470	634.162 PARK LIGHTING SYSTEM BRUNSWICK	LUMP SUM	LUMP SUM			
1480	634.162 PARK LIGHTING SYSTEM TOPSHAM	LUMP SUM	LUMP SUM			
1490	634.2101 TYPE A LIGHT STANDARD	33.000 EA				
1500	634.2102 TYPE B LIGHT STANDARD	12.000 EA				
1510	639.18 FIELD OFFICE TYPE A	1.000 EA				
1520	642.17 CAST-IN-PLACE CONCRETE STEPS W GRANITE TREADS	19.000 CY				
1530	642.183 GRANITE STEP AMPHITHEATER	LUMP SUM	LUMP SUM			
1540	643.62 RECTANGULAR RAPID FLASHING BEACON	4.000 EA				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars Cents	Bid Amount Dollars Cents
1550	643.72 TEMPORARY TRAFFIC SIGNAL BRUNSWICK APPROACH	LUMP SUM	LUMP SUM	_____.____
1560	645.306 FLEXIBLE REFLECTORIZED DELINEATOR	2.000 EA	_____.____	_____.____
1570	645.51 SPECIAL SIGNING	LUMP SUM	LUMP SUM	_____.____
1580	652.312 TYPE III BARRICADE	6.000 EA	_____.____	_____.____
1590	652.33 DRUM	25.000 EA	_____.____	_____.____
1600	652.34 CONE	75.000 EA	_____.____	_____.____
1610	652.35 CONSTRUCTION SIGNS	860.000 SF	_____.____	_____.____
1620	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP SUM	_____.____
1630	652.38 FLAGGER	11,044.000 HR	_____.____	_____.____
1640	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	9.000 EA	_____.____	_____.____
1650	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM	_____.____
1660	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	1,550.000 SY	_____.____	_____.____

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
1670	659.10 MOBILIZATION	LUMP SUM	LUMP SUM			
1680	660.21 ON-THE-JOB TRAINING (BID)	2,000.000 HR				
1690	801.03 TEST PITS	2.000 EA				
1700	802.10 12 INCH DUCTILE IRON WATERMAIN	20.000 LF				
1710	822.322 6 INCH DUCTILE IRON PIPE	130.000 LF				
1720	822.34 8 INCH CLASS 52 DUCTILE IRON PIPE	20.000 LF				
1730	822.3701 16" DUCTILE IRON WATER MAIN	800.000 LF				
1740	823.3105 12" INSERTION VALVE AND VALVE BOX	1.000 EA				
1750	823.3112 16" GATE VALVE WITH BOX	2.000 EA				
1760	823.33 6 INCH GATE VALVE WITH BOX	1.000 EA				
1770	824.30 FIRE HYDRANT	1.000 EA				
1780	825.322 2" CURB STOP	1.000 EA				
1790	825.3221 2" CORP STOP	1.000 EA				

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars Cents	Bid Amount Dollars Cents
1800	825.333 1" AIR RELEASE VALVE MANUAL	1.000 EA	_____.____	_____.____
1810	825.4221 2" POLYETHYLENE SERVICE	40.000 LF	_____.____	_____.____
1820	825.5411 TEMPORARY WATER MAIN 6 INCH	LUMP SUM	LUMP SUM	_____.____
1830	827.33 TRENCH INSULATION	40.000 LF	_____.____	_____.____
1840	830.104 WATER MAIN BRIDGE CROSSING 16 INCH PREINSULATED	900.000 LF	_____.____	_____.____
1850	841.48 BOLLARDS	3.000 EA	_____.____	_____.____
1860	841.481 REMOVABLE BOLLARD	3.000 EA	_____.____	_____.____
1870	845.10 STRUCTURAL STEEL UTILITY SUPPORT ELEC AND COMMS	LUMP SUM	LUMP SUM	_____.____
1880	910.301 SPECIAL WORK UTILITY CONDUIT CMP APPR ONLY	LUMP SUM	LUMP SUM	_____.____
1890	910.301 SPECIAL WORK UTILITY CONDUIT CMP BRIDGE ONLY	LUMP SUM	LUMP SUM	_____.____
1900	910.301 SPECIAL WORK UTILITY CONDUIT CONSOLIDATED COMM. APPR	LUMP SUM	LUMP SUM	_____.____
1910	910.301 SPECIAL WORK UTILITY CONDUIT CONSOLIDATED COMM. BR ONLY	LUMP SUM	LUMP SUM	_____.____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022603.00 **Project(s):** 022603.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
1920	910.301 SPECIAL WORK UTILITY CONDUIT GWI, COMCAST & FIRSTLIGHT - APPROACHES ONLY	LUMP SUM	LUMP SUM		_____	. ____
1930	910.301 SPECIAL WORK UTILITY CONDUIT GWI, COMCAST & FIRSTLIGHT - BR ONLY	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 **022603.00** for **Frank J. Wood Bridge Replacement** in the town of **Brunswick**, County of **Cumberland**, and in the town of **Topsham**, County of **Sagadahoc**, 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, 2026.** 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 022603.00, Frank J. Wood Bridge replacement plus other incidental work,** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, 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. This award consummates the Contract, and the documents referenced herein.

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 **022603.00** for **Frank J. Wood Bridge Replacement** in the town of **Brunswick**, County of **Cumberland**, and in the town of **Topsham**, County of **Sagadahoc**, 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, 2026.** 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 022603.00, Frank J. Wood Bridge replacement plus other incidental work,** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, 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. This award consummates the Contract, and the documents referenced herein.

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:

SAMPLE

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.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.

SAMPLE

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.

SAMPLE

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

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

SAMPLE

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

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

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

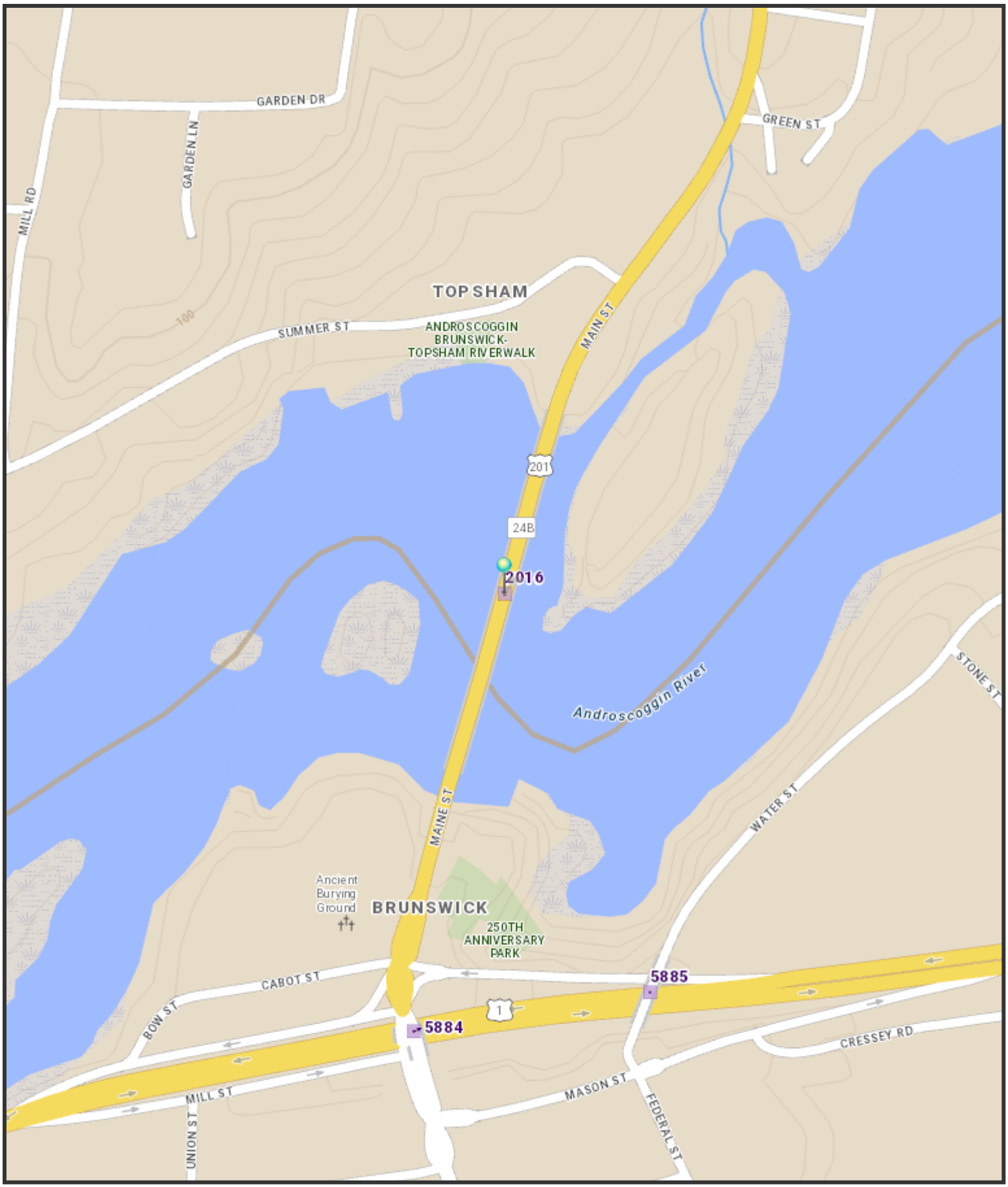
A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

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

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

SAMPLE

BRIDGE NO. 2016



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.

0.07 Miles

1 inch = 0.08 miles

Date: 1/3/2023
Time: 7:25:41 AM

Brunswick-Topsham
Frank J. Wood Bridge – BR#2016
Bridge Replacement
WIN 22603.00

GENERAL NOTE

A review of the Maine Department of Environmental Protection (MDEP) File Room Databases specific to Brunswick and Topsham, ME indicates documented petroleum product / hazardous material releases associated with one property (historical retail gasoline station at southwest corner of the intersection of Route 201 and Summer Street) adjacent to the project area at the Topsham end of the bridge approach. Subsequent on-site subsurface exploration, approximately between Maine Department of Transportation (MaineDOT) Survey Station 14+35 and Survey Station 15+70 – right and left of centerline, did not encounter any soil and/or groundwater contamination issues within the area of concern. However, in consideration of the existing environmental data, the Contractor shall remain alert for evidence of petroleum product and/or hazardous material impacts in this area and within the project area in general. In the event the Contractor encounters evidence of soil and/or groundwater contamination, the Contractor shall immediately stop work in the impacted area, secure the excavation, and notify the Resident. In addition, the Contractor shall employ appropriate health and safety measures to protect its workers against hazards associated with working near petroleum / hazardous materials impacted soil and/or groundwater. The Resident shall contact the Senior Geologist in MaineDOT's Environmental Office at 207-624-3000, and the MDEP at 800-482-0777. Work may only continue with authorization from the Resident.

MaineDOT DBE Project Attainment Target (PAT)
for this Project is **.029 %**

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.

"General Decision Number: ME20230046 01/06/2023

Superseded General Decision Number: ME20220046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUME2014-041 06/23/2017

	Rates		Fringes
CARPENTER, Includes Form Work	$ 18.95		3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27		1.13
ELECTRICIAN	$ 26.40		6.66
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 15.53	**	2.04
INSTALLER - GUARDRAIL	$ 19.98		2.55
IRONWORKER, REINFORCING	$ 21.85		0.00
IRONWORKER, STRUCTURAL	$ 22.33		4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.44		2.07
LABORER: Common or General	$ 15.29	**	2.08
LABORER: Epoxy Injector (Concrete)	$ 13.43	**	1.15
LABORER: Wheelman	$ 20.34		3.43
OPERATOR: Backhoe/Excavator/Trackhoe	$ 21.07		4.39
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.97		1.74
OPERATOR: Broom/Sweeper	$ 19.02		0.00
OPERATOR: Bulldozer	$ 21.71		5.67
OPERATOR: Grader/Blade	$ 27.40		8.13
OPERATOR: Loader	$ 19.95		2.86
OPERATOR: Mechanic	$ 24.69		8.18
OPERATOR: Milling Machine	$ 28.51		5.44

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 19.98 4.95

OPERATOR: Roller (Earth).....$ 18.57 2.50

OPERATOR: Roller Asphalt.....$ 19.30 4.09

TRAFFIC CONTROL: Flagger.....$ 9.00 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 17.02 5.37

TRUCK DRIVER: Dump Truck.....$ 16.71 2.80

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

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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 https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has 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 DECISIO"

"General Decision Number: ME20230048 01/06/2023

Superseded General Decision Number: ME20220048

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023

SUME2014-043 06/23/2017

	Rates		Fringes
CARPENTER, Includes Form Work	$ 18.95		3.23
CEMENT MASON/CONCRETE FINISHER	$ 19.27		1.13
ELECTRICIAN	$ 25.21		5.63
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 15.53	**	2.04
INSTALLER - GUARDRAIL	$ 19.98		2.55
IRONWORKER, REINFORCING	$ 21.85		0.00
IRONWORKER, STRUCTURAL	$ 22.33		4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 17.30		1.76
LABORER: Common or General	$ 15.06	**	2.09
LABORER: Epoxy Injector (Concrete)	$ 13.43	**	1.15
LABORER: Wheelman	$ 21.28		4.02
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.67		3.91
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 22.21		1.90
OPERATOR: Broom/Sweeper	$ 19.02		0.00
OPERATOR: Bulldozer	$ 21.71		5.67
OPERATOR: Grader/Blade	$ 27.40		8.13
OPERATOR: Loader	$ 19.52		3.19
OPERATOR: Mechanic	$ 24.69		8.18
OPERATOR: Milling Machine	$ 28.51		5.44

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 20.26 4.61

OPERATOR: Roller (Earth).....$ 16.52 1.66

OPERATOR: Roller Asphalt.....$ 19.38 4.59

TRAFFIC CONTROL: Flagger.....$ 10.33 ** 0.00

TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....$ 17.02 5.37

TRUCK DRIVER: Dump Truck.....$ 17.27 2.62

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

==========

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

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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 National Office because National Office has 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.

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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 DECISIO"

Town: **Brunswick-Topsham**
Project: **22603.00**
Date: **April 6, 2022**

SPECIAL PROVISIONS
SECTION 104
Utilities
Frank J. Wood Bridge

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

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

GENERAL INFORMATION

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

Utilities have been notified and will be furnished a Project Specification.

The contractor shall give all Utilities a minimum of 10 days' notice prior to commencement of work on this project.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Brookfield Renewable Energy Partners	X	X	
Brunswick-Topsham Water		X	
Central Maine Power Company	X	X	
Comcast	X	X	
Consolidated Communications	X	X	
Firstlight	X	X	
GWI	X	X	
Topsham Sewer District		X	

INTERNAL-LIMITED: This document or email may contain internal-limited information. If you have received this – including any attachments – in error, please notify the sender promptly and delete the document or email and any attachments from all of your systems.

Utility Contact Information		
Utility/Railroad	**Contact Person**	**Contact Phone**
Brookfield Renewable Energy Partners	Eli Thone	(207)747-8650
Brunswick-Topsham Water	T.C. Schofield	(207)729-9956
Central Maine Power Company	Sean Greenwood	(207)481-0708
Central Maine Power Company	Trevor Henry	(207)530-3669
Central Maine Power Company	Brent Brooks	(207)629-2103
Central Maine Power Company	Kristofer Coleman	(207)557-1049
Central Maine Power Company Transmission	Denis Moreau	(207)213-3823
Comcast	Paul Gaudenzi	(617)279-6297
Comcast	Dan Roberts	(603)231-1128
Consolidated Communications	Marty Pease	(207)272-7993
Firstlight	Mike Ellingwood	(207)462-2759
Firstlight	Scot Crockett	(207)740-6608
GWI	Christopher Whelan	(207)751-5013
GWI	Thomas Gilmore	(207)494-2135
Topsham Sewer District	Stuart Kay	(207)729-3612

Temporary utility adjustments **are** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor's request and expense, with no additional cost or schedule impacts to the Department.

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 Contractor with the Utility Pole owner, to lay out all the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be

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needed, the Utility will document adjustments and inform the Department prior to utility relocations.

The Contractor shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills more than 2 feet must be completed prior to utility relocations. The Contractor 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* Central Maine Power Company****

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

AERIAL

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power Company	3	X	X	4	8
Comcast, Firstlight and GWI(Temporary moves)	1		X		6
Comcast		X	X		4
Firstlight		X	X		4
GWI		X	X		4
				Total:	**26**

Utility Specific Issues:

Firstlight, Comcast and GWI (Temporary Work)

Firstlight, Comcast and GWI intends to work together for a temporary relocation of their aerial lines for the project. Firstlight estimates **1** working day to place a temporary pole at Sta. 2+-86 Rt. Comcast will have the temporary bracket made and estimates **1** working day to attach the temporary bracket top SW corner of the bridge. The 3 utilities will relocate their lines from several existing brackets on the bridge to the new temporary bracket, disconnect lines from the existing pole at Sta. 3+-04 Lt. to relocate to temporary pole at Sta. 2+-86 Rt. Firstlight estimates **1** working day to remove the temporary pole at Sta. 2+-86 Rt. The temporary work is estimated to take **6** working days to complete.

Central Maine Power Company

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CMP will be installing **3** poles as part of this project and CMP intends to run new cables to the new poles. CMP estimates **3** working days to complete the installation of the new poles. CMP estimates **3** working days to run new cables after the poles are set. CMP will also be removing the old poles once all transfers are done. It is estimated **2** working days will be required to remove **4** old poles. CMP plans to place a Guy Wire on the north face of pole CMP 2/2 and remove/shorten the Guy Wire on the north face of pole CMP 4. CMP shall disconnect/remove the existing services for the bridge/park lighting on both the Brunswick and Topsham side of the bridge. This includes service wiring and meters from the poles to the meters. CMP also requires 5 working days to schedule their work, after notice is received.

The Contractor shall have an onsite meeting with CMP Transmission Department prior to any work starting. CMP requires two weeks advance notice.
The Contractor's equipment shall maintain a minimum distance of **25 feet** from the nearest point of the energized transmission conductor, except as specified below, but in no case shall be closer than 10 feet.

The energized transmission conductor is the high line from the Powerhouse Dam on the Brunswick side to the upstream side pole in the Priority Property Parking lot on the Topsham side.

A safety watcher/spotter may be required, by either the Contractor or CMP Transmission Department, when the Contractor's work/equipment is going to be within **25 feet** of the energized transmission conductor and the equipment can be extended and able to contact the energized transmission conductor.

The contractor will be required to follow the Maine High Voltage Safety Act, **https://www.mainelegislature.org/legis/statutes/35-a/title35-Ach7-A.pdf** and all requirements of OSHA working around energized lines.

The Department will bear the cost of a safety watch/spotter (including travel time) or any combination thereof up to **5-working days** of said spotting. If, in the opinion of CMP, further services of a spotter will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to CMP by the Department and will be recovered by the Department from the Contractor. CMP also requires 5 working days advance notice prior to the need of a spotter involving equipment and/or work within proximity the transmission lines.

Estimated Cost. The following is an estimate of the cost per day of spotting necessary for this project. The rates shown include all overhead charges, travel time, deadheading and personal expenses.

Estimated daily rate for Monday-Friday: **$ 1,000**

Comcast

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Comcast has cables to splice/transfer to the new pole locations and will start once CMP has completed their work. The Contractor and/or CMP shall notify Comcast once all of CMP's work is completed. Comcast estimates **4** working days to complete the relocation to the new poles. Comcast will require 5 working days to schedule their work, after notice is received.

Firstlight

Firstlight has cables to splice/transfer to the new pole locations and will start once Comcast has completed their work. The Contractor and/or Comcast shall notify Firstlight once all of Comcast's work is completed. Firstlight has a second cable to splice/transfer to the new pole locations and will start once GWI has completed their work. Firstlight estimates **4** working days to complete the relocation to the new poles. Firstlight will require 5 working days to schedule their work, after notice is received.

GWI

GWI has cables to splice/transfer to the new pole locations and will start once Firstlight has completed their work. The Contractor and/or Firstlight shall notify GWI once all of Firstlight's work is completed. GWI estimates **4** working days to complete the relocation to the new poles. GWI will require 5 working days to schedule their work, after notice is received.

Pole List:

Existing Pole #	Existing Station	Left/ Right		Ex. Offset	Prop. Sta.	Left/ Right		Prop. Offset	Comments
		LT	RT			LT	RT		
CMP 3/26	0+89.8		X	32.27					OK
					1+62		X	33'	NEW
CMP 2/2	2+00.5		X	47.85					OK
#18	3+03.7	X		6.83	3+16	X		25'	REMOVE/NEW
CMP 4	3+16.9		X	56.8					OK
#18	3+-03.7	X		6.83	2+-86		X		TEMPORARY POLE
CMP 1.1/29	13+01.7		**X**	12.8					Remove
#2	13+63		X	82.0					OK
Push brace	13+68.1	X		10.37					Remove
CMP1/1/30	13+84.4	X		16.30	14+00	X		27'	REMOVE/NEW

SUBSURFACE

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Utility	Summary of Work	Est. of Working Days
Central Maine Power Company	the pulling of cables/splicing	10
Comcast	the pulling of cables/splicing	2
Consolidated	the pulling of cables/splicing	240
Firstlight	the pulling of cables/splicing	6
GWI	the pulling of cables/splicing	3
Topsham Sewer District	Adjusting M.H.'s	2
		Total: 263

The Utilities requires **10** working days advance notice prior to work to have a person onsite when the Contractor is digging near their facilities.

Utility Specific Issues:

Brookfield Renewable Energy Partners

Brookfield Renewable Energy Partners has buried cables and a MH within the project limits. Maine DOT to have Maine DOT's contractor adjust **1** manhole to grade within the project. Brookfield requires **5** working days to schedule their representative to be on site, after notice is received.

Central Maine Power Company

Central Maine Power Company has aerial and buried cables and a MH within the project limits. CMP has entered into an agreement with Maine DOT to have Maine DOT's contractor adjust **1** manhole to grade, install **1** vault, install an underground conduit bank and attach a conduit bank to the proposed bridge within the project. Please see Special Provisions Section 910 – Special Work (Utility Conduit Bridge Only) and Special Provision Section 910 Special Work (Utility Conduit Approaches Only). CMP estimates **10** working days to run their conductors and tie into their existing facilities at the existing manhole and proposed vault. CMP requires **10** working days to schedule their representative to be on site, after notice is received.

Comcast

Comcast has aerial and buried cables within the project limits. Comcast, Firstlight and GWI will be sharing vaults and conduit duct work. Comcast has entered into an agreement with Maine DOT to have Maine DOT's contractor install **2** vaults to grade, install an underground conduit bank and attach a conduit bank in the proposed bridge within the project. Please see Special Provisions Section 910 – Special Work (Utility Conduit Bridge Only) and Special Provision Section 910 Special Work (Utility Conduit Approaches Only). Comcast requires **10** working days' notice to set up for the splicing. Comcast estimates **2** working days to tie into their

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existing facilities and run their conductors to the proposed vaults. Comcast requires **5** working days to schedule their representative to be on site, after notice is received.

Firstlight

Firstlight has aerial and buried cables within the project limits. Comcast, Firstlight and GWI will be sharing manholes and conduit duct work. Firstlight has entered into an agreement with Maine DOT to have Maine DOT's contractor adjust **2** vaults to grade, install an underground conduit bank and attach a conduit bank in the proposed bridge within the project. Please see Special Provisions Section 910 – Special Work (Utility Conduit Bridge Only) and Special Provision Section 910 Special Work (Utility Conduit Approaches Only). Firstlight estimates **2** working days to run new fiber cable through the vaults and across the bridge via the new conduit, **4** working days to do splicing and cut over work. Firstlight requires **5** working days to schedule their representative to be on site, after notice is received.

GWI

GWI has aerial and buried cables within the project limits. Comcast, Firstlight and GWI will be sharing manholes and conduit duct work. GWI has entered into an agreement with Maine DOT to have Maine DOT's contractor install **2** vaults to grade, install an underground conduit bank and attach a conduit bank in the proposed bridge within the project. Please see Special Provisions Section 910 – Special Work (Utility Conduit Bridge Only) and Special Provision Section 910 Special Work (Utility Conduit Approaches Only). GWI estimates **3** working days to tie into their existing facilities and run their conductors to the proposed vaults. GWI requires **5** working days to schedule their representative to be on site, after notice is received.

Consolidated

Consolidated has aerial, buried cables and M.H.'s within the project limits. Consolidated has entered into an agreement with Maine DOT to have Maine DOT's contractor adjust **2** M.H.'s to grade, install an underground conduit bank and attach a conduit bank in the proposed bridge within the project. Please see Special Provisions Section 910 – Special Work (Utility Conduit Bridge Only) and Special Provision Section 910 Special Work (Utility Conduit Approaches Only). Consolidated estimates **240** working days to tie into their existing facilities and run their conductors to the existing vaults. Consolidated requires **5** working days to schedule their representative to be on site, after notice is received.

Brunswick-Topsham Water

Brunswick-Topsham Water has a water line located within the project limits. Brunswick-Topsham Water intends to replace, relocate and adjust their water facilities. Brunswick-Topsham Water has entered into an agreement with Maine DOT to have Maine DOT's contractor to attach a watermain to the proposed bridge within the project. As a result of this project Maine DOT's contractor will be replacing **1600'**+- of water main along Route 201 within the project. The work shall be completed in accordance with the plans and special provisions for the water work included in the contract document's and shall be completed in a manner that

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the system always remains fully functional unless otherwise approved by the Water District. Provisions for temporary water exist in the contract. BTW requires **5** working days to schedule their representative to be on site, after notice is received.

Topsham Sewer District

Topsham Sewer District has a Sewer system and Sewer manholes located within the project limits. Topsham Sewer District will be adjusting **2** manholes to grade as a result of this project. Topsham Sewer District requires **5** working days advance notice prior to the Contractor digging near their facilities, to have their representative on site.

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.

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SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Build America, Buy America)

105.11 Other Federal Requirements Amend this section by adding the following:

This special provision was created for the Build America, Buy America Act (BABA) to expand the list of construction materials required to be manufactured in the United States beyond what is currently only required for steel/iron products. The Infrastructure Investment and Jobs Act (IIJA), Public Law No. 117-58 includes the Build America, Buy America Act. The Office of Management and Budget issued memorandum M-22-11 to provide guidance on the law which can be found here:

https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf

All iron/steel, including the iron/steel in construction materials and manufactured products, must satisfy Buy America 23 CFR 635.410 requirements.

All construction materials, as defined in the following, that are permanently incorporated into federal-aid projects shall meet Build America, Buy America requirements.

For the purpose of this Specification, construction materials shall include an article, material, or supply that is or consists primarily of the following.

- Non-ferrous metals,
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- Glass (including optic glass),
- Lumber, or
- Drywall.

All manufacturing processes for construction materials shall occur within the United States. The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Due to a nationwide waiver, BABA requirements do not apply to manufactured products for FHWA funded projects. Manufactured products are items that consist of two or more of the listed construction materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed (including steel/iron) through a manufacturing process.

The Contractor shall certify in writing that all permanently incorporated Construction Materials for this contract meet the BABA requirements.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Health and Safety)

Subsection 105.2 Health and Safety shall be amended by the addition of the following:

The safe and reliable operations of the dam, generating plant, and fishway take priority over construction schedules and activities. Brookfield will not be altering operations to accommodate construction.

The Contractor will need to take in account flow from either/both sides of the dam that can change without notice or with very limited notice. The Powerhouse can flow approximately 8,200 cfs. One taintor gate can flow approximately 10,000 cfs. There are two gates total plus the spillway.

The Contractor shall coordinate with Brookfield ahead of time to properly plan activities whenever workers/equipment will be below the dam and within the FERC Project Boundary and shall implement controls to ensure their employee's safety.

Patrick McDonough
Senior Operations Manager
207-376-7063

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Traffic Control)

Subsection 105.3 Traffic Control and Maintenance shall be amended by the addition of the following:

Access to adjacent property owners:

The Contractor shall maintain access at all times to the driveways located at station 3+40 left and 2+00 left. The Contractor shall have an on site meeting with the following three stakeholders before reducing the width of the driveway at station 3+40 left:

- Brookfield Renewable
  Patrick McDonough
  207-376-7063

- Waterfront, Maine Brunswick LLC (Cabot Mill)
  14 Maine Street, Brunswick
  Dan Jacques
  207-522-4133

- Central Maine Power
  Brent Brooks
  207-629-2103

Town: Brunswick-Topsham
WIN #: 22603.00
Date: 11/16/2022

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

Work within stream ("In Stream Work," see MaineDOT Standard Specifications 101.2 Definitions) requires special conditions to minimize impacts. The following special conditions shall apply to this project:

I. In-Water work applies to the following water bodies at the following station #'s:
Androscoggin River at proposed bridge replacement

II. In-Water Work shall be completed as follows:

Activity	Permitted In-Water Work Window
Construction and removal of temporary access structures (e.g., temporary fill and/or work trestle) in-water below the ordinary high-water mark (OHWM) on the Brunswick side	September 1- March 15
Construction and removal of temporary access structures (e.g. Temporary fill and/or work trestle) on the Topsham side in the ponded/bedrock falls habitat	August 1-March 15
Blasting	November 8-March 15
Activities likely to create high levels of sedimentation or turbidity	August 1 to March 15
All bedrock leveling, underwater rock drilling, and substructure removal using hydraulic breakers, hoe rams, blasting, other methods, or any other noise generating activity that exceeds fish injury threshold (187cSEL and 206 dB re 1µPa2-s Peak).	November 8-March 15
All bedrock leveling, underwater rock drilling, and substructure removal using hydraulic breakers, hoe rams, blasting, other methods, or any other noise generating activity exceeding fish behavioral thresholds (150 dB re 1 µPa RMS).	August 1 to March 15
Cofferdam installation and removal at Brunswick abutment (in-water and above OHW portions)	September 1 to March 15
Pier Cofferdam installation and removal	August 1 to March 15
All other in-water work	August 1-March 15

III. Additional Requirements:

1. Special Conditions of Army Corps of Engineers (ACOE) Permit apply (see permit and other conditions in this SP 105).
2. Special Conditions of Formal Endangered Species Act (Section 7) Consultation with 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 environmental. The following individuals/agencies shall be invited: ACOE (Jana Jacobson, Jana.L.Jacobson@usace.army.mil; FHWA (Rachel LeVee, rachel.levee@dot.gov).
4. 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.
    a. To minimize fish stranding inside the cofferdam when dewatering, the contractor shall provide access for MaineDOT environmental office staff, MaineDOT diver and/or qualified consultants to inspect the cofferdams after completion and before a seal placement for presence of endangered fish species. If salmon or sturgeon are observed within a cofferdam structure, MaineDOT will coordinate with the resources agencies to evacuate prior to proceeding with construction.

5. Blasting shall not occur without NMFS review and approval of the blasting plan. Plans for any project-related blasting shall be submitted to allow at least 150 days for NOAA to review. Blast activities shall be designed to remain below potential fish injury limits (206 dB Peak (2.89 PSI)). All blasting activities between November 8 and November 30 shall incorporate the following additional minimization measures to reduce potential impacts to adult Atlantic salmon which may still be present in the area:
    a. Active acoustic monitoring of the action area for any tagged fish potentially present in the Androscoggin River.
    b. Minimize charge sizes and the number of days of exposure to blasting.
    c. Deploy scare charges prior to the main blast.
    d. Conduct visual inspection of the action area post-blast to document any impacts to fish.
6. Bedrock leveling using hydraulic breakers or other noise generating methods exceeding fish behavior or injury thresholds listed is Section II shall occur within a cofferdam.
7. Use of hydraulic breakers or other noise generating methods (beneath or near the water line) that exceed the behavioral noise threshold listed in Section II requires a 20-minute "soft start" to allow fish an opportunity to leave the project vicinity before sound pressure increases.
8. 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.
    a. Fill placed in-water (rivers or streams) shall consist of clean stone and non-erodible materials.
    b. Contractors shall install turbidity curtains or equivalent measures during in-water fill placement.
9. Demolition and debris removal and disposal shall comply with Section 202.03 of the MaineDOT's Standard Specifications. The Contractor will contain all demolition debris, including debris from wearing surface removal, saw cut slurry, dust, etc., and will not allow it to discharge to any resource. The Contractor will dispose of debris in accordance with the Maine Solid Waste Law (Title 38 M.R.S.A., Section 1301 et. seq.) and in compliance with applicable regulatory approvals. The demolition plan, containment, and disposal of demolition debris will be addressed in the Contractor's Soil Erosion and Water Pollution Control Plan (SEWPCP).
10. Existing pier to be removed shall be removed down to the underlying bedrock (or a foot below the natural substrate grade) and debris will be removed from the riverbed.
11. Fresh concrete shall be poured inside of a cofferdam (concrete seal) and shall not contact flowing water outside cofferdam.
12. Water pumped out of the cofferdam will be within one pH unit of background pH level of the resource (Androscoggin River) (MaineDOT standard specifications). A representative of the MaineDOT Surface Water Quality Unit will periodically evaluate pH to determine whether the water is within the allowable tolerance to be pumped directly back into the river or whether it needs to be treated prior to discharge.
13. No heavy construction equipment will travel into or through any flowing streams with erodible substrate (e.g., sand, silt, and clay). Travel of heavy construction equipment into or through flowing streams and on stream substrate will only occur when the stream substrate is non-erodible (e.g., ledge, cobble) and the contractor has received approval from the MaineDOT environmental field office staff.
14. No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or stream resource.
15. 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.
16. Areas of disturbed soil adjacent to the waterways shall be stabilized and re-vegetated with a seed mix appropriate for riparian areas in Maine except where riprap has been placed.
17. Vessels will travel at slow speeds, typically less than 6 knots (6.9 miles per hour), in the construction zone.
18. Construction crews shall visually monitor for ESA-listed fish in equipment and on barges and report any sightings to MaineDOT environmental staff.
19. To minimize the spread of noxious weeds into the riparian zone, all off-road equipment and vehicles (operating off of existing open and maintained roads) shall be cleaned prior to entering the construction site to remove all soil, seeds, vegetation, or other debris that could contain seeds or reproductive portions of plants. All equipment shall be inspected prior to offloading to ensure they are clean.

20. A copy of the ACOE permit shall be kept at the work site (and the project office) whenever work is being performed, and all personnel with operational control of the site shall ensure that all appropriate personnel performing work are fully aware of its terms and conditions.

IV. Approvals:

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

		Permanent (SF)		Temporary (SF)			
		Fill (SF)		Fill (Access)	Excavation & Cofferdams (Temporary)	Pier Removal	Work Trestle (Total Pile footprint)
		Piers	Abutments				
Resource Type	Non-Tidal Riverine (**R2RB**: Riverine, Lower Perennial, Rocky Bottom)		430	2,000	960		200
	Tidal Riverine (**R1RB**: Riverine, Tidal, Rocky Bottom)	4,000	720		3,720	800	600
	Total	**5,150**		**2,000**	**4,680**	**800**	**800**

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

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

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

NOTE: Regulatory Review and Approval is required to modify the existing In-Water work window. Requests for work window extensions must be submitted to the MaineDOT Environmental Office. Approval of requests for work window extensions is not guaranteed and may result in delays in construction schedule that are the sole responsibility of the contractor.

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Brunswick** and **Topsham** 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 Brunswick, Cumberland County and in the town of Topsham, Sagadahoc County on Main Street/ Route 201/ 24B over the Androscoggin River.

(b) (Main Street) over the Androscoggin River station 0+70.00 to station 15+75.00 of the construction plus approaches.

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

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

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

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

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

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

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

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

The Municipal Officers for the **Town of Brunswick** 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 105
CONSTRUCTION AREA

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

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

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

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

SPECIAL PROVISION
SECTION 107
TIME
(Contract Completion Date)

The specified Contract completion date is November 15, 2026.

SPECIAL PROVISION
SECTION 107
TIME

107.4.2 Schedule of Work Required This Section is amended by the following:

The Contractor shall submit a schedule of planned lane closures and a narrative explaining the expected construction activities performed during the 89 Days allowed in the Special Provision 107 Supplemental Liquated Damages prior to the commencement of any work on the project.

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

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:

Element	Time	Supplemental LD
Structural Plate Girders	210 Calendar Days	$1,000 per Calendar Day
Thermal Spray Coating	240 Calendar Days	$1,000 per Calendar Day

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.

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 LD 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:

> For metal fabrication work: welding, including tack welding, heat correcting, non-destructive examination, assembly verification, and hold points in the approved Thermal Spray Coating procedure and any other times as required in the Standard Specifications or Special Provisions.

SPECIAL PROVISION
SECTION 107
TIME
(Supplemental Liquidated Damages)

The Contractor shall plan and conduct their operations in such a manner that U.S. Route 201/24B at the bridge site:

- Remains open to vehicular traffic at all times, with a minimum of two 11 foot lanes (one lane in each direction) except as otherwise specified herein.

- Remains open to pedestrian traffic at all times, with a minimum of one 5 foot wide pedestrian lane separated from vehicular traffic.

- Remains open to pedestrian and vehicular traffic (minimum of two 11 foot lanes, one in each direction, and a minimum of one 5 foot wide pedestrian lane) during the following times:
    a. Memorial Day Holiday Period (including Bowdoin College Graduation Weekend): Beginning at 6:00 AM on the Friday preceding Memorial Day and ending at 1:00 AM on the Tuesday following Memorial Day.
    b. Labor Day weekend: Beginning at 6:00 AM on the Friday preceding Labor Day and ending at 1:00 AM on the Tuesday following Labor Day.
    c. Indigenous Peoples Day weekend: Beginning at 6:00 AM on the Friday preceding Indigenous Peoples Day and ending at 1:00 AM on the Tuesday following Indigenous Peoples Day.
    d. Thanksgiving Weekend: Beginning at 6:00 AM on the Wednesday preceding Thanksgiving Day and ending at 1:00 AM on the Monday, following Thanksgiving Day.
    e. All of July and August.

The use of lane closures, will be allowed for the completion of work that cannot be reasonably, expeditiously, or safely completed without a lane closure in place, as approved by the Resident. Lane closures will only be permitted when work is actively occurring on site.

The Contractor will be allowed to maintain one lane of southbound traffic on site, with a minimum width of 11 feet, a minimum of one 5 foot wide pedestrian lane (separated from vehicular traffic), and detour northbound off site, for a maximum of 89 Days, as approved by the Resident.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of ten thousand dollars ($10,000.00) per Day for each Day, or any portion of a Day, that a lane closure in is place after the 89 Days allowed. Supplemental Liquidated Damages described herein will be in addition to the Liquidated Damages specified in Standard Specifications Section 107.

The Contractor will be allowed to completely close vehicular traffic at night between 9 PM and 6 AM for a maximum of 6 Days, as approved by the Resident. The complete closure of vehicular traffic shall occur during the 89 Days of detouring northbound traffic off site. Pedestrian traffic, a minimum of one 5 foot wide lane separated from construction activity, shall be maintained during complete closures.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of one thousand dollars ($1,000.00) per hour for each hour, or any portion of an hour, that the site is not restored to a minimum of one 11 foot lane after 6:00 AM (restored from a full closure).

The Contractor shall notify the Resident at least 10 days in advance of closures so the Department and the Towns of Brunswick and Topsham can update the public on construction activities. The Contractor shall also setup portable changeable message sign(s) at least 7 days in advance of any planned lane or full closures notifying motorists of the planned work. The signs shall include the dates and times of the planned closures.

The Contractor will be allowed to maintain alternating one way traffic on site, with a minimum of one 11 foot lane, without a detour, with flaggers at night between 8 PM and 6 AM as approved by the Resident. When alternating one way traffic is allowed, pedestrian traffic, a minimum of one 5 foot wide pedestrian lane separated from vehicular traffic, shall be maintained.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Steel Cost Adjustment)

This Special Provision was developed to minimize risk to the Contractor and steel fabricator(s) associated with current volatile fluctuations in the cost of steel materials.

Description Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices. All prices and costs are in U.S. Dollars (USD).

Types of Steel Products: An adjustment will be made for fluctuations in the cost of reinforcing steel (all reinforcing/reinforcement items included in Standard Specification Section 503), and plate and rolled-shape steel used in the fabrication of steel for Contract pay items covered under the following sections of the Standard Specification:

- Section 503, Reinforcing Steel
- Section 504, Structural Steel
- Section 507, Railings

The adjustments shall apply to the above items when they are part of the original Contract or Extra Work added by Contract Modification and paid for by agreed unit prices. The adjustments shall not apply when the item is Extra Work added by Contract Modification and paid for at a lump sum price or by Force Account.

Documentation Sufficient documentation shall be furnished to the Department to verify the following:

1. The full Purchase Order weight and date of the material order with signature.
2. The quantity of steel, in pounds, incorporated into the various pay items covered by this Special Provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment Steel cost adjustments shall be computed as follows:

SCA = Q × D

Where: **SCA** = steel cost adjustment, in USD
Q = quantity of steel incorporated into the work, in pounds. For 503 items, this quantity shall be the quantity included in the schedule of items; for 504 and 507 items, this quantity shall be the weight of steel included in the accepted as-built Working Drawings; the weight of scrap steel and steel used for convenience shall not be included in these weights.
D = price factor, in USD per pound

$D = MP_B - MP_A$

Where: **MP_B** = The Platts Steel Spot Market Prices for the bid item listed in the table below for the month the material Purchase Order, including the total weight of steel and date of the order, is executed. The price will be converted from USD per ton to USD per pound.

MP_A = The Platts Steel Spot Market Prices for the bid item listed in the table below, for the month prior to the bid opening, for work paid for at the Contract price; or for the month the Contract Modification is signed by the Contractor for Extra Work that is paid for by agreed unit prices. The price will be converted from USD per ton to USD per pound.

The estimated total weight of the steel and market price identifier that will be used to calculate the steel cost adjustment for the respective Pay Items is shown in the following table:

Standard Specification Section	Estimated Total Weight of Steel (lbs.)	Platts Market Price
504, Structural Steel	2,420,000	Plate
507, Railings	50,000	Plate
503, Reinforcing	585,000	Reinforcing Bar, No.5

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the Contract Bid date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MP_B will be based on the date the material arrives at the jobsite. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment Steel cost adjustments may be positive or negative.

Steel cost adjustments will be calculated by the Department and will be paid or deducted when all other Contract requirements for the applicable items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustments will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The steel cost adjustments shall not apply during any time after the Contract Completion Date when the Contractor is being assessed Liquidated Damages.

Cost adjustments, if any, shall be made by Contract Modification in accordance with this Special Provision.

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

The March 2020 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 ¼ 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 ½ 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 $^{3}/_{8}$ 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.

The milled surface shall be cleaned of all material resulting from the pavement removal operation. Loaders, skid steers, motorized side cast brooms, sweeper pick up brooms, vacuum pick up machines and hand labor may be used in any number or sequence as determined by the Contractor in order to clean the milled surfaces to the satisfaction of the Department before acceptance and opening the area up to traffic. The use of compressed air may be required to loosen any bonded materials from the surface to aid in cleaning.

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 PROVISIONS
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Vacuum Truck)

Description The Contractor shall provide a vacuum truck as part of the pavement removal surface cleaning operation. The vacuum truck may act as a supplement to the contractors normal milled surface cleaning equipment train, or act as the primary cleaning equipment. Number of vacuum trucks to be used, the sequence of how they are used, and duration they are to be used will generally be up to the contractor with the exception that the vacuum truck will be required in any final cleanup operation prior to the roadway being opened up to traffic.

The equipment shall meet the minimum criteria outlined in this Special Provision.

Equipment The equipment for vacuuming the pavement surface removing the bituminous surface shall be a power operated regenerative air sweeper equipped with cleaning and vacuum system that contains the materials being cleaned and vacuumed from the surface, filters the air of any milling debris, contains the milling debris in a sealed, onboard self-off-loading hopper, and returns the air to the sweeper heads to aid in continued surface cleaning.

Each machine shall use a controlled blast of air the width of the pickup head to dislodge debris from the surface. It will be equipped with a mid-mount, on demand wide sweeper broom, gutter brooms, and vacuum system which will use high velocity recycled air to assist in removing millings and dirt from the surface. The broom assist pick-up head shall work independently of gutter brooms. Recycled air will be distributed across the entire width of a pick-up head(s), covering the entire width of the sweeper. The sweeper shall have positive contact suction heads designed to remove milling debris and dust from surface. All debris picked up by the pick-up head is directed up a large diameter heavy duty 12” -14” suction hose into the hopper. A high-capacity dust separator located before the blower is required limiting polluted air (dust) to re-enter back into the atmosphere. Each air assisted vacuum head shall be equipped with a minimum of 2 water nozzle jets used to minimize dust. The additional use of compressed air and air wand may be required to loosen bonded materials from the surface in preparation of vacuuming.

Basis of Payment Payment will not be made directly for the vacuum truck but will be considered incidental to the square yard or hourly rental contract price for removing pavement surface and will be full compensation for mobilizing to the site, de-mobilizing from the site, labor, supervision, and cleaning of the milled surface, and disposal of all vacuumed materials removed from required surfaces. Hauling and stockpiling of the material will not be paid for directly but will be considered incidental to the pavement removal items.

Brunswick-Topsham
WIN 22603.00
Frank J. Wood Bridge (#2016)
Androscoggin River – Class C Waterbody
April 11, 2022

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.

Work associated with the Brunswick-Topsham – Frank J. Wood Bridge (#2016) Replacement initiative will require excavation of select Dredge Material from the Androscoggin River (Class C Waterbody). It is estimated that approximately 3 cubic yards of dredge material will be excavated at the project location. There is onsite Beneficial Use for all Dredge Material.

It is acknowledged that excavation of Dredge for this work may include some boulders. The Maine Department of Environmental Protection (MDEP) has determined that sound boulders (rock 12-inches or more in diameter), that are free of adhering sediment or other contaminants, shall be deemed as Inert Fill material and shall not be included in Dredge Material Quantities.

CONSTRUCTION REQUIREMENTS

Management: The Contractor shall Beneficially Use all Dredge Material excavated at the Brunswick-Topsham – Frank J. Wood Bridge (#2016) Replacement project in areas adjacent to the dredged waterbody. No more than 500-cubic yards of Dredge Material may be excavated at the project location.

Method of Measurement: Excavation of Dredge Material will be measured for payment under related Contract items.

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 dewatering, managing, transporting, and placement of Dredge Materials.

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
RAP for HMA Pavement	703.08
HMA Mixture Composition	703.09

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), approved antistrip, warm mix additive, and/or mineral filler if required. HMA shall be designed and tested according to AASHTO R 35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the design, verification, Quality Control, and Acceptance tests for this mix will be performed at 65 gyrations. TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	**Required Density (Percent of G_{mm})**			**Voids in the Mineral Aggregate (VMA) (Minimum Percent)**					**Voids Filled with Binder (VFB) (Minimum %)**	**Fines/Eff. Binder Ratio**
				Nominal Maximum Aggregate Size (mm)						
	$N_{initial}$	**N_{design}**	**N_{max}**	**25.0**	**19.0**	**12.5**	**9.5**	**4.75**		
< 3.0	≤90.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	65-80*	0.6-1.2
3 to <10	≤89.0									
≥ 10										

*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82. For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

The Contractor shall submit a JMF to the Department for each mixture to be supplied. The JMF will be approved by the Department in accordance with the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual. At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 ton for coarse aggregate stockpiles and 75 ton for fine aggregate stockpiles before the JMF may be submitted. The Contractor shall provide aggregate samples to the Department unless otherwise required. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce

samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.
The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

401.031 Warm Mix Technology The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology if approved by the Department. Methods or technologies shall generally be at the Contractors option, but will be limited to proven, Agency and Industry accepted practice. Mixture production, placement and volumetric testing details, including temperatures, shall be included in the project specific QCP, and submitted to the Department for approval prior to any work.

401.04 Temperature Requirements The temperature of the mixture shall conform to the tolerances in Table 2 as measured at the truck at the mixing plant and at the paver unless otherwise authorized by the Department.

TABLE 2: ALLOWABLE TEMPERATURE RANGES

PGAB Grade(s)	**Temperature Range (°F)**
PG58-28 / PG64-28	275-325
PG64E-28 / PG70E-28	285-335

401.05 Performance Graded Asphalt Binder The Contractor shall utilize either a PG58-28, PG64-28, PG64E-28, PG70E-28, or other grade as specified in the 403 Special Provision. The Contractor shall utilize a PG64-28 if no liquid grade is specified within the 403 Special Provision.

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

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

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

Use	Minimum Ambient Air Temperature	Zone 1 Allowable Placement Dates	Zone 2 Allowable Placement Dates
Surface course (travelway & adjacent shoulders) less than 1 in. thick placed during conditions defined as "night work"	50°F	June 1 to Saturday following September 1	
Surface course (travelway & adjacent shoulders) less than 1 in. thick	50°F	May 15 to Saturday following September 15	
Travelway surface course greater than or equal to 1 in. thick	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for surface course on bridge decks	50°F	May 1 to Saturday following October 1	April 15 to Saturday following October 15
HMA for base or shim course on bridge decks	50°F	April 15 to November 15	
HMA for use other than travelway surface course	40°F	April 15 to November 15	
HMA for curb, driveways, sidewalks, islands, or other incidentals	40°F	N/A	N/A
HMA produced with an approved WMA technology for base or shim course	35°F	April 15 to November 15	

The ambient air temperature shall be determined by an approved thermometer placed in the shade at the paving location. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface regardless of the ambient air temperature. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M 156, Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures with exception of Section 4.2.1, 4.2.2, 4.3.4, 4.3.5, and 4.12.2.

All HMA plants will be inspected annually by the Department prior to producing HMA for Department projects. The Contractor shall provide the Department at least 72 hours' notice that the plant is ready for inspection. The Contractor shall equip the plant with ladders and platforms that are accessible and safe to obtain samples of PGAB, aggregate and mix from the relevant tanks, collector belts and haul units. Silo storage time of mixtures shall not exceed 36 hours.

401.072 Stockpiles The Contractor shall provide sufficient space for stockpiles and maintain a minimum of supply for 2 days production of all aggregate products used in MaineDOT approved mix designs currently under production. A minimum stockpile supply of 100 ton (70 yards) shall be maintained at all times. The Contractor shall construct stockpiles to prevent intermingling and to

minimize segregation. All stockpiles used in MaineDOT mixes shall be identified with weatherproof signs at least 12" high and 24" wide, with reflective lettering at least 2" high.

401.073 Cold Feeds Cold Feed Bins will have bin dividers to keep aggregate products separated. Adequate means must be provided for obtaining samples of the combined flow of all Cold feed bins.

401.074 Dryer Dryer shall be capable of heating aggregate to required mixing temperature and shall be in good operation and condition. Dryer shall be subject to annual inspection prior to start-up. The Contractor shall dry and heat the aggregates for the HMA to the required temperature, adjusting flames to avoid damaging the aggregates. The Contractor shall provide the Department a minimum period of 72 hours to inspect the dryer and provide at least 24 hours' notice that the dryer is ready for inspection.

401.075 Asphalt Binder The plant shall include a heating system and insulation to maintain the asphalt binder at a uniform temperature for proper mixing and compaction. A thermometer shall be provided in the asphalt binder line. No direct flame may come in contact with tank. A sampling valve shall be provided in the circulation line downstream of any binder additive used unless otherwise approved by the Department. The Contractor shall drain down the asphalt as low as safely possible in any tank that will be switched to a new source or grade prior to adding the new PGAB.

401.076 Additives Additives (WMA, anti-strip, etc.) introduced into the binder at the HMA plant shall be introduced per the supplier's recommendations and shall be approved by the Department. The system for introducing additives shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all production rates and batch sizes. Additive introduction systems shall be controlled by a proportioning device to the amount required on the JMF plus or minus 0.1% of the target. Additive introduction systems shall
be interlocked with the plant and the recordation (batch tickets or drum recordation) shall display the additive and the weight and percentage added. A means for sampling the PG binder with additive introduced will be provided. The sampling point shall be after the additive is mixed with the PGAB before entering the drum or mixer unit.

401.077 Batch Plants

Hot Bins Hot bins shall provide uniform continuous operation and be in good working condition. The plant shall be able to provide samples of hot bins upon request. Overflow shall be provided for each hot bin. Hot bin gates shall close without leaking. Bin walls must prevent intermingling between bins. Each hot bin shall have low level indicators which will alert the operator when the bin is empty.

Mixer Unit Clearance between blades and liner shall be 1" maximum, unless the aggregate exceeds 1 ¼" then the clearance shall be 1 ½". The spray bar length shall be at least 75% of the mixer length. The mixer unit shall be a twin pug mill-type mixer capable of mixing continuously for at least 45 seconds after all materials have been introduced into the mixer. The blades in the mixer shall be capable of producing a homogenous mixture. If the mixer is not enclosed, it shall be equipped with an adjustable hood to prevent loss of dust by dispersion. The mixer unit shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department the opportunity to inspect the mixer unit prior to the annual inspection. The Contractor shall provide the Department a minimum period of 72 hours to inspect the mixer unit and provide at least 24 hours' notice that the mixer unit is ready for inspection.

Mineral Filler Mineral filler and fiber shall utilize separate bins and feed systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than 10% of the required weight with a convenient and accurate means of calibration. Mineral filler and fiber shall be introduced in the weigh hopper and uniformly distributed prior to the injection of the asphalt binder.

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

The HMA batch plant shall be operated within the following tolerances:

Each aggregate component	+/- 1.5% cumulative, per bin
Mineral Filler	+/- 0.5%
Bituminous Material	+/- 0.1%
Zero return (aggregate)	+/- 0.5%
Zero Return (AC)	+/- 0.1%
Additives	+/- 0.1%

Recordation All plants shall be equipped with an approved digital recording device. The printer shall mark any weight on the ticket that exceeds tolerance. The delivery slip shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.078.

401.078 Drum Plants

Cold Feeds and Delivery System A scalper screen shall be used to remove oversize material. The accuracy of the belt scale shall be within +/- 1.0% of the actual weight being measured. The plant shall be capable of correcting for aggregate moisture. Mineral filler and fiber shall utilize separate bin(s) and feeder systems to store and proportion the required quantity into the mixture. The feed systems shall be accurate to no more than +/- 10% of the required weight with a convenient and accurate means of calibration. The plant shall be equipped with a single control to change all feed rates. Mineral filler and fiber shall be introduced such that dry mixing is accomplished no less than 18 inches prior to the injection of the asphalt binder. The Contractor shall ensure that the mineral filler does not become entrained in the exhaust stream of the dryer.

Binder System The flow of asphalt binder shall adjust automatically with dry aggregate weights. The Department will conduct an asphalt flow meter check annually and after each change of plant location. The flow meter check must be performed prior to producing mix for Department projects. The plant must be configured to provide a convenient means to check accuracy of the flow meter. The flow meter will be considered accurate if the measured weight is within 1% of actual weight.

Drum Mixer The plant shall be equipped with a diversion system where mix can be diverted at startup/shutdown and any time. The drum mixer shall be subject to annual inspection prior to removal of safety features and being readied for service. The Contractor shall provide the Department a minimum period of 72 hours to inspect the drum mixer while providing at least 72 hours' notice that the drum mixer is ready for inspection.

Recordation An approved automatic ticket printer system shall be used to print delivery slips. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate. The dry aggregate weights and binder flow shall be recorded as well as mineral filler and all binder additives. The recordation of materials shall be printed a minimum of every ten minutes while in production.

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

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

401.079 Scales and Weight Checks Scales shall meeting the requirements of Section 108 - Payment. The scales shall be inspected and sealed by the State Sealer (or approved alternative) as often as the Department deems necessary to verify their accuracy. Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 50 pound masses for scale testing at batch plants. At Contractor's option, the Contractor can use one single test weight that has been checked on sealed scales. This weight shall be 1,000 lbs. or greater. At least twice during each 5 days of production either of the following checks will be performed:

a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.

1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

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

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

available, a weight with a known mass-verified and sealed annually by a licensed scale company, may be used by hanging weight from silo or surge hopper, at lower middle and upper third levels upon request to verify scale accuracy.

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

401.08 Hauling Equipment Units hauling HMA shall have tight, clean, and smooth metal bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed.

All mix haul units shall have a cover of water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the truck, unless unloading. Haul units shall have an opening on both sides near the midpoint of the body, at least 12 in above the bed, which will accommodate a thermometer stem.

401.09 Pavers The Contractor shall use pavers meeting the requirements of this section unless otherwise authorized by the Department. Pavers shall meet the requirements of Table 4: Paver Requirements.

TABLE 4: PAVER REQUIREMENTS

Use	Paver Requirement
Traveled Way & Auxiliary Lanes	Equipped with a 10 ft minimum main screed with activated extensions. The minimum tractor weight shall be 30,000 pounds.
	Equipped with automatic grade and slope controls that automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 30 ft, a non-contact grade control with a minimum span of 24 ft, except that a 40 ft reference shall be used on interstate and divided highway projects.
All HMA Placement	Self-contained, self-propelled units of sufficient class and size to place Hot Mix Asphalt Pavement in full lane widths specified in the contract on the main line, shoulder, or similar construction.
	Equipped with a free-floating activated heated main screed with activated extensions. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.
	Equipped with a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed.
	Operated in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.11 - Surface Tolerances. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects. On a daily basis, the Contractor shall perform density testing across that mat as detailed in Section 401.191 Quality Control - Method A, B & C.

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

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA. The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option unless otherwise specified in the contract, provided specified density is attained and with the following requirements:

a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, on irregular or milled surfaces, or on bridges, at least one roller shall be 16 ton pneumatic-tired. Pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 20 ton.
b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.
c. Vibratory rollers shall not be operated in the vibratory mode on bridge decks.
d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.
e. The use of an oscillating steel roller shall be required to compact all mixtures placed on bridge decks.

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

401.11 Surface Tolerances The Department will check the following surface tolerances:

a.) Longitudinally: The pavement surface profile shall be free of deviations in excess of +/- ¼ inches from the required pavement surface profile grade. To verify the surface tolerance a straight plane shall be established using 16 foot straight edge or a taught string line placed parallel to the direction of travel and checked continuously across the width of the lane.
b.) Transversely: The pavement surface profile shall be free of deviations in excess of 0 inches below and ¼ inches above the required cross-sectional profile grade. To verify the surface tolerance a straight plane shall be established using a 10 foot straight edge or taught string line

placed perpendicular to the direction of travel and checked continuously along the length of the lane.

The Contractor shall correct defective areas by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Department's use.

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

401.13 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Release agents that dissolve or strip asphalts, including diesel fuel, will not be allowed. On roadways with adjoining lanes carrying traffic, the Contractor shall place each course per the conditions in Table 5, unless otherwise noted by the Department in Section 403 - Hot Mix Asphalt Pavement.

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	**Placement Conditions**
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over 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 may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.

The Contractor shall place the specified course over the full width of the mainline traveled way being paved, regardless of use, depth, or longitudinal joint type prior to Memorial Day, July 4th, Labor Day, paving suspensions exceeding three days, or other dates as specified by special provision.

The Contractor shall install 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 application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. 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.

401.14 Hot Mix Asphalt Placement on Bridge Decks Hot mix asphalt pavement placed on bridges shall also conform to Section 508.04 and the following requirements.

a. The minimum production and placement temperature for the Hot Mix Asphalt placed over membrane shall conform to the manufacturer's recommendations.
b. The bottom course shall be placed with an approved rubber mounted paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck, unless otherwise directed by Special Provision.
e. After the top course has been placed, the shoulder areas shall be sealed 3 ft wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 612.03 – Sealing and Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot mix asphalt pavement.
f. The area between the edge of the membrane and the vertical surface shall be completely sealed with hot-applied rubberized asphalt material, meeting the requirements of Type 4 crack seal; shall be applied to form a complete seal between the membrane and the vertical surface and shall extend up the vertical surface to within ½ inch of the top of the HMA wearing surface. This work shall be considered incidental to the contract pavement items unless 508 membrane items are included in the contract.

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

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum-based

release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation other than placement of variable depth shim course that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

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

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

For all items requiring pavement density testing, the Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Cores shall be cut such that the nearest edge at least 9 inches from any joint. Pre-testing of the cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.
On all sections of overlay with wearing courses designed to be 1 in or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Mix Asphalt Pavement. For overlays designed to be 1 in or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustment for density, unless otherwise directed by the Department.

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

401.16 Joints The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Section 401.11 - Surface Tolerances are met when measured with a straightedge. The paver screed shall maintain a uniform head of HMA during transverse and longitudinal joint construction. The HMA shall be free of segregation and meet temperature requirements outlined in Section 401.04. Transverse joints of the wearing course shall

be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 in of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items. Longitudinal joints shall be generally straight to the line of travel and constructed in a manner that best ensure joint integrity. Methods or activities that prove detrimental to the construction of straight, sound longitudinal joints will be discontinued.

The Contractor may utilize an approved notched wedge joint device on all HMA layers 1 ½ inches in depth or greater. A notched wedge joint shall be constructed as shown in Figure 1 using a device that is attached to the paver screed and is capable of independently adjusting the top and bottom vertical notches.

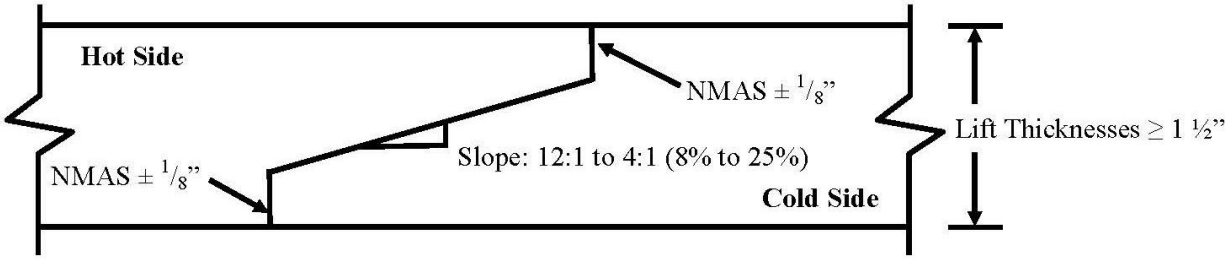


FIGURE 1: Notched Wedge Joint

Notes

1. An emulsified tack coat shall be applied to the vertical edges and the wedge surface so that the total rate is 0.05 G/SY plus the normal specified rate prior to placing the adjacent layer. The Contractor may elect to apply the emulsified tack coat in one or multiple passes.
2. Dimensions shown are compacted depths (after rolling is complete).

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

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

The Contractor shall apply a coating of emulsified asphalt on the vertical and tapered surface of the longitudinal centerline joint immediately before paving if the notched wedge joint device is used.

The total rate of application shall be 0.050 G/SY plus the normal specified tack coat rate. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces.

401.17 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day. All delivery slips shall conform to the requirements of 401.078.

401.18 Prepave Meeting Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the density QC random numbers to be used on the project shall be provided to the Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Department and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 Days of Receipt. These minutes will constitute the final record of the Pre-paving conference. On the first day of paving and whenever there is a change in the onsite paving foreman or paving inspector, the Department and the Contractor shall hold an informal onsite meeting to review the minutes of the Pre-paving conference, Project Specific QCP, Plans, Typicals, Special Provisions and communication process. This meeting shall be held prior to placing any mix. The onsite paving supervisor, QCT, Superintendent, Resident and/or paving inspector shall attend.

401.19 Contractor Quality Control – Method A, B, C & D
The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

401.191 Quality Control The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement, and shall include the following personnel meeting these minimum requirements:

a. QCP Administrator - The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or their designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times.

- For items accepted under Methods A and B, the QCP Administrator shall be certified as a Quality Assurance Technologist (QAT) by NETTCP.
- For items accepted under Methods C and D, the QCP Administrator shall be certified by NETTCP as a Quality Assurance Technologist (QAT), Plant Technician, or Paving Inspector.

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating

properly and that mixing conforms to the mix design(s) and other Contract requirements, and that delivery slips and plant recordation accurately reflects the mix being produced with all the required information. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

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

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

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

a. General Requirements:
    - Job Mix Formulas (JMFs)
    - Name of QCP Administrator, and certification number
    - Description of corrective action process
    - Disposition of defective material
    - A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

b. Process Control Requirements: Each Hot Mix Asphalt plant shall have a Plant Specific Process Control Plan. At minimum the plan shall include:
    - Name of Plant Specific Process Control Technician(s) and certification number(s)
    - Hot mix asphalt plant details
    - Stockpile Management
    - Mixing & transportation
    - Silo management and details
    - A detailed description of RAP processing, stockpiling and introduction into the plant
    - PG Binder management:
        - Tanks and storage (including polymer modified binders if applicable)
        - Binder temperature
        - Sample points
        - Method to ensure mixture contains the specified binder grade
        - Additive introduction details if introduced at the plant
    - Testing and inspection plan for control of aggregates and RAP
    - Mix Testing and inspection plan

c. Quality Control Requirements – Method A & B
   - Name of Quality Control Technicians(s) and certification number(s)
   - Laydown operations
   - Longitudinal joint construction including the tacking of all joints.
   - Procedures for avoiding paving in inclement weather
   - Compaction of shoulders
   - Methods to ensure that segregation is minimized
   - Procedures to determine the maximum rolling and paving speeds based on best engineering practices and past experience in achieving acceptable pavement smoothness.
   - Sequence for paving around drainage structures, under guard rail, around curb, at bridges, intersections, drives and minor approaches to ensure proper compaction, finish, and drainage.
   - Type of release agent to be used on haul units, tools and rollers.

d. Quality Control Requirements – Method C and D
   - Name of QCP Administrator and certification number(s) as specified in Section 401.19.
   - Name of Process Control Technicians(s) and certification number(s).
   - Name of Quality Control Technicians(s) and certification number(s).
   - Anticipated Compaction Temperature Zones for each roller pass during placement.
   - Mix TMD to be used for density gauge setting for method spec density work
   - Procedures for avoiding paving in inclement weather.
   - Type of release agent to be used on haul units, tools and rollers.
   - A note stating that the use of petroleum-based fuel oils, such as diesel or kerosene, or asphalt stripping solvents will not be permitted.
   -

The Contractor shall also supply a Laydown Operation Plan that addresses sequence of work, layout of work, longitudinal joint construction, compaction of shoulders, methods to minimize segregation, and procedures to achieve acceptable pavement smoothness.

For each production day, a summary of each day's results, including a daily paving report, summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and presented to the Department's representative by 1 PM the following working day.

Unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used for Items covered under the Plan. All mix designs (JMF) shall be approved and verified by MaineDOT prior to use.
A QCP, certified QC personnel, and a Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 6. The Contractor shall generate QC sampling random numbers for each approved mix design. A copy of the random numbers shall be emailed to the QC.mainedot@maine.gov email address and remain on-file (in print) and be available for inspection at the QC laboratory. The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the minimum frequencies per each approved mix design:

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (In-Place Density - Surface)	1 per 125 ton	AASHTO T 355 or AASHTO T 343
%TMD (In-Place Density - Base)	1 per 250 ton	AASHTO T 355 or AASHTO T 343
Fines / Effective Binder	1 per 500 ton	AASHTO T 312*
Gradation	1 per 500 ton	AASHTO T 30
PGAB Content	1 per 500 ton	AASHTO T 164 or AASHTO T 308
Voids at N_{design}	1 per 500 ton	AASHTO T 312*
VMA at N_{design}	1 per 500 ton	AASHTO T 312*
Rice Specific Gravity	1 per 500 ton	AASHTO T 209
Percent Fractured Particles	1 per 5,000 ton	AASHTO T 335
Flat and Elongated Particles	1 Per 5,000 ton	ASTM D4791
Fine Aggregate Angularity	1 Per 5,000 ton	AASHTO T 304

*Method A and B only

The Contractor shall monitor plant production on each approved mix design using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 7 below. The UCL and LCL, shall not exceed the allowable gradation control points for the particular type of mixture as outlined in Table 1 of Section 703.09.

TABLE 7: CONTROL LIMITS

Property	UCL and LCL
Percent Passing 4.75 mm and larger sieves	Target +/- 4.0
Percent Passing 2.36 mm sieve	Target +/- 2.5
Percent Passing 0.075 mm sieve	Target +/- 1.0
PGAB Content	Target +/- 0.25
VMA at N_{design}	LCL = LSL + 0.2
Voids at N_{design}	JMF Target +/- 1.2
Theoretical Maximum Specific Gravity	JMF Target +/- 0.020

The Contractor shall submit all QC test and inspection reports and updated control charts to the Resident and QC.mainedot@maine.gov by email. The reports and updated control charts shall be signed by the appropriate technician and be submitted to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP and approved by the Department.

