

Updated 05/15/2020

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

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

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

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

RFI No: _____

Date _____ **Time** _____

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

Question(s):_____

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

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

7

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE FFY 2019-2021
Maine Department of Transportation
Disadvantaged Business Enterprise Program

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

For FFY 2019-21 (October 1, 2018 through September 30, 2021) MaineDOT has established an annual DBE participation goal of **2.4%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2021. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include placing contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 2.4% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

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

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

.

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR
PROPOSED UTILIZATION FORM**

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

Contractor: _____ Telephone: _____ Ext _____

Contact Person: _____ Fax: _____

E-mail: _____

BID DATE: _____

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____% PARTICIPATION FOR THIS CONTRACT

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

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

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

FHWA ☐

FTA ☐

FAA ☐

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

Rev. 01/15

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

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

For additional information and guidance contact:

Civil Rights Office at (207) 624-3066

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

Vendor Registration

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

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Station 46 Bridge Replacement and Pleasant Cove Bridge Replacement in the town of **WOOLWICH**" will be received from contractors at the Reception Desk, MaineDOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 6, 2021 and at that time and place, publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 2392900 WIN 023929.00 & 023929.01

Location: In Sagadahoc County, Station 46 project is located on Route 1/ Main Street over marsh and Maine Central Railroad approximately 1.1 miles northeasterly of Bath city line. Pleasant Cove project is located on Route 1/ Main Street over Back River Creek Marsh approximately 1.35 miles northeasterly of Bath city line.

Scope of Work: Station 46 bridge replacement and Pleasant Cove bridge replacement plus other incidental work.

The basis of award will be Section 1 combined with chosen Alternate 1 (Section 2), or Section 1 combined with chosen Alternate 2 (Section 3).

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 Devan Eaton** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday (or if that Monday is a state holiday, Friday) prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the MaineDOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$184.00 (\$194.00 by mail). Half size plans \$92.00 (\$96.50 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

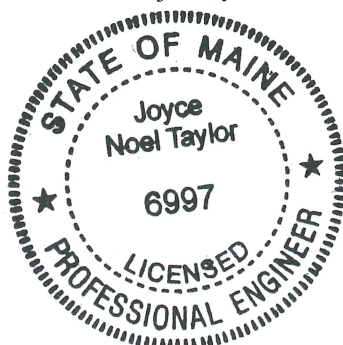
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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
September 8, 2021



JOYCE NOEL TAYLOR, P. E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

NOTICE

(COVID-19 Pandemic)

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

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

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

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.13 REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	1,290.000 LF				
0020	202.19 REMOVING EXISTING BRIDGE STATION 46	LUMP SUM		LUMP SUM		
0030	202.2006 REMOVE AND RELOCATE GAZEBO	LUMP SUM		LUMP SUM		
0040	202.202 REMOVING PAVEMENT SURFACE	890.000 SY				
0050	203.20 COMMON EXCAVATION	19,600.000 CY				
0060	203.24 COMMON BORROW	4,520.000 CY				
0070	203.25 GRANULAR BORROW	2,680.000 CY				
0080	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	3,280.000 CY				
0090	209.29 VERTICAL DRAINAGE WICKS	314,000.000 LF				
0100	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	33,600.000 CY				
0110	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	1,230.000 T				
0120	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	68.000 T				

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	4,600.000 T	_____	 _____	_____	 _____
0140	409.15 BITUMINOUS TACK COAT - APPLIED	1,630.000 G	_____	 _____	_____	 _____
0150	461.131 TEMPORARY PAVEMENT	860.000 T	_____	 _____	_____	 _____
0160	501.239 DYNAMIC LOADING TESTS - PROVIDING FOR	7.000 EA	_____	 _____	_____	 _____
0170	501.46 STEEL H-BEAM PILES 73 LBS/FT, DELIVERED	1,190.000 LF	_____	 _____	_____	 _____
0180	501.461 STEEL H-BEAM PILES 73 LBS/FT, IN PLACE	1,190.000 LF	_____	 _____	_____	 _____
0190	501.54 STEEL H-BEAM PILES 117 LBS/FT, DELIVERED	8,120.000 LF	_____	 _____	_____	 _____
0200	501.541 STEEL H-BEAM PILES 117 LBS/FT, IN PLACE	8,120.000 LF	_____	 _____	_____	 _____
0210	501.90 PILE TIPS	98.000 EA	_____	 _____	_____	 _____
0220	501.91 PILE SPLICES	112.000 EA	_____	 _____	_____	 _____
0230	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM		LUMP SUM		
0250	502.22 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS (PLACED UNDER WATER)	930.000 CY				
0260	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		LUMP SUM		
0270	502.24 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	860.000 CY				
0280	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM		LUMP SUM		
0290	502.261 STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON CONCRETE BRIDGE	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 THRUST BLOCKS	3.000 CY				
0330	502.77 FIBER REINFORCED POLYMER BRIDGE DRAIN - TYPE: G	6.000 EA				

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0340	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	86,800.000 LB	_____	 _____	_____	 _____
0350	503.13 REINFORCING STEEL, PLACING	86,800.000 LB	_____	 _____	_____	 _____
0360	503.17 MECHANICAL WELDED SPLICE	318.000 EA	_____	 _____	_____	 _____
0370	503.26 STAINLESS STEEL REINFORCEMENT - FABRICATED & DELIVERED	453,500.000 LB	_____	 _____	_____	 _____
0380	503.27 STAINLESS STEEL REINFORCEMENT - PLACING	453,500.000 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	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM	LUMP SUM	 _____	_____	 _____
0440	507.0822 STEEL APPROACH RAILING, 3-BAR	8.000 EA	_____	 _____	_____	 _____
0450	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM	 _____	_____	 _____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 5 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0460	510.10 SPECIAL DETOUR _____ ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED 32 FT, PLEASANT COVE	LUMP SUM	LUMP	SUM	_____	_____
0470	510.10 SPECIAL DETOUR _____ ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED 32 FT, STA 46	LUMP SUM	LUMP	SUM	_____	_____
0480	511.07 COFFERDAM: ABUT NO.1, PLEASANT COVE	LUMP SUM	LUMP	SUM	_____	_____
0490	511.07 COFFERDAM: ABUT NO.1, STATION 46	LUMP SUM	LUMP	SUM	_____	_____
0500	511.07 COFFERDAM: ABUT NO.2, PLEASANT COVE	LUMP SUM	LUMP	SUM	_____	_____
0510	511.07 COFFERDAM: ABUT NO.2, STATION 46	LUMP SUM	LUMP	SUM	_____	_____
0520	511.07 COFFERDAM: PIER NO.1	LUMP SUM	LUMP	SUM	_____	_____
0530	511.07 COFFERDAM: PIER NO.2	LUMP SUM	LUMP	SUM	_____	_____
0540	511.07 COFFERDAM: PIER NO.3	LUMP SUM	LUMP	SUM	_____	_____
0550	512.081 FRENCH DRAINS	LUMP SUM	LUMP	SUM	_____	_____
0560	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	SUM	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Page 6 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	520.21 EXPANSION DEVICE - GLAND SEAL	2.000 EA				
0580	523.52 BEARING INSTALLATION	25.000 EA				
0590	523.5551 POT OR DISC BEARINGS, FIXED	3.000 EA				
0600	523.5552 POT OR DISC BEARINGS, EXPANSION	22.000 EA				
0610	524.40 PROTECTIVE SHIELD	LUMP SUM		LUMP SUM		
0620	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM		LUMP SUM		
0630	527.34 WORK ZONE CRASH CUSHIONS	8.000 UN				
0640	535.61 PRESTRESSED STRUCTURAL CONCRETE I-GIRDERS	LUMP SUM		LUMP SUM		
0650	603.17 18 INCH CULVERT PIPE OPTION I	88.000 LF				
0660	603.179 18 INCH CULVERT PIPE OPTION III	45.000 LF				
0670	603.2891 96" RCP CLASS III	16.000 LF				
0680	604.092 CATCH BASIN TYPE B1-C	3.700 EA				
0690	605.11 12 INCH UNDERDRAIN TYPE C	190.000 LF				

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 7 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0700	605.12 15 INCH UNDERDRAIN TYPE C	340.000 LF	_____	 _____	_____	 _____
0710	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	1,730.000 LF	_____	 _____	_____	 _____
0720	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	25.000 LF	_____	 _____	_____	 _____
0730	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	97.000 LF	_____	 _____	_____	 _____
0740	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	4.000 EA	_____	 _____	_____	 _____
0750	606.1306 31" W-BM GR, MID-WAY SPLICE TANGENT TERMINAL	1.000 EA	_____	 _____	_____	 _____
0760	606.1721 BRIDGE TRANSITION - TYPE 1	8.000 EA	_____	 _____	_____	 _____
0770	606.259 ANCHORAGE ASSEMBLY	2.000 EA	_____	 _____	_____	 _____
0780	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	15.000 EA	_____	 _____	_____	 _____
0790	606.356 UNDERDRAIN DELINEATOR POST	1.000 EA	_____	 _____	_____	 _____
0800	606.78 LOW VOLUME GUARDRAIL END	1.000 EA	_____	 _____	_____	 _____
0810	607.183 CHAIN LINK SNOW FENCE 33 INCH	LUMP SUM	LUMP SUM		_____	 _____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 8 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0820	609.31 CURB TYPE 3	570.000 LF	_____	_____	_____	_____
0830	610.08 PLAIN RIPRAP	2,600.000 CY	_____	_____	_____	_____
0840	610.18 STONE DITCH PROTECTION	32.000 CY	_____	_____	_____	_____
0850	613.319 EROSION CONTROL BLANKET	1,170.000 SY	_____	_____	_____	_____
0860	615.07 LOAM	460.000 CY	_____	_____	_____	_____
0870	618.14 SEEDING METHOD NUMBER 2	74.000 UN	_____	_____	_____	_____
0880	619.12 MULCH	74.000 UN	_____	_____	_____	_____
0890	619.14 EROSION CONTROL MIX	900.000 CY	_____	_____	_____	_____
0900	620.58 EROSION CONTROL GEOTEXTILE	4,500.000 SY	_____	_____	_____	_____
0910	620.66 DRAINAGE GEOCOMPOSITE	93.000 SY	_____	_____	_____	_____
0920	626.421 24 INCH DIAMETER FOUNDATION	14.000 LF	_____	_____	_____	_____
0930	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	9,900.000 LF	_____	_____	_____	_____
0940	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	864.000 SF	_____	_____	_____	_____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 9 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0950	627.77 REMOVING PAVEMENT MARKINGS	1,850.000 SF	_____	_____	_____	_____
0960	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	13,300.000 LF	_____	_____	_____	_____
0970	629.05 HAND LABOR, STRAIGHT TIME	60.000 HR	_____	_____	_____	_____
0980	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	30.000 HR	_____	_____	_____	_____
0990	631.11 AIR TOOL (INCLUDING OPERATOR)	30.000 HR	_____	_____	_____	_____
1000	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR	_____	_____	_____	_____
1010	631.14 GRADER (INCLUDING OPERATOR)	30.000 HR	_____	_____	_____	_____
1020	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	40.000 HR	_____	_____	_____	_____
1030	631.22 FRONT END LOADER (INCLUDING OPERATOR)	30.000 HR	_____	_____	_____	_____
1040	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	30.000 HR	_____	_____	_____	_____
1050	634.160 HIGHWAY LIGHTING	LUMP SUM	LUMP SUM		_____	_____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 10 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1060	639.18 FIELD OFFICE TYPE A	1.000 EA				
1070	639.26 INSTRUMENTATION - GEOTECHNICAL	LUMP SUM		LUMP SUM		
1080	643.72 TEMPORARY TRAFFIC SIGNAL RT1 AND NEQUASSET RD	LUMP SUM		LUMP SUM		
1090	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	32.000 SF				
1100	652.312 TYPE III BARRICADE	8.000 EA				
1110	652.33 DRUM	65.000 EA				
1120	652.34 CONE	65.000 EA				
1130	652.35 CONSTRUCTION SIGNS	600.000 SF				
1140	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM		LUMP SUM		
1150	652.38 FLAGGER	1,050.000 HR				
1160	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		LUMP SUM		
1170	659.10 MOBILIZATION	LUMP SUM		LUMP SUM		

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 11 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 1 MAIN ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1180	803.01 TEST PITS	2.000 EA	_____	_____	_____	_____
1190	822.3152 TAPPING SLEEVE AND VALVE	1.000 EA	_____	_____	_____	_____
1200	822.322 6 INCH DUCTILE IRON PIPE	5.000 LF	_____	_____	_____	_____
1210	822.3701 16" DUCTILE IRON WATER MAIN	40.000 LF	_____	_____	_____	_____
1220	823.3113 16" INSERTION VALVE AND VALVE BOX	1.000 EA	_____	_____	_____	_____
1230	824.3010 HYDRANT ASSEMBLY	1.000 EA	_____	_____	_____	_____
1240	825.33 1 INCH CORP STOP	1.000 EA	_____	_____	_____	_____
1250	825.331 1" CURB STOP	1.000 EA	_____	_____	_____	_____
1260	825.43 1" COPPER SERVICE	6.000 LF	_____	_____	_____	_____
1270	825.64 20" HIGH DENSITY POLYETHYLENE WATER MAIN	250.000 LF	_____	_____	_____	_____
1280	827.33 TRENCH INSULATION	40.000 LF	_____	_____	_____	_____
Section: 1			Total:		_____	_____

8/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 12 of 12

Proposal ID: 023929.00

Project(s): 023929.00, 023929.01

SECTION: 2 PCMG WALL

Alt Set ID: AL Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1290	674.10 PREFABRICATED CONCRETE MODULAR GRAVITY WALL	1,700.000 SF	_____	 _____	_____	 _____
	Section: 2		Total:		_____	 _____

SECTION: 3 MSE WALL

Alt Set ID: AL Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1300	677.20 MECHANICALLY STABILIZED EARTH RETAINING WALL	1,700.000 SF	_____	 _____	_____	 _____
	Section: 3		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 **023929.00**, for **Station 46 Bridge Replacement** and **Pleasant Cove Bridge Replacement** in the town of **Woolwich**, 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 **June 26, 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

Section 1 \$ _____

Section 2 \$ _____

Section 3 \$ _____

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 Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 023929.00 Station 46 bridge replacement and Pleasant Cove 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 for (see checked boxes):

Section 1 ☐

Section 2 ☐

Section 3 ☐

Contract Amount: _____

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 **023929.00**, for **Station 46 Bridge Replacement** and **Pleasant Cove Bridge Replacement** in the town of **Woolwich**, 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 **June 26, 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

Section 1 \$ _____

Section 2 \$ _____

Section 3 \$ _____

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 Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 023929.00 Station 46 bridge replacement and Pleasant Cove 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 for (see checked boxes):

Section 1 ☐

Section 2 ☐

Section 3 ☐

Contract Amount: _____

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:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.01 **12345.00**, for the **Hot Mix Asphalt Overlay** in the town/city of **South Nowhere**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

PIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items," which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

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

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

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

Date

(Witness Sign Here)
Witness

CONTRACTOR

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

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

Signature.....
Print Name Legibly

Signature
Print Name Legibly

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Print Name Legibly

SURETY:

.....
Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....