The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by the Department. Test results of splits that do not meet the Dispute Resolution

Variance Limits in Table 18 shall trigger an investigation by the MaineDOT Independent Assurance Unit and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.50 - Process for Dispute Resolution].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

If the Contractor's control chart shows the process for a given mix design to be out of control (defined as a single point outside of the control limits on the running average of three chart) on any property listed in Table 7: Control Limits, the Contractor shall notify the Resident of all affected projects in writing of the corrective action by 1:00 PM the next working day. The written description shall detail what action is being taken by the Contractor to bring the property in question back within control limits. Subsequent quality control results are expected to demonstrate an improvement and regression towards the aim. The Department reserves the right to take action, to include cessation of production, in the case of repeated results outside the Table 7 control chart control limits.

On a daily basis, or whenever equipment type or sequence is modified, the Contractor shall perform density testing across the mat being placed, prior to being compacted by equipment at 12 in intervals. If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied. Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 – Quality.

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

a. The quality level for density using all quality control tests for the current Lot is less than 60 PWL.
b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Section 703.07, Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
c. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
d. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
e. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the corrective action, by the end of the workday. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production. The Department

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

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

401.192 Quality Control for Method D, (sidewalks, drives, islands & incidentals) and visual acceptance items

A QCP, certified QC personnel, or Prepave Meeting shall not be required for Item 403.209 - Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals) accepted under visual or Method D. An approved JMF shall be provided to the Resident prior to placement.

401.20 Acceptance Method A & C These methods utilize Quality Level Analysis and pay factor specifications. For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per sublot on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties as outlined in Table 8:

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

Properties	**Point of Sampling**	**Test Method**
Gradation	Paver Hopper	AASHTO T 30
PGAB Content	Paver Hopper	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	AASHTO T 312
VMA at N_{design}	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
VFB	Paver Hopper	AASHTO T 312

The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot being evaluated under quality level analysis, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Lot sizes and sublot sizes shall be determined as outlined in Table 9.

TABLE 9: LOT AND SUBLOT SIZES – METHOD A & C

Lot Size*	Entire production per item per contract up to 6000 ton
Maximum Sublot Size – Mix	750 ton
Maximum Sublot Size – Density	Surface Layers – 250 ton Base / Intermediate Layers – 500 ton
Minimum Number of Samples – Mix	Four
Minimum Number of Samples – Density	Five

*Unless otherwise agreed upon at the Prepave Meeting

If there is less than one-half of a sublot remaining at the end, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end, then it shall constitute the last sublot

and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot. Unanticipated over-runs of up to 1500 ton shall be rolled into the last lot. Cases where the lot is terminated prior to reaching completion shall be handled in accordance with Section 106.7.3 Early Termination of Lots. In cases where density incentive/disincentive provision apply, additional cores shall be taken to attain a minimum of three for the Lot.

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

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

Property	**USL and LSL**	
	Method A	**Method C**
Percent Passing 4.75 mm and larger sieves	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/- 4%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 3%	Target +/- 4%
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/- 2%	Target +/- 2%
PGAB Content	Target +/- 0.4%	Target +/- 0.4%
Voids at N_{design}	4.0% +/- 1.5%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	94.5% +/- 2.5%

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

TABLE 11: CEASE PRODUCTION – METHOD A & C

Property	Percent Within Limits (PWL)	
	Method A	**Method C**
Percent Passing NMAS sieve*	<60 PWL	<60 PWL
Percent Passing 2.36 mm sieve*		
Percent Passing 0.30 mm sieve*		
Percent Passing 0.075 mm sieve*		
PGAB Content		
Voids at N_{design}		N/A
Fines to Effective Binder*		
VMA at N_{design}		
VFB		
% TMD (In-place Density)		<60 PWL

*Paving operations shall not be required to cease if the mean test value is equal to the LSL or USL and s = 0.

In cases where the Contractor is to cease paving operations based upon an Acceptance result or payfactor, the Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.201 Pay Adjustment - Method A & C The Department will use the following criteria for pay adjustment at the completion of the Lot using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2. If the pay factor for Density falls below 0.80, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 , the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Mix Properties The Department will determine a pay factor (PF) using the applicable Acceptance Limits. If all three pay factors for PGAB Content, VMA at N_{design}, and Voids at N_{design} fall below 0.80 for Method A, then the composite pay factor for PGAB Content, VMA at N_{design}, and Voids at N_{design} shall be 0.50.

The following variables will be used for pay adjustment:

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

The Department will determine a pay adjustment using Table 12: Pay Adjustment Calculations as follows:

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

Acceptance Method	Mix Properties / Gradation	Density
Method A	PA = (Voids @ N_d PF - 1.0)(Q)(P)x0.20 + (VMA @ N_d - 1.0)(Q)(P)x0.20 + (PGAB Content PF- 1.0)(Q)(P)x0.10	PA = (density PF- 1.0)(Q)(P)x0.50
Method C	PA = (% Passing Nom. Max PF-1.0)(Q)(P)x0.05+(% passing 2.36 mm PF-1.0)(Q)(P)x0.05+(%passing 0.30 mm PF-1.0)(Q)(P)x0.05+(%passing 0.075 mm PF-1.0)(Q)(P)x0.10+(PGAB Content PF-1.0)(Q)(P)x0.25	PA = (density PF- 1.0)(Q)(P)x0.50

In addition, for 9.5 mm NMAS mixtures the following pay adjustment shall also apply:

The average percent passing for the 0.075 mm sieve shall be evaluated for each Lot. If the average is greater than 6.5%, a pay adjustment according to Table 13 below shall apply in addition to the other pay adjustments for the given method of testing.

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

Average Percent Passing 0.075 mm Sieve	Pay Adjustment
6.6% - 7.0%	-5%
> 7.0%	-10%

The Department shall notify the Contractor whenever the average of at least three samples in a given Lot is greater than 6.5%.

401.21 Acceptance Method B & D Unless otherwise stated in the 403 special provision, the Lot shall be the entire mix quantity per item per contract. The Department will sample once per sublot per pay item on a statistically random basis, test, and evaluate in accordance with the Acceptance Properties in Table 14. The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO R 97, Sampling Asphalt Mixtures, and the MaineDOT Policies and Procedures for HMA Sampling and Testing. The Contractor shall transport the samples in containers provided by the Department to the designated MaineDOT Laboratory within 48 hours except when otherwise noted in the project specific QCP or as directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance. Target values shall be as specified in the JMF. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split.

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

Properties	Point of Sampling		Test Method
	Method B	Method D	
Gradation	Paver Hopper	Paver Hopper or Truck	AASHTO T 30
PGAB Content	Paver Hopper	Paver Hopper or Truck	AASHTO T 308
% TMD (In-Place Density)	Mat behind all Rollers	Mat behind all Rollers	AASHTO T 269
Voids at N_{design}	Paver Hopper	N/A	AASHTO T 312
VMA at N_{design}	Paver Hopper	N/A	AASHTO T 312
Fines to Effective Binder	Paver Hopper	N/A	AASHTO T 312
VFB	Paver Hopper	N/A	AASHTO T 312

TABLE 15: LOT AND SUBLOT SIZES – METHOD B & D

Lot Size*	Entire mix quantity per item per contract	
Maximum Sublot Size – Mix	(Lot size ≤ 1000 tons)	(Lot size > 1000 tons)
	250 ton	750 ton
Sublot Size – Density	125 ton (Max 5 Sublots)	250 ton

*General – Lot and Sublot size may be adjusted to accommodate the work scope and schedule, or as otherwise agreed upon at the Prepave Meeting

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

Property	USL and LSL	
	Method B	Method D
Percent Passing 4.75 mm and larger	Target +/- 7%	Target +/- 7%
Percent Passing 2.36 mm sieve	Target +/- 5%	Target +/- 7%
Percent Passing 1.18 mm sieve	Target +/- 5%	Target +/- 5%
Percent Passing 0.60 mm sieve	Target +/- 4%	Target +/- 4%
Percent Passing 0.30 mm sieve	Target +/- 3%	Target +/- 3%
Percent Passing 0.075 mm sieve	Target +/- 3%	Target +/- 3%
PGAB Content	Target +/- 0.5%	Target +/- 0.5%
Voids at N_{design}	4.0% +/- 2.0%	N/A
Fines to Effective Binder	0.9 +/- 0.3	N/A
VMA at N_{design}	LSL from Table 1	N/A
VFB	Table 1 plus a 4% production tolerance for USL	N/A
% TMD (In-place Density)	94.5% +/- 2.5%	LSL of 92.0%

The Contractor shall cease paving operations whenever two consecutive Method B or D tests fall outside specification limits on the same property. The Contractor will submit a corrective action plan to the Department. The Department will only allow the continuation of paving operations when it is satisfied the corrective action will result in an improvement in results. The Department may require the submittal of a passing verification sample to allow further production.

401.211 Pay Adjustment - Method B & D For items accepted under Method B or D, if the mix is within the tolerances listed in Table 16, the Department will pay the contract unit price, otherwise pay adjustments as shown in Table 17 shall be applied to the quantity of mix represented by the test. The Contractor shall cut one 6 in core per sublot unless otherwise noted in Section 403 - Hot Mix Asphalt Pavement. If the density result is not within the specified limits the disincentive shall apply. If the sublot density is less than 88.5 percent or greater than 99.0 percent of the sublot TMD, two additional cores shall be cut at random locations determined by the Department. If either of the additional cores has a density less than 88.5 percent or greater than 99.0 percent of the sublot TMD, the sublot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the sublot pay adjustment.

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

Property	**Method B**		**Method D**	
Percent Passing 2.36 mm sieve	N/A		-2.0%	
Percent Passing 0.30 mm sieve	N/A		-1.0%	
Percent Passing 0.075 mm sieve	-2.0%		-2.0%	
PGAB Content	-5.0%		-5.0%	
Voids at N_{design}	-3.0%		N/A	
% TMD (In-place Density)	91.5% - 91.9% or 97.1% - 97.5%	-5.0%	91.5% - 91.9%	-5.0%
	90.5% - 91.4% or 97.6% - 98.5%	-10.0%	90.5% - 91.4%	-10.0%
	89.5% - 90.4% or 98.6% - 99.0%	-20.0%	89.5% - 90.4%	-20.0%
	88.5% - 89.4%	-30.0%	88.5% - 89.4%	-30.0%
	<88.5% or >99.0%	Reject	<88.5% or >99.0%	Reject

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

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

The Department will pay for the work specified in Section 401.12, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental. Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment. The Department will make a pay adjustment for quality as specified in Section 401.20 Acceptance Method A & B or 401.21 Acceptance Method C & D.

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

Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the Acceptance sample in accordance with applicable AASHTO procedure and accepted supplemental practice as described in the Department's HMA Sampling and Testing Policies and Procedures manual. The Contractor shall report their results to the Resident, with a copy to Contractor.mainedot@maine.gov by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of at least two weeks after it has been reported, or until the sample is tested. The properties eligible for dispute and the respective variances are shown in Table 18.

The Contractor may dispute the Department's Acceptance results and request that the dispute resolution split sample be tested by notifying the Department's Resident and QA Engineer in writing within two working days after the results of the Acceptance test are reported. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MaineDOT) of their split of the Acceptance sample indicating that the variances in Table 18 for the specific test result(s) or property(ies) were exceeded.

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

Property	**Method A & B**	**Method C & D***	**Variance Limits**
PGAB Content	Yes	Yes	+/- 0.4%
G_{mb}	Yes	No	+/- 0.030
G_{mm}	Yes	No	+/- 0.020
Voids at N_{design}	Only if G_{mb} or G_{mm} is not disputable	No	+/- 0.8%
VMA at N_{design}	Only if G_{mb} or G_{mm} is not disputable	No	+/- 0.8%
Percent Passing 4.75 mm and larger sieves	No	Yes	+/- 4.0%
Percent Passing 2.36 mm to 0.60 mm sieves	No	Yes	+/- 3.0%
Percent Passing 0.30 mm to 0.15 mm sieves	No	Yes	+/- 2.0 %
0.075 mm sieve	Only for 9.5 mm NMAS mixes	Yes	+/- 0.8%

*****Disputes will not be allowed on Item 403.209

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

SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Hot Mix Asphalt Pavement.

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

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

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

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

Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot. The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

TABLE 1: ACCEPTANCE LIMITS

Level	**USL**
I	55 in/mile
II	65 in/mile
III	75 in/mile

Computation of Smoothness Pay Adjustment:

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

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

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.11 Surface Tolerances.

Payment will be made under:

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

SECTION 403 - HOT MIX ASPHALT PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of Hot Mix Asphalt pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established. The HMA pavement shall be composed of a mixture of aggregate, filler if required, and asphalt material.

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

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

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

403.05 Basis of Payment The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place. Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Mix Asphalt Pavement, for Method location).

Payment will be made under:

Pay Item		Pay Unit
403.102	Hot Mix Asphalt Pavement for Special Areas	Ton
403.206	Hot Mix Asphalt, 25 mm Nominal Maximum Size	Ton
403.207	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton
403.2071	Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2072	Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	Ton
403.208	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	Ton
403.2081	Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.209	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Sidewalks, Drives, Islands & Incidentals)	Ton
403.210	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	Ton
403.2101	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Polymer Modified)	Ton
403.2104	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Thin Lift Surface Treatment)	Ton
403.211	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming)	Ton
403.2111	Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Shimming, Polymer Modified))	Ton
403.212	Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	Ton
403.213	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.2131	Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course, Polymer Modified)	Ton
403.2132	Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	Ton
403.214	Hot Mix Asphalt, 4.75 Nominal Maximum Size (5/8” Surface Treatment)	Ton

SPECIAL PROVISION

SECTION 403
HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
3" – Frank J. Wood Bridge Deck					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8,21,30
Base	12.5 mm	403.2131	1½"	1	2,4,8,21,30
6" – U.S. Route 201/Route 17/24 Travel Way, Shoulders Widenings & Guardrail Flareouts - Full Depth Construction					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8
Base	12.5 mm	403.2131	1½"	1	2,4,8
Base	12.5 mm	403.213	3"	2	4,8,54
3" – U.S. Route 201/Route 17/24 Travel Way & Shoulders - Mill & Overlay					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8
Base	12.5 mm	403.2131	1½"	1	2,4,8
6" – Curb Installation Areas					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8
Base	12.5 mm	403.213	4½"	2/more	4,10,11,30,32,53
3" – Commercial Entrances					
Wearing	12.5 mm	403.2081	1½"	1	2,4,10,30
Base	12.5 mm	403.2131	1½"	1	2,4,10,30
2" – Sidewalks and Incidentals					
Wearing	9.5 mm	403.209	2"	2/more	3,20,30

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The design traffic level for mix placed shall be <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
4. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. 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** as specified Section 401.21 - Quality Assurance Methods A and B.

10. Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods C and D.
11. The Department will accept or reject any HMA based on a **visual basis**, either prior to its use, during placement, or in its final disposition.
20. The combined aggregate gradation required for this item shall be classified as a 9.5mm Thin Lift Mixture (TLM) mixture, using the Aggregate Gradation Control Points as defined in 703.09.
21. The combined aggregate gradation required for this item shall be classified as a 12.5mm "**fine graded ”** mixture, (using the Primary Control Sieve control point) as defined in 703.09.
30. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
32. In areas inaccessible to a **10 ton** roller, compaction of the new Hot Mix Asphalt Pavement will be obtained using a minimal roller train consisting of a **3-5 ton** vibratory roller. Areas less than 2 feet wide shall be compacted with a minimum of a **150 pound** plate compactor. An approved release agent is required to ensure the mixture does not adhere to hand tools, rollers, pavers, and truck bodies. The use of petroleum based fuel oils, or asphalt stripping solvents will not be permitted.
53. At the discretion of the Contractor, the use of concrete fill will be allowed in lieu of pavement and gravel to back fill around granite curbing (Type 1 & 5). When utilized, at least 3” of HMA shall be placed on top of the concrete fill for cover on the mainline edge of curb (face of curb). At minimum, the Concrete shall be a 3000 psi Class A concrete. **Flowable fill shall not be permitted**. Unless otherwise specified, there will not be additional compensation for the Concrete Fill but shall be considered incidental to the 609 items.
54. A mixture meeting the gradation of 19.0 mm hot mix asphalt may be used at the option of the contractor.

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 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21 & 502.219	Structural Concrete, Abutments and Retaining Walls	$400.00	A
A	502.239	Structural Concrete Piers	$400.00	A
A	502.24	Structural Concrete Piers (Placed Under Water)		C
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	$400.00	A
A	502.31	Structural Concrete Approach Slab	-	C
LP	502.49	Structural Concrete Curbs and Sidewalks	$450.00	A
A	502.565	Concrete Fill		C
A	502.2356	Miscellaneous Concrete: Thickened Slab	-	C
A	608.08	Reinforced Concrete Sidewalk	-	C
A	608.282	Granite Pavers with Concrete Base	-	C
A	633.01	Seat Walls	-	C
A	642.17	Cast-in-Place Concrete Steps: with Granite Treads	-	C

P values listed above reflect the price per cubic yard (yd^3) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Downspout)

Description:

This work shall consist of fabrication, delivery, and installation of Fiber Reinforced Polymer (FRP) Downspouts in accordance with the Plans and this specification.

Company Experience:

The supplier shall demonstrate successful experience producing FRP drainage products and related components that have been in service for a minimum of 3 years.

For local FRP manufacturers please contact:

Steve Von Vogt, Executive Director
Maine Composites Alliance
P.O. Box 129
Portland, ME 04112
svonvogt@mainecompositesalliance.org
(207) 828-1414

Materials and Fabrication Requirements:

The Contractor will submit fabrication details to the Resident Engineer for review. The Resident will be allowed 7 working days to review the submittal. Details shall be in accordance with the Plans and these specifications. All material and workmanship will meet or exceed ASTM C 582. The following is specified:

General:

- 3/8" thickness
- Chemical resistant Derakane 510C-350 Resin or equal to be used throughout
- Corrosion Barrier shall be 1 layer of Nexus (Burlington Industries) 100-10 surfacing veil followed by 4 layers .75 oz/sq ft chopped strand mat (Owens Corning Vetrotex), or approved equal. Structural portion shall be alternating plies of 1.5 oz/sq ft chopped strand mat and 24 oz/sq yd woven roving to the required thickness.

Installation:

FRP Downspout shall be stored and handled in accordance with the manufacturer's recommendations. FRP Downspouts will be accurately placed at the locations shown on the Plans or authorized. Any repairs to the downspouts as a result of mishandling shall be done at the expense of the contractor.

Method of Measurement:

FRP Downspouts will be measured by Each, fabricated, delivered, and successfully installed.

Basis of Payment:

FRP Downspout will be paid for at the contract unit price Each. Such payment shall include compensation for all materials and labor necessary for the fabrication, delivery and installation of the Downspouts and all associated hardware in accordance with the Plans and this specification.

Payment will be made under:

Pay Item		Pay Unit
502.703	FRP Downspout	Each

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

Description

This work shall consist of design, fabrication and delivery of bridge drains using FRP (Fiber Reinforced Polymer) composite materials in accordance with the plans and this specification.

Specifications

Work shall be done in general accordance with the following specifications:

a. AASHTO LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members, 2012.
b. American Composites Manufacturing Association, ACMA Code of Standard Practice, First Edition, 2011.
c. ISO/IEC Guide 58, Calibration and Testing Laboratory Accreditation Systems - General Requirements for Operation and Recognition.
d. ISO/IEC 17025 General Requirements for the Competence of testing and Calibration Laboratories.
e. MaineDOT Standard Specifications.

2.3 Standards

A.) ASTM D 2584. *Standard Test Method for Ignition Loss of Cured Reinforced Resins.* American Society for Testing and Materials, West Conshohocken, PA.

B.) ASTM D 3039. *Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials.* American Society for Testing and Materials, West Conshohocken, PA.

C.) ASTM D 3171. *Standard Test Methods for Constituent Content of Composite Materials.* American Society for Testing and Materials, West Conshohocken, PA.

D.) ASTM D 4385. *Standard Practice for Classifying Visual Defects in Thermosetting Reinforced Plastic Pultruded Products.* American Society for Testing and Materials, West Conshohocken, PA.

E.) ASTM D 570. *Test Method for Water Absorption of Plastics.* American Society for Testing and Materials, West Conshohocken, PA.

F.) ASTM E 1356. *Standard Test Method for Assignment of the Glass Transition Temperatures by Differential Scanning Calorimetry.* American Society for Testing and Materials, West Conshohocken, PA.

G.) ASTM E 1640. *Standard Test Method for Assignment of the Glass Transition Temperature by Dynamic Mechanical Analysis.* American Society for Testing and Materials, West Conshohocken, PA.

H.) ASTM C 582. *Standard Specification for Contact-Mold Reinforced Thermosetting Plastic (RTP) Laminates for Corrosion-Resistant Equipment.* American Society for Testing and Materials, West Conshohocken, PA.

Material

Materials shall conform to the following requirements:

1. FRP composite drain and pipe material shall meet the requirements of Appendix A.

2. All material and workmanship will meet or exceed the requirements of the ASTM Specifications above.

3. Drain support assembly shall meet the material and protective coating requirements specified in the Standard Details.

Construction Requirements

FRP Drain Manufacturers

The FRP bridge drains shall be supplied by one of the following companies:

1. Kenway Corporation
2. FRP Bridge Drain Pipe-Westfall Company
3. ACO USA

The above suppliers have been pre-certified by providing materials samples that have been tested in accordance with Appendix A. Other suppliers/manufacturers may become certified if FRP bridge drain samples are tested in accordance with the requirements in Appendix A along with meeting the following requirements.

All manufactures or fabricators of FRP bridge drain systems/components are required to have a minimum of 3 years of experience in providing FRP composite structural grade products to the general market. Manufacturers need to provide documentation that personnel involved in manufacture/fabrication hold and maintain American Composites Manufactures Association (ACMA) certifications in a minimum of one of the following disciplines; 1) Open Molding, 2) Corrosion, 3) Vacuum Infusion, 4) Closed Molding and that the Manufacturer/Fabricator have an

ISO 9001:(current year) or other independent certification to ensure that the Manufacturer's process has been independently audited for conformance.

Design Guide for FRP Composite Scupper Bodies/Drain Inlets

General

The bridge shall use a drain size specified on the plans. See Appendix B for additional details. The bottom of the downspout shall extend a minimum of 12 inches below the bottom of the beams. For bridge decks with an integral concrete wearing surface, the drain pan depth shall be reduced to provide adequate concrete cover.

Deck/interface drain holes.

For bridge decks with pavement and waterproofing membrane, drain holes are required on both sides of the scupper to capture moisture at the interface between the top of the deck and bottom of the asphalt pavement. Three holes one half inch in diameter spaced at 6 inches on center and three and one quarter inches on center below the top of the grate, or pavement thickness, shall be placed on both sides of the scupper. If the holes are created after the molding process by punching, drilling or other mechanical means the holes shall be sealed using a compatible epoxy compound.

Grates

Grates shall be bicycle friendly and designed for HL-93 Live Load unless otherwise specified. Any gaps in grates shall have a maximum clear width of two inches. The minimum clear opening size in any grating shall be 1 1/8" by 1 1/8". Grates shall be stainless steel (ASTM A995) or FRP specifically designed and meeting the HL-93 Live Load requirements.

- Steel grating shall be commercial heavy - duty grating with 1 1/2" x 5/16" bearing bars spaced at 2 3/8" and 3/8" diameter cross bars spaced at 2". The grating shall be centered in the drain top. The bearing bars shall run parallel to traffic.
- FRP grating if used shall provide an opening area at least 75% of steel grating noted above. FRP gratings that do not meet this requirement are not acceptable and shall not be used.

Grates shall be designed so that they can be removed by mechanical means. Fasteners for grates shall be stainless. Where selected grates require orientation to flow, the grates will have orienting features included as required, i.e. for orders of paired drains one drain would have left hand orientation and the other right-hand orientation.

Grate Frames

Grate frames may be either integrated FRP composite or of stainless steel construction attached to the scupper/inlet body in a matter consistent with the physical design parameters.

Anchoring provisions
Scupper/inlet anchoring shall be bonded to the grate framing in a manner that provides a load path into the concrete decking. Anchor details to be specified as part of the shop drawings for the bridge drains and be a non-corrosive material.

Cross and Longitudinal Slope Compensation
The scupper/inlet designs shall provide a means to match the grate to the deck angles while maintaining the downspout in a plumb orientation. If purchased in pairs, one left handed version will be required for each right handed version. This may be achieved when a down spout portion is bonded to the scupper body, through the frame attachment to the scupper body.

FRP Composite Drain Sections
Bridge deck downspouts, bridge drain deck extensions, elbows and pipe for under drains shall be constructed using a circular cross section; however other cross sections are allowed with approval of the Fabrication Engineer. Drain sections shall comply with the material requirements set forth in Appendix A and maintain wall thickness of no less than 1/4 inch.

FRP Composite Deck Drain Extensions.
Down spout drain extensions shall be integrated and bonded directly to the scupper bodies.

Transitions through Connections and Components.
All transitions and joints to be manufactured through the use of smooth radius molds. Miter joint and edged transitions are not allowed. All internal joint connections are to be smooth and continuous.

Pigmented FRP Composite Drain Components
Pipes, fittings, bodies and all FRP composite drain system components shall be pigmented through the wall. The color used shall match the color of the beams unless otherwise allowed by the Fabrication Engineer. Paint, gel-coat or any other exterior coating shall not be accepted.

Joint Connections
Joints may be welded using manufacturer recommended adhesives in accordance to the adhesive manufacturer's application procedures. Adhesives must be compatible with the FRP resins, applied in a way that ensures complete bonding and liquid tight sealing of the resins, and be compatible with the environmental conditions such as temperature, freeze thaw conditions, and wet alkaline environments.

Shop Drawings/Inspection

Drawings The Contractor shall prepare shop detail, erection and other necessary working drawings in accordance with Section 105.7 - Working Drawings. Drawings shall include dimensions and tolerances necessary for manufacture and installation, all hardware, orienting

features, anchor details, fastener details, gasket details, cross and longitudinal matching features, joint details, transition details, and material lay-up/composition

Notice of Beginning Work The Contractor shall give the Fabrication Engineer a minimum of two weeks notice before the beginning of work. No work shall be performed before the Fabrication Engineer has been notified. Before beginning work, a pre-fabrication meeting may be held at the discretion of the Fabrication Engineer or, if requested, by the Contractor.

The Contractor shall advise the Fabrication Engineer of the production schedule and any changes to it. If the Contractor suspends work on a project, the Fabrication Engineer will require 48 hours notice prior to the resumption of work.

Inspection Quality Control (Q.C.) is the responsibility of the Contractor. The Quality Control Inspector (Q.C.I.) shall inspect all aspects of the work and shall supervise all nondestructive examination (NDE). The Q.C.I. shall record measurements and test results in a clear and legible manner. The Q.C.I. shall reject materials and workmanship that do not meet contract requirements. The Contractor may perform NDE in addition to the minimum required. The results of all measurements and testing shall be made available to the Quality Assurance Inspector (Q.A.I.).

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

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

Rejections Rejected material and workmanship shall be corrected or replaced by the Contractor.

Bill of Materials The Contractor shall provide the Fabrication Engineer with copies of all bills of materials used in the fabrication of the FRP bridge drains.

Packaging, Storage and Shipping of Components
FRP drains shall be stored and handled in accordance with the manufacturer's recommendation. The drains shall be stored above the ground and not be allowed to come into contact with seawater, mud, grease, dirt or other deleterious materials that may be present on the job site.

Installation
The Contractor shall install the FRP drains in accordance with the manufacturer's installation procedures, Contract Plans, and in accordance with the Contractor's installation drawings. FRP bridge drains will be accurately placed at the locations shown on the Plans or as authorized by

the Resident. Adequate means shall be provided for securely holding the drains in place during placement of concrete. Any damaged drain shall be repaired or replaced at the Resident's discretion and at no additional cost to the Department.

Method of Measurement

FRP Bridge Drains will be measured by the number of units, for fabrication and delivery. Installation for the drains will be incidental to the Structural Concrete Superstructure item.

Basis of Payment

FRP Bridge Drains will be paid for at the contract unit price. Such payment will include compensation for the fabrication and delivery of the drains in accordance with this specification.

Payment will be under:

Pay Item		Pay Unit
502.77	FRP Bridge Drain –Type B	Each

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

APPENDIX A

A.1 Scope
This section specifies the material composition, properties, test requirements and reports that shall be submitted and approved prior to and after product certification of each FRP composite drain component type, e.g. scupper body or pipe component. The manufacturer is responsible for testing using an approved independent lab per section A.5.3. Once certified the approved product may be manufactured with only internal testing provided the manufacturing process and laminate composition do not change. Changes to process and or composition do require additional testing and product certification. The manufacturer shall report the individual test results per section A.5.3. If the strength is less than the required properties certification will not be granted.

A.2 Material/Laminate Composition

A.2.1 Fibers
Fiber sizings and coupling agents shall be compatible with the resin system used to impregnate them.

A.2.2 Matrix Resins
Commercial grades of vinyl ester and epoxy resin systems are permitted provided the finished product meets the material property requirements before and after durability conditioning as set forth in Section A. Styrene is permitted to be added to the polymer resin during processing. Added styrene shall be less than 10 percent by mass of the polymer resin. The amount of styrene, as a mass percentage of the polymer resin, added during processing shall be reported per Section A.5.3.

A.2.3 Fillers and Additives
Commercial grade inorganic fillers such as kaolin clay, calcium carbonate, and alumina tri-hydrate shall not exceed 20 percent by mass of the polymer resin constituent. Commercial grade additives and process-aids, such as release agents, low profile shrink additives, initiators, promoters, hardeners, catalysts, pigments, fire-retardants, and ultra-violet inhibitors are permitted and depend on the processing method. Shrink additives, if used, shall be less than 20 percent by mass of the polymer resin. Commercial grade inorganic or organic non-woven surfacing mats or veils are permitted.

A.2.4 Fiber Content
Fiber content shall be measured by ASTM D 3171 or ASTM D 2584. Fiber content shall be high enough to meet the mechanical property requirements of the FRP system laminate. The manufacturer shall report the fiber content of the end product by volume or by mass in accordance to the method used. If fiber content is not provided by the manufacturer, then the manufacturer shall provide material data sheets with the weight per unit area of the fiber reinforcement used to manufacture the part.

A.2.5 Glass Transition Temperature
The characteristic value of the glass transition temperature of the composite system, determined in accordance with ASTM E1640, shall be at least 40 degrees Fahrenheit higher than the maximum design temperature, $T_{MaxDesign}$, defined in section 3.12.2.2 of the AASHTO LRFD Guide Specifications for Design of Concrete-Filled FRP Tubes for Flexural and Axial Members, 2012. FRP drain systems may not be used in environments with a service temperature higher than the glass transition temperature of the resin used for their manufacturing.

A.2.6 Longitudinal and Transverse Coefficients of Thermal Expansion (CTE)
The coefficient of Thermal Expansion (CTE) of the tube may vary in the longitudinal and circumferential directions of the component depending on the laminate architecture and type of fibers and resins.

A.3 Mechanical Properties

A.3.1 Tensile Properties
The tensile strength, tensile modulus of elasticity, and ultimate tensile strain shall be determined for both the axial and hoop directions of the tubular components or in transverse and longitudinal directions of inlet bodies, see Section A.5.1 Test Samples. The tensile strength as reported by the manufacturer for product certification shall be measured according to ASTM Test Method D 3039, or other tension test method designed to determine tensile properties of composite laminates at the approved frequency and number of specimens as specified in section A.5.

A.3.4 Compressive Properties
The compressive strength and ultimate compressive strain shall be determined for the longitudinal directions of the tube laminate. The compressive strength and ultimate compressive strains shall be derived from specimens tested in accordance with ASTM Test Method D 6641, or other approved compression test method designed to determine compressive properties of the composite.

A.4 Durability Properties
Material properties shall retain 85% of their baseline values for the material properties listed in Section 2.3 after conditioning for all the durability tests listed below. Durability test methods are adopted from AASHTO Guide Specifications for Design of Bonded FRP Systems for Repair and Strengthening of Concrete Bridge Elements.

Durability property testing is only required for initial product certification and not required for subsequent production orders. The testing is the responsibility of the manufacturer and shall be conducted by an approved independent testing lab per section A.5.2.

A.4.1 Moisture Absorption
Samples will be immersed in distilled water having a temperature of 100 +/-3 degrees Fahrenheit and tested after 1,000 hours of exposure.

A.4.2 Resistance to Alkaline Environment
Samples will be immersed in a saturated solution of calcium hydroxide (pH-11) at ambient temperature of 73 +/-3 degrees Fahrenheit for 1,000 hours prior to testing. The pH level will be monitored and the solution will be maintained as needed.

A.4.3 Alternating Ultraviolet Light and Condensation Humidity
Samples will be conditioned in an apparatus under Cycle I-UV exposure condition according to ASTM G154 Standard Practice. Samples will be tested within two hours after removal from the apparatus.

A.4.4 Freeze-Thaw
Samples will be exposed to 100 repeated cycles of freezing and thawing in an apparatus meeting the requirements of ASTM C666.

A.5 Sampling, Testing & Results.

A.5.1 Test Samples.
The manufacturer is responsible for testing and may use samples in accordance to the test methods and needs of test equipment available. Test coupons may be cut from manufactured products or prepared using identical processes e.g. wet lay-up, vacuum infusion, etc. in a flat sheet, or witness plate, in which test coupons may be cut. Approval of the Fabrication Engineer shall be required for acceptance of test specimens produced by a different manufacturing method. Samples derived from special coupon test sheets shall be taken interior to edge sections 1.5x the width of the required coupon width. Samples shall be prepared from samples oriented with the directions illustrated in figures 1 and 2 for scupper body and drain pipes. For samples from filament wound pipes, samples shall be constructed over polygon mandrels allowing for flat panels to be removed for test purposes. Each test shall use a quantity of three samples. See Tables A.5.4 for tests, material requirements and sample breakdown.

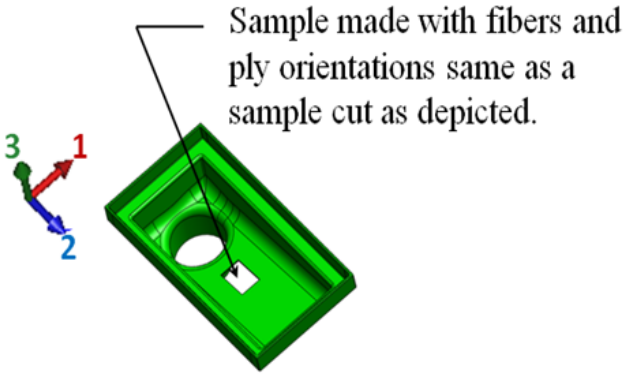


Figure 1.) Scupper Body Sample Orientations.

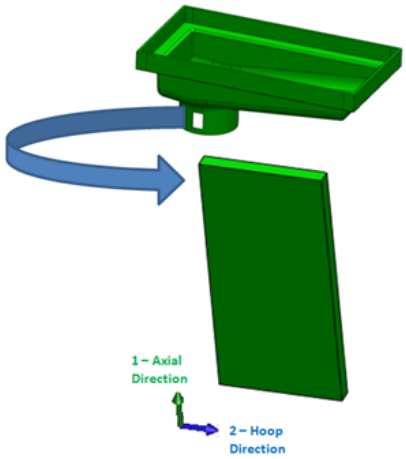


Figure 2.) Drain Pipe Sample Orientations.

A.5.2 Test Lab Requirements.
All testing of FRP material properties is being conducting in accordance to specified standards. Internal or external testing is to be conducted through laboratory facilities in accordance to ISO/IEC Guide 58, *Calibration and Testing Laboratory Accreditation Systems - General Requirements for Operation and Recognition* and ISO/IEC 17025 *General Requirements for the Competence of testing and Calibration Laboratories* as related by AASHTO document R18 "Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories."

A.5.3 Production Validation (PV) Testing.
Certification of materials used in FRP drain products must undergo PV testing of the specified material properties before and after environmental conditioning as set forth in Section A.5.4 by an independent lab. PV tests may be conducted internally by the manufacturer for development but are not acceptable for certification. Reported values for the material composition is be recorded and reported by the manufacturer, no independent audit is required.

A.5.4 Production Validation Sample Quantities, Minimum Material Properties and Reported Values
The following data shall be reported for material certification. Note that the tables shown use orientations related to FRP scupper or inlet bodies as set forth in Figure 1 of Section A.5.1. When evaluating tubular sections, orientation direction 2 as shown in Figure 2 of Section A.5.1 shall be substituted for orientation direction 3. The required number of samples have been reduced from ASTM requirements.

Table A.5.4.a PV reported material composition data. (Recorded by the manufacturer during the manufacturing process)

Section No.	Characteristic	Applicable Test Standard	Number of Samples	Tolerance	Reported
A.2.2	Styrene, mass percentage of polymer resin	per tolerance	N/A	10% max	
A.2.3	Inorganic fillers, mass percentage of polymer resin.	per tolerance	N/A	20% max	
	Shrink additives, mass percentage of polymer resin.	per tolerance	N/A	20% max	
A.2.4	Fiber Content	ASTM D3171 or ASTM D2584	3	Sufficient to meet mechanical properties	
A.2.5	Glass Transition Temperature	ASTM E1640	3	> Max Design Temperature	

Table A.5.4.b PV Reported Baseline Mechanical Properties

(Conducted by an independent laboratory. Samples as Manufactured w/o additional conditioning per Section A.3)

						Independent Lab Reported Values			
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minumum Allowable Values	Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	10000 (psi)				
		Tensile Modulas of Elasticity			800000 (psi)				
		Ultimate Tensile Strain			0.003 in/ in				
	2	Tensile Strength		3	10000 (psi)				
		Tensile Modulas of Elasticity			800000 (psi)				
		Ultimate Tensile Strain			0.003 in/ in				
A.3.4	1	Compressive Strength	ASTM D6641	3	22000 (psi)				
		Ultimate Compressive Strain			0.003 in/ in				
	3	Compressive Strength		3	22000 (psi)				
		Ultimate Compressive Strain			0.003 in/ in				

Table A.5.4c PV Reported Mechanical Properties after 1000 hr. Moisture Immersion Condidtioning per Section A.4.1

(Conducted by an independent laboratory)

						Independent Lab Reported Values			
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minumum Allowable Values	Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4d PV Reported Mechanical Properties after 1000 hr. of Alkaline Environment Conditioning per Section A.4.2

(Conducted by an independent laboratory)

						Independent Lab Reported Values			
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minumum Allowable Values	Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4e PV Reported Mechanical Properties after UV Light Conditioning per Section A.4.3 (ASTM G154).

(Conducted by an independent laboratory)

						Independent Lab Reported Values			
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minumum Allowable Values	Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

Table A.5.4f PV Reported Mechanical Properties after 100 Freeze-Thaw Cycle Conditioning per Section A.4.4 (ASTM C666).

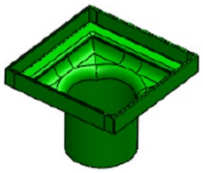
(Conducted by an independent laboratory)

						Independent Lab Reported Values			
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minumum Allowable Values	Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
	2	Tensile Strength		3	8500 (psi)				
		Tensile Modulas of Elasticity			680000 (psi)				
		Ultimate Tensile Strain			0.0025 in/in				
A.3.4	1	Compressive Strength	ASTM D6641	3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				
	3	Compressive Strength		3	18700 (psi)				
		Ultimate Compressive Strain			0.0025 in/in				

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Fiber Reinforced Polymer Bridge Drains)

APPENDIX B

Standard Details



Bridge Drain – Symmetric Inlet

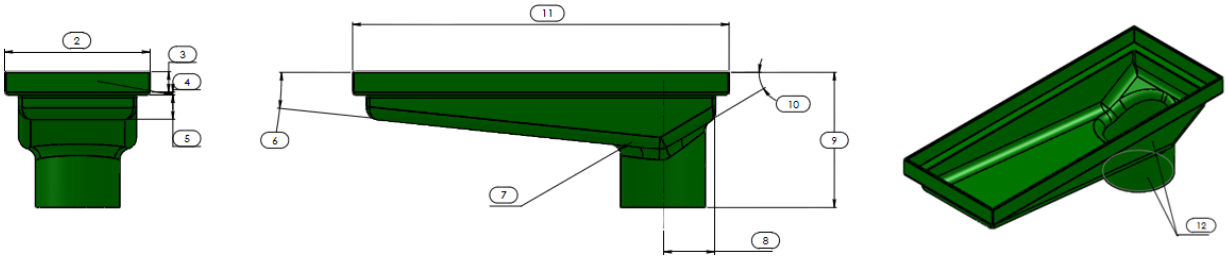
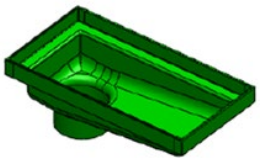


Table B1 Preferred Symmetric FRP Composite Inlet Bodies

	Size Designation	A	B	C		
	Size Dimensions (Grate Length x Width, Down Spout Diameter)	12x12xØ8	14x14xØ10	18x18xØ12		
Dimension		Nominal Dimensions			Nominal Design Tolerance	Manufacturing Tolerance
Number	Name					
1	Down Spout Inner Diameter	8"	10"	12"	min	+/- 0.015"
2	Grate Frame Width	12"	14"	18"	+/- 1"	+/- 0.025"
3	Grate Frame Height	As required to contain grate and recessed from deck surface				
4	Grate Frame Flange & Wall Thickness	0.25"	0.25"	0.25"	min	+/- 0.025"
5	Scupper Toe Depth	4"	4"	4"	+1"/-0"	+/- 0.1"
6	Scupper Toe Slope	1:10	1:10	1:10	min	+ 1 degree
7	Scupper Body Radii	2"	2"	2"	min	+0.1"
8	Down Spout Position to Heel	6"	6"	6"	+/- 0.5"	
9	Height	18"	18"	18"	Open	+/- 0.25"
10	Scupper Heel Slope	1:10	1:10	1:10	min	+0.1"
11	Grate Frame Length	12"	14"	18"	+/- 1"	+/- 0.025"
12	Scupper and Down Spout Wall Thickness	0.25"	0.25"	0.25"	min	+0.015"



Bridge Drain-Offset Scupper

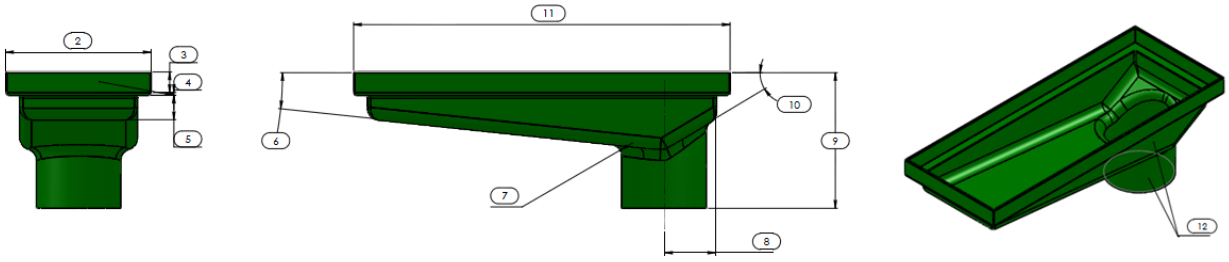


Table B2 Preferred Offset FRP Composite Scupper Bodies

	Size Designation	D	E	F	G		
	Size Dimensions (Grate Length x Width, Down Spout Diameter)	24x12xØ8	30x12xØ10	36x12xØ10	42x12xØ12		
Dimension Number	Dimension Name	Nominal Dimensions				Nominal Design Tolerance	Manufacturing Tolerance
1	Down Spout Inner Diameter	8"	10"	10"	12"	min	+/- 0.015"
2	Grate Frame Width	12"	12"	12"	12"	+ 2"/-0"	+/- 0.025"
3	Grate Frame Height	As required to contain grate and recessed from deck surface					
4	Grate Frame Flange & Wall Thickness	0.25"	0.25"	0.25"	0.25"	min	+/- 0.025"
5	Scupper Toe Depth	4"	4"	4"	4"	+1"/-0"	+/- 0.1"
6	Scupper Toe Slope	1:10	1:10	1:10	1:10	min	+ 1 degree
7	Scupper Body Radii	2"	2"	2"	2"	min	+0.1"
8	Down Spout Position to Heel	6"	6"	6"	6"	+/- 0.5"	
9	Height	13.5"	16"	18"	18"	Open	+/- 0.25"
10	Scupper Heel Slope	1:10	1:10	1:10	1:10	min	+0.1"
11	Grate Frame Length	24"	30"	36"	42"	+ 2"/-0"	+/- 0.025"
12	Scupper and Down Spout Wall Thickness	0.25"	0.25"	0.25"	0.25"	min	+0.015"

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Miscellaneous Concrete: Thickened Slab)

This Section is amended by the addition of the following:

502.01 Description

Miscellaneous Concrete: Thickened Slab shall meet the requirements of Section 608 Sidewalks.

502.02 Classification.

Miscellaneous Concrete: Thickened Slab shall be Class A Portland Cement Concrete.

502.03 Materials.

Reinforcing steel shall meet the requirements of Section 503 Reinforcing Steel and shall be plain reinforcing.

502.19 Basis of Payment

The accepted work done under Miscellaneous Concrete: Thickened Slab will be paid for at the Contract unit price per cubic yard. Reinforcing steel needed for this work will not be paid separately but be considered incidental to this work.

Payment will be made under:

Pay Item		Pay Unit
502.2356	Miscellaneous Concrete: Thickened Slab	Cubic Yard

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Combined Aggregate Grading for Concrete)

502.03 Materials Add the following:

Combined Aggregate Grading for Concrete	**703.03**

502.1701 Quality Control, Method A and B Amend the paragraph before Table 4 as follows:

The Contractor shall maintain records of all QC tests and calculations. The gradation test data and results shall be reported to the Department before the placement they represent. The Contractor or supplier shall retain split samples of the most recent QC gradations for possible ~~Verification~~ testing by the Department. In addition, the Department will sample the aggregates at the plant monthly to determine ~~specification~~ **compliance with 703.03 Combined Aggregate Grading for Concrete. The Combined Aggregate Grading will be calculated by mathematically blending the individual aggregate gradations using the batch percentages from the approved mix design.** If the Department's gradation tests determine that the aggregate does not meet the specified gradation limits, corrective action shall be required before additional concrete may be supplied to the project. The compressive strength test results shall be reported to the Department by 10:00 A.M. of the first working day following the test. All QC test data shall be signed by the person who performed the test. The Contractor shall record all onsite QC test data and calculations at the time of the placement and present this information, on a form acceptable to the Department, to the Department by 10:00 A.M. of the first working day following the concrete placement. All Method A and B QC testing shall meet the minimum requirements found in Table 4.

SPECIAL PROVISION
SECTION 703
AGGREGATES
(Combined Aggregate Grading for Concrete)

SECTION 703 – AGGREGATES Add the following:

703.03 Combined Aggregate Grading for Concrete **The combined gradation of the fine and coarse aggregates when mathematically blended using the mix design percentages 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	¾ inch	1½ inch	½ inch
2 inch			100	
1½ inch	100		95-100	
1 inch	95-100	100	85-100	
¾ inch	90-100	93 - 100	55-90	100
½ inch	55-78	60 - 90	45-75	90-100
⅜ inch	40-65	50 - 75	40-65	55-85
No. 4	35-50	35 - 50	35-55	30-60
No. 8	28-45	30 - 47	25-50	25-55
No. 16	18-35	19 - 37	15-40	18-50
No. 30	9-25	10 - 26	7-25	8-30
No. 50	4-14	4 - 14	3-14	3-15
No. 100	0-5	1 - 6	0-5	0-6
No. 200	0–3.0*	0 – 3.0*	0-3.0*	0 – 3.0*

***The percent passing the No. 200 sieve shall not exceed 5.0 percent for any fine aggregate. The percent passing the No. 200 sieve shall not exceed 1.5 percent for any single coarse aggregate.**

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Hydration Stabilizing Admixture)

502.07 Mixing and Delivery Replace the last sentence in paragraph "A" with the following:

"**An approved hydration stabilizing admixture may be used to increase the discharge time. Justification for the need for a hydration stabilizing admixture shall be provided in the QC Plan. When a hydration stabilizing admixture is used, the manufacturer, dosage rate and discharge time, from the time cement is added to the aggregate, shall be documented in the approved QC Plan. The proposed discharge time(s) shall be based on the manufacturer's written recommendations, the anticipated concrete temperatures and anticipated ambient conditions at the time of placement(s). Discharge time(s) shall be adjusted when conditions change or are not as anticipated as outlined in the approved QC Plan. The discharge time(s) approved by the Department shall be subject to change at any time, and discharge of concrete into the permanent Work shall cease immediately if the concrete is determined to have attained Accelerated Hydration Gain. Accelerated Hydration Gain being the condition where the fresh concrete has hydrated to the point where the workability and finishability is detrimental to the quality of the final product. Determination of when concrete has attained Accelerated Hydration Gain shall be made by the Contractor's Quality Control Technician(s) and shall be based on parameters proposed by the Contractor in the QC Plan, such as, but not limited to, loss of slump, plasticity, or workability, an increase in concrete temperature, or a change in the percentage of entrained air.**"

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

Revise "F" to read: "Mix and Transportation, including Time from Batching to Completion of Delivery**, as well as manufacturer, product name, proposed dosage(s) and discharge time(s) if a hydration stabilizing admixture is used.**"

Revise "H" to read: "Process QC Testing**, including monitoring for attainment of Accelerated Hydration Gain when a hydration stabilizing admixture is used.**"

502.1702 Quality Control, Method C Revise to read:

"The Contractor shall submit a QCP listing the mix design(s) to be used, the name and location of the production facility, a brief description of the placement and curing process and the name and qualifications of any QCT to be used. **When a hydration stabilizing admixture is proposed for use, the manufacturer, product name, dosage rate and discharge time, from the time cement is added to the aggregate, shall be included, as well as procedures for monitoring attainment of Accelerated Hydration Gain.** A QCT will be required. The Contractor shall provide a Certificate of Compliance for each truckload of concrete to the Department at the time of the load placement."

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Concrete Form Liners)

Description. This work shall consist of supplying and installing patterned concrete form liners in accordance with the plans and this specification.

Materials. Patterned concrete form liners shall create similar shapes and textures identified below from Fitzgerald Form Liners, Inc., 1500 East Chestnut Ave, Santa Ana, CA 92701, Tel: 1-800-547-7760 or 1-714-547-6710, or approved equal.

The concrete form liners to be used on the abutments, piers, and retaining wall shall create a look like the Long Island Ashlar pattern 16997.

The concrete form liners to be used on the interior face of the bridge barrier arched inset panels shall create a look like the Used Brick pattern 16947.

Seam lines or match lines caused from two or more form liners coming together shall not be apparent when viewing the final wall.

Submittals. The Contractor is required to submit 4'x4' sample panels of each pattern concrete form liners. The samples need to demonstrate the finish described above. Approval of the sample panels are required by the Resident prior to using the patterns on the actual concrete structures.

Construction Requirements. The Contractor shall follow the form liner manufacturer's recommendations for installation and removal of the forms. Minimum concrete cover for steel reinforcement must be maintained as specified on the Plans. Any damaged areas shall be repaired to provide a uniform appearance over the entire surface.

Method of Measurement. Concrete form liners will not be measured separately for payment but will be considered incidental to the Contract.

SPECIAL PROVISION
SECTION 504
Structural Steel
(Bridge Steel Erection)

Section 504.40 Plans: Add the following paragraph:

The Contractor shall submit a steel erection plan and computations to the Department for review. The steel erection plan and computations shall be stamped by a Professional Engineer licensed in the State of Maine. The steel erection plan is considered a Working Drawing. Review by the Department shall not relieve the Contractor of responsibility for the safety of the method, equipment, or from carrying out the work in accordance with the Plans and Specifications. Do not erect any structural steel until the Department has reviewed and returned the plan.

SPECIAL PROVISION
SECTION 507
RAILINGS
(Ornamental Steel Bridge Railing)

All work shall conform to Standard Specification Section 507, Railings, except as amended herein.

507.02 MATERIALS. Add the following paragraphs:

Rail bars shall meet the requirements of ASTM A500, Grade B/C. Rail posts shall be fabricated from structural steel meeting the requirements of ASTM A572/A572M, Grade 50. All other shapes and plates shall meet the requirements of ASTM A572/A572M, Grade 50.

Anchor rods, washers & nuts shall meet the requirements of ASTM F1554, Grade 105.

Concrete anchor plates shall meet the requirements of ASTM A36 and shall not be painted or galvanized.

Structural tubing shall meet the longitudinal CVN minimum requirements of 20 N*m at 18 degrees Celsius or proportional values of sub-size specimens. Testing shall be in accordance with ASTM A673. The H frequency shall be used and the material shall be as-rolled.

507.05 Steel Bridge Railing. Add the following paragraphs:

Ornamental Steel Bridge Railing rail bars, posts, base plates, and hardware shall be hot-dip galvanized in accordance with Section 506, Shop Applied Protective Coating – Steel, and top coated with Colorgalv Plus or approved equal. The top coat shall be black in color.

Hardware shall be hot-dip galvanized in accordance with Section 506, Shop Applied Protective Coating – Steel and shall be field-painted black after installation with 2-coats of color-matched paint.

METHOD OF MEASUREMENT. Add the following paragraph:

Ornamental Steel Bridge Railing will be measured as one lump sum unit; erected and accepted, in accordance with the dimensions shown on the Plans or as directed by the Engineer.

BASIS OF PAYMENT. Add the following paragraphs:

The accepted Ornamental Steel Bridge Railing will be paid for at the contract lump sum price, complete in place. Payment will be full compensation for all labor, material and equipment required to complete the work, including, but not limited to, coating and cleaning materials, staging or accessing, testing, surface preparation, cleaning, application, curing and repairs, including field repairs.

Payment will be made under:

Pay Item		Pay Unit
507.08311	Ornamental Steel Bridge Railing, 4 Bar, with Pales	Lump Sum

SPECIAL PROVISION
SECTION 507 – RAILINGS
(Aluminum Pipe Hand Railing)

Amend the Standard Specifications as follows:

507.02 Materials. All material furnished by the Contractor shall be new.

a. The Railing System shall be aluminum alloy tubing 6063-T6 and comply with ASTM B210.

b. Aluminum Extrusions. Aluminum material for railing accessories shall be cast from ANSI 713 alloy.

c. Rails. Railings to be 1.5 inches in diameter with a minimum wall thickness of 0.125 inch.

d. Posts. Posts shall be 2.5 inches in diameter with a minimum wall thickness of 0.125 inch.

e. Fasteners. All fasteners shall be stainless steel with inert washers or separators to prevent galvanic reaction with aluminum railing components.

f. Accessories. Aluminum bracket castings shall be used for railing attachments as indicated.

g. Coating. Railing system shall be black anodized in accordance with ASTM B580.

h. Grout. Grout for setting hand rails shall be non-metallic, non-shrink selected from MDOT Qualified Products List.

507.03 Drawings. In addition to submitting the drawings, the Contractor shall submit product samples for materials and finish, manufacturer's specifications, product data and installation instructions for all items furnished. Fabricator shall submit WPS and QCM to MaineDOT Fabrication for review. Fabrication shall provide all notice of fabrication and QA inspector office as specified in Standard Specification 504: Structural Steel.

507.07a Aluminum Pipe Hand Railing. All requirements of subsection 507.07 Aluminum Bridge Railing shall be followed. All welds shall be ground smooth.

507.08 Method of Measurement. Aluminum Pipe Hand Railing will be measured by the linear foot, complete, in place, and accepted. Measurement will be along the gradient of the railing to the pay limits defined on the plans for each continuous run of railing.

507.09 Basis of Payment. The accepted quantity of Aluminum Pipe Hand Railing will be paid for at the Contract unit price per lump sum, which shall be full compensation for fabrication, installation, furnishing all materials, labor, equipment, coring and grouting, and incidentals necessary to complete the work indicated on the plans and as called for in the contract. Clean-up and any other fence related items shall be incidental to the Aluminum Pipe Hand Railing.

Payment will be made under:

Pay Item		Pay Unit
507.0843	Aluminum Pipe Hand Railing	Lump Sum

SPECIAL PROVISION
SECTION 507 – RAILINGS
(Barrier-Mounted Aluminum Pedestrian Railing)

All work shall conform to Standard Specification Section 507, Railings, except as amended herein.

507.01 Description. Add "Barrier-Mounted Aluminum Pedestrian Railing" after "barrier mounted bridge rail" in the first sentence.

507.03 General. Add the following paragraph:

The Aluminum Pedestrian Railing shall be top coated with a TGIC polyester powder-coat finish or approved equal. The polyester powder coat finish shall have a cured film thickness of at least 2.0 mils. The Aluminum Pedestrian Railing top coat shall be colored black and any screw heads shall be painted to match the color. The coating shall be applied after fabrication of the railing. All Coatings shall be performed in accordance with the applicable sections of Standard Specification of Standard Specification 506 Shop Applied Protective Coating-Steel. Fabricator shall submit WPS and QCM to MaineDOT Fabrication for review. Fabrication shall provide all notice of fabrication and QA inspector office as specified in Standard Specification 504: Structural Steel.

507.09 Basis of Payment

Add the following:

Payment will be made under:

Pay Item		Pay Unit
507.08491	Barrier-Mounted Aluminum Pedestrian Railing	Lump Sum

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS
(Special Detour, Pedestrian Traffic Only)

This section has been amended as follows:

510.01 Description

Add the following sentence:

Work shall conform to the Standard Specifications and the Contract plans.

510.02 Materials

Replace paragraph with the following:

Materials used for the Pedestrian Detour shall conform to the Standard Specifications and the Contract plans.

510.03 Vehicular and Pedestrian Traffic Not Separated

Delete the second, third, fourth, and fifth paragraphs.

510.032 Geometric and Approach Design

a. Horizontal Alignment

Delete second and third paragraph

510.04 Pedestrian Traffic Only

Add the following to this subsection:

e. Where vehicles and pedestrians are adjacent to each other, each shall have its own lane as specified. The pedestrian lane shall be protected from vehicular traffic by being at least 9 inches above the roadway surface or suitably protected by means of an adequate curb at least 7 inches in height above the roadway surface. No rail will be required between vehicle and pedestrian traffic.

510.06 Special Detour Construction

Replace the first paragraph with the following:

The Special Detour, including temporary structures and approaches, shall be constructed in accordance with the plan and specifications in the Contract. Barricades, warning signs, lights shall be provided through related Contract Items.

Delete second and third paragraphs.

510.09 Basis of Payment

Replace the first and second paragraphs with the following:

The accepted Special Detour, Pedestrian Traffic Only will be paid for at the Contract lump sum price which price shall be full compensation for maintenance and complete removal. Payment will be made as follows: 60 percent of the lump sum price will be paid when the Special Detour is acceptable and open to traffic; another 20 percent of the lump sum price will be paid when the Special Detour is no longer needed and is closed to traffic; the final 20 percent of the lump sum price will be paid when the Special Detour is removed.

Rectangular rapid flashing beacon, curb, detectable warning fields, temporary pavement markings, remove and reset guardrail, signs, removing pavement markings, temporary concrete barrier, Pedestrian APS assembly, pavement, subbase, excavation, fill, , erosion control blanket, and temporary erosion control will be paid for in accordance with the applicable Contract items.

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Roadway Support During Construction)

524.01 Description

The following sentence is added:

This work shall consist of designing, fabricating, erecting, maintaining and dismantling Temporary Structural Support for the purpose of supporting the roadway during the excavation and construction of the Abutments.

524.03 Design

The following sentence is added:

The design for the Temporary Structural Support shall be submitted to the Resident at least two weeks prior to construction.

Basis of Payment

The Temporary Structural Support will be paid for at the Contract unit price one Lump sum which shall be full compensation for all materials, equipment, labor, and incidentals necessary for the design, erection, maintenance, dismantling and removal of such support in accordance with these specifications.

Payments will be made under:

Pay Item	Pay Unit
524.301 Temporary Structural Support	LS

SPECIAL PROVISION
SECTION 525 – GRANITE MASONRY
(Granite Benches)

All work shall conform to Standard Specification Section 525, Granite Masonry, except as amended herein.

525.01 Description. This work also includes furnishing all labor, materials, equipment and incidentals for cutting, finishing, loading, transporting and installing Granite Benches as shown on the Plans and in accordance with this special provision or as directed by the Resident or designated Landscape Architect.

525.02 Materials. Granite benches shall conform to the dimensions shown on the Plans. Granite shall be as follows, or approved equal:

> Chelmsford (gray); available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)

Grout used to anchor the stainless steel dowels shall be non-shrink grout included on the MaineDOT Qualified Product List (QPL) and approved by the Resident.

1. Dowels shall conform to ASTM A276 Type 304 stainless steel. and in accordance with Section 709.01.

525.03 General. The granite shall be finished as noted on the Drawings. All edges shall be made relatively smooth to touch with standard blunt treatment, approximately 1/16" chamfer on all exposed edges or with a ½" radius where indicated.

The gray linear grain of the Chelmsford architectural pieces shall be oriented parallel to the direction of the face and top surfaces during fabrication including radius seating block pieces of the amphitheater.

The Contractor shall submit for review all product data and manufacturer specifications, and samples for all items furnished.

The Contractor shall take care to minimize scraping and damage to Granite Benches during loading, transport, delivery and stockpiling, and installation. Damaged benches shall be rejected and new benches shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Benches shall be installed to the height shown on the plans.

525.09 Method of Measurement. Granite Benches will be measured for payment by each unit satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

525.10 Basis of Payment. Granite Benches will be paid for at the contract unit price each complete in place and accepted. Payment shall include all materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, final placement of Granite Benches, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
525.75	Granite Bench (Type A seating)	Each
525.75	Granite Bench (Type B)	Each
525.75	Granite Bench (Type B1)	Each
525.75	Granite Bench (Type C - amphitheater)	Each

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Permanent Concrete Barrier, Special)

Amend 526.01 Description

Permanent Concrete Barrier, Special Vertical face bridge rail barrier with inset panels as shown on the plans.

Amend 526.03 Construction Requirements,

Add the following sentence to the first paragraph: "Permanent Concrete Barrier, Special shall be formed by the cast-in-place method."

Add the following sentence to the second paragraph: "Rubbed finish is required for the smooth surfaces only and not the inset panel locations of the Permanent Concrete Barrier, Special."

Amend 526.04 Method of Measurement

Add the following at the end of the first paragraph: "Permanent Concrete Barrier, Special will be measured by the lump sum complete in place. "

Amend 526.05 Basis of Payment

Add the following paragraph: "The accepted quantity of Permanent Concrete Barrier, Special will be paid for at the contract unit price per lump sum, complete in place. Such payment shall be full compensation for furnishing all material, assembling and all incidentals necessary to complete the work. The bid price shall include payment for barrier reinforcing steel."

Payment will be made under:

Pay Item		Pay Unit
526.341	Permanent Concrete Barrier, Special	Lump Sum

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 be one of the approved products listed on the MaineDOT Qualified Products List.

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.

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:

	Pay Item	Pay Unit
530.30	GFRP, Reinforcement Bars, Fabricated & Delivered	Linear Foot
530.31	GFRP, Reinforcement Bars, Placing	Linear Foot

November 7, 2019

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 604
MANHOLES, INLETS, AND CATCH BASINS
(Utility Vault)

Section 604 of the Standard Specifications is amended by the addition of the following:

Description:

This work shall consist of installing utility vaults at locations shown on the Plans.

The proposed vaults shall be a standard precast with inside dimensions as shown on the Plans. Unless otherwise shown on the Plans, the vaults shall have plastic duct terminators installed in the ends. See Plans for blockout requirements for the two vaults.

Four (4) standard cable pulling eyes shall be installed in each vault, one at each wall.

Vaults shall be precast concrete, 2-piece construction with slab and adjacent wall sections monolithic. A 30" diameter manhole access opening and 12" square x 4" deep closed plastic sump shall be provided.

Comcast will provide 30" diameter anti-skid manhole covers with frames for each Comcast vault (see details). The Contractor shall install the manhole covers and frames, and adjust to finish grade with precast collar extension rings or brick and mortar as required.

Drawings:

Prepare shop drawings in accordance with Standard Specification Section 105.7, Working Drawings. The Department and Comcast shall review the drawings in accordance with the applicable requirements of Section 105.7, Working Drawings.

Design Requirements:

The Contractor shall design the utility vaults in accordance with the AASHTO LRFD Bridge Design Specifications, latest edition. The HL-93 live load specified in the AASHTO LRFD Bridge Design Specifications shall be used for all limit states, except for Strength I. The live load used for the Strength I limit state shall be the Maine Modified live load, which consists of the standard HL-93 Live Load with a 25 percent increase in the Design Truck only. (Wheel loads based on the Design Truck shall be increased 25 percent).

Materials:

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.

Method of Measurement:

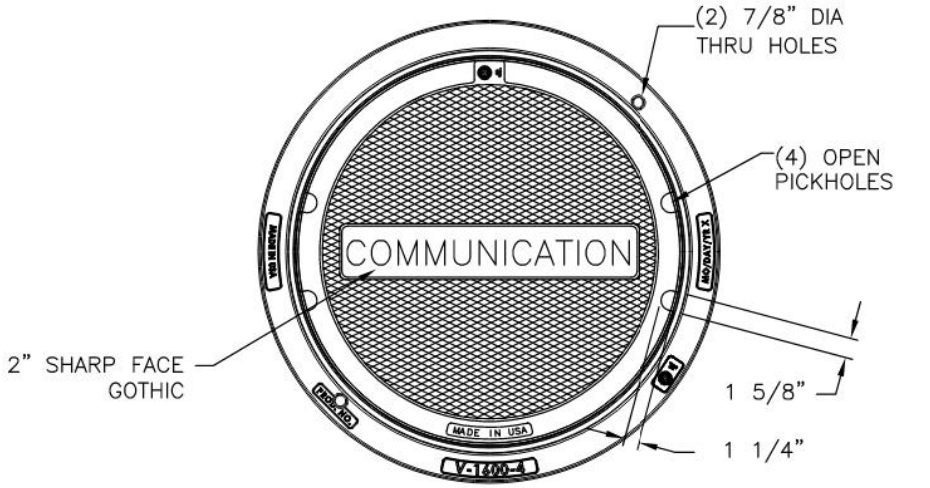
Utility Vaults will be measured by each unit, complete, in-place and accepted.

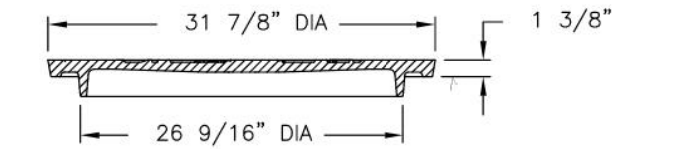
Basis of Payment:

The Utility Vaults will be paid for at the Contract unit price per each in place and accepted. This payment shall be full compensation for designing, preparing shop drawings, furnishing and installing the utility vault including the precast vault sections, racking, ladders, excavation and backfill and any other material, labor, equipment, and incidentals necessary to complete the work.

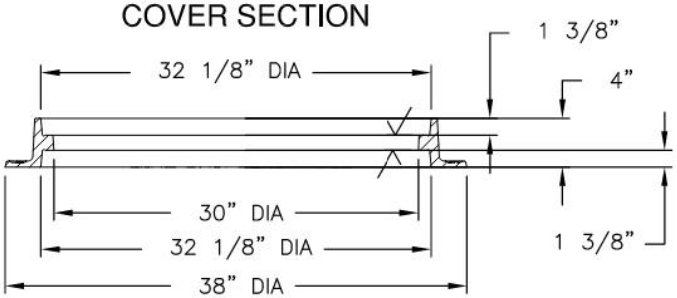
Pay Item	Description	Pay Unit
604.158	Utility Vault (GWI, Comcast & FirstLight)	Each
604.158	Utility Vault (CMP)	Each

V1600-4 1810 A4 Assembly





COVER SECTION



FRAME SECTION

Product Number
00180983A01

Design Features
-Materials
Frame
Gray Iron (CL35B)
Cover
Gray Iron (CL35B)

-Design Load
Heavy Duty
-Open Area
n/a
-Coating
Undipped
-√ Designates Machined Surface

Certification
-
-ASTM A48
-
-Country of Origin: USA

Major Components
41600410
00180983

Drawing Revision
6/7/2017 Designer: MAH
Revised By:

Disclaimer
Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact
800 626 4653
ejco.com

SPECIAL PROVISION
SECTION 604
MANHOLES, INLETS, AND CATCH BASINS
(Special Drain)

Description.
This work shall consist of furnishing and installing Special Drains in accordance with the plans and this specification. This work shall also consist of fabricating, delivering, and installing the FRP drainpipe.

Materials.

The Special Drain shall be a ZURN Z154-DT deck drain or an approved equal.

The drainpipe shall be a 6 inch diameter FRP drain pipe securely attached to the Special Drain and extended to drain through the retaining wall as shown on the plans or as directed by the Resident. The FRP drainpipe shall be fabricated in accordance with the Special Provision Section 502 FRP Bridge Drains.

Method of Measurement.

Special Drains will be measured by the number of units successfully installed and approved by the Resident.

Basis of Payment.

Special Drains will be paid for at the contract unit price for each Special Drain successfully installed. Such payment will include compensation for the fabrication, delivery, and installation, including the FRP drainpipe and all work, materials, and incidentals to complete this work in accordance with the Contract Plans and this specification.

Payment will be under:

Pay Item		Pay Unit
604.74	Special Drain	Each

SPECIAL PROVISION
SECTION 607
FENCES
(Chain Link Fence)

The following is added to the respective subsections:

607.02 Materials.

Heavy duty latching mechanism that can be secured closed on all chain link fence gates. Heavy duty weather-proof padlock with 2 keys for all chain link fence gates. The key opening on the padlock shall have a weather proof cover. The keys shall be turned over to the Resident before the bridge is open to traffic.

607.06 Method of Measurement. Chain Link Fence Gate will be measured by the unit specified as each, accepted in place.

607.07 Basis of Payment. Chain Link Fence Gate will be paid for at the contract unit price for each unit complete in place. Payment shall be full compensation for all work including all incidentals to fabricate, deliver and install the gate. Payment will include bracing assemblies and locking mechanisms. There will be no separate payment for gate posts.

Payment will be made under:

Pay Item		Pay Unit
607.19	Chain Link Fence – 8 Foot	Linear Foot
607.2323	Chain Link Fence Gate 6'x8' Opening	Each

SPECIAL PROVISION
SECTION 607
FENCES
(Remove Chain Link Fence)

Description: This work shall include the complete removal and proper disposal of the existing Chain Link Fence including all barways, gates, bracing assemblies, and foundations. All holes left from removal of the existing fence and foundations shall be backfilled with common borrow.

Method of Measurement: Remove Chain Link Fence will be measured by the linear foot. Measurement will be along the gradient of the fence from outside to outside of end posts for each continuous run of fence and shall include fence at bracing assemblies.

Basis of Payment: The accepted quantities for Remove Chain Link Fence will be paid for at the contract unit price per linear foot. Payment shall be full compensation for removing all materials, barways, gates, bracing assemblies, foundations, for excavating and backfilling holes, hauling and proper disposal, and for all labor, equipment and incidentals necessary to complete the work.

Pay Item		Pay Unit
607.243	Remove Chain Link Fence	LF

SPECIAL PROVISION
SECTION 607
FENCES
(Pedestrian Fence)

Description. This work shall consist of furnishing and installing new aluminum fencing including all accessories in accordance with these specifications, project documents, or as directed by the Resident Engineer.

Materials. All material furnished by the Contractor shall be new.

a. The Fencing System shall be aluminum, **Echelon II®** Heavy Industrial Aluminum Ornamental Fence System – Internally Secured, colored Black, 36 inches high with four (4) rails as manufactured by Ameristar Fence Products, Inc., Tulsa, Oklahoma, or equal as approved by the Resident Engineer.

b. Aluminum Extrusions. Aluminum material for fence framework shall conform to the requirements of ASTM B221. The aluminum extrusions for post and rails shall be Alloy and Temper Designation 6005-T5 with minimum yield strength of 35,000 psi. Aluminum extrusions for pickets shall be Alloy and Temper designation 6063-T52 with a minimum yield strength of 25,000 psi.

c. Framing. Posts shall be 3 inches square with a perimeter wall thickness of 0.080 inch and an interior reinforcing web thickness of 0.075 inch. The cross-sectional shape of the rails shall have outside cross-section dimensions of 1.75 inch square. The top wall and internal web of the rail shall be 0.070 inch thick; the sidewalls shall be 0.070 inch thick.

d. Pickets. Pickets shall be 1 inch square x 0.062 inch thick extruded tubing

e. Fasteners. Bracket to rail attachments shall be made using specially designed one-way tamperproof security nuts with carriage bolt. Bracket to post connections shall be made using self-drilling hex-head screws.

f. Accessories. Aluminum castings shall be used for all rings, post caps, finials, and miscellaneous adornments.

g. Coating. Fence materials shall be top coated using a thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm) or approved equal. The color shall be Black.

Aluminum Fence Fabrication. The fence height shall be 36 inches at all locations.

a. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

b. The rail inner slide shall be fully inserted into the rail outer channel to form the raceway for the internal retaining rod. Grommets shall be inserted into the pre-punched holes in the rails, and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal raceway of the rails. (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each rail so that they pass

through the pre-drilled holes in each picket, thus completing the panel assembly.

c. Completed panels shall be capable of supporting a 300 lb. load (applied at midspan) without permanent deformation. Panels shall be biasable to a 25% change in grade.

Submittals. The Contractor shall submit a detailed fence construction plan for each different location. Plans shall clearly show grade changes and connections to concrete walls and posts where applicable. No portion of the work shall commence until the Department has approved the submittal.

The Contractor shall submit product samples for materials and finish, manufacturer's specifications, product data and installation instructions for all items furnished. No portion of the work shall commence until the Department has approved the submittal.

Construction. Fences shall be erected in accordance with the manufacturer's recommendations and as shown on the plans. The grade of the fence shall be approximately parallel with the grade of the ground.

Method of Measurement. Pedestrian Fence will be measured by the linear foot, complete, in place, and accepted. Measurement will be along the gradient of the fence from outside of end post to outside of end post for each continuous run of fence.

Basis of Payment. The accepted quantity of Pedestrian Fence will be paid for at the Contract unit price per linear foot, which shall be full compensation for fabrication, installation, foundations, furnishing all materials, labor, equipment, and incidentals necessary to complete the work indicated on the plans and as called for in the contract. Clean-up and any other fence related items shall be incidental to the Pedestrian Fence.

Payment will be made under:

Pay Item		Pay Unit
607.39	Pedestrian Fence	Linear Foot

SPECIAL PROVISION
SECTION 608 – SIDEWALKS
(Granite Pavers with Concrete Base)

Description The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for cutting, finishing, loading, transporting and installing Granite Pavers with Concrete Base as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials

1. Granite pavers shall conform to the dimensions shown on the Plans and shall be as follows, or approved equal:

   Paver Type 1: Chelmsford (gray); available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)

   Paver Type 2: Englishman's Bay (pink); available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)

   The gray linear grain of the Chelmsford pavers shall be parallel to the long direction of the stripe in the pattern during fabrication.

   The granite shall be sawcut on all sides and the tops (wearing surface) thermally finished.

2. Portland cement concrete shall be Class A and meet the requirements of Section 502, Structural Concrete.
3. Reinforcing shall be plain steel meeting the requirements of Section 503 Reinforcing Steel.
4. Joint filler compound shall be a polymeric sand mix, ASTM C144 gradation; Gator MAXX Sand by Alliance Designer Products, Inc.; 225 Boulevard Bellerose West, Laval, Quebec H7L 6A1 (www.alliancegator.com), or approved equal.
5. Setting bed sand shall be sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33/C 33M for fine aggregate.

Submittals The Contractor shall submit for review all product data and manufacturer specifications, and samples for all items furnished.

Installation The Contractor shall take care to minimize scraping and damage to Granite pavers during loading, transport, delivery and stockpiling, and installation. Damaged pavers shall be rejected and new pavers shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Pavers shall be installed in patterns as shown on the plans.

1. Concrete base shall be placed in accordance with plans and specifications to levels and

grades indicated to achieve final finished elevations.

2. Concrete shall be float finished to allow use of depth control spacers to accurately place paver setting bed.
3. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
4. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.
5. Place paver setting bed in sufficient loose depth to achieve design thickness when compacted, taking care that moisture content remains constant and density is loose and constant until pavers are set and compacted.
6. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.
7. Pavers are to be settled in place by hand using rubber mallets or similar means to compact the setting bed. Vibratory plate compactors shall not be used. Compact under the following conditions:
    a. After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
    b. Before ending each day's work, fully compact installed concrete pavers to within 36 inches of the laying face. Cover open layers with nonstaining plastic sheets overlapped 48 inches on each side of the laying face to protect it from rain.
8. Apply polymeric sand joint filler in accordance with manufacturer recommendations.
9. Do not allow traffic on installed pavers until sand has been fully swept into joints.
10. Repeat joint-filling process within 30 days as required.
11. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
12. Cleaning: Remove excess joint sand from paver surfaces.

Method of Measurement Granite Pavers will be measured for payment by the square yard satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment Granite pavers will be paid for at the contract unit price per square yard complete in place and accepted. Payment shall include all granite pavers, concrete base with reinforcing, sand/cement setting bed, polymeric sand joint filler, and equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, final placement of Granite pavers, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
608.282	Granite Pavers with Concrete Base	Square Yard

SPECIAL PROVISION
SECTION 609
CURB
(Terminal Curb Type 1)

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

Pay Item		Pay Unit
609.221	Terminal Curb Type 1	Linear Foot
609.222	Terminal Curb Type 1 – Circular	Linear Foot

SPECIAL PROVISION
SECTION 609
CURB
(Curbing - Removed and Stacked)

Description. This work shall consist of removing, transporting to the MaineDOT Maintenance Yard in Topsham, unloading and stacking existing granite curbing.

All existing granite curbing shall be removed and reset, where possible. However, this work shall consist of removing, delivering, and stacking any existing excess granite curbing that cannot be reused due to its condition, geometric constraints, or otherwise determined by the Resident.

CONSTRUCTION REQUIREMENTS

Removal. The granite curbing designated to be removed and stacked shall be carefully lifted from its position, transported, temporarily stored if necessary, unloaded and stacked as approved by the Resident.

Stacking. The stacking area shall be designated by the Resident. The Contractor shall coordinate stacking area and date of delivery a minimum of ten (10) working days prior to delivery. The curbing shall be carefully and neatly stacked at the stacking area as directed by the Resident. Curbing which is considered unfit for reuse, as determined by Resident, shall be disposed of by the Contractor at his own expense.

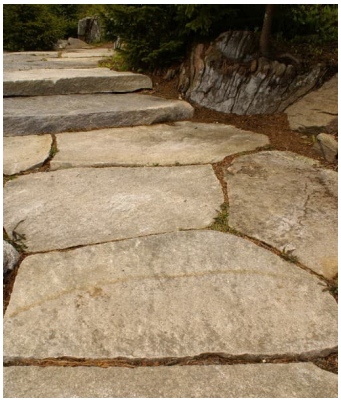
Basis of Payment. Curbing, removed and stacked, will be paid by the linear foot which will be full compensation for all labor, equipment, transporting, unloading, stacking and any incidentals needed to complete the item.

Payment will be made under:

Pay Item		Pay Unit
609.441	Curbing - Removed and Stacked	Linear Foot

SPECIAL PROVISION
SECTION 610
(Amphitheater Stone Paving)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for cutting, finishing, loading, transporting and installing Stone Paving as shown on the Plans or as directed by the Resident or designated Landscape Architect.



Materials:

1. Flagstone pavers shall conform to the thickness shown on the Plans with size no smaller than 18 inches in any direction. Flagstone shall be naturally occurring granite cleft material that is durable, of consistent color and appearance and free from discoloration and defect.
2. Flagstone pavers shall be the following, or approved equal:

   Oak Hill Flagstone Full Range; available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)
3. Flagstone pavers shall be a uniform blend of various irregular shaped pieces (18' x18", 2'x2', 2'x3', and 3'x'3) fitted according to plans. Final color selection, lighter, grayer and more pink shall be preferred.
4. Setting bed sand shall be sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33/C 33M for fine aggregate.
5. Joint filler compound shall be a polymeric sand mix, ASTM C144 gradation; Gator MAXX Sand by Alliance Designer Products, Inc.; 225 Boulevard Bellerose West, Laval, Quebec H7L 6A1 (www.alliancegator.com), or approved equal.

Submittals: The Contractor shall submit for review all product data and manufacturer specifications, and samples for all items furnished. The Contractor shall submit a 6'x6' sample of pattern and color range for approval by the Resident Engineer and Project landscape Architect prior to delivery of materials for construction.

Installation: The Contractor shall take care to minimize scraping and damage to Flagstone pavers

during loading, transport, delivery and stockpiling, and installation. Damaged pavers shall be rejected and new pavers shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Flagstone pavers shall be installed in patterns as shown on the plans.

1. Subgrade surface shall be graded and compacted and aggregate base placed and compacted in accordance with plans and specifications to levels and grades indicated to achieve final finished elevations.
2. Place paver setting bed in sufficient loose depth to achieve design thickness when compacted, taking care that moisture content remains constant and density is loose and constant until pavers are set and compacted.
3. Set pavers with a maximum joint width of 1/2 inch being careful not to disturb leveling base.
4. Pavers are to be settled in place by hand using rubber mallets or similar means to compact the setting bed. Vibratory plate compactors shall not be used. Compact under the following conditions:
    a. After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
    b. Before ending each day's work, fully compact installed concrete pavers to within 36 inches of the laying face. Cover open layers with nonstaining plastic sheets overlapped 48 inches on each side of the laying face to protect it from rain.
5. Apply polymeric sand joint filler in accordance with manufacturer recommendations.
6. Do not allow traffic on installed pavers until sand has been fully filled into joints.
7. Repeat joint-filling process within 30 days as required.
8. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
9. Cleaning: Remove excess joint sand from paver surfaces.

Method of Measurement: Amphitheater Stone Paving will be measured for payment by the square foot satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment: Amphitheater Stone Paving will be paid for at the contract unit price per square foot complete in place and accepted. Payment shall include all materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, final placement of Stone Paving, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
610.35	Amphitheater Stone Paving	Square Foot

SPECIAL PROVISION
SECTION 610 – STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION
(River Stone)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for procuring, loading, transporting and installing River Stone as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials: River Stone shall be rounded, naturally occurring, hard durable stones ranging from 2 inches to 3 inches in diameter, and shall be typical of glacial/riverine deposited stone found in Maine. Stone shall be washed and free from foreign matter.

Submittals: A one-gallon container sample of River Stone with source data shall be submitted for approval at least 3 weeks prior to installation. River Stone shall not be placed until approved.

Installation: The Contractor shall install River Stone in locations and depths as shown on the plans.

Method of Measurement: River Stone will be measured for payment in place by the cubic yard satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment: River Stone will be paid for at the contract unit price per cubic yard complete in place and accepted. Payment shall include all materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, and final placement of River Stone, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
610.21	River Stone	Cubic Yard

SPECIAL PROVISION
SECTION 610 – STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION
(Granite Natural Boulders)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for procuring, loading, transporting and installing Natural Boulders as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials: Natural Boulders shall be rounded, naturally occurring granitic stones ranging from 2 to 4 feet in diameter, and shall be typical of glacially deposited boulders found in Maine. Boulders shall be hand-selected by the designated Landscape Architect from approved sources. The Contractor shall provide access for the Landscape Architect to select the boulders and give them at least a 7-day notice to select.

Installation: The Contractor shall take care to minimize scraping and damage to Natural Boulders during loading, transport, delivery and stockpiling, and installation. Damaged or marred boulders shall be rejected and new boulders shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Boulders shall be installed in the quantities and arrangement shown on the plans subject to the approval of the Resident or designated Landscape Architect.

Method of Measurement: Natural Boulders will be measured for payment by each unit satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment: Natural Boulders will be paid for at the contract unit price each complete in place and accepted. Payment shall include all materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, and final placement of Natural Boulders, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
610.61	Natural Boulders	Each

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

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

The contractor shall follow ***Standard Specifications*** Rev. March, 2020 for landscape materials and installation procedures (sec. 621).
The Resident Engineer or ***MaineDOT*** Landscape Architect or designee will be available to inspect plant materials and inspect planting at that time. This list anticipates project needs and requirements but should be verified with the Resident Engineer or Landscape Architect prior to scheduling and planting prior to completion of the project.
Per Section 104.5.10 a Two-Year Warranty Bond will be required for the full value of planting.

PLANT MATERIALS LIST

ITEM	Description	Ea.	Quant.	Total
621.129	Small Deciduous Trees 6' – 8' Multistem Group A	Ea		10
	Amelanchier laevis (Serviceberry)		10	
621.269	Large Decid. Trees 1 3/4" – 2" cal. 10'-12' Group C B&B Multi Stem min 3 stem Clump Select	Ea		6
	Betula nigra 'Heritage' ('Heritage River Birch')		6	
621.285	Large Deciduous Trees 3" – 3 ½" Group A B&B	Ea		9
	Ulmus x. 'Patriot' ('Patriot' Elm') Matched		9	
621.389	Evergreen Shrubs 15"- 18" Container Group A			203
	Arctostaphylos uva ursi (Bearberry)		203	
621.395	Evergreen Shrubs 18"- 24" Container Group A			129
	Juniperus chinensis 'Sargenti' (Sargent Juniper)	Ea	129	
621.546	Deciduous Shrubs 2'- 3' Container Group A			98
	Comptonia peregrina (Sweet Fern)		98	
621.552	Deciduous Shrubs 3'- 4' Container Group A			33
	Ilex verticillata (Winterberry) 1 staminate/4 pistillate		5	
	Rhus aromatica 'LowGro ' (Aromatic Sumac)		14	
	Viburnum carlessii (Korean Spice Viburnum)		14	
621.71	Herbaceous Perennials 1 Gal Container Group A	Ea		756
	Athyrium fexix-femina (Lady Fern)		24	
	Hemerocallis 'Happy Returns' (Yellow Daylily)		48	
	Osmunda cinnamomea (Cinnamon Fern)		36	
	Panicum 'Hanse Herms' (Switch Grass)		110	
	Schizachyrium scoparium 'The Blues' Little Blue Stem		538	
621.80	Establishment Period Two-Year Establishment Period			1
	Warrantee Bond Two Year Establishment Period		LS	

SPECIAL PROVISION
SECTION 621
(Metal Landscape Edging)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for installing Metal Landscape Edging as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials

1. Metal Landscape Edging shall be 3/16 inch X 4 inch steel with 12 inch stakes; finish to be black powder coat; manufactured by Sure-loc Edging Corporation, Holland, MI; www.surelockedging.com, or approved equal.

Submittals: The Contractor shall submit manufacturer's literature or approved equal 3 weeks before installation.

Installation: The Contractor shall take care to minimize scraping and damage to Metal Landscape Edging during loading, transport, delivery and stockpiling, and installation. Damaged edging shall be rejected and new edging shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Edging shall be installed true to form and line as shown on the plans and in accordance with manufacturer recommendations.

Method of Measurement: Metal Landscape Edging will be measured for payment by each linear foot satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment: Metal Landscape Edging will be paid for at the contract unit price per linear foot complete in place and accepted. Payment shall include all materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, final placement of Metal Landscape Edging, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
621.98	Metal Landscape Edging	Linear Foot

SPECIAL PROVISION
SECTION 627
PAVEMENT MARKINGS
(Temporary Pavement and Curb Markings)

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

Pay Item		Pay Unit
627.752	Temporary White or Yellow Pavement & Curb Marking	Square Foot

SPECIAL PROVISION
SECTION 633
(Seat Walls)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for placing cast-in-place concrete Seat Walls as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials:

1. Materials shall be in accordance with Section 502 – STRUCTURAL CONCRETE for Concrete Class A with a compressive strength of 4,000 PSI, and Section 503 – REINFORCING STEEL.

Submittals: The Contractor shall submit for review all product data and manufacturer specifications, and samples for all items furnished.

Installation: Placement of concrete shall be in accordance with Section 502 – STRUCTURAL CONCRETE. The Contractor shall take care to erect forms and place and finish concrete true to line and form as shown on the plans and to achieve a high visual quality.

Finish: All exposed surfaces shall receive a rubbed finish.

Method of Measurement: Seat Walls concrete satisfactorily placed and accepted will be measured by the linear foot, in accordance with the dimensions shown on the Plans or authorized changes in the Plans.

Basis of Payment: Seat Walls will be paid for at the contract unit price per linear foot complete in place and accepted. Payment shall include all concrete, reinforcing steel, other materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, final placement of Seat Walls, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
633.01	Seat Walls	Linear Foot

SPECIAL PROVISIONS
SECTION 634
HIGHWAY LIGHTING
(Park Lighting System)

All work shall conform to Standard Specification Section 634, Highway Lighting, except as amended herein.

634.01 Description. The Contractor shall furnish and install all materials and equipment required for complete, functioning and accepted Park Lighting with light emitting diode (LED) luminaires, as shown on the plans and as directed.

634.02 General. Light standards with LED luminaires for Highway Lighting and Park Lighting on this project shall meet the requirements of Special Provision 720 and Special Provision 715.

634.091 Method of Measurement. Park Lighting, satisfactorily installed and accepted, will be measured for payment by the lump sum.

634.092 Basis of Payment. The accepted quantity of Park Lighting Systems will be paid for at the contract lump sum price for the complete lighting system shown on the plans.

Lump sum payment for Park Lighting Systems shall be full compensation for furnishing, installing and erecting: ballast, lamps, wiring in underground conduit, pole wiring, and all other wiring, luminaires break-away devices when applicable, all identification tags, and all materials, labor, equipment, tools, miscellaneous hardware and incidentals necessary to complete the work.

No separate payment will be made for bonding, grounding and ground rods; these costs shall be included in the contract price for conduit, light standards, service panels, or other items requiring bonding and grounding.

Trenching for direct buried cable will be incidental to the respective lighting system and shall include excavating, furnishing and placing screened sand and backfilling.

Payment will be made under:

Pay Item		Pay Unit
634.162	Park Lighting System (Brunswick)	Lump Sum
634.162	Park Lighting System (Topsham)	Lump Sum

SPECIAL PROVISION
SECTION 634
HIGHWAY LIGHTING
(Lighting Standard)

All work shall conform to Standard Specification Section 634, Highway Lighting, except as amended herein.

634.02 General. Light standards with LED luminaires for highway lighting and sidewalk lighting on this project shall be as manufactured by Holophane Lighting or approved equal and specified on the plans and in this special provision. Contact:

Acuity Brands Lighting, Inc.
Northeast Sales Support Team
Attention: Mark Fowler
Eddington, Maine 04428
Tel.: 1-207-582-5106
E-mail: Mark.Fowler@acuitybrands.com

634.024 Light Standards.

In the first paragraph, add the following after …"conventional light standard": or "Type X Lighting Standard".

634.091 Method of Measurement. Add the following paragraph: "Type X Lighting Standard will be measured by the single unit, complete in place and accepted."

634.092 Basis of Payment. Add the following paragraph: "The accepted quantity of Type X Lighting Standard will be paid for at the Contract unit price each for the number of units of the respective types. Payment for each shall be full compensation for the lighting standard, ornamental pole base, bracket arm, decorative arm fitter, weather resistant (WR) receptacles, ornamental fixture housing, and incidentals necessary for installation of the pole and fixture, including design of the lighting standard. Conduits, foundations, and junction boxes (except those noted on the plans as incidental) will be paid for under applicable Section 626 pay items."

Payment will be made under:

Pay Item		Pay Unit
634.2101	Type A Lighting Standard	Each
634.2102	Type B Lighting Standard	Each

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 when tested, was functioning as intended.

(YEAR)

Electrician's Signature _____

Electricain's License # _____

SPECIAL PROVISION
SECTION 642 – STEPS
(Cast In Place Concrete Steps with Granite Treads)

All work shall conform to Standard Specification Section 642, Steps, except as amended herein.

642.01 Description. The work shall also include furnishing all labor, materials, equipment and incidentals for cutting, finishing, loading, transporting and installing Granite Steps on cast-in-place concrete as shown on the Plans or as directed by the Resident or designated Landscape Architect.

642.02 Materials

1. Granite Steps shall conform to the dimensions shown on the Plans and shall be as follows, or approved equal:

   Englishman's Bay (pink); available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)

   The Granite Steps shall be sawcut on all faces with thermal finish applied to the two exposed faces (top of tread and face of riser). All exposed edges shall be free from chips and deformations and a 1/4" radius applied to the nosing.
2. Concrete shall be in accordance with Section 502 – STRUCTURAL CONCRETE for Concrete Class A with a compressive strength of 4,000 PSI.
3. Reinforcing shall be plain steel in accordance with Section 503 – REINFORCING STEEL.
4. Stainless steel dowels shall be in accordance with Section 709.01.
5. Epoxy for placement of stainless steel dowels, non-sag silicone sealant, and closed cell foam backer rod shall be selected from the MDOT Qualified Products List.
6. Mortar shall be in accordance with Section 525 – GRANITE MASONRY.

642.05 Cast-in place Concrete Steps. The Contractor shall take care to minimize scraping and damage to Granite Steps during loading, transport, delivery and stockpiling, and installation. Damaged steps shall be rejected and new steps shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Steps shall be installed to the elevations shown on the plans.

1. Cast-in-place structural concrete shall be placed to the lines and forms indicated on the plans in accordance with Section 502 – STRUCTURAL CONCRETE for Concrete Class A with a compressive strength of 4,000 PSI, and Section 503 – REINFORCING STEEL.
2. Granite steps shall be placed utilizing stainless steel dowels set in non-shrink grout and a mortar bed when on structural concrete base or as otherwise shown.
3. Steps shall be set to elevations indicated and be level side-to-side with a ¼"/ft. wash back to front.

4. Backer rod and sealant shall be neatly placed between each step as indicated.

642.07 Basis of Payment The accepted quantity for Cast-In-Place Concrete Steps with Granite Treads will be paid for at the unit contract price per cubic yard complete in place which price shall be full compensation for furnishing and placing all materials including concrete, reinforcing steel, granite tread, stainless steel dowels and epoxy, mortar, closed-cell backer rod and sealant.

Payment will be made under:

Pay Item		Pay Unit
642.17	Cast-In-Place Concrete Steps with Granite Treads	Cubic Yard

SPECIAL PROVISION
SECTION 642 – STEPS
(Granite Step)

Description: The work covered by this special provision includes furnishing all labor, materials, equipment and incidentals for cutting, finishing, loading, transporting and installing Granite Steps in the amphitheater as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Materials:

1. Granite Steps shall conform to the dimensions shown on the Plans and shall be as follows, or approved equal:

   Chelmsford (gray); available from J.C. Stone, Inc., 539 Rockland Rd., Jefferson, ME 04348 (www.jcstoneinc.com)

   The Granite Steps shall be sawcut on all faces with thermal finish applied to the two exposed faces (top of tread and face of riser). All exposed edges shall be free from chips and deformations and a 1/4" radius applied to the nosing.
2. Stainless steel dowels shall be in accordance with Section 709.01.
3. Mortar shall be Type S (ASTM C 270); QUIKRETE® Mason Mix (No. 1136-80) or approved equal.

Installation: The Contractor shall take care to minimize scraping and damage to Granite Steps during loading, transport, delivery and stockpiling, and installation. Damaged steps shall be rejected and new steps shall be delivered and installed to the satisfaction of the Resident or designated Landscape Architect. Steps shall be installed to the elevations shown on the plans.

1. Granite steps shall be placed utilizing stainless steel dowels set in non-shrink grout and a mortar bed when on structural concrete base or as otherwise shown.
2. Steps shall be set to elevations indicated and be level side-to-side with a ¼"/ft. wash back to front.

Method of Measurement: Granite Steps will be measured for payment by the lump sum satisfactorily installed at locations as shown on the Plans or as directed by the Resident or designated Landscape Architect.

Basis of Payment: Granite Steps will be paid for at the contract unit price lump sum complete in place and accepted. Payment shall include all granite, steel dowels, mortar, and other materials, equipment and labor necessary for furnishing, loading, delivering, stockpiling, fine grading, and final placement of Granite Steps, and other incidental labor, materials and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
642.183	Granite Step: Amphitheater	Lump Sum

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Rectangular Rapid Flashing Beacon)

This section is amended by addition of the following:

Description

The Contractor shall furnish and install rectangular rapid flashing beacons including signage assemblies at pedestrian crossings where shown on the plans. Their installation shall be as described in this special provision.

Materials

Each rectangular rapid flashing beacon (RRFB) assembly shall consist of two rectangular-shaped yellow indications, each with an LED-array based light source. Each RRFB indication shall be a minimum of approximately 5 inches wide by approximately 2 inches high. Flashing lights and signage shall be in both directions of vehicle travel.

Each RRFB signage assembly shall be mounted on a 14-foot-long 4-inch I.D. non-tapered Schedule 40 galvanized steel pole with pole cap. Poles shall have a 0.75" minimum thickness galvanized ASTM A36 steel base plate circumferentially welded to the pole shaft. Anchor bolts for attachment of base plates to foundations shall be 0.75" x 17" (minimum) x 3" threaded. Four anchor bolts shall be provided for each support pole.

Where designated on the plans, poles for RRFB signage assemblies shall be installed with breakaway bases. Breakaway devices shall conform to the latest edition of "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" and NCHRP 350. Breakaway devices shall be designed such that anchor bolts will not bend upon vehicle impact. A frangible coupling such as Transpo "Pole-Safe" series, Manitoba safety base with reaction plate, or other approved equal meeting requirements of Section 721 shall be used. Electrical conductors at the pole base shall have a fusible breakaway device that will disconnect all ungrounded conductors simultaneously.

Each support pole shall be installed with a square aluminum pedestal base with grounding lug.

Signs for RRFB signage assemblies shall be sheet aluminum and meet requirements of Section 645 for Type II regulatory, warning and route marker assembly signage. The signage assemblies shall include a W11-2 pedestrian crossing sign, W16-7p diagonal arrow plaque, and R10-25 pedestrian pushbutton signs.

Pedestrian pushbutton assemblies for activating RRFB indications shall be installed on each RRFB support pole, mounted at 42 inches above sidewalk grade and within 10 inches of the edge of sidewalk. Pushbuttons shall meet Americans with Disabilities Act vibrotactile technical requirements for accessible pedestrian

signals (APS). The pushbutton assembly shall include a raised directional arrow indicating the direction of crossing. Audible locator and percussive crossing tones are required.

Construction and Operation

The two RRFB indications in an assembly shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7”), measured from inside edge of one indication to inside edge of the other indication.

The outside edges of the RRFB indications, including any housing, shall not project beyond the outside edges of the W11-2 sign in the beacon signage assembly.

As a specific exception to 2009 MUTCD Section 4L.01 guidance, the RRFB indications shall be located between the bottom of the W11-2 crossing warning sign and the top of the supplemental W16-7p downward diagonal arrow plaque, rather than 12 inches above or below the sign assembly.

When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on). The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

The light intensity of the yellow indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated March 2014.

The RRFBs, normally dark, shall initiate operation only upon pedestrian pushbutton actuation, and shall cease operation at a predetermined time after the pedestrian actuation. For this project, the duration of operation of the RRFBs following each actuation shall be 12 seconds. All RRFBs associated with a given crosswalk shall, when activated, simultaneously commence operation of their alternating rapid flashing indications, and shall cease operation simultaneously.

Communication between the devices may be either by spread spectrum wireless or hardwired.

MUTCD R10-25 pedestrian instruction signage with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS shall be mounted adjacent to or integral with each pedestrian pushbutton.

Method of Measurement

All rectangular rapid flashing beacon and sign assemblies associated with a single crosswalk shall constitute a single installation. Each installation will be measured for payment by each in place.

Basis of Payment

Rectangular Rapid Flashing Beacon will be paid for at the contract each price, which payment will be full compensation for furnishing and installing all materials including, but not limited to, the RRFB LED arrays, flasher, timer, lockable controller cabinet, steel poles with base plate, anchor bolts and pedestal base, breakaway devices, wiring and power service, pole risers, pedestrian push button assemblies, crosswalk signage, radio communication devices and all appurtenances and incidentals required for a complete and functioning installation. Foundations and conduit will be paid under applicable Section 626 pay items.

Payment will be made under:

Pay Item		Pay Unit
643.62	Rectangular Rapid Flashing Beacon	Each

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Pedestrian APS Push Button Assembly)

DESCRIPTION:

Add to Standard Specifications Subsection 643.01, Description the following:

This work shall also consist of the Contractor furnishing and installing a Polara IN3 Navigator 3-Wire Audible- Tactile Pedestrian Signal System Central Control Unit (CCU) and Accessible Pedestrian Push Button Assembly (APS) in accordance with the plans or as directed by the Engineer. The System shall meet the functionality requirements of MUTCD 2009-4E.

MATERIALS:

Add to Standard Specifications Subsection 643.021, Materials, the following:

The Polara IN3 Navigator 3-Wire Audible-Tactile Pedestrian Signal System Accessible Pedestrian Push Button Assembly shall be ADA compliant, 2 inches in diameter and use infrared technology. It shall contain all electronic control equipment, mounting hardware, Audible-Tactile push button. The Audible-Tactile push button shall be designed to provide both a button with a raised directional vibrating tactile arrow on the button and a variety of audible sounds. The unit shall have a weatherproof speaker. The external housing shall not have any polycarbonate or plastic parts.

The system shall consist of a Control Unit and the Accessible Pedestrian Push Button Station with Pole Mounting Assembly.

The Systems Specifications

- Pole Unit Speaker: 8 Ω, 12W max., microphone located in the PBS, non- visible, environmentally protected housing
- Pole Unit Temperature Range: - 40EF to 165EF
- Pole Unit Frame: Cast aluminum, powder coated
- Face Plate: Aluminum, power coated, ink marking
- Pole Unit Push Button: ADA compliant, cast aluminum, nickel plated, powder coated with integrated sign bracket for the MUTCD # R10-3E sign
- Temperature and Humidity requirements- meet NEMA TS 2 Section 2.1
- Voltage Protection requirements - meet NEMA TS 2 Section 2.1
- Mechanical Shock and Vibration requirements - meet NEMA TS 2 Section2.1
- Transient Suppression requirements – meet IEC 61000-4-4, ICC 61000-4-5
- Electronic Noise requirements – meet FCC Title 47, Part 15, Class A
- Electrical Reliability requirements- meet NEMA TS4 (Applicable portions of Section 8)
- Enclosure requirements, (PBS) shall meet NEMA 250-Type 4X E, (CCU) shall

meet NEMA 250-Type 1

Audio and System Specifications

- Audio Amplifier Power Output: 10W RMS into 8Ω
- Volume Control Automatic Adjustment Range: 28dB Max
- Microphone for Ambient Noise:
  Approximate frequency range: 170 Hz to 2.3 kHz
- Button Tone: A brief "tick" confirms each button push
- LED Luminous Intensity: Greater than 1200 mcd, sunlight visible, ultra-bright red, viewing angle 160E
- System shall provide the following audible features:
  - A locating tone
  - Informational message
  - Audible sound must emanate from push button
- System shall be able to play emergency preemption message

CONSTRUCTION METHODS/DETAILS:

Add to Standard Specifications Subsection 643.03, General, the following:

The Pedestrian push button shall be mounted between 3 ft. and 3 ft. 6 in. above an accessible surface and shall face an accessible approach (orientated parallel to the line of pedestrian travel) or within 10 in of adjacent accessible surface.

All installations shall conform to manufacturers specifications and details required for a complete working Accessible Pedestrian Push Button.

METHOD OF MEASUREMENT:

Add to Standard Specifications Subsection 643.18, Method of Measurement, the following:

This Accessible Pedestrian Push Button Assembly work will be incidental to 510 items.

BASIS OF PAYMENT:

Add to Standard Specifications Subsection 643.01, Description the following:

The price for each Accessible Pedestrian Push Button Assembly installed shall include the cost of all labor, materials, central control unit, testing and equipment necessary to complete the work, and program the system, and payment will be incidental to 510 items.

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Temporary Traffic Signal)

The following is added to Standard Specifications Section 643:

The Contractor shall install and maintain temporary traffic signals as shown in the Contract Documents

Signal heads at each approach to the work area 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 inch red, yellow and green circular LED indications with 5 inch back plates and yellow retroreflective tape along each border.

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):

	Phase 1	Phase 2
Min Green	3	3
Extension	3	3
Max Green	15	40
Yellow Cl.	3	3
All Red	8	10
Recall	None	None

Phase 1 – Rt 24B NB (left to driveways)
Phase 2 – Rt 24B SB

All red time is based on 255' between Route 24B stop lines, 190' between Route 24B Northbound (left turn only) stop line and Brookfield driveway, and 25MPH work zone speed. Route 24B southbound phase shall remain green until call is made from Route 24B Northbound (left turn to driveways only).

The specified signal timing may be adjusted by a Licensed Professional Engineer as operation requires. The Resident may increase All Red Clearance times as necessary for the safety of the traveling public.

643.18 Method of Measurement Replace the third paragraph with the following:

Each stop bar detection system installed, connected to appropriate phases in the controller cabinet, complete and operational will not be measured for payment but will be considered incidental to the Temporary Traffic Signal Pay Item.

643.19 Basis of Payment Replace the fourth paragraph with the following:

The stop bar detection system will be considered incidental to the Temporary Traffic Signal, which will be full compensation for materials, labor, and equipment for each detection system installed, fully operational, and removed. If loop detectors are used as the stop bar detection system, loops may be abandoned in place.

Payment will be made under:

Pay Item		Pay Unit
643.72	Temporary Traffic Signal	Lump Sum

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Flexible Reflectorized Delineator)

Description: This work shall consist of furnishing and installing flexible reflectorized delineators in accordance with the Manufacturer's recommendations in reasonably close conformity with the plans and specifications.

Materials: Flexible reflectorized delineators shall be 2.25" diameter posts manufactured from linear low density, co-extruded polyethylene with ultraviolet inhibitors, with an inner tube. Posts shall be 36" tall, round with a recessed cap, and wrapped with high intensity reflective sheeting. Posts shall be surface-mount type with mechanical anchors. Post color shall be yellow, and reflective sheeting shall be amber. Flexible reflectorized delineators shall be Model SH336SMA—WS, as manufactured by Safe-Hit Corporation, or approved equal.

Construction Requirements: Flexible delineators shall be installed on the surface of median islands in accordance with the manufacturer's mounting recommendations.

Method of Measurement: Flexible reflectorized delineators will be measured by the number of units complete in place.

Basis of Payment: The accepted quantity of Flexible Reflectorized Delineator will be paid for at the contract unit price each. Such payment will be full compensation for furnishing and installing the delineator and all associated hardware complete in place.

Payment will be made under:

Pay Item		Pay Unit
645.306	Flexible Reflectorized Delineator	Each

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING
(Special Signing)

Description. Special Signing shall consist of furnishing all materials and equipment necessary for the fabrication, finishing, and installation of the Interpretive Panel supports, and mounting brackets, as well as the installation of the eight (8) MaineDOT supplied Interpretive Panels, in accordance with these specifications, as shown on the Plans, and as directed by the Resident.

Materials:

A. Mounting Bracket & Pipe Clamp. All steel shall be deburred and smooth to the touch, with no sharp or jagged edges.

B. Hardware. Security nut shall be Bryce Fastener Inc. 3/8" Thread diameter Penta-Nut nut or approved equal, and shall be stainless steel.

   Fasteners for securing interpretive sign to backing plate to be supplied by Panel manufacturer (by others).

C. Finish: The mounting brackets and pipe clamps shall be hot-dip galvanized in accordance with Section 506, Shop Applied Protective Coating – Steel, and top coated with Colorgalv Plus or approved equal. The top coat color shall be black matching the black finish of the pedestrian fence. Hardware shall be hot-dip galvanized in accordance with Section 506, Shop Applied Protective Coating – Steel, and shall be field-painted black after installation with 2-coats of color-matched paint.

Submittals. The Contractor shall submit for review all product data and manufacturer specifications, and installation instructions for all items furnished.

Method of Measurement. Special Signing will be measured for payment by the Lump Sum, complete and accepted in place.

Basis of Payment. Special Signing will be paid for at the contract Lump Sum price. Payment will be full compensation for the furnishing of all materials, labor, and incidentals required for all fabrication, finishing, painting, installation of the support system, and the installation of the eight (8) MaineDOT supplied Interpretive Panels, complete and in place.

Payment will be made under:

Pay Item		Pay Unit
645.51	Special Signing	Lump Sum

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 xxxx[1].
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.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Portable/Temporary Traffic Signals
Automated Flagging Assistance Devices (AFADs)

652.01 Description Portable/Temporary Traffic Signals or Remotely Controlled Automated Flagging Assistant Devices (AFADs) may be used in conformance with this Special Provision at the option of the Contractor in lieu of Flaggers and as approved by the Department.

Portable/Temporary Traffic Signals shall conform to Part 4H.02 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be the Dolly Type (SQ2) or the Trailor Mounted Type (SQ3). AFADs shall conform to Part 6E.04 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Portable/Temporary Traffic Signals and AFADs must satisfy applicable crashworthiness standards based on device weight which shall be in accordance with National Cooperative Highway Research Program (NCHRP) Report 350 and the American Associated for State Highway and Transportation Officials (AASHTO) Manual for Assessing Safety Hardware. The use of Portable/Temporary Traffic Signals may be suspended at any time at the discretion of the Resident.

652.02 Portable/Temporary Traffic Signals Operation

The Contractor shall submit a Traffic Control Plan to the Resident for approval which shall detail Portable/Temporary Traffic Signals operation.

Portable/Temporary Traffic Signals may be used during daytime or nighttime operations; however, Dolly Types (SQ2) shall not be in operation when the work site is unattended.

Work zones utilizing Portable/Temporary Traffic Signals shall add A Signal Ahead symbol (W3-3) sign that will replace the Flagger symbol sign. An 18-inch-wide removable stop line with a STOP HERE ON RED (R10-6) sign shall be installed at the intended stopping point.

The Resident may waive the requirement for a stop line if the roadway is unpaved or it is otherwise impractical to install a stop line and the STOP HERE ON RED sign is in place.

The distance between Portable/Temporary Traffic Signals units shall not exceed the phase timing and distances as designed by a Professional Engineer, registered in the state of Maine, or as designated on the Charts provided in this specification.

When the work no longer necessitates use of the Portable/Temporary Traffic Signals, the units shall be removed or turned off and moved out of view from the traveled way.

652.03 Automated Flagging Assistance Devices (AFADs)

AFADs shall be used only for short-term or intermediate-term lane closures in situations where there is one lane of approaching traffic that needs to be controlled. AFAD use is acceptable in either of the following cases: The first case employs an AFAD unit at each end of the work zone while the second case employs an AFAD unit at one end and a flagger at the other end. Utilizing an AFAD, a single flagger may remotely control two or more AFAD units provided that the flagger has a clear view of each unit, and of approaching traffic in both directions. Other cases may be used as approved by the Resident.

AFAD use is permitted during daytime or nighttime operations; but, if used at night, the AFADs must be illuminated in accordance with Section 6E.08 of the latest edition of the MUTCD.

AFADs are not traffic control signals, they should not be used to replace traffic signals or other continuously operating traffic control devices.

A competent, certified flagger, who has been trained on the operation of the AFADs shall operate and not leave the AFADs unattended at any time. The flagger shall have an unobstructed view of the AFADs and approaching traffic in both directions at all times. The distance between AFAD units shall not exceed one-half mile.

Work zones utilizing AFADs shall comply with the Standard Sheet for flagger operation on a 2-lane 2-way roadway, where an AFAD unit, or units, is used in lieu of a flagger a BE PREPARED TO STOP sign (W3-4) is to be used in lieu of the Flagger symbol sign. Red/Yellow lens AFADs shall have a STOP HERE ON RED (R10-6) sign installed on the right-hand shoulder at least 8 feet in advance of the RCRYLS unit where vehicles are expected to stop and Stop/Slow AFADs shall have WAIT ON STOP (R1-7) and GO ON SLOW (R1-8) signs immediately adjacent to the AFAD.

The Contractor's Traffic Control Plan shall detail AFAD operation including a list of competent, certified flaggers trained to operate the AFADs. When the work no longer necessitates use of the AFADs, units shall be moved out of view from the traveled way.

652.04 General Operation

Portable/Temporary Traffic Signal and AFAD units shall be placed in the shoulder on the right-hand side of the road with a sight distance as designated in the Minimum Sight Distance for Signal Visibility chart provided in this specification.

If the shoulder is not adequate, the Portable/Temporary Traffic Signals or AFADs may encroach on the travel lane provided that the appropriate sight distance is available and as approved by the Resident. Re-positioning of the Portable/Temporary Traffic Signals or AFADs shall need the approval of the Resident.

Appropriate flagger apparel and equipment shall be maintained near each Portable/Temporary Traffic Signal or AFAD unit to facilitate flagging in the event of a malfunction or operational need due to frequent disruptions of traffic flow. The Contractor shall immediately provide traffic control with flaggers if a Portable/Temporary Traffic Signal or AFAD unit malfunctions; fails to properly or adequately control traffic; creates congestion, queues or gridlock which cannot be remedied by timely on-site adjustments to the signal operation; or is otherwise inadequate; all of which shall be determined by the Resident.

When Flaggers are being utilized, Portable/Temporary Traffic Signals shall not be in operation.

Portable/Temporary Traffic Signals or AFADs shall not be located within 200 feet of a grade crossing unless the temporary traffic control signal is provided with preemption in accordance with MUTCD Section 4D.27, or unless a uniformed officer or flagger is provided at the crossing to prevent vehicles from stopping within the crossing.

652.05 Method of Measurement Portable/Temporary Traffic Signals or AFADs shall be measured by the hour for each approach that are in place and operating.

652.06 Basis of Payment Portable/Temporary Traffic Signals shall be paid at the Flagger Hourly Rate for each approach in operation.

AFADs shall be paid at the Flagger Hourly Rate for each unit in operation and for the operator.

(1st Example: One set of AFADs (one unit), plus operator, would be paid as 2 X Flagger hourly rate X hours in use.)

(2nd Example: One set of AFADs (two units), plus operator, would be paid as 3 X Flagger hourly rate X hours in use.)

Payment will be made under:

Item Number	Description	Unit
652.38	Flagger	Hour

Minimum Sight Distance for Signal Visibility	
Posted Speed Limit (mph)	**Minimum Sight Distance (ft)**
25	270
30	325
35	390
40	460
45	540
50	625
55	715

Example of Dolly type or SQ2

Example of Trailer Mounted type or SQ3

Example of an AFAD

All red Clearance Intervals
Less Than 40 mph
Assumed Travel Speed 15 mph

Posted Speed Limit	**Distance Between Stop Bars**		**Minimum All red Clearance Time**
	Yards	Feet	Seconds
25, 30 & 35	33	100	4.6
	50	150	6.9
	67	200	9.1
	83	250	11.4
	100	300	13.7
	117	350	16.0
	133	400	18.2
	150	450	20.5
	167	500	22.8
	183	550	25.0
	200	600	27.3
	217	650	29.6
	233	700	31.9
	250	750	34.1
	267	800	36.4
	283	850	38.7
	300	900	41.0
	333	1000	45.5
	350	1050	47.8
	367	1100	50.0
	383	1150	52.3
	400	1200	54.6
	417	1250	56.9
	433	1300	59.1
	450	1350	61.4
	467	1400	63.7
	483	1450	66.0
	500	1500	68.2
	517	1550	70.5

All red Clearance Intervals
40 mph and Above
Assumed Travel Speed 25 mph

Posted Speed Limit	**Distance Between Stop Bars**		**Minimum All red Clearance Time**
	Yards	Feet	Seconds
40,45,50 & 55	33	100	3.5
	50	150	5.2
	67	200	6.9
	83	250	8.6
	100	300	10.3
	117	350	12.0
	133	400	13.7
	150	450	15.4
	167	500	17.1
	183	550	18.8
	200	600	20.5
	217	650	22.2
	233	700	23.9
	250	750	25.6
	267	800	27.3
	283	850	29.0
	300	900	30.7
	317	950	32.4
	333	1000	34.1
	350	1050	35.8
	367	1100	37.5
	383	1150	39.2
	400	1200	40.9
	417	1250	42.7
	433	1300	44.4
	450	1350	46.1
	467	1400	47.8
	483	1450	49.5
	500	1500	51.2
	517	1550	52.9

SPECIAL PROVISION
SECTION 715
LIGHTING MATERIAL
(Decorative LED Luminaires)

715.08 Luminaire LED fixtures

Following the end of subsection 715.08 add the following new paragraphs:

715.081 Decorative LED Luminaires. Decorative LED luminaires shall comply with 715.08 as applicable and the following: Euro styled luminaire shall consist of a LED flat glass optical assembly shielded by a decorative formed reflector and top mounted cast aluminum electrical assembly with a circumferential 1.5-inch reveal. Optical assembly - Consists of a thermal resistant flat glass panel mechanically held in a formed aluminum door frame. The door frame is attached to the spun cover with studs and lock nuts. Light from the LED module is distributed by precisely molded optical lens to maximize utilization, uniformity and luminaire spacing. Two LED boards are available for symmetrical or asymmetric distribution. Electrical assembly – The cast aluminum electrical housing has a smooth domed contour. A 3-station terminal block is provided that accepts #14 through #2 AWG wire and has a quick disconnect receptacle. The electrical housing is hinged with a tool-less latch to provide easy access to the electrical components. The pendant mount version has a welded stem to accommodate the Quick Lock Stem Mounting. All luminaires are furnished with option “AO” which allows field adjustment of the lumen output of the luminaire allowing optimization of the lighting system and accommodation of the required spacing of poles to coordinate with project features.

The lighting system design is based on the Holophane GlasWerks Flat LED2 Hallbrook luminaire, catalog numbers as listed on the drawings. The use of manufacturers name and catalog numbers are intended to establish the level of quality, features and performance and not intended to limit the selection of luminaires to a single manufacturer. Products of other manufacturers will be acceptable if in the judgement of the Department the proposed luminaires are equal.

SPECIAL PROVISION
SECTION 717
ROADSIDE IMPROVEMENT MATERIALS
(Seed)

717.03 Seed Revise this Sub Section by removing the material property tables for "Method #1 - Park Mixture" and "Method #2 - Roadside Mixture #2" and replace with the following:

Seed Mixtures shall consist of seed proportioned percent by weight as follows:

Method #1 – Park Mixture	
Specification	**Property**
Turf Type Tall fescue	40% +/- 2%
85/80 Kentucky Bluegrass	25% +/-2%
Perennial Rye Grass	20% +/-2%
Annual Ryegrass	15% +/- 2%

Method #2 – Roadside Mixture #2	
Specification	**Property**
Turf Type Tall fescue	60% +/-2%
White Clover	5% +/-2%
Perennial Rye Grass	15% +/-2%
Annual Ryegrass	20% +/-2%

This special provision is temporary while supplies are limited and may be Modified to the Seed Mix in the March 2020 Standard Specification Book when supplies are available again.

SPECIAL PROVISION
SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS
(Decorative Contemporary Style Light Poles)

720.01 Aluminum Supports.

Following the end of subsection 720.01, paragraph d; add new paragraphs:

e. Decorative Contemporary Style Light Poles. Pole shall comply with 720.01 as applicable and the following; The extruded aluminum pole shaft shall incorporate a four sided dovetail track system designed to accept modular accessory attachments which can be moved or changed after initial installation. The interior pole profile incorporates five independent and separate wiring raceways for initial and post installation of wiring. Pole shall conform to the requirements of the "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 2015 edition, by AASHTO" Base shall be a decorative one-piece cast aluminum structural base similar-to Rockford Harbor style with cast aluminum doors. Four galvanized steel anchor bolts with hex nuts and washers shall be furnished by pole manufacturer. Pole shaft and base shall be prepared for powder coating through a 5-stage cleaning process. Powder coating material shall be a thermosetting Polyester Powder Coating with a minimum thickness of 1-1/2 mils applied by closed loop powder coating system. Poles shall be complete with a Bishops Crook style arm with an offset of 30-inches. Finish color of poles and arms shall be Black.

Pole specifications are based on Holophane SiteLink series poles with height of pole as indicated on the drawings. The use of manufacturers name and catalog numbers are intended to establish the level of quality, features and performance and not intended to limit the selection of poles to a specific manufacturer. Products of other manufacturers will be acceptable if in the judgement of the department the proposed poles are equal.

SPECIAL PROVISION
SECTION 841
(Bollard)

Description This work shall consist of furnishing and installing fixed and removable, internal locking, stainless steel tube bollards, reinforced concrete foundations, and associated hardware necessary to complete the work as detailed on the plans. All earthwork, excavation, concrete, and compacted backfill shall be incidental to the bollard.

Materials

1. The main body of the product shall be constructed from ASTM A53 T316 stainless steel in accordance with Section 713- STRUCTURAL STEEL AND RELATED MATERIAL and be accompanied with steel mill certifications/test reports for the steel being used to ensure the durability and performance of the product. Secondary and non-ASTM steel may not be substituted.

Construction Requirements

1. All steel bollards shall be spaced and located as shown on the plans. Final locations shall be adjusted in the field.
2. Removable bollards shall be capable of being completely removed from the base unit.
3. The removable bollards shall be lockable with an internal locking mechanism. The keys will be provided to the Town of Topsham and shall be in-place before the new bridge is open to traffic.

Manufacturer. Both the fixed bollard and the removable bollard shall be supplied by the same manufacturer as follows::

1. Architectural Fixed Post Bollard (Model SSFO 6080) 6-inch diameter stainless steel with decorative sleeve as manufactured by Calpipe Security Bollards, 12160 Woodruff Ave., Downey, CA 90241 (877-283-8518). www.calpipebollards.com.
2. Internal Locking Removable Bollard (Model SSRO 6080) 6-inch diameter stainless steel with decorative sleeve as manufactured by Calpipe Security Bollards, 12160 Woodruff Ave., Downey, CA 90241 (877-283-8518). www.calpipebollards.com.
3. Approved equal.

Finish

1. The bollard shall be factory polished to a #4 Satin finish.
2. The bollard shall have factory supplied Heritage Decorative cover.

Method of Measurement Bollards and all necessary incidentals to complete the work shall be paid for by each complete and accepted in place.

Basis of Payment The quantity of bollards will be paid for by the contract unit price for each installation. Such payment will be full compensation for all labor, excavation, backfill, tools, associated hardware, and any other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
841.48	Bollard	Each
841.481	Removable Bollard	Each

SPECIAL PROVISION

SECTION 845
STRUCTURAL STEEL UTILITY SUPPORT

Description:

This work shall consist of furnishing and installing structural steel utility supports as denoted in the plans, and as directed by the Resident. The work also includes structural steel pipe sleeves through the abutment backwalls and under the approach slabs as specified herein.

The utility support, inclusive of connection plates, nuts, and bolts, and all miscellaneous steel shall meet all the same requirements for fabrication, erection and coating as the steel cross- frames for the new bridge.

Materials:

Materials shall meet the requirements of the following Section of Division 700-Materials
Structural Steel 713.01.

Structural steel utility supports shall conform to ASTM A709, Grade 50 and shall be hot dip galvanized in accordance with Section 506, Shop Applied Protective Coating - Steel. Structural steel utility supports shall be fabricated in accordance with the requirements of Section 504, Structural Steel.

Installation

The Contractor shall install support angles, channels, connection plates, nuts and washers at each location indicated on the Drawings.

Submittals

The Contractor shall prepare shop detail, erection and other necessary working drawing in accordance with Section 105.7 - Working Drawings. The drawings will be reviewed and approved in accordance with the applicable requirements of Section 105.7.

Method of Measurement

Structural steel utility support and steel pipe sleeves properly placed and accepted onto the steel girders and into the abutment backwalls, respectively, shall be measured by the lump sum, complete, and accepted in place.

Basis of Payment

The accepted quantity of Structural Steel Utility Support for the bridge crossing shall be full compensation for furnishing and installing structural steel supports as shown in the details and steel pipe sleeves as specified herein. Price shall include all equipment, tools, labor, and related incidental work and materials. Half the payment will be for the support of the electrical conduits and the other half will be for support of the communication conduits.

Payment will be made under:

Pay Item	Description	Pay Unit
845.10	Structural Steel Utility Support - Elec. & Comm.	Lump Sum

COPY NO. _____

FRANK J. WOOD BRIDGE WATER MAIN CROSSING

BRUNSWICK & TOPSHAM WATER DISTRICT

TOPSHAM, MAINE

BIDDING/CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

NOVEMBER 2021

20562A

WRIGHT-PIERCE
Engineering a Better Environment

BRUNSWICK & TOPSHAM WATER DISTRICT

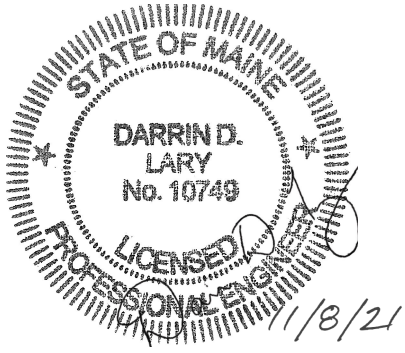
TOPSHAM, MAINE

BIDDING/CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

FRANK J. WOOD BRIDGE WATER MAIN CROSSING

NOVEMBER 2021



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SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Replacing the water main on the Frank J. Wood Bridge with the Maine Department of Transportation's replacement of the bridge, including replacement of segments of buried main on each side of the bridge.

1. Construction of new 16-inch water main using Pre-Insulated Ductile Iron (DI) Restrained Joint Pipe on the new bridge. The work will also include:
    a. Installation of buried ductile iron water mains on each side of the bridge
    b. Connections to the existing buried 12-inch cast iron mains on each side of the bridge
    c. Water main hanger assemblies and utility supports
    d. 12" insertion valve on the Topsham side
    e. A manual air release system as shown on the Drawings
    f. 6" DI drain as shown on the Drawings
    g. Temporary water to maintain fire service to Fort Andros and domestic water service to Brookfield Energy.
    h. Other appurtenances as shown on the Drawings and specified herein.
2. Remove and/or relocate equipment as indicated on the Drawings.

B. Removals, Relocations and Rearrangements

1. Examine the existing site for the work of all trades which will influence the cost of the work under the bid. This work shall include removals, relocations and rearrangements which may interfere with, disturb or complicate the performance of the work under the bid involving systems, equipment and related service lines, which shall continue to be utilized as part of the finished project. The Contractor is responsible for all coordination in this regard.
2. Provide in the bid a sufficient amount to include all removals, relocations, rearrangements and reconnections herein specified, necessary or required to provide approved operation and coordination of the combined new and existing systems and equipment.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 MAINTAIN EXISTING WORKS

A. Existing Operations:

1. Refer to construction sequence below. Uninterrupted service shall be provided at all times during construction except for planned shutdown events.

B. Minimize Interference

1. The Contractor shall at all times conduct his operations so as to interfere as little as possible with existing works. The Contractor shall develop a program, in cooperation with the Owner, Water District Engineer, MDOT, water customers and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted.

3.2 CONSTRUCTION SEQUENCE

A. Frank J. Wood Bridge Construction

1. Install 12-inch insertion valve at STA 15+90. Valve to remain normally open until short-term shut-down and isolation of existing bridge crossing.
2. Cast 30-inch casing sleeves into bridge abutments during construction of the abutments. Contractor shall note that sleeves are installed at the slope of the roadway.
3. Install 16-inch pre-insulated water main, hanger assemblies, abutment penetrations, and fittings with bridge structural erection.
4. Install buried water main on Topsham side from STA 12+75 +/- to STA 15+40 +/-. Install temporary valve and filling/flushing connection.
5. Install buried water main on Brunswick side from STA 0+75 +/- to STA 4+20 +/-. Install temporary valve and filling/flushing connection at STA 0+75 to flush, pressure test and disinfect bridge crossing prior to interconnection.
6. Flush, pressure test, and disinfect the bridge crossing water main from STA 0+75 to STA 15+40. Highly chlorinated water shall be dechlorinated prior to discharge.
7. Install temporary water piping at Fort Andros to maintain fire service to the mill building. Flush, pressure test, and disinfect temporary water main. Place temporary water main into service.
8. Isolate existing bridge crossing water main by closing the existing isolation valve in Brunswick and the new insertion valve in Topsham.
9. Remove temporary flushing/filling connection and install interconnecting piping and fittings on the Topsham side from STA 15+40 to STA 15+60 +/-. All interconnecting piping and fittings will be installed clean, and swab disinfected prior to connection. Contractor shall note that shutdown is limited to 8-hours with a minimum of 72-hours' notice to the BTWD.
10. Remove temporary flushing/filling connection and install interconnecting piping and fittings on the Brunswick side from STA -0+30 to STA 0+75 +/-. All interconnecting piping and fittings will be installed clean, and swab disinfected prior to connection. Contractor shall note that shutdown is limited to 8-hours with a minimum of 72-hours' notice to the BTWD.
11. Open isolation valves and commission water main.
12. Cut, cap and abandon existing bridge crossing water main.

B. The Contractor shall submit to the Water District Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor's plans for doing the work.

C. The Contractor must submit to the Water District Engineer a written request to deviate from the above sequences, provided he can demonstrate to the Water District Engineer that the continuity and water supply will not be adversely affected.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.

B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.

1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Water District Engineer.
2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Utilities' Project Representative and determine the quantities of unit price work accomplished and/or completed during the work day.
3. The Utilities' Project Representative will then prepare two "Daily Progress Reports" which shall be signed by both the Utilities' Project Representative and Contractor's Representative.
4. Once each month the Utilities' Project Representative will prepare two "Monthly Progress Summation" forms from the month's accumulation of "Daily Progress Reports" which shall also be signed by both the Utilities' Project Representative and Contractor's Representative.
5. These completed forms will provide the basis of the Water District Engineer's monthly quantity estimate upon which payment will be made. Items not appearing on both the Daily Progress Reports and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
6. After the work is completed and before final payment is made there for, the Water District Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.
7. As administrator to the construction contract, MaineDOT's on-site Resident shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's Contractor and making the final determination in the event of any disagreements. The Utilities' Project Representative shall provide to MaineDOT's Resident all the Daily Progress Reports of completed and accepted utility work, as well as Monthly Progress Summation Reports. The reports will be used by MaineDOT to authorize payment to the project Contractor.

1.2 SCOPE OF PAYMENT

A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the Contract unit prices will still prevail as per MaineDOT Standard Specifications.

B. The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all expenses incurred in consequence of the suspension of the work as herein authorized.

C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 INCIDENTAL WORK

A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:

1. Clearing, grubbing and stripping
2. Dust control
3. Dewatering
4. Clean-up and Erosion control
5. Loam, seeding, grading, liming, fertilization, mulching and watering
6. Restoration of property, and replacement of fences, curbs, structures, sign posts, guard rails, rock wall, mail boxes, traffic loop detectors and other minor items disturbed by the water main construction activities
7. Utility crossings and relocations, unless payment is otherwise made
8. Trench boxes, steel and/or wood sheeting as required, including that left in place
9. Project record documents
10. Cleaning, testing and disinfection of all water lines and appurtenances
11. Buried Utility Markings
12. Temporary utility services to buildings as required to maintain service during construction
13. Quality assurance testing
14. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
15. Weather protection
16. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required
17. On-site and other facilities acceptable to Water District Engineer for the storage of materials, supplies and equipment to be incorporated into the Work
18. Removal of existing pavement and driveway restoration
19. Trench Excavation (except ledge)
20. Pipe abandonment including flowable fill

1.4 DESCRIPTION OF PAY ITEMS

A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.

B. Each unit or lump sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

Item No. 203.21 – Rock Excavation

A. Method of Measurement:

1. The quantity of rock excavation measured for payment under Item No. 203.21 shall be the number of cubic yards of ledge removed during construction. This quantity shall be determined by:
   a. Exposing the ledge profile for measurement. Excavation and backfill of the earth overburden shall be considered incidental, and no separate payment shall be made therefore.
   b. Should the Contractor elect to pre-drill and blast ledge without exposing the ledge surface for measurement, ledge depths shall be determined by the Resident Project Representative at the time of drilling or, when direct drilling observation is not conducted, the ledge profile shall be measured after excavation, and 20% of the ledge volume thus measured shall be deducted due to ledge expansion caused by the blasting operation.
2. The payment limit for trench width shall be between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal outside diameter of pipe which is to be installed in the trench (min. of 3 feet) and extending from the top of the ledge surface to a depth of 6 inches below the invert grade of the pipe. Where two pipes are installed in the same trench, trench ledge excavation shall be measured as the actual volume of ledge removed between vertical planes which are a distance apart equal to the sum of 3 feet plus the sum of the pipes nominal outside diameter. Where three pipes are installed in the same trench, trench ledge excavation shall be measured as the actual volume of ledge removed between vertical planes which are a distance apart equal to the sum of 4.5 feet plus the sum of the pipes nominal outside diameter.
3. Ledge excavation for structures (including manholes) shall be measured as 18 inches outside the structure and extending to a depth of 6 inches below the base of the structure indicated on the Drawings.
4. Rocks or boulders greater than two cubic yards volume shall be considered as ledge excavation. Volume of rocks shall be determined from their average length, width, and depth as measured by the Water District Engineer.

B. Basis of Payment:

1. The contract unit price per cubic yard for rock excavation shall be full compensation for all labor, materials, tools and equipment necessary to complete the excavation including conducting the pre-blast survey, drilling, blasting, excavating, loading and disposing the excess or unusable material outside the work limits, suitable replacement backfill, and all else incidental thereto for which payment is not provided under other items.
2. Not all the potential ledge locations are identified on the Drawings and ledge could be encountered anywhere within the limits of work. Such ledge, if encountered, is not considered a Differing Subsurface or Physical Condition. The unit price in the bid form shall apply to all ledge encountered and removed.

Item Nos. 403.207, 403.208, and 461.131 – Furnish and Install Initial, Final, and Temporary Hot Mix Asphalt

A. Method of Measurement: The quantity to be paid for under Item Nos. 403.207, 403.208, and 461.131 shall be the actual tons of pavement rolled and compacted in place, calculated by the following formula: [0.055 x length (ft) x width (ft) x depth (in)]/9.
    a. Initial Pavement (19 mm) – The number of tons of initial pavement placed and removed at the direction of the Engineer, calculated as described herein, within the payment limits shown on the Drawings.
    b. Final Pavement (12.5 mm) – The number of tons of final pavement placed at the direction of the Engineer, calculated as described herein, within the payment limits shown on the Drawings.
    c. Temporary Trench Pavement (12.5 mm) – The number of tons of temporary pavement placed and removed at the direction of the Water District Engineer, calculated as described herein, within the payment limits of trench paving shown on the Drawings.
B. Basis of Payment: The pavement shall be paid for at the unit price per ton stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all materials, labor, equipment and tools necessary for the placement and removal of pavement, preparation of base material, application of tack coat, placement and grading of gravel shoulder material to back up overlay pavement, and installation of pavement markings. No additional payment will be made to the Contractor for repair work done by them in maintaining bituminous concrete pavement.

Item No 501.25 – Steel Casing, 30-inch Galvanized

A. Method of Measurement: The quantity of casing pipe to be paid for under Item No. 501.25 shall be the actual length in feet as measured along the center line of the pipe as laid, including all casing spacers and seals.
B. Basis of Payment: Installation of casing pipe shall be paid for at the unit price per linear foot stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, materials, tools, and equipment to construct all steel casing sleeves and all required appurtenances, except for work included for payment under other items.

Item No 652.38 – Flaggers

A. Method of Measurement: The quantity to be paid for under Item No. 652.38 shall be the actual hours of Flaggers used.
B. Basis of Payment: Payment for flaggers shall be paid for at the unit price as stated in the Bid Schedule. Said unit price shall constitute full compensation for all flagger traffic regulation and control efforts and including all labor, materials, equipment, signage and supervision required to provide comprehensive and professional traffic regulation and control at all project locations.

Item No. 801.03 – Test Pit

A. Method of Measurement: The quantity to be paid for under Item No. 801.03 shall be the actual number of exploratory excavations as authorized by the Water District Engineer.
B. Basis of Payment; Test pit excavations shall be paid for at the unit price per each as stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, tools, and equipment; for backfilling and compacting; for temporary pavement; and for all other work and expenses incidental thereto.

Item Nos. 822.322, 822.34, 802.10, and 822.3701 – 6-inch Ductile Iron Pipe, 8-inch Class 52 Ductile Iron Pipe, 12-inch Ductile Iron Water Main and 16-inch Ductile Iron Water Main

A. Method of Measurement: The quantity of water main to be paid for under Item Nos. 822.322, 822.34, 802.10, and 822.3701 shall be the actual length in feet as measured along the center line of the pipe as laid including all fittings.