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

0.1
Miles
1 inch = 0.14 miles

Date: 7/22/2021
Time: 5:58:58 AM
43

"General Decision Number: ME20210048 01/01/2021

Superseded General Decision Number: ME20200048

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

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, Shovel, 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.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

Washington, DC 20210

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

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

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

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

=====

END OF GENERAL DECISION

"

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

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

**2021 Fair Minimum Wage Rates
Heavy & Bridge Sagadahoc County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$ 19.51	\$ 2.14	\$ 21.65	Ironworker - Reinforcing	\$ 29.00	\$ 7.07	\$ 36.07
Backhoe Loader Operator	\$ 28.50	\$ 12.87	\$ 41.37	Ironworker - Structural	\$ 24.16	\$ 4.74	\$ 28.90
Boom Truck (Truck Crane) Operator	\$ 25.00	\$ 5.86	\$ 30.86	Laborer - Skilled	\$ 26.82	\$ 0.00	\$ 26.82
Bulldozer Operator	\$ 23.97	\$ 3.88	\$ 27.85	Laborers (Helpers & Tenders)	\$ 21.01	\$ 1.54	\$ 22.55
Carpenter	\$ 24.91	\$ 6.03	\$ 30.94	Line Erector - Power/Cable Splicer	\$ 32.20	\$ 5.65	\$ 37.85
Carpenter - Rough	\$ 25.00	\$ 5.67	\$ 30.67	Loader Operator - Front-End	\$ 27.50	\$ 4.28	\$ 31.78
Cement Mason/Finisher	\$ 24.50	\$ 0.00	\$ 24.50	Mechanic- Maintenance	\$ 25.00	\$ 5.65	\$ 30.65
Comm Trans Microwave & Cell	\$ 25.75	\$ 4.02	\$ 29.77	Mechanic- Refrigeration	\$ 26.50	\$ 6.58	\$ 33.08
Communication Equip Installer	\$ 18.90	\$ 3.84	\$ 22.74	Millwright	\$ 28.00	\$ 6.74	\$ 34.74
Crane Operator =>15 Tons)	\$ 32.00	\$ 6.75	\$ 38.75	Painter	\$ 35.00	\$ 0.00	\$ 35.00
Diver	\$ 32.00	\$ 4.80	\$ 36.80	Paver Operator	\$ 23.91	\$ 7.36	\$ 31.27
Dry-Wall Applicator	\$ 24.00	\$ 0.00	\$ 24.00	Pipe/Steam/Sprinkler Fitter	\$ 31.50	\$ 17.36	\$ 48.86
Dry-Wall Taper & Finisher	\$ 24.00	\$ 0.84	\$ 24.84	Pipelayer	\$ 22.88	\$ 5.27	\$ 28.15
Earth Auger Operator	\$ 27.33	\$ 5.85	\$ 33.18	Plumber (Licensed)	\$ 28.00	\$ 4.19	\$ 32.19
Electrician - Licensed	\$ 31.98	\$ 9.08	\$ 41.06	Plumber Helper/Trainee	\$ 19.25	\$ 2.10	\$ 21.35
Electrician Helper/Cable Puller	\$ 28.47	\$ 10.76	\$ 39.23	Reclaimer Operator	\$ 26.83	\$ 13.25	\$ 40.08
Elevator Constructor/Installer	\$ 61.42	\$ 41.17	\$ 102.59	Rigger	\$ 26.00	\$ 7.43	\$ 33.43
Excavator Operator	\$ 29.00	\$ 4.89	\$ 33.89	Roller Operator - Earth	\$ 20.00	\$ 1.92	\$ 21.92
Fence Setter	\$ 18.50	\$ 2.00	\$ 20.50	Roller Operator - Pavement	\$ 23.91	\$ 4.70	\$ 28.61
Flagger	\$ 15.50	\$ 0.00	\$ 15.50	Screed/Wheelman	\$ 21.00	\$ 3.61	\$ 24.61
Floor Layer	\$ 22.00	\$ 4.32	\$ 26.32	Sheet Metal Worker	\$ 22.50	\$ 5.42	\$ 27.92
Grader/Scrapper Operator	\$ 23.71	\$ 4.85	\$ 28.56	Truck Driver - Heavy	\$ 23.99	\$ 2.21	\$ 26.20
Hot Top Plant Operator	\$ 23.91	\$ 10.99	\$ 34.90	Truck Driver - Light	\$ 17.00	\$ 0.52	\$ 17.52
Industrial Truck (Forklift) Operator	\$ 26.83	\$ 1.95	\$ 28.78	Truck Driver - Medium	\$ 20.95	\$ 2.02	\$ 22.97
Insulation Installer	\$ 21.00	\$ 2.12	\$ 23.12	Truck Driver - Tractor Trailer	\$ 24.75	\$ 3.14	\$ 27.89

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

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

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

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

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

A true copy

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

Expiration Date: 12-31-2021

Revised 2-25-2021

MaineDOT DBE Project Attainment Target (PAT) for this Project is <u>.021 %</u>

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

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

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

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

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

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

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

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

GENERAL INFORMATION

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

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

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Bath Water District		X	
Central Maine Power Company	X	X	
Consolidated Communications	X		
Finger Lakes Railway dba: Midcoast Railservice, Inc.			X
Firstlight	X		
Maine DOT(Owner)			X

Utility Contact Information		
Utility/Railroad	Contact Person	Contact Phone
Bath Water District	Bruce Gardiner	(207)443-2391
Central Maine Power Company	Tim Laney	(207)629-9555
Consolidated Communications	Marty Pease	(207)535-4208
Finger Lakes Railway dba: Midcoast Railservice, Inc.	Mike Smith	(603)860-2067
Firstlight	Mike Ellingwood	(207)462-2759
Maine DOT	Greg Gay	(207)592-1766

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 layout all of the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be needed, the Utility will document adjustments and inform the Department prior to utility relocations.

The Contractor shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills in excess of 2 feet must be completed prior to utility relocations. The 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 on the basis of a single crew for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

AERIAL

Summary:

Utility	Pole Set	New Wires/Cables	Trans. Wires/Cables	Remove Poles	Estimated Working Days
Central Maine Power Company(Temp. set)	4	X		4	15
Central Maine Power Company(Perm. set)	3	X		6	15
Firstlight(Temp. set)			X		10
Firstlight(Perm. set)		X			10
Consolidated Communications(Temp. set)		X			17
Consolidated Communications(Perm. set)		X			17
Total:					84

Utility Specific Issues:

Central Maine Power Company

Central Maine Power Company has aerial facilities within the project limits. Spot fills are required at Station **80+39.00 - 130.00' Rt.** and **84+06.00 - 155.00' Rt.** After spot fills are complete, Central Maine Power intends to relocate their poles and conductors to a temporary location as shown in the Pole List included in this Special Provision. After all work is complete, Central Maine Power will relocate their poles and conductors to a final and permanent location and a pole will be added at the George Wright Rd. with a streetlight at the intersection, also shown in the Pole List included in this Special Provision. **Working Day estimates: Existing to Temporary – 15 Working Days, Temporary to Permanent – 15 Working Days, Total estimated Working Days -- 30**

Firstlight

Firstlight has aerial facilities within the limits of this project. Firstlight intends to relocate their facilities to the temporary pole location after Central Maine Power has completed their temporary relocation. Firstlight also intends, after all work is complete, to move their cables to a permanent location below the Central Maine Power conductors. **Working Day estimates: Existing to Temporary – 10 Working Days, Temporary to Permanent – 10 Working Days, Total estimated Working Days -- 20**

Consolidated Communications

Consolidated Communications has aerial cables within the project limits. Consolidated intends to move their cables to the temporary pole location during construction of the bridge. After all work is complete, including Central Maine Power and Firstlight, Consolidated Communications will move their cables to the permanent location below Firstlight. **Working Day estimates:**
Existing to Temporary – 17 Working Days, Temporary to Permanent – 17 Working Days,
Total estimated Working Days -- 34

Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		L	RT			LT	RT		
CMP 39/205/10	73+-26.5		X	46'+-					To Remain
					75+08.00	X		36.00'	New Pole w/guy
CMP 38	75+07.82		X	46.01'					To Remain
<236 CMP 37.5/205/12	77+36.33		X	39.05'					Remove Pole
					77+39.00		X	52.00'	Temporary pole
					77+39.00	X		45.00'	New Pole w/guy
					78+29.00		X	96.00'	Temporary Pole
					78+93.00	X		56.00'	New Pole w/guy
37/13	78+96.27		X	25.09'					Remove Pole
CMP 37.1/13S	79+02.90	X		54.77'					Remove Pole
					80+39.00		X	130.00'	Temp. Pole &Temp. fill needed
CMP 36/14	81+36.94		X	49.91'					Remove Pole
CMP 35/205/15	83+86.89		X	108.04'					Remove Pole
					84+06.00		X	155.00'	Temp. Pole &Temp. fill needed
CMP 34/16	86+-42.5		X	149'+-					To Remain
CMP 33/17	88+-66		X	160'+-					To Remain
CMP 32/18	90+-74		X	137'+-					To Remain
CMP 31/19	92+-74.5		X	116'+-					To Remain
CMP 30.1	94+42.59		X	54.60'					Rem. Pole & replace W/Pole & LIGHT later
30/205/20	501+-30	X		40'+-					To Remain
20.5	502+-93.5		X	18'+-					To Remain
CMP 29/205/21	504+-16.5		X	16.5+-					To Remain

SUBSURFACE

Utility Specific Issues:

Bath Water District

Bath Water District has a water line located within the project limits. As a result of this project Bath Water District will be entering into an agreement with Maine DOT to have Maine DOT's contractor install the BWD's water main. As a result of this project Maine DOT's contractor will be replacing **250'+-** of water main and **1** hydrant along Route 1 within the project. BWD has a portion of the watermain outside of the R. of W. and will be obtaining 2 easements. BWD requires **5** working days notice to have a person onsite while the contractor is digging near their facilities or to make any adjustments to them.

RAILROAD

Maine DOT has rail crossings within the limits of the project, these rails are being operated by **Finger Lakes Railway dba: Midcoast Railservice, Inc.** The contractor will be constructing a temporary detour bridge and a new Highway Bridge over the tracks. The contractor will be required to contact **Maine DOT** and **Finger Lakes Railway dba: Midcoast Railservice, Inc.** prior to working within **20'** of the track to schedule Rail Protection. The Contractor must keep equipment off the rail crossing at all times. They do not anticipate doing any work at this time except for flagging and/or inspection. The contact for Finger Lakes Railway dba: Midcoast Railservice, Inc. is Mike Smith, he can be reached at ((603)860-2067) and **Maine DOT** rail is Greg Gay at (207)592-1766 to coordinate Railroad flagging/ inspection. **Finger Lakes Railway dba: Midcoast Railservice, Inc. and Maine DOT** requires **10** working days advance notice prior to any operations involving work around their rail lines.

For further information and/or details on what is required within the area around or adjacent to the railroad, please see the **"Protection of Railroad and Traffic Structure Special Provisions"** at the end of this special provision.

All road work in this area must be coordinated in advance with the Railroad to assure that proper safety procedures are in place.

SPECIAL NOTE

Arrangements with the Railroad have been made. However, the final authorized flagging agreement and **Protection of Railroad Traffic and Structures** specification are not yet available. Operation of the **Rockland Branch** has recently been transferred to **Midcoast Railservices, Inc.** Consequently, processing of the documents has been delayed. The Department anticipates the above described documents will be available shortly after project advertise.

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.

Woolwich
U.S. Route 1
WINs: 023929.00 & 023929.01
August 20, 2021

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Reserved Limits)

It is hereby brought to the Contractor's attention that use of the following area(s) will not become available to the Contractor for utility installation until December 31, 2021 unless prior released by the Department:

- Item No. 2, approximate Station 78+80 LT to 80+20 LT
- Item No. 3, approximate Station 80+20 LT to 80+50 LT

It is hereby brought to the Contractor's attention that use of the following area will not become available to the Contractor for anything other than access to the Utility poles/lines during the project:

- Item No. 1, approximate Station 76+00 RT to 77+50 RT.

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

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

104.4.10 Coordination of Bridge Closure/Bridge Width Restriction Notification:

Paragraph 2 is removed and replaced with the following:

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

SPECIAL PROVISION
SECTION 104
(WAGE RATES)

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

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Woolwich** 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 Woolwich, Sagadahoc County on US Route 1 over the Maine Central Railroad and Back River Creek Marsh. George Wright road and US Route 1 junction.
- (b) (Main Street) over Maine Central Railroad and Back River Creek Marsh station 74+00.00 to station 102+92.98 of the construction plus approaches.
- (c) (George Wright Road) station 500+00.00 to station 501+50.00 of the construction plus approaches.

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

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

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

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

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

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

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

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

The Municipal Officers for the **Town of Woolwich** 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
(Supplemental Liquidated Damages for Fabrication Time)

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

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

<u>Element</u>	<u>Time</u> (Calendar Days)	<u>Supplemental Liquidated Damages</u> (\$ per Calendar Day)
Prestressed Structural Concrete I-Girders	45	\$1250

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:

Prestressed Structural Concrete I-Girders: Materials verification, tensioning of strands, batching and casting of concrete, breaking of test cylinders, de-tensioning of strands, repairs and finishing fascia surfaces and any other times as required in the 535 Special Provision.

FRP Composite Pipe Pile: Materials verification, layup of the fiber layers, infusion of the polymer resin, fabrication of test panels and any other times as required in the 501 Special Provision.

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:

<u>Element</u>	<u>Time</u>	<u>Supplemental LD</u>
Structural Plate Girders	147 Calendar Days	\$1,000 per Calendar Day
Thermal Spray Coating	49 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
(Contract Time)
(Supplemental Liquidated Damages)

The new Station 46 and Pleasant Cove Bridges shall be open to traffic on or before October 18, 2025. The bridges will be considered open to traffic when one lane of traffic is open in each direction on both bridges and the following items are complete, in place, inspected and accepted:

- a. High performance membrane,
- b. Base pavement on the bridge and in the approaches,
- c. Bridge rail and bridge rail transitions,
- d. Approach guardrail and end terminals,
- e. Either surface pavement or temporary pavement ramps at the bridge ends and temporary pavement on the bridge shoulders to protect FRP drains,
- f. Temporary pavement markings, if applicable.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of one thousand dollars (\$1,000.00) per Day for each Day, or any portion of a Day, that each bridge that is not open to traffic after the specified date. These Supplemental Liquidated Damages shall be applied separately to each bridge.

This assessment of Supplemental Liquidated Damages will be in addition to any Liquidated Damages specified in Section 107 of the Standard Specifications.

The Contract Completion Date for this contract is June 26, 2026.

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 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 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 dates on which steel was shipped from the mill to the fabricator, and quantity of steel, in pounds, shipped on those dates.
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:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in USD
Q = quantity of steel incorporated into the work, in pounds
D = price factor, in USD per pound

$$D = MP_B - MP_A$$

Where: **MP_B** = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record, for the month the steel is shipped from the mill. The price will be converted from USD per ton to USD per pound.

MP_A = The Platts Steel Spot Market Prices for Plate, as published by the Engineering News- Record 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 total weight of the steel that will be used to calculate the steel cost adjustment for the respective Pay Items is shown in the following table:

Standard Specification Section	Total Weight of Steel (lbs.)
504, Structural Steel	1,490,000
507, Railings	125,500

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 steel 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 but will only be made when there is a difference between the **MP_A** and **MP_B** in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(\text{MP}_B - \text{MP}_A) / \text{MP}_A\} \times 100$$

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 PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Removing Existing Railings Retained by Department)

The following item on the existing bridge shall be removed by the Contractor and remain property of the Department:

1. 2 bar metal bridge rail including posts, clips, and bolts.

The bridge rail and bridge rail posts shall be removed by the Contractor and transported from the project site to the following location:

Maine Department of Transportation
Washington Lot 386 Rockland Road in Washington, Maine 04574

The Contractor shall contact the Resident a minimum of 72 hours in advance of delivery of the bridge rail and posts. MaineDOT shall be responsible for unloading any materials.

The aluminum rail and posts shall be adequately secured to wooden pallets before being returned to the Department. Base plates, rail caps, splice bars, clamp bars and miscellaneous hardware shall be placed in wooden boxes on wooden pallets. The wooden boxes shall have wooden covers attached with two hinges and a clasp. The clasp shall be secured in the closed position by a method approved by the Resident. The size of the pallets and boxes shall be approved by the Resident. The weight limit on the pallets shall be such that no damage will occur to the pallets or the materials stored on the pallets.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Remove and Reset Gazebo)

202.01 Description

This work consists of removing, storing and resetting a Gazebo at the Taste of Maine Restaurant, in accordance with the plans, these Specifications, and as directed by the Resident. This work also includes removing, storing, and resetting existing boulders at the locations designated on the Plans and re-establishing existing landscaping upon completion of the work. The work shall replicate existing conditions, with all components reset in their original location and orientations, upon completion of the bridge construction and removal of the special detour.

The work shall also include collecting a detailed photo inventory of the existing gazebo, foundations, and landscaping prior to the start of work. The photos shall be provided to the Resident for the project record and shall establish the conditions that will be re-established at the completion of the project.

The “Gazebo” consists of the following: wood structure with roof and weathervane, granite step, concrete block foundation, landscaping and mulch as shown in the photo below.



202.02 Materials

All new materials proposed to be incorporated into the final installation shall be substantially similar in quality and appearance to the existing components and shall be approved by the Resident.

202.03 Construction Requirements

The Contractor shall carefully remove, transport, and store the Gazebo, foundation, granite steps and other components on site on the Taste of Maine Restaurant property at a location approved by the Resident. The Gazebo shall be stored in a manner that allows it to remain accessible to patrons of the Restaurant if desired by the property owners. Any damage to the existing structure, foundation, or landscape components resulting from the Contractor's operations, or resulting from the Contractor's failure to store and protect the components in a manner that would prevent loss or damage, shall be repaired or replaced with items of equal quality, at no additional cost to the Department, to the satisfaction of the Resident.

202.04 Method of Measurement

Remove and Reset Gazebo shall be measured as one Lump Sum.

202.05 Basis of Payment

The accepted quantity of Remove and Reset Gazebo will be paid for at the contract lump sum price, complete and accepted in place. The lump price shall be full compensation for all equipment, labor, and materials necessary to complete the work. There will be no separate payment for removing, storing and resetting boulders or landscaping.

Payment will be made under:

Pay Item

Pay Unit

202.2006 Remove and Reset Gazebo

Lump Sum

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 $\frac{1}{4}$ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

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

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

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

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

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

The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of 0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

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

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

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

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

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

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

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

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

Basis of Payment

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

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

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

Pay Item

Pay Unit

202.202 Removing Pavement Surface

S.Y.

202.20201 Removing Pavement Surface (Hourly)

Hour

SPECIAL PROVISION
SECTION 209
WICK DRAINS
(Vertical Drainage Wicks)

209.01 Description.

This work shall consist of furnishing all necessary plans, labor, equipment, and materials, and performing all operations required to install prefabricated vertical drains (PVDs) in accordance with the details shown on the Plans and with the requirements outlined herein. The PVDs shall consist of a nominally 4-inch wide, band-shaped plastic core enclosed in a suitable jacket material and shall be spaced and arranged as shown on the Plans, or as otherwise directed by the Resident or their Geotechnical Representative. The work shall include installing PVDs through a Drainage Layer/Sand Blanket, to a minimum depth of 2 feet below the bottom of the marine clay stratum or to mandrel refusal below the bottom of the marine clay, whichever is shallower. The Drainage Layer/Sand Blanket shall consist of compacted MaineDOT 703.06 Aggregate Subbase Course Gravel, Type D as indicated on the drawings. Pre-augering, spudding or other methods shall be performed as necessary to penetrate the Drainage Layer/Sand Blanket material, frozen ground, in-situ fill soils and debris, dense naturally-deposited soils or other materials present above or within the marine clay deposit.

PVDs shall be installed to the limits and spacing shown on the Plans. PVDs will be omitted at locations where vibrating wire piezometers are proposed to be installed in accordance with Special Provision 639. Site clearing within the footprint of the PVD treated embankment areas shall be completed prior to PVD installation. The Drainage Layer/Sand Blanket shall be placed and compacted to facilitate easy installation of the PVDs. After PVD installation, geotechnical instrumentation shall be installed and initialized in accordance with the requirements of Special Provision 639 prior to the placement and compaction of embankment fill.

The Contractor shall be responsible for preparing the site to allow safe access and operation of PVD equipment and for preparation and protection of the subgrade soils and PVD installation.

The PVDs are intended to accelerate consolidation settlement of the wetland deposit and marine clay underlying the site and facilitate dissipation of excess pore water pressure caused by the placement of the embankment fill. Embankment fill shall not be placed until PVD installation is complete and geotechnical instrumentation has been installed and initialized per the requirements of Special Provision 639.

MATERIALS

209.02a PVD - General

PVDs shall have a minimum 4-inch width and shall be of newly manufactured materials and consist of a polyethylene or polypropylene drainage core enclosed in or integrated with a geotextile jacket. The PVDs shall be band shaped with a width to thickness ratio between 10 and 50. The geotextile jacket shall be made of non-woven fabric of continuous filaments of 100 percent polypropylene or polyethylene. The jacket shall also allow free passage of pore water into the core of the PVD without loss of soil material or piping (i.e., jacket shall have a range of openings to perform similar to a graded filter). The core shall provide continuous vertical channels or studs on both sides of a central continuous backing strip. The PVDs shall be capable of resisting all bending, punching, compression, and tensile forces imposed during installation and during the design life of the PVD without damage and so that the discharge capacity is not adversely affected. The PVD shall retain its permeability and be able to continue to transmit drainage along its entire length even when subjected to as much as 40 inches of vertical compression that is anticipated to occur in some areas of the site. The quality of the jacket and core materials shall be resistant for a period of 36 months to wet rot, mildew, bacterial action, insects, salts in solution in groundwater, acids, alkalis, and solvents and any other significant deleterious ingredients in the site groundwater. The jacket and core materials shall be environmentally safe.

PVD anchors shall be free of rust and sharp or jagged edges. The anchorage arrangement shall fit at the bottom of the mandrel or sleeve, permit the installation of the PVD to the required depth, and anchor the PVD tip at that depth during mandrel withdrawal. The dimension of the anchor shall conform as closely as possible to the lateral dimension of the mandrel so as to minimize soil disturbance during PVD installation. The anchor system shall consist of either a bar or plate of the shortest practicable length or area that is necessary to secure the PVDs at the required bottom depth. Trial PVD installations per the requirements outlined herein shall be completed to demonstrate the effectiveness of the anchorage system.

A single type of assembled PVD shall be used on the project unless otherwise agreed to by the Resident or their Geotechnical Representative. The actual type of PVD installed will be determined by the Contractor subject to the requirements specified herein and the review/comment of the Contractor's submittals by the Resident or their Geotechnical Representative.

209.02b PVD - Jacket

The jacket shall be commercially available, non-woven polypropylene filter fabric.

The jacket material shall not be subject to localized damage (e.g., punching through the filter by sand/gravel particles). The jacket material shall be sufficiently rigid to withstand lateral earth pressures to the maximum project installation depth so that the vertical flow capacity

through the core channels will not be adversely affected.

The jacket material shall be sufficiently flexible to bend smoothly during induced consolidation settlement without structural breakage. The function of the PVDs shall not be affected due to the lateral movements which will likely accompany large settlements. The jacket material shall not undergo cracking and peeling during installation of the PVDs.

The geotextile jacket material shall conform to the following minimum specifications:

<u>Test Item</u>	<u>Test Designation</u>	<u>Required Average</u>
		<u>Roll Value</u> <u>(Minimum)</u>
Grab Tensile Strength	ASTM 4632	135 lbs.
Trapezoidal Tear	ASTM 4533	50 lbs.
Puncture Strength	ASTM 4833	38 lbs.
Elongation at Break	ASTM 4632	> 50%
Mullen Burst Strength	ASTM 3786	175 psi
Permittivity	ASTM 4491	0.45 sec-1
AOS	ASTM 4751	≤ US #70 Sieve

- * The jacket material shall be tested in saturated and dry conditions. These requirements apply to the lower of the two tested conditions.

The jacket shall also have a minimum permeability of 1×10^{-5} cm/sec when tested according to ASTM D4491.

209.02c PVD - Core

The core shall be a continuous polyethylene or polypropylene plastic material fabricated to promote drainage along the long axis of the PVD. The core shall be in physical contact with the jacket but shall not be continuously bonded to the jacket.

The core material shall conform to the following specifications:

<u>Item</u>	<u>Test Designation</u>	<u>Requirement*</u>
		<u>(Minimum)</u>
Tensile Strength	(Uniaxial	235 lbs.
Elongation at Break	extension)	10%

- * The core material shall be tested in saturated and

dry conditions. These requirements apply to the lower of the two tested conditions.

The mechanical properties (strength and modulus) of the assembled PVDs shall equal or exceed those specified for the component geotextile jacket and core.

Splicing of the jacket and core shall not directly coincide. Necessary splices should be adequately offset to provide structural and hydraulic continuity.

The assembled drain shall have a minimum discharge capacity of 1.3 gal./min. as determined by ASTM D4716.

The assembled drain shall have a minimum equivalent diameter of 2.65 in. using the following definition of equivalent diameter:

$$d_w = \frac{2(a + b)}{\pi}$$

d_w = equivalent diameter of a circular drain

a = drain thickness

b = drain width

PVD materials shall be labeled or tagged in such a manner that the information for sample identification and other quality control purposes can be read from the label. As a minimum, each roll shall be identified by the manufacturer including lot or control numbers, individual roll number, date of manufacture, and manufacturer product identification of the component parts (jacket and core).

During shipment and storage, the PVD rolls shall be wrapped in heavy paper, burlap, plastic, or similar heavy-duty protective covering. The PVD rolls shall be protected from sunlight, mud, dirt, dust, debris, and other detrimental substances during shipping, unloading and at on-site storage locations.

All material that is damaged during shipping, unloading, storage, or handling and/or does not meet the minimum requirements as stated herein will be rejected by the Resident and shall be immediately removed from the site by the Contractor. No payment shall be made for rejected material.

Material shall be stored on site under protective cover to minimize possible damage due to construction activities, sunlight, general weather conditions, and other site conditions.

209.02d PVD - Drainage Layer/Sand Blanket

Drainage Layer/Sand Blanket material, the requirements of which are outlined in Special Provision 211 – Drainage Layer/Sand Blanket, shall be used to construct the Drainage Layer.

The Drainage Layer material shall be placed and compacted to the minimum limits shown on the Plans prior to PVD installation.

209.03 Contractor Requirements

The PVD manufacturer shall be a specialist in the manufacturing of PVDs and shall provide records of having successfully manufactured 900,000 linear feet of PVDs on a minimum of five (5) projects within the past five (5) years. Samples of PVD materials shall be submitted to the Resident for review a minimum of four (4) weeks prior to the first anticipated delivery of the material to the project site. The Contractor shall not deliver PVD materials to the site before the Resident has completed their review of all PVD related Contractor submittals and all submittal comments have been resolved to the satisfaction of the Resident.

The PVD Contractor shall have a minimum of five (5) years of experience with the installation of PVDs and shall have successfully completed at least five (5) PVD installations within the last five (5) years of similar size (at least 200,000 linear feet) and equal to or greater technical complexity in similar subsurface conditions.

The PVD Contractor shall provide at least one (1) superintendent and one (1) operator for the PVD equipment with a minimum of five (5) years of experience with the equipment and with PVD installation. The PVD Contractor shall provide detailed information on the training and experience of any operators with less than five (5) years of experience for review by the Resident or their Geotechnical Representative. In no case shall any superintendent have less than two (2) years of experience with the installation of PVDs.

209.04 Submittals

The PVD Contractor shall submit information providing the technical specification of the PVD product. The submittal shall include a description of the equipment and installation schedule and particular descriptions of mandrel dimensions and PVD anchorage methods. The PVD Contractor shall make all submittals not less than 30 calendar days prior to the start of PVD installation. Review of submittals by the Resident or their Geotechnical Representative will not relieve the Contractor and the PVD Contractor of their responsibility to provide materials and equipment necessary to install PVDs in accordance with the Plans and Specifications/Special Provisions. If, at any time, the Resident or their Geotechnical Representative considers that the method of installation does not produce a satisfactory PVD, the PVD Contractor shall alter its method and/or equipment as necessary to provide PVDs that comply with the requirements of the Plans and Specifications/Special Provisions. The PVD Contractor shall update and resubmit any and all portions of the submittal as changes occur during the course of the work.

The PVD Contractor shall submit proof of five (5) or more projects of similar size (at least 200,000 linear feet) and complexity on which they have successfully installed vertical PVDs within the last five (5) years. The following information shall be presented for each project listed as a reference:

1. Project name, location, and start/completion date.
2. Surface and subsurface conditions.
3. The PVD installation equipment and techniques used to install.
4. The minimum, maximum and average rates of PVD installation.
5. Average length of PVD installed and total linear footage of PVD installed.
6. client name and address, and the name and telephone number of the representative of the consultant and owner for whom the work was performed and who can attest to successful completion of the work.

The PVD Contractor shall submit written notice of intended installation schedule, by week, at least 30 days prior to the installation of any PVDs.

The PVD Contractor shall submit details of the sequence and method of installation. The submittal shall, at a minimum, provide the following specific information concerning the scheduled work:

1. Plan and narrative describing preparation of the site for PVD installation.
2. Size, type, weight, maximum pushing force, actual pushing force for anticipated installation equipment including rated energy of vibrating hammer (if used), track bearing pressure, and configuration of the installation rig.
3. Shop drawings showing PVD layout and identification numbers for each PVD that will be installed in each area where PVDs are required.
4. Dimensions, weight, material composition and length of the mandrel.
5. Details of PVD anchorages that are anticipated.
6. Means of determining the depth of the advancing PVD at any given time and the length of the PVD installed at each location.
7. Detailed description of proposed installation procedures, including whether water is anticipated to be needed to install PVDs.
8. Estimated minimum, maximum, and average rates of PVD installation.
9. Detailed description of proposed methods for penetrating/removal of the Drainage Layer/Sand Blanket and embankment fill material, frozen ground, in-situ fill soils and debris, dense naturally-deposited soils, or other materials above or within the marine clay (e.g., drilling, augering, coring, spudding, near-surface excavation).
10. Proposed plan and narrative for preparation and protection of the embankment subgrades and for constructing a stable working-surface for installation of PVDs and geotechnical instrumentation.
11. Detail sketch and description of proposed PVD splicing.
12. Manufacturer's literature on PVD material and installation.
13. Means of maintaining verticality/plumbness of mandrel during PVD installation.