B. Basis of Payment: Installation of ductile iron water main shall be paid for at the unit price per linear foot stated in the Bid Schedule. Said unit price shall be full compensations for installing all pipes (excluding pre-insulated and temporary water mains), fittings of all sizes (except valves), caps, solid sleeves, polyethylene encasement, joint restrainer glands; labor, equipment, tools, and other materials required for the installation of the pipelines; for clearing and grubbing, cutting trees; for dewatering; for installing the pipelines; for excavating, removing, and disposal of the existing water mains where required; laying, setting, and jointing all pipes and fittings; for furnishing and placing all temporary sheeting and bracing; furnishing and installing all pipe bedding, blanket, and backfill; aggregate base; for compaction of trenches; for cleaning, testing, and disinfecting water mains; connections to existing water mains and abandoning existing water mains; for all labor, tools, and construction equipment; and for all other work and expenses incidental thereto.

Item No. 823.3105 – Installation of 12-inch Insertion Valve and Valve Box

A. Method of Measurement: The quantity of insertion valves to be paid for under Item No. 823.3105 shall be defined as the actual number of valves and valve boxes installed complete in place.

B. Basis of Payment: Installation of insertion valves shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for installing all materials, labor, equipment, and tools; for installing, setting, and jointing; for restraining joints; for testing all valves and valves boxes; and for all other work and expenses incidental thereto.

Item No. 823.33 & 823.3112 – Installation of 6-inch & 16-inch Gate Valves with Box

A. Method of Measurement: The quantity of gate valves to be paid for under Item Nos. 823.33 and 823.3112 shall be defined as the actual number of valves, valve operators, and valve boxes installed complete in place.

B. Basis of Payment: Installation of gate valves shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for installing all materials, labor, equipment, and tools; for installing, setting, and jointing; for restraining joints; for testing all valves, valve operators, and valves boxes; and for all other work and expenses incidental thereto.

Item No. 824.30 – Fire Hydrant

A. Method of Measurement: The quantity of hydrant assemblies to be paid for under Item No. 824.30 shall be defined as the actual number of hydrants installed complete in place.

B. Basis of Payment: Installation of fire hydrants shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for installing all materials, labor, equipment, and tools; for installing, setting, and jointing; for excavation, bedding and backfill; for all thrust blocks; joint restraining glands and hydrant; hydrant snow markers; location tape; for cleaning, testing and disinfection of all hydrants; and for all other work and expenses incidental thereto.

Item No. 825.322 – Installation of 2-inch Curb Stops

A. Method of Measurement: The quantity of curb stops to be paid for under Item No. 825.322 shall be defined as the actual number of curb stops installed complete in place.

B. Basis of Payment: Curb stops and boxes shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for all fittings, labor, equipment, tools and other materials required for the installation of the curb stop and box; for trench dewatering; for excavating and backfilling; for replacing or rebuilding shrubs, fences, lawns, trees, and other materials except other such items specifically included in the Bid Schedule; and for all other work and expenses incidental thereto.

Item No. 825.3221 – Installation of 2-inch Corporation Stops

A. Method of Measurement: The quantity of corporation stops to be paid for under Item No. 825.3221 shall be the actual number furnished and installed for service connections.

B. Basis of Payment: Corporation stops shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for all fittings, labor, equipment, and tools necessary for the installation of the corporation stops; tapping the main; and for all the work and expenses incidental thereto.

Item No. 825.333 – Installation of 1" Air Release Valve, Manual

A. Method of Measurement: The quantity of manual air release valves to be paid for under Item No. 823.333 shall be defined as the actual number of valves installed complete in place.

B. Basis of Payment: Installation of manual air release valves shall be paid for at the unit price per each stated in the Bid Schedule. Said unit price shall be full compensation for installing all materials, labor, equipment, and tools; for installing, setting, and jointing; for restraining joints; for testing all valves; and for all other work and expenses incidental thereto.

Item No. 825.4221 – Installation of 2-inch Polyethylene Service

A. Method of Measurement: The quantity of polyethylene service pipe to be paid for under Item No. 825.4221 shall be the actual length in feet as measured along the center line of the pipe as laid.

B. Basis of Payment: Installation of polyethylene service pipe shall be paid for at the unit price per linear foot stated in the Bid Schedule. Said unit price shall be full compensations for installing service pipe, labor, equipment, tools, and other materials required for the installation of the service pipe; for trench dewatering; for subbase and base aggregate; for installing all fittings, adapters; for excavating, laying, setting, and jointing all pipes and fittings; for cleaning, testing and disinfecting; for backfilling; for replacing or rebuilding shrubs, fences, lawns, trees, and other materials except other such items specifically included in the Bid Schedule; and for all other work and expenses incidental thereto.

Item No. 825.5411 –Temporary Water Main, 6"

A. Method of Measurement: The quantity of temporary water main to be paid for under Item Nos. 825.5411 shall be the Lump Sum price as states in the Bid Schedule.

B. Basis of Payment: Temporary water lines and appurtenances shall be paid for at a lump sum price. The lump sum shall be full compensation for furnishing all materials, labor, and equipment necessary to provide a fully operational temporary water system including mainlines and services as specified; removing all temporary lines at the resumption of water service; trenching, placing, and maintaining fill over temporary mains at drives, walks, etc.; making connections to buildings; excavation and connection to existing mains and services;

cleaning, leakage testing, and disinfecting temporary lines; coordinating connections and shut-offs with the Owner; backfilling all trenches for the temporary water; site restoration; and for all other work and expenses incidental thereto.

Item No 827.33 – Trench Insulation

A. Method of Measurement: The quantity to be paid for under Item No. 827.33 shall be the actual number of linear feet.
B. Basis of Payment: Rigid insulation shall be paid for at the unit price as stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, tools, equipment, and other materials necessary to provide and install 2-inch rigid foam insulation including, excavation, dewatering, installation, bedding, backfill, compaction as directed by the Water District Engineer and all other work and expenses incidental thereto, except that work included for payment under other items.

Item No. 830.104 – Water Main Bridge Crossing, 16-inch Pre-Insulated

A. Method of Measurement: The quantity of pre-insulated water main to be paid for under Item No. 830.104 shall be the actual length in feet as measured along the center line of the pipe as laid including all fittings.
B. Basis of Payment: Installation of pre-insulated water main shall be paid for at the unit price per linear foot stated in the Bid Schedule. Said unit price shall be full compensation for furnishing all labor, materials, tools and equipment required to install the pre-insulated water main and related work complete to the limits shown on the Drawings and as specified and all its appurtenances in its entirety, including pre-insulated piping and fittings, casing spacers, seals, intermediate hanger supports, adjustable roller supports, insulation shields, and all required appurtenances, except for work included for payment under other items. Subbase, paving, pavement markings, and all other work related to construction of the bridge will be paid for under the MaineDOT general bid items.

END OF SECTION

SECTION 01340

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:
   1. Submit to the Water District Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturers' Certificates, Project Data, and Samples required by the Specification Sections.

B. Related Work Specified Elsewhere:
   1. Project Record Documents: Section 01720

1.2 SHOP DRAWINGS

A. Shop Drawings are required for each and every element of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.

B. Shop Drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, his subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.

C. The Contractor shall submit to the Water District Engineer one electronic copy of Shop Drawings and approved data. The Water District Engineer will distribute digital copies (for Owner's, Water District Engineer's and Field Representative's files) and the Contractor. It's the contractor's responsibility to distribution to subcontractors, suppliers and manufacturers. If the Contractor requires hardcopies, that shall be coordinated with the Water District's Engineer accordingly. All shop drawing comments will be summarized on the Submittal Review Form.

D. The Contractor shall provide a copy of the completed Submittal Certification Form (copy provided for Contractor's use at the end of this Specification Section) which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.
   1. Each shop drawing submittal shall include a complete copy of the relevant specification section markup up to reflect "compliance" or "deviation" on an item-by-item basis.

E. Shop Drawings shall be submitted as a complete package by specification section, unless otherwise reviewed and approved by the Water District Engineer. It is the intent that all information, materials and samples associated with each specification section be included as a single submittal for the Water District Engineer's review. Any deviation from this requirement, such as submitting miscellaneous metals

grouped by structure, shall be requested in writing with an anticipated shop drawing breakdown/schedule prior to any associated submittal.

F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

G. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.

I. All shop and working drawings shall be submitted to the Water District Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. Shop drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard sizes shall be: (a) 24 inches by 36 inches; (b) 11 inches by 17 inches, and (c) 11 inches by 8-1/2 inches. Provision shall be made in preparing the shop drawings to provide a binding margin on the left-hand side of the sheet. Shop drawings submitted other than as specified herein may be returned for resubmittal without being reviewed.

J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Water District Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Water District Engineer.

K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal. Shop Drawings that contain significant deviations that are not brought to the attention of the Water District Engineer may be subject to rejection.

L. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

M. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Water District Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Water District Engineer in the review of the first two submissions of each Shop

Drawing, will be reviewed and checked as deemed necessary by the Water District Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Water District Engineer's documentation of time and rates established for additional services in the Owner-Water District Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Water District Engineer in an accurate, complete, and timely fashion. Resubmittals for the sole purpose of providing written responses to review comments will not be considered a resubmittal counting towards the two-submission limit.

N. Shop Drawings that include drawings or other material that is illegible or too small may be returned without review.

1.3 SAMPLES

A. The Contractor shall submit samples when requested by the Water District Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.4 MANUFACTURER'S CERTIFICATES

A. Prior to accepting the installation, the Contractor shall submit manufacturer's certificates for each item specified.

B. Such manufacturer's certificates shall state that the equipment has been installed under either the continuous or periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative, and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction. All costs for meeting this requirement shall be included in the Contractor's bid price.

1.5 SUBMISSION REQUIREMENTS

A. Accompany submittals with transmittal letter, containing:
   1. Sequential Transmittal Number.
   2. Date.
   3. Project title and number.
   4. Contractor's name and address.
   5. The sequential shop drawing number (called the Water District Engineer’s Shop Drawing number) of each shop drawing, project data and sample submitted shall be:
      i. Water District Engineer’s shop drawing number shall start at 001 for the first shop drawing in the first transmittal and continue sequentially until the last shop drawing is submitted.
      ii. Resubmissions shall be denoted with a letter following the number. For example the first resubmission of Shop Drawing 001 shall be numbered 001A, a second resubmission of shop 001 shall be numbered 001B, and that sequence shall continue for any subsequent resubmissions.
      iii. O&M submittals shall be numbered with separate and unique Water District Engineer’s shop drawing numbers.
   6. The Contractor’s Shop Drawing number (if a different numbering system to the Water District Engineer’s number is used by the Contractor).

7. Notification of deviations from Contract Documents.
8. Other pertinent data.

B. A completed Submittal Certification Form shall be attached to each copy of each shop drawing and must include:
   1. Identification of deviations from Contract Documents.
   2. Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with Contract Documents.
   3. Where specified or when requested by the Water District Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
   4. Where specified, manufacturer's guarantee.

C. Requirements for Electronic Submittals:
   1. Each individual shop drawing or O&M submittal shall be contained in one PDF.
   2. The first page of the PDF shall be the Submittal Certification Form, which clearly identifies the submittal, specification section and shop drawing number. File names shall also identify the submittal contained in the PDF. Example file name: 02444-(Shop Drawing No.).pdf
   3. The electronic copy in PDF form shall be **exactly** as submitted in the hard copy, if applicable. Electronic copies in PDF form shall be submitted to designated file sharing site, electronic mail, or on a CD or DVD and shall accompany the hard copies.
   4. The electronic PDF shall include an electronic table of contents that is bookmarked for each section of the submittal.
   5. The electronic PDF shall be configured such that is fully searchable.
   6. PDF versions of 24x36 drawings shall be converted to 24 x 36 PDFs so as not to lose the clarity of the original drawing.
   7. Electronic submittals that are not submitted in accordance with the requirements stated above will not be reviewed by the Water District Engineer.

1.6 RESUBMISSION REQUIREMENTS

A. Revise initial drawings as required and resubmit as specified for initial submittal.

B. Indicate on drawings any changes which have been made other than those required by Water District Engineer. All renumbering of shop drawings, relabeling of individual pieces or assemblies or relocating of pieces or assemblies to other Drawings within the submittal shall be clearly brought to the attention of the Water District Engineer.

C. All resubmittals shall include a summary of the previous submittal review comments with the vendors' written response as to how the previous comments were addressed.

1.7 ENGINEER'S REVIEW

A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and

dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

B. The Water District Engineer's review comments will be summarized on a Submittal Review Form, which includes an action code. A description of each action code is provided below.

1. **No Exceptions Taken (Status 0 on shop drawing log)**. The shop drawing complies with the Contract Document requirements. No changes or further information are required. Where appropriate, the submittal review form will be used to alert the Contractor, Owner and Field personnel of remaining items within that specification section that still needs to be submitted.
2. **Make Corrections Indicated (Status 1 on shop drawing log)**. The shop drawing complies with the Contract Document requirements except for minor changes, as indicated. Resubmittal is not required unless it is specifically called for; however, Water District Engineer requires that all comments will be addressed by the Contractor, unless otherwise notified in writing prior to execution of the relevant work.
3. **Conditional to Remarks (Status 2 on shop drawing log)**. The shop drawing potentially complies with the Contract Document requirements, contingent upon satisfactory resolution of review comments. Remarks will explicitly list what information needs to be resubmitted. Resubmittal from the Contractor should include a cover letter or summary which indicates how each review comment has been addressed. This action code will not be used, or will be sparingly used, for electronic submittals.
4. **Revise and Resubmit (Status 3 on shop drawing log)**. The shop drawing does not comply with the Contract Document requirement as submitted, but may with changes indicated and/or submission of additional information. The entire package must be resubmitted with the necessary information and a cover letter which indicates how each review comment has been addressed and where to find the information in the resubmittal.
5. **Rejected (Status 4 on shop drawing log)**. The shop drawing does not comply with the Contract Document requirements, for the reasons indicated in the remarks, and is unacceptable.
6. **For Information Only (Status 5 on shop drawing log)**. The shop drawing review was informational only.
7. **In Review (Status 6 on shop drawing log)**. The shop drawing is currently under review.

SUBMITTAL CERTIFICATION FORM

PROJECT: _____ CONTRACTOR'S PROJ. NO: _____

CONTRACTOR: _____ ENGINEER'S PROJ. NO: _____

ENGINEER: _____

TRANSMITTAL NUMBER: _____ SHOP DRAWING NUMBER:_____

SPECIFICATION SECTION OR DRAWING NO: _____

DESCRIPTION: _____

MANUFACTURER:_____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with

☐ NO DEVIATIONS

or

☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS[a]:

_____
_____
_____
_____

By:_____ By:_____

Contractor[b]

Manufacturer[c]

Date: _____Date: _____

[a] Any deviations not brought to the attention of the Water District Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if so directed.

[b] Required on all submittals

[c] When required by specifications Page ___ of ___

General Contractor's Stamp

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART l - GENERAL

1.1 DESCRIPTION

A. Work Included:
   1. Keep accurate record documents for all additions, demolition, changes of material or equipment (from that shown on the Drawings), variations in work, and any other additions or revisions to the Contract (via Change Order, Work Change Directive, Field Order or Clarification).

B. Related Work Specified Elsewhere:
   1. Shop Drawings, Project Data, and Samples are specified in "General Conditions" and Section 01340, Submittals.

1.2 MAINTENANCE OF DOCUMENTS

A. Maintain at job site, one copy of:
   1. Contract Drawings
   2. Specifications
   3. Addenda
   4. Reviewed Shop Drawings
   5. Change Orders
   6. Any other modifications to the Contract
   7. Field Test Reports

B. Store documents in files and racks specifically identified for this use, that are apart from documents used for construction.

C. File documents in a logical manner indexed for easy reference.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by the Water District Engineer and Owner, and by the end of the project, transmit these documents to the Water District Engineer.

1.3 RECORDING

A. Label each document "PROJECT RECORD" in large high printed letters.

B. Keep record documents current and do not permanently conceal any work until required information has been recorded.

C. General Field Recording Issues:
   1. All ties should be taken from existing, permanent features such as utility poles, corners of buildings and hydrants. Porches, sheds or other house additions should be avoided for they could be torn down. A minimum of two swing ties shall be taken. Survey grade GPS coordinates are also acceptable.
   2. Stations should be recorded to the nearest foot.
   3. Inverts should be recorded to the nearest hundredth of a foot.
   4. Elevations should be recorded to the nearest hundredth of a foot.
   5. Building dimensions should be recorded to the nearest 1/4".

D. Project Record Drawings – Legibly mark Contract Drawings to record existing utilities and actual construction of all work, including but not limited to the following (where applicable):
   1. Existing Utilities
      a. Water mains and services, water main gate valves, sewer mains and services, storm drains, culverts, steam lines, gas lines, tanks and other existing utilities encountered during construction must be accurately located and shown on the Drawings. In congested areas supplemental drawings or enlargements may be required.
      b. Show any existing utilities encountered in plan and profile and properly labeled showing size, material and type of utility. Ties should be shown on plan. Utility should be drawn to scale in section (horizontally and vertically) and an elevation should be called out to the nearest hundredth of a foot.
      c. When existing utility lines are broken and repaired, ties should be taken to these locations.
      d. If existing water lines are replaced or relocated, document the area involved and pipe materials, size, etc. in a note, and with ties.
   2. Water Mains and Force Mains
      a. Show ties to the location of all valves, bends (horizontal and vertical), tees and other fittings. The use of thrust blocks should be recorded.
      b. Revise elevations indicated on the Drawings to reflect actual construction.
   3. House Services
      a. Draw all house services (even to empty lots) on plan, and show ties.
   4. Ledge
      a. Ledge profiles should be shown. Note whether the plotted ledge profile reflects undisturbed or expanded conditions.
   5. Roads
      a. Show centerline road profile and level spot elevations.
      b. Show pavement widths.
      c. On road cross sections, show the pavement cross slope.
      d. Show any deviations from the design plans.
   6. Utilities
      a. When encountered, additional utilities (e.g., gas, cable, telephone, fiber optic, etc.) shall be indicated on the Record Drawings.
7. Specifications and Addenda - Legibly mark up each section to record:
   a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
   b. Changes made by Change Order, Field Order, or other method.

1.4 SUBMITTALS

A. At the completion of the project, deliver record documents to the Water District Engineer.
B. Accompany submittal with transmittal letter, in duplicate, containing:
   1. Date, project title and number.
   2. Contractor's name and address.
   3. Title and number of each record document with certification that each

document is completed and accurate.

4. Signature of Contractor, or his authorized representative.

C. Failure to supply all information on the Project Record Drawings as specified in Part 1.3 may result in additional retainage from monthly partial payment requests, and in non-approval of final payments of the Contract and/or if contract time (as specified in accordance with the Standard General Conditions of the Construction Contract) has elapsed, this shall be grounds for the enactment of the liquidated damages as specified.

END OF SECTION

SECTION 02614

PRE-INSULATED WATER MAIN

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements..

1.2 DESCRIPTION

A. Work Included: Furnish and install pre-insulated pipe system and accessories where shown on the Drawings.

B. Related work specified elsewhere (when applicable):

1. Carrier pipe materials are specified elsewhere.

1.3 QUALITY ASSURANCE

A. Provide pipe and fittings manufactured in America.

B. Acceptable Manufacturers:

1. Urecon, Ltd.
2. Or approved equal meeting all requirements of Part 2 of this Section.

C. Manufacturer shall submit shop drawings for approval.

1. Shop drawings shall show jacket system, insulation, end seals, joint kits, etc.
2. The entire system shall be factory engineered.
3. The product shall be manufactured in accordance with ISO 9001-2000 Standards or approved equal.

D. A representative of the manufacturer shall be present for all critical periods.

1. Critical periods shall include but not be limited to:
   a. Inspection of materials for damages after receipt at jobsite.
   b. Supervision of joint assembly.
   c. Supervision of hydrostatic testing.
   d. Other supervision as required to provide a complete integral system.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements..

2.2 MATERIALS

A. Core Pipe

1. 16-inch Water Main - Ductile Iron Restrained Joint Pipe is detailed in Specification Section 02615.

B. Insulation

1. Material: rigid polyurethane foam, factory applied.
2. Thickness: 3 in. minimum or as required.

3. Density: (ASTM D 1622)2.2 to 3.0 lbs/ft^3.
4. Closed cell content: (ASTM D 2856) 90%, minimum.
5. Water absorption: (ASTM D 2842) 4.0% by volume.
6. Thermal conductivity: (ASTM C518) 0.14 to 0.17 Btu• in/ft^2•hr•^{0}F.

C. Outer Jacket
1. 18-gauge, hot-dipped galvanized steel, spiral lock seam jacket.
2. Jacket outer diameter shall be 22-inches minimum for 16-inch ductile iron water main and as recommended by the manufacturer for water service pipe.

D. Insulation Kits for Fittings
1. Insulation kits for fittings shall consist of rigid polyisocyanurate or urethane foam insulation complete with a thin elastomeric coating on the outside surfaces for strength during transit and installation, and fabricated galvanized steel or aluminum outer protective jacket consistent with that on the factory insulated pipe. All kits to be supplied complete with stainless steel bands, band-it clips, and screws to suit.

E. Pipe Spacers
1. Pipe spacers for use between the insulated jacket and bridge abutment casing pipe shall be a two-piece 14-gauge T-304 stainless steel assembly with stainless steel bolts. Assembly shall be the restrained positioning type. The runners shall be an ultra-high molecular weight polymer with a maximum coefficient of friction 0.12. The assembly shell liner shall be 0.090" (2.3 mm) ribbed PVC with 85-90 durometer. Spacer assembly shall be as manufactured by Cascade Waterworks MFG. Co. or approved equal.

F. Insulation Shields
1. All insulated pipe shall be furnished with a pipe insulation shield at each pipe support location as specified herein.
2. Insulation shields shall be constructed of 12-gauge carbon steel and have a lay length of 24-inches. Insulation shields shall be hot dipped galvanized.
3. Acceptable Manufacturers:
   a. NEFCO FIG. N167
   b. Anvil International, Inc
   c. Carpenter & Paterson Inc
   d. Or Equal

G. Roller Assemblies
1. Insulated pipe shall be supported with adjustable double roller guides for supporting and guiding pipe where longitudinal movement and vertical adjustments are required.
2. Roller assemblies shall be of cast iron and conform to Federal Specification WW-H-171E and A-A-1192A, Type 42 and Manufacturers Standardization Society ANSI/MSS SP-69 and SP-58, Type 41. Roller assemblies shall be hot dipped galvanized.
3. Assembly shall consist of two threaded support rods with 1.5-inch diameter and 12 HN hex nuts. Threaded support rods shall be hot dipped galvanized.
4. Acceptable Manufactures:
   a. Eaton B-Line Series
   b. Or Equal

PART 3 - EXECUTION

3.1 INSTALLATION

A. All pre-insulated piping shall be installed per the manufacturer's recommendations.

B. Bridge crossing water main pipe section shall be pressure tested and disinfected in accordance with Specification Section 02675 - Cleaning, Testing and Disinfection of Water Mains.

END OF SECTION

SECTION 02615

DUCTILE IRON PIPE & FITTINGS FOR POTABLE WATER

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Provide and install ductile iron pipe and fittings of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. Standards (As Applicable):
   1. Cement-mortar lining for water: ANSI A2l.4 (AWWA C104).
   2. Rubber gasket joints: ANSI A2l.ll (AWWA C111).
   3. Ductile iron pipe thickness: ANSI A2l.50 (AWWA C150).
   4. Ductile iron pipe centrifugally cast in metal or sand lined molds: ANSI A2l.5l (AWWA C151).
   5. Pipe flanges and fittings: ANSI Bl6.l and ANSI A21.10 (AWWA C110).
   6. Threaded, flanged pipe: ANSI A21.15 (AWWA C115).
   7. Cast and ductile iron fittings: ANSI A2l.l0 (AWWA C110).
   8. Ductile iron compact fittings: ANSI 21.53 (AWWA C153).
   9. External zinc-based coating: ISO 8179-1.

B. Acceptable Manufacturers for Pipe (all pipe and fittings shall be manufactured in the US or Canada):
   1. American
   2. Or approved equal.

C. Acceptable Manufacturers for Fittings:
   1. Tyler Union Foundry, Tyler, TX
   2. Or approved equal

1.4 DELIVERY, STORAGE & HANDLING

A. Exercise extra care when handling ductile iron pipe because it is comparatively brittle.

B. Exercise extra care when handling cement lined pipe because damage to the lining will render it unfit for use.

C. Protect the spherical spigot ends and the plain ends of all pipe during shipment by wood lagging securely fastened in place.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 PIPE MATERIALS

A. General:

1. All exterior (buried) ductile iron pipe shall have push-on or mechanical joints unless otherwise specified or shown on the Drawings. Pipe within valve pits and other structures is considered interior pipe and shall be flanged.
2. All exterior pre-insulated bridge crossing pipe shall be restrained joint DI having similar bell diameter as push on pipe to minimize required insulation diameter. Restrained joint bridge crossing pipe shall be TR-Flex, or approved equal.
3. Unless otherwise shown on the Drawings or in the pipe schedule, the minimum thickness of ductile iron pipe shall be:
   a. For pipe 4 inches in diameter and smaller: Class 5l
   b. For pipe 6 inches in diameter and larger: Class 52
      Pipe with flanges: Class 53
4. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
5. Pipe shall be double thickness cement lined and seal coated unless noted otherwise on the Drawings, and except for air piping lines which shall be completely unlined.
6. Pipe shall be provided in 20-foot sections to accommodate hanger assemblies. **All bridge crossing pipe shall be full length 20'-0" nominal length to match required pipe hanger locations.** Shorter pipeline lengths will not be allowed without written authorization of the Engineer and detailed redesign of the bridge hanger locations.
7. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the manufacturer of the couplings.
8. Factory applied bituminous coatings (in accordance with AWWA C151) shall be furnished on the exterior of all underground piping unless specified otherwise.
9. The outside of pipe within structures and exposed shall not be coated with bituminous coating but shall be thoroughly cleaned and given one shop coat of Intertol Rustinhibitive Primer 621 by Koppers Co.; Multiprime by PPG Industries; Chromox 13R50 Primer made by Mobil Chemical Co.; or equivalent.

B. Coatings:

1. Coatings shall be furnished on the exterior of all underground piping as follows unless specified otherwise.
   a. Initial layer of arc-applied, zinc metallic coating (in accordance with ISO 8179-1), having a mass of 200 g/m^2. Pipe shall include the word 'zinc' in the pipe markings or label required by AWWA C151.
   b. Finish layer of factory applied bituminous coatings (in accordance with AWWA C151) shall be furnished on the exterior of all underground piping unless specified otherwise.

2. The outside of pipe within manholes and exposed shall be coated with bituminous coating.

C. Joints (as shown on Drawings or as specified):

a. Push-on and Mechanical Joint:

i. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.

ii. Provide gaskets manufactured from a composition material suitable for exposure to the fluid to be contained within the pipe. On high temperature applications such as air lines, the gaskets shall be suitable for service from 40 °F to 250°F.

iii. Bolts and nuts for buried mechanical joints shall meet the AWWA C-111 requirements and be made of high strength, low alloy steel.

b. Restrained Joint:

i. TR Flex push on pipe with integral bell slots for locking segment retainers.

ii. Working pressure equal to equivalent push-on pipe.

iii. Joint assembly per manufacturer's recommendations.

c. Push-on Joint Restrained Gaskets:

i. Gaskets designed to match profiles of supplied push-on pipe joints.

ii. Stainless steel locking segments vulcanized into the gasket to grip the pipe to prevent joint separation.

iii. Boltless integrated restraining system rated to 350 psi in accordance with the requirements of ANSI/AWWA c111/A21.11.

iv. Acceptable Manufacturers:

1. Fast-Grip by American
2. Field Loc 350 by US Pipe
3. Sure Stop 350 by McWane

d. Flanged:

i. Provide specially drilled flanges when required for connection to existing piping or special equipment.

ii. Flanges shall be long-hub screwed tightly on pipe by machine at the foundry prior to facing and drilling.

iii. Gaskets:

(1) Ring type of rubber with cloth insertion.
(2) Thickness of gaskets l2 inches in diameter and smaller: l/l6 inch.
(3) Thickness of gaskets larger than l2 inches in diameter: 3/32 inch.

iv. Fasteners:

(1) Make joints with bolt, studs with a nut on each end, or one tapped flanged with a stud and nut.
(2) The number and size of bolts shall meet the requirements of the applicable ANSI standard.
(3) Nuts, bolts, and studs shall be Grade B meeting the requirements of ASTM A307.
(4) After jointing, coat entire joint with bituminous material compatible with pipe coating.

v. When applicable, provide and install flange clamps as shown on the Drawings.

e. Joint Bracing:

i. Provide joint bracing to prevent the piping from pulling apart under pressure as required and as shown on the Drawings.
ii. Types of bracing:
  i. Use in conjunction with mechanical joint fittings.
  ii. The joint restraint ring and its wedging components shall be made of ductile iron conforming to ASTM A536-80.
  iii. Dimensions of the restrainer must allow use with standard M.J. bell conforming to AWWA C111 and AWWA C153.
  iv. Restrainer must restrain up to 350 psi of working pressure in 3-inch to 16-inch sizes and 250 psi of working pressure in 18-inch to 48-inch sizes with a 2:1 safety factor.
  v. Torque limiting twist off nuts shall be used to ensure proper actuation of the restraining wedges (used on i,ii,iii,v,vi below).
iii. Acceptable Manufacturers
  i. EBBA Mega Lug
  ii. Romac Grip Ring
  iii. Romac Romagrip

2.3 FITTINGS

A. Standard Fittings:
  1. Material shall be ASTM A536 latest, grade 70-50-05, in accordance with AWWA C110 (latest revision) for fittings larger than 24" and C153 (latest revision) for fittings 3" thru 24"
  2. Pressure rating of 350 psi for D.I. compact fittings and 250 psi for all others unless indicated otherwise on the Drawings or as specified.
  3. Joints the same as the pipe with which they are used or as shown on the Drawings.
  4. Fittings shall be cement line AWWA C104 (latest revision) or fusion bonded epoxy coated with a 5-mil nominal thickness per AWWA C550 and C116.
  5. Interior seal coated AWWA C104 with minimum of 4 mils dry film thickness.
  6. Exterior bituminous coated, 4 mils minimum dry film thickness or fusion bonded epoxy coated with 5-mil nominal thickness per AWWA C550 and C116.
  7. The "compact design" fittings must provide adequate space for the MJ joint and accessories to be installed without special tools (i.e. Lowell wrench can be used).

PART 3 - EXECUTION

3.1 INSPECTION

A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.
B. Carefully inspect all materials at the time of delivery and just prior to installation.
C. Carefully inspect all pipe and fittings for:
  1. Defects, such as weak structural components, that adversely affect the execution and quality of work.
  2. Deviations beyond allowable tolerances for pipe clearances.
D. Immediately remove all rejected materials from the project site.

3.2 INSTALLATION

A. General:
   1. Install in strict accordance with the pipe and fitting manufacturer's instructions and recommendations and as specified or as shown on the Drawings.
   2. Concrete thrust blocks or other acceptable thrust resistant system is required at all fittings on pressure pipe. Where thrust blocks are used, these shall be placed against undisturbed soil or screened gravel compacted to 95 percent and shall be placed so that the joints are accessible for repairs.

B. Assembling Joints:
   1. Push-on Joints:
      a. Insert the gasket into the groove of the bell.
      b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
      c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.
   2. Bolted Joints:
      a. Remove rust preventive coatings from machined surfaces prior to assembly.
      b. Thoroughly clean and carefully smooth all burrs and other defects from pipe ends, sockets, sleeves, housings and gaskets.
      c. After jointing coat all bolts with bituminous material compatible with the pipe coating required herein.
   3. Restrained Joints:
      a. Insert the gasket into the groove of the bell.
      b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
      c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.
      d. Insert locking segments and rotate clockwise around the pipe.
      e. Hold the segments apart and wedge the rubber retainer into the slot between the locking segments.
      f. Extend the joint to remove the slack in the locking segment cavity.
      g. Set the joint deflection as required. Joint deflection shall be kept below 75% of manufacturer’s maximum published deflection.
   4. Flanged Joints:
      a. Insert the nuts and bolts (or studs), finger tighten, and progressively tighten diametrically opposite bolts uniformly around the flange to the proper tension.
      b. Execute care when tightening joints to prevent undue strain upon valves, pumps, and other equipment.
   5. Mechanical Joints:
      a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
      b. Lubricate the gasket, bell, and spigot by washing with soapy water.
      c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
      d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.

e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.

f. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
   (1) Range or Torque: 60-90 ft.-lbs.
   (2) Length of Wrench: l0 inches.

g. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean, and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.

6. Bell and Spigot Joints:
   a. Thoroughly clean the bell and spigots and remove excess tar and other obstructions.
   b. Insert the spigot firmly into place and hold securely until the joint has been properly completed.

C. Fabrication:
1. Tapped Connections:
   a. Make all tapped connections as shown on the Drawings or as required by the Engineer.
   b. Make all connections watertight and of adequate strength to prevent pullout.
   c. Drill and tap normal to the longitudinal axis of the pipe.
   d. Taps in fittings shall be located where indicated by the manufacturer for that particular type of fitting.
   e. The maximum sizes of taps in pipes and fittings without busses shall not exceed the sizes listed in the appendix of ANSI A2l.5l based on 2 full threads for ductile iron and 3 full threads for cast iron.
2. Cutting:
   a. Perform all cutting as set forth in AWWA C600.
   b. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.

D. Pipe Deflection:
1. Push-on and Mechanical Joints:
   a. The maximum permissible deflection of alignment at joints shall be limited to 75% of that given in AWWA C600.
2. Flexible Joints:
   a. The maximum deflection in any direction shall not exceed the manufacturer's instructions and recommendations.

END OF SECTION

SECTION 02616

DUCTILE IRON MAIN ANTI-CORROSION POLYETHYLENE ENCASEMENT (POLYWRAP)

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish all materials and install polyethylene encasement (polywrap) of ductile iron water and sewer main for all ductile iron main, valves and fittings and as specified herein.

B. Related Work Specified Elsewhere: Ductile Iron pipe and fittings, trench excavation, valves.

1.3 QUALITY ASSURANCE

A. A competent laboratory must be maintained by the manufacturer of the polywrap at the point of manufacture to insure quality control.

B. During all periods of shipment and storage, the fabric shall be wrapped in a heavy duty protective covering to protect the fabric from direct sunlight, ultraviolet rays, and temperatures greater than 140ºF, mud, dirt, dust and debris.

1.4 SUBMITTALS

A. Manufacturer shall furnish certified test reports with each shipment of material attesting that the polywrap meets the requirements of this Specification.

B. Contractor shall submit product information they intend to use and the installation method they intend to employ.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. **Linear low density polyethylene (LLDPE)** Polyethylene encasement protection wrap for ductile iron pipe. 8 mil thickness. Tubes or sheets

TABLE 1

Geotextile Mechanical Property	Test Method	Minimum Permissible Value
Tensile Strength (both directions)	ASTM D882	3600 psi
Elongation	ASTM D882	800 percent

Geotextile Mechanical Property	Test Method	Minimum Permissible Value
Dielectric Strength	ASTM D149	800 V/mil
Impact Resistance	ASTM D1709-B	600 g
Propagation Tear Resistance Strength	ASTM D1922	2550 gf

B. Polywrap shall meet all requirements of ANSI/AWWA C105/A21.5
C. Polywrap shall consist of 3 layers of co-extruded linear low density polyethylene fused into a single layer, minimum 8 Mil thickness.
D. Inside surface of Polywrap shall be infused with an antimicrobial compound to mitigate microbiologically induced corrosion (MIC) and a volatile corrosion inhibitor to control galvanic corrosion.
E. The polywrap shall meet or exceed the minimum values stated above as determined by the most recent test methods specified above. The product must be marked with the specification conformance, applicable pipe sizes and the words “corrosion protection”.

PART 3 - EXECUTION

3.1 DUCTILE IRON PIPE AND FITTINGS

A. Installation of the polywrap shall be done in accordance with one of the three recommended methods as outlined in ANSI/AWWA C105/A21.5. Methods A and B use polyethylene tubes, and method C uses polyethylene sheets.
B. Method A uses one length of polyethylene tube, overlapped at the joints, for each length of pipe. A minimum of 2’ overlap shall be used. The polyethylene wrap shall be cut approximately 2 feet longer than that of the pipe section. After assembling the pipe joint, the polyethylene shall be overlapped approximately one (1) ft. and at all joints sealed with approved adhesive tape. Additional taping shall be used at 3 foot (3') intervals along the pipe. Any rips, punctures or other damage to the polyethylene shall be repaired immediately with adhesive tape. All copper service connections shall be wrapped for a distance of 3 feet from the centerline of the main. Before installing the polyethylene wrap, the exterior of the pipe shall be free of foreign material.
C. Method B uses a length of polyethylene tube for the barrel of the pipe and a separate length of polyethylene tube or sheet for the joints. The national standard does not recommend Method B for bolted-type joints unless an additional layer of polyethylene is provided over the joint area as in Methods A and C. If this method is chosen an additional layer of polyethylene will be provided over the joint area.
D. In Method C, each section of pipe is completely wrapped with a flat polyethylene sheet.

3.2 JOINTS, VALVES, APPURTENANCES AND TAPS

A. All ductile iron pipe, fitting and valves will be wrapped in accordance with C105/A21.5.

B. Pipe-shaped appurtenances: bends, reducers, offsets, and other pipe-shaped appurtenances in shall be covered in the same manner as the pipe.

C. Odd-shaped appurtenances: Wrap odd-shaped appurtenances such as valves, tees, and crosses with a flat sheet or split length of polyethylene tube by passing the sheet under and then over the appurtenance and bringing it together around the body of the appurtenance. Make seams by bringing the edges of the polyethylene together, folding over twice, and taping them down.

D. Joints: Overlap joints as in normal installation; then tape the polyethylene securely in place at valve stems and other penetrations. When bolted-type joints are used, care should always be taken to prevent bolts or other sharp edges of the joint configuration from penetrating the wrap.

E. Branches, blow offs, air valves: To provide openings for branches, blow-offs, air valves, and similar appurtenances, make an X-shaped cut in the polyethylene and temporarily fold back the film. After installing the appurtenance, tape the slack securely to the appurtenance and repair the cut and any other damaged areas in the polyethylene with tape.

F. Service taps: Wrap a minimum of two layers of polyethylene adhesive tape completely around the pipe to cover the area where the tapping machine and chain will be mounted. Then install the corporation stop directly through the tape and polyethylene. After the tap is made, inspect the entire circumferential area for damage and make any necessary repairs.

G. Hydrants: Do not wrap hydrants that do not have drain port plugs installed. Tape the polyethylene securely in place on the hydrant branch after the valve, before reaching the hydrant.

3.3 GENERAL

A. Quality of installation is more important than the actual sequence followed.

B. Polyethylene shall not be stored in the sun.

C. When lifting polyethylene-encased pipe with a crane, use a synthetic sewn “sling” or padded wire rope sling to protect the polyethylene.

D. Remove all lumps of clay, mud, cinders, etc., on the pipe surface before encasing the pipe.

E. Prevent soil or bedding material from becoming trapped between the pipe and the polyethylene.

F. When installing polyethylene encasement below the water table or in areas subject to tidal action, seal as thoroughly as possible both ends of each polyethylene tube with polyethylene adhesive tape or plastic tie straps at the joint overlap. Additionally, place circumferential wraps of tape or plastic tie straps at two-foot intervals along the barrel of the pipe to help minimize the space between the polyethylene and the pipe.

END OF SECTION

SECTION 02617

PIPE BOARD INSULATION

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Provide and apply insulation to buried water line piping as shown in the contract Drawings and specified herein.

1.3 REFERENCES

A. ASTM C272 - Test Method for Water Absorption of Core Materials for Structural Sandwich Construction.
B. ASTM C518 - Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter.
C. ASTM D1621 - Test Method for Compressive Properties of Rigid Cellular Plastics.

1.4 SUBMITTALS

A. Submit product data under provision of Division 1.
B. Submit manufacturer's installation instructions.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to project site in manufacturer's original unopened packaging.
B. Identify contents, manufacture, brand name, thermal values, and applicable standards.
C. Store materials in area protected from weather, and moisture.
D. Remove damaged materials from site.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MANUFACTURERS

A. Rigid Pipe Insulation
    1. Dow Chemical Company – Styrofoam Highload 40
    2. Certifoam 40
    3. Or equivalent

2.3 RIGID PIPE INSULATION

A. Insulation: Closed cell polystyrene foam board
   1. Standard Two Foot Width.
   2. Aged "R" Value - "R" = 5.0 per inch, ASTM C518.
   3. Water Absorption - 0.1 percent, ASTM C272.
   4. Water Vapor Permeance - 1.0 perm (max) ASTM E96
   5. Compressive Strength - 40 pounds per square inch, ASTM D1621.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Lay rigid pipe insulation where depth of mainline cover is less than 5 feet, where vertical separation to culvert or storm drain is less than 24 inches, or where indicated on plans, directly on sand, tightly butting each sheet of insulation against adjacent sheet.

B. Lay rigid pipe insulation where depth of service line is less than 4 feet 6 inches in unplowed areas and 5 feet in plowed areas, or where vertical separation to culvert or storm drain is less than 24 inches, directly on sand, tightly butting each sheet of insulation against adjacent sheet.

END OF SECTION

SECTION 02620

TEMPORARY WATER MAIN

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish, install and test all fused high density polyethylene (HDPE) or polyvinylchloride (PVC) temporary water pipe, pipe fittings and services and appurtenances of the type(s) and size(s) and in the location(s) as shown on the Drawings and as herein specified.

B. Related Work Specified Elsewhere:

1. Cleaning, Testing, and Disinfection is specified in Specification Section 02675.

1.3 PROJECT CONDITIONS

A. The work includes the installation of a temporary water main in order to by-pass an existing water distribution system main that is to be rehabilitated or removed and replaced. The temporary water main will provide potable water service to the existing customers and hydrants in the project area.

B. The water distribution system experiences water pressures of approximately 100-110 psi in this area of the distribution system.

C. The Contractor shall obtain approval from the Brunswick Fire Department for the proposed plan prior to proceeding.

D. The Contractor shall coordinate with the Water District before making the connection of the temporary water main to the existing water distribution system.

E. Temporary water mains shall not be installed or in operation between October 15 and April 15.

1.4 SUBMITTALS

A. Temporary Bypass Plans shall be submitted to Engineer for review and approval prior to installation. Bypass plans shall include and consider the following:

1. Proposed schedule for installing, testing, disinfecting, operating, and removing the temporary bypass.
2. All components of the bypass shall be for potable water transmission and distribution with a minimum pressure rating of 150 psi. All plastic pipe or hose shall be designated or certified for potable/residential water use and must meet NSF/ANSI Standard 61 Certification.
3. Details of the materials, size, and location of temporary facilities including bypass mains, valves, connections, laterals, services, and fire hydrants.
4. Bypass mains shall be laid outside of the traveled and access ways whenever possible and trenched when crossing roadways. Temporary mains shall be ramped when crossing driveways. All services shall be ramped or trenched.

5. All plans shall include provision of twenty-four/seven contact information for operation and maintenance of the bypass system.
6. Pressure testing and disinfection testing shall comply with the requirements the applicable AWWA Standards and of Section 02675 prior to placing temporary water main into service.
7. All work shall be coordinated with the Engineer and the Brunswick Fire Department and no construction activity shall commence without a minimum of 48 hours advance notice to each department.
8. Isolation valves shall be included in the bypass system at maximum 500 foot intervals.
9. Bypass pipe ends shall have blow-off taps to allow for flushing and water quality inspections.

1.5 QUALITY ASSURANCE

A. Provide pipe and fittings manufactured by a single manufacturer.
B. Pressure rating or pressure class of pipe as detailed herein.
C. Standards:
   1. ASTM D l248 Polyethylene Plastics Molding and Extrusion Materials.
   2. ASTM D l505 Density of Plastics by the Density Gradient Technique.
   3. ASTM D l693 Environmental Stress Cracking of Ethylene Plastics.
   4. ASTM D 4703 Preparation of Compression Molded Polyethylene Test Samples.
   5. ASTM D 1784 - Rigid Polyvinyl Chloride (PVC) Compounds and Chlorinated Polyvinyl Chloride (PVC) Compounds.
   6. ASTM D 2241 - PVC Pressure Rated Pipe (SDR Series).
   7. ASTM D 3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
   8. NSF/ANSI 61 – Drinking Water System Components – Health Effects
D. Acceptable Manufacturers:
   1. Performance Pipe
   2. Isco
   3. Ryerson & Son, Inc. "Mono-Line"
   4. Dupont, "Aldyl-D"
   5. Sheldon "Sclairpipe"
   6. Certainteed Yelomine PVC
   7. Or approved equal.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Polyethylene Pipe:
   1. The pipe shall be obtained by polymerization of no less than 85% ethylene and no less than 95% of total olefins by weight.

2. The polyethylene resin shall be classified as a Type III, Class C, Category 3. Nominal density shall be 0.94l to 0.959.
3. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black, well dispersed in a concentration of not less than 2%.
4. The polyethylene resin compound shall have a resistance to environmental stress cracking as determined by procedure detailed in ASTM D l693 with sample preparation by procedure C of ASTM D l928 of not less than 40 hours.
5. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
6. Polyethylene fittings shall have the same pressure rating as the pipe itself.
7. Adaptors: When applicable, provide adaptors for connecting polyethylene pipe to pipes constructed from other materials. All flanges shall have metal backing rings.
8. Pipe pressure rating shall be 150 psi (SDR-11) minimum.

B. Polyvinyl Chloride (PVC) Pipe:
1. PVC pipe shall be made from Type 1, Grade 1, 2000 psi design stress, Class 12454-B formulation Polyvinyl Chloride.
2. PVC formulation shall contain impact modifiers and ultraviolet inhibitors for use in above-ground temporary applications.
3. Pipe pressure rating shall be 150 psi (SDR-18) minimum.

C. Service Corporations: Provide corporation and service saddle for all services as required.

D. Water Main Valves: Provide gate valves at the connection to the distribution system and every 500 feet of installed temporary water main.

2.3 FABRICATION

A. Polyethylene Pipe:
1. Thermal Butt-Fusion:
a. Join the pipe to itself, or to the polyethylene fittings or to the flange connections by means of thermal butt-fusion.
b. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
c. The polyethylene fittings and flanged connections to be joined by thermal butt-fusion shall be from the same type, grade and class of polyethylene compound as the polyethylene pipe unless otherwise approved.
d. Joint strength must be equal to that of the adjacent pipe.
2. Mechanical Connections: The mechanical connections of the polyethylene pipe to auxiliary equipment shall be in accordance with the pipe suppliers written instructions.

B. Polyvinyl Chloride (PVC) Pipe:
1. Fittings shall be supplied with Teflon coated "O"-ring to minimize assembly and disassembly effort required to install, remove and reinstall the system.
2. Mechanical Connections: The mechanical connections of the PVC pipe to auxiliary equipment shall be in accordance with the pipe suppliers written instructions.

C. Services:

1. Services shall be polyethylene pipe or hose that are NSF/ANSI 61 Certified.
2. Minimum services size shall be 1-inch. Larger services may be required for non-residential uses. Engineer shall determine minimum service size.

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY MAIN

A. Temporary water mains shall be placed in a manner that protects the pipeline from traffic, vandalism, etc. Pipeline shall be laid along edge of roadways or in curblines whenever possible.

B. Water mains shall be protected at all driveway entrances and curb cuts by the use of gravel, temporary pavement, or steel access ramps. In lieu of access ramps, in areas that will have new pavement, a shallow trench may be cut to allow the shallow burial of the temporary main. If trenching is used, trenches shall be sawcut, refilled with compacted gravel and repaved with trench pavement prior to final paving.

C. Storm drain lines may be utilized for road crossings where applicable to avoid trenching temporary lines across the road.

D. Main line valves shall be provided at a maximum spacing of no greater than 500 feet.

E. Temporary main shall be maintained in working order until such a time that all of the structures are being served by the new main. If the temporary main fails, the CONTRACTOR shall restore the main within 12 hours. No temporary watermains or temporary water services shall be installed or operated during freezing weather. Temporary pipes already in use shall be removed or drained and existing services restored when so directed by the Engineer.

3.2 INSTALLATION OF SERVICES

A. The Contractor shall provide written notices to all affected property owners a minimum of 24 hours prior to any disruption of water service as a result of the temporary by-pass.

B. All services tapped to the temporary main will have a shutoff at the main to allow isolation of the individual service.

C. Residential services may be back-fed through an external hose bib if available. If a hose bib is utilized, Contractor shall coordinate with the Owner to shutoff the existing feed to the structure at the meter or at the existing curbstop if access to meter is not available to prevent back-feeding the old main and shall confirm that the connection properly services the entire structure.

D. Pressure reducing valves shall be installed at the hose-bib connection if distribution pressures are greater than 80 psi.

E. For services where no external hose bib or other connection is available or larger than residential flows are required, the Contractor shall excavate the existing building service and connect the service to the temporary main with the appropriate size piping.

F. For fire protection (sprinkler) services, the Contractor shall coordinate with the Building Owner and Fire Department for service size and sprinkler service connection requirements. Contractor shall not connect sprinkler services without express written permission of the Building Owner.

G. Temporary services shall be maintained in working order until such a time that all of

the structures are being served by the new main. If a temporary service fails, the CONTRACTOR shall restore the main within 12 hours.

3.3 HYDRANTS

A. When a hydrant is removed from service, a temporary hydrant shall be installed and maintained.

B. Hydrants that are out of service during construction operations shall be bagged and clearly marked with a "HYDRANT OUT OF SERVICE" tag.

C. The Brunswick Fire Department shall be informed of any hydrants taken out of service.

3.4 CLEANING AND TESTING

A. Temporary water main shall be flushed, pressure tested and disinfected in accordance with Specification Section 02675 prior to being placed in service

END OF SECTION

SECTION 02626

COPPER SERVICE PIPE & FITTINGS (BURIED APPLICATIONS)

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install copper pipe of the type and size and in the locations shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. Seamless copper water tube, ASTM B88.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Pipe use:
   1. Domestic Water (buried exterior).
      a. Type K, soft annealed.

B. Fittings:
   1. Buried Fittings: “Lead free” compression fittings in compliance with NSF 61 Annex G and Safe Drinking Water Act Section 1417 with BUNA-N gasket. Lead free fittings shall contain less than 0.25% lead on a weighted average, and installed using flux and solder containing not more than 0.2% lead.
   2. Acceptable manufacturer: Weiland Copper Products, LLC, Pine Hill, NC or Equal

PART 3 - EXECUTION

3.1 INSTALLATION

A. Jointing
   1. Packed on compression joints or quick connection joints
      a. Cut pipe squarely.
      b. Ream or file pipe to remove burrs.
      c. Seat pipe in fittings and tighten nut.
      d. Rounding out copper tubing as needed.
   2. Adapters: Use as required to connect to existing services.

B. Bending Pipe
   1. Bend pipe by the method and to the radius to comply with the manufacturer's recommendations.
   2. Bend pipe with suitable tools to provide smooth bend free of any cracks or buckles.
   3. Provide "goose neck" in new services as shown on Drawings.

END OF SECTION

SECTION 02627

POLYETHYLENE SERVICE PIPE AND FITTINGS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install polyethylene pipe of the type and size and in the locations shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. AWWA C901 (latest revision)
B. ASTM D3350 and D2737 (latest revision)
C. Service Brass: AWWA C-800 (latest revision)
D. NSF-certified

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Pipe use: Domestic Water (buried exterior).
B. Copper tubing size (CTS).
C. Minimum working pressure 200 psi.
D. Fittings:
    1. Buried Fittings: Waterworks brass, compression packed joint (CPPJ) fittings with beveled BUNA-N gaskets for a water tight seal.
    2. Acceptable manufacturer:
        a. Mueller Company
        b. Ford
        c. or equal
    3. Insert stiffeners required.
    4. All brass fittings shall be “lead free”.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Jointing
    1. Packed on compression joints
        a. Cut pipe squarely.
        b. Ream or file pipe to remove burrs.

c. Seat pipe in fittings and tighten nut.

2. Adapters: Use as required to connect to existing services.

B. Bending Pipe

1. Bend pipe by the method and to the radius to comply with the manufacturer's recommendations.
2. Bend pipe with suitable tools to provide smooth bend free of any cracks or buckles.
3. Provide "goose neck" in new services as shown on Drawings.

END OF SECTION

SECTION 02639

INSERTION VALVES

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish, install and test gate valves of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified.

1.3 QUALITY ASSURANCE

A. All insertion valves of same type and style shall be manufactured by one manufacturer in the US.

B. Acceptable Manufacturer
   1. EZ Valve by AVT
   2. or approved equivalent

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Valve Assembly:
   1. Valve Body- Cast iron (ASTM A126, C1B), coated inside and out with fusion bonded epoxy meeting AWWA C213.
   2. Valve Insert- Ductile iron casting coated with SBR rubber compound. Insert shall seal inside diameter of the water main and the sleeve neck.
   3. Stem and Nut- Manganese bronze, AWWA C-500-80 section 3.12
   4. Gasket - flange valve gasket is made of SBR rubber (ASTM D2000 3 BA 715). The gasket shall act as a sealing interface between the valve flange and the sleeve flange
   5. Bolting - Type 304 stainless steel
   6. Operation
      a. Buried valves - 2 inch square nut, cast iron, ASTM A126, C1B
      b. Opening Direction - counterclockwise

B. Tapping Sleeve:
   1. Sleeve - ASTM A-36 steel with 10-12 mil epoxy coating.
   2. Gasket - flange valve gasket is made of SBR rubber (ASTM D2000 3 BA 715). The gasket shall ensure a seal at the pipe sleeve /valve insert interface.
   3. Bolting - Type 304 stainless steel with SDC nuts
   4. Armors- Heavy gauge type 304 stainless steel

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install valves with stem position vertical.
B. Valve box vertical and centered over operating nut.
C. Valve box supported during backfilling and maintained vertical.
D. Installation will be performed by an independent contractor approved by the Engineer.

END OF SECTION

SECTION 02640

VALVES AND SPECIALTIES FOR BURIED APPLICATIONS - GENERAL

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Furnish, install, support, and test valves, hydrants, cocks, stops, and other specified materials, when applicable, (hereinafter referred to as "valves") in the location and of the size and quantities shown on the Drawings and/or as specified herein.

1.3 SUBMITTALS TO THE ENGINEER

A. Submit shop drawings and operation and maintenance manuals in accordance with the General Conditions of the Construction Contract.

B. Catalog Data: Submit manufacturer's literature and illustrations for each size of valve furnished.

C. Certificates: Submit manufacturer's certification that the valve’s and accessories meet or exceed the requirements of these Specifications.

1.4 INSTALLATION

A. Shipping:

1. Prepare valves and accessories for shipment as required for complete protection.
2. Seal valve ends to prevent entry of foreign matter into valve body.
3. Box, crate, completely enclose, and protect valves and accessories from accumulations of foreign matter.

B. Storage:

1. Store valves and accessories in an area on the construction site protected from weather, moisture, or possible damage.
2. Do not store valves or accessories directly on the ground.

C. Handling: Handle valves and accessories to prevent damage of any nature to the interior and the exterior surfaces.

1.5 INSPECTION

A. Carefully inspect all materials for:

1. Defects in workmanship and materials.
2. Removal of debris and foreign material in valve openings and seats.
3. Proper functioning of all operating mechanisms.
4. Tightness of all nuts and bolts.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Materials are specified in appropriate Sections in this Division.

B. The specifications direct attention to certain required features of the valves but do not purport to cover all details entering into their design and construction. Nevertheless, the Contractor shall furnish the valves complete in all details and ready for operation for the intended purpose.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install valves and accessories in strict accordance with manufacturer's instructions and recommendations, as shown on the Drawings and/or as specified herein.

B. Carefully erect all valves and support them in their respective positions free from distortion and strain.

C. Independently support all valves connected to equipment, and in piping systems that cannot support valves.

D. Repair any scratches, marks and other types of surface damage etc. with original coating as supplied by the factory.

E. Install valves such that operators are plumb and vertical.

F. All valves (and actuators where specified) shall be installed in a manner that will provide for proper clearances and ease of operation. In addition, valve operators must be capable of being rotated in 90° increments to facilitate field installation.

3.2 ADJUSTMENTS

A. Check and adjust all valves and accessories for smooth operation.

3.3 TESTING

A. The Contractor shall test all valves in the presence of the Engineer to demonstrate that each valve complies with specified requirements and allowable leakage rates.

END OF SECTION

SECTION 02641

GATE VALVES

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish, install and test gate valves of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified.

1.3 QUALITY ASSURANCE

A. All gate valves of same type and style shall be manufactured by one manufacturer.
B. Acceptable Manufacturers:
   1. American Flow Control
   2. Or approved equal.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Waterworks type NRS valves (AWWA):
   1. Valve Body, bonnet and stuffing box - Ductile iron (ASTM A395 or VA536 C1B), coated inside and out with fusion bonded epoxy meeting AWWA C550. Face-to-face dimensions shall comply with ANSI B16.10 and flanges to comply with ANSI B16.1.
   2. Resilient Wedge - Ductile iron wedge with bonded Nitrile elastomer covering.
   3. Stem – Copper Alloy, ASTM B584, or stainless-steel ASTM A276 or A473
   4. Stuffing box O-rings
      a. Two O-rings, each nitrile rubber.
      b. Capable of changing under pressure.
   5. Wedgenut - Bronze, ASTM B62, B148, B584 or B763.
   6. Bolting - stainless steel Type 18-8, ASTM F593, GP1
   7. End Connections
      a. Buried valves - mechanical joints
   8. Operation
      a. Buried valves - 2-inch square nut, cast iron, ASTM A126, C1B
      b. BTWD Opening Direction - right **(clockwise)**

c. For horizontal locations, provide bevel gear operator. Bevel gear operator to be totally enclosed grease filled gearing, IP68 buried duty, number of turns to open or close shall closely match the formula: ((3 x D) + 2) x 4 ratio, 2-inch operating nut. Rotork IB series or approved equal.

9. Valve Pressure rating: 200 psi.
10. Standards - valves shall meet or exceed AWWA C515, latest edition.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install 12-inch and smaller valves with stem position vertical. Install 16-inch and larger valves with stem position horizontal and bevel gear operator.
B. Valve box vertical and centered over operating nut.
C. Valve box supported during backfilling and maintained vertical.
D. Install and test in accordance with AWWA C515, latest revision.

END OF SECTION

SECTION 02642

CORPORATION STOPS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install corporation stops of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. All corporation stops shall be manufactured by one manufacturer in the US or Canada.
B. Qualifications of Manufacturer: Products have proven reliable in similar installations over a reasonable number of years.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Constructed of brass, “lead free”.
B. Outlet shall be quick style compression fitting. Stainless steel stiffeners required for HDPE pipe.
C. Inlet shall have CC thread.
D. Acceptable Manufacturers:
    1. A. Y. McDonald
    2. Or equivalent

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install at locations shown on the Drawings and as specified in accordance with manufacturer's instructions.
B. Check and adjust all corporation stops for smooth operation.

END OF SECTION

SECTION 02643

CURB STOPS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install curb stops of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. All curb stops shall be manufactured by one manufacturer in the US or Canada.
B. Qualifications of Manufacturer: Products shall have proven reliable in similar installations over a reasonable number of years.
C. Acceptable Manufacturers:
   1. A Y McDonald
   2. or approved equal

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 PRODUCT CONSTRUCTION

A. Constructed of brass, “lead free”.
B. Inlet and outlet shall be quick style compression fitting.
C. Brass ball type, Teflon coated or Teflon seats.
D. 300 psi working pressure shall be required.
E. No drain hole.
F. Quarter turn with stop.
G. Open Left.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install at locations shown on the Drawings and in accordance with manufacturer's instructions.

3.2 ADJUSTMENTS

A. Check and adjust all curb stops for smooth operation.

END OF SECTION

SECTION 02644

HYDRANT ASSEMBLIES

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install hydrant assemblies of the type(s) and size (s) and in the locations (s) shown on the Drawings and as specified herein.

B. Hydrant Assemblies consist of:

1. Hydrant anchoring tee, swivel tee or standard tee, as required.
2. 6-inch gate valve and valve box.
3. 6-inch hydrant branch piping.
4. Hydrant.
5. Drainage material.
6. Thrust blocking and joint bracing.

1.3 QUALITY ASSURANCE

A. Hydrants shall conform to AWWA C502 and all hydrants shall be from one manufacturer.

B. Gate valves shall conform to AWWA C5090 (Resilient-Seated Gate Valves for Water Supply).

C. Acceptable Manufacturers:

1. Mueller Company, Decatur, Illinois.
2. Or approved equal.

1.4 SUBMITTALS

A. Submit shop drawings in accordance with the applicable section of Division 1 and the General Conditions of the Construction Contract.

B. Submit manufacturer's "Certification of Conformance" that all hydrant assemblies meet or exceed the requirements of these Specifications.

C. Submit manufacturers installation instructions and specifications for all hydrant assemblies.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Fire Hydrants:

1. Dry barrel type with a 5 inch minimum valve opening.
2. Two (2) 2-1/2 inch hose connections and one (1) 4-1/2 inch pumper connection.
   a. 2-1/2 inch outlets: 60o V threads, 7-1/2 threads to the inch, external threads 3-1/16 inches, O.D. National Standard threads.
   b. 4-1/2 inch outlet: 4 threads to the inch, external threads 5-3/4 inches, O.D. National Standard threads.
   c. Supply adapters if existing fire fighting equipment does not match the threads specified above.
3. 150 pounds working pressure and 300 pounds hydrostatic test pressure.
4. Working parts shall be bronze and open counterclockwise unless otherwise specified.
5. Designed with standpipe breaking ring or breakable sections.
6. Supply one (1) collision repair kit for every twenty-five (25) hydrants installed.
7. Caps shall be attached to hydrant body by chains.
8. No drains are allowed

B. Gate Valves: Waterworks type non-rising stem AWWA valve as specified in the appropriate section of this Division.

C. Valve Boxes:
   1. Cast iron, minimum thickness 3/10 inch with the word "WATER" cast in covers.
   2. Be of such length as required without full extensions.
   3. As specified in this Division.

D. Restrained Joints:
   1. All restrained joints should be of grip ring type.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install hydrants as shown in the details and using manufacturer's written instructions.

B. No hydrant assembly shall be backfilled until approved by the Engineer.

C. Provide drainage material and thrust blocks as shown.

D. Provide barrel extensions as required for hydrant to be installed at proper grade.

E. Provide finish paint on all exposed surfaces. Color shall meet Owner's requirements as approved by the Engineer.

3.2 CLEANING

A. Clean all hydrants of concrete, etc. and repaint as necessary to the satisfaction of the Engineer.

END OF SECTION

SECTION 02645

CURB BOXES

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install curb boxes of type (s) and size (s) and in the locations shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. All curb boxes shall be manufactured by one manufacturer in North America.

B. Qualifications of Manufacturer: Products have proven reliable in similar installations over a reasonable number of years.

C. Acceptable Manufacturers:
   1. Bingham & Taylor
   2. Or equivalent.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS AND FABRICATION

A. Cast iron base piece, steel upper, cast iron lid, and threaded bronze plug with pentagon nut (Rope Thread).

B. Extension type and arch pattern base with 5/8" diameter stainless steel minimum, 36" stationary rod with brass cotter pin. Yoke shall be integral to the rod.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install as shown on the Drawings and/or as requested by the Engineer.
   1. When installation is complete no pressure shall be exerted by the curb box on either the curb stop or the service pipe.

END OF SECTION

SECTION 02646

VALVE BOXES

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install valve boxes of type(s) and size(s) and in the locations shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. All valve boxes shall be manufactured by one manufacturer in North America.
B. Qualifications of Manufacturer: Products to have been proven reliable in similar installations over a reasonable number of years.
C. Acceptable Manufacturers:
    1. Bingham & Taylor
    2. QWP
    2. Or Equivalent

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. The valve box shall be ductile iron, slip type two-piece integral base, 5-1/4 inch shaft. Top section with flanges.
B. Cast or Ductile iron, with drop type covers and the word "Water" cast in.
C. 48” minimum belled base Section, 36” top section.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation as shown on the Drawings and/or as specified herein.
    1. When installation is complete, no pressure shall be exerted by valve box on the water main or on the valve.
    2. Be of such length as required without full extension. Minimum lap 6 inches.

END OF SECTION

SECTION 02650

BURIED UTILITY MARKINGS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included:

1. This work shall consist of providing and installing utility line markings above all buried lines installed as part of this contract and replacing existing markings disturbed as part of this contract.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Materials and color shall be in accordance with latest AASHTO specifications for pipe and utility marking.

B. Marking tape color shall be in accordance with latest American Public Works Association (APWA) Uniform Color Code and American National Standards Institute ANSI Standard Z535.1, Safety Color Code specifications for buried utility marking as noted in the Schedule below.

1. Schedule

Marker Color	Buried Utility
Blue	Potable Water &Associated lines
Green	Sanitary Sewers, Storm Drain and other Drain lines
Orange	Telecommunication, signal, alarm
Purple	Reclaimed, Recycled, Irrigation Water and Slurry Lines
Red	Electric Power lines cables conduits and lighting cables
Yellow	Gas, Oil, Steam, Petroleum or Gaseous Material Lines

2. Warning Information shall be in Black Letters with typical wording of:
   a. "CAUTION: BURIED (NAME OF UTILITY LINE) BELOW"

C. For ferrous pipe material use 0.004" minimum polyethylene film; 6" wide clearly marking type of buried utility.

D. For non-ferrous pipe material (e.g. Concrete, PVC, PE, etc.) use detection tape composite of polyethylene and metallic core 6" wide clearly marking type of buried utility.

E. Seton Identification Products, New Haven, CT, Utility Safeguard LLC or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Marking tape shall be installed over utility lines centerline and buried 24" below grade.

B. Markings damaged during opening of trench shall be reinstalled with 2' overlap at broken sections.

END OF SECTION

SECTION 02655

COUPLINGS & CONNECTORS FOR BURIED APPLICATIONS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Furnish and install couplings and connectors of the type and size in the location shown on the Drawings and as specified herein.

1.3 QUALITY ASSURANCE

A. Minimum pressure rating equal to that of the pipeline in which they are to be installed.

B. Couplings and connectors, other than those specified herein, are subject to the Water District Engineer's approval.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. All Couplings and Connectors:

1. Gasket Materials: Composition suitable for exposure to the liquids to be contained within the pipes.
2. Diameters to properly fit the specific types of pipes on which couplings and connectors are to be installed.

B. Sleeve Type Flexible Couplings

1. Buried Couplings:
   a. Ductile iron center sleeve and end rings made per ASTM A536, Grade 65-45-12
   b. Two wedge-section virgin SBR or GPDM rubber gaskets compounded for water service,
   c. Nuts and bolts shall be 304 stainless steel or ductile iron low alloy steel per ANSI/AWWA A21.11/C-111 with anti-galling protection.
   d. Acceptable Manufacturers:
      (1) Romac Industries Macro HP or Alpha
      (2) Krausz Hymax
      (3) Or Equal

C. Solid Sleeve Couplings

1. Solid sleeves shall be ductile iron with mechanical joint ends.

2. Couplings shall meet AWWA/ANSI C-153/A21.53 and C-111/A21.11 for joints, and C-104/A21.4 for cement lining in sizes 3"-24".
3. Nuts and bolts shall be ductile iron low alloy steel per ANSI/AWWA A21.11/C-111.

D. Flexible Couplings for drain connections
1. Rubber material with stainless steel clamps
2. Must provide a positive seal against infiltration and exfiltration
3. Coupling materials must conform to ASTM C443, C564, and D1869.

E. Mechanical Joint Adaptors (Foster Adaptor®)
1. Required to connect fittings and valves with mechanical joints
2. Ductile iron construction mechanical joint bolt pattern.
3. Bolts and nuts shall meet AWWA C-111.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Sleeve Type Couplings:
l. Thoroughly clean pipe ends a minimum of 12-inches from the ends prior to installing couplings, and use soapy water as a gasket lubricant.
2. Slip an end ring and gasket over each pipe and place the center sleeve centered over the joint.
3. Insert the other pipe length into the center sleeve the proper distance.
4. Press the gaskets and end rings evenly and firmly into the center sleeve flares.
5. Insert the bolts, finger tighten and progressively tighten diametrically opposite nuts uniformly around the adapter with a torque wrench applying the torque recommended by the manufacturer.
6. Insert and tighten the tapered threaded lock pins.