The PVD Contractor shall submit PVD manufacturers certification that materials delivered to the site meet the minimum requirements specified herein, prior to delivery of PVDs.

The submittal shall include the PVD supplier's certification that delivered material has been properly stored away from sunlight, moisture and dirt. In addition, pertinent tests shall be performed by the manufacturer's selected independent testing laboratory (having certification by an accreditation agency such as American Associate for Laboratory Accreditation relative to the required test methods) on samples representative of PVD material to be used for this project. In addition, one 12-inch length of PVD material shall be collected by the PVD Contractor and submitted to the Resident or their Geotechnical Representative for every 50,000 linear feet of installed material. The PVD Contractor shall record the date installed and the PVD roll number and cumulative linear footage from the start of work on the tag for each 12-inch PVD sample.

A minimum of two (2) weeks prior to the start of PVD installation, the PVD Contractor shall submit a sample of the PVD, PVD anchor and one sample of a proposed splice. Each sample shall be at least five (5) feet long. Samples of spliced PVD shall be long enough to include the splice plus two (2) feet of un-spliced PVD on both sides of the splice.

The PVD Contractor shall submit proposed installation record forms to be used to track production PVD installation. Information on the forms shall include the following information, at a minimum:

1. Date and time of installation.
2. Rig number.
3. PVD identification number.
4. Horizontal coordinates.
5. Top elevation.
6. Installed length.
7. Length of pre-augering or spudding
8. Description of methods used to remove/penetrate materials that hindered PVD installation, including depths materials were encountered.
9. Description of any other interruptions.
10. Daily quantify summary.
11. Total quantity summary
12. Any other contract summary items.

Interim reports shall be submitted to the Resident or their Geotechnical Representative weekly. A complete copy shall be submitted to the Resident or their Geotechnical Representative within two (2) weeks after completion of PVD installation.

209.05 Project Conditions

Prior to bidding, the PVD Contractor shall visit and examine the work site and all conditions thereon and take into consideration all such conditions that may affect this work.

The PVD Contractor shall protect existing structures, underground utilities, overhead utilities, instrumentation, trees, buildings, utility poles, paved areas, and other construction from

any possible or potential damage caused by the work outlined in this Section.

CONSTRUCTION REQUIREMENTS

209.06 PVD Installation

The PVD Contractor shall provide equipment required for installation of nominal 4-inch wide PVDs. Equipment and means/methods shall cause a minimum of disturbance to soil subgrades prior to and during PVD installation operation and shall maintain the mandrel in a plumb position. The mandrel or sleeve shall be straight and shall be sufficiently stiff to prevent wobble or deflection during PVD installation.

PVDs shall be installed using a mandrel or sleeve that shall be inserted (pushed) into the soil. The mandrel or sleeve shall protect the PVD material from tears, cuts, and abrasions during installation, and shall be retracted after each PVD is installed. To limit disturbance of the wetland deposit and marine clay, the dimensions and cross-sectional area of the mandrel shall be the minimum required to provide stable penetration of the soil deposits. Where needed, use auger/core/drill/spud/etc. of a diameter not greater than 8 inches to pre-drill or spud through the Drainage Layer/Sand Blanket material, frozen ground, in-situ fill soils and debris, dense naturally-deposited soils or other materials encountered above or within the marine clay.

The mandrel or sleeve shall be provided with an anchor rod, plate, or similar arrangement at the bottom to permit the installation of the PVD and to anchor the PVD tip at the required depth before withdrawal of the mandrel. The dimensions of the anchor shall conform as closely as possible to the dimensions of the mandrel to minimize disturbance of the wetland deposit and marine clay. The Resident or their Geotechnical Representative shall determine the acceptability of the anchorage system and installation procedure. The selection of anchoring system is the sole responsibility of the PVD Contractor, but its choice shall be made such as to disturb the least amount of surface area of soil necessary while securing the PVD in the ground. Changes to the anchoring system, if recommended by the Resident or their Geotechnical Representative, shall be made by the PVD Contractor at no additional cost to the Department.

Prior to the start of PVD installation, the PVD Contractor shall demonstrate that their proposed equipment, means/methods, and materials produce a satisfactory PVD installation in accordance with the requirements stated herein and shown on the Plans. The PVD Contractor shall complete the minimum number of trial PVD installations in the embankment construction area as shown below. The trial installations shall be at specific production locations designated by the Resident or their Geotechnical Representative.

1. (Sta. 93+00 to Sta. 94+00) – 5 trial PVD installation

During the trial installations, the PVD Contractor shall demonstrate the intended splicing procedure at least twice by purposely cutting the band PVD and changing out a roll and reattaching the PVD consistent with splicing requirements specified herein. The Resident or

their Geotechnical Representative may choose trial areas to determine the need for pre-augering prior to production installation. Additional trial PVDs may be required by the Resident or their Geotechnical Representative at no additional cost to the Department if significant changes in subsurface conditions or PVD installation are noted. The PVD Contractor shall install all trial PVDs in the presence of the Resident or their Geotechnical Representative who will observe the installations and determine the PVD Contractor's ability to install the PVDs to the required depths, while maintaining verticality tolerances and with proper splicing procedures. Upon completion of the trial PVD installations, the PVD Contractor and Resident or their Geotechnical Representative shall agree upon the proposed equipment, methods, and materials before installing production PVDs.

Review by the Resident or their Geotechnical Representative of the method or equipment used to install trial PVDs shall not constitute acceptance of the method for the remainder of the project. If, at any time during production PVD installations, the Resident or their Geotechnical Representative believes that the method of installation does not produce satisfactory PVDs, the PVD Contractor shall alter their method and/or modify or change equipment as necessary to comply with requirements as stated herein, at no additional cost to the Department.

The PVD Contractor shall clear the site within the footprint of the embankments as shown in the Plans. The PVD Contractor shall provide a Drainage Layer/Sand Blanket in the PVD installation area with minimum thickness as shown on the Plans and as specified herein.

Each PVD shall be laid out using surveying methods, numbered, and flagged by the PVD Contractor, relative to the project baseline and benchmark established by the Contractor. Vibrating wire piezometer locations will be established the Resident or their Geotechnical Representative based on the marked PVD locations, and will be marked in the field prior to PVD installation using 4-foot survey stakes to ensure that PVDs are not installed at those locations. The Contractor and PVD Contractor shall take all reasonable precautions to preserve the flags and is responsible for any necessary additional layout and re-flagging needed to re-establish PVD locations prior to installation at no additional cost to the Department. The as-installed location of the PVDs shall not vary by more than 3 inches from the plan locations designated on the PVD Contractor's shop drawing submittal. The spacing of installed PVDs (in plan) shall be no greater than the dimensions shown on the Plans, as measured at ground surface. If needed, additional PVDs shall be installed in areas where the actual spacing is greater than the spacing shown on the Plans, to the satisfaction of the Resident or their Geotechnical Representative, at no additional cost to the Department.

PVDs shall be installed from a working surface prepared by the Contractor to the depth required to vertically penetrate the wetland deposit and marine clay by at least two (2) feet into the underlying granular soil deposit or mandrel refusal, or to such depth as directed by the Resident or their Geotechnical Representative. The Resident or their Geotechnical Representative may vary the depths, spacing, or the number of PVDs to be installed, and may revise the plan limits for this work as necessary.

At each PVD location, a minimum 6-inch length of PVD shall be left protruding above the ground surface (top of Drainage Layer/Sand Blanket) and cut off neatly at its upper end.

During PVD installation, the PVD Contractor shall provide the Resident or their Geotechnical Representative with suitable means of determining the accurate depth of the PVD installed at each location. Footage shall be accurately and clearly marked and numbered on the mandrel in an easily visible location that can be read by the Resident or their Geotechnical Representative during PVD installation from a safe distance.

PVDs shall be installed using static methods. PVDs that cannot be installed to the design penetration depths using only static methods shall be advanced using vibratory methods within the following restrictions.

1. A vibratory hammer shall not be used except in cases where design penetration cannot be achieved by using the full static force available to the mandrel, but only with the acceptance of the Resident or their Geotechnical Representative.
2. Debris/material encountered above the marine clay deposit shall not be cause for use of a vibratory hammer for the installation of PVDs.

PVDs that are damaged or improperly installed will be rejected by the Resident or their Geotechnical Representative and shall be abandoned in place. The PVD Contractor shall install additional PVDs to replace damaged PVDs or those out of specification tolerances as directed by the Resident or their Geotechnical Representative at no additional cost to the Department.

Where PVDs are to be installed through frozen ground or through hard and dense materials above or within the wetland deposit and marine clay soils, the PVD Contractor shall pre-auger, core, drill, or spud through these materials prior to installation of the PVD, as required by the site conditions, but only to the minimum depth needed to penetrate these materials. All predrilled locations shall be backfilled with either cuttings from the pre-augered hole or sand to the satisfaction of the Resident or their Geotechnical Representative.

Equipment for installing PVDs shall be plumbed in both directions prior to installing each PVD and shall not deviate from the vertical by more than 3 inches in 10 feet during installation of any PVD at any time. PVDs adjacent to Vibrating wire piezometer locations shall not deviate from the vertical by more than 1 inch in 10 feet during installation at any time. The PVD Contractor shall provide means for measuring/monitoring plumbness of the mandrel at all times during PVD installation.

Installation techniques requiring driving or jetting of PVDs will not be permitted. The use of water may be needed if the PVD Contractor is unable to advance PVDs to minimum depths as outlined herein and/or if needed to facilitate anchoring of the PVDs below the bottom of the marine clay. Water, if needed, shall be introduced into the hole created by the mandrel during PVD installation to counteract hydrostatic uplift forces acting on the PVD anchor at

depth. Use of water, if needed to install anchors to the depths required herein, shall be conducted by the PVD Contractor at no additional cost to the Department.

PVD installation shall be performed without any damage to the PVD during advancement or retraction of the mandrel. In no case will alternate raising and lowering of the mandrel during PVD advancement be permitted. Raising of the mandrel will only be permitted after completion of a PVD installation, or upon abandonment from an attempted location.

Where materials are found above or within the wetland deposit or marine clay that cannot be penetrated using normal and accepted procedures (e.g., drilling, augering, coring, spudding), the PVD Contractor shall install the PVD from the depth of the encountered materials to the working surface and immediately notify the Resident or their Geotechnical Representative.

The PVD Contractor shall implement precautions necessary for protection of any existing utilities, structures, or other existing infrastructure.

The PVD Contractor shall install all production PVDs in the presence of the Resident or their Geotechnical Representative. PVDs that are installed to the required penetration into the granular soil deposit below the wetland deposit and marine clay, and which are not in violation of any restriction listed in this Special Provision, will be considered acceptable by the Resident or their Geotechnical Representative.

The PVD Contractor shall coordinate the location of the PVDs with the location of vibrating wire piezometers shown on the Plans.

The PVD Contractor shall be responsible for penetrating the soils present at the site as necessary to satisfactorily install the PVDs. Satisfactory installation may require removal or penetration of debris/materials that hinder PVD installation. As and if needed, the PVD Contractor may use augering, spudding, coring, or other drilling methods to remove/penetrate debris/materials that hinder PVD installation. The Contractor may use excavation methods to remove near-surface debris/materials encountered. Excavation into the naturally-deposited wetland deposit or marine clay soils will not be allowed. Each hole made by pre-augering, coring, other drilling method, spudding shall be backfilled with either the auger/drill cuttings or with sand to the satisfaction of the Resident or their Geotechnical Representative.

Splicing of PVD material shall be done in a workmanlike manner by stapling to provide structural and hydraulic continuity and a continuous smooth connection of the jacket of the PVD. Other means of splicing may be proposed by the PVD Contractor but may not be used without the review of the Resident or their Geotechnical Representative. The jacket and core shall be overlapped a minimum of 6-inches at any splice. A maximum of one splice per installed PVD will be permitted.

209.07 Method of Measurement

PVDs will be measured by the Linear Foot installed. The length of PVDs to be paid for shall be the distance the installation mandrel tip penetrates below the working grade (i.e., top of drainage layer) plus 1 ft. All measurements shall be rounded up or down to the nearest whole foot (i.e., increment less than or equal 0.5 rounded down, increment greater than 0.5 rounded up).

PVDs placed in excess of the length as specified herein will not be paid for unless the additional length was authorized by the Resident or their Geotechnical Representative prior to or during the PVD installation.

209.08 Basis of Payment

Payment for PVDs shall be made at the contract unit price per Linear Foot. The unit price shall include full compensation for the cost of furnishing the full length of PVD material, installing the PVDs, including trial PVDs, altering of the equipment and methods of installation in order to produce the required end result in accordance with the Plans and specifications/special provisions, and shall also include the cost of furnishing all tools, materials, labor, equipment and all other costs necessary to complete the required work specified herein.

No direct payment shall be made for unacceptable PVDs, or for any delays or expenses incurred through changes necessitated by improper or unacceptable material or equipment.

No direct payment will be made for mobilization, demobilization, debris/material clearance, or constructing any work platform(s). The cost of such shall be included in the unit price bid for PVDs.

Payment will be made as follows:

Pay Item

209.29 Vertical Drainage Wicks

Pay Unit

Linear Foot

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		
3 to <10	≤89.0									
> 10	≤89.0									

*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 weights 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 $\pm \frac{1}{4}$ 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 $\frac{1}{4}$ 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.

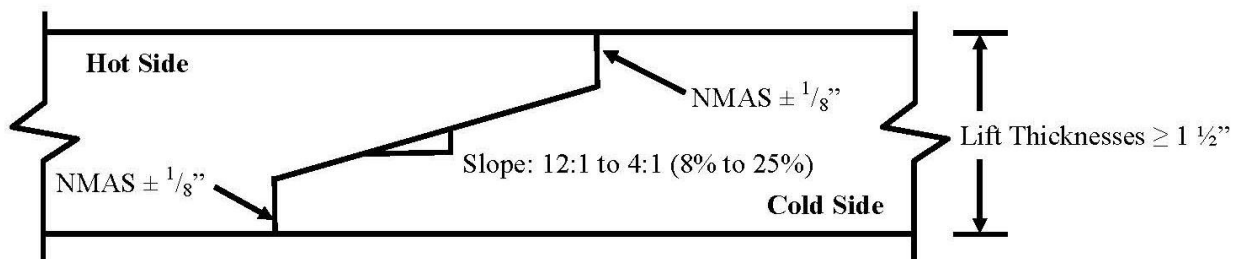


FIGURE 1: Notched Wedge Joint

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, Typical, 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 subplot 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 subplot 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 subplot remaining at the end, then it shall be combined with the previous subplot. If there is more than one-half subplot remaining at the end, then it shall constitute the last subplot

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 NMA 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		N/A
Voids at N_{design}		
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	$PA = (\text{Voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d - 1.0)(Q)(P) \times 0.20 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.10$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$
Method C	$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB Content PF} - 1.0)(Q)(P) \times 0.25$	$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$

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 subplot 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 $\leq$ 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 subplot 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 subplot density is less than 88.5 percent or greater than 99.0 percent of the subplot 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 subplot TMD, the subplot shall be removed and replaced at no cost to the Department; otherwise, the average of the three cores will be used to determine the subplot 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 NMA mixtures	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 subplot 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:

<u>Pay Item</u>	<u>Pay Unit</u>
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:

<u>Pay Item</u>	<u>Pay Unit</u>
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
<u>3" – Bridge Decks</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,5,8,21,30
Base	12.5 mm	403.2131	1½"	1	2,5,8,21,30
<u>9" – U.S. Route 1 Travel Way & Shoulders</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	6"	3	2,5,8
<u>6" – U.S. Route 1 Widening & Guardrail Flareouts</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	3"	2	2,5,8
<u>6" – U.S. Route 1 Travel Way, Shoulders, Widening & Guardrail Flareouts</u>					
<u>Mill & Overlay</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	1½"	1	2,5,8,21
Base	12.5 mm	403.2131	3"	2	2,5,8
<u>4" – George Wright Rd. – Travel Way, Shoulders Widening & Guardrail Flareouts</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8
Base	12.5 mm	403.2131	2½"	1	2,4,8
<u>1½" – George Wright Rd. – Travel Way & Shoulders – Mill & Overlay</u>					
Wearing	12.5 mm	403.2081	1½"	1	2,4,8
<u>4" – Temporary Pavement</u>					
Temp.	12.5 mm	461.131	4"	2	24
<u>2" – Drives & Incidentals</u>					
Wearing	9.5 mm	403.209	2"	2/more	4,10,20,30
<u>3" – Commercial Entrances</u>					
Wearing	9.5 mm	403.209	3"	2/more	4,10,20,30

COMPLEMENTARY NOTES

- 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.

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**.
5. The design traffic level for mix placed shall be >10 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **65 gyrations**.
8. Section 106.6 Acceptance, (2) **Method B** 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.
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.
24. See Special Provision 461 – Temporary Pavement for project specifics.
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.

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.

Woolwich
U.S. Route 1
WINs: 23929.00 & 23929.01
Bridge Replacement & US Route 1 Improvements
August 26, 2021

SPECIAL PROVISION
SECTION 461
LIGHT CAPITAL PAVEMENT
(Temporary Pavement)

Description:

This work shall consist of furnishing all labor, materials and equipment, for the manufacturing, installation and removal of all Temporary Pavement in accordance with these specifications, Special Provision 403 Hot Mix Asphalt, and the Plans. Temporary pavement shall meet all mix design requirements of a 12.5 mm surface mix for the top 1½ inches, and a 12.5 mm base mix for the remaining 2½ inches.

Method of Measurement:

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

Basis of Payment:

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

Payment will be made under:

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

SPECIAL PROVISION
SECTION 501
FOUNDATION PILES
(Dynamic Loading Test)

Description. This work shall consist of driving foundation piles in accordance with Section 501 of the Standard Specifications, except as amended herein.

Under Section 501.046 Driven Pile Capacity, Pile Testing, and Acceptance, replace the subsection labeled Dynamic Pile Tests, with the following:

Dynamic Pile Testing: This work shall consist of coordinating for dynamic pile load testing, furnishing equipment and personnel to drive piles for testing, and providing access to foundation piles for Agents of the Department to perform dynamic pile load tests. Included with this work is Contractor stand-by-time to allow for dynamic pile load testing. Dynamic pile load tests shall be performed on foundation piles noted on the Plans, and as directed by the Engineer. Dynamic pile test measurements shall be recorded for the full length of the test pile during initial drive.

The Contractor will provide the proposed dynamic pile testing schedule to the Resident a minimum of 48 hours before the start of testing. In the event that the Contractor is not able to perform the dynamic testing according to schedule, the cost of the Department's testing Agent shall be paid by the Contractor.

Drilling, Tapping, and Attaching/Removing Instruments: The Contractor shall provide the Department's Agents reasonable means of access to the piles for drilling and tapping purposes. Preference shall be given to drilling and tapping piles on the ground. For drilling and tapping of pipe pile on the ground, the Department's Agent will need up to one hour per pile to be tested. For drilling and tapping of H-pile on the ground, the Department's Agent will need up to 30 minutes per pile to be tested. The Contractor shall assist the Department's Agent by moving pile as necessary to complete drilling and tapping.

If the Contractor elects to place the pile in the leads prior to drilling and tapping, the Department's Agent will need up to one hour per H-pile for drilling and tapping per pile to be tested. The Contractor shall provide reasonable means of access to the piles in the leads for drilling and tapping, as required.

At the Contractor's option, the piles may be drilled and tapped by the Contractor. The drilling and tapping layout for H-piles are shown on Figure 1 of this Section. If the Contractor elects to drill and tap the piles, the holes shall be center-punched prior to drilling. Care shall be taken to prevent over-drilling and rounding of drill-holes. Prior to instrument attachment, the Department's Agent will inspect the drilled and tapped holes for conformance. If determined necessary by the Department's Agent, the holes will be redrilled and tapped by the Department's Agent. No additional time, or compensation, will be allowed for redrilling and tapping of holes done by the Contractor

The Contractor shall provide reasonable means of access to the piles in the leads for attaching and removing instruments to the piles. It is estimated that the Department's Agents will need up to one hour per pile to attach instruments. The Department's Agent will need up to 30 minutes per pile to remove instruments.

General Accommodations: The Contractor shall provide access to electric power for the dynamic test equipment. The power supply at the outlet shall be 10 amp, 115 volt, 55-60 cycle, AC only.

The Contractor shall provide a location that has a line-of-sight to the test piles and is within 75 feet of the piles to be tested, where the Department's Agents can park a wheeled, passenger vehicle (either van or car), from where dynamic pile testing measurements can be processed and analyzed.

The Contractor shall provide access to and a location within 10 feet of the test pile where a representative of the Department can stand and maintain a field driving log for all test piles.

Testing: With the dynamic testing equipment attached, the Contractor shall drive the pile to the minimum tip elevation, or to the required capacity, as shown on the Plans. The stresses in the piles will be monitored during driving with the dynamic test equipment to ensure that the driving stresses do not exceed the allowable stress shown on the Plans. If necessary, the Contractor shall reduce the driving energy transmitted to the pile by using additional cushions or reducing the energy output of the hammer in order to maintain stresses below the allowable driving stresses shown on the Plans. If non-axial driving is indicated by the dynamic test measurements, the Contractor shall immediately realign the driving system.

When directed by the Resident, the Contractor shall wait up to 24 hours and, after instruments are reattached, retap (redrive) load test piles. A cold hammer shall not be used for the redrive. The hammer shall be warmed-up before redrive begins by applying at least 20 blows to another pile. The maximum amount of penetration required during redrive shall be 6 in., or the maximum total number of hammer blows will be 50, whichever occurs first. After retapping, the Resident will either provide the cutoff elevation or specify additional pile penetration and testing. The time for the Department's Agent to attach and remove instruments for retapping shall be as specified herein. The general accommodations provided by the Contractor to perform retap testing shall be as specified herein.

Equipment Damage: The Contractor shall take measures to not damage dynamic pile load testing equipment. Any equipment of the Department's Agents damaged due to Contractor operations, as determined by the Resident, shall be replaced at no additional cost to the Contract. The compensation due to the Department's Agents for equipment damaged by Contractor operations shall be as follows:

Main Cable	\$495.00
Pigtail Cable	\$540.00
Force Transducer	\$670.00
Piezoresistive Accelerometer	\$1225.00
Piezoelectric Accelerometer	\$925.00
Accelerometer Cable	\$350.00

Driving Equipment Malfunction. If pile driving equipment is underperforming as required by the rated energy in the Wave Equation rated energy or not functioning correctly, and a relevant dynamic pile test cannot be completed, then the Contractor will compensate the Department's Agent for travel, unsuccessful field testing and overnight stay (if required) according to the schedule below:

Travel	\$ 700.00 /trip
Field Testing	\$1,275.00 /day
Overnight Stay	\$ 165.00 /day

Pile Acceptance: Acceptance of foundation piles shall be based on the results of the dynamic testing completed by the Department's Agents. Within 24 hours of the completion of testing, the Resident will provide the Contractor a determination of whether the dynamic load test results are acceptable.

501.11 Method of Measurement. The method of measurement for Dynamic Loading Tests, as described herein, shall be as described in Section 501.05g, of the Standard Specifications.

501.12 Basis of Payment. Payment for Providing for Dynamic Loading Tests, as described herein, shall include coordinating for dynamic pile load testing, moving piles on the ground and providing access to drill and tap piles, drilling and tapping piles (at the Contractor's option), providing access to electric power, providing a location to monitor foundation piles during driving, providing access to foundation piles to attach/remove instruments, furnishing equipment and personnel to drive piles for testing, Contractor time to drive test piles, Contractor time to allow replacement of dynamic testing equipment damaged by the Contractor (as determined by the Resident), and Contractor stand-by-time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
501.239 Dynamic Loading Tests –Providing For	Each

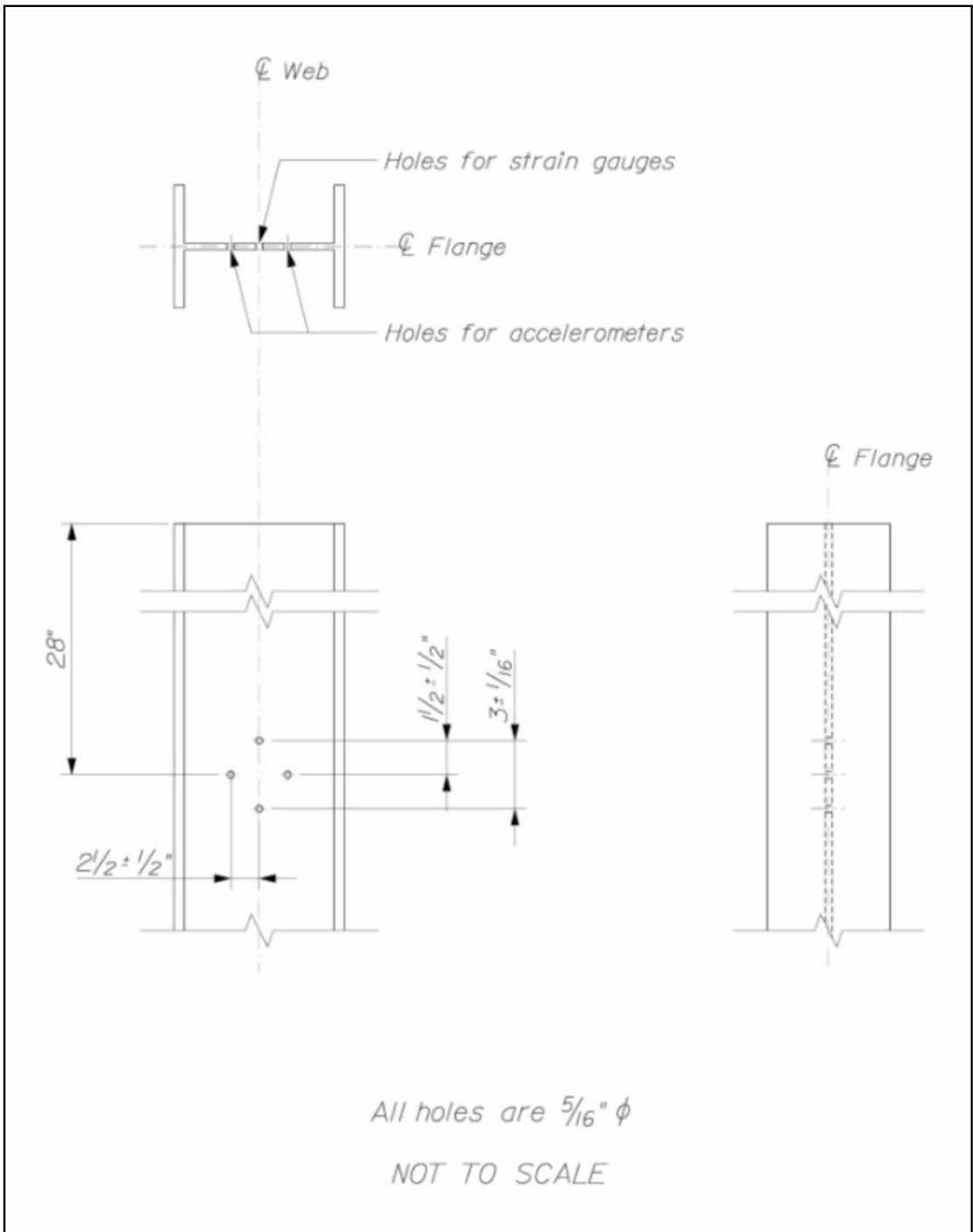


Figure 1. Drill-Hole Layout for H-Piles

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:

<u>Pay Item</u>		<u>Pay Unit</u>
502.77	FRP Bridge Drain –Type G	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.

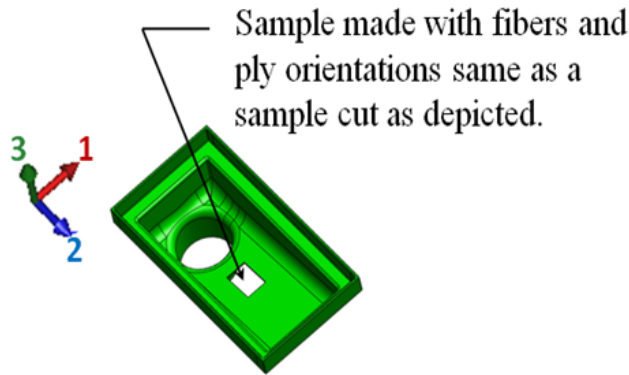


Figure 1.) Scupper Body
Sample Orientations.

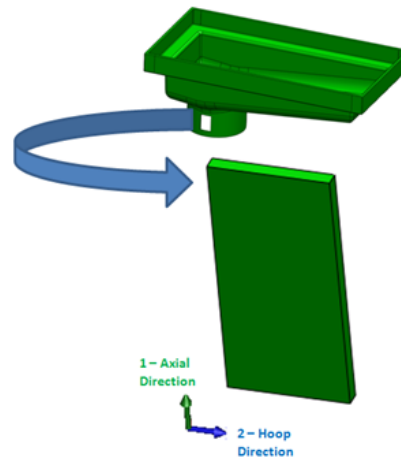


Figure 2.) Drain Pipe
Sample Orientations.