B. Install thrust rods, supports, and other provisions to properly support pipe weight and axial equipment loads.

END OF SECTION

SECTION 02675

CLEANING, TESTING AND DISINFECTION OF WATER MAINS

PART 1 GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. The work of this section includes the furnishing of all labor, tools, equipment and materials and performing all operations necessary for the flushing, pressure testing, leakage testing and chlorination of water mains as specified herein and as required to complete the work.

1.3 QUALITY ASSURANCE

A. Standards (as applicable):
   1. All work shall be in accordance with this specification and AWWA C651. Where conflicts appear between these specifications and AWWA C651 the more stringent requirement shall apply.
   2. Chlorine solution for disinfecting water mains and appurtenances shall be made from either liquid sodium hypochlorite, or solid calcium hypochlorite, which shall conform to the latest AWWA B300 Standard for Hypochlorite.
   3. Chlorine test kits shall be as described in the current edition of AWWA M12 - Simplified Procedures for Water Examination.
   4. Disposal of chlorinated water as per AWWA C651, Appendix B.

1.4 COORDINATION

A. Use of water will only be as approved and coordinated by the Owner.

B. All flushing, pressure and leakage testing and chlorinating shall be done by the Contractor in the presence of the Water District Engineer and in the presence of the Owner or Owner's Representative in accordance with the requirements of the local and state plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 MATERIALS

A. Each temporary blow-off shall consist of a corporation cock, type K copper tubing and a curb stop, each of not less than 1-inch diameter.

B. A pumping unit or proportionate feeder suitable for delivering a hypochlorite solution to the isolated main shall be provided. The unit used shall prevent chlorine solution

from flowing back into the existing system.

PART 3 - EXECUTION

3.1 GENERAL

A. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.

B. Supply all labor, equipment, materials, gages, and pumps required to conduct the tests. The drawings do not detail taps, gages, plugs and other related materials required to perform testing. These materials are the responsibility of the Contractor.

C. Flushing, testing and chlorinating of the mainline shall closely follow main laying work. As the mainline is installed, it shall be tested approximately every 1,000 feet, or between line valves, whichever is less. Should the mainlines fail to be flushed, tested, and chlorinated as specified, the main laying work shall be suspended until the flushing, testing and chlorinating is done.

D. Final acceptance of the water main shall be based on successful (negative) results of bacteriological tests, which shall be done on samples taken from the main following chlorination and final flushing. Locations of samples shall be determined by the Water District Engineer.

E. The testing and related procedures described herein, shall be performed in the order listed.

F. The Contractor, with the assistance of the Owner, shall fill mains as slowly as practicable so as not to cause dirty water and serious pressure drops within the existing system.

3.2 FLUSHING

A. All new water mains, and existing water mains that have been drained and cut-into for making connections, shall be thoroughly flushed prior to pressure or leakage testing or final chlorination. Flushing shall be accomplished by partially opening and closing valves, hydrants, and blowoffs, several times, under expected line pressure, with flow velocities of not less than 2.5 feet per second, in the main. The size and number of hydrant outlets and/or main taps to provide the required flow (at 40 psi residual pressure) is as follows:

Minimum Required Flow and Openings Required to Flush Water Mains
(Assuming 40 psi Residual Pressure in Water Mains)

Main Diameter (in.)	Flow Required to Produce 2.5 fps in Main (gpm)	Minimum Size of Taps (in.)	Hydrant Outlets	
			Number	Size (in.)
4	100	15/16	1	2-1/2
6	220	1-3/8	1	2-1/2
8	390	1-7/8	1	2-1/2
10	610	2-5/16	1	2-1/2
12	880	2-13/16	1	2-1/2
16	1565	3-5/8	2	2-1/2

1. If less than a 40 psi residual is available in the main, with the size tap shown above then a larger, or more tap(s) or hydrant outlets will be required, as determined by the Water District Engineer.
2. The length of time for flushing, at or above the minimum allowable velocity, shall be computed to allow a minimum of 3 times the total volume of water in the main to be flushed to waste. Flushing shall be done in the presence of the Water District Engineer.

3.3 AIR REMOVAL

A. Following flushing, and before applying the specified test pressure, air shall be completely expelled from the mains, valves, and hydrants. After all air has been expelled, the air blowoffs can be closed, and the test pressure applied.

3.4 PRESSURE TEST

A. All new water mains, or any sections thereof, shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure that will exist at the point of testing, or 150 psi, whichever is greater. Test pressures shall meet the following requirements:
   1. Be of at least 2-hour duration.
   2. Be not less than 1.25 times the expected system working pressure at the highest point along the test section.
   3. Not exceed main or thrust-restraint design pressures.
   4. Not vary by more than + 5 psi for the duration of the test.
   5. Not exceed 2-times the rated pressure of the valves or hydrants when the pressure boundary includes closed valves or hydrants. Valves shall not be operated in either direction at differential pressure greater than the rated pressure.
   6. Not exceed 1.5-times the rated pressure of the valves when the pressure boundary of the test section includes closed butterfly valves or resilient seated gate valves.

B. Each section of main shall be slowly raised to the specified test pressure for two separate periods. The first period shall be for 15-minutes, after which the pressure shall be allowed to drop slowly back to system pressure. The pressure shall then be slowly raised again to the specified test pressure and maintained for 2-hours. The test pressure shall be based on the elevation of the lowest point of the main, in the test section and shall be corrected to the elevation of the test gauge, as directed by the Water District Engineer. The test pressure shall be applied by means of a pump connected to the main, in an approved manner, and which will prevent any backflow into the existing system. Valves shall not be operated in either the closing or opening direction, at differential pressure greater than the rated pressure.

C. Any exposed main, fittings, valves, hydrants and joints shall be carefully examined during the test. Any damaged or defective main, fittings, hydrants, or valves discovered following, or as a result of the pressure test shall be repaired or replaced with sound material. If faulty materials are removed and replaced, the pressure testing procedure shall be repeated.

3.5 LEAKAGE TEST

A. Leakage testing shall be conducted concurrently with the pressure test.

B. Leakage is defined as the quantity of water that must be pumped into the new main during the test, or any section thereof, required to maintain pressure within 5 psi of the starting test pressure. Leakage shall be recorded to the nearest one-tenth of a gallon. The Contractor shall employ qualified personnel throughout the testing. Leakage shall not be measured by a drop in pressure over a period of time.

C. Leakage in the test section must be less than an amount determined as follows:

$$L = \frac{SD(P^{0.5})}{148{,}000}, \text{ where}$$

L = allowable gallons of leakage per hour
S = the length of main tested, in feet
D = the nominal main diameter in inches
P = the average test pressure during the test, in psi

D. The leakage formula is based allowable leakage of 11.65 gallons per day, per mile of main, per inch (nominal) of main diameter, at a pressure of 150 psi. Allowable leakage under various conditions is shown below.

Allowable Leakage (gph) per 1,000 Feet of Mainline

Average Test Pressure(psi)	Nominal Diameter (inches)						
	6	8	10	12	16	20	24
250	0.64	0.85	1.07	1.28	1.71	2.14	2.56
225	0.61	0.81	1.01	1.22	1.62	2.03	2.43
200	0.57	0.76	0.96	1.15	1.53	1.91	2.29
175	0.54	0.72	0.89	1.07	1.43	1.79	2.15
150	0.50	0.66	0.83	0.99	1.32	1.66	1.99
125	0.45	0.60	0.76	0.91	1.21	1.51	1.81
100	0.41	0.54	0.68	0.81	1.08	1.35	1.62

1. If the mainline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size.
2. When testing against closed metal seated valves, an additional leakage shall be allowed per closed valve of 0.0078 gallons per hour, per inch of nominal valve diameter.
3. When hydrants are in the test section, the test shall be made against the closed hydrant(s).

E. Acceptance shall be determined on the basis of allowable leakage. If leakage in any test is greater than that specified, the Contractor shall locate and make repairs as necessary until the leakage is within the specified allowance.

1. All visible leaks are to be repaired regardless of the amount of leakage.

2. All water mains shall be pressure and leakage tested in the presence of the Water District Engineer, in order to qualify for acceptance.

3.6 CHLORINATION

A. The method of chlorination shall be the *Continuous Feed Method* as described hereinafter. Chlorination procedures will not be allowed until acceptable flushing and pressure testing has been performed and accepted. The continuous feed method consists of the following steps:
   1. Prior to the application of chlorine, confirm that valves are closed to prevent back-feeding chlorine solution into the existing system.
   2. At a point not more than 10 feet downstream from the beginning of the new main, fill the main with chlorinated potable water, having an initial concentration of 25 mg/l free chlorine residual.
      a. Water from the existing distribution system or other approved source of supply shall flow at a constant measured rate, into the new main. In the absence of a meter, the rate may be approximated by measuring the discharge rate at the end of the test section with a pito-gauge or by measuring the time to fill a container of known volume.
   3. The application of chlorine solution shall continue until the entire main is filled with water having 25 mg/l of free available chlorine. To assure that 10 mg/l free chlorine residual concentration is achieved throughout the test section, the Contractor shall measure chlorine concentration at regular intervals.

B. The amount of chlorine required to obtain a concentration of 25 mg/l per 100 feet of various diameter mains is as follows.

Chlorine Required to Obtain 25 mg/l per 100 feet of Various Diameters

Main Diameter (inches)	Sodium Hypochlorite (gallons)				Calcium Hypochlorite (ounces)
	5% Available Chlorine	10% Available Chlorine	12.5% Available Chlorine	15% Available Chlorine	65% Available Chlorine
4	0.03	0.02	0.02	0.01	0.02
6	0.08	0.04	0.03	0.03	0.75
8	0.13	0.07	0.06	0.06	1.30
10	0.20	0.10	0.09	0.07	2.10
12	0.28	0.15	0.12	0.10	2.90
16	0.50	0.25	0.22	0.17	5.30
20	0.80	0.40	0.34	0.28	8.40
24	1.30	0.60	0.50	0.40	12.00

1. The above quantities are to be added to a sufficient quantity of water, dissolved, and mixed. The solution shall be injected into the main as specified.

2. The quantities shown are based on concentrations of available chlorine by volume. Extended or improper storage may have caused a loss of available chlorine.

C. The chlorinated water shall be retained in the main for a minimum of 24-hours. At the end of this 24-hour period, retest portions of the main to confirm that a minimum of 10 mg/l free available chlorine residual exists in the main. If the residual chlorine is less than 10 mg/L, acceptable bacteria results may not be obtained.

3.7 FINAL FLUSHING OF CHLORINATED WATER

A. After the initial 24-hour period, the heavily chlorinated water shall be flushed from the main until chlorine measurements show the concentration in water leaving the main is no higher than that generally prevailing in the system.

B. The Contractor shall obtain approval of location(s) for discharging the heavily chlorinated water, which will result from the chlorination procedures. Great care shall be exercised in the selection of the rate of flow and the discharge points, in order to minimize complaints, and damage to public or private property.

C. The heavily chlorinated water shall be suitably and thoroughly neutralized prior to disposal into the environment. In no case shall chlorinated or neutralized water be discharged directly into a water body. If necessary, state, federal, and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

3.8 BACTERIOLOGICAL TESTS

A. After final flushing and before the water main is placed in service, water samples shall be collected twice (24-hours apart) by the Water District Engineer or Owner and tested for bacteriological quality in accordance with standard methods. Water samples shall show the absence of coliform organisms and background bacteria.

B. If, during construction, trench water has entered the main, or if in the opinion of the Water District Engineer excessive quantities of dirt or debris have entered the main, bacteriological samples shall be taken at intervals of approximately 200 feet and shall be identified as to location. Samples shall be taken of water that has stood in the main for at least 24-hours after final flushing has been completed.

C. Samples shall be obtained through a corporation cock and copper tubing installed by the Contractor.

D. The Water District Engineer or Owner shall deliver samples to a laboratory approved by the Department of Health Services for bacterial analysis. The Owner shall pay for the cost of analysis. Only after each consecutive sample is approved shall the mains be incorporated into the water system. In the event that positive reports of contamination are received, the mains shall be flushed and chlorinated as many times as may be necessary to obtain approved (negative) results.

3.9 RE-CHLORINATION

A. If the initial chlorination fails to produce satisfactory bacteriological samples, the main shall be re-flushed and re-sampled.

3.10 CHLORINATION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS

A. Trench Treatment. If during excavation the trench is either wet or filled with water, it is recommended that liberal quantities of hypochlorite tablets be applied to open trench areas to lessen the danger from pollution.

B. The interior of all main and fittings used in making a repair shall be swabbed or sprayed with a 1 percent hypochlorite solution before they are installed.

C. If valve and hydrant locations permit thorough flushing toward the work location from both directions, it shall be done. Flushing shall be started as soon as the repairs are completed and shall be continued until discolored water is eliminated.

D. Slug Chlorination. Where practical and in addition to the procedures above, a section of main in which the break is located shall be isolated. All service connections shall be shut off, and the section flushed and chlorinated by the *Slug Chlorination* method. This method allows the chlorine dose to be increased to as much as 300 mg/l, and the contact time reduced to as little as 1-hour. After chlorination, the section shall be properly flushed until discolored water is eliminated and the water is free of noticeable chlorine odor.

E. Bacteriological samples shall be taken after repairs. If the direction of flow is unknown, samples shall be taken on each side of the main break. If positive samples are recorded, daily sampling shall be continued until two consecutive negative samples are recorded.

END OF SECTION

SECTION 15092

PIPE SLEEVES & SEALS

PART 1 - GENERAL

1.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

1.2 DESCRIPTION

A. Work Included: Furnish and install wall sleeves and seals of the type(s) and sizes(s) and in the location(s) shown on the Drawings and specified herein.

1.3 QUALITY ASSURANCE

A. Provide and install all sleeves of the types specified herein, as shown on the Drawings and as directed by the Engineer.

B. Provide sleeves that are airtight, gastight or watertight as required.

PART 2 - PRODUCTS

2.1 BUY AMERICA

A. All iron and steel shall meet Buy America requirements and American Iron and Steel (AIS) requirements.

2.2 TYPES AND LOCATIONS

A. Rubber Link Compression Seals:

1. Acceptable Manufacturers:
   a. Link Seal by Thunderline Company
   b. Innerlynx by Advance Products and Systems
   c. Or equivalent.
2. Multi-rubber link type with pressure plates, bolts, nuts and sealing element providing a leak proof seal. Model numbers provided below are based on Link Seal by Thunderline Company are to establish type and level of quality.
3. General Service (Model C):
   a. Glass Reinforced Nylon Pressure Plate.
   b. Carbon steel zinc-phosphated nut and bolt.
   c. Sealing element: EPDM rubber.
   d. Temperature Rating: -40°F to 250°F.
4. Corrosive Service: (Model S-316):
   a. Use in the following locations: Sludge tanks, scum tanks, digesters, wetwells, manholes, dewatering rooms, headworks rooms, exterior tanks, chemical rooms, as shown on the Drawings.
   b. Glass Reinforced Nylon Pressure Plate.
   c. Bolt and nut, l8-8 stainless steel.
   d. Sealing element: EPDM rubber.
   e. Temperature Rating: -40ºF to 250ºF.

5. Potable/Clean Water Service (Model S61)
    a. Blue reinforced Nylon polymer pressure plates.
    b. 316 stainless steel nuts and bolts.
    c. Sealing element: Black EPDM NSF 61 certified.
    d. Temperature Rating: -40º to 250º F.
    e. Certified to NSF/ANSI standard 61.
6. High Temperature Service (Model T)
    a. Steel zinc dichromate pressure plates.
    b. Carbon steel with zinc dichromate finish nuts and bolts.
    c. Sealing element: Silicone.
    d. Temperature Rating: -67º to 400º F.
7. Refer to details on Process Drawings.

B. Rubber Casing End Seals
1. Rubber casing end seals shall be used on the earthen side of connections between casing pipes and carrier pipes.
2. Wrap around style 1/8" synthetic rubber end seals with self-healing seam and stainless steel restraint bands. Two 304 stainless steel bands shall be used on each end of the casing end seal for positive seal. Bands shall be a minimum of ¾" width and non-magnetic worm gear mechanism.
3. Acceptable Manufacturers:
    a. Model AW by Advance Products and Systems
    b. Model W by GPT
    c. Or approved equal

PART 3 - EXECUTION

3.1 INSTALLATION

A. Rubber Link Compression Seals: Install as required and in strict accordance with the manufacturer's instructions and recommendations.

END OF SECTION

APPENDIX A
AIS Funding Agency Documents for an SRF Funded Utility Project

APPENDIX C

AIS Funding Agency Documents for an SRF Funded Utility Project Under a MaineDOT Project Contract

STATE REVOLVING FUND (SRF)

Utility Construction Contract Requirements To Supplement the Maine Department of Transportation (MDOT) General Conditions

Last Updates: October 2021

STATE REVOLVING FUND (SRF)
UTILITY CONSTRUCTION CONTRACT REQUIREMENTS
TO SUPPLEMNENT THE
MAINE DEPARTMENT OF TRANSPORTATION
GENERAL CONDITIONS

Last Updates: October 2021

Utility Construction Supplementary Conditions

Gratuities

If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract. In the event this Contract is terminated as provided in above paragraph, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

Environmental Requirements

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental constraints:

1. Floodplains – When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, i.e., alluvial soils on NRCS Soil Survey Maps.
2. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted

pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

Utility Construction Project Sign

At the start of the project, the Contractor shall provide and erect a project sign as detailed and specified in the attachment to these supplementary conditions. The location of the sign shall be as directed by the Engineer. No other contractor, subcontractor, or material references will be permitted on the sign. The Contractor shall maintain and keep the project sign in good condition until the work is completed when the sign will be removed. Provide adequate supports for the sign as site conditions may require and keep sign a proper distance above prevailing grade to permit public viewing.

Alternate methods of publicizing may be considered on a project specific basis for projects with a contract value less than $250,000. Prior to the start of the project, the Contractor must obtain Agency approval, through the Owner, for use of a proposed method. Alternate methods that may be considered include: posters or wall signage on public buildings or at a public location, newspaper advertising, online signage, and press releases. Minimum public awareness requirements and sample language can be obtained from the Agency.

SRF Disadvantaged Business Enterprises Program

The contractor must maintain all records documenting its compliance with the requirements of this part, including documentation of its good faith efforts (such as copies of solicitation letters and emails) and data relied upon in formulating its fair share objectives.

1. During the bidding period, the Contractor is required to make the following good faith efforts if they will be awarding subcontracts:
   (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
   (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
   (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
   (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
   (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) Employ the good faith efforts described above even if the prime contractor has achieved its fair share objectives under subpart D of this part.

2. The Contractor must comply with the following provisions when submitting their bid:

   (a) The contractor must complete and submit SRF Form 6100–4, 'DBE Program Subcontractor Utilization Form' (copy attached) as part of the prime contractor's bid or proposal package to the Owner. Note, only DBE subcontractors should be listed. If no DBE subcontractors are to be used, the contractor must still complete and submit the form.

   (b) The contractor must have each of its proposed DBE subcontractors complete the SRF Form 6100–3, 'DBE Program Subcontractor Performance Form' (copy attached). The completed forms must be submitted as part of the prime contractor's bid or proposal package to the Owner.

3. Prior to contract award, as the Successful Bidder, the Contractor must comply with the following provisions:

   (a) The contractor must submit to the Owner documentation of its good faith efforts (such as copies of solicitation letters and emails) and data relied upon in formulating its fair share objectives. Solicitation documentation must include proof of receipt. The records must be submitted to the Owner even if the goals were met.

   (b) The contractor must submit to the Owner a bidders list of all firms that bid or quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs. The purpose of a bidders list is to provide contractors who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE subcontractors. The list must include the following information:

      (1) Entity's name with point of contact;

      (2) Entity's mailing address, telephone number, and e-mail address;

      (3) The procurement on which the entity bid or quoted, and when; and

      (4) Entity's status as an MBE/WBE or non-MBE/WBE.

4. Following contract award, the Contractor must comply with the following additional provisions:

   (a) The contractor must provide SRF Form 6100–2, 'DBE Program Subcontractor Participation Form' (copy attached) to all DBE subcontractors listed on Form 6100-4. SRF Form 6100–2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have during the course of the project, for example, reasons why the DBE subcontractor believes it was terminated by the prime contractor. If DBE subcontractors choose to complete this form, the completed form should be given to the SRF Project Manager.

   (b) Complete the SRF Progress Report of DBE Subcontractor Utilization Form (copy attached) for all contractor pay applications whether or not they include invoiced amounts

from DBE subcontractors. The progress report should be attached to the corresponding pay application for processing through the Owner.

(c) Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Owner.

(d) Notify the Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(e) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts described above if soliciting a replacement subcontractor. Documentation of good faith efforts shall be submitted to the Owner upon request.

American Iron and Steel (AIS) Requirements

The Contractor acknowledges, to and for the benefit of the Owner and the State (Maine Department of Environmental Protection and the Maine Department of Health and Human Services), that it understands the goods and services under this Agreement are being funded with monies made available by the State Revolving Fund (SRF) that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. See attached Public Law 113-76, Section 436. The Contractor hereby represents and warrants, to and for the benefit of the Owner and the State, that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

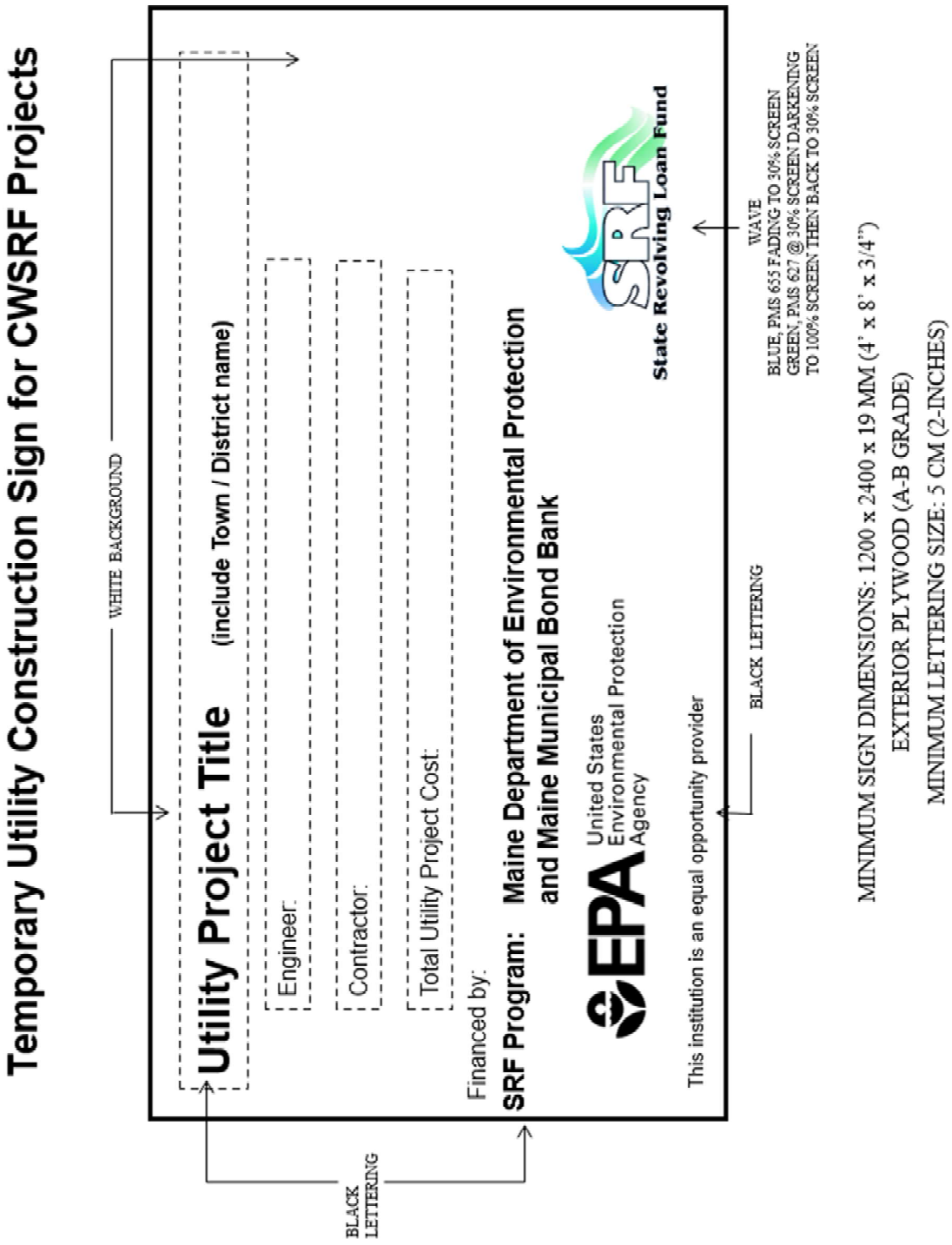
The Owner shall maintain files on the project site for American Iron and Steel (AIS) manufacturer certifications. The Contractor and subcontractors shall provide step manufacturer certifications to the Owner for each AIS item delivered to the site. The files shall be made available to State and Federal officials for inspection upon request. See sample Step Manufacturer Certification attachment for information that should be included. The Contractor and its subcontractors shall submit to the Owner, an AIS Compliance Certification (see form attached) with each contractor pay application. The Owner, shall in turn, submit this certification from the Contractor, with their AIS Compliance Certification (see form attached), to the State with the SRF pay requisition. The nationwide waiver to the American Iron and Steel law permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a

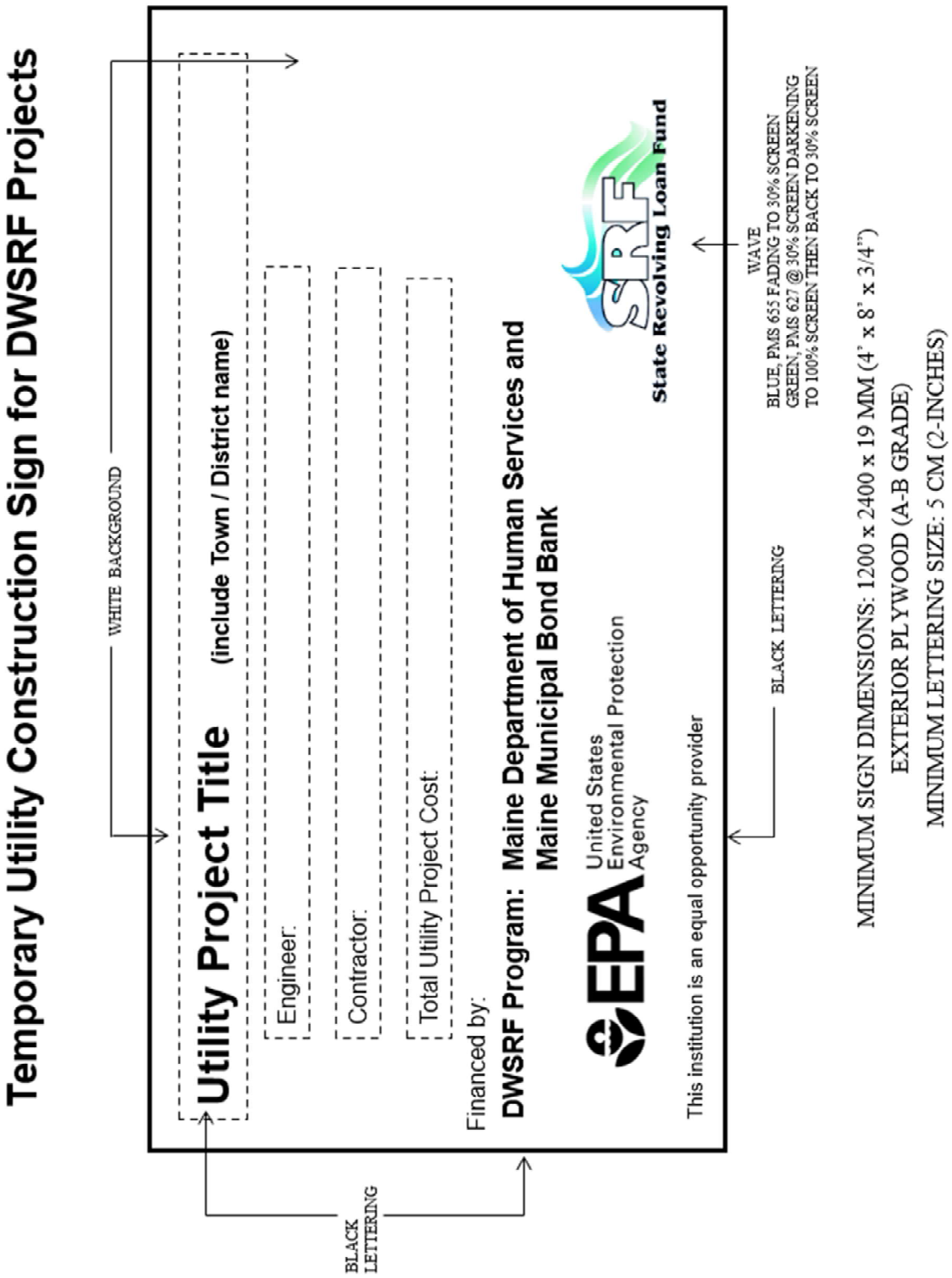
project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project. It is the State's interpretation that all SRF projects will contain incidental components that might not comply with the law and therefore it is likely that the Owner will use the de minimis waiver. The Contractor is required to provide the necessary documentation. See attached sample de minimis tracking form. Owners should, in consultation with their contractors, determine the items to be covered by this waiver, must retain relevant documentation (i.e., invoices) as to those items in their project files, and must summarize the items to which this waiver is applied, the total cost of incidental components covered by the waiver, and the calculations by which they determined the total cost of materials used in and incorporated into the project. The Owner shall maintain files on the project site for this documentation. The files shall be made available to State and Federal officials for inspection upon request.
The Contractor shall refer to the attached guidance taken from an EPA Memorandum. Additional information regarding the AIS requirements can be found on this website
http://water.epa.gov/grants_funding/aisrequirement.cfm

List of Attachments to the Utility Supplementary Conditions
(ALL attachments should follow this list)

- Utility Construction Project Sign Drawings
- Progress Report of DBE Subcontractor Utilization Form
- DBE Program Subcontractor Utilization Form - SRF 6100-2
- DBE Program Subcontractor Performance Form - SRF 6100-3
- DBE Program Subcontractor Participation Form - SRF 6100-4
- AIS Covered Products Q &A
- AIS Law
- AIS Certification by Owner
- AIS Certification by Contractor
- AIS Step Manufacturer Certification
- AIS De Minimis Tracking Form
- AD-1048 Certification Regarding Debarment

Select Utility Construction Project Sign Drawings As Appropriate




Temporary Utility Construction Sign for DWSRF Projects
WHITE BACKGROUND
Utility Project Title
(include Town / District name)
Engineer:
Contractor:
Total Utility Project Cost:
Financed by:
DWSRF Program: Maine Department of Human Services and
Maine Municipal Bond Bank
EPA
United States
Environmental Protection
Agency
This institution is an equal opportunity provider
SRF
State Revolving Loan Fund
WAVE
BLUE, PMS 655 FADING TO 30% SCREEN
GREEN, PMS 627 @ 30% SCREEN DARKENING
TO 100% SCREEN THEN BACK TO 30% SCREEN
BLACK LETTERING
BLACK LETTERING
MINIMUM SIGN DIMENSIONS: 1200 x 2400 x 19 MM (4' x 8' x 3/4")
EXTERIOR PLYWOOD (A-B GRADE)
MINIMUM LETTERING SIZE: 5 CM (2-INCHES)

Temporary Utility Construction Sign for CWSRF & DWSRF Projects
WHITE BACKGROUND
Utility Project Title
(include Town / District name)
Engineer:
Contractor:
Total Utility Project Cost:
Financed by:
CWSRF Program: Maine Department of Environmental Protection
DWSRF Program: Maine Department of Health & Human Services
and Maine Municipal Bond Bank
EPA United States Environmental Protection Agency
This institution is an equal opportunity provider
SRF State Revolving Loan Fund
BLACK LETTERING
BLACK LETTERING
WAVE
BLUE, PMS 655 FADING TO 30% SCREEN
GREEN, PMS 627 @ 30% SCREEN DARKENING
TO 100% SCREEN THEN BACK TO 30% SCREEN
MINIMUM SIGN DIMENSIONS: 1200 x 2400 x 19 MM (4' x 8' x 3/4")
EXTERIOR PLYWOOD (A-B GRADE)
MINIMUM LETTERING SIZE: 5 CM (2-INCHES)

Temporary Utility Construction Sign for DEP Grant Projects
WHITE BACKGROUND
Utility Project Title
(include Town / District name)
Engineer:
Contractor:
Total Utility Project Cost:
Financed by:
Maine Department of Environmental Protection
This institution is an equal opportunity provider
BLACK LETTERING
BLACK LETTERING
DEPARTMENT OF ENVIRONMENTAL PROTECTION · STATE OF MAINE ·
SKY - LIGHT BLUE, PMS 300 @ 50% SCREEN
MOUNTIANS - DARK GREEN, PMS 354
SHORE - LIGHT GREEN, PMS 354 @ 50% SCREEN
WATER - DARK BLUE, PMS 300
MINIMUM SIGN DIMENSIONS: 1200 x 2400 x 19 MM (4' x 8' x 3/4")
EXTERIOR PLYWOOD (A-B GRADE)
MINIMUM LETTERING SIZE: 5 CM (2-INCHES)

Disadvantaged Business Enterprise Program

(DBE)PROGRESS REPORT OF DBE SUBCONTRACTOR UTILIZATION FORM

TO ENSURE PROMPT PAYMENT THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH ALL REIMBURSEMENT REQUESTS WHETHER THEY INCLUDE INVOICED AMOUNTSFROM A QUALIFYING WBE OR MBE PARTICIPANT OR NOT:

Municipality/District:_____ SRF #:_____

Name of Project:_____ Contractor:_____

Contractor's Payment Request No._____Period covered by the request_____

The accompanying Reimbursement Request includes the following WBE/MBE participation:

Name & Address of WBE/MBE firm to be paid	WBE	MBE	Source of Certification, i.e., DOT, EPA or SBA	Amount to be paid this request	Type of Work
	☐	☐			
	☐	☐			
	☐	☐			

This attachment must be signed by an authorized representative of the contractor.

Signature:_____Date: _____

Name:_____ Title: _____

Address: _____

Phone:_____ E-Mail: _____

Disadvantaged Business Enterprise Program (DBE)Subcontractor Participation Form

DBE Subcontractor Participation Form) SRF FORM 6100-2, Page 1 of 2

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form toits DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and /or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DEP DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid /Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	**Description of Work Received from the Prime ContractorInvolving Construction, Services, Equipment or Supplies**	**Amount Receivedby Prime Contractor**

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA acceptscertifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	**Print Name**
Title	**Date**

Disadvantaged Business Enterprise Program (DBE)Subcontractor Participation Form

DBE Subcontractor Performance Form) SRF FORM 6100-3, Page 1 of 2

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the priceof the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name	Project Name	
Bid /Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ☐ DOT ☐ SBA ☐ Other:_____	Meets/exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown	

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA acceptscertifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provideservices pursuant to an EPA award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form doesnot signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33Section 33.202 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Subcontractor Signature	**Print Name**
Title	**Date**

Disadvantaged Business Enterprise Program (DBE)Subcontractor Participation Form

DBE Subcontractor Utilization Form) SRF FORM 6100-4, Page 1 of 2

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certifiedDBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial AssistanceAgreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name
Bid /Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.		Email Address
Issuing/Funding Entity:		

I have identified potential DBEcertified subcontractors	☐ YES	☐ NO
If yes, please complete the table below. If no, please explain:		

Subcontractor Name/Company Name	Company Address/Phone/Email	Est. Dollar Amt.	Currently DBE Certified ?

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuantto an EPA award or financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacementof a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Section 33.202 (c).

Prime Contractor Signature	**Print Name**
Title	**Date**

Link to AIS Covered Products Q & A

https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-guidance-and-questions-and-answers

From the "Consolidated Appropriations Act, 2014"

H.R. 3547 (PL113-76, enacted 1/17/2014)

USE OF AMERICAN IRON AND STEEL

"SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorizedby section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a projectfor the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipalcastings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administratorof the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public inputon the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act."

CERTIFICATION BY THE OWNER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

(To be attached to each Utility Construction SRF requisition submitted for payment)

We, the Owner named, _____, having obtained funding from the Stateof Maine, State Revolving Fund (SRF), for the Utility Construction Project named _____, hereby submit to the SRF program, certification from each contractor working on the Utility Construction Project that the use of American Ironand Steel in the construction of the project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency. Thereby, it is to the best of the Owner's knowledge that the costs being requested with this SRF requisition #_____are in compliance with the Use of American Iron and Steel Law.

_____	_____	_____
Signature of Official	Printed name	Date

Attachment: Certification by Contractor

CERTIFICATION BY CONTRACTOR
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

(To be attached to each Utility Construction payment application)

We, the Prime Contractor and Subcontractors, as named below, hereby certify that the use of American iron and steel in the utility construction of the Project named _____, being requested in the Utility Construction payment application (or invoice) #_____and dated_____, complies with the Use of American Iron and Steel Law, or that a waiver been obtained from the U.S. Environmental Protection Agency.

Prime Contractor Name: _____

_____	_____	_____
Signature of Official	Printed name	Date

Subcontractor Name	Signature of Official	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Manufacturer Certification

Project Name _____

I, _____ (company representative), certify that the _____ (melting, bending, coating, galvanizing, cutting, etc.) process for _____ (manufacturing or fabricating) the following products and/or materials shipped or provided for the project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____

2. _____

3. _____

Such process took place at the following location: _____(address)

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

_____ _____ _____

Company representative Signature Date

AIS De Minimis Tracking Form

AISDeMinimisReport Form.xlsx

This form is available electronically.

Form Approved – OMB No. 0505-0027
Expiration Date: 04/30/2022

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulationsimplementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required tocomplete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal andcivil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presentlydebarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, suchprospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for priorcivil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 inaccordance with these instructions.

(2) 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, inaddition to other remedies available to the Federal Government, the department or agency with which this transaction originatedmay pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted ifat any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set outin the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form 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.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "CertificationRegarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transactionthat is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith thecertification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) 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 withwhich this transaction originated may pursue available remedies, including suspension and/or debarment.

WRIGHT-PIERCE
Engineering a Better Environment

SPECIAL PROVISION
SECTION 910
SPECIAL WORK
(Utility Conduit - CMP, GWI, Comcast & FirstLight – Bridge Only)

Description:

This item shall consist of all Central Maine Power (CMP), Great Works Internet (GWI), Comcast Corporation and FirstLight Fiber bridge conduit work shown in the Plans, as referenced in Special Provision Section 104 - Utilities, and described herein. This special provision is limited to the work from the tie-in points shown on the plans. Utility work on the approaches to the proposed bridge abutments is addressed separately.

The bridge work shall include, but not be limited to, furnishing and installing all materials and labor for the installation of fiberglass conduits, couplings, expansion joints, utility frames, bracing, waterproof mortar, seals, bedding material, mule tape (rated for 5000 lbs.), tracer wire, warning tape and all associated hardware and incidentals related to these items necessary to complete the work.

Required Pre-Installation Meeting:

Before beginning any utility installation work, a utility meeting shall be held with all utilities, the MaineDOT Resident, and the MaineDOT Utility Coordinator.

Materials:

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.

The Contractor shall be responsible for the furnishing and fabrication of all material and associated hardware as shown in the Plans and described herein. The materials furnished by the Contractor shall be new. All materials shall conform to NEMA, UL or MDOT standards as applicable.

Bridge conduit shall be fiberglass conduit, size as denoted on the Plans.

Mule tapes (required in lieu of pull strings) shall be rated for 5,000 pounds and extend through the entire run of each conduit.

Construction Requirements:

The Contractor shall, within 60 days following execution of the contract, submit a list of materials which are to be installed. The list shall include the manufacturer, size, and identifying number of each item. The list shall be supplemented by such data as may be required, including detailed scale drawings of proposed minor deviations from the Plans. The Contractor shall submit for review, design data and sample articles of the material proposed for use.

Workmanship shall conform to the requirements of: NEC, NESC, ASTM Standards, and the ANSI, the local Utility Companies (CMP, GWI, Comcast Corporation and FirstLight Fiber), the State of Maine, and Manufacture's Specifications, as well as any local ordinances that may apply unless otherwise noted on the Plans or in the Special Provisions.

The Contractor shall be responsible for and shall repair all damage caused to underground drainage structures, utilities, or lighting conduit, which are encountered during construction.

Trenches for conduits shall be excavated to a width that will permit proper installation of the conduit and to the depth shown on the Plans or as directed. After the trench has been excavated as specified, the bottom of the trench shall be prepared with 3 inches of sand bedding material.

All underground conduits shall not interfere with poles, guardrail posts, sign foundations or other objects. Conduits shall be made watertight by joining with solvent or in accordance with the manufacturer's specifications.

The Contractor shall install mule tape in all conduits. The ends of the lines shall be secured in such manner as to prevent accidental withdrawal of the wire. All conduit ends shall be capped with watertight conduit caps.

The Contractor shall provide a metal tracer wire and a 2" wide "buried cable" plastic warning tape located 12" below grade at all underground conduits.

Method of Measurement:

Special Work - Utility Conduit (CMP, GWI, Comcast & FirstLight – Bridge Only) will be measured for payment as one lump sum.

Basis of Payment:

Payment for Special Work - Utility Conduit (CMP, GWI, Comcast & FirstLight – Bridge Only) shall be full compensation for all materials, equipment, labor, and hardware necessary to install the utility conduits on the bridge. Payment for work shall include furnishing and installing fiberglass conduits, utility frames, couplings, expansion joints, bracing, waterproof mortar, seals, excavation, bedding material, tracer wire and pull-line (mule tape) for each conduit, warning tape and all associated hardware and incidentals required.

Pay Item	Description	Pay Unit
910.301	Special Work - Utility Conduit (GWI, Comcast & FirstLight – Bridge Only)	Lump Sum
901.301	Special Work - Utility Conduit (CMP – Bridge Only)	Lump Sum

SPECIAL PROVISION
SECTION 910
SPECIAL WORK
(Utility Conduit - CMP, GWI, Comcast & FirstLight – Approaches Only)

Description:

This item shall consist of all Central Maine Power (CMP), Great Works Internet (GWI), Comcast Corporation and FirstLight approach conduit work shown in the Plans, as referenced in Special Provision Section 104 - Utilities, and described herein. This special provision is limited to the work from the tie-in points shown on the plans. Utility work on the bridge is addressed in a separate special provision.

The bridge approach work shall consist of furnishing and installing all materials and labor for the installation of PVC conduits (number and size as shown on the drawings), all trenching and backfilling, sand bedding, concrete encasement, conduit sweeps, mule tape, tracer wire, warning tape, manhole connections, and all associated hardware and incidentals related to these items necessary to complete the work.

Required Pre-Installation Meeting:

Before beginning any utility installation work, a utility meeting shall be held with all utilities, the MaineDOT Resident, and the MaineDOT Utility Coordinator.

Materials:

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.

The Contractor shall be responsible for the furnishing and fabrication of all material and associated hardware as shown in the Plans and described herein. The materials furnished by the Contractor shall be new. All materials shall conform to NEMA or UL standards as applicable.

Non-metallic conduit shall be Schedule 40 PVC telecommunication conduit.

All concrete for concrete encasement of conduit shall be Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete. Concrete Fill shall be modified to have minimum compressive strength of 3,500 psi for work specified herein.

Mule tapes (required in lieu of pull strings) shall be rated for 5,000 pounds and extend through the entire run of each conduit to north and south tie-in points as shown on the Plans.

Construction Requirements:

The Contractor shall, within 60 days following execution of the contract, submit a list of materials which are to be installed. The list shall include the manufacturer, size, and identifying number of each item. The list shall be supplemented by such data as may be required, including detailed scale drawings of proposed minor deviations from the Plans. The Contractor shall submit for review, design data and sample articles of the material proposed for use.

Workmanship shall conform to the requirements of: NEC, NESC, ASTM Standards, and the ANSI, the local Utility Companies (CMP, GWI, Comcast Corporation and FirstLight Fiber), the State of Maine, and Manufacturer's Specifications, as well as any local ordinances that may apply unless otherwise noted on the Plans or in the Special Provisions.

The Contractor shall be responsible for and shall repair all damage caused to underground drainage structures, utilities, or lighting conduit, which are encountered during construction.

Trenches for conduits shall be excavated to a width that will permit proper installation of the conduit and to the depth shown on the Plans or as directed. Minimum cover shall be 36 inches over the top of the concrete encasement. Concrete encasement shall be as shown on the Plans. After the trench has been excavated as specified, the bottom of the trench shall be prepared with 3 inches of sand bedding material. After placing the conduit and concrete encasement, sand shall be placed around the sides and over the top of the encasement. Backfill to a compacted depth of 6" above the top of the conduit shall be sand, free from rocks or hard lumps. The entire trench shall be backfilled with an approved material, placed in layers not exceeding six inches (6"), and thoroughly tamped.

All underground conduits shall not interfere with poles, guardrail posts, sign foundations or other objects. Conduits shall be made watertight by joining with solvent or in accordance with the manufacturer's specifications. If necessary, PVC conduit shall be bent (12-foot minimum radius unless otherwise approved by the utility company's Work Inspector) carefully to avoid damage and without the use of an open flame. Bends sharper than 45 degrees will not be permitted. The total angle of all bends in one run and the radius of bends shall conform to the NEC requirements.

The Contractor shall install mule tape in all conduits. The ends of the lines shall be secured in such manner as to prevent accidental withdrawal of the wire. All conduit ends shall be capped with watertight conduit caps.

The Contractor shall provide a metal tracer wire and a 2" wide "buried cable" plastic warning tape located 12" below grade at all underground conduits.

The new conduit penetration shall be perpendicular to the vault end wall in order to facilitate cable pulling by others.

Method of Measurement:

Special Work - Utility Conduit (CMP, GWI, Comcast & FirstLight - Approaches Only) will be measured for payment as one lump sum.

Basis of Payment:

Payment for Special Work - Utility Conduit (CMP, GWI, Comcast & FirstLight - Approaches Only) shall be full compensation for all materials, equipment, labor, and hardware necessary to install the utility conduits, penetrate existing manholes, remove abandoned conduits, and plug existing manhole penetrations. Payment for work shall include furnishing and installing PVC conduits and pull-line (mule tape) for each conduit, furnishing and installing the concrete encasement, required excavation and backfilling with granular borrow, paving, sidewalk and curb repair, connections to the existing manholes and incidentals required.

Payment will be made under:

Pay Item	Description	Pay Unit
910.301	Special Work - Utility Conduit (GWI, Comcast & FirstLight – Approaches Only)	Lump Sum
901.301	Special Work - Utility Conduit (CMP – Approaches Only)	Lump Sum

SPECIAL PROVISION
SECTION 910
SPECIAL WORK
(Utility Conduit – Consolidated Communications – Approaches Only)

Description: This item shall consist of all Consolidated Communications approach conduit work shown in the Plans, as referenced in Special Provision Section 104 - Utilities, and described in this special provision. This special provision is limited to the work from the tie-in points identified by Consolidated Communications and shown on the Plans. Utility work on the bridge is addressed in a separate special provision.

The bridge approach work shall consist of furnishing and installing all materials and labor for the installation of twelve (12) 4-inch conduits, all trenching and backfilling, sand bedding, concrete encasement, conduit sweeps, mule tape, tracer wire, warning tape, manhole connections, and all associated hardware and incidentals related to these items necessary to complete the work.

The work shall consist of removing abandoned conduits from the existing bridge to the tie-in points at the existing manholes. The penetrations in the existing manholes shall be plugged with concrete.

Required Pre-Installation Meeting: Before beginning any utility installation work, a utility meeting shall be held with all utilities, the MaineDOT Resident, and the MaineDOT Utility Coordinator.

Materials: 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.

The Contractor shall be responsible for the furnishing and fabrication of all material and associated hardware as shown in the Plans and described herein. The materials furnished by the Contractor shall be new. All materials shall conform to NEMA or UL standards as applicable.

Non-metallic conduit shall be Schedule 80 PVC telecommunication conduit.

All concrete for concrete encasement of conduit shall be Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete. Concrete Fill shall be modified to have minimum compressive strength of 3,500 psi for work specified herein.

Mule tapes (required by Consolidated Communications in lieu of pull strings) shall be rated for 5,000 pounds and extend through the entire run of each conduit to north and south tie-in points as shown on the Plans.

Construction Requirements: Consolidated Communications Inspector (Martin Pease, tel. 207-272-7993) is to be present while conduit work is in progress.

The Contractor shall, within 60 days following execution of the contract, submit a list of materials which are to be installed. The list shall include the manufacturer, size, and identifying number of each item. The list shall be supplemented by such data as may be required, including detailed scale drawings of proposed minor deviations from the Plans. The Contractor shall submit for review, design data and sample articles of the material proposed for use.

Workmanship shall conform to the requirements of: NEC, NESC, ASTM Standards, and the ANSI, the local Utility Company (Consolidated Communications), the State of Maine, and Manufacture's Specifications, as well as any local ordinances that may apply unless otherwise noted on the Plans or in the Special Provisions.

The Contractor shall be responsible for and shall repair all damage caused to underground drainage structures, utilities, or lighting conduit, which are encountered during construction.

Trenches for conduits shall be excavated to a width that will permit proper installation of the conduit and to the depth shown on the Plans or as directed. Minimum cover shall be 36 inches over the top of the concrete encasement. Concrete encasement shall be as shown on the Plans. After the trench has been excavated as specified, the bottom of the trench shall be prepared with 3 inches of sand bedding material. After placing the conduit and concrete encasement, sand shall be placed around the sides and over the top of the encasement. Backfill to a compacted depth of 6" above the top of the conduit shall be sand, free from rocks or hard lumps. The entire trench shall be backfilled with an approved material, placed in layers not exceeding six inches (6"), and thoroughly tamped.

All underground conduits shall not interfere with poles, guardrail posts, sign foundations or other objects. Conduits shall be made watertight by joining with solvent or in accordance with the manufacturer's specifications. If necessary, PVC conduit shall be bent (12-foot minimum radius unless otherwise approved by Consolidated Communications Contract Work Inspector) carefully to avoid damage and without the use of an open flame. Bends sharper than 45 degrees will not be permitted. The total angle of all bends in one run and the radius of bends shall conform to the NEC requirements.

The proposed conduit tie-ins to the existing manholes are constrained by the proposed construction phasing, maintenance of traffic, and proposed retaining wall/moment slab

construction. Temporary support of the existing or proposed conduits may be necessary to facilitate the phasing and tie-ins in these areas at both ends of the bridge.

The Contractor shall install mule tape in all Consolidated Communications conduits. The ends of the lines shall be secured in such manner as to prevent accidental withdrawal of the wire. All conduit ends shall be capped with watertight conduit caps.

The Contractor shall provide a metal tracer wire and a 2" wide "buried cable" plastic warning tape located 12" below grade at all underground conduits.

The Contractor shall saw cut a 20" x 25" minimum opening through each existing vault end wall and place grout around the opening for a watertight seal. The new conduit penetration shall be approximately perpendicular to the vault end wall in order to facilitate cable pulling by Consolidated Communications.

Method of Measurement: Special Work – Utility Conduit (Consolidated Communications Approaches Only) will be measured for payment as one lump sum.

Basis of Payment: Payment for Special Work – Utility Conduit (Consolidated Communications - Approaches Only) shall be full compensation for all materials, equipment, labor, and hardware necessary to install the utility conduits, penetrate existing manholes, remove abandoned conduits, temporarily support existing or proposed conduits, and plug existing manhole penetrations. Payment for work shall include furnishing and installing PVC conduits and pull-line (mule tape) for each conduit, furnishing and installing the concrete encasement, required excavation and backfilling with granular borrow, paving, sidewalk and curb repair, and connections to the existing manholes and incidentals required.

Payment will be made under:

Pay Item	Description	Pay Unit
910.301	Special Work – Utility Conduit (Consolidated Communications – Approaches Only)	Lump Sum

SPECIAL PROVISION
SECTION 910
SPECIAL WORK
(Utility Conduit – Consolidation Communications – Bridge Only)

Description: This item shall consist of all Consolidated Communications bridge work shown in the Plans, as referenced in Special Provision 104 – Utilities and described in this special provision. This special provision is limited to the work on the bridge and to the end of the South approach slab (Abutment No. 1) and one (1) foot beyond the North backwall (Abutment No. 2). Work related to the bridge approaches outside these limits is addressed in a separate special provision.

The Bridge work between each abutment shall consist of furnishing and installing all materials and labor for the installation of twelve (12) 4-inch IPS/XW Fiberglass telecommunication conduits (as required by Consolidated Communications) throughout the entire length of bridge between abutments including conduit, couplings, expansion joints, utility support structural steel with attachment to the bridge girders, conduit support hangers with all of their components and incidentals related to these items necessary to complete the work. The utility owner's name shall be clearly labeled and visible at each end of the bridge on each respective conduit.

The Bridge work extending through the concrete abutment backwalls to the end of the South approach slab and one (1) foot beyond the backwall in the North Approach shall consist of furnishing and installing all materials and labor for the installation of twelve (12) 4-inch IPS/XW fiberglass telecommunication conduits sleeved within twelve (12) 5-inch galvanized rigid steel conduit sleeves. Installation shall include all trenching and backfilling, sand bed, waterproof mortar, seals, pull string (Consolidated Communications requires 5000 lb. mule tape), tracer wire, warning tape, and all associated hardware and incidentals related to these items necessary to complete the work. The utility owner's name shall be clearly labeled and visible at each terminus on their respective conduit.

Required Pre-Installation Meeting: Before beginning any utility installation work, a utility meeting shall be held with all utilities, the MaineDOT Resident, and the MaineDOT Utility Coordinator.

Materials: 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.

The Contractor shall be responsible for the furnishing and fabrication of all material and associated hardware as shown in the Plans and described in this specification. The materials

furnished by the Contractor shall be new. All materials shall conform to NEMA or UL standards as applicable.

Non-metallic conduit shall be rigid fiberglass reinforced plastic (FRP) as required by Consolidated Communications as shown on the Plans. The galvanized rigid conduit (GRC) used to sleeve the conduits off the bridge shall be rated for direct burial or in concrete per Article 344 of NEC.

Mule tape rated at 5,000 pounds shall extend through the entire run of each Consolidated Communications conduit to north and south tie-in points as located on the Plans.

The support rods, intermediate rods, and all metallic hardware shall be hot dipped galvanized steel and shall meet or exceed requirements of ASTM A507 with ASTM 153 for galvanizing. Metal components that are custom fabricated shall have hot dipped galvanizing applied in accordance with ASTM A153 with a minimum coating of 2.0 oz./sq. ft. using high grade zinc conforming to ASTM B6-00 with less than .03% lead used in the process. Each vertical portion of the support hanger in contact with the conduit shall be sleeved with a FRP tube and all horizontal members such as flat bars or square tubing shall be constructed of FRP. FRP conduit and FRP support hangers shall be manufactured by Champion Fiberglass, Inc., American U-Tel or approved equal.

Expansion fittings in the superstructure shall be double “O”-ring type expansion couplings with a movement capacity as indicated on the plans. During the installation of long runs of conduit, one end shall be left unconnected or a double “O”-ring expansion coupling inserted near one end of the run until the final covering of the conduit is in progress to allow for expansion and contraction. FRP expansion is about 1/3rd that of PVC or comparable to stainless steel and should be accounted for in accordance with NEC 2011 Article 355.44.

Structural steel utility supports shall conform to ASTM A709, Grade 50 and shall be hot dip galvanized in accordance with Section 506, Shop Applied Protective Coating - Steel. Structural steel utility supports shall be fabricated in accordance with the requirements of Section 504, Structural Steel.

Construction Requirements: The Contractor shall within 60 days following execution of the contract, submit a list of materials which are to be installed. The list shall include the manufacturer, size, and identifying number of each item. The list shall be supplemented by such data as may be required, including detailed scale drawings of proposed minor deviations from the plans. The Contractor shall submit for review, design data and sample articles of the material proposed for use.

Workmanship shall conform to the requirements of: NEC, NESC, ASTM Standards, and the ANSI, the local Utility Company (Consolidated Communications), the State of Maine, and

Manufacturer's Specifications, as well as any local ordinances that may apply unless otherwise noted on the Plans or in the Special Provisions.

Conduits shall be of the sizes noted on the Plans, which are indicated as the nominal inside diameter.

The Contractor shall be responsible for and shall repair all damage caused to underground drainage structures, utilities, or light conduit, which are encountered during construction.

The Contractor shall install pull-lines (Consolidated Communications requires 5,000 lb. mule tape) in all conduits. The ends of the lines shall be secured in such manner as to prevent accidental withdrawal of the wire. All conduit ends shall be capped with watertight conduit caps.

The Contractor shall provide a metal tracer wire and a 2" wide "buried cable" plastic warning tape located 12" below grade at all underground conduits.

Method of Measure: Special Work – Utility Conduit (Consolidated Communications Bridge Only) will be measured for payment as one lump sum.

Basis of Payment: Payment for Special Work – Utility Conduit (Consolidated Communications - Bridge Only) shall be full compensation for all materials, equipment, labor, and hardware necessary to install the utility conduits on the bridge and under the approach slabs. Payment for work shall include furnishing and installing bridge utility support system (including structural steel utility supports with girder attachment), FRP sleeves, brackets, spacers, and threaded anchor rods, furnishing and installing conduits (including pull-lines for each conduit) and steel sleeves, and the required excavation and backfill with granular borrow and incidentals required.

Payment will be made under:

Pay Item	Description	Pay Unit
910.301	Special Work – Utility Conduit (Consolidated Communications – Bridge Only)	Lump Sum

July 08, 2022
Supersedes June 10, 2022

2020 STANDARD DETAIL UPDATES

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

Detail #	Description	Revision Date
502(19)	Bridge Drains	12/08/2021
507(20)	Steel Approach Railing 3-Bar	2/11/2021
507(21)	Steel Approach Railing 3-Bar	2/11/2021
507(22)	Steel Approach Railing 3-Bar	2/11/2021
507(23)	Steel Approach Railing 3-Bar	2/11/2021
507(27)	Steel Approach Railing	2/11/2021
526(01)	Portable Concrete Barrier	1/14/2021
526(01A)	Portable Concrete Barrier	1/14/2021
526(01B)	Portable Concrete Barrier	1/14/2021
526(02)	Portable Concrete Barrier	1/14/2021
526(02A)	Portable Concrete Barrier	1/14/2021
526(03)	Portable Concrete Barrier	1/14/2021
526(04)	Portable Concrete Barrier	1/14/2021
526(04A)	Portable Concrete Barrier	1/14/2021
526(04B)	Portable Concrete Barrier	1/14/2021
603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	7/8/2022
605(01)	Underdrain Notes	7/8/2022
606(17)	Midway Splice Guardrail Transition	6/10/2022
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	6/10/2021
801(12)	Pedestrian Ramp Requirements	8/13/2021
801(13)	Ramp Length Table	6/10/2021

801(14)	Parallel Pedestrian Ramp	6/10/2021
801(15)	Perpendicular Pedestrian Ramp – Option 1	6/10/2021
801(16)	Parallel Pedestrian Ramp – Option 2A	6/10/2021
801(17)	Perpendicular Pedestrian Ramp – Option 2A	6/10/2021
801(18)	Parallel Pedestrian Ramp – Option 2B	6/10/2021
801(19)	Perpendicular Pedestrian Ramp – Option 2B	6/10/2021
801(20)	Parallel Pedestrian Ramp – Option 3	6/10/2021
801(21)	Perpendicular Pedestrian Ramp – Option 3	6/10/2021
801(22)	Side Street Pedestrian Ramp	6/10/2021
801(23)	Parallel Pedestrian Ramp – Esplanade	6/10/2021
801(24)	Perpendicular Pedestrian Ramp – Esplanade	6/10/2021
801(25)	Island Crossings	6/10/2021
801(26)	Blended Transition	6/10/2021
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	6/10/2021
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Holidays Amend this paragraph by adding "**Juneteenth**" between 'Memorial Day' and 'Independence Day'.

SECTION 102
BIDDING

102.11 Bid Responsiveness Revise the paragraph that states
"The Bid is not signed by a duly authorized representative of the Bidder." So that it reads:

"**The Bid is not signed by a duly authorized representative of the Bidder.**
- **Properly submitted electronic bids meet this requirement.**
- **Paper bids must include at least one signed copy of the Contract Agreement Offer & Award form**."

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 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word "handicap" in two places with the word "disability" so it now reads:

"2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability."

SECTION 106
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with "Acceptance of Hot Mix Asphalt Pavement will be based" with:

"Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item."

Revise Subsection "B" by removing it and replacing it with:

"B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.

The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D."

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

"Method B: PF = [70 + (Quality Level * 0.33)] * 0.01"

SECTION 107
TIME

107.3.1 General Amend this paragraph by adding "**Juneteenth**" between 'Patriot's Day' and 'the Friday after Thanksgiving'.

SECTION 108
PAYMENT

108.4.1 Price Adjustment for Hot Mix Asphalt Revise the first paragraph of this section by replacing the first sentence with the following:

"**For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid."**

Amend this section by adding "**Item 461.2101 Polymer Modified 9.5 mm**" to the list of Pay Items that are eligible for a price adjustment. Also add "**Item 461.2101 - 6.4%**" to the list of Asphalt percentages.

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

110.3.9 Administrative & General Provisions Amend this subsection by adding "**Automobile Liability**" under letter A) Additional Insured to the list of exceptions.

SECTION 206
STRUCTURAL EXCAVATION

206.01 Description – *Structural Earth Excavation, Below Grade* delete the entire sentence and replace with "**shall consist of the removal of excavation required for unknown or unanticipated subsurface condition. See 206.04 – Method of Measurement for pay limits**."

206.04 Method of Measurement – Drainage and Minor Structures Paragraph 1, sentence 2, delete the remainder of the sentence beginning with "….provided the maximum allowable…"

And replace with: **"….in accordance with the following limits:"**

- **Vertical pay limits:**
  - **Below a plane parallel with and 12 inches below the bottom of the drainage or minor structure or**
  - **Below the excavation limits shown in the Bid Documents; whichever is greater.**

- **Horizontal pay limits – The maximum allowable horizontal dimensions shall not exceed those bounded by vertical surfaces 18 inches outside the base, or extreme limits of, the structure, and to the vertical neat lines of underdrain trenches, as shown in the Contract Documents.**

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: "

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

TABLE 4
METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS *

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
Gradation	AASHTO T-27 & T-11	Stockpile	One set per proposed grading before production. One set every 100 yd^3 (Min. 1 set per month)
Organic Impurities	AASHTO T-21	Stockpile	**Once per fine aggregate per year ****
% Absorption	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Specific Gravity	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Total Moisture in Aggregate	AASHTO T-255	Stockpile	One set per day's production
Free Water and Aggregate Wt.	N/A		One per day's production
% Entrained Air	AASHTO T-152	On Project	On first two loads and every third load thereafter provided consistent results are achieved
Compressive Strength	AASHTO T-22	On Project	One set per sublot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per sublot

* Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

**** If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month.**

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."**
(Also see 535.24 and 535.25 for related changes)

SECTION 503
REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
	Bar Size								
Bar Type	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

"**The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.**

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**
- **Class B tension lap splice**
- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
  - **Low-carbon Chromium = 100 ksi**
  - **Stainless = 75 ksi**
  - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordancewith the current edition of the AASHTO LRFD Bridge Design Specifications**

When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3."

SECTION 506
SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

"**Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation**."

SECTION 523
BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with "Anchor rods shall be galvanized…" and replacing with:

"**Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel."**

523.22 Fabrication Amend this subsection by adding the following: "**Elastomeric Bearings shall be fabricated in accordance with AASHTO M251."**

SECTION 526
CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

"**526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.**

The types of concrete barrier are designated as follows:

Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.

Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.

Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Barrier Type IIIb Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Transition Barrier Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

Permanent Texas Classic Rail Barrier Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

526.02 Materials

a. Concrete Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.

b. Reinforcing Steel Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. Structural Steel Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. Bolts Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. Connecting Pins for Portable Concrete Barrier Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. Anchor Pins for Portable Concrete Barrier Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

526.03 Construction Requirements

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

a. Cross-sectional dimensions shall not vary from design dimensions by more than ¼ inch. The vertical centerline shall not be out of plumb by more than ¼ inch.

b. Longitudinal dimensions shall not vary from the design dimensions by more than ¼ inch per 10 feet of barrier section and shall not exceed ¾ inches per section.

c. Location of anchoring holes shall not vary by more than ½ inch from the dimensions shown in the concrete barrier details on the Plans.

d. Surface straightness shall not vary more than ¼ inch under a 10-foot straightedge.

e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.

526.04 Method of Measurement Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.

Transition barrier will be measured by each, complete in place.

526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
526.301	Portable Concrete Barrier, Type I	Lump Sum
526.304	Portable Concrete Barrier, Anchored Type I	Lump Sum
526.312	Permanent Concrete Barrier Type II	Lump Sum
526.321	Permanent Concrete Barrier Type IIIa	Lump Sum
526.323	Texas Classic Rail	Lump Sum
526.331	Permanent Concrete Barrier Type IIIb	Lump Sum
526.34	Permanent Concrete Transition Barrier	Each
526.502	Precast Concrete Median Barrier	Lump Sum”

SECTION 527
ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

"**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Work Zone Crash Cushions shall be selected from the Department's Qualified Products List of Crash Cushions/Impact Attenuators or approved equal."

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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 reflectors shall be mounted on all "w" beam guardrail and shall be either the "butterfly" type or linear delineation system panels. "Butterfly" or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

"Butterfly" reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer's instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the "butterfly" type or the linear delineation panels shall be approved by the Resident prior to installation.

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.

Reflectorized beam guardrail reflectors (“butterfly” type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

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.

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

Guardrail to be placed on a radius of curvature of 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.

Reflectorized beam guardrail reflectors ("butterfly" type and the linear delineation panels) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall furnish and install either the "butterfly" type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors (either "butterfly" type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of "butterfly" type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
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
606.352	Reflectorized Beam Guardrail Delineators ("Butterfly" type)	Each

606.3521	Linear Delineation System Panel	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
606.3671	Replace Unusable Offset Blocks	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 608
SIDEWALKS

Section 608.022Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with "Concrete…" and replacing it with "**Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department's Qualified Products List (QPL).**"

SECTION 609
CURB

609.02 Materials Revise the paragraph beginning "The Contractor shall submit a concrete mix…" so that it reads:

"**The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill**."

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609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

"**609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections**"

Revise the last paragraph beginning with "The Contractor may elect…" so that it reads:

"The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall **meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department's Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail."**

SECTION 610
STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:
"**Stone Ditch Protection 703.29"**

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 619
MULCH

619.03 General Amend this Section by adding the following sentence to the end: **"Straw mulch shall be used in all wetland areas."**

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

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with " All Concrete for concrete encasement…" and replace it with "**All concrete for**

concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL)."

Section 626.031Conduit Revise the fifth paragraph beginning with "After the trench has been…" by removing the last sentence beginning with "Where concrete encasement…" and replacing it with **"Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL)."**

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**."

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: "**Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061**."

SECTION 627
PAVEMENT MARKINGS

627.06 Application Revise this subsection by replacing the paragraph beginning with " On other final pavement markings…" with the following:
"On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Painted lines and markings shall be applied in accordance with the manufacturer's published recommendations. These recommendations will be supplied to the Resident prior to installation."

Revise this subsection by replacing the paragraph beginning with " If the final reflectivety values are less…" with the following:

The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.

If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity

minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.

SECTION 637
DUST CONTROL

Revise this section by removing it in its entirety.

SECTION 643
TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

"**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

643.09 Service Connection Revise this subsection by removing the paragraph that begins with "Traffic signal services shall have…".

And by removing the paragraphs beginning with " A service ground rod shall be installed…" and "A total of 4, 10' service…" and replace them with "**A total of 4, 10' service ground rods shall be installed and properly connected together on the outside of the cabinet foundation. One ground rod shall be located at each corner and shall be either flush or slightly below finished grade. The connection between the ground rod and the ground wire shall be an exothermic connection such as a Cadweld. The ground wire from the interconnected ground rods shall be routed through a conduit in the foundation and into the base of the cabinet**".

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 652
MAINTENANCE OF TRAFFIC

Amend this Section by adding the following new subsection:

"**652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance if causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

652.4 Flaggers Revise the first paragraph of this section so that it reads:

"The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer."