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)

Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	10000 (psi)				
		Tensile Modulus of Elasticity			800000 (psi)				
		Ultimate Tensile Strain			0.003 in/ in				
	2	Tensile Strength		3	10000 (psi)				
		Tensile Modulus 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 Conditioning per Section A.4.1

(Conducted by an independent laboratory)

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

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

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

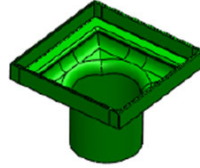
Section No.	Direction	Characteristic	Applicable Test Standard	No. of Samples	Minimum Allowable Values	Independent Lab Reported Values			
						Sample 1	Sample 2	Sample 3	Avg Value
A.3.1	1	Tensile Strength	ASTM D3039	3	8500 (psi)				
		Tensile Modulus of Elasticity			680000 (psi)				
		Ultimate Tensile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

Woolwich
Station 46 & Pleasant Cove Bridges
WINs: 023929.00 & 023929.01
October 16, 2020

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

APPENDIX B

Standard Details



Bridge Drain – Symmetric Inlet

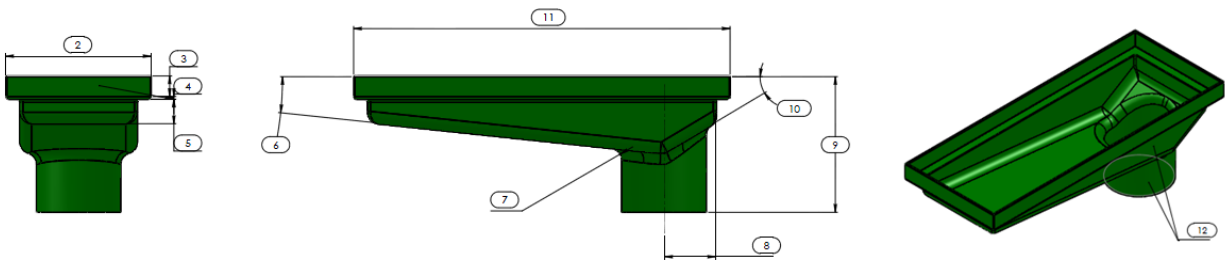
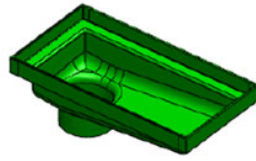


Table B1 Preferred Symmetric FRP Composite Inlet Bodies

Size Designation		A	B	C		
Size Dimensions (Grate Length x Width, Down Spout Diameter)		12x12xØ8	14x14xØ10	18x18xØ12		
Number	Dimension Name	Nominal Dimensions			Nominal Design Tolerance	Manufacturing Tolerance
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

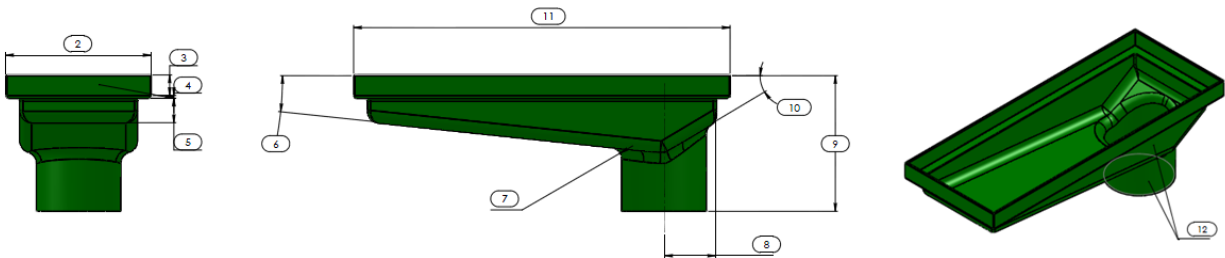


Table B2 Preferred Offset FRP Composite Scupper Bodies

Size Designation		D	E	F	G		
Size Dimensions (Grate Length x Width, Down Spout Diameter)		24x12xØ8	30x12xØ10	36x12xØ10	42x12xØ12		
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
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abutment and Retaining Walls	\$400	A
S	502.22	Structural Concrete Abutments and Retaining Walls (Placed Under Water)	\$0	C
A	502.239	Structural Concrete Piers	\$400	A
A	502.24	Structural Concrete Piers (Placed Under Water)	\$400	A
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	\$400	A
LP	502.261	Structural Concrete Roadway and Sidewalk Slab on Concrete Bridges	\$400	A
A	502.31	Structural Concrete, Approach Slab	\$0	C
LP	502.49	Structural Concrete Curbs and Sidewalks	\$450	A

P values listed above reflect the price per cubic yard (yd³) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 507
RAILINGS
(Steel Approach Railing)

The following is added to the Standard Specifications in accordance with Subsection 507, Railings:

Description

This work shall consist of furnishing and installing steel approach railing and its attachment to a steel bridge railing system and Bridge Transition railing system.

Materials

All materials shall conform to the requirements of the Standard Specifications and the Standard Details.

Construction Requirements

All components shall be fabricated and installed in accordance with the Standard Specifications and Standard Details at locations shown on the plans or as directed by the Resident. The approach railing shall be positioned so as to provide a neat and smooth transition from the bridge railing to the highway guardrail, without unacceptable kinks or abrupt change in orientation.

Embankment material around the rail posts shall be thoroughly compacted. Curbing shall be set flush with the face of the bridge curb.

Method of Measurement

Each installation will be measured for payment as one unit, complete in place and accepted.

Basis of Payment

Steel Approach Railing will be paid for at the contract unit price for each installation. Such payment will include fabrication and installation of the railing components and attachment to the bridge railing system, fabrication and installation of the concrete transition curb, and any excavation, backfill, and compaction of the embankment material required to satisfactorily complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
507.0822 Steel Approach Railing: 3-Bar	LS

SPECIAL PROVISION
SECTION 510
SPECIAL DETOURS

This specification is amended as follows:

510.01 Description

This subsection is amended to include the following:

The temporary detours shall be constructed on the east side of Route 1 and shall be located within the temporary impacts limits and generally match existing Route 1 grade shown on the plans. The intersection of George Wright Road and Route 1 will be closed while the Pleasant Cove Special Detour is in place. Traffic shall not be detoured down George Wright Road.

The temporary bridge of the Station 46 Special Detour shall completely span over the railroad and active water mains, except as noted herein.

All portions of the special detour south of Station 88+00 shall be considered Station 46 special detour and all portions of the special detour north of Station 88+00 shall be considered Pleasant Cove special detour.

510.03 Vehicular and Pedestrian Traffic Not Separated

This subsection is amended to include the following:

The temporary detour plan is subject to review by MaineDOT, Central Maine Quebec Railway (or their successor), and Bath Water District.

510.031 Structure Design

This subsection is amended to include the following:

The foundation and substructure design of the temporary bridges shall satisfy the minimum horizontal and vertical clearances for the railroad and shall be designed for the specified railroad design loads, in accordance with Special Provision 104.

510.032 Geometric and Approach Design

This subsection is amended to include the following:

A conceptual vertical and horizontal special detour alignment designed using the Standard Specification and as noted herein, with assumed 2H:1V side slopes, has been evaluated for slope

stability and settlement. The following top of roadway and abutment elevations have been assumed. Any increase in the height of the proposed abutments or approach embankments shall require a separate geotechnical analysis by the Contractor.

- Station 46
 - o South Abutment: Station 78+75: El. 50.0
 - o North Abutment: Station 86+25: El. 16.5
- Pleasant Cove
 - o Station 88+00 to 94+00: Elevations shown on preload sections in the Plans.
 - o South Abutment: Station 96+00: El. 12.0
 - o North Abutment: Station 97+25: El. 12.5

Abutment locations noted above, represented the minimum temporary bridge length and location permitted without a separate geotechnical analysis. Where changes in temporary detour grade or abutment location necessitate a separate geotechnical analysis, the temporary approaches shall be designed and constructed to ensure sufficient global stability of the roadway approaches and embankments supporting temporary bridge or retaining wall foundations, and to ensure post-construction settlement does not inhibit the safe or effective operation of the detour. The Contractor shall submit supporting analyses and computations that are completed and sealed by a licensed Maine Professional Engineer with demonstrated competency in Geotechnical Engineering related to global stability and settlement. The Contractor's submitted design computations and plans shall demonstrate that the temporary structure and approaches achieve acceptable minimum factors of safety for slope stability. The minimum factor of safety shall be 1.3 for approach embankment slopes and 1.5 for embankment slopes that contain or support bridge foundation elements. The Geotechnical Engineer shall ensure post-construction settlement resulting from construction of the temporary bridge does not exceed the limitations outlined in Special Provision 104 for settlement at the existing rail line and existing water lines. The Geotechnical Engineer shall also ensure that post-construction settlement resulting from construction of the temporary bridge does not inhibit roadway drainage or the safe and effective operation of the portions of the existing or proposed roadway and bridges that carry traffic.

a. Horizontal Alignment

The first sentence of this subsection is deleted and replaced with the following:

Horizontal curve radius shall not be less than 350 feet at the centerline of roadway.

The roadway geometrics at the northerly Taste of Maine Entrance shall be designed to accommodate, at a minimum, the off tracking characteristics of a BUS-45 design vehicle turning right exiting the parking lot in accordance with Table 2-5a of the latest version of AASHTO Geometric Design of Highways and Streets.

b. Vertical Alignment

This subsection is amended to include the following:

The vertical alignment shall be developed to satisfy the minimum vertical clearance requirements for the railroad in accordance with Special Provision 104.

c. Approach Road Guardrail

This subsection is amended to include the following:

The layout of temporary guardrail and concrete barrier shall be completed in a manner that provides adequate site distance for motorists entering and exiting from both entrances of the Taste of Maine Restaurant.

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

d. Approach Embankments

This subsection is amended to include the following:

The special detour embankment may extend over the portion of active water line located between Station 91+50 and 94+50 right provided the following requirements are met:

- Construction of the embankment is completed in accordance with the requirements of Special Provision 104
- The depth of cover over the water line is not reduced and is not increased by more than three feet.

f. Approach Road Surface

This subsection is amended to include the following:

The approach road surface, including the shoulders, shall be paved with a 4 inch, minimum, thickness hot bituminous pavement layer accepted at the discretion of the Resident.

510.08 Method of Measurement

This subsection is amended to include the following:

All portions of the special detour south of Station 88+00 shall be measured for payment as one lump sum using the Special Detour, 32 foot Roadway Width, Vehicular and Pedestrian Traffic Not Separated (Station 46) pay item. All portions of the Special detour north of Station 88+00 shall be measured for payment as one lump sum using the Special Detour, 32 foot Roadway Width, Vehicular and Pedestrian Traffic Not Separated (Pleasant Cove) pay item.

Any shim pavement that may be required due to differential settlement, at the discretion of

the Resident, while the special detours are in place will be paid for under pay item 461.131, Temporary Pavement.

510.09 Basis of Payment

Add the following sentence after the second sentence of the first paragraph:

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

Replace the second paragraph with the following:

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

The lump sum price shall include all temporary approach designs, slope stability and settlement analyses, if required, and any special embankment construction measures that may be required to improve stability or mitigate settlement including slope reinforcement elements and lightweight fill.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
510.10 Special Detour, 32 foot Roadway Width Vehicular and Pedestrian Traffic Not Separated (Station 46)	Lump Sum
510.10 Special Detour, 32 foot Roadway Width Vehicular and Pedestrian Traffic Not Separated (Pleasant Cove)	Lump Sum

SPECIAL PROVISION
SECTION 524
TEMPORARY STRUCTURAL SUPPORTS
(Protective Shield – Steel Girders)

524.01 Description

The following paragraph is added:

This work shall also consist of furnishing all labor, equipment and materials required to provide protection of the railroad tracks during demolition and construction. This protection shall include, but not necessarily be limited to, protective shielding of existing structures during demolition work, concrete removal, and installation of temporary deck support over railroad facilities on all existing and new bridge structures.

The following Subsections are added:

524.031 Protective Shielding Design

Prior to the start of work, the Contractor shall submit plans for review and comment indicating the sizes and dimensions of protective shield. The proposed methods of protective shielding, including connections and fasteners, shall be in accordance with the following criteria:

The protective shield shall be designed for safely supporting all construction and dead loads, but not less than 100 pounds per square foot with a load duration of seven (7) days. Protective shield shall be stiff enough to limit deflection to 1/2 inch under maximum loads and to be tightly sealed at all joints. The protective shield shall be placed on the tops of the bottom flanges of the steel girders with edges and laps made tight to protect motorists from dust, debris and falling objects. The protective shield shall be designed by a Professional Engineer licensed in the State of Maine.

524.041 Protective Shielding Erection and Removal

No portion of the protective shield installed over a roadway shall project below a plane connecting the bottoms of the bottom flanges of the steel girders. During demolition operations, the protective shield shall be covered with plastic sheets taped at the seams and made tight at edges and laps to prevent water used in the sawcutting operation from falling onto the facilities under the bridge.

The protective shielding shall extend horizontally three feet beyond fascia lines and vertically to a point one-foot minimum above the top of the rail or parapet. Shielding shall extend 10 feet beyond the edge of pavement or as approved by the Resident.

Shielding shall be approved and installed prior to the start of any demolition work and shall remain in position during all demolition work. Shielding shall also be approved and

installed prior to the start of any deck forming and shall remain in position during all deck work. The shielding shall be relocated or removed only as approved by the Resident.

524.05 Method of Measurement

The following paragraph is added:

Protective Shielding will be measured by the lump sum for shielding, designed, installed, removed, and disposed.

524.06 Basis of Payment

The following paragraph is added:

Protective Shielding will be paid for at the Contract lump sum price. Payment shall be full compensation for all materials, equipment, labor, and incidentals including but not necessarily limited to: Working Drawings; design; transportation and stacking; installation; any removal, onsite storage, and reinstallation as required for phasing; and periodic removal of concrete rubble and other materials necessary to perform the work as in accordance with the Plans and these Specifications or as approved by the Resident.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
524.40 Protective Shield – Steel Girders	Lump Sum

SPECIAL PROVISION
SECTION 534
PRECAST STRUCTURAL CONCRETE

Revise Paragraph 2 of 534.07 Quality Control to say:

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

Add the following Paragraph to 534.07 Quality Control:

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

Revise Sentence 1 in 534.17 Finishing Concrete to say:

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

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

Standard Specifications Section 535 is amended by adding the following:

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

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

535.011 Definitions

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

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

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

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

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

- Application of temporary load prior to beam erection. The Camber Management Plan may include proposed location and magnitude of temporary loads and proposed means of load application (e.g. temporary concrete barrier).
- Adjustment of beam support points prior to beam erection.

- Addition of shims or grout pads, where discrete pedestals and/or bearings are used, between the concrete abutment elements and Elastomeric Bearing Pads. Shims shall be stainless steel; no other material will be accepted.
- Other means and methods may be submitted for review.

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

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

535.24 Installation of Slabs, Beams and Girders Bridge seat elevations shall be adjusted to accommodate differences between camber assumed during design and actual camber at the time of erection. Final bridge seat elevations shall be determined and submitted to the Department for approval prior to casting the abutments. Measure beam camber no more than 3 days prior to Abutment placement. Calculate the bridge seat elevation adjustment value based on the measured camber, as follows:

Interior Beam	
Assumed Final camber used on the Plans	2.53 in
Calculated deck load deflection	+ 1.04 in
Calculated superimposed loads deflection	+ 0.26 in
Measured beam camber	-
Adjustment Value (in inches)	
Unit Conversion	÷ 12 in per ft
Adjustment Value (in feet)	
Exterior Beam	
Assumed Final camber used on the Plans	2.67 in
Calculated deck load deflection	+ 0.89 in
Calculated superimposed loads deflection	+ 0.27 in
Measured beam camber	-
Adjustment Value (in inches)	
Unit Conversion	÷ 12 in per ft
Adjustment Value (in feet)	

The bridge seat elevations at both abutments shall be uniformly raised and/or lowered based upon the beam with the largest measured camber. A negative Adjustment Value will result in lowering the bridge seat and a positive Adjustment Value will result in raising the bridge seat.

The deck thickness shall be 8 inches. At each Abutment Centerline of Bearing, the minimum allowable haunch thickness is 3 inches and the maximum allowable haunch thickness is 6 inches. The minimum haunch thickness at midspan is 0 inches and the maximum haunch thickness at midspan is 2.75 inches. Survey the beams after erection and adjust haunch thicknesses as necessary to match the final Profile. Prior to deck concrete placement, the final deck thicknesses will be subject to the approval of the Department.

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

535.27 Basis of Payment The Work specified herein is included under Pay Item 535.61, Prestressed Structural Concrete I-Girders. No separate payment will be made.

SPECIAL PROVISION
SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE
(Stainless Steel Strands)

This subsection is amended as follows:

535.02 Materials

This Subsection is amended to include the following:

Stainless Steel Strand	709.031

535.18 Prestressing

This Subsection is amended to include the following to the end of the section:

Stainless steel strands shall be stressed with appropriately matched wedges and jacking equipment in accordance with manufacturer recommendations.

535.27 Basis of Payment

This Subsection is amended to include the following to the end of the section:

The Work specified herein is included under Pay Item 535.61, Prestressed Structural Concrete I-Girders. No separate payment will be made.

Woolwich
U.S. Route 1
WINs: 023929.00 & 023929.01
August 20, 2021

SPECIAL PROVISION
SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

<u>Pay Item</u>	<u>Pay Unit</u>
603.2891 96 Inch Reinforced Concrete Pipe Class III	Linear Foot

SPECIAL PROVISION
SECTION 607
FENCES
(Chain Link Snow Fence – 33")

607.01 Description

The following paragraph is added:

This work shall consist of the furnishing of all materials for, and the construction for, chain link snow fence. The chain link snow fence shall be 33" tall and made from chain link materials as shown in the Plans.

607.02 Materials

The following paragraphs are added:

Posts, rails, and braces shall be manufactured by one of the following methods with the steel conforming to ASTM A1011 or ASTM A1008 and A1011/A1011M with minimum yield strength 50 ksi:

Furnace butt welded, continuous welded
Cold rolled and electric resistance welded
Seamless

The Piping shall conform to the following dimensions:

Nominal Diameter In.	Outside Diameter In.	Minimum Wall Thickness In.	Mass Lb/Ft.
1 ½	1.900	.145	2.72
2 ½	2.875	.203	5.79

Hardware shall be hot dipped galvanized in accordance with AASHTO M 232 (ASTM A 153) or AASHTO M 298 Class 50 (ASTM B 695 Class 50).

The chain link fabric shall be 9-gauge steel, zinc coated conforming to AASHTO M 181 Type 1 Class D (ASTM A 392), aluminum-coated conforming to AASHTO M181 Type II (ASTM A 491), or 6-gauge aluminum alloy conforming to AASHTO M 181 Type III (ASTM F 1183). Chain-link fabric shall be knuckled on top and bottom. The size of the wire mesh shall be 1 inch. Wire ties shall be standard round 9-gauge zinc or aluminum coated steel or 6-gauge aluminum alloy conforming to ASTM F 626. All ties shall be wrapped around chain-link fabric twice (double pigtailed) at both ends. Space ties @ 6" o.c. to bottom rail and @ 12" o.c. at all posts and other rails.

607.06 Method of Measurement

The following paragraph is added:

Chain link snow fence will be measured by the lump sum unit accepted in place and in conformity with the details shown on the Plans or as directed by the Resident.

607.07 Basis of Payment

The following paragraph is added:

This work will be paid for at the contract unit price per lump sum, complete and accepted in place. Such price will be compensation for furnishing all materials, labor, equipment, coatings, and incidentals to complete the work.

Payment will be made under:

Pay Item

607.183 Chain Link Snow Fence – 33"

Pay Unit

Lump Sum

SPECIAL PROVISION
SECTION 620
GEOTEXTILES
(Drainage Geocomposite)

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

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

The Contractor shall furnish and install a Drainage Geocomposite as a hydrostatic water relief system. The Drainage Geocomposite shall be tied in to a water discharge system or weep holes. The weep holes shall be fitted with Weep Hole Connections, that effectively drain water from the geocomposite through the weep holes. The Weep Hole Connections may consist of Sitedrain AWD-102, Option 2 – Drain Gate connections, or equivalent.

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

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

Submittals The required submittals are as follows:

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

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

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

TYPICAL PROPERTIES Fabric Properties	Typical Value	Test Method
Material	Non-woven Polypropylene	
Grab tensile strength	100 lbs	ASTM D4632
Puncture strength	65 lbs	ASTM D4833
AOS	70 sieve	ASTM D4751
Permeability	0.3 cm/sec	ASTM D4491
Core properties		
Material	Polystyrene	
Compressive strength	15,000 psf	ASTM D1621 (Mod.)
Product properties		
Flow capacity per unit width ¹	16 gpm/ft	ASTM D4716

¹ In Plane Flow Rate, Gradient = 1.0

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

Placement Requirements The Drainage Geocomposite shall be installed by methods approved by the Manufacturer.

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

When installing the Drainage Geocomposite:

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

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

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

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

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

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

Backfill Requirements Structural backfill as shown on the Plans shall be placed immediately against the Drainage Geocomposite. Care shall be taken during the backfill operation not to damage the geotextile surface of the drain. The backfill shall be placed and compacted in accordance with the project Plans and specifications. Care shall also be taken to avoid excessive settlement of the backfill material. The Drainage Geocomposite, once installed, shall not be exposed for more than seven days prior to backfilling.

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

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

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

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

Any ripped, torn, or damaged areas of the Drainage Geocomposite material shall be removed and patched by placing a patch large enough to cover the damaged area and provide a sufficient overlap on all sides to fasten. The patch shall be secured to the original Drainage Geocomposite material using the Manufacturer's approved methods. If the hole width or tear width across the panel is more than 50% of the width of the material, the damaged area shall be cut out and the two

portions of the Drainage Geocomposite material shall be joined in accordance with the placement requirement.

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

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

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

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

Payment will be made under:

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

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #2

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

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

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

Circuit #4

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

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

Current draw- (during normal operation)

Leg #1

Leg #2

Operating Voltage at last pole _____

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

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin #

Grounding Electrode Resistance at service

ID tags on loop amps / detector cards?

Location

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

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

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

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

Electrician's Signature

Electrician's License #

SPECIAL PROVISION
SECTION 639
INSTRUMENTATION
(Instrumentation (Geotechnical))

639.01 Description

This work shall consist of installing instrumentation to facilitate monitoring the performance of the highway embankments under the preload. This work includes but may not be limited to the following: 1) site preparation; 2) allowing time for installation of vibrating wire piezometers by the Geotechnical Engineer; 3) furnishing, fabricating, installing, maintaining and protecting settlement platforms and protective barriers; 4) extending settlement platforms/riser piping up through the embankment fill as the fill is placed; 5) pulling piezometer leads through settlement platform extensions when settlement platforms are extended up through the embankment fill; 6) allowing time for the Geotechnical Engineer to adjust and/or test the instrumentation to confirm that it is functioning properly and; 7) providing safe access and allowing time for the Geotechnical Engineer to survey the settlement platforms and read and piezometers during and throughout construction. The Contractor shall cooperate with the Geotechnical Engineer at all times throughout construction as necessary for the instrumentation to be successfully installed, tested, initialized and monitored.

MATERIALS

All materials are to be provided by the Contractor unless specifically stated that an item will be provided by the Authority, or the Geotechnical Engineer.

639.02 Settlement Platforms and Protective Barriers

Settlement platforms shall consist of five-foot-long sections of 2-inch diameter black iron pipe, threaded at both ends (one pipe coupling for each length), and attached at the bottom to a 4-foot by 4-foot by 1-inch thick pressure-treated plywood base using a black iron floor flange, as shown on the Plans. A black iron coupling shall be provided at the top of each settlement platform. Protective barriers shall consist of circular precast concrete manhole segments, as shown on the Plans.

639.03 Vibrating Wire Piezometers

Piezometers will be furnished and installed by the Geotechnical Engineer at the locations shown on the Plans after wick drain installation is completed and prior to the start of embankment fill placement. Piezometer leads (wires) extending up to top of surcharge grades will be provided by the Geotechnical Engineer and installed with support of the Contractor to dig and backfill

trenches, as needed. The Contractor shall pull piezometer leads through settlement platform/riser pipe extensions, as needed, during embankment fill placement.

The Contractor shall be advised that the Geotechnical Engineer plans to make survey measurements of each settlement platform and piezometer at the following times: 1) after installation, prior to placement of any fill in the area; 2) at least daily during placement of fill, prior to and after the contractor extends the black iron pipe, and at least weekly during other periods; 3) any time that the settlement platforms or piezometers are bumped, damaged, vandalized or otherwise altered; and 4) at any other times deemed necessary by the Geotechnical Engineer. The Contractor shall coordinate their schedule accordingly.

CONSTRUCTION REQUIREMENTS

It is of paramount importance on this site that the Contractor protect all instrumentation from damage. Due to the nature of the site and proposed construction, instrumentation may be located within or close to the limits of work. Such protective measures may consist of, but are not limited to, the placement of protective barriers around the installations. Caution markings shall be clearly visible from construction equipment.

Prior to the start of site work activities, the Contractor shall submit a plan, at the request of the Geotechnical Engineer or Resident, detailing the measures to be employed to mark and protect instrumentation. The plan shall identify by list and location sketch all instrumentation located within the limits of work. The Contractor shall identify the individual(s) on the Contractor's staff permanently assigned to the job, who is/are competent and may act on behalf of the Contractor, who will coordinate with an instrumentation contractor during any concurrent instrumentation installation and/or monitoring work.

The Contractor shall assist the Geotechnical Engineer as necessary during geotechnical instrument installation-related activities, as requested by the Resident. This may include, but may not be limited to providing access and/or preparing work pads for drill rigs, shallow trenching and backfill for signal cable runs, etc.

639.04 Settlement Platforms and Protective Barriers

Settlement platforms and protective barriers shall be furnished, fabricated and installed by the Contractor at the locations shown on the Plans. The Contractor shall provide all labor, equipment and materials necessary to extend the settlement platforms up through the embankment fill as the fill is placed.

The Contractor shall construct and maintain barriers around each of the settlement platforms as shown on the Plans to provide protection to the settlement platforms during construction.

The Contractor shall be advised that the top of the settlement platforms will be surveyed by the Geotechnical Engineer at the following times: 1) after initial placement of the settlement platforms; 2) before and after additional sections of riser pipe are added to raise the settlement platforms; 3) any time that the settlement platforms are disturbed/impacted, damaged, vandalized or otherwise altered; 4) at least daily during placement of fill and at least weekly during other periods; and 5) at any other times deemed necessary by the Geotechnical Engineer. The Contractor shall cooperate with and provide safe access to the Geotechnical Engineer at all times to allow these measurements to be made. The Contractor shall coordinate their scheduling accordingly and shall not continue work until the Geotechnical Engineer has collected measurements at these times.

639.05 Fill Placement and Compaction Near Instruments

Fill placement and compaction within 3 feet of riser pipes or instruments (in plan) shall be accomplished by hand in a manner approved by the Geotechnical Engineer. Compaction shall be accomplished using approved hand-operated power compactors.

639.06 Monitoring of Instrumentation

The Contractor shall be advised that the Geotechnical Engineer plans to make instrument readings at the at the times noted herein. The Contractor shall cooperate with and provide safe access to the Geotechnical Engineer at all times to allow these measurements to be made. The Contractor shall coordinate their schedule accordingly and shall not continue work until the Geotechnical Engineer has collected measurements at these times.

It is brought to the Contractor's attention that the Geotechnical Engineer will monitor the instrumentation devices prior to, during and after embankment construction to evaluate settlement, and pore pressure dissipation of the wetland deposits and marine clay soils underlying the embankments. Therefore, the Contractor shall take all necessary precautions to prevent damage, disturbance or movement of any monitoring device (i.e., instrument), once installed. The Contractor shall immediately notify the Resident of any instrument damage, disturbance or movement. The Contractor is required to halt all work within a 50-foot radius of a damaged installation, and immediately repair, reset, resurvey, or replace damaged, disturbed or moved monitoring devices as directed by the Geotechnical Engineer. All repair work shall be coordinated with and approved by the Resident and shall also be subject to approval by the Geotechnical Engineer. In the event the Geotechnical Engineer reinstalls monitoring devices (instrumentation) destroyed or damaged by the Contractor, the cost of such reinstallations will be charged against the Contractor and will be deducted from payments.

Observation and measurement of all monitoring devices will be accomplished by the Geotechnical Engineer at intervals deemed necessary. The Contractor shall in no way interfere with or delay such activities.

639.07 Anticipated Surcharge Durations

Completion of the surcharge period will be determined by the Geotechnical Engineer based on the collection and evaluation of instrumentation data. The surcharge duration for embankments is estimated to be approximately 12 months. Surcharge durations are measured from the time that fill placement up to the elevations shown on the Plans has been completed. The Contractor shall consider the anticipated durations stated herein in the development of their bid and in the sequencing and scheduling the work.

609.08 Sequence and Estimated Time for Installation of Instrumentation

The installation of the new geotechnical instrumentation will require access of subconsultant personnel and a drill rig to portions of the work area for extended periods. The Contractor is advised to review the geotechnical information provided on the plans and this Special Provision for general location and layout information.

The following sequence and time estimates are provided for the Contractor's planning purposes. The Contractor shall be advised that the following information is approximate and may vary as directed by the Geotechnical Engineer.

1. Remove existing pavement Clear and grub (by Contractor).
2. Scarify subgrade and place aggregate subbase course drainage layer (by Contractor).
3. Lay out and install wire flags at each proposed PVD location (by Contractor).
4. Identify and stake proposed vibrating wire piezometer locations using 4-foot survey stakes (by Geotechnical Engineer).
5. Install prefabricated vertical drains omitting drains at the proposed piezometer locations.(by Contractor).
6. Install piezometers (by Geotechnical Engineer – 3 weeks).
7. Install settlement platforms on drainage layer including any protective casing and piezometer leads to the platform bases and up through the riser pipes (by Contractor).
8. Complete initial survey of settlement platforms (i.e. initialize; by Geotechnical Engineer – 1 weeks).
9. Install precast concrete protection sections at instruments denoted in the plans (by Contractor)
- 10.
11. Remove precast concrete protection, extend settlement platforms, feed piezometer leads through riser pipes, and replace precast concrete protection incrementally as embankment fill progresses (by Contractor).
12. Complete survey of settlement platforms before and after extending riser pipe (by Geotechnical Engineer – 2 days).
13. Continue placing fill until design surcharge grades are reached (by Contractor).
14. Make periodic measurements of settlement platforms and piezometers during the preload period (by Geotechnical Engineer)

The durations shown above represent the total estimated installation time. The Geotechnical Engineer will coordinate settlement platform initialization and installation order of piezometers with the Contractor's work plan for wick installation and embankment construction. Partial areas of the site may be approved for fill placement prior to others to expedite the overall schedule.

639.10 Method of Measurement

Instrumentation (geotechnical) provided in accordance with Plans and Specifications will be measured by the lump sum.

639.11 Basis of Payment

Instrumentation (Geotechnical) will be paid for at the Contract lump sum price which shall be full compensation for all labor, materials, and equipment required to install, extend, protect and replace (if necessary) the settlement platforms and associated items described in this section and shown on the Plans.

Removal and replacement of either settlement plate or piezometers damaged by the Contractor shall be incidental to the work. Time required for the Contractor to allow installation, maintenance and measurement of instrumentation by the Geotechnical Engineer shall be incidental to the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
639.26 Instrumentation (Geotechnical)	Lump Sum

SPECIAL PROVISION
SECTION 643
TRAFFIC SIGNALS
(Temporary Traffic Signal at: Route 1 and Nequasset Road)

643.01 Description:

The Contractor shall install and maintain a temporary traffic signal at the intersection of Route 1 and Nequasset Road for the duration of construction.