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 701
STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding "**or Type 1L Portland Limestone cement**" so that it reads:
"**A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed**."

SECTION 703
AGGREGATES

Add the following to 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
⅜ 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 ⅜ 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	¾ inch	1½ inch	½ inch
2 inch			100	
1½ inch	100		95-100	
1 inch	95-100	100	-	
¾ inch	-	90-100	35-70	100
½ inch	25-60	-	-	90-100
⅜ 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 an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

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-based admixtures
e. Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.05 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
⅜ 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 value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.
The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

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.

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

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

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	**10%**	**≤ 1.0**	**N/A**	**≤ 4.0**	**≤ 18**
Class II	**20%**	**≤ 0.5**	**≤ 1.0**	**≤ 2.8**	
Class I	**30%**	**≤ 0.3**	**≤ 0.5**	**≤ 1.8**	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The

allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0
Class II	± 1.0	± 1.5
Class I	± 0.5	± 0.7

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

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

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Remove the second paragraph of Section 709.01 of the standard specification beginning with "Low-Carbon, Chromium,…" and replace with the following:

" Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. "

SECTION 710
FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

"Wood posts shall be of cedar, white oak, or tamarack or other AWPA approved species, of the diameter or section and length shown on the plans."

Remove the fourth paragraph which starts " That portion of wood posts…".

Revise the paragraph beginning with "Braces shall be of spruce, eastern hemlock … so that it now reads:

"Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPA approved species, or spruce, cedar, tamarack or other AWPA approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces shall be pressure-treated in accordance with AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts. "

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

"a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPA approved species."

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing "**AASHTO M 298**" with "**ASTM B695**"

SECTION 712
MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

"Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions."

Revise this section by changing the letter "b" of ASTM C1611 of the Concrete Testing subsection so that it reads:

"**b. Air content shall be 5.0% to 8.0%**."

SECTION 713
STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts
Revise the second sentence of this subsection so that it reads "**Nuts shall meet the requirement ofASTM A563**". Revise the third sentence of this subsection so that it reads "**Circular and beveled washers shall conform to the requirement of ASTM F436**".

SECTION 718
TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with "All trunions, brackets and…" by adding "**For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.**" to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with LED light panels…" on or about page 7-66 with "**The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet. A second door open status**

switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors."

Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with a generator panel …" on or about page 7-68 with:

"The cabinet shall be supplied with a generator panel. The generator panel shall consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36" above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. "

Revise this subsection by removing the following from the paragraph beginning with "The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch …" on or about page 7-69: **"(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)".**

Revise this subsection by replacing the following in the paragraph beginning with "The Contractor shall reconfigure the default user name…" on or around page 7-70; "MaineDOT IT" with "**MaineDOT Traffic Division**".

In the paragraph beginning with "Tests shall be conducted by the contractor…" on or around page 7-73, amend this subsection by removing **"in the state of Maine and"** after "The facility shall be".

Amend this Section by adding the following subsection:

718.13 Field Monitoring Unit (FMU) This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT's cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

MATERIALS: The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.

2. The FMU shall conform to the following requirements:
   - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
   - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
   - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.
   - 2.4 The FMU shall be wired directly to the ATC cabinet.
   - 2.5 The FMU shall have an internal cellular modem running at 4G LTE.
     - 2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.
   - 2.6 The FMU shall incorporate an integrated GPS and cell modem.
   - 2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.
   - 2.8 The FMU shall be powered via a standard 120V input power.
   - 2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.
   - 2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.
   - 2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.
   - 2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.

2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.

2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.

2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.

2.16 The FMU shall include weather proof antennas.

3. **Map Display FMU Management Software**

3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.

3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.

3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.

3.4 The icons shall change to be able to clearly indicate if an intersection is offline.

3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.

3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.

3.7 The map view shall have the ability to show Google traffic overlays on the map.

4. **Intersection Detail Display FMU Management Software**

4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:

4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).

4.1.2 The time since the last communication with the device

4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)

4.1.3.1 The AC mains voltage (value)

4.1.3.2 The battery back-up voltage (value)

4.1.3.3 The cabinet temperature (value)

4.1.3.4 The cabinet humidity (value)

4.1.3.5 The presence of AC power (OK or Fail)

4.1.3.6 The flashing status of the intersection (OK or Flashing)

4.1.3.7 Stop Time status (OK or Stop Time Active)

4.1.3.8 The cabinet door status (Open or Closed)

4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

4.1.4.1 The AC mains voltage

4.1.4.2 The battery back-up voltage

4.1.4.3 The cabinet temperature

4.1.4.4 The cabinet humidity

5. **Diagnostics and Log Display FMU Management Software**

5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.

5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.

5.3 It shall be possible to print these selected logs to a local printer or a PDF file.

5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. **Alarms FMU Management Software**

6.1 The FMU management software shall have a comprehensive alarm generation capability

6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

6.3 Alarms shall be configurable to be of Low, High or Critical Priority.

6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7. **Alerts FMU Management Software**

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8. **Hosting and Connectivity and Service FMU / FMU Management Software**

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

8.1.1 Cellular Connectivity

8.1.2 No cellular overage charges

8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement

8.1.4 Over-the-air software updates

8.1.5 Over-the-air security updates

8.1.6 Future Connected Vehicles Service

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPA approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with "When pressure treated…" so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products.

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other then a bona fide employee working solely for me) to solicit or secure this contract;

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

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

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

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

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

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

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

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

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

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SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be

based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring,

assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later that one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

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

§60-4.2 Solicitations

(d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade
Maine
001 Bangor, ME 0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME
SMSA Counties: 4243 Lewiston-Auburn, ME 0.5%
(Androscoggin)

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

Non-SMSA Counties: 0.5%
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

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

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

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

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

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

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;

   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of the North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor, is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors for Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a. through p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specific.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant, thereto.

6. In order for the non working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

   a. Ensure and maintain a working environment free of harassment, intimidation, coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, when possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific

review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both make and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, specific minority group of women is underutilized.)

10. The Contractor shall not use the goals and timetables or affirmative action even through the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementation regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location sat which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or $2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

> "This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of $2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States."

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expermnt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following "Required Contract Provisions, Federal Aid Construction Contracts", FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

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Cargo Preference Act : Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels."(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply."

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Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through July 5, 2022)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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

APPENDIX A

To

2022 Title VI Implementation Plan

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 fundingsource:

> "The ***Maine Department of Transportation,*** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.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 C and G of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix E 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 D and Appendix F 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.

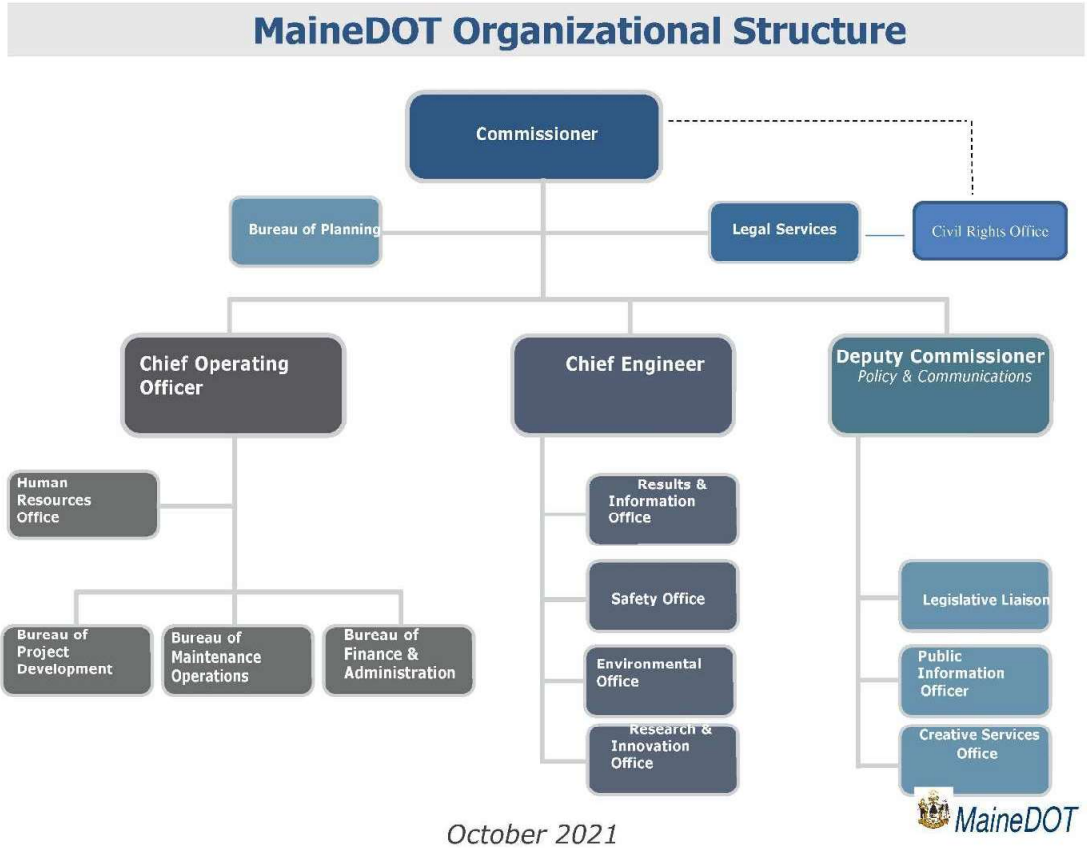
The ***Maine Department of Transportation*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the ***Federal Aid Highway Program***. This ASSURANCE is binding on ***Maine,*** 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 Sept. 13, 2021

APPENDIX B


MaineDOT Organizational Structure
Commissioner
Bureau of Planning
Legal Services
Civil Rights Office
Chief Operating Officer
Chief Engineer
Deputy Commissioner
Policy & Communications
Human Resources Office
Bureau of Project Development
Bureau of Maintenance Operations
Bureau of Finance & Administration
Results & Information Office
Safety Office
Environmental Office
Research & Innovation Office
Legislative Liaison
Public Information Officer
Creative Services Office
October 2021
MaineDOT

APPENDIX C

Performance Requirements

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 (FWHA), 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 Nondiscrimination 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 D

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 IJ.S. Code 5 107, 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. S 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 l,] [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, US. 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 [i 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 E

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 Nondiscrimination 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 F

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 Nondiscrimination 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 Nondiscrimination 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 G

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 nondiscrimination 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. 5 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.Ce 5 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. 5 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. S 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. 5 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC 5 471, 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. 55 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. 5 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).

APPENDIX H

FEDERAL HIGHWAY ADMINISTRATION CIVIL RIGHTS ASSURANCE

The Maine Department of Transportation HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Federal Transit Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.

2. The Maine Department of Transportation will compile, maintain, and submit in a timely manner Title VI information required in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.

3. The Maine Department of Transportation will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.

Bruce A. Van Note, Commissioner
Maine Department of Transportation

DATE: 7/23/21

APPENDIX I

TITLE VI/NONDISCRIMINATION POLICY STATEMENT

The Commissioner of the Maine Department of Transportation (MaineDOT) is ultimately responsible for and committed to the effective implementation of the Title VI Program to achieve compliance with Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all Federal programs and activities. Understanding that the Commissioner will not be performing any day-to-day implementation duties, the MaineDOT conducts its Title VI/Environmental Justice Program in a team approach by involving personnel from all program areas, with guidance from the Title VI Coordinator. Responsibility for the day to day administration of the Program will be delegated to the Title VI Program Coordinator who is currently the Director of the Civil Rights Office. The Title VI Program Coordinator has been delegated sufficient authority and responsibility to effectively carry out her duties.

The Title VI Program Coordinator ensures MaineDOT's compliance with Title VI/Environmental Justice implementing regulations. Bureau Directors are responsible for Program implementation in their Bureaus and shall identify and delegate Title VI/Nondiscrimination Federal Program Area Liaisons to perform the routine data collection/data analysis and process reviews.

Inquiries concerning the MaineDOT's policies, investigations, complaints, compliance with applicable laws, regulations, and concerns regarding compliance with Title VI/Environmental Justice may be directed to:

Maine Department of Transportation
16 State House Station
Augusta, Maine 04333-1116
Telephone (207) 624-3066 | TTY users Dial Relay: 711
sherry.tompkins@maine.gov

MaineDOT is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the public-at-large is afforded access to all of our programs and services whether those programs and activities are federally funded or not.

This Policy Statement will be circulated throughout the MaineDOT, made available to the public, and be included by reference in all contracts, agreements, programs and services administered by the Department of Transportation.

Date: 7/23/21

Bruce A. Van Note, Commissioner

APPENDIX J

SAMPLE QUESTIONS FOR PROGRAM AREA REVIEWS

Bureau of Planning

- What measures do you take to ensure that a cross-section of people representative of the populations affected by the Department's projects, including identifying and proactively reaching out to various and diverse social, economic and ethnic groups, participate in the Department's Public Involvement Process?
- How do you ensure that appropriate accommodations are made for persons with Limited English Proficiency (LEP) (persons who have difficulty speaking, reading, writing and/or understanding English)? Were interpreters available when needed to assist with LEP needs?
- How do you collect and analyze statistical data on race, color and national origin of populations in all areas impacted by the Department's programs or services?

Bureau of Project Development

Property Office

- What mechanisms are used to identify what communities (minority, LEP) are represented in the negotiation phase of property acquisition?
- How do you ensure that Property Office staff who have direct contact with persons affected by the Department's acquisition of property needed for projects, including compliance with the Uniform Relocation Act of 1970?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?

Multimodal Program

- How do you ensure that Local Public Agencies (LPA) provide the Department with signed Title VI assurances (Form 1050.2A), including Appendices A and K, annually?
- How do you ensure that LPAs include in their subcontracts FHWA Form 1273 and Title VI Assurances, including Appendices A and K?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?
- How do ensure that public meetings and notices related to LPA projects comply with Title VI?

Bureau of Maintenance and Operations

- How do you ensure that the Bureau's activities comply with Title VI requirements of nondiscrimination on the basis of race, color or national origin?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you handle them?

APPENDIX K

Subrecipient Reviewed: _____ Date(s) of Desk Audit _____

Reviewer(s) _____

- ☐ Title VI/Nondiscrimination Policy Statement
- ☐ Title VI/Nondiscrimination Assurances
- ☐ Name and position of Title VI/Nondiscrimination Coordinator
- ☐ Title VI/Nondiscrimination Plan
- ☐ Procedures for processing external discrimination complaints
- ☐ A list of external discrimination complaints and lawsuits
- ☐ Any Accommodations for Limited English Proficient Persons
- ☐ Addressing Environmental Justice in minority populations and low-income populations
- ☐ Ensuring nondiscrimination in the public participation process
- ☐ Collecting and analyzing data to ensure nondiscrimination in programs and activities
- ☐ Process for ensuring that solicitations for bid/requests for proposals contain the Title VI/Nondiscrimination Assurance paragraph
- ☐ Process for ensuring subcontracts contain the appropriate contract provisions and language from the Title VI Assurances
- ☐ Process for Ensuring nondiscrimination in the award of contracts
- ☐ Developing a Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report

APPENDIX L

SUB-RECIPIENT TITLE VI COMPLIANCE ASSESSMENT TOOL

23 Code of Federal Regulations (CFR) Part 200.9 (b)(7) requires that the Maine Department of Transportation (MaineDOT) conduct periodic reviews of cities, planning agencies and other recipients of federal-aid highway funds, including locally public agencies, to ensure that they are complying with Title VI of the Civil Rights Act of 1964. Title VI states that "no person in the United States shall be excluded from participation, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin."

MaineDOT has developed this assessment as a means of determining sub-recipient compliance; helping sub-recipients understand their Title VI responsibilities; and assisting MaineDOT in planning future training and technical assistance.

This assessment is part of MaineDOT's Title VI review process and has been designed to take only a few minutes of your time. Please fax (207-624-3021) or mail (16 State House Station, Augusta, ME 04333-0016) the completed questionnaire with attachments to: Sherry Tompkins, Director of Civil Rights, no later than August 30, 2021

Questions or concerns may be emailed to: sherry.tompkins@maine.gov or you may reach Sherry by phone at (207) 624-3066.

Baseline Questionnaire

1. Name of your Agency: _____

2. Number of full-time and part-time employees: F/T _____ P/T _____

3. Has your agency provided written Title VI Assurances to MaineDOT? If not, please attach a copy. _____

4. Does your agency physically include the Civil Right Special Provisions (FHWA-Form 1273) in all contracts and ensure that they are included in all sub-contracts, including third-tier contracts? _____
   _____

5. Who is the Title VI contract person for your agency? _____.
   Does this person accept complaints from the public? _____ If not, who does?_____.
   Please include title, email and telephone number for each person listed. _____
   _____

6. In the past three years, has your agency been named in a discrimination complaint or lawsuit? _____. If so, when and what was the nature of the complaint or lawsuit and the outcome. _____

_____

_____

_____

7. Does your agency have a written discrimination complaint process? If so, please attach a copy. _____

8. Has your agency made the public aware of the right to file a complaint? _____ If so, by what mechanism _____

_____. Please attach a copy.

9. Does your agency provide free translation services for persons with Limited English Proficiency (LEP)? _____. Please explain _____

_____

_____

_____

10. In the past twelve (12) months, what has your agency done to receive and consider input from all citizen groups, especially minority, low income, disabled and transit-dependent? Please describe, if applicable. _____

_____

_____

_____

11. Does your agency have a method to collect racial and ethnic data on citizens impacted by your projects? _____. If so, please describe. _____

_____

_____

_____

12. Does your agency include the required Disadvantaged Business Enterprise (DBE) assurance language at 49 CFR 26.13(a) and (b) verbatim in all financial agreements, contracts and sub-contracts? (Please see DBE Assurance language below.) _____

****

§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required, by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each sub-contract the prime contractor signs with a sub-contract) must include the following assurance:

The contractor, sub recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contactor 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 breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

****

13. Does your agency monitor DBEs on construction projects to ensure they are performing a commercially useful function (CUF)? _____. If so, where is this documented? _____.
If a DBE is not performing a CUF, what actions for steps have you taken? _____

_____

_____

Who do you notify? _____

14. Do you have any questions regarding this assessment or Title VI? _____ Please include them here along with your email address and/or phone number and a MaineDOT representative will respond. _____

15. Would your agency like Title VI training or other Civil Rights technical assistance from MaineDOT? _____. If yes, please explain. _____

Does your agency have teleconferencing ability? _____

16. Please provide the name, title and contact information of the person who completed this baseline assessment. _____

17. Provide an annual report on Title VI accomplishments for the previous year and goals for the next year. _____

APPENDIX M

Maine Department of Transportation
External Discrimination Complaint Form

(Title VI/Nondiscrimination and ADA/Section 504 Complaints)

Name	**Phone**	**Name of Person(s) That Discriminated Against You**
Address	**Location and Position of Person (If Known)**	
City, State, Zip	**City, State, Zip**	
Agency involved		**Date of Alleged Incident**
Discrimination Because of: ☐ Race ☐ Color ☐ National Origin ☐ Sex ☐ Age ☐ Disability		**What Remedy are you requesting?**
Explain As Briefly And Clearly As Possible What Happened And How You Were Discriminated Against. Indicate Who Was Involved. Be Sure To Include How Other Persons Were Treated Differently Than You. Also Attach Any Written Material Pertaining To Your Case.		
Signature	**Date**	

Please Mail Complaint to:

Maine Department of Transportation
Civil Rights Office
 # 16 State House Station
Augusta, Maine 04333-0016
Or Call (207) 624- 3066 or TYY Relay 711

APPENDIX N

MaineDOT

Integrity • Competence • Service

NON-DISCRIMINATION/TITLE VI POSTER

Title VI and Nondiscrimination Commitment to all USDOT funded programs:
Pursuant to Title VI of the Civil Rights Act of 1964 and related laws and regulations, MaineDOT will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age or disability.

Complaint Procedures:
MaineDOT has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with MaineDOT. Any such complaint must be in writing and filed with the MaineDOT Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, please contact the MaineDOT's Title VI Coordinator.

ADA/504 Statement:
Pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations, MaineDOT will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. MaineDOT will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access MaineDOT facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, MaineDOT asks that requests be made at least five (5) calendar days prior to the need for accommodation. Questions, concerns, comments or requests for accommodation should be made to MaineDOT's ADA Coordinator.

Services are provided free without charge for individuals with special needs with disabilities. Any fees will be paid by the recipient or subrecipient. The public will have access to translators, "I Speak Cards", TTY/TDD services and vital documents translated when requested.

MaineDOT Title VI

Sherry Y. Tompkins, Director
Civil Rights Office
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333
Office Phone: (207) 624-3066
Cell Phone: (207) 592-0686
TYY: Users Dial MAINE RELAY 711

Call Us with Questions

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, disability or income level, or because you have difficulty with the English language, call us at 207-624-3056. MaineDOT's Civil Rights Office will explain the process for filing a complaint. Complaint forms are on our website.

mainedot.gov/civilrights/title-vi

Language translation services available upon request.

Services de traduction de langue disponibles sur demande.

Servicios de traducción disponibles bajo petición.

要求提供的 语言翻译服务。

Lugha ya tafsiri huduma inapatikana juu ya ombi.
Ladenan panarjamahan Basa aya kana paménta.

خدمات الترجمة اللغة متاحة عند الطلب

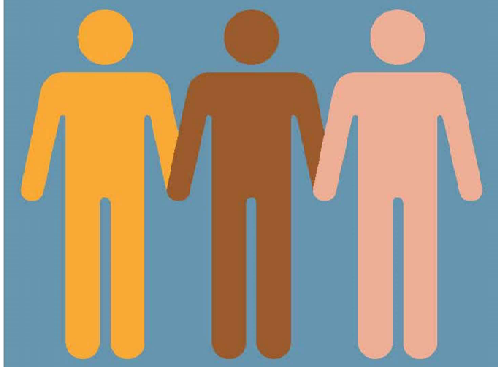
Có các dịch vụ phiên dịch khi quý vị yêu cầu.

MaineDOT

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
Phone: 207-624-3056
TTY Users Dial Maine Relay 711

mainedot.gov

Know YOUR Rights



MaineDOT
Civil Rights Office

TITLE VI PROGRAM *of the Civil Rights Act*

MaineDOT's mission is to provide the people of Maine with a safe, efficient and effective transportation system. Our work is intended to serve the transportation needs of all people in Maine, regardless of race, color, national origin, sex, age, disability, income level or limited English proficiency.

MaineDOT is committed to assuring that none of its activities or programs encourage discrimination. We manage our programs without regard to race, color, national origin, sex, age, disability, income level, or the ability to speak or understand English.

MaineDOT will not allow discrimination by a MaineDOT employee or by recipients of federal-aid funds such as cities, counties, contractors, or planning agencies. MaineDOT prohibits all discriminatory practices which may result in:

- Unfair denial of any service, financial aid or benefit provided by the federally funded program;
- Different standards or requirements for participation in programs;
- Segregation or separate treatment within our programs;
- Differences in the quality, quantity or way in which a benefit is provided;
- Discrimination in any activities in a facility built with federal funds.

To ensure compliance with Title VI, and other related laws, MaineDOT:

- Avoids or reduces harmful health and environmental impacts which programs or activities might have on minority and low-income populations;
- Ensures the full and fair participation by all communities in its decision-making process;
- Prevents the denial, reduction or delay of benefits for minority and low-income populations;
- Provides language interpreters to people who have difficulty understanding English.

How to File a Complaint

If you believe you have been discriminated against, you will need to file a written complaint. The complaint must be submitted within 180 days of the alleged discrimination. The complaint form is on our website for you to download.

Be prepared to fill in:

- Your name, address and phone number;
- The name and address of the organization you believe discriminated against you;
- Details of the alleged discrimination and any other relevant information; and
- The names of anyone we could contact regarding the alleged discrimination.

Once you have filled in the form, mail it to us:

MaineDOT Civil Rights Office

16 State House Station
Augusta, Maine 04333-0016

207-624-3056

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Permit-by-Rule & Notice of Intent Review Form

Natural Resources Protection Act — **PBR #** 73842
Stormwater Management Law — **PBR #**
Maine Construction General Permit — **NOI #**

Applicant: MaineDOT — **Town:** Brunswick
Project Address: Route 201 south from Tophsam to Androscoggin — **Tax Map/Lot #:** N/A

NRPA PBR Sections – Ch. 305

- ☐ Sec. 2 Act. Adj. to Prot. Natural Res.
- ☐ Sec. 3 Intake Pipes
- ☐ Sec. 4 Replacement of Structures
- ☐ Sec. 6 Movement of Rocks or Veg.
- ☐ Sec. 7 Outfall Pipes
- ☐ Sec. 8 Shoreline Stabilization
- ☐ Sec. 9 Utility Crossing
- ☐ Sec. 10 Stream Crossing
- ☑ Sec. 11 State Transport. Facilities
- ☐ Sec. 12 Restoration Natural Areas
- ☐ Sec. 13 F&W Creat./Water Quality
- ☐ Sec. 15 Public Boat Ramps
- ☐ Sec. 16 Coastal Sand Dune Project
- ☐ Sec. 17 Transfer/Permit Extension
- ☐ Sec. 18 Maintenance Dredging
- ☐ Sec. 19 Act. Near SVP Habitat
- ☐ Sec. 20 Act. Near Waterfowl/Bird Habitat

Notes:

12/15/2021
- Brief Description: Replace existing Frank J Wood Bridge (BR #2016) with 835-foot-long bridge on a curved upstream alignment. Steel girder bridge supported by concrete abutments and piers on ledge. The new bridge will include two 11-foot lanes, two 5-foot shoulders, and 6-foot sidewalks on both sides of the bridge. The bridge will be a multi-span steel girder structure supported by concrete piers and abutments on bedrock. Construction will take approximately 2.5 years. The existing bridge will be demolished and removed. Permanent Impacts to the Androscoggin River required to construct bridge abutments, riprap stabilization and in-water piers. Temporary fill in the river will be required to launch pile-supported work trestle for access to install cofferdams, construct the piers and superstructure and demolition.

Initial Comments:
- No comments from IFW or DMR.
- No ESC plan included.
- May need compensation.

12/17/2021
- ESC plan not required upon receipt of notification form pursuant to Chapter 305, Section 11.
- Received notes of comments from DMR.

12/23/2021
- Will not be requiring compensation - impacted area is riverine therefore project is exempt from Chapter 310, Wetlands and Waterbodies Protection Rules.

Reviewer: Anna Smith — **Deficient Date:** 12/16/0202 ☑ **NRPA** ☐ **SW** ☐ **NOI**
Reviewer: Anna Smith — **Accepted Date:** 12/23/0206 ☑ **NRPA** ☐ **SW** ☐ **NOI**

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act - Permit by Rule Standards, Chapter 305)

APPLICANT INFORMATION (Owner)		AGENT INFORMATION (If Applying on Behalf of Owner)	
Name:	*MaineDOT*	Name:	Kristen Chamberlain, MaineDOT Environmental Office
Mailing Address:	16 State House Station	Mailing Address:	16 State House Station
Mailing Address:		Mailing Address:	
Town/State/Zip:	Augusta ME 04344	Town/State/Zip:	Augusta ME 04344
Daytime Phone #:	(207) 624-3000 Ext:	Daytime Phone #:	(207) 557-5089 Ext:
Email Address:		Email Address:	kristen.chamberlain@maine.gov

PROJECT INFORMATION

Part of a larger project? (check 1):	☐ Yes ☒ No	After the Fact? (check 1):	☐ Yes ☒ No	Project involves work below mean low water? (check 1):	☒ Yes ☐ No	Name of waterbody:	Androscoggin River
Project Town:	Brunswick-Topsham	Town Email Address:	smithfm@brunswickme.org ldumont@topshammaine.com			Map and Lot Number:	
Brief Project Description:	Replace existing Frank J Wood Bridge (BR #2016) with 835-foot-long bridge on a curved upstream alignment. Steel girder bridge supported by concrete abutments and piers on ledge. The new bridge will include two 11-foot lanes, two 5-foot shoulders, and 6-foot sidewalks on both sides of the bridge. The bridge will be a multi-span steel girder structure supported by concrete piers and abutments on bedrock. Construction will take approximately 2.5 years. The existing bridge will be demolished and removed. Permanent Impacts to the Androscoggin River required to construct bridge abutments, riprap stabilization and in-water piers. Temporary fill in the river will be required to launch pile-supported work trestle for access to install cofferdams, construct the piers and superstructure and demolition.						
Project Location & Brief Directions to Site:	Route 201 south from Tophsam to Androscoggin River.						

PERMIT BY RULE (PBR) SECTIONS (Check at least one): I am filing notice of my intent to carry out work that meets the requirements for Permit-by-Rule (PBR) under DEP Rules, Chapter 305. I and my agent(s), if any, have read and will comply with all of the standards in the Sections checked below.

- ☐ **Sec. (2) Act. Adj. to Prot. Natural Res.**
- ☐ **Sec. (3) Intake Pipes**
- ☐ **Sec. (4) Replacement of Structures**
- ☐ **Sec. (6) Movement of Rocks or Veg.**
- ☐ **Sec. (7) Outfall Pipes**
- ☐ **Sec. (8) Shoreline Stabilization**
- ☐ **Sec. (9) Utility Crossing**
- ☐ **Sec. (10) Stream Crossing**
- ☒ **Sec. (11) State Transportation Facilities**
- ☐ **Sec. (12) Restoration of Natural Areas**
- ☐ **Sec. (13) F&W Creat./Water Qual. Improv.**
- ☐ **Sec. (15) Public Boat Ramps**
- ☐ **Sec. (16) Coastal Sand Dune Projects**
- ☐ **Sec. (17) Transfer/Permit Extension**
- ☐ **Sec. (18) Maintenance Dredging**
- ☐ **Sec. (19) Act. Near SVP Habitat**
- ☐ **Sec. (20) Act. Near Waterfowl/Bird Habitat**

NOTE: Municipal permits also *may* be required. Contact your local code enforcement office for information. Federal permits may be required for stream crossings and for projects involving wetland fill. Contact the Army Corps of Engineers at the Maine Project Office for information.

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS AND FEE

- ☒ ***Attach*** **all required submissions for the PBR Section(s) checked above. The required submissions for each PBR Section are outlined in Chapter 305 and may differ depending on the Section you are submitting under.**
- ☒ ***Attach*** a location map that clearly identifies the site (U.S.G.S. topo map, Maine Atlas & Gazetteer, or similar).
- ☐ ***Attach*** *Proof of Legal Name* if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's *registration information* (available at http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x). Individuals and municipalities are not required to provide any proof of identity.

FEE: Pay by credit card at the Payment Portal. The Permit-by-Rule fee may be found here https://www.maine.gov/dep/feeschedule.pdf and is currently $266.

***State Agency Internal Billing-please send invoice referencing WIN 22603.00 to Kathryn.Stebbins@maine.gov

- ☐ ***Attach*** **payment confirmation from the Payment Portal when filing this notification form.**

Signature & Certification:

- I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules**.**
- I understand that this PBR becomes effective 14 calendar days after receipt by the Department of this completed form, the required submissions, and fee, *unless the Department approves or denies the PBR prior to that date.*

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in Chapter 305 rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant (may be typed):	Kristen Chamberlain	Date:	12/2/2021

***Keep a copy as a record of permit*.** Email this completed form with attachments to DEP at: DEP.PBRNotification@maine.gov. DEP will send a copy to the Town Office as evidence of DEP's receipt of notification. No further authorization will be issued by DEP after receipt of notice. A PBR is valid for two years, except Section 4, "Replacement of Structures," are valid for three years. **Work carried out in violation of the Natural Resources Protection Act or any provision in Chapter 305 is subject to enforcement.**

11. State transportation facilities

A. Applicability

(1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation (MaineDOT) or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.

(2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

(1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.

(2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife and the Department of Marine Resources, as applicable. The applicant must coordinate with the reviewing agencies and incorporate any recommendations from those agencies into the performance of the activity.

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

(4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.

(5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.

(6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.

(7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland and Waterbodies Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

(a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or

(b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or

(c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(A), 9(B) and 9(C).

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

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

(9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.

(10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, the applicant must isolate the work area from the resource and divert stream flows around the work area, maintaining downstream flows while work is in progress.

(11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom. If avoiding the operation of wheeled or tracked equipment in the water is not possible, the applicant must explain the need to operate in the water. Approval from the DEP to operate in the water must be in writing, and any recommendations from the DEP must be incorporated into the performance of the activity.

(12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.

(13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Erosion and sediment control best management practices must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*

(14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above.

(15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

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

(16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.

(17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.

(18) Non-native species may not be planted in restored areas.

(19) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 *et seq.*

(20) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.

(21) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

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

(1) Diversion. The rerouting of a river, stream or brook around a construction site and then back to the downstream channel.

(2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.

(3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.

(4) Riprap. Heavy, irregularly shaped rocks that are fit into place, without mortar, on a slope as defined in the MaineDOT Standard Specifications, dated **November 2014**.

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

REPLY TO
ATTENTION OF

ENVIRONMENTAL OFFICE
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333
Kristen.Chamberlain@maine.gov

CORPS PERMIT # NAE-2021-03166
CORPS GPs 1
STATE ID# NRPA

DESCRIPTION OF WORK:
Place permanent and temporary fill below the ordinary highwater mark and high tide line of the Androscoggin River to replace the US 201/Route 24B bridge in Brunswick and Topsham, Maine. This work will result in approximately 4,720 s.f. of permanent and 5,120 s.f. of temporary tidal stream bed impact, and 430 s.f. of permanent and 1,160 s.f. of temporary non-tidal stream impact and is shown on the attached plans entitled "SECTION C: PROJECT LOCATION MAP" on one sheet dated "11/24/2021", "Frank J. Wood Bridge (#2016) Replacement U.S. 201/ME 24 over Androscoggin River Brunswick-Topsham" on 7 sheet dated "11/24/2021" and "FRANK J. WOOD BRIDGE" on 7 sheets and dated "7/20" and "4/20". DOT WIN: 24283.00

See Special and General Conditions attached.

LAT/LONG COORDINATES: 43.965881° **°N** -69.965881° **°W** **USGS QUAD:** BRUNSWICK

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 Permits (GPs) which can be found at:** https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GPs, including the GPs conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GPs 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 45 of the GPs (page 19) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GPs on October 14, 2025. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 14, 2026.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.**

II. STATE ACTIONS: PENDING [X], ISSUED [ ], DENIED [ ] DATE_____

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 12/10/21 LEVEL OF REVIEW: SELF-VERIFICATION: ___ PRE-CONSTRUCTION NOTIFICATION: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10_____, 404_____ 10/404 X , 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 978-318-8676 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

Richard Kristoff
Digitally signed by Richard Kristoff
Date: 2022.01.13 06:16:03 -05'00'

RICHARD KRISTOFF
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

Frank J Del Giudice
Digitally signed by Frank J Del Giudice
Date: 2022.01.13 07:17:39 -05'00'

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

US Army Corps
of Engineers ®
New England District

PLEASE NOTE THE FOLLOWING GENERAL AND SPECIAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
MAINE GENERAL PERMITS 22
PERMIT NO. NAE-2021-03166

GENERAL CONDITIONS

3. Other Permits. Permittees shall obtain other Federal, State, or local authorizations as required by law. Permittees are responsible for applying for and obtaining all required State of Maine or local approvals including a Flood Hazard Development Permit issued by the town/city. Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, may still be eligible for authorization under these GPs.

23. 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.

26. Temporary Fill.

a. Temporary fills, including but not limited to 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.

b. 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. Temporary fill shall be placed in a manner that will prevent it from being eroded by expected high flows.

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

d. Appropriate measures shall 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. Materials shall be placed 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.

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

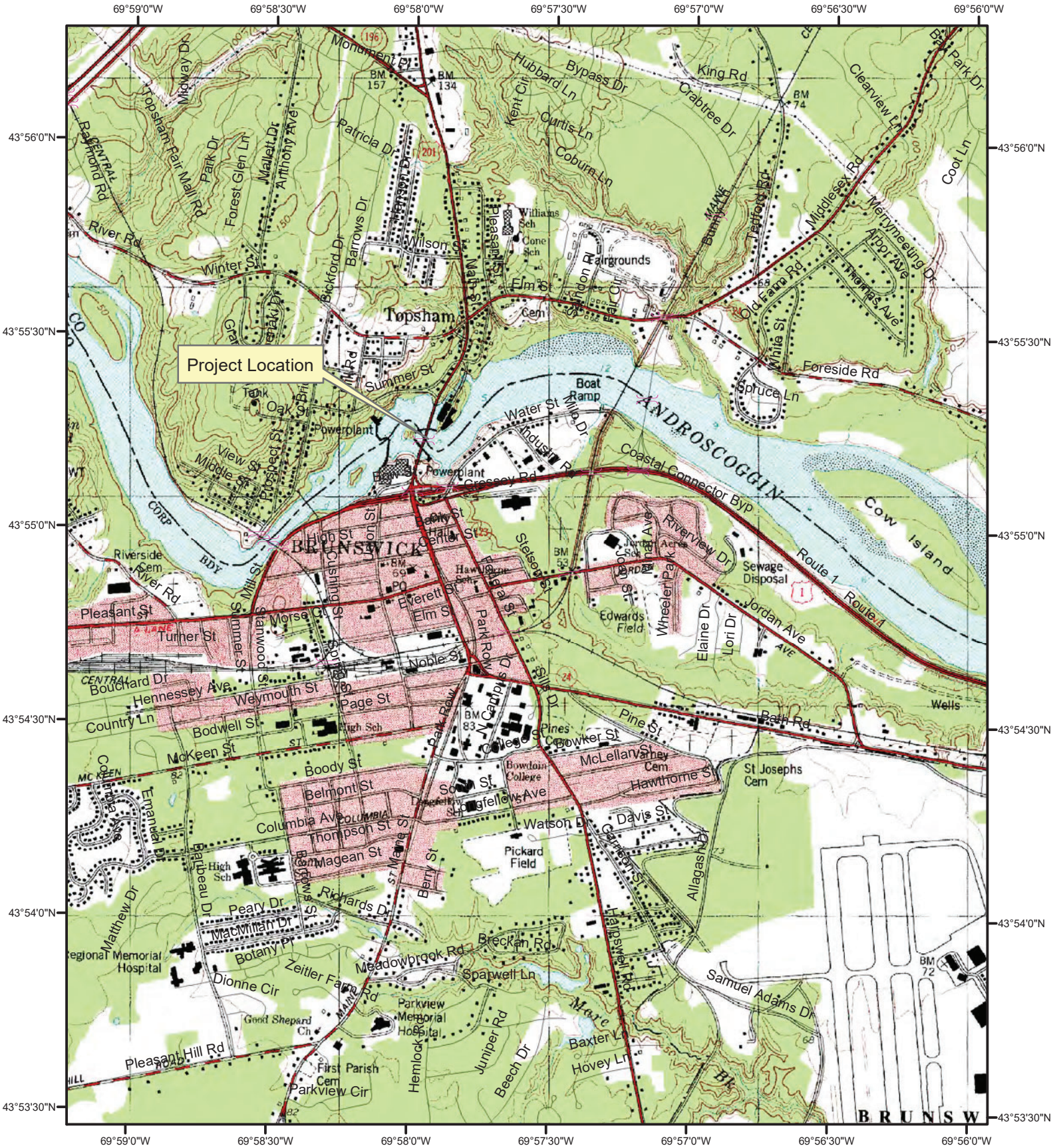
33. Permit(s)/Authorization Letter On-Site. The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying 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 these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. 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,

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. To facilitate these inspections, the permittee shall complete and return to the Corps the Work-Start Notification Form and the Compliance Certification Form when either is provided with an authorization letter. **These forms are attached after the plans.**

SPECIAL CONDITIONS

1. The permittee shall comply with all designated Avoidance and Minimization Measures (AMMs) attached to this authorization.
2. Debris and rubble from the demolition of the existing bridge should be prevented from entering the river below the OHW line, to the extent possible. Any debris or rubble that inadvertently falls below the OHW line should be removed using the least damaging methods available.
3. All bedrock leveling and substructure removal using hydraulic breakers, hoe rams, blasting, or other methods resulting in potential injury to fish species present should occur between November 8 to March 15. All other in water work activities resulting in potential noise levels over 150 dB RMS are subject to the August 1- March 15 work window.
4. Mitigation shall consist of payment of $20,972 to the Natural Resource Mitigation Fund. The Corps will provide a completed ILF Project Data Worksheet which must be mailed with a cashier's check or bank draft, made out to "Treasurer, State of Maine", with the permit number noted on the check. The check and worksheet should be mailed to: ME DEP, Attn: ILF Program Administrator, State House Station 17, Augusta, ME 04333. **This authorization is not valid until** the permittee provides the Corps with a copy of the check, with the permit number noted on the check. The ILF amount is only valid for a period of one year from the date on the authorization letter. After that time, the project would need to be reevaluated and a new amount determined.
5. The permittee shall comply with the enclosed Memorandum of Agreement titled "MEMORANDUM OF AMONG THE FEDERAL HIGHWAY ADMINISTRATION, ADVISORY COUNCIL ON HISTORIC PRESERVATION, MAINE DEPARTMENT OF TRANSPORTATION, AND MAINE STATE HISTORIC PRESERVATION OFFICER REGARDING THE FRANK J. WOOD BRIDGE #2016 REPLACEMENT CUMBERLAND AND SAGADAHOC COUNTIES, MAINE."
6. Plans for any project-related blasting will be submitted within 150 days for NMFS to review and will be designed to remain below potential fish injury limits (206 dB peak (2.89 PSI))
7. Any blasting activities to occur from November 8 to November 30 will incorporate the following minimization measures to reduce potential impacts to adult Atlantic salmon which may still be present in the area:
    a. Active acoustic monitoring of the action area for any tagged fish potentially present in the Androscoggin River.
    b. Minimize charge sizes and the number of days of exposure to blasting.
    c. Deploy scare charges prior to the main blast.
    d. Conduct visual inspection of the action area post blast to document any impacts to fish.
8. All elements of the project will be conducted in compliance with MaineDOT's Standard Specifications (MaineDOT 2014). The Standard Specifications is a textual compilation of provisions and requirements for the performance of any MaineDOT work and requires BMPs related to surface water quality protection and waste management. BMPs are methods, facilities, build elements, and techniques implemented or installed during project construction to prevent or reduce project impacts.
9. The permittee shall comply with the enclosed Memorandum of Agreement titled "MEMORANDUM OF AGREEMENT AMONG THE FEDERAL HIGHWAY ADMNISTRATION, ADVISORY COUNCIL ON HISTORIC PRESERVATION, MAINE DEPARTMENT OF TRANSPORTATION, AND MAINE STATE HISTORIC PRESERVATION OFFICER REGARDING THE FRANK J. WOOD BRIDGE #2016 REPLACEMENT CUMBERLAND AND SAGADAHOC COUNTIES, MAINE." This is to avoid, minimize and/or mitigate for the adverse effect that the authorized work will cause at this historic property.

SECTION C: PROJECT LOCATION MAP

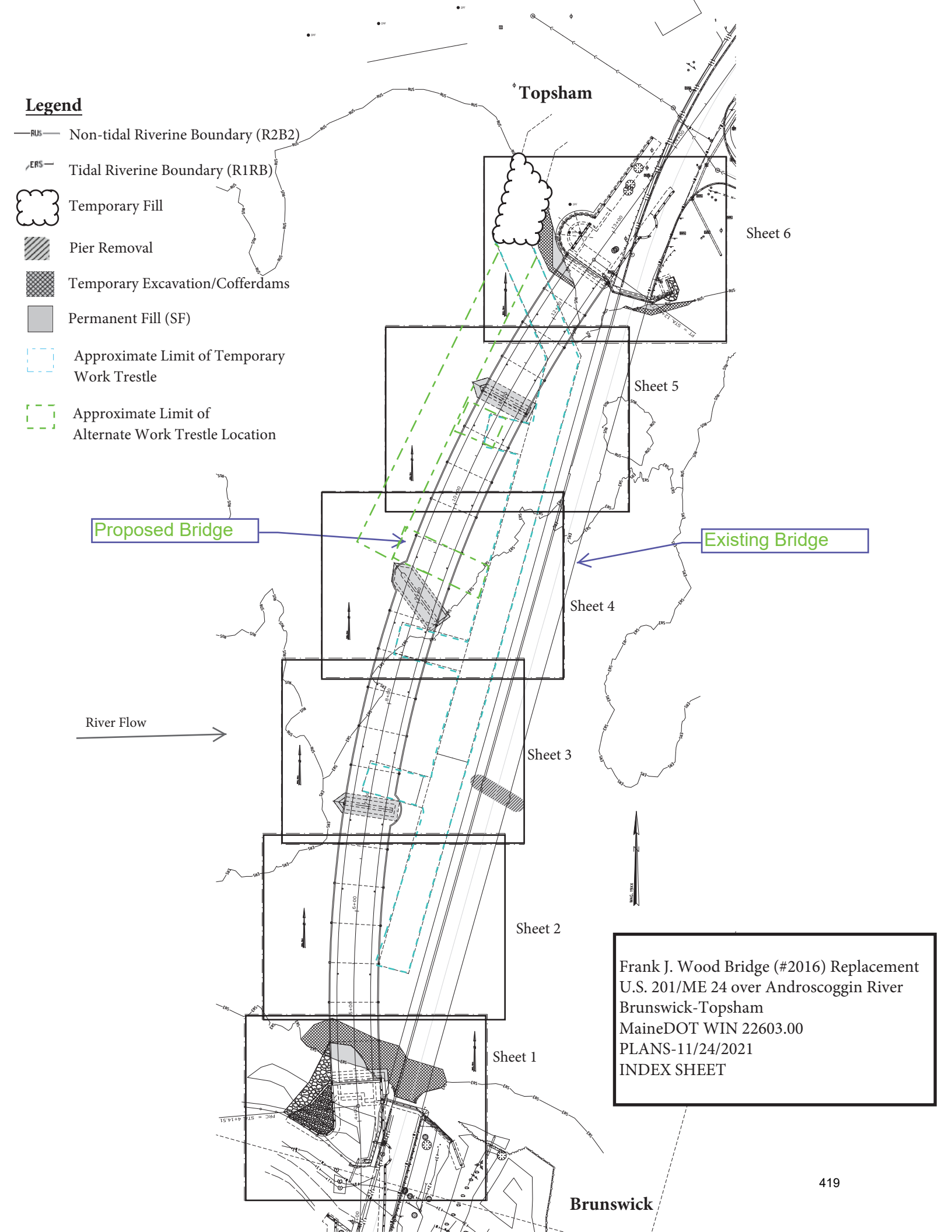


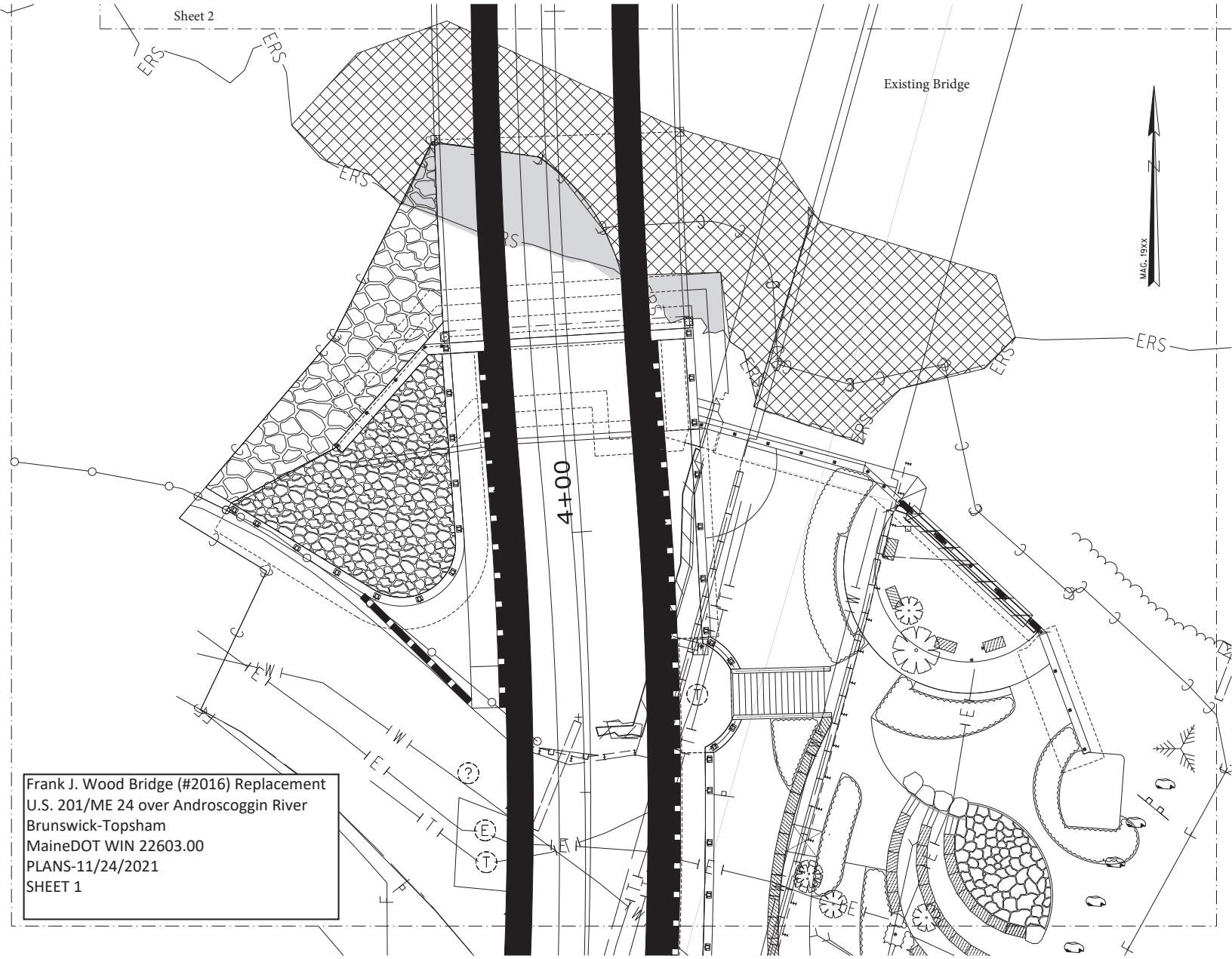
43°55'13.12"N
69°57'58.00"W

0 335 670 1,340 2,010 2,680 Feet

Frank J. Wood Bridge (#2016) Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-LOCATION MAP-11/24/2021

N
W E
S


Legend
Non-tidal Riverine Boundary (R2B2)
Tidal Riverine Boundary (R1RB)
Temporary Fill
Pier Removal
Temporary Excavation/Cofferdams
Permanent Fill (SF)
Approximate Limit of Temporary Work Trestle
Approximate Limit of Alternate Work Trestle Location
Topsham
Sheet 6
Sheet 5
Proposed Bridge
Existing Bridge
Sheet 4
River Flow
Sheet 3
Sheet 2
Sheet 1
Brunswick
Frank J. Wood Bridge (#2016) Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
INDEX SHEET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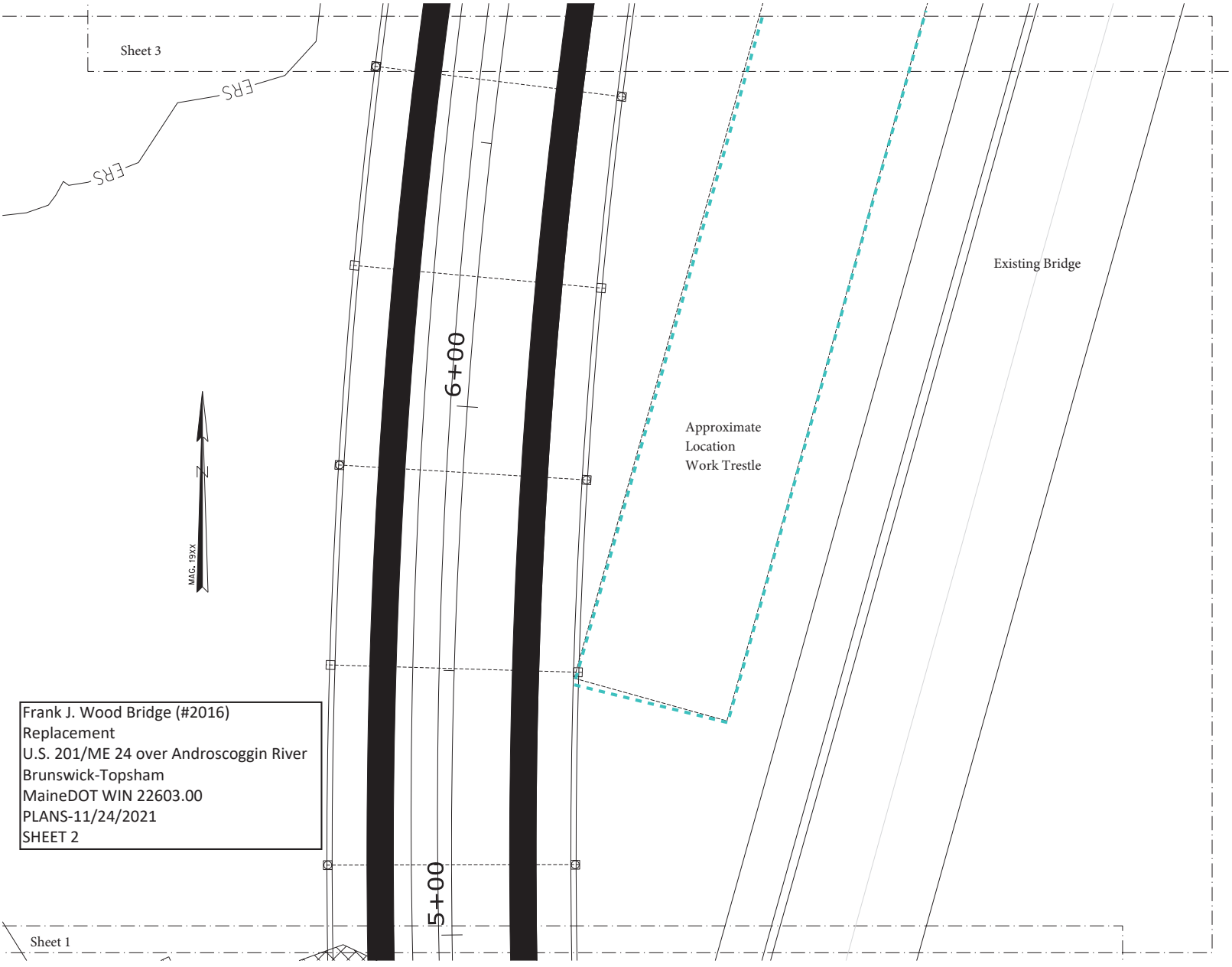
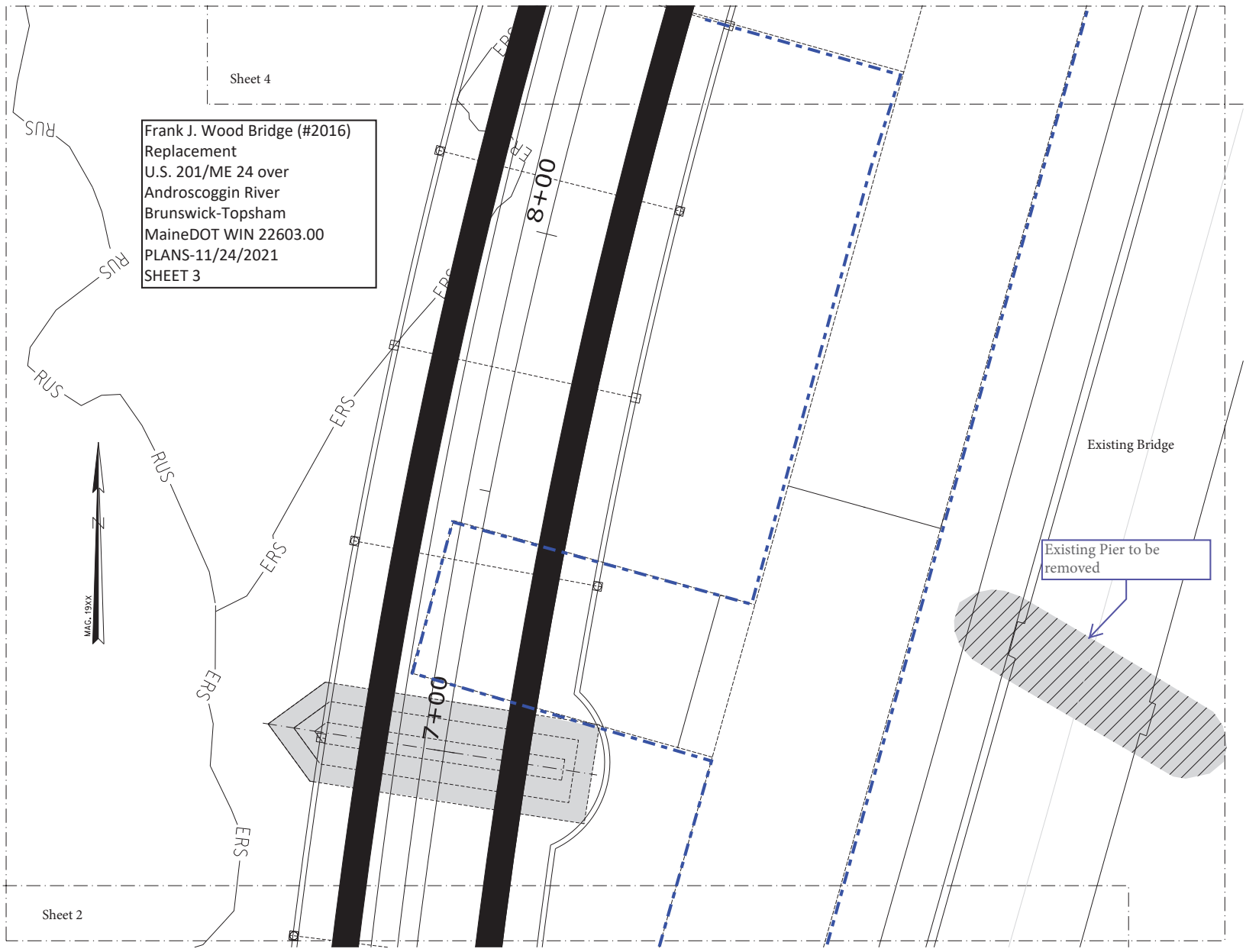
Existing Bridge
ERS
4+00
MAG. 19XX
Frank J. Wood Bridge (#2016) Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 1



Frank J. Wood Bridge (#2016)
Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 2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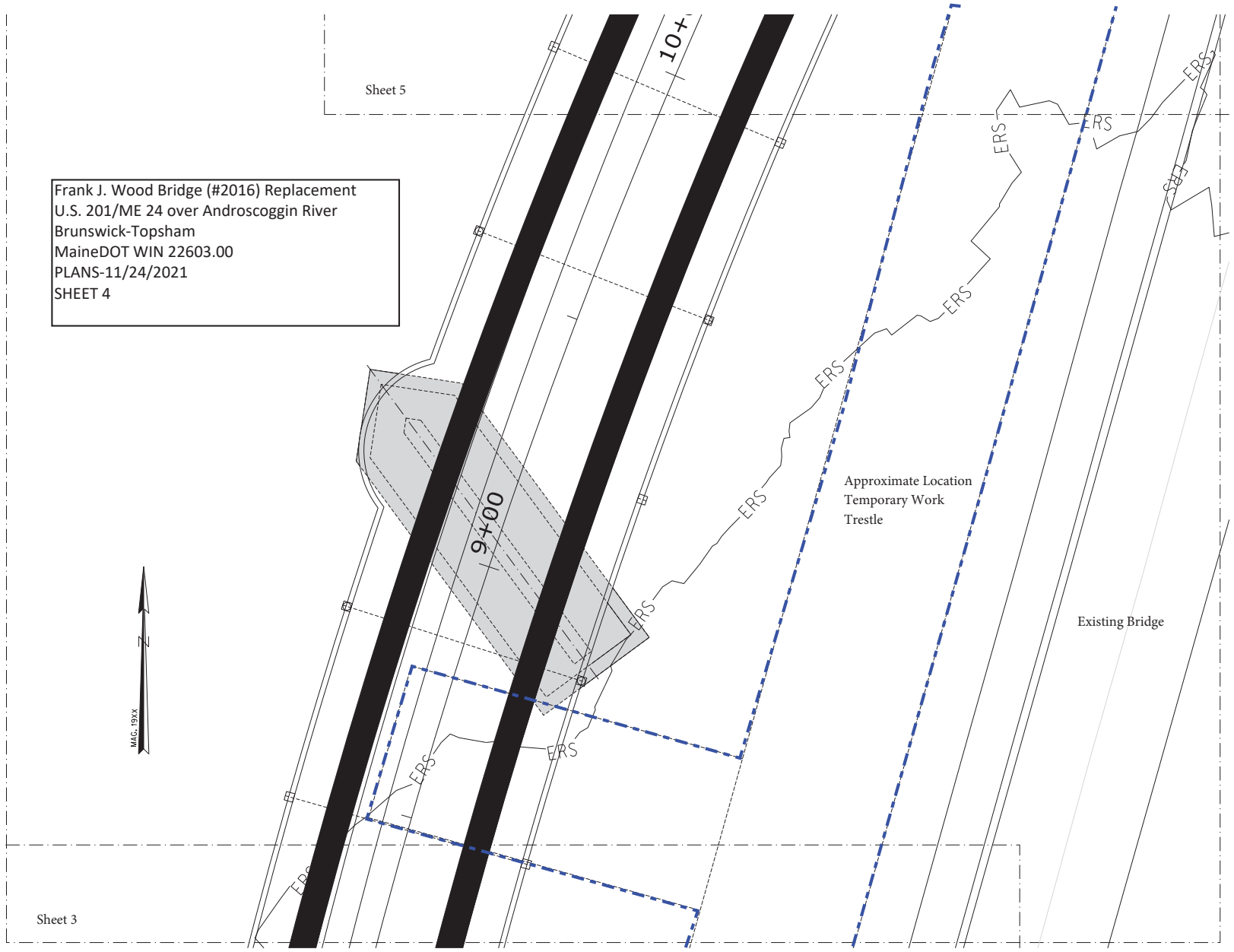
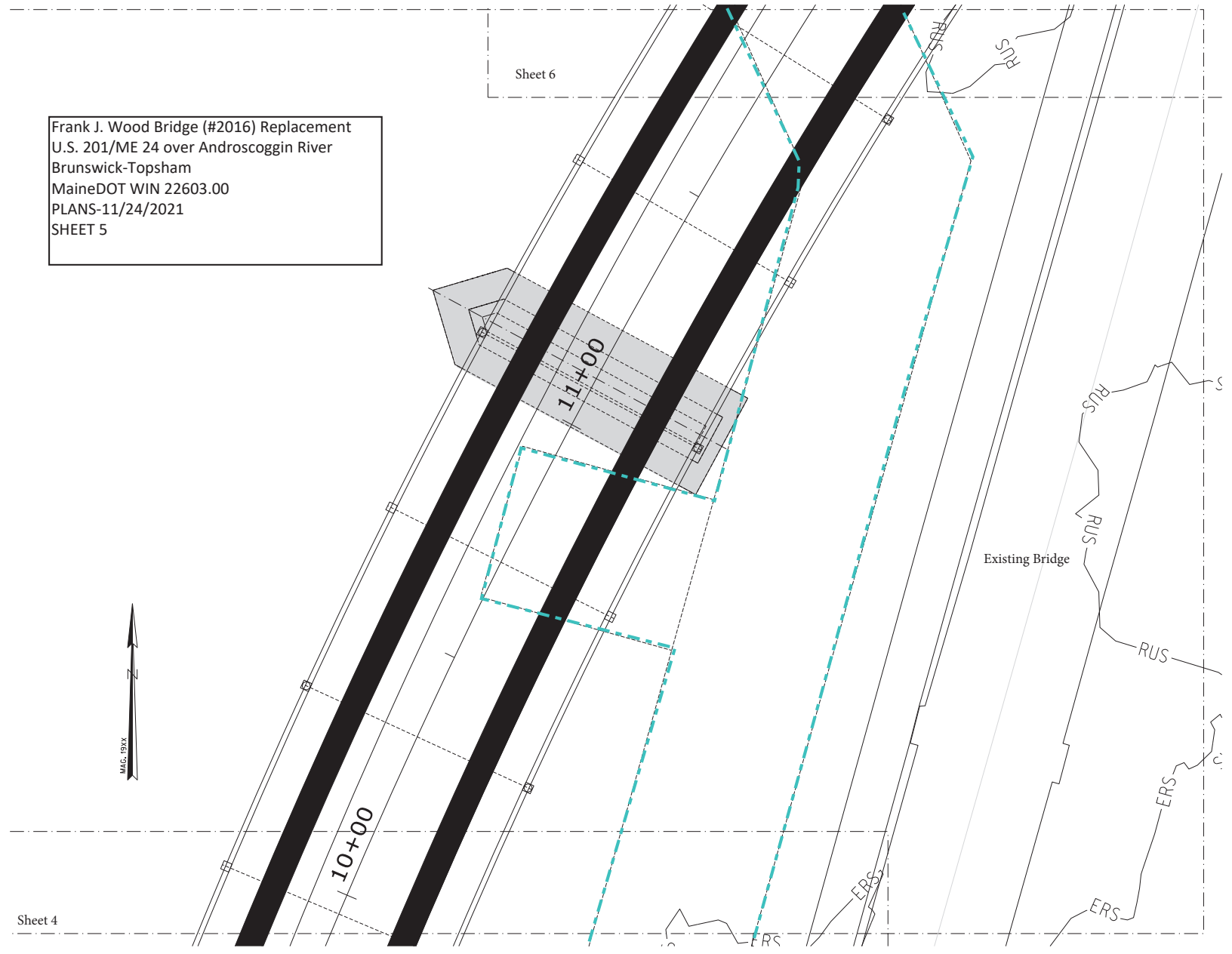
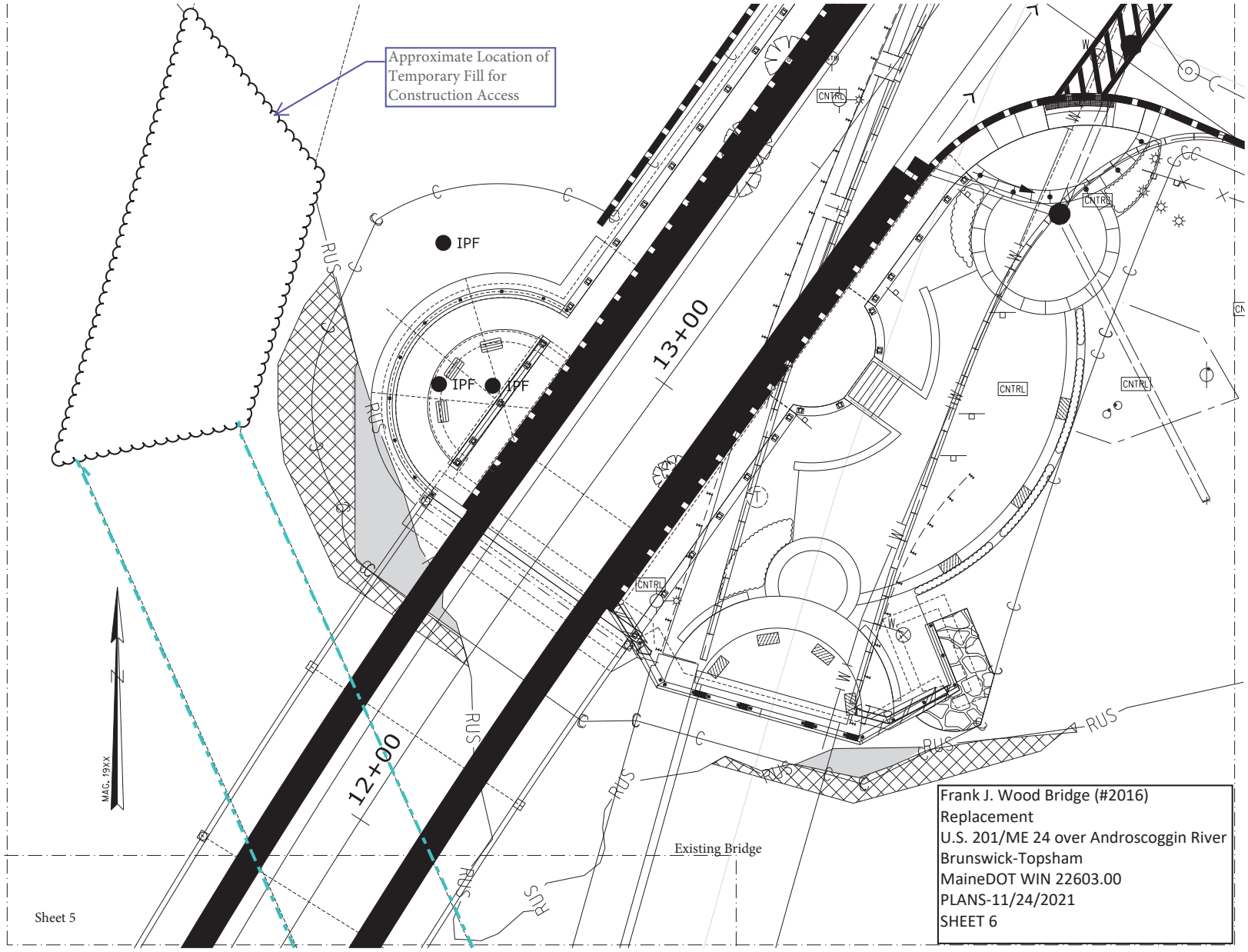
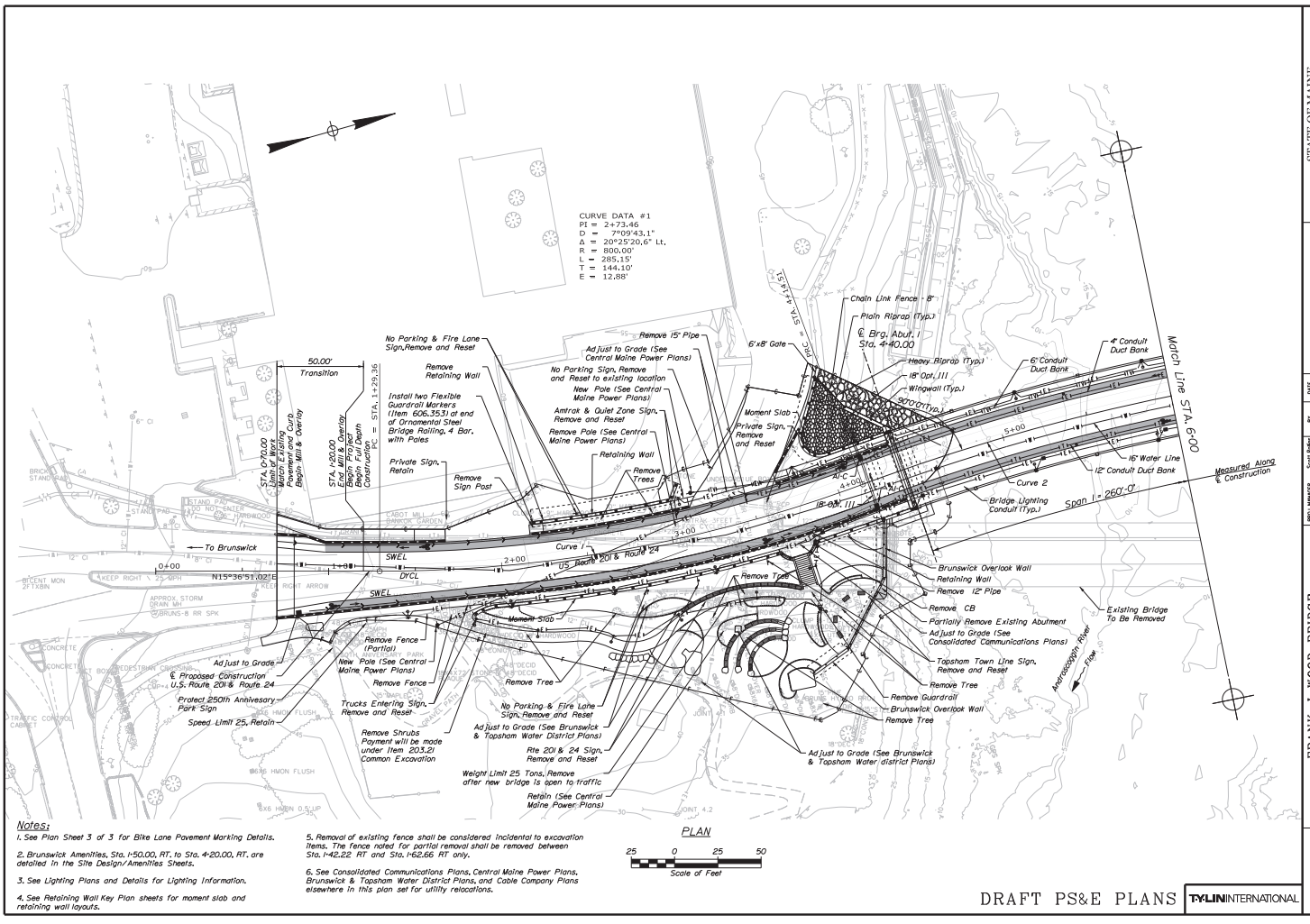
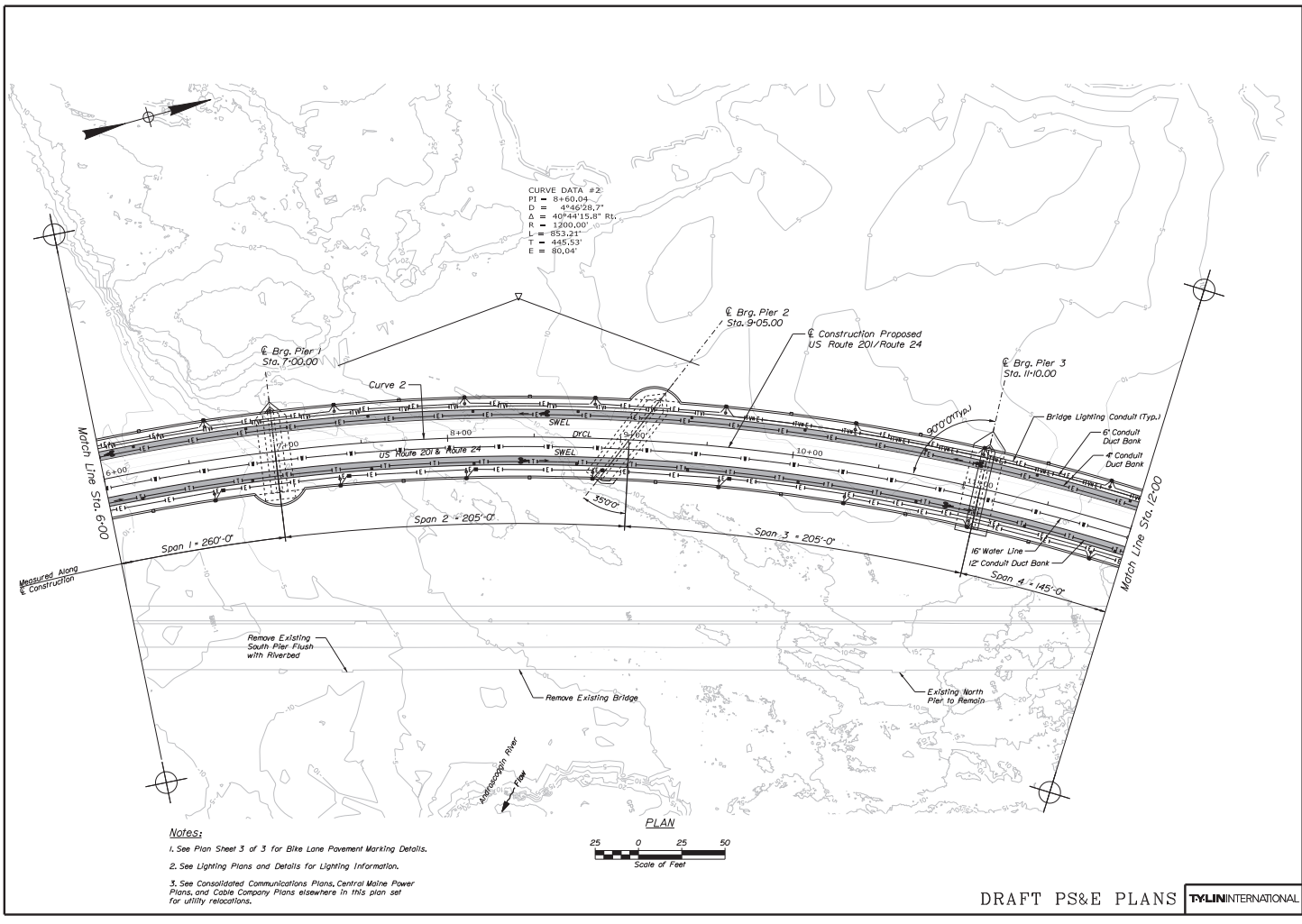
Frank J. Wood Bridge (#2016)
Replacement
U.S. 201/ME 24 over
Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 3
RUS
ERS
8+00
7+00
Existing Bridge
Existing Pier to be removed
N
MAG. 19XX
Sheet 2


Frank J. Wood Bridge (#2016) Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 4
Sheet 5
Sheet 3
10+
9+00
ERS
Approximate Location
Temporary Work
Trestle
Existing Bridge
N
MAG. 19XX


Frank J. Wood Bridge (#2016) Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 5
Sheet 6
Sheet 4
11+00
10+00
Existing Bridge
RUS
ERS
N
MAG. 19XX


Approximate Location of Temporary Fill for Construction Access
IPF
IPF
IPF
13+00
12+00
RUS
CNTRL
MAG. 19XX
Existing Bridge
Sheet 5
Frank J. Wood Bridge (#2016)
Replacement
U.S. 201/ME 24 over Androscoggin River
Brunswick-Topsham
MaineDOT WIN 22603.00
PLANS-11/24/2021
SHEET 6


CURVE DATA #1
PI = 2+73.46
D = 7°09'43.1"
Δ = 20°25'20.6" Lt.
R = 800.00'
L = 285.15'
T = 144.10'
E = 12.88'
STA. 1+44.51 = STA. 1+29.36
50.00' Transition
STA. 1+20.00 End of Wood Sidewalk. Match Existing Pavement and Curb. Begin Mill & Overlay
STA. 1+20.00 End Mill & Overlay. Begin Full Depth Construction
PC = STA. 1+29.36
No Parking & Fire Lane Sign,Remove and Reset
Remove Retaining Wall
Install two Flexible Guardrail Markers (Item 606.353) at end of Ornamental Steel Bridge Railing, 4 Bar, with Poles
Private Sign, Retain
Remove Sign Post
Remove 15" Pipe
Ad just to Grade (See Central Maine Power Plans)
No Parking Sign, Remove and Reset to existing location
New Pole (See Central Maine Power Plans)
Amtrak & Quiet Zone Sign, Remove and Reset
Remove Pole (See Central Maine Power Plans)
Retaining Wall
Remove Trees
Moment Slab
Private Sign, Remove and Reset
6'x8' Gate
℄ Brg. Abut. 1 Sta. 4+40.00
Chain Link Fence - 8'
Plain Riprap (Typ.)
Heavy Riprap (Typ.)
18" Opt. III
Wingwall (Typ.)
90° (Typ.)
4" Conduit Duct Bank
6" Conduit Duct Bank
12" Conduit Duct Bank
16" Water Line
Match Line STA. 6+00
Measured Along ℄ Construction
Curve 2
Span = 260'-0"
Bridge Lighting Conduit (Typ.)
Brunswick Overlook Wall
Retaining Wall
Remove 12" Pipe
Remove CB
Partially Remove Existing Abutment
Ad just to Grade (See Consolidated Communications Plans)
Topsham Town Line Sign, Remove and Reset
Remove Tree
Remove Guardrail
Brunswick Overlook Wall
Remove Tree
Ad just to Grade (See Brunswick & Topsham Water district Plans)
Existing Bridge To Be Removed
Androscoggin River Flow
To Brunswick
℄ Proposed Construction U.S. Route 201 & Route 24
Protect 250th Anniversary Park Sign
Speed Limit 25, Retain
Ad just to Grade
Remove Fence (Partial)
New Pole (See Central Maine Power Plans)
Remove Fence
Trucks Entering Sign, Remove and Reset
Remove Shrubs Payment will be made under Item 203.21 Common Excavation
Remove Tree
No Parking & Fire Lane Sign, Remove and Reset
Ad just to Grade (See Brunswick & Topsham Water District Plans)
Rte 201 & 24 Sign, Remove and Reset
Weight Limit 25 Tons, Remove after new bridge is open to traffic
Retain (See Central Maine Power Plans)
Curve 1
US Route 201 & Route 24
SWEL
DYCL
Moment Slab
Remove Tree
Remove Tree
Remove Tree
Ad just to Grade (See Brunswick & Topsham Water district Plans)
Remove Tree
Remove Tree
Remove Tree



Notes:

1. See Plan Sheet 3 of 3 for Bike Lane Pavement Marking Details.
2. See Lighting Plans and Details for Lighting Information.
3. See Consolidated Communications Plans, Central Maine Power Plans, and Cable Company Plans elsewhere in this plan set for utility relocations.

DRAFT PS&E PLANS

TYLIN INTERNATIONAL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2260(300)X

WIN 22603.00

BRIDGE NO. 2016

BRIDGE PLANS

PROJ. MANAGER	Scott Bailey	BY	DATE
DESIGN DETAILED	D.Bachelder	J.Aery	7/20
CHECKED (AS-BUILT)	D.Bachelder	D.Bachelder	7/20
QUALITY CONTROL	D.Bachelder		
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

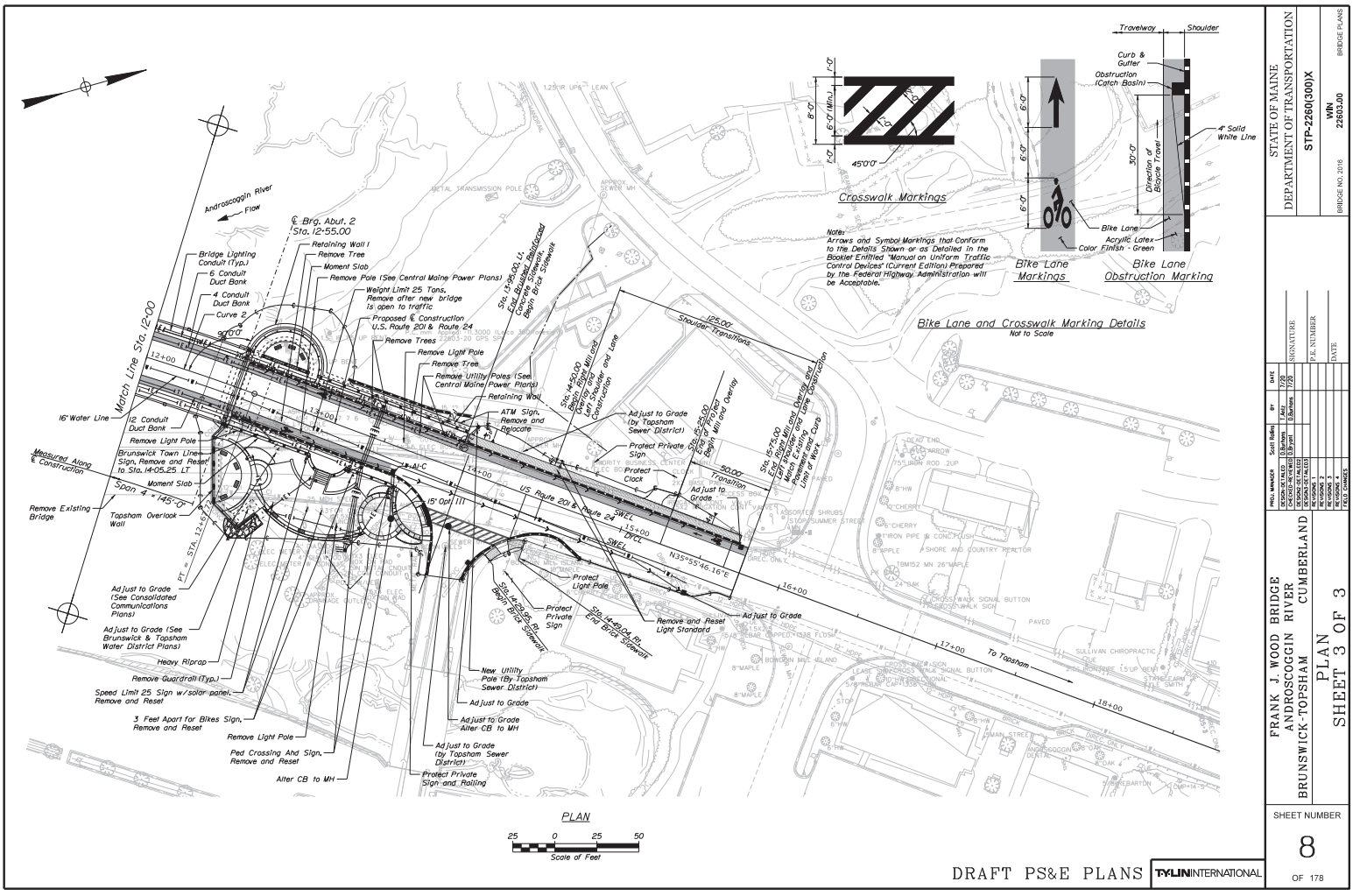
DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND

PLAN
SHEET 2 OF 3

SHEET NUMBER
7
OF 178

Filename: ...\106207_5\007_HDPlan_02.DGN Division: Username: Date:9/14/2021



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
STP-2260(300)X
WIN 22803.00
BRIDGE NO. 2016
BRIDGE PLANS

PROJ. MANAGER	Scott Rollins	BY	DATE
DESIGN_DETAILED	S.Basham	T.Ayer	7/20
CHECKED_AS_NOTED	S.Bryant	S.Basham	7/20
DESIGN_SUPERVISOR			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FILES_CHANGED			

SIGNATURE
P.E. NUMBER
DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND
PLAN
SHEET 3 OF 3

SHEET NUMBER
8
OF 178

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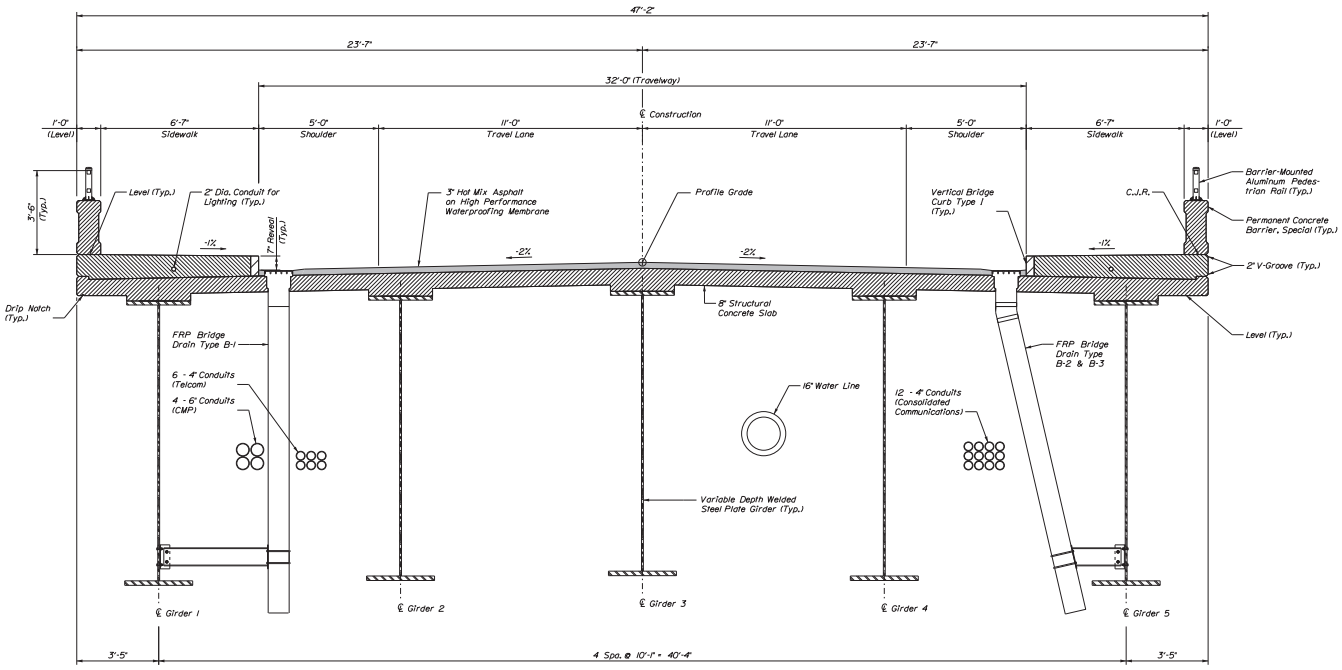

TRANSVERSE SECTION

SUPERSTRUCTURE NOTES

1. The theoretical blocking used for design of the structure is 5½ inches at the centerline of bearing of the abutments and piers. Refer to Standard Detail 502(03) for blocking details.
2. Reinforcing steel shall have a minimum concrete cover of 2 inches unless otherwise noted.
3. Adjust reinforcing steel to fit around the bridge drains in a manner approved by the Resident. Do not cut transverse reinforcing bars.
4. Form a two-inch V-groove on the fascias at the horizontal joint between the sidewalk and slab and at the horizontal joint between the concrete barrier and the sidewalk.
5. The sidewalk shall include tooled control joints spaced evenly at 6'-0" maximum. Joints shall be perpendicular to the curb line, shall be 1" minimum depth, and shall have a 1/4" radius edge minimum. Tooled control joints shall be placed symmetrically on either side of the roadway. (Joint spacing on the inside of the curve will be slightly less than 6'-0".
6. Unless the superstructure slab concrete is placed in one continuous operation, the placements shall follow the Deck Pour Sequence identified on the plans. Successive placements shall proceed from the low end of the placement. Concrete in a placement shall be kept plastic until the entire section has been placed. A minimum of 5 days shall elapse between successive placements. The superstructure slab concrete placement sequence shall be approved by the Resident.
7. Mortar for bedding and for joints in the granite curb shall contain an approved non-shrink additive.
8. Permanent Concrete Barrier reinforcing steel shall be stainless steel.
9. The Contractor shall install Permanent Concrete Barrier vertical stirrups, as shown on "Concrete Barrier Details" sheets, prior to the placement of sidewalk concrete.
10. With the exception of localized concrete joint header blockouts, the superstructure slab and backwall concrete shall be in place before the Expansion Device is fixed in position.
11. The use of Precast Concrete Deck Panels will not be allowed on this project.
12. Protective Coating for Concrete Surfaces shall be applied to the face and top of concrete curbs, concrete transition barriers, fascias down to the drop notch, and permanently exposed strips of concrete adjacent to the expansion devices.

LEGEND:

C.J.R. = Construction Joint, Roughen Surface ¼" profile Min.

DRAFT PS&E PLANS

TYLIN INTERNATIONAL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2260(300)X

WIN 22603.00

BRIDGE NO. 2016

BRIDGE PLANS

PROJ. MANAGER	Scott Bailey	BY:	DATE
DESIGN DETAILED	C. Hafer	S.Morgan	1/20
CHECKED REVIEWED	D.Lewis	D.Myers	1/20
DESIGN DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND

TRANSVERSE SECTION

SHEET NUMBER
120
OF 178

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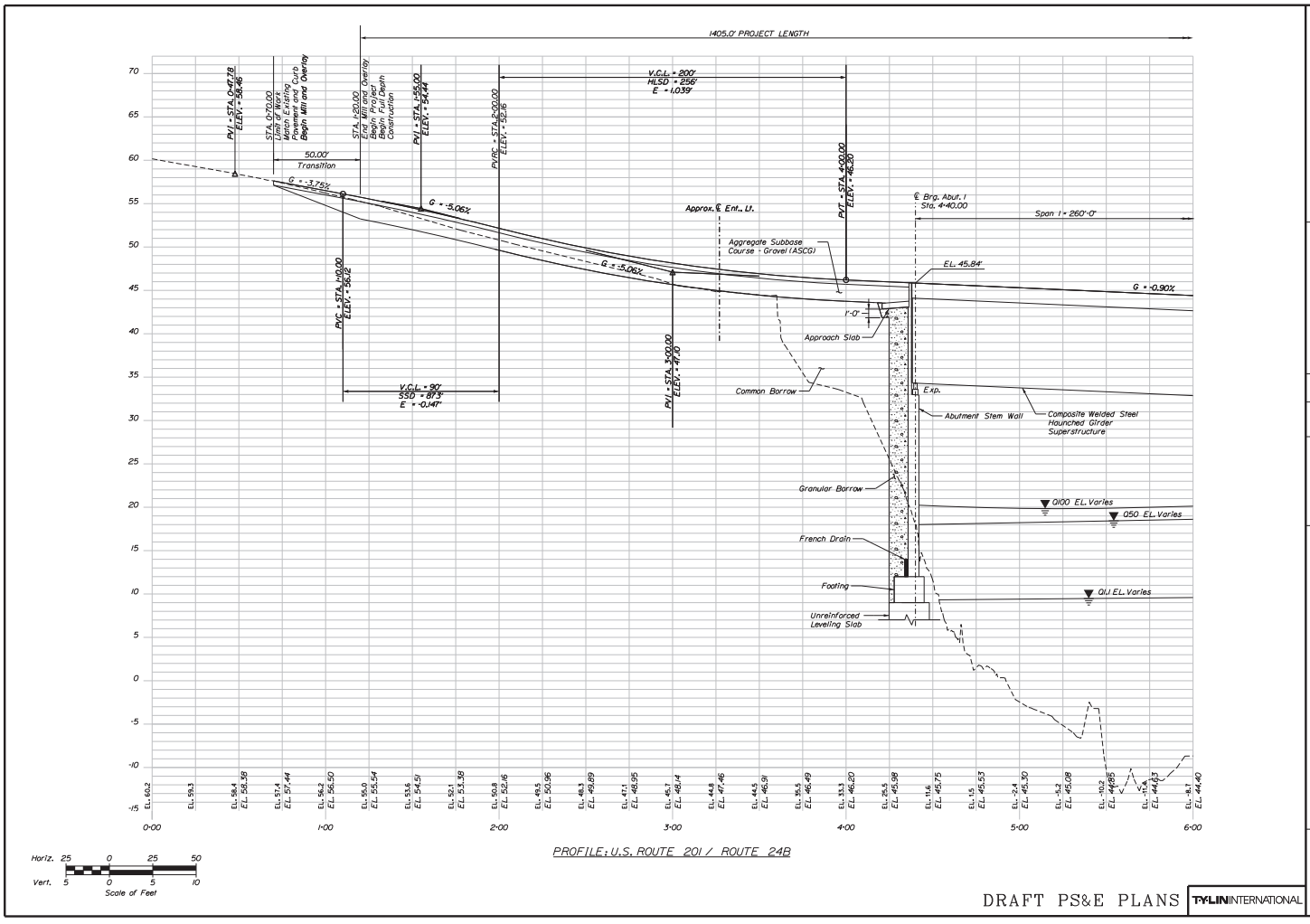

PROFILE: U.S. ROUTE 201 / ROUTE 24B

DRAFT PS&E PLANS

TYLIN INTERNATIONAL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2260(300)X

WIN 22603.00

BRIDGE NO. 2016

BRIDGE PLANS

PROJ. MANAGER	Scott Bailey	BY	DATE
DESIGN-SECT.M.O.	D.Bachman	T.Artz	7/20
CHECKED-REVIEWED	D.Bryant	D.Bachman	7/20
DESIGN-SECT.M.O.			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FILE CHANGES			

SIGNATURE

P.E. NUMBER

DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND

PROFILE
SHEET 1 OF 3

SHEET NUMBER
9
OF 178

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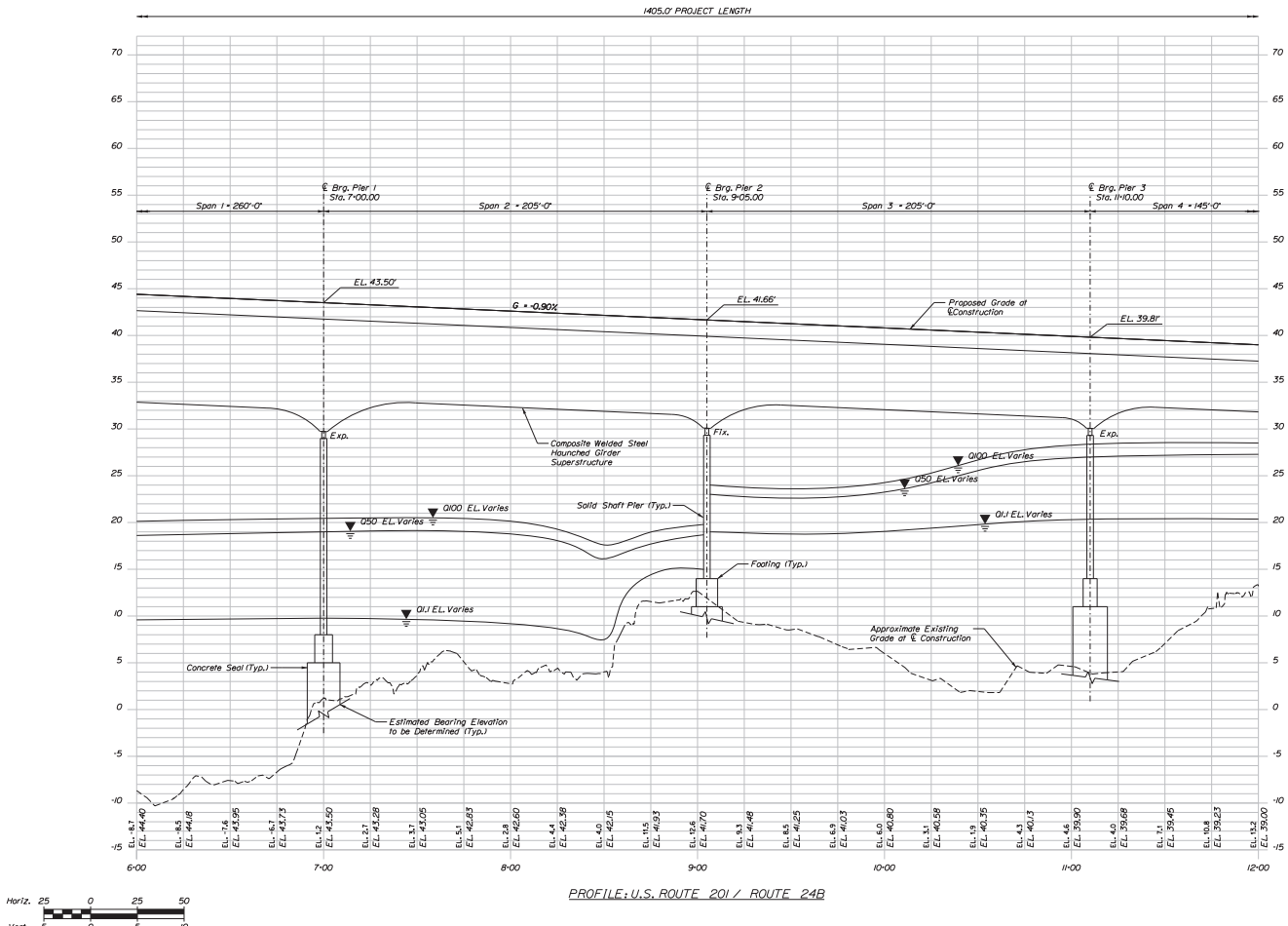

PROFILE: U.S. ROUTE 201 / ROUTE 24B

DRAFT PS&E PLANS

TYLIN INTERNATIONAL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2260(300)X

WIN 22603.00

BRIDGE NO. 2016

BRIDGE PLANS

PROJ. MANAGER	Scott Bailey	BY	DATE
DESIGN-DETAILED	D.Bachelder	T.Metz	7/20
CHECKED-REVIEWED	D.Bryant	D.Bachelder	7/20
DESIGN-DETAILED			
DESIGN-DETAILED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND

PROFILE
SHEET 2 OF 3

SHEET NUMBER
10
OF 178

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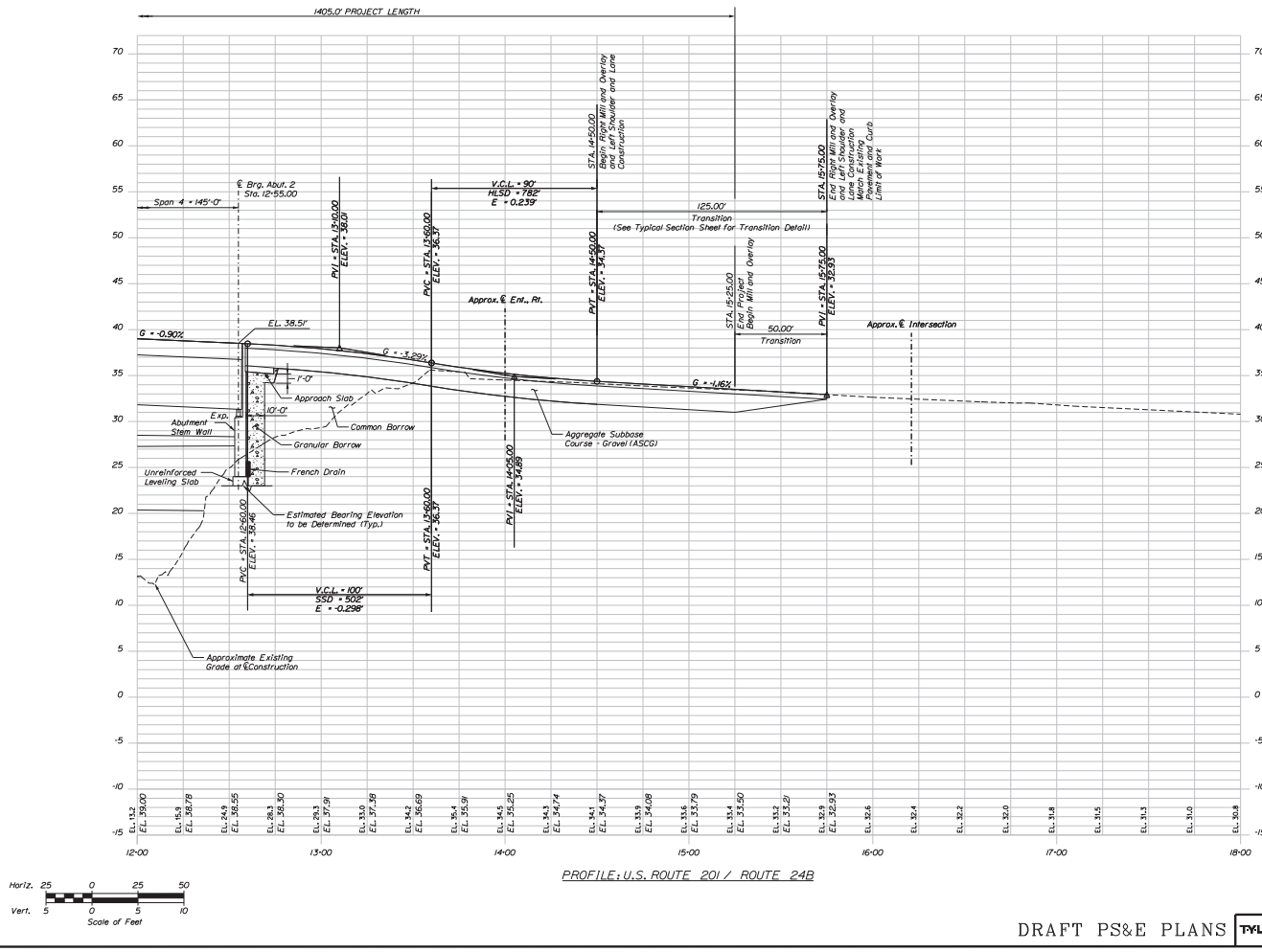

PROFILE: U.S. ROUTE 201 / ROUTE 24B

DRAFT PS&E PLANS

TYLIN INTERNATIONAL

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STP-2260(300)X

WIN 22603.00

BRIDGE PLANS

BRIDGE NO. 2016

PROJ. MANAGER	Scott Bailey	BY	DATE
DESIGN-DETAILED	D.Burtner	T.Artz	7/20
CHECKED-REVIEWED	D.Bryant	D.Burtner	7/20
DESIGN-DETAILED			
DESIGN-CHECKED			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

DATE

FRANK J. WOOD BRIDGE
ANDROSCOGGIN RIVER
BRUNSWICK-TOPSHAM CUMBERLAND

PROFILE
SHEET 3 OF 3

SHEET NUMBER
11
OF 178

Filename: ...\106207_9\011_HDP\rdlw_03.DGN Division: Username: Date:9/14/2021

MEMORANDUM OF AGREEMENT

AMONG THE FEDERAL HIGHWAY ADMINISTRATION,

ADVISORY COUNCIL ON HISTORIC PRESERVATION,

MAINE DEPARMENT OF TRANSPORTATION,

AND MAINE STATE HISTORIC PRESERVATION OFFICER

REGARDING THE FRANK J. WOOD BRIDGE #2016

REPLACEMENT

CUMBERLAND AND SAGADAHOC COUNTIES, MAINE

WHEREAS, the Federal Highway Administration (FHWA) plans to fund the Frank J. Wood Bridge project (undertaking) between Brunswick and Topsham, Maine via the Federal-Aid Highway Program; and

WHEREAS, the undertaking consists of replacing the Frank J. Wood Bridge with a new steel girder bridge supported by concrete abutments and piers on an upstream alignment; and

WHEREAS, the FHWA Maine Division Administrator is the "Agency Official" responsible for ensuring that the undertaking complies with Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108), as amended, and codified in its implementing regulations, 36 CFR Part 800, as amended (August 5, 2004); and

WHEREAS, the MaineDOT proposes to design and construct the undertaking; and

WHEREAS, the MaineDOT has been delegated responsibilities under the November 4, 2004 Programmatic Agreement Among Federal Highway Administration, Federal Transit Administration, the Advisory Council on Historic Preservation, The Maine State Historic Preservation Officer, and Maine Department of Transportation, Regarding the Implementation of the Federal Aid Highway and Federal Transit Programs in Maine; and

WHEREAS, FHWA has defined the undertaking's area of potential effects (APE) as displayed in Attachment A; and

WHEREAS, FHWA has determined that the undertaking has an adverse effect on the Cabot Mill, which is eligible for listing in the National Register of Historic Places (NRHP) under Criteria

A & C; the Frank J. Wood Bridge which is eligible for listing in the NRHP under Criteria A, and for the purposes of mitigation FHWA is considering eligible under Criterion C; the Brunswick Topsham Industrial Historic District which is eligible for listing in the NRHP under Criteria A & C; and Pejepscot Paper Company which is listed in the NRHP under Criteria A & C, and has consulted with the SHPO; and

WHEREAS, FHWA has consulted with federally-recognized Indian tribes (Tribes) including the Aroostook Band of Micmacs, Houlton Band of Maliseet Indians, Passamaquoddy Tribe, and Penobscot Nation on the proposed undertaking in accordance with 36 CFR Section 800.3 (f)(2). Emails were sent to the Tribes on November 3, 2015 in accordance with their preferred method of receiving information. The Penobscot Nation and the Passamaquoddy Tribe responded on November 19, 2015 and December 8, 2016 and indicated that this undertaking will have no impact on a structure or site of historic, architectural or archaeological significance to their Tribes. Additional information was provided on the preferred alternative and archaeological Phase II results to the Tribes on October 22, 2018 via email. The Houlton Band of Maliseet responded with no concerns; and

WHEREAS, in accordance with 36 CFR 800.2(c), FHWA has requested input and considered the views of consulting parties (Attachment B) in a manner that reflects the nature and complexity of the undertaking and its effects on historic properties. Attachment C provides a timeline of the Section 106 process including communications to and from the consulting parties; and

WHEREAS, in accordance with 36 CFR 800.2(d), FHWA has requested input and considered the views of and the public in a manner that reflects the nature and complexity of the undertaking and its effects on historic properties; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), FHWA has notified the ACHP of the potential for an adverse effect determination. FHWA invited the ACHP to consult and the ACHP has chosen to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii) on December 28, 2017; and

WHEREAS, in accordance with 36 CFR Section 800.6(c)(2), FHWA has invited the MaineDOT to be an invited signatory; and

WHEREAS, in accordance with 36 CFR Section 800.6(c)(3), FHWA has invited the consulting parties to be concurring signatories.

NOW, THEREFORE, the ACHP, FHWA and the Maine SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA, with assistance from MaineDOT, shall ensure that the following measures are carried out:

I. New Bridge Design Review Process

MaineDOT will consult with the Maine SHPO, the Bridge Design Committee, and the consulting parties on the final design of the new bridge. MaineDOT will provide the SHPO, Bridge Design Committee, and the consulting parties, for their review and comments, details on aesthetic bridge design features, including public space, viewing, railing and lighting options to ensure compatibility with existing historic features. The information will be provided at 60% and 90% relevant design documents via email and posted on the MaineDOT Frank J Wood web page. The Design Advisory Committee and consulting parties will have 30 calendar days to review and provide any comments to MaineDOT.

II. Historic American Engineering Recordation

MaineDOT will provide recordation of the Frank J. Wood Bridge (Maine State Bridge No. 2016) in consultation with the National Park Service and in accordance with Historic American Engineering Record (HAER) Level 1 Standards which include *Guide to Written Reports for the Historic American Engineering Record (HAER)* and the *Guide to Preparing HABS/HAER Photographic Documentation* (2008, updated December 2017; and 2011, updated June 2015, respectively). Documentation will be prepared by a 36 CFR 61 qualified architectural historian. All materials submitted as documentation will follow the requirements stated by the Heritage Documentation Program and the National Park Service Northeast Regional Office's schedule of documentation. The Maine SHPO will be provided an opportunity of forty-five (45) days to review and comment on one draft before the HAER is submitted to the National Park Service to be archived. The Maine SHPO may request a second round of review.

MaineDOT will be responsible for providing the following to:

*Maine SHPO
one (1) archival printed copy of the HAER, one (1) set of large format photos and negatives, and pdfs on a USB flash drive.

*Town of Brunswick
one (1) archival printed copy of the HAER and one (1) set of large format photos and negatives.

*Town of Topsham
one (1) archival printed copy of the HAER and one (1) set of large format photos and negatives.

MaineDOT will complete the recordation and distribution by December 2020.

III. National Register of Historic Places Nomination

MaineDOT will prepare and submit to the Maine SHPO a NRHP nomination for the previously determined eligible Brunswick Topsham Industrial Historic District (including National Register-eligible tenement housing). The nomination will be prepared by a 36 CFR 61 qualified architectural historian with a specialization in industrial history. MaineDOT will submit qualified consultants to the Maine SHPO for approval. This nomination shall be developed in consultation with the staff of the Maine SHPO and shall meet the Maine Historic Preservation Commission's National Register Submission Guidelines, 2016.

MaineDOT will complete the National Register nomination by December 2022.

IV. Outdoor Interpretive Panel

MaineDOT will design and install two (2) permanent outdoor interpretive displays (consisting of no more than three (3) panels at each site) depicting the Frank J. Wood Bridge and earlier crossings, their history, and significance. The interpretive panels will be erected at locations within the view shed of the bridge. One (1) location will be in Brunswick and one (1) location will be in Topsham. The panels' content and material will be prepared by MaineDOT and a 36 CFR 61 qualified architectural historian. The Maine SHPO, town officials, the Pejepscot Historical Society, and the consulting parties will be provided an opportunity for 45 (forty-five) calendar days to review a draft of the interpretive panel(s)' content, design, and locations.

MaineDOT will prepare the draft interpretive panels for review by December 2022. MaineDOT will erect the interpretive panels by September 2023.

V. Conservation of Existing Bridge Plaques

MaineDOT will be responsible for removing, storing, and conserving the four (4) historic plaques (two (2) in Brunswick, two (2) in Topsham) on the existing Frank J. Wood Bridge. The exact location of installation and appropriate plaque interpretation will be determined in consultation with FHWA, MaineDOT, Maine SHPO, town officials, and the consulting parties. An established and qualified objects conservator will be hired within a framework sufficient to examine and verify the method of safe removal and conservation of the plaques.

MaineDOT will install the conserved plaques by September 2023.

VI. Adaptive Reuse or Reuse of Portions of the Structure

Prior to dismantling, MaineDOT and the Federal Highway Administration (FHWA) shall offer the Frank J. Wood bridge to any group that could legally take possession of the bridge and maintain it at a new location, provided the group assumes all future legal and financial liability. Costs to induce acceptance of the offer of donation may not exceed the cost to dismantle the bridge. FHWA, the Maine State Historic Preservation Officer and MaineDOT will work jointly to determine the most appropriate use of the existing bridge from any proposals received.

If no offers are received for adaptive reuse, then a portion and/or feature of the Frank J. Wood Bridge will be retained and offered to the towns or the Pejepscot Historical Society.

MaineDOT will offer the bridge for adaptive reuse by March 2019. If no offers are received MaineDOT will coordinate with the town of Brunswick, the town of Topsham, and the Pejepscot Historical Society on portions of the bridge beginning by August 2019.

VII. Illustrated Booklet on the History of the River Crossing

The MaineDOT, in consultation with the Maine SHPO, will commission an illustrated booklet on the history of the river crossing, as well as document the complete story of the Frank J. Wood Bridge and its relationship to the community and the cultural landscape, including indigenous use of the area. The booklet may include contemporary photographs from the HAER documentation, historic photographs, information derived from the HAER research, oral history interviews, historic maps, and any other applicable materials. The booklet will be approximately twenty-five (25) pages and the Maine SHPO, Pejepscot Historical Society, and the consulting parties will be provided an opportunity of forty-five (45) calendar days to review and comment on one draft.

MaineDOT will be responsible for providing copies of the booklet to the following:

*Maine SHPO
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Town of Brunswick
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Town of Topsham
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Topsham Historical Society
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Pejepscot Historical Society
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Topsham Public Library
Ten (10) printed copies and one (1) electronic copy in PDF format.

*Curtis Memorial Library
Ten (10) printed copies and one (1) electronic copy in PDF format.

MaineDOT will complete and distribute the booklet by September 2023. A copy of the booklet will be available on MaineDOT's website for downloading by the public.

VIII. Indoor Traveling Exhibit

MaineDOT will develop a single indoor traveling exhibit consisting of three (3) 24" x 36" panels that share the story of the history of the Androscoggin River crossing, including the Frank J. Wood Bridge. MaineDOT will be responsible for research, development, and design. MaineDOT will retain the services of a 36 CFR 61 qualified architectural historian to develop the exhibit. MaineDOT will be responsible for creating digital back-up files and providing them the Maine SHPO and the Pejepscot Historical Society. The Maine SHPO, Pejepscot Historical Society, and the consulting parties will be provided an opportunity for a 45 (forty-five) calendar day review of the draft content and design. The final exhibit will be housed at the Pejepscot Historical Society.

MaineDOT will complete and distribute the exhibit by September 2023.

FHWA shall also ensure the following terms and conditions are implemented:

IX. Duration

This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation XI.

X. Post-Review Discoveries

If potential historic properties are discovered or unanticipated effects on historic properties found, FHWA shall consult in accordance with 36 CFR Section 800.6(c)(6). If any unanticipated discoveries of historic properties or archaeological sites are encountered during the implementation of this undertaking, MaineDOT shall suspend work in the area of the discovery in accordance with Maine Department of Transportation Standard Specification *105.9: Historic and Archaeological Considerations* and DOT shall immediately notify the FHWA. In compliance with 36 CFR §800.13, FHWA shall notify within 24 hours the ACHP, the Maine SHPO, and, if applicable, federally recognized tribal organizations that attach religious and/or cultural significance to the affected property. The Maine SHPO, the FHWA, MaineDOT, and Tribal representatives, as appropriate, may conduct a joint field review within 72 hours of the notification to the FHWA. The FHWA, in consultation with the appropriate parties, will determine an appropriate treatment of the discovery prior to the resumption of construction activities in the area of the discovery.

XI. Discovery of Human Remains

MaineDOT shall ensure that any human remains and/or grave-associated artifacts encountered during the archaeological investigations are brought to the immediate attention of the FHWA, the Maine SHPO, and any federally recognized Tribes that may attach religious and/or cultural significance to the affected property. Notification will be within 48 hours of the discovery. No activities which might disturb or damage the remains will be conducted until FHWA, in consultation with the appropriate parties, has developed a treatment plan that considers the comments of the appropriate parties. All procedures will follow the guidance outlined in the

National Park Service Publication *National Register Bulletin 41: Guidelines for Evaluating and Registering Cemeteries and Burial Places*, taking into account the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601). If Native American cultural materials are encountered during the course of the project, MaineDOT will abide by the Maine Department of Transportation Standard Specification *105.9: Historic and Archaeological Considerations* by stopping all activities in the area of discovery and notifying FHWA, SHPO, ACHP, the Aroostook Band of Micmacs, Houlton Band of Maliseet Indians, Passamaquoddy Tribe, and Penobscot Nation. Stipulation X of this agreement will be followed; and

XII. Reporting

Each year, by December 1, following the execution of this agreement until it expires or is terminated, MaineDOT shall provide all parties to this agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in MaineDOT's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this MOA; and

XIII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with the objecting party(ies) to resolve the objection. If FHWA determines, within 30 days, that such objection(s) cannot be resolved, FHWA will:

A. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the ACHP shall review and advise FHWA on the resolution of the objection within 30 days. Any comment provided by the ACHP, and all comments from the parties to the MOA, will be taken into account by FHWA in reaching a final decision regarding the dispute.

B. If the ACHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching its decision, FHWA will take into account all comments regarding the dispute from the parties to the MOA.

C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. FHWA's decision will be final.

XIV. Resolving Public Objections

At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory party to this Agreement, that signatory party shall immediately notify FHWA. FHWA shall:

A. Immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment on the objection to FHWA.

B. Establish a reasonable time frame for this comment period. FHWA shall consider the objection, and in reaching its decision, FHWA will take all comments from the other parties into account.

C. Within 15 days following closure of the comment period, FHWA will render a decision regarding the objection and respond to the objecting party. FHWA will promptly notify the other signatory parties of its decision in writing, including a copy of the response to the objecting party. FHWA's decision regarding resolution of the objection will be final.

D. Following the issuance of its final decision, FHWA may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision. Nothing in this paragraph creates additional legal rights or responsibilities on the FHWA that are not already afforded under the NHPA.

E. FHWA's responsibility to carry out all other actions or terms of this MOA that are not the subject of the objection remain unchanged and may proceed.

XV. Amendments

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XVI. Termination

If the MOA is not amended following the consultation set out in Stipulation XV it may be terminated by any signatory or invited signatory. Within 30 days following termination, FHWA shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the ACHP under 36 CFR §800.7(a) and proceed accordingly.

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all the original signatories is filed with the ACHP. If the signatories, including any invited signatory, cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement.

XVII. Coordination with Other Federal Reviews

In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding/license/permit for the Undertaking as described in this MOA, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this MOA and notifying the FHWA, SHPO, and the ACHP that it intends to do so, and adherence to the terms of this MOA.

Execution of this MOA by the FHWA, Maine SHPO, and ACHP and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Federal Highway Administration

Todd D. Jorgensen Date 11/9/18
Todd D. Jorgensen
Division Administrator

Maine State Historic Preservation Officer

Kirk F. Mohney Date 11/13/18
Kirk Mohney
State Historic Preservation Officer

Advisory Council on Historic Preservation

John M. Fowler Date 12/22/18
John M. Fowler
Executive Director

INVITED SIGNATORY:

Maine Department of Transportation

David Bernhardt Date 11/9/18
David Bernhardt
Commissioner

CONCURRING SIGNATORIES:

_____ Date 12/27/2018
Curtis Y. Neufeld

CONCURRING SIGNATORIES:

Douglas Bennett Date 12/26/2016

Douglas Bennett

CONCURRING SIGNATORIES:

Linda Smith Date 12/27/2018

Linda Smith, Town of Brunswick

15.0 APPENDICES (from WIN 22603.00 Biological Opinion)

Appendix A

Summary of Avoidance and Minimization Measure (AMMs)

Avoidance and Minimization Measure (AMMs)	Description of AMM
Soil Erosion and Water Pollution Control Plan (SEWPCP)	
1	Contractors will submit a SEWPCP for review and approval of MaineDOT staff prior to the start of work. The plan includes the review of the implementation of any AMMs proposed.
2	Prior to soil disturbance, the erosion control portion of the SEWPCP will be reviewed and in place.
In-water Work Window	
3	In-water work window. MaineDOT and FHWA commit to avoiding all activities that could result in in-water noise that could result in fish disturbance (louder than 150 dB RMS) and turbidity producing activities between March 16 and July 31.
Contaminant Releases	
4	No equipment, materials, or machinery shall be stored, cleaned, fueled, or repaired within any wetland or watercourse; dumping of oil or other deleterious materials on the ground will be forbidden; the contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material; and all oil spills shall be reported immediately to the appropriate regulatory body.
Construction of Temporary Work Trestle	
5	Contractors are required to install turbidity curtains around areas planned for in-water fill associated with construction of the temporary trestle access point. All in-water trestle construction will occur between August 1 and March 15. In-river (i.e., not the ponded/bedrock falls habitat on the Topsham side) trestle construction and removal (~60 sq. ft footprint) will occur between September 1 and March 15.
6	Removal of the fourth pier (leaving three in-water piers) from preliminary design to avoid impacts to critical habitat as well as potential effects to fishway function.
In-Water Pier and Cofferdam Construction	
7	All four cofferdams shall be constructed and removed during the in-water work window, between August 1 and March 15, with the exception of the cofferdam for Pier 1, which will occur between September 1 and March 15.
8	All bedrock leveling and substructure removal using hydraulic breakers, hoe rams, blasting, or other methods resulting in potential injury to fish species present should occur between November 8 to March 15. All other in water work activities resulting in potential noise levelsover 150 dB RMS are subject to the August 1- March 15 work window.

9	Plans for any project-related blastingwill be submitted 150 days for NOAA to review and will be designed to remain below potential fish injury limits (206 dB Peak (2.89 PSI)).
10	Any blasting activities between November 8 and November 30 will incorporate the following minimization measures to reduce potential impacts to adult Atlantic salmon which may still be present in the area: • Active acoustic monitoring of the action area for any tagged fish potentially present in the Androscoggin River. • Minimize charge sizes and the number of days of exposure to blasting. • Deploy scare charges prior to the main blast. • Conduct visual inspection of the action area post-blast to document any impacts to fish.
11	Fresh concrete will be poured inside of cofferdams and will not come into contact with flowing water.
12	MaineDOT will deploy a diver into the cofferdams to visually search for endangered fish species. Should a salmon or sturgeon be observed within a cofferdam structure, MaineDOT will coordinate with the resource agencies for evacuation of those individuals prior to proceeding with construction.
13	Water pumped out of the cofferdam will be within one pH unit of background (MaineDOT standard specifications). A representative of the MaineDOT Surface Water Quality Unit will periodically evaluate pH to determine whether the water is within the allowable tolerance to be pumped directly back into the river or whether it needs to be treated prior to discharge.
Demolition of Existing Bridge	
14	Superstructure demolition debris will be contained using control devices and cannot enter the water.
15	The existing pier structure will be removed down to the underlying bedrock and debris from the structure will be removed from the river to restore potential natural spawning substrate for sturgeon species.
Vessel Use	
16	Construction crews will visually monitor for ESA-listed fish in equipment and on barges and report any sightings to MaineDOT environmental staff.
17	Vessels will travel at “slow speeds, typically less than 6 knots” (6.9 miles per hour) in the construction zone.

MAINE IN-LIEU-FEE (ILF)
PROJECT IMPACT WORKSHEET

DEP Invoice # *Filled in by ILF Administrator in Augusta*

Project name: Frank Wood Bridge

Permittee(s): MEDOT

DEP/Corps permit #: NAE-2021-03166 *Attach a copy of the permit*

DEP/Corps Project Manager: Richard Kristoff

ILF Fee Amount: $20,972

Check Date: *Filled in by ILF Administrator in Augusta*

Project address: Frank Wood Bridge Topsham, Maine *Attach a locus map*

Biophysical region - Section:

Biophysical region - Subsection:

Total impact area subject to compensation:

Resource(s) impacted:

Resource Types (list all that apply)	**Functions & Values** (for wetland impacts) (list all that apply, by resource type)	**Types of Impacts** (list all that apply, by resource type)	**SF Impacted** (by resource type)	**Linear FT of Streams Impacted (for Corps use)**
RSB	WH	Fill	3,920	
		Total impacts:	3920	

Resource Types: Wetlands by NWI Type (PEM, PFO, PSS, PUB, M1, M2, E1, E2, etc), significant vernal pool depression (SVP), significant vernal pool critical terrestrial habitat (VPCTH), shorebird feeding & staging habitat (shorebird), inland waterfowl & wading bird habitat (IWWH), Tidal waterfowl & wading bird habitat (TWWH), lake or pond (L1, L2), river/stream/brook (RSB)
Wetland Functions & Values: Groundwater recharge/discharge (GWR); floodflow alteration (FF); fish & shellfish habitat (FSH); sediment toxicant retention (STR); nutrient removal (NR); production export (PE); sediment/shoreline stabilization (SS); recreation (R); education/scientific value (ESV); uniqueness/heritage (UH); and visual quality/aesthetics (VQ); wildlife habitat (WH)
Types of Impacts: May include: filling, dredging, vegetation conversion (e.g. forested to shrub/scrub), excavation with associated discharge, etc.

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

Corps of Engineers Permit No: NAE-2021-03166

Name of Permittee: Maine Dept. of Transportation

Permit Issuance Date: January 13, 2022

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

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

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

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

Signature of Permittee	Date
Printed Name	Date of Work Completion
( ) Telephone Number	( ) Telephone Number

US Army Corps of Engineers ®
New England District

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

EMAIL TO: Richard.C.Kristoff@usace.army.mil

-or-

MAIL TO: Richard Kristoff
U.S. Army Corps of Engineers, Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

A Corps of Engineers Permit (No. NAE-2021-03166) was issued to the Maine Dept. of Transportation. The permit authorized the permittee to replace the Frank J. Wood Bridge in Brunswick and Topsham, Maine.

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

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

_____

_____

Business Address: _____

_____

_____

Telephone: (____) _____ (____) _____

Proposed Work Dates: Start: _____

Finish: _____

PERMITTEE'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR USE BY THE CORPS OF ENGINEERS

Project Manager: Richard Kristoff Submittals Required: No

Inspection Recommendation: None

DEPARTMENT OF THE ARMY
GERNERAL PERMITS FOR
THE STATE OF MAINE

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues 23 General Permits (GPs), listed below, for activities subject to Corps jurisdiction in waters of the United States within the boundaries of the State of Maine including tribal lands, and in adjacent ocean waters to the seaward limit of the outer continental shelf. These GPs are issued in accordance with Corps regulations at 33 CFR 320 – 332 and specifically 33 CFR 325.2(e)(2). These GPs will protect the aquatic environment and the public interest while effectively authorizing activities that have no more than minimal individual and cumulative adverse environmental effects.

This document contains the following sections:		Pages
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I. CORPS JURISDICTION

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

a. The construction of any structure in, over, or under any navigable water of the U.S. (see 33 CFR 328), 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. including wetlands. The Corps regulates these activities under Section 404 of the Clean Water Act (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 of 1972 (see 33 CFR 324).

2. Related laws: Section 408 of the Rivers and Harbors Act of 1899, Section 401 of the Clean Water Act, Section 402 of the Clean Water Act, Section 307(c) of the Coastal Zone Management Act of 1972, Section 106 of the National Historic Preservation Act of 1966, Section 7 of the Endangered Species Act, the Fish and Wildlife Coordination Act of 1956, the Magnuson-Stevens Fishery Conservation and Management Act, Section 302 of the Marine Protection, Research and Sanctuaries Act of 1972, and Section 7(a) of the Wild and Scenic Rivers Act.

II. GENERAL CRITERIA

1. In order for activities to qualify for these General Permits (GPs), they shall meet the GPs terms and eligibility criteria on pages 1-4, all applicable general conditions (GCs) in Section IV, and terms of the Maine General Permits in Section V. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

2. Under these GPs, activities may qualify for the following:

- **SELF-VERIFICATION (SV)**: Notification to the Corps is required at least two weeks before work commences; the Corps will acknowledge receipt and GP eligibility of the SV activity in writing.
- **PRE-CONSTRUCTION NOTIFICATION (PCN)**: Notification to and written verification from the Corps is required. *No work under PCN may proceed until written verification from the Corps is received.*

The thresholds for activities eligible for SV and PCN are defined in the general conditions in Section IV and Maine General Permits in Section V.

3. Prospective permittees shall review:

a. Section I to determine if the activity requires Corps authorization.

b. Sections III , IV, and V to determine if the activity is eligible for authorization under these GPs, and specifically whether it is eligible for SV, or whether a PCN is required.

4. Prospective permittees are encouraged to contact the Corps with questions at any time (U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330, ph. 207-623-8367). Pre-application meetings, whether arranged by the Corps or requested by a prospective permittee, are encouraged to facilitate the review of projects. Pre-application meetings and/or site visits help streamline the authorization process by alerting the prospective permittee to potentially time-consuming factors 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, vernal pools, and dredging of contaminated sediments).

5. Permittees shall ensure compliance with all applicable GCs in Section IV and GPs in Section V. Non-compliance with these GPs and GCs may subject the permittee to criminal, civil, or administrative criminal penalties, and/or an ordered restoration, and/or the permit may be modified, suspended or revoked by the Corps.

III. PROCEDURES

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

In order for authorizations under these GPs to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals shall 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 Agriculture, Conservation and Forestry: Land Use Planning Commission (LUPC) permit.
- Maine Department of Marine Resources: Aquaculture Leases and Licenses.
- Maine Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands, Submerged Lands: Submerged Lands Lease.

2. How to Obtain/Apply for Corps Authorization.

a. **Self-Verification (SV)**: Prospective permittees shall confirm that the activity meets all the applicable terms and conditions of SV. 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 (GC 15), the Endangered Species Act (GC 16), the Magnuson-Stevens Fishery Conservation and Management Act (GC 17), and the Wild and Scenic Rivers Act (GC 13). Activities that are eligible for SV are authorized under these GPs provided the prospective permittee has:

i. Confirmed that the activity meets all applicable terms and conditions of SV.

ii. Provided notifications to the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, or MHPC) and all five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs) listed in Section VIII before submitting the SV to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). Prospective permittees are not required to wait for a response to their notifications before submitting the SV to the Corps.

iii. At least two weeks before work is to commence, submitted to the Corps a Self-Verification Notification Form (SVNF, page 36) with all of the following attachments: location map, project plans, and an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (see GC 16).

NOTE: A copy of a state permit application form may be an acceptable surrogate for the SVNF itself; however, the applicant shall not rely on the state permitting agency to provide the Corps a copy of their state permit application.

b. **Pre-Construction Notification (PCN)**: Notification to, and written verification from the Corps is required. For activities that do not qualify for SV or where otherwise required by the terms and conditions of the GPs, the prospective permittee shall submit a PCN and obtain written verification from the Corps before starting work in Corps jurisdiction. The Corps will coordinate review of all PCN activities with other federal and state agencies, as appropriate. The Corps will attempt to issue written verification of the PCN within 60 days of receiving a complete application.

All prospective permittees for PCN activities shall follow the instructions on found on pages 37 – 42, and in particular:

i. Submit directly to the Corps application form *ENG Form 4345* (pages 40 – 42), or the surrogate state permit application form as noted above.

ii. Provide project information outlined on pages 37 – 42 (Content of a Pre-Construction Notification).
iii. Submit an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (GC 16).
iv. Provide notifications to the SHPO (MHPC) and all five THPOs in the State of Maine listed in Section VIII before submitting the PCN to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). The PCN shall include documentation that MHPC and all of the THPOs were notified (a copy of the prospective permittee's cover letter or emails to MHPC and the THPOs is acceptable). Prospective permittees are not required to wait for a response to their notifications before submitting a PCN to the Corps.

c. **Individual Permit (IP):** Projects that are not eligible for these GPs require an IP (33 CFR 325.5(b)) and prospective permittees shall submit an application directly to the Corps. These GPs do not affect the Corps IP review process or activities exempt from Corps regulation. For general information regarding IPs prospective permittees are encouraged to contact the Corps. ***In addition, the Corps retains discretionary authority on a case-by-case basis to elevate GP-eligible activities 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 a prospective permittee that an IP is required, no work in Corps jurisdiction may be conducted until the Corps issues the required authorization in writing indicating that the work may proceed.***

d. **Emergency Situations:** Contact the Corps immediately in the event of an emergency situation for information on the verification process. Emergency situations are limited to sudden, unexpected occurrences that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise an IP is required. The Corps will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

IV. GENERAL CONDITIONS

An activity is authorized under the General Permits (GPs) only if that activity and the permittee satisfy all of the applicable GPs terms and following general conditions (GCs):

1. Federal Jurisdiction.
2. Minimal Direct, Secondary and Cumulative Effects.
3. Other Permits.
4. Water Quality and Coastal Zone Management.
5. Fills Within 100-Year Floodplains.
6. Discretionary Authority.
7. Single and Complete Project.
8. Use of Multiple General Permits.
9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).
10. Corps Projects and Property.
11. Navigation.
12. National Lands.
13. Wild and Scenic Rivers.
14. St. John/St. Croix Rivers.
15. Historic Properties.
16. Federal Threatened and Endangered Species.
17. Essential Fish Habitat.
18. Aquatic Life Movements and Management of Water Flows.
19. Spawning, Breeding, and Migratory Areas.
20. Vernal Pools.
21. Restoration of Special Aquatic Sites (Including Wetland Areas).
22. Invasive and Other Unacceptable Species.
23. Soil Erosion, Sediment, and Turbidity Controls.
24. Time-of-Year Work Windows/Restrictions.
25. Pile Driving and Pile Removal in Navigable Waters.
26. Temporary Fill.
27. Heavy Equipment in Wetlands or Mudflats.
28. Bank and Shoreline Stabilization Including Living Shorelines.
29. Stream Work and Crossings, and Wetland Crossings.
30. Utility Line Installation and Removal.
31. Storage of Seasonal Structures.
32. Aquaculture.
33. Permit(s)/Authorization Letter On-Site.
34. Inspections.
35. Maintenance.
36. Federal Liability.
37. Property Rights.
38. Previously Authorized Activities.
39. Transfer of GP Verifications.
40. Modification, Suspension, and Revocation.
41. Special Conditions.
42. False or Incomplete Information.
43. Abandonment.
44. Enforcement Cases.
45. Duration of Authorization.

1. Federal Jurisdiction.

a. Applicability of these GPs shall be evaluated with reference to federal jurisdictional boundaries (e.g. mean high water mark, high tide line, ordinary high water mark, and wetland boundary). Activities shall be evaluated with reference to "waters of the U.S." under the Clean Water Act (33 CFR 328) and "navigable waters of the U.S." under Section 10 of the Rivers and Harbors Act of 1899 (33 CFR 329). Prospective permittees are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 – 229. These sections prescribe the policy, practice and procedures to be used in determining the extent of the Corps jurisdiction. Note: Waters of the U.S. includes all waters pursuant to 33 CFR 328.3(a), and in adjacent wetlands as that term is defined in 33 CFR 328.3(c).

b. Permittees shall identify on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, and other waters, such as lakes and ponds, and perennial and intermittent streams on the project site. Wetlands shall be delineated in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplement pertaining to the State of Maine. GP-eligible activities may utilize wetland determinations conducted by State of Maine staff in-lieu of a wetland delineation. For activities located in Essential Fish Habitat (GC 17), permittees shall also identify on project plans natural rocky habitats and shellfish areas in order to satisfy the Magnuson-Stevens Fishery Conservation and Management Act.

2. Minimal Direct, Secondary and Cumulative Effects. To be eligible and subsequently authorized by these GPs, an activity shall 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 these GPs and GCs. This may require project modifications involving avoidance, minimization, or compensatory mitigation for unavoidable impacts to ensure that the net adverse effects of an activity are no more than minimal.

3. Other Permits. Permittees shall obtain other Federal, State, or local authorizations as required by law. Permittees are responsible for applying for and obtaining all required State of Maine or local approvals including a Flood Hazard Development Permit issued by the town/city. Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, may still be eligible for authorization under these GPs.

4. Water Quality and Coastal Zone Management.

a. Permittees shall satisfy any conditions imposed by the State of Maine and EPA, where applicable, in their Clean Water Act Section 401 Water Quality Certification (WQC) for these GPs, or in any Individual Section 401 WQC. See Section VIII for state-specific contact info 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 these GPs shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

b. Permittees shall satisfy any additional conditions imposed by the State of Maine in their Coastal Zone Management (CZM) Act of 1972 consistency concurrences for these GPs, 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.

5. Fills Within 100-Year Floodplains. The activity shall comply with applicable Federal Emergency Management Agency (FEMA) approved State of Maine or municipal floodplain management requirements. Permittees should contact FEMA and/or the State of Maine Floodplain Management Program regarding floodplain management requirements (see Section VIII for Federal and state-specific contact info).

6. Discretionary Authority. Notwithstanding compliance with the terms and conditions of these GPs, the Corps retains discretionary authority to require a PCN or IP review based on concerns for the aquatic environment or for any other factor of the public interest (see 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.

7. Single and Complete Project. 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. These GPs shall not be used for piecemeal work and shall be applied to single and complete projects and as such, the same GP shall not be used more than once for the same single and complete project.

a. For non-linear projects, a single and complete project shall have independent utility. 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.

b. Unless the Corps determines the activity has independent utility, 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. If any component of a single and complete project requires a PCN, the entire single and complete project shall be reviewed under PCN.

c. For linear projects such as power lines or pipelines with multiple crossings, a "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.

8. Use of Multiple General Permits. The use of more than one GP for a single and complete project is prohibited, except when the acreage loss of waters of the U.S. authorized by the GPs does not exceed the acreage limit of the GPs with the highest specified acreage limit. For example, if a road crossing over waters is constructed under GP 10, with an associated utility line crossing authorized by GP 9, if the maximum acreage loss of waters of the U.S. for the total project is ≥3 acres it shall be evaluated as an IP.

9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).

a. Activities shall be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S. to the maximum extent practicable to ensure that adverse effects to the aquatic environment are no more than minimal.

b. Compensatory mitigation for unavoidable impacts to waters of the U.S., including direct, secondary and temporal loss, will generally be required for permanent impacts that exceed the SV limits (SV limits are detailed in Section V), and may be required for temporary impacts that exceed the SV 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 secondary effects may generally be excluded from this requirement.

c. Mitigation proposals shall follow the guidelines found in the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule April 10, 2008; 33 CFR 332 (which can be found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* under "Compensatory Mitigation for Losses of Aquatic Resources, 33 CFR 332 (Compensatory Mitigation Rule)") and any other regulation. Permittees considering the use of a monetary payment *in-lieu* of permittee-responsible mitigation as compensation for unavoidable impacts to waters of the U.S. in the State of Maine may utilize the Maine Natural Resources Conservation Program (MNRCP). Information regarding this compensatory program can be found at: *www.mnrcp.org* For unavoidable jurisdictional impacts affecting federally-endangered Atlantic salmon and/or its critical habitat, permittees may be required to compensate for the impacts by utilizing the Maine Atlantic Salmon Restoration and Conservation Program. Information regarding this *in-lieu-fee* compensatory program can be found at: *www.maine.gov/dmr/science-research/searun/programs/ilffacts.html*

10. Corps Projects and Property.

a. Corps projects and property can be found at: *www.nae.usace.army.mil/Missions/Civil-Works*

b. In addition to any authorization under these GPs, prospective permittees shall 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.

c. Any proposed temporary or permanent modification or use 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 or maintained but not necessarily owned by the United States), which may obstruct or impair the usefulness of the Federal project in any manner, is not eligible for SV and requires review and approval by the Corps pursuant to 33 USC 408 (Section 408).

d. A PCN is required for all work in, over, under, or within a distance of three times the authorized depth of a Corps Federal Navigation Project (FNP) and may require permission under Section 408.

e. Any structure or work that extends closer to the horizontal limits of any FNP 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.

f. Where a Section 408 permission is applicable, written verification for the PCN will not be issued prior to the decision on the Section 408 permission request.

11. Navigation

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

b. Work in, over, under, or within a distance of three times the authorized depth of an FNP shall specifically comply with GC 10.

c. Any safety lights and/or signals prescribed by the U.S. Coast Guard, State of Maine or municipality, through regulations or otherwise, shall be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the U.S.

d. The permittee understands and agrees that, if future operations by the U.S. 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.

12. National Lands. Activities that impinge upon the value of any National Lands or Federal Properties including but not limited to a National Wildlife Refuge, National Forest, or any area administered by the National Park Service , U.S. Fish and Wildlife Service or U.S. Forest Service are not eligible for SV and require PCN.

13. Wild and Scenic Rivers.

a. The following activities in designated rivers of the National Wild and Scenic River (NWSR) System, or in a river designated by Congress as a "study river" for possible inclusion in the system, require a PCN unless the National Park Service has determined in writing to the prospective permittee that the proposed work will not adversely affect the NWSR designation or study status:

i. Activities that occur in NWSR segments, in and 0.25 miles up or downstream of NWSR segments, or in tributaries within 0.25 miles of NWSR segments.
ii. Activities that occur in wetlands within 0.25 miles of NWSR segments.
iii. Activities that have the potential to alter free-flowing characteristics in NWSR segments.

b. As of October 14, 2020, National Wild and Scenic Rivers and congressional study rivers in Maine include: the 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 92.5 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 tributaries (the York River is currently under study).

14. St. John/St. Croix Rivers. A PCN is required for any work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. In addition, a PCN 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.

15. Historic Properties.

a. No undertaking shall cause effects (as defined at 33 CFR 325 Appendix C and 36 CFR 800) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, 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 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 archeological consultants in coordination with the Corps and the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, MHPC) and/or the five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs). The MHPC, the THPOs, 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 MHPC and/or the THPO(s).

b. For activities eligible for these GPs, permittees shall ensure that the activity will not cause effects as stated above in 15(a). In order to comply with this condition, both SV and PCN prospective permittees shall notify MHPC and all five THPOs for their identification of historic properties. MHPC and the THPOs will generally respond within 30 days of receiving the notification if they believe that the activity may have an adverse effect to historic properties. A PCN is required if an activity may have an adverse effect to historic properties. The PCN shall be submitted as soon as possible if a proposed activity may cause effects as stated above in 15(a) a to ensure that the Corps is aware of any potential effects of the proposed activity on any historic property to ensure all Section 106 requirements are met.

c. All PCNs shall:

i. Show notification to MHPC and all five THPOs 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 MHPC or the THPO(s) indicating that there are or are not historic properties affected.

d. The requirements to comply with Section 106 of the NHPA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at *www.nae.usace.army.mil/Missions/Regulatory*

e. If the permittee discovers any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by these permits, the permittee shall immediately notify the district engineer of what was found, and 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.

f. Federal agencies should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal permittees shall provide the Corps with the appropriate documentation to demonstrate compliance with those requirements.

g. Federal and non-federal applicants should coordinate with the Corps before conducting any onsite archeological work (reconnaissance, surveys, recovery, etc.) requested by MHPC or the THPOs, as the Corps will determine the Permit Area for the consideration of historic properties based on 33 CFR 325 Appendix C. This is to ensure that work done is in accordance with Corps requirements.

16. Federal Threatened and Endangered Species.

a. No activity is authorized by these GPs 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 or proposed 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;

iii. Is "likely to adversely affect" a listed species or critical habitat unless Section 7 consultation has been completed by the Corps or another lead action agency in coordination with the Corps under the provisions of a Programmatic Agreement (PA) or Programmatic Consultation (PC); or

iv. Violates the ESA.

b. All prospective permittees shall attach to their SVNF or PCN an Official Species List obtained from the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) found at: *https://ecos.fws.gov/ipac* and provide the email address of the person who generated the list.

c. For proposed activities in tidal waters, prospective permittees should also refer to the National Oceanic and Atmospheric Administration (NOAA) Fisheries' Section 7 Mapper for federally-listed species found at: *https://noaa.maps.arcgis.com/apps/webappviewer/index.html*

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, may be affected by the proposed work. An activity may remain eligible for SV if the only listed species affected is the northern long-eared bat (*Myotis septrionalis*), and only after Section 7 consultation has been completed by the Corps under the 4(d) Rule Streamlined Consultation.

e. Federal agencies shall follow their own procedures for complying with the requirements of the ESA while ensuring that the Corps and any other federal action agencies are included in the consultation process.

f. Non-federal representatives designated by the Corps to conduct informal consultation or prepare a biological assessment shall follow the requirements in the designation document(s) and the ESA. Non-federal representatives shall also provide the Corps with the appropriate documentation to demonstrate compliance with those requirements. The Corps will review the documentation and determine whether it is sufficient to address ESA compliance for the GP activity, or whether additional ESA consultation is necessary.

g. The requirements to comply with Section 7 of the ESA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

17. Essential Fish Habitat (EFH).

a. PCN activities in tidal waters and the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall be reviewed for the potential to adversely affect EFH (activities meeting SV criteria have been determined to result in no more than minimal adverse effects to EFH and therefore need no additional review):

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			

b. Prospective permittees may be required to describe and identify potential adverse effects to EFH and should refer to the NOAA Fisheries' EFH Mapper found at: *www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper*

c. The requirements to comply with the Magnuson-Stevens Fishery Conservation and Management Act may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

18. Aquatic Life Movements and 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 permanently 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 and wetlands shall be:

i. Suitably spanned, bridged, culverted, 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 crossing.

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. For work in tidal waters, in-stream controls (e.g. cofferdams) should be installed in such a way as to not obstruct fish passage.

d. To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity shall 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 pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g. stream restoration or relocation activities).

e. Activities that temporarily or permanently adversely impact upstream or downstream flood conditions require a PCN.

19. Spawning, Breeding, and Migratory Areas.

a. Jurisdictional activities in waters of the U.S. such as certain excavations, discharges of dredged or fill material, and/or suspended sediment producing activities 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 U.S. that provide value as breeding areas for migratory birds must be avoided to the maximum extent practicable. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the U.S. Fish and Wildlife's Maine Field Office (see Section VIII for contact info) to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Vernal Pools.

a. A PCN is required if a discharge of dredged or fill material is proposed within a vernal pool depression located within waters of the U.S.

b. GC 20(a) above does not apply to projects that are within a municipality that meets the provisions of a Corps-approved vernal pool Special Area Management Plan (SAMP) and are otherwise eligible for SV, and the applicant meets the requirements to utilize the vernal pool SAMP.

21. Restoration of Special Aquatic Sites (Including Wetland Areas).

a. In areas of authorized temporary disturbance, if trees are cut they 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.

b. The introduction or spread of invasive plant species in disturbed areas shall be controlled. If construction mats are to be used in areas of invasive plant species, they shall be thoroughly cleaned before re-use.

c. Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation. Original condition means 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. Restoration shall typically commence no later than the completion of construction.

d. Upon completion of construction, all areas of authorized disturbed wetland area shall be stabilized with a wetland seed mix containing only plant species native to New England and shall not contain any species listed in the "Invasive and Other Unacceptable Plant Species" Appendix K in the "New England District Compensatory Mitigation Guidance" found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation*

22. Invasive and Other Unacceptable Species.

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 these GPs. 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 shall justify the use of non-native species or cultivars.

c. For the purposes of these GPs, plant species that are considered invasive and unacceptable are provided in Appendix K "Invasive and Other Unacceptable Plant Species" of the most recent "New England District Compensatory Mitigation Guidance" and is found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* The June 2009 "U.S. Army Corps of Engineers Invasive Species Policy" provides policy, goals and objectives and is located at *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species* If an Invasive Species Control/Management Plan has been prepared it should be included with any SV or PCN.

23. 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.

24. Time-of-Year Work (TOY) Windows/Restrictions. In-water work shall be conducted during the following TOY work windows (work allowed) under SV and any in-water work proposed during the following TOY restrictions (no work) shall be reviewed under PCN (and shall contain written justification for deviation from the work allowed windows). The term "in-water work" does not include conditions where the work site is "in-the-dry" (e.g. intertidal areas exposed at low tide). The term also does not include work contained in a cofferdam so long as the cofferdam was installed and subsequently removed within the work allowed window.

	TOY Restriction (***no work***)	TOY Work Window (***work allowed***)
Non-tidal waters	Oct. 1st to Jul. 14th	Jul. 15th to Sep. 30th
Tidal waters	Apr. 10th to Nov. 7th	Nov. 8th to Apr. 9th

Alternate work windows proposed under PCN will generally be coordinated with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, Maine Department of Inland Fisheries and Wildlife, and/or Maine Department of Marine Resources and resulting written verifications may include species-specific work allowed windows.

25. Pile Driving and Pile Removal in Navigable Waters.

a. Derelict, degraded, or abandoned piles and sheet piles in the project area shall be removed in their entirety as practicable and properly disposed of in an upland location and not in wetlands. In areas of fine-grained substrates, piles/sheets shall be removed by direct, vibratory, or clamshell pull method in order to minimize potential turbidity and sedimentation impacts. If removal is not practicable, said piles/sheets shall be cut off or driven to a depth of at least one foot below substrate.

b. Work involving pile installation and/or removal should adhere to one of the five methods below:

i. "In-the-dry", or

ii. In-water between Nov. 8th to Apr. 9th, or

iii. Drilled and pinned to ledge, or

iv. Vibratory hammers used to install any size and quantity of wood, concrete, or steel, or impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any diameter, concrete piles ≤18-inches diameter, steel piles ≤12-inches diameter if: (1) the hammer is ≤3,000 pounds and a wood cushion or equivalent is used between the hammer and steel pile, or (2) a soft start is used. Soft starts require an initial set of three strikes from the impact hammer at 40% energy, followed by a 1-minute waiting period between subsequent three-strike sets. The soft-start procedure shall be conducted any time hammering ceases for more than 30 minutes.

26. Temporary Fill.

a. Temporary fills, including but not limited to 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.

b. 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. Temporary fill shall be placed in a manner that will prevent it from being eroded by expected high flows.

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

d. Appropriate measures shall 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. Materials shall be placed 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.

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

27. **Heavy Equipment in Wetlands or Mudflats.** Operating heavy equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and to the maximum extent practicable such equipment shall not be stored, maintained or repaired in wetlands. Where construction requires heavy equipment operation in wetlands, the equipment shall: a) have low ground pressure (typically <3 psi); b) be placed on swamp/construction/timber mats (herein referred to as "mats") that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation; or c) be operated on adequately dry or frozen wetlands such that shear pressure does not cause subsidence of the wetlands immediately beneath equipment and upheaval of adjacent wetlands. Mats are to be placed in the wetland from the upland or from equipment positioned on mats if already working within a wetland. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization. Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen or dry conditions. Construction mats should be managed in accordance with construction mat best management practices (BMPs) found at:
www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit

28. Bank and Shoreline Stabilization Including Living Shorelines.

a. Projects involving construction of or repair, replacement, and maintenance of bank or shoreline stabilization structures including living shorelines within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

b. Prospective permittees shall design and construct these stabilization projects using this sequential avoidance and minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, living shorelines, stone-sloped surfaces, and walls/bulkheads. New vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated. Prospective permittees proposing new vertical walls/bulkheads shall provide written justification demonstrating why other methods of stabilization are not practicable and how the surrounding area would be affected by the resulting reflected wave energy.

Additional conditions to meet SV eligibility criteria for *non-tidal* bank and shoreline stabilization activities:

a. Fill shall be ≤500 linear feet in total length as measured below the plane of the ordinary high water mark (OHWM), includes total if more than one stream bank.
b. Fill placed below the plane of the OHWM shall be ≤1 cubic yard per linear foot.
c. Fill shall not be angled steeper than 1H:1V.
d. No discharge of fill in special aquatic sites other than wetlands.
e. Stone revetment shall be comprised of angular material.
f. No material shall be of the type, or placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.
g. No material shall be 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).
h. The activity shall not be a stream channelization activity.

Additional conditions to meet SV eligibility criteria for *tidal* bank and shoreline stabilization activities:

a. All in-water work shall be conducted "in-the-dry".
b. Fill shall be ≤500 linear feet in total length as measured below the plane of the high tide line (HTL) and shall be ≤200 linear feet in total length as measured below the plane of the mean high water mark (MHWM), includes total for more than one bank. Vertical structures shall be ≤200 linear feet in total length as measured below the plane of the MHWM and shall be ≤18 inches waterward of the existing vertical face.
c. Fill placed below the plane of the HTL shall be ≤1 cubic yard per linear foot.
d. Stone revetment shall be comprised of angular material.
e. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet).
f. No structures/fill shall be steeper than 1H:1V.
g. No new groins, breakwaters, or jetties.

29. Stream Work and Crossings, and Wetland Crossings.

a. A PCN is required for all new and replacement crossings in navigable waters.

b. In order to effectively size and configure crossings in navigable waters, new and replacement crossings shall consider factors including but not limited to: local tidal elevations over the range of tidal heights, basin topography and bathymetry, existing and proposed road elevations. Flood risk tolerance, conditions of habitat and natural community types present, and sea level rise during the useful life of the crossing.

c. A PCN is required for activities that result in unavoidable impacts to wetlands in excess of SV thresholds.

d. In-stream work and crossings and wetland crossings shall adhere to all applicable GCs including but not limited to:

i. GC 16 (Federally Threatened and Endangered Species)
ii. GC 17 (Essential Fish Habitat)
iii. GC 18 (Aquatic Life Movements and Management of Water Flows)

iv. GC 23 (Soil Erosion, Sediment and Turbidity Controls)
v. GC 24 (Time-of-Year Work Windows/Restrictions)
vi. GC 26 (Temporary Fill)
vii. GC 28 (Bank Stabilization)

e. Slip Lining. Work resulting in a decreased width, height, or diameter of an existing crossing (e.g. slip lining and invert lining) is discouraged and requires PCN. Written justification shall be provided for this activity.

f. Culvert Extensions. A PCN is required for any extension to an existing culvert.

g. Scour protection or armoring of the inlet and/or outlet of a crossing shall not disrupt normal flow patterns or 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 (see GC 18).

h. 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 18. 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 temporary stream crossings).

Additional conditions to meet SV eligibility criteria for Stream Work and Crossings:

a. Crossings shall be designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, Habitat Connectivity Design.
b. Crossings shall be designed to be at least 1.2 times bankfull width. Any footings, abutments, and/or abutment armoring shall also be at least 1.2 times bankfull width.
c. Crossings shall have a natural bottom substrate under or within the structure matching the characteristics of the substrate in the natural stream channel. Crossings shall be designed and constructed with appropriate streambed forms and streambed characteristics so that water depths and velocities are comparable to those found in the adjacent natural channel at a variety of flows.
d. Crossings shall include a bank on both sides of the stream matching the horizontal profile of the existing stream and banks in order to allow terrestrial passage for wildlife and to prevent undermining of the footings as applicable.
e. Closed bottom culverts shall be embedded at least 25 percent of the maximum height of the culvert.
f. No unconfined fill or excavation in flowing waters is allowed. In-stream construction work shall be conducted "in-the-dry" under no-flow conditions or by using cofferdams, temporary flume pipes, culverts, etc. Downstream flows shall be maintained during in-stream construction. It is recommended that project plans include pertinent details for working in-the-dry and maintaining downstream flows.
g. Conditions (a) thru (e) immediately above do not apply to temporary stream crossings; however, in addition to conditions (f) immediately above, temporary stream crossings shall adhere to the following:
    i. Be 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 shall be large enough to allow for easy removal without disrupting the streambed.
    ii. Be designed and maintained to withstand and pass high flows. Water height shall be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts shall be aligned to prevent bank erosion or streambed scour.
    iii. Be equipped with energy dissipating devices installed downstream if necessary to prevent scour.
    iv. Be designed and maintained to prevent soil from entering the waterbody.
    v. Be removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using the methods in (a) above.

PCN Conditions for Stream Work and Crossings:

a. Crossings are recommended to meet the conditions for SV; written justification shall be provided for any deviation from SV conditions.

b. Crossings shall 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, Stream Smart, or Habitat Connectivity.

Additional Conditions for Wetland Crossings:

a. New and replacement wetland crossings that are permanent shall be constructed in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. Crossing structures commonly include but are not limited to spans and culverts. To meet this condition, spans or culverts should be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level. Closed bottom culverts should be embedded at least 6 inches and should have a natural bottom substrate within the structure. Alternative crossing designs that preserve wetland hydraulic and ecological connectivity (e.g. "rock sandwiches) may also be considered.

b. Any work that results in flooding, or impacts to wetland drainage from the upgradient side of the wetland crossing does not qualify for SV.

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.

30. Utility Line Installation and Removal.

a. Utility lines in jurisdictional waters should be installed subsurface and shall be maintained in such a way so that they remain subsurface. If it is necessary to discharge dredged or filled material 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 casting into wetlands from utility trenches).

b. For subsurface utility lines the bottom and side slope cover associated with the initial installation under Federal Navigation Projects (FNPs) is a technical determination. The depth requirement varies based on geotechnical (composition of bottom materials and layering), hydraulic (current, or wave induced scour depth), navigation (propeller induced scour depth and ships' anchor penetration), maintenance dredging (penetration of barge spuds), construction factors (energy from blasting potentially transmitted to utility crossings), physical conditions (exposed open water conditions or sheltered/harbor conditions), and the proposed location of the utility crossing within any FNP or within navigable waters, including areas dredged by others. On a case-by-case basis, the Corps will determine the depth and cover requirements for each proposed utility crossing. Additional conditions to the GP will be attached to address pre and post installation requirements. 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 crossing navigable waters require PCN and shall meet minimum clearances per 33 CFR 322.5(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 these GPs. 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. For new installations within waters of the U.S., any abandoned or inactive utility lines should be removed and faulty lines (e.g., leaking hazardous substances, petroleum products, etc.) shall be removed or repaired to the extent practicable. A PCN 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.

g. Trenches should be backfilled with native sediment immediately after completion of work.

h. Pre-construction elevations should be re-established. Any additional material needed to accomplish this should be of consistent type and grain-size as the existing substrate sediment.

i. Utility line activities in non-tidal waters adjacent to special aquatic sites, and all work in tidal waters should utilize horizontal directional drilling as practicable.

31. 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 shall be stored in an upland location and not in wetlands, tidal wetlands, their substrate, or on mudflats. These seasonal structures may be stored on the fixed, pile-supported portion of a structure that is waterward of the mean high water mark or the ordinary high water mark, e.g. the storage of a ramp or gangway on the pile-supported pier. Seasonal storage of structures in navigable waters, e.g., in a protected cove, requires prior Corps approval and local harbormaster approval.

32. Aquaculture. Activities involving the cultivation of Atlantic salmon and other salmonids, or other federally-listed threatened or endangered species are not eligible for authorization under these GPs. All other aquaculture activities shall adhere to all applicable GCs including but not limited to:

a. GC 3 (Other Permits) In particular, permittees shall maintain a current State of Maine Department of Marine Resources lease or license.
b. GC 10 (Corps Projects and Property)
c. GC 11 (Navigation)
d. GC 16 (Federal Threatened and Endangered Species)
e. GC 17 (Essential Fish Habitat)
f. GC 18 (Aquatic Life Movements and Management of Water Flows)
g. GC 31 (Storage of Seasonal Structures)

Additional conditions to meet SV eligibility criteria for Tidal Aquaculture:

a. Shall not exceed 400 square feet in area.
b. Shall receive signed approval from Harbormaster or appropriate Town Official.
c. Shall not include enclosures or impoundments.
d. Shall not be located in or within a distance of three times the authorized depth of a FNP.
e. Shall not be located in or impinge upon the value of National Lands and Federal Properties including but not limited to National Parks and National Wildlife Refuges.
f. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet.
g. No structures, cages, gear, or shell hash shall be located in/within 25 feet of SAV.
h. All gear, except for mooring tackle, when not in use on the site shall be stored in an upland location above the mean high water mark and not on wetland (incl. salt marsh).

33. Permit(s)/Authorization Letter On-Site. The permittee shall ensure that a copy of the terms and conditions of these GPs and any accompanying authorization letter with attached plans are at the site of the work authorized by these GPs whenever work is being performed and that all construction personnel performing work which may affect waters of the U.S. are fully aware of the accompanying 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 these GPs. This shall be achieved by including the entire permit authorization in the specifications for work. The term "entire permit authorization" means all terms and conditions of the GPs, the GPs, and the authorization letter (including its drawings, plans, appendices and other attachments) and subsequent permit modifications as applicable. 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.

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. To facilitate these inspections, the permittee shall

complete and return to the Corps the Work-Start Notification Form and the Compliance Certification Form when either is provided with an authorization letter. The Corps may also require post-construction engineering drawings and/or photographs for completed work or post-dredging survey drawings for any dredging work to verify compliance.

35. Maintenance. The permittee shall maintain the activity authorized by these GPs in good condition and in conformance with the terms and condition of these permits. This does not include maintenance dredging, related disposal, or beach nourishment projects, which are subject to review thresholds for GP 5 on page 30, unless specified in written authorization from the Corps.

36. Federal Liability. In issuing these permits, 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; or

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

37. Property Rights. Per 33 CFR 320.4(g)(6), these GPs do 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.

38. Previously Authorized Activities.

a. Projects that received prior authorization from the Corps (via Category 1 or 2) and that completed authorized work under the previous nationwide permits, programmatic permits, regional general permits or letters of permission, shall remain authorized in accordance with the original terms and conditions of those authorizations, including their terms, general conditions, expiration date, and any special conditions provided in a written verification.

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

c. Any work not commenced, not under contract to commence, nor completed that was originally authorized by the Corps under the GP in effect between October 13, 2015 and October 13, 2020 remains authorized subject to the terms and general conditions of this GP along with any special conditions included in written authorizations. Exception: if previously authorized work has not commenced or not under contract to commence and a new federally-listed threatened or endangered species may be affected, the Corps shall consult with the U.S. Fish and Wildlife Service or NOAA Fisheries prior to re-authorizing the work under these GPs. Requests for re-authorization shall include an Official Species List per GC 16.

39. Transfer of GP Verifications. 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 to validate the transfer. A copy of the GP verification shall be attached to the letter, the letter shall contain the name, address, phone number and email of the transferee (new owner), shall include the following statement and signature, and be mailed to: U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330:

> "When the structures or work authorized by these GPs are still in existence at the time the property is transferred, the terms and conditions of these GPs, including any special conditions, will continue to be binding on the new owner(s) of the property."
>
> _____
> Transferee Printed Name
>
> _____
> Transferee Signature Date

40. Modification, Suspension, and Revocation. These GPs and any individual authorization issued thereof may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7, and any such action shall not be the basis for any claim for damages against the U.S.

41. Special Conditions. The Corps may independently or in coordination with federal resource agencies impose special conditions on a project authorized pursuant to these GPs 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.

42. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under these GPs 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.

43. Abandonment. If the permittee decides to abandon the activity authorized under these GPs, 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.

44. Enforcement cases. These GPs do 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.

45. Duration of Authorization.

a. These GPs expire on October 14, 2025 unless otherwise specifically indicated in an individual authorization letter. Activities authorized under these GPs that have either commenced or are under contract to commence in reliance upon this authorization will have an additional year from the expiration date to complete the work. The permittee must be able to document to the Corps' satisfaction that the activity commenced or was under contract to commence by the expiration date of these GPs. If work is not completed within the one year extended timeframe, the permittee must contact the Corps. The Corps may issue a new authorization, provided the activity meets the applicable terms and conditions of the Maine GPs that are in effect at the time.

b. Activities authorized under these GPs will remain authorized until these GPs expire, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2(e)(2). Activities completed under the SV or PCN authorizations of these GPs will continue to be authorized after its expiration date.

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Tammy R. Turley
Chief, Regulatory Division

V. MAINE GENERAL PERMITS

An activity is authorized under General Permits 1 through 23 listed below only if that activity and the permittee satisfy all of the applicable GP terms and general conditions. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

1. Repair, Replacement, and Maintenance of Authorized Structures and Fills;
Repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill and minor expansions thereof.

2. Moorings
New moorings and mooring fields, the relocation of previously authorized moorings, expansions, boundary reconfigurations or modifications of previously authorized mooring fields, conversion of mooring types (e.g. private to rental), and maintenance and replacement of moorings. Moored floats, lobster cars, rafts, and similar float structures are not included in this GP.

3. Structures, Floats and Lifts
New, expansions, reconfigurations or modifications of structures for navigational access in waters of the U.S. including but not limited to temporary/seasonal or permanent pile and crib-supported piers, floats, stairs, shore outhauls, and boat and float lifts/ways. Floats may include lobster cars, work floats, moored floats, swim floats, and shellfish upweller floats.

4. Aids to Navigation, and Temporary Recreational Structures
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, chapter I, subchapter C, part 66) and temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as fireworks displays, water skiing competitions, and boat races or seasonal use.

5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation
New, maintenance, and improvement dredging, including: a) Disposal of dredged material at a confinedaquatic disposal, beach nourishment, near shore, designated open water or ocean water disposal site(s), provided the Corps finds the dredged material to be suitable for such disposal; (b) Beach nourishment not associated with dredging; (c) Rock removal and relocation for navigation.

6. U.S. Coast Guard Approved Bridges and Causeways
Discharges of dredged or fill material incidental to the construction and modification of bridges across navigable waters of the U.S., including cofferdams abutments, foundation seals, piers, approach fills, and temporary construction and access fills provided that the USCG authorizes the construction of the bridge structure under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws.

7. Bank and Shoreline Stabilization Including Living Shorelines
Bank stabilization activities necessary for erosion protection along the banks of lakes, ponds, streams, and marine/tidal waters. Includes bulkheads, seawalls, riprap, revetments or slope protection & similar structures as well as vegetative planting, soil bioengineering or alternative techniques that are a combination of the two (i.e. living shorelines), specifically for the purpose of shoreline protection.

8. Residential, Commercial and Institutional Developments, and Recreational Facilities
Discharges of dredged or fill material into waters of the U.S for the construction or expansion of: residences and residential subdivisions; commercial and institutional buildings or subdivisions; and recreational facilities; and attendant features including but not limited to roads, parking lots, garages, stormwater management facilities, yards, and utilities.

9. Utility Line Activities

Activities required for (a) the construction, maintenance, relocation, repair, & removal of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for utility lines; (b) the construction, maintenance or expansion of utility line substation facilities associated with a power/utility line in non-tidal waters; and (c) the construction and maintenance of foundations for overhead utility line towers, poles, and anchors provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. This GP authorizes the construction of access roads to facilitate construction of the above activities provided the activity, in combination with all other activities included in one single and complete project.

10. Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features.

11. Mining Activities

Temporary or permanent discharges of dredged or fill material into waters of the U.S. for mining activities.

12. Boat Ramps and Marine Railways

Temporary or permanent discharges of dredged or fill material, excavation and other work in waters of the U.S. required for the construction of temporary or permanent boat ramps and marine railways.

13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects

Structures and work and discharges of dredged or fill material into waters of the U.S. for the construction, expansion, modification or removal of: (a) land-based renewable energy production facilities (e.g. solar and wind) and their attendant features; (b) water-based wind or hydrokinetic renewable energy generation pilot projects and their attendant features; and (c) discharges of dredged or fill materialassociated with hydropower projects. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, and parking lots.

14. Reshaping Existing Drainage Ditches and Mosquito Management

Discharges to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the U.S., for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. Also authorized are mosquito reduction activities.

15. Response Operations for Oil or Hazardous Substances

Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) including containment, cleanup, and mitigation efforts, provided activities are done under either (i) The Spill Prevent, Control & Countermeasure Plan require by 40 CFR 112.3; (ii) The direction or oversight of the Federal on-site coordinator designated by 40 CFR 300; or (iii) Any approved existing State, regional or local contingency plan provided that the Regional Response Team (if one exists in the area) concurs with the proposed response efforts or does not object to the response effort. Activities required for the cleanup of oil releases in waters of the U.S. from electrical equipment that are governed by EPA's polychlorinated biphenyl (PCB) spill response regulations at 40 CFR 761. Booms placed in tidal waters. Use of temporary structures & fills for spill response training exercises.

16. Cleanup of Hazardous and Toxic Waste

Specific 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.

17. Scientific Measurement Devices
Scientific devices for measuring and recording scientific data, such as staff gauges, tide and current gauges, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures.

18. Survey Activities
Survey activities such as soil borings, core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching and historic resources surveys (but not recovery).

19. Agricultural Activities
Regulated discharges of dredged or fill material in non-tidal waters of the U.S. for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include: (a) installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches; and similar activities; (b) construction of farm ponds, excluding perennial streams, provided the farm pond is used solely for agricultural purposes; and (c) discharges of dredged or fill material to relocate existing serviceable drainage ditches constructed in non-tidal streams.

20. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices
Activities in waters of the U.S. associated with fish and wildlife harvesting devices including pound nets, crab and lobster traps, crab dredging, eel pots, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This GP does not include aquaculture activities.

21. Habitat Restoration, Establishment and Enhancement Activities
Activities in waters of the U.S. associated with the restoration, enhancement and establishment of non-tidal and tidal wetlands and riparian areas, including invasive, non-native or nuisance species control; the restoration and enhancement of non-tidal streams and other non-tidal open waters; the relocation of non-tidal waters, including non-tidal streams & associated wetlands for reestablishment of a natural stream morphology and reconnection of the floodplain; the restoration and enhancement of shellfish, finfish and wildlife; and the rehabilitation or enhancement of tidal streams, tidal wetlands and tidal open waters; provided those activities result in net increases in aquatic resource functions and services. Also included are shellfish enhancement measures including but not limited to “brushing”, clam pots, boxes, and netting.

22. Stream and Wetland Work and Crossings
Activities required for the construction, expansion, modification, or improvement of linear transportation projects that cross waters of the U.S. (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features. Crossing structures include, but are not limited to temporary or permanent jurisdictional spans, bridges, culverts, and fords. Any stream channel modification is limited to the minimum necessary to construct or protect the project; such modifications must be in the immediate vicinity of the project.

23. Aquaculture
The installation of buoys, floats, racks, trays, nets, lines or other structures in waters of the U.S. for the containment and cultivation of fish, shellfish and seaweed/kelp. Also authorized are anchored upweller floats, small-scale shellfish hatchery seawater intake/discharge structures, and discharges of dredged or fill material associated with cultivation such as the placement of cultch or spatted-shell on bottom.

USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

GENERAL PERMITS FOR THE STATE OF MAINE		
A. INLAND WATERS AND WETLANDS	Inland Waters and Wetlands are defined as waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds, and wetlands, and ***excludes Section 10 Navigable Waters of the U.S.*** The jurisdictional boundaries are the ordinary high water mark (OHWM) in the absence of adjacent wetlands; beyond the OHWM to the limit of adjacent wetlands when adjacent wetlands are present; and the wetland limit when only wetlands are present. For the purposes of these GPs and designated activities, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are reviewed in the Navigable Waters section below beginning on page 28.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit (IP).	
GENERAL PERMIT #	**SELF-VERIFICATION (SV)**	**PRE-CONSTRUCTION NOTIFICATION (PCN)**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills *(for stream crossings see GP 22)*	Repair, replacement, and maintenance of existing, currently serviceable, authorized fills with no expansion or change in use, provided: • Conditions of the original authorization apply. • Minor deviations in fill design allowed. • 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 work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • Drawdown of impoundments for dam/levee repair does not exceed 18 months and one growing season (Apr-Sept).	Repair, replacement, and maintenance of existing authorized fills not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
2. Moorings	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
3. Structures, Floats, and Lifts	Pile-supported structures, floats and lifts located in non-navigable inland waters do not require Corps authorization. Solid fill or crib-supported structures with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.	Fill activities associated with structures, floats, and lifts not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
4. Aids to Navigation and Temporary Recreational Structures	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments or discharges of tailings into streams.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Fill is ≤500 LF in total length as measured below the plane of the OHWM, includes total if more than one stream bank. • Fill placed below the plane of the OHWM is ≤1 CY per linear foot. • There is no discharge in special aquatic sites other than wetlands. • Revetment is comprised of angular material. • In-stream work is limited to Jul. 15th to Sep. 30th • No structures angled steeper than 1H:1V.	Bank and shoreline stabilization activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Those developments and facilities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • No work in special aquatic sites other than wetlands.	Those developments and facilities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
9. Utility Line Activities (see also GC 30)	Utility line activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excluding mats), and associated secondary impacts, provided: • There is no permanent change in pre-construction contours in waters in the U.S. • 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 is not dispersed by current or other forces. • The line does not run parallel to, or along a streambed. • No stream channelization, relocation, or loss of streambed including impoundments. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season. • In-stream work is limited to Jul. 15th to Sep. 30th • In-water work is conducted in-the-dry. • Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Utility line activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
10. Linear Transportation Projects *(for stream crossings refer to GP 22)*	Linear transportation activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excl. mats), and associated secondary impacts, provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Linear transportation activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
11. Mining Activities	Mining activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Mining activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
12. Boat Ramps	Boat ramps with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, and temporary fills.	Boat ramps not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Those facilities and projects with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • No new water-based facilities are eligible.	Those facilities and projects not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
14. Reshaping Existing Ditches and Mosquito Management	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for response operations. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts (*SVNF is required prior to the activity*).	Those response operations not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
16. Cleanup of Hazardous and Toxic Waste	Those cleanup activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • The activity does not involve establishing new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.	Those cleanup activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. • The activity does not involve establishing new sites for the disposal of hazardous or toxic waste.
17. Scientific Measurements Devices	Those devices with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No biological sampling devices. • Devices do not restrict or concentrate movement of aquatic organisms. • Upon completion of use, the devices and any associated fills shall be removed in their entirety.	Those devices not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
18. Survey Activities	Those survey activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Exploratory trenches are restored in accordance with GC 21. • No discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).	Those survey activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
19. Agricultural Activities	Those agricultural activities subject to Corps jurisdiction with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Those agricultural activities subject to Corps jurisdiction not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.
21. Habitat Restoration, Establishment, and Enhancement 476	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of a stream to wetland or vice versa, a wetland to a pond or uplands, or one wetland type to another. • No dam removal.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
22. Stream and Wetland Work and Crossings (see also GC 29)	Stream work and crossings with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No work in designated or proposed critical habitat for endangered species. • Crossings are designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, or Habitat Connectivity Design. • Crossings are designed to be 1.2 times bankfull width. • Crossings have a natural bottom substrate. • Crossings include a bank on both sides of the channel. • Closed bottom culverts are embedded at least 25% of the maximum width of the culvert. • In-stream work is limited to Jul. 15th to Sep. 30th • In-stream work is conducted "in-the-dry". • No slip lining. • No culvert extensions. • No stream channelization, relocation, or loss of streambed including impoundments. Wetland work and crossings, provided: • No flooding or impacts to wetland drainage from the upgradient side of the crossing.	Stream and Wetland Work and Crossings not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
23. Aquaculture (see also GC 32)	Aquaculture activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of i) a stream to wetland or vice versa, a wetland to a pond or uplands, and ii) one wetland type to another.	Aquaculture activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

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USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

B. NAVIGABLE WATERS	**Navigable Waters of the U.S. are defined as** those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water mark (MHWM) in tidal waters and the ordinary high water mark (OHWM) in non-tidal portions of the federally-designated navigable rivers. For the purposes of these GPs, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are also reviewed in this Navigable Waters section.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit.	
GENERAL PERMIT #	**SELF-VERIFICATION**	**PRE-CONSTRUCTION NOTIFICATION**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills **See GC 25 for pile driving and removal conditions.*	Repair, replacement, or maintenance of previously authorized, currently serviceable structures or fills, provided: • Conditions of the original authorization apply. • No expansion or change in use. Shall be rebuilt in same footprint, however minor deviations in design allowed. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided that work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • In-water work is conducted "in-the-dry" (see GC 24). • No impacts to special aquatic sites (SAS) (incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • Slope stabilization is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM. Vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Dam and flood control, or levee work does not alter water levels or flood elevations. • Discharge of accumulated bottom sediments from or through a dam is not more than *de minimus*. • Tide gate work has a Corps-approved operation and maintenance plan and no effect to hydraulic regime, or tide gates that solely convey stormwater and/or Maine National Pollutant Discharge Elimination System-permitted discharges.	Repair, replacement, or maintenance of previously authorized structures or fills not eligible for SV, provided: • ≤0.5 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
2. Moorings	Private, non-commercial, non-rental, single-boat moorings, provided: • Authorized by the local harbormaster/town. • Not associated with any boating facility (e.g. marinas). • Not located within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. Moorings in a Federal Anchorage must not be associated with a boating facility and must not be for rent. • No interference with navigation. • Mooring is not located in SAS (incl. SAV) or intertidal areas. Minor relocation of previously authorized moorings, provided: • Authorized by the local harbormaster/town. • Relocation is not within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • Relocated mooring is not located in SAS (incl. SAV) or intertidal areas. **SV Moorings above do not require a SVNF.*	Moorings not eligible for SV and don't require an IP. This includes private moorings with no harbormaster or means of local approval or moorings associated with a boating facility (e.g. marina). *Locating new moorings in SAS (incl. SAV) shall be avoided to the maximum extent practicable. If SAS cannot be avoided, consideration shall be given to alternative mooring systems that prevents mooring chains from resting or dragging on the bottom substrate at all tides.* An IP is required for moorings located within the horizontal limits, or with moored vessels that extend into the horizontal limits of a Federal Navigation Project (other than in a Federal Anchorage).
3. Structures, Floats, and Lifts 479 *Cont'd below on page 30*	Reconfiguration of such existing authorized structures with all intertidal work conducted "in-the-dry" (see GC 24). Minor relocation of previously authorized floats provided: • Relocation is not into a Federal Navigation Project or within a distance of three times the authorized depth of a Federal Navigation Project (other than a Federal Anchorage). • No interference with navigation. • Not relocated in or within 25 feet of SAV. • Seasonal floats are stored above the MHWM and not on wetland (incl. salt marsh). New private, non-commercial ramp and float structures attached to land (no piers) or new floats provided: • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • No structure extends across >25% of the waterway width at mean low water. • Not located in or within 25 feet of SAV. • Ramp is <150 LF over salt marsh waterward of the MHWM and is ≥1:1 height:width ratio over salt marsh.	New structures, floats, and/or lifts including floatways/skidways, built to access waterway (both seasonal and permanent). Includes pile-supported, solid fill-supported, and crib-supported structures. Also includes expansions to existing authorized boating facilities (e.g. marinas). Provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF **See GC 25 for pile driving and pile removal conditions.* Compliance with the following is recommended: • *Lowermost part of floats are ≥18 inches above the substrate during all tides.* • *Structures are ≥1:1 height:width ratio over salt marsh.* • *Structures and floats are not located in or within 25 feet of SAV.* • *Moored vessels are not positioned over SAV.* • *Structures attached to land are located ≥ 25 feet from the property line (The Corps may require a letter of no objection from the abutter if located within 25 feet of the property line.)*

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
Cont'd from page 29	• Ramp and floats attached to land are located ≥25 feet from the property line. • Seasonal ramp and floats are stored above the HTL and not on wetland (incl. salt marsh). Compliance with the following is recommended: • *Lowermost part of floats is ≥18 inches above the substrate during all tides.*	• *No structure extends across >25% of the waterway width at mean low water.* • *Not located within a distance of three times the authorized depth of a Corps Federal Navigation Project.* An IP is required for structures, floats, and/or lifts including floatways/skidways, located in such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project. An IP is also required for structures and floats associated with a new or previously unauthorized boating facility (e.g. marinas).
4. Aids to Navigation and Temporary Recreational Structures	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). **These SV Aids do not require a SVNF.* Temporary buoys, markers, floats, etc. for recreational use during specific events, provided: • They are removed within 30 days after the specific event has concluded. • No interference with navigation. • No impact to SAV.	Aids and temporary structures not eligible for SV.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Maintenance dredging of <1,000 CY for navigational purposes with upland disposal including return water from upland contained disposal area, provided: • Proper siltation controls are used. • No expansion of footprint. • No dredging in or within a distance of three times the authorized depth of a Federal Navigation Project. • Dredging operation is limited to Nov. 8th to Apr. 9th (it is recommended that in areas populated by winter flounder, dredging should cease by March 15th). • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • No dredging within 25 feet of SAV. • No dredging in or within 100 feet of shellfish areas. • No blasting. • No dredging in designated or proposed critical habitat for endangered species.	Maintenance dredging not eligible for SV and new dredging <25,000 CY Includes return water from upland contained disposal areas. Disposal includes: • Upland. • Beach nourishment (above MHW line) 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. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a PCN. Temporary and/or permanent fill or excavation in SAV <1,000 SF and Permanent fill or excavation in other SAS <4,300 SF

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Discharge of dredged or fill material <15,000 SF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF Compliance with the following is recommended: • *Discharge of dredged or fill material should not occur within 100 feet of SAV or within 25 feet of natural rocky habitat or other SAS.* *Note: new causeways and approach fills are not eligible for SV.*	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Fill is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM (includes total for more than one bank). Replacement vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Fill placed below HTL is ≤1 CY per linear foot. • Stone revetment is comprised of angular material. • No fills angled steeper than 1H:1V. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No new groins, breakwaters, or jetties.	Bank and shoreline stabilization activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Not Eligible	Residential, commercial and institutional developments and recreational facilities, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF Conversions of previously authorized pile-supported buildings over navigable waters to residences, offices, or other non-water dependent uses require PCN. Floating house boats or businesses on floats require PCN.

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
9. Utility Line Activities (see also GC 30)	Repair, replacement, or maintenance of previously authorized, currently serviceable utilities with no expansion or change in use, provided: • Conditions of the original authorization apply. • In-water work limited to Nov. 8th to Apr. 9th. • Trenching or filling confined to existing footprint and <100 LF; trenches shall be backfilled immediately. • Jet-plow, fluidization, or other direct burial methods confined to existing footprint and <200 LF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No work in designated or proposed critical habitat for endangered species. New work in, over, or under navigable waters including new outfalls and any intake structure work requires PCN. Aerial utility lines over navigable waters requires PCN.	Those utility activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
10. Linear Transportation Projects *(for stream crossings refer to GPs 6 and 22)*	Not Eligible	Linear transportation projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
11. Mining Activities	Not Eligible	Not Eligible
12. Boat Ramps and Marine Railways	No new boat ramps or marine railways. In-water work is conducted "in-the-dry" (see GC 24). No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF Boat ramp and marine railway work not eligible for maintenance (i.e. not currently serviceable) may be replaced "in-kind" with minor deviations provided: • Work is confined to the intertidal zone. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those ramps and railways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Not Eligible	Work associated with those facilities and projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF For each single and complete project, no more than 10 generation units (e.g., wind turbines or hydrokinetic devices) may be authorized. No new impoundments.
14. Reshaping Existing Ditches and Mosquito Management	≤500 LF 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 shall be the same as originally constructed and it cannot drain additional wetlands or other waters of the U.S.). 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 shall be approximately the same as the location of the centerline of the original drainage ditch. No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for spill response activities. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises (*SVNF is required prior to the activity*), provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal or shellfish areas ≤1,000 SF, and impacts to tidal resources <0.5 acre	Those response operations not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
16. Cleanup of Hazardous and Toxic Waste 483	Only booms placed for hazardous and toxic waste containment and absorption and prevention are eligible for SV. *A SVNF is not required for these eligible containment booms.*	Cleanup activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF An IP is require for the establishment of new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
17. Scientific Measurements Devices	Those scientific measurements devices, provided: • Devices do not restrict or concentrate movement of aquatic organisms. • No interference with navigation. • No blasting. • No biological sampling devices. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • Upon completion of use, the devices and any associated structures or fills are removed in their entirety.	Those scientific measurements devices not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
18. Survey Activities	Those survey activities, provided: • No blasting. • No interference with navigation. • No seismic exploratory operations. • No oil and gas exploration. • No trenching or other silt-producing activities. • No fill for roads or construction pads. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No blasting. • No biological sampling devices. *A SVNF is not required for required sediment sampling for Corps-regulated dredge proposals.*	Those survey activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
19. Agricultural Activities	Not Eligible	Not Eligible
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities *(for aquaculture refer to GP 23)*	Those devices and activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • No interference with navigation. • No artificial reefs or enclosures • No impoundments or semi-impoundments for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. • Structures and shell hash should not be located within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh). *A SVNF is not required for these eligible devices and activities.*	Those devices and activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF 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 <0.5 acre

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	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
21. Habitat Restoration, Establishment, and Enhancement	Those activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No thin layer deposition for salt marsh restoration. • SAS planting and transplanting is <100 SF • No artificial or living reefs. • The activity is authorized 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.	Those activities not eligible for SV provided those activities are proactive and result in net increases in aquatic resource functions and services.
22. Stream and Wetland Work and Crossings (see also GC 29) (*see GP 6 for bridges & causeways*)	Not Eligible	Those crossings of tidal navigable water not including bridges and causeways, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
23. Aquaculture* (see also GC 32)	Shellfish and marine algae installations that do not exceed 400 SF in area, provided: • Signed approval from Harbormaster or appropriate Town Official. • No enclosures or impoundments. • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • Not located in or impinge upon the value of any National Lands or Federal Properties. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal and shellfish areas ≤1,000 SF • No structures, cages, gear, or shell hash located in/within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh).	Shellfish, finfish, and marine algae 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. ***State of Maine Aquaculture guidelines are provided at: *www.maine.gov/dmr/aquaculture/index.html***

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US Army Corps of Engineers ®
New England District

Section VI: Self-Verification Notification Form

(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form found at www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ The two-week lead time is not required for emergency situations. **Send this form, an Official Species List, and project plans to the following email address: cenae-r-me@usace.army.mil**

Maine Project Office
U.S. Army Corps of Engineers
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

State Permit #: _____
Date of State Permit: _____
State Project Manager: _____

Permittee: _____

Address, City, State, Zip: _____

Email, Phone: _____

Agent: _____

Address, City, State, Zip: _____

Email, Phone: _____

Contractor: _____

Address, City, State, Zip: _____

Email, Phone: _____

Project Name: _____

Address, City, State, Zip: _____

Lat °N, Long °W: _____ Tax Map/Lot: _____

Waterway Name: _____

Description of Work: _____

Proposed Starting Date: _____ Proposed Finish Date: _____

Area of wetland impact (SF): Permanent: _____ Temporary: _____
Area of waterway impact (SF): Permanent: _____ Temporary: _____

Work will be done under the following Section V General Permits (circle all that apply):

I. Inland Waters and wetlands: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

Have MHPC and all five federally-recognized tribes in Maine been notified of the proposed work? _____Yes _____No

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Maine General Permit.

Permittee Signature: _____ Date: _____

US Army Corps
of Engineers ®
New England District

Section VII: Content of a Pre-Construction Notification

In addition to the following required information, the applicant must provide additional information as the Corps deems essential to make a public interest determination including, where applicable, a determination of compliance with the Section 404(b)(1) guidelines or ocean dumping criteria. Such additional information may include environmental data and information on alternate methods and sites as may be necessary for the preparation of the required environmental documentation. For a more comprehensive checklist, go to *www.nae.usace.army.mil/missions/regulatory* >> Forms >> Application and Plan Guideline Checklist. Please check with the Corps for project-specific requirements.

Information required for all projects:

- □ DIGITAL SUBMISSIONS ARE ENCOURAGED (email PCN to **cenae-r-me@usace.army.mil**)
- □ Completed Corps application form (ENG Form 4345 attached below or found electronically at *www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit*) or appropriate state application form. Forms may need to be supplemented to include the information noted below.
- □ Proof of notification to MHPC and all five federally-recognized tribes (see Section VIII for contact info).
- □ Official Species List for any federally-listed endangered or threatened species and email address of the person who generated the list.
- □ Drawings, sketches, or plans (detailed engineering plans and specifications are not required) that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), no larger than 8.5”x11”, with bar scale (plans overlaid on aerial photos are discouraged). Wetland area impact sheets shall have the highest resolution possible to show work within Corps jurisdiction (do not just reduce project overview or cut large-scale plan into quadrant sheets). Provide locus map and a plan overview of the entire property with a key index to the individual impact sheets. A locus map be on a section of color USGS topographic map.
- □ Include:
  - □ All direct, secondary, permanent and temporary effects the project would cause, including the anticipated amount of impacts to waters of the U.S. expected to result from the activity, in acres, linear feet, or other appropriate unit of measure.
  - □ Any historic permanent fill associated with each single and complete project.
  - □ Cross-section views of all wetland and waterway fill areas and wetland replication areas.
  - □ Document on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, natural rocky habitat, shellfish areas, vernal pools, and other waters, such as lakes and ponds, and perennial, and intermittent streams on the project site (GC1).
  - □ MLW line, MHW mark, and HTL elevations in tidal waters. Show OHWM elevation in lakes and non-tidal streams.
  - □ **Existing and proposed conditions.**
- □ Volume, type, and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below OHWM in inland waters and below the HTL in coastal waters.
- □ If applicable, a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions (see GC 21).

Information that may be required:

- □ Photographs of wetland/waterway to be impacted. Photos at low tide are preferred for work in tidal waters.
- □ For drawings, sketches, or plans:
  - □ The vertical datum for all coastal projects and projects in towns bordering coastal waters shall be in U.S. survey feet and referenced to MLLW and include current tidal epoch, with a reference chart showing conversion factor to the North American Vertical Datum of 1988. Do not use local datum. See *www.nae.usace.army.mil/missions/regulatory* >> Forms and Publications >>Vertical Datum - FEMA (Jul 2007);
  - □ The horizontal state plane coordinates shall be shown on plan and elevation views and shall be in the North American Datum of 1983 (NAD83) State Plane Coordinate System in U.S. survey feet.
- □ For the construction of a filled area or pile or float-supported platform, the use of, and specific structures to be erected on, the fill or platform.
- □ For the discharge of dredged or fill material into waters of the U.S. or the transportation of dredged material for the purpose of disposing of it in ocean waters, the source of the material; the purpose of the discharge, a description of the type, composition and quantity of the material; the method of transportation and disposal of the material; and the location of the disposal site.
- □ For the discharge of dredged or fill material into waters of the U.S., include a statement describing how impacts to waters of the U.S. are to be avoided and minimized. Include either a statement describing how impacts to waters of the U.S. are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.
- □ Purpose and need for the proposed activity;
- □ Limits and coordinates of any Federal Navigation Project in the vicinity of the project area.
- □ Limits and coordinates of any proposed mooring field, reconfiguration zone or aquaculture activity. Provide coordinates for all corners;
- □ Schedule of construction/activity;
- □ Names and addresses of adjoining property owners;
- □ Location and dimensions of adjacent structures;
- □ Alternatives analysis;
- □ Wetland delineation data sheets;
- □ List of authorizations required by other federal, interstate, state, or local agencies for the work, including all approvals received or denials already made.
- □ Identification and description of potential impacts to Essential Fish Habitat (see GC 17).
- □ Identification of potential discharges of pollutants to waters, including potential impacts to impaired waters, in the project area.
- □ Invasive Species Control Plan (see GC 22). For sample control plans, see *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species*
- □ Wildlife Action Plan (WAP) maps. Contact the Maine Department of Inland Fisheries & Wildlife (Section VIII) or online at *www.maine.gov/ifw/wildlife/conservation/action_plan.html*

Information for dredging projects that may be required:

- □ Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants must contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and if done, would be at the applicant's risk.
- □ The area in square feet and volume of material to be dredged below mean high water.
- □ Existing and proposed water depths.
- □ Type of dredging equipment to be used.
- □ Nature of material (e.g., silty sand).
- □ Any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects.
- □ Information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area.
- □ Shellfish survey.
- □ Location of the disposal site (include locus sheet).
- □ Identification and description of any potential impacts to Essential Fish Habitat.
- □ Delineation of submerged aquatic vegetation (e.g., eelgrass beds).

Information for tidal crossing projects that may be required:

- □ A graphic longitudinal elevation profile plot of the tidal stream channel thalweg, both up and downstream of the proposed project site. Thalweg elevations shall extend from the crossing to beyond the zone of scour, channel widening, or other channel alteration resulting from the present or pre-existing crossings. The profile plot should include labeled elevations for the:
  - □ crossing invert and top of the inlet and outlet
  - □ roadbed crown
  - □ lowest and highest recorded tides at the site
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
  - □ hydraulic controls and nearest crossings that could influence or be influenced by the proposed crossing
- □ A graphic plot of continuous tidal water levels recorded up and downstream, simultaneously, of the proposed crossing for an entire lunar cycle. The water level plot should include labeled elevations for the:
  - □ crossing invert and crossing top at the inlet and outlet
  - □ roadbed crown
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
- □ A map showing projected extents of maximum flooding within the area influenced by the crossing under current conditions and as a result of sea level rise. The present minimum sea level rise scenario suggested for planning purposes by the Maine Climate Council Scientific and Technical Subcommittee is the Intermediate Scenario, which projects an increase of 3.0-4.6 feet by 2100.

Information for aquaculture projects that may be required:

- □ Maine Aquaculture guidelines and joint Corps/Maine DMR applications may be found at: *www.maine.gov/dmr/aquaculture/index.htm*
- □ In addition to the information required above, applications should also include:
  - □ Results of coordination with Harbor Master and U.S. Coast Guard
  - □ Whether canopy predator nets are being used.

U.S. Army Corps of Engineers (USACE)

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 02-28-2022

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Middle - Last -	First - Middle - Last -
Company -	Company -
E-mail Address -	E-mail Address -
6. APPLICANT'S ADDRESS:	9. AGENT'S ADDRESS:
Address-	Address-
City - State - Zip - Country -	City - State - Zip - Country -
7. APPLICANT'S PHONE NOs. w/AREA CODE	10. AGENTS PHONE NOs. w/AREA CODE
a. Residence b. Business c. Fax	a. Residence b. Business c. Fax

STATEMENT OF AUTHORIZATION

11. I hereby authorize,_____to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

_____ _____

SIGNATURE OF APPLICANT DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

13. NAME OF WATERBODY, IF KNOWN (if applicable)	14. PROJECT STREET ADDRESS (if applicable)
	Address
15. LOCATION OF PROJECT	City - State- Zip-
Latitude: ◦N Longitude: ◦W	

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)

State Tax Parcel ID Municipality

Section - Township - Range -

17. DIRECTIONS TO THE SITE

18. Nature of Activity (Description of project, include all features)

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☐ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address-

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT DATE SIGNATURE OF AGENT DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

Section VIII: Agency Contacts

1. Federal

U.S. Army Corps of Engineers
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330
(207) 623-8367; (207) 623-8206 (fax)
Email: cenae-r-me@usace.army.mil

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

U.S. Fish and Wildlife Service
Maine Field Office
P.O. Box A
East Orland, Maine 04431
(207) 469-7300; (207) 902-1588 (fax)
(Federal endangered species)

National Marine Fisheries Service
Maine Field Office
17 Godfrey Drive, Suite 1
Orono, Maine 04473
(207) 866-7379; (207) 866-7342 (fax)
(Federal endangered species)

FEMA Region 1
Federal Insurance and Mitigation Division
99 High Street 6th Floor
Boston, Massachusetts 02110
(floodplains)

Federal Emergency Management Agency
99 High Street
Boston, Massachusetts 02110
(877) 336-2734
(Floodplain Management)

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

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

Commander (dpb)
First Coast Guard District
One South Street - Battery Building
New York, New York 10004-1466
(212) 668-7021; (212) 668-7967 (fax)
(bridge permits)

2. State of Maine

a. Department of Environmental Protection (*State permits & Water Quality Certifications*)

Augusta Regional Office
17 State House Station
Augusta, Maine 04333
(207) 287-7688

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

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

Northern Maine Regional Office
1235 Central Drive
Presque Isle, Maine 04769
(207) 764-0477

b. Department of Agriculture, Conservation and Forestry

i. Maine Land Use Planning Commission (LUPC) (*State permits & Water Quality Certifications for the unorganized areas of the State*)

Augusta Office
22 State House Station
Augusta, Maine 04333-0022
(207) 287-2631; (207) 287-7439 (fax)

Greenville Regional Office
43 Lakeview Drive
P.O. Box 1107
Greenville, Maine 04441
(207) 695-2466; (207) 695-2380 (fax)

Western Region Office
932 U.S. Route 2
East Wilton, Maine 04992
(207) 670-7492; (207) 287-7439 (fax)

Downeast Regional Office
106 Hogan Road, Suite 8
Bangor, Maine 04401
(207) 215-4685; (207) 941-4222 (fax)

Ashland Regional Office
45 Radar Road
Ashland, Maine 04732-3600
(207) 435-7963; (207) 435-7184 (fax)

Eastern Region Office
191 Main Street
East Millinocket, Maine 04430
(207) 399-2176; (207) 746-2243 (fax)

ii. Maine Coastal Program

21 State House Station
Augusta, Maine 04333
(207) 707-2324; (207) 624-6024 (fax)
(CZM consistency determinations)

iii. Division of Parks and Public Lands

22 State House Station
Augusta, Maine 04333
(207) 287-3061; (207) 287-6170 (fax)
(submerged lands leases)

iv. Maine Floodplain Management Program

17 Elkins Lane
Augusta, Maine 04333
(207) 287-8063
(floodplains)

c. Department of Marine Resources

21 State House Station
Augusta, Maine 04333
(207) 633-9500; (207) 624-6024 (fax)
(aquaculture leases/licenses)

3. Historic Properties

a. State Historic Preservation Officer (SHPO)

Kirk F. Mohney, Director
Maine Historic Preservation Commission
65 State House Station
Augusta, Maine 04333-0065
(207) 287-2132; (207) 287-2335 (fax)

b. Tribal Historic Preservation Officers (THPOs)

Houlton Band of Maliseet Indians
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215; (207) 532-6883 (fax)
istjohn@maliseets.com

Aroostook Band of Micmacs
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972; (207) 764-7667 (fax)
jdennis@micmac-nsn.gov

Passamaquoddy Tribe of Indians
Pleasant Point Reservation
P.O. Box 343
Perry, Maine 04667
(207) 853-2600; (207) 853-6039 (fax)
soctomah@gmail.com

Penobscot Nation
Cultural and Historic Preservation Dept.
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471
chris.sockalexis@penobscotnation.org

Passamaquoddy Tribe of Indians
Indian Township Reservation
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301; (207) 796-5256 (fax)
soctomah@gmail.com

Section IX: Definitions

Action Area: 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]."

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)). Prospective permittees are strongly advised to contact the Corps for a determination of whether their activity is exempt or requires a permit.

Attendant Features: Occurring with or as a result of; accompanying.

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 January 6, 2017 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 shall be planted at the site.

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.

Bordering and Contiguous Wetlands: A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water mark 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.

Brushing: 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."

Currently Serviceable: Useable as-is or with some maintenance, but not so degraded as to essential require reconstruction.

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.

Fill area: Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.

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.

Habitat Connectivity Design: projects designed and constructed for consistency with natural stream dimensions, profiles, and dynamics, in accordance with the following technical references: U.S. Forest Service guide (Forest Service Stream-Simulation Working Group 2008), augmented by documents published by the states of Washington (Barnard et al. 2013), Vermont (Bates and Kirn 2009) and California (Love and Bates 2009).

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.

Living Shoreline: Living shorelines stabilize banks and shores in coastal waters along shores with small fetch and gentle slopes that are subject to low-to mid-energy waves. A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural "soft" elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines shall maintain the natural continuity of the land-water interface, and retain or enhance shoreline ecological processes. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures.

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 SV 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 SV or PCN thresholds in Section V.

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 PCN.

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."

The following definition is also applicable:

Minor deviations: Deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environ-mental effects resulting from such repair, rehabilitation, or replacement are minimal.

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.

Natural Rocky Habitats: Natural rocky habitats are intertidal and subtidal substrates composed of pebble-gravel, cobble, boulder, or rock ledge and outcrops. Manufactured stone (e.g. cut or engineered rip-rap) is not considered a natural rocky habitat. Natural rocky habitats are either found as pavement (consolidated pebble-gravel, cobble, or boulder areas) or as a mixture with fines (i.e. clay and sand) and other substrates.

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.

Pre-construction notification (PCN): A request submitted by a prospective permittee 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.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in again in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area. Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complexes: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Secondary effects: See "Direct, secondary, and cumulative effects."

Shellfish Areas: Areas that currently support molluscan shellfish. Information regarding these locations can be obtained from the State of Maine GeoLibrary Data Catalog at: *www.maine.gov/geolib/catalog.html*

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

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 shall have independent utility (see definition).

Special aquatic sites (SAS): These are defined at 40 CFR 230 Subpart E. They include sanctuaries and refuges, wetlands, mud flats, vegetated shallows (submerged aquatic vegetation, SAV), coral reefs, and riffle and pool complexes.

Stream: The term "stream" in the document means rivers, streams, brooks, etc.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

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.

Stream Simulation: A method for designing and building road-stream crossings intended to permit free and unrestricted movements of any aquatic species. Reference:
https://www.nae.usace.army.mil/Missions/Regulatory/Stream-and-River-Continuity/

Stream Smart Design: projects designed to allow the stream to act like a stream by passing fish and wildlife as well as the higher flows that come with large infrequent storms while protecting the stability of the road and public safety. Stream Smart Design follows the "Four S's": The culvert must SPAN the stream, allowing for passage of aquatic and terrestrial wildlife. The culvert has to be SET at the right elevation. The SLOPE of the culvert must match the stream. There must be SUBSTRATE (natural sediment) in the crossing. Reference:
www1.maine.gov/mdot/publications/docs/brochures/pocket_guide_stream_smart_web.pdf

Temporary impacts: Temporary impacts include waters of the U.S. that are temporarily filled, flooded, excavated, drained or mechanically cleared because of the regulated activity.

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).

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/Submerged Aquatic Vegetation (SAV): Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass in marine systems as well as a number of freshwater species in rivers and lakes. Note: Eelgrass surveys should be conducted be conducted between May and October unless otherwise directed.

Vernal pools (VPs): The State of Maine, Department of Environmental Protection has specific protections for VPs. For the purposes of these GPs, 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). In most years, VPs support one or more of the following obligate indicator species: wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.). However, they should preclude sustainable populations of predatory fish.

Water dependency: activity requiring access or proximity to or siting within a special aquatic site (SAS) to fulfill its basic project purpose.

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 United States (U.S.)

Waters of the 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 shall not be taken as an indication that the waterbody is not navigable: In Maine, navigable waters are those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine).

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tideline.

Environmental Summary Sheet

WIN: **22603.00** **Date Submitted: 11/16/2022**
Town: **Brunswick-Topsham**
CPD Team Leader: **Kristen Chamberlain**
ENV Field Contact: **Val Derosier**

NEPA Complete: Finding of No Significant Impact (FONSI) by FHWA on 3/12/2019

☒ **Section 106**

SHPO Concurrence – Adverse Effect – MOA signed 12/22/2018
Section 106 Resources: Cabot Mill; Frank J. Wood Bridge; Brunswick Topsham Industrial Historic District; Pejepscot Paper Company.
No changes to project plans are permitted if they could affect these properties.

☒ **Section 4(f) and 6(f)**

Section 4(f)
Individual Section 4(f) Approval signed 4/21/2019.
Limited Scope 4f Re-evaluation provided to FHWA for approval.

Section 6(f)
No 6f properties

☒ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable

☒ **Section 7**

Species of Concern: Atlantic Salmon – within DPS & Critical Habitat; Atlantic Sturgeon DPS & Critical Habitat; Shortnose Sturgeon DPS
Comments/References: Individual Formal Consultation with NMFS GARFO complete (FHWA Lead) 3/30/3018; May Affect, is likely to Adversely Affect
Special Conditions apply; see Special Provision 105 for Avoidance & Minimization Measures

Species of Concern: Northern Long-Eared Bat – Not Likely to Adversely Affect
Comments/References: Streamlined 4d Consultation complete 11/30/2021. Acoustic surveys completed 2022 and no NLEBs detected.

☒ **Essential Fish Habitat**

Atlantic Salmon and prey species – Adverse Effect – Not Substantial (FHWA Lead). **Special Conditions apply; see Special Provision 105 for Conservation Recommendations.**

☒ **Maine Department of Conservation/Public Lands, Submerged Land Lease**

Not applicable

☒ **Maine Department of Environmental Protection**

Chapter 305 Permit-by-Rule Section 11 approved 12/23/2021

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

☒ **U.S. Army Corps of Engineers (ACOE): Section 404 of the Clean Water Act**

PCN (formerly Category 2) – **#NAE-2021-03166** issued 1/13/2022
Special Conditions apply; See Permit & Special Provision 105

**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 105.9	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**☒
General Note for Hazardous Waste	N/A☒	**Applicable**☒

**All permits and approvals based on plans/scope as of: 8/4/2021*