Signal heads shall face traffic for each intersection approach in accordance with MUTCD standards. Signal timing and phasing are included on the conceptual traffic control plans. All signal heads shall have 12" LED indications with 5" backplates and 3" yellow retroreflective tape along all borders.

Unless otherwise approved, existing utility poles, span wire and guy wires shall be used for the temporary signal system. The Contractor shall verify that required vertical clearances between the signal heads and roadway surface are obtained. If required, the Contractor shall supply a temporary structure or shall install utility poles and span wires to fit all signal heads and maintain vertical clearances if the existing can't accommodate these requirements. The design of the temporary signal components shall be the responsibility of the Contractor and shall be submitted for review and approval.

Non-invasive stop bar video detection shall be provided on each approach.

Existing flashing beacons and stop signs shall be removed and safely stored by the Contractor and shall be re-installed when the temporary signal system is removed.

643.19 Basis of Payment

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
643.72 Temporary Traffic Signal at: Route 1 and Nequasset Road	Lump Sum

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

Subsection 652.3.6 is amended by adding the following requirements:

Prior to and after traffic is maintained on the Special Detour, the Contractor may use single lane closures with flaggers for work that cannot be safely or reasonably completed otherwise. Single lane closures are allowed Monday through Thursday nights beginning nightly at 8:00 PM and ending the next day at 6:00 AM with approval from the Resident.

Access between George Wright Road and Route 1 within the project limits shall be closed to the public, as directed by the Resident, when the special detour is either under construction or in place at Pleasant Cove. Contractor shall submit a traffic control plan for approval.

Both entrances to the Taste of Maine Restaurant shall remain open during construction.

At no time shall Route 1 traffic be detoured down George Wright Road.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Signs include:

Road Work xxxx¹.
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

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

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

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

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

SPECIAL PROVISION
SECTION 674
PREFABRICATED CONCRETE MODULAR GRAVITY WALL

This Specification is amended by the addition of the following:

674.02 Materials

The following is added to this section:

All reinforcing and hardware shall be stainless steel the requirements of 709.01 Reinforcing Steel.

SPECIAL PROVISION
SECTION 677
MECHANICALLY STABILIZED EARTH RETAINING WALL

This Specification is amended by the addition of the following:

677.043 Reinforcing

All reinforcing steel for concrete facing panels shall be deformed stainless steel bars conforming to standard specification section 709.01.

SPECIAL PROVISION
SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC
(Stainless Steel Strands)

The following Subsection is added:

709.031 Stainless Steel Strand Stainless steel prestressing strand shall meet the requirements of ASTM A1114, low-relaxation, seven-wire, Grade 240 strand for prestressed concrete.

COPY NO. _____

**STATION 46 & PLEASANT COVE BRIDGES KENNEBEC
RIVER ESTUARY WATER MAIN RELOCATION**

**BATH WATER DISTRICT
WOOLWICH, MAINE**

**BIDDING/CONTRACT DOCUMENTS
AND TECHNICAL SPECIFICATIONS**

AUGUST 2021

100% BID DOCUMENTS

20648A

BATH WATER DISTRICT
WOOLWICH, MAINE
BIDDING/CONTRACT DOCUMENTS
AND TECHNICAL SPECIFICATIONS
FOR
STATION 46 & PLEASANT COVE BRIDGES KENNEBEC RIVER ESTUARY
WATER MAIN RELOCATION

AUGUST 2021
100% BID DOCUMENTS

Prepared By:

Wright-Pierce
11 Bowdoin Mill Island, Suite 140
Topsham, Maine 04086
Phone: 207-725-8721

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>

DIVISION 1 – GENERAL REQUIREMENTS

01010	Summary of Work
01150	Measurement and Payment
01340	Submittals
01720	Project Record Documents

DIVISION 2 – SITE WORK

02615	Ductile Iron Pipe & Fittings (Buried Applications)
02617	Pipe Insulation
02626	Copper Service Pipe and Fittings
02628	High Density Polyethylene Pipe and Fittings
02639	Insertion Valves
02641	Gate Valves
02642	Corporation Stops
02643	Curb Stops
02644	Hydrant Assemblies
02645	Curb Boxes
02646	Valve Boxes
02648	Tapping Sleeves and Valves
02649	Tracer Wire
02650	Buried Utility Markings
02655	Couplings & Connectors (Buried Applications)
02675	Cleaning, Testing and Disinfection of Water Mains

DIVISION 3 – CONCRETE

03300	Cast-in-Place Concrete

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Rerouting the buried water main adjacent to the Station 46 & Pleasant Cove Bridges over the Kennebec River Estuary as part of the Maine Department of Transportation's replacement of the bridges.
 - 1. Construction of new 16-inch buried ductile iron water main and 20-inch buried HDPE water main. The work will also include:
 - a. Connections to the existing buried 16-inch water main on the north and south side of the bridge
 - b. Connection between new 16-inch ductile iron water main and new 20-inch HDPE water main
 - c. 16" insertion valve on the north side of the bridge
 - d. New hydrant assembly on the north side of the bridge
 - e. 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. Transmission Main on Dike:
 - 1. The Bath Water District relies on the existing 16-inch transmission main to convey water from the water treatment plant in Woolwich to the entire distribution system within Woolwich, Bath, West Bath, and East Brunswick. This transmission main is the District's single source of supply and therefore is a critical failure point in the system. The Contractor shall implement all construction methods, planning, and precautions as required for the duration of the project to preserve the operation of this line throughout the course of

construction. The Contractor shall protect this existing main while working around it and mobilizing equipment along the dike/access road. This transmission main must remain in service (operation) throughout the course of construction. The District shall also have access to its buried infrastructure during construction.

2. The Contractor shall develop and submit a Water Main Protection Plan for review by the District prior to construction. The plan shall include third party utility locate services to field confirm horizontal location and depth below grade at the Contractor's expense as part of the Water Main Protection Plan.
- B. Existing Operations:
1. Refer to construction sequence below. Uninterrupted service shall be provided at all times during construction except for planned shutdown events.
- C. Minimize Interference
1. The Contractor shall at all times conduct their 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 work in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted.

3.2 CONSTRUCTION SEQUENCE

- A. Reroute water main adjacent to Station 46 & Pleasant Cove Bridges
1. Install new hydrant assembly including tapping sleeve and valve near STA. 1+12.5 16.0R.
 2. Install 16-inch insertion valve at STA 1+28.5 16.0R . Insertion valve to remain normally open until short-term shut-down and isolation of existing water main piping.
 3. Install 20-inch HDPE water main from STA 1+70 to STA 4+10 and install temporary fill connection and flushing connection for flushing, pressure testing, and bacteria testing prior to tie in. The new hydrant at STA. 1+12.5 16.0R shall be used for filling and flushing the new main. Highly chlorinated water shall be dechlorinated prior to discharge.
 4. Install cast in place concrete thrust blocks and allow to adequately cure. Quick set concrete shall be utilized to minimize service downtime during transmission main tie in.
 5. Connect to existing water main with 16-inch ductile iron water main with fittings and adapters as necessary. Swab disinfect fittings used for tie in.
 6. Open isolation valves and commission water main.
 7. Cut, cap and abandon existing 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 loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Water District Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein,~~ 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. Pipe bedding and backfill
 - 7. 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
 - 8. Utility crossings and relocations, unless payment is otherwise made
 - 9. Trench boxes, steel and/or wood sheeting as required, including that left in place
 - 10. Project record documents
 - 11. Cleaning, testing and disinfection of all water lines and appurtenances
 - 12. Buried Utility Markings
 - 13. Temporary utility services to buildings as required to maintain service during construction
 - 14. Quality assurance testing
 - 15. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations

16. Weather protection
17. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required
18. On-site and other facilities acceptable to Water District Engineer for the storage of materials, supplies and equipment to be incorporated into the Work
19. Removal of existing pavement and driveway restoration
20. Trench Excavation (except ledge)

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. 502.565 – Cast-in-Place Concrete Thrust Blocks

- A. Method of Measurement: The quantity to be paid for under Item No. 502.565 shall be the actual number of cubic yards.
- B. Basis of Payment: Concrete thrust blocks 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, and equipment necessary to provide and install cast-in-place concrete thrust blocks, installation, forms, concrete form release as necessary, cleaning as indicated on the drawings and all other work and expenses incidental thereto, except that work included for payment under other items.

Item No. 803.01 – Test Pit Excavation and Backfill

- A. Method of Measurement: The quantity to be paid for under Item No. 803.01 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 No. 822.3152 – 16x6 Tapping Sleeve and Valve and Valve Box

- A. Method of Measurement: The quantity of gate valves to be paid for under Item No. 822.3152 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. 822.322 – 6-inch Ductile Iron Water Pipe

- A. Method of Measurement: The quantity of ductile iron water main to be paid for under Item No. 822.322 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, fittings of all sizes (except valves), caps, solid sleeves/couplings, mechanical 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; for rigid board insulation (use of at the owner's direction only); furnishing and installing all pipe bedding, blanket, and backfill; 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. 822.3701 – 16-inch Ductile Iron Water Pipe

- A. Method of Measurement: The quantity of ductile iron water main to be paid for under Item No. 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, fittings of all sizes (except valves), caps, solid sleeves/couplings, mechanical 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; for rigid board insulation (use of at the owner's direction only); furnishing and installing all pipe bedding, blanket, and backfill; 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. 823.3113 – 16-inch Insertion Valve and Valve Box

- A. Method of Measurement: The quantity of insertion valves to be paid for under Item No. 823.3113 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 excavating, dewatering, installing, setting, and jointing; for restraining joints; for testing, furnishing and installing valves and valves boxes; and for all other work and expenses incidental thereto.

Item No. 824.3010 – Hydrant Assembly

- A. Method of Measurement: The quantity of hydrant assemblies to be paid for under Item No. 824.3010 shall be defined as the actual number of hydrant assemblies installed complete in place.
- B. Basis of Payment: Installation of hydrant assemblies 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 hydrant assemblies; and for all other work and expenses incidental thereto.

Item No. 825.33 – 1-inch Corporation Stops

- A. Method of Measurement: The quantity of corporation stops to be paid for under Item No. 825.33 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. 825.331 – 1-inch Curb Stops

- A. Method of Measurement: The quantity of curb stops to be paid for under Item No. 825.331 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. 825.43- 1-inch Copper Service Pipe

- A. Method of Measurement: The quantity of service pipe to be paid for under Item No. 825.43 shall be the actual length in feet as measured along the center line of the pipe as laid.
- B. Basis of Payment: Service 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 all service pipe, labor, equipment, tools, and other materials required for the installation of the service pipes; for trench dewatering; for installing all fittings, adapters, and copper pipe packed joint (CPPJ) compression connectors, 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. 825.64 – 20-inch HDPE Water Pipe

- A. Method of Measurement: The quantity of HDPE water main to be paid for under Item No. 825.64 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 HDPE 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, fittings of all sizes (except valves), caps, 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 tracer wire installation; for furnishing and placing all temporary sheeting and bracing; for rigid board insulation (use of at the owner's direction only); furnishing and installing all pipe bedding, blanket, and backfill; 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 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.

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. Electronic copies in PDF form shall be submitted 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 1 - 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 02615

DUCTILE IRON PIPE & FITTINGS (BURIED APPLICATIONS)

PART 1 - GENERAL

1.1 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.
- B. Related Work Specified Elsewhere:
 - 1. Pipe and Pipe Fittings - General is specified in the appropriate Section in this Division.
 - 2. Excavation, Bedding and Backfill are specified in this Division.

1.2 QUALITY ASSURANCE

- A. Standards (As Applicable):
 - 1. Cement-mortar lining for water: ANSI A21.4 (AWWA C104).
 - 2. Rubber gasket joints: ANSI A21.11(AWWA C111).
 - 3. Ductile iron pipe thickness: ANSI A21.50 (AWWA C150).
 - 4. Ductile iron pipe centrifugally cast in metal or sand lined molds: ANSI A21.51 (AWWA C151).
 - 5. Pipe flanges and fittings: ANSI B16.1 and ANSI A21.10 (AWWA C110).
 - 6. Threaded, flanged pipe: ANSI A21.15 (AWWA C115).
 - 7. Cast and ductile iron fittings: ANSI A21.10 (AWWA C110).
 - 8. Ductile iron compact fittings: ANSI 21.53 (AWWA C153).
- B. Acceptable Manufacturers:
 - 1. Tyler
 - 2. Griffin
 - 3. Union
 - 4. US Pipe
 - 5. Or equivalent.

1.3 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 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. 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 51.
 - b. For pipe 6 inches in diameter and larger: Class 52 (water applications);
 - c. Pipe with flanges: Class 53.
3. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
4. 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.
5. 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.
6. Factory applied bituminous coatings (in accordance with AWWA C151) shall be furnished on the exterior of all underground piping unless specified otherwise.
7. 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. Joints (as shown on Drawings or as specified):

1. Push-on and Mechanical Joint:
 - a. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
 - b. 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.
 - c. Bolts and nuts for buried mechanical joints shall meet the AWWA C-111 requirements and be made of high strength, low alloy steel.
2. Flanged:
 - a. Provide specially drilled flanges when required for connection to existing piping or special equipment.
 - b. Flanges shall be long-hub screwed tightly on pipe by machine at the foundry prior to facing and drilling.
 - c. Gaskets:
 - i. Ring type of rubber with cloth insertion.
 - ii. Thickness of gaskets 12 inches in diameter and smaller: 1/16 inch.
 - iii. Thickness of gaskets larger than 12 inches in diameter: 3/32 inch.
 - d. Fasteners:
 - i. Make joints with bolt, studs with a nut on each end, or one tapped flanged with a stud and nut.

- ii. The number and size of bolts shall meet the requirements of the applicable ANSI standard.
 - iii. Nuts, bolts, and studs shall be Grade B meeting the requirements of ASTM A307.
 - iv. After jointing, coat entire joint with bituminous material compatible with pipe coating.
- e. When applicable, provide and install flange clamps as shown on the Drawings.
- 3. Joint Bracing:
 - a. Provide joint bracing to prevent the piping from pulling apart under pressure as required and as shown on the Drawings.
 - b. Types of bracing:
 - i. Pipe and fittings furnished with approved lugs or hooks cast integrally for use with socket pipe clamps, tie rods, or bridles. Bridles and tie rods shall be a minimum of 3/4 inch diameter except where they replace flange bolts of a smaller size, in which case they shall be fitted with a nut on each side of the pair of flanges. The clamps, tie rods, and bridles shall be coated with bituminous paint in buried installations and shall be coated with the same coatings as the piping system in interior installations after assembly or, if necessary, prior to assembly.
 - ii. Mechanical joint follower gland pipe restrainers.
 - 1. Ductile iron gland and restraining ring.
 - 2. Gasket shall be standard MJ gasket -ANSI/AWWA-C111/A21.11.
 - 3. Working pressure 350 psi, up to 8 inches; 250 psi, 10 inches to 16 inches.
 - 4. Test pressure two times working pressure.
 - 5. Grip Rings™, Romac Industries, or other equivalent as approved by Engineer.
 - iii. Other types of bracing as shown on the Drawings.

2.2 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. 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.
 - 4. 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:
 - i. Range or Torque: 60-90 ft.-lbs.
 - ii. Length of Wrench: 10 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.
5. 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 A21.51 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.

3.3 BACKFILL AND FILL

- A. General:
- 1. Backfilling shall consist of replacing material removed to permit installation of structures or utilities, as indicated in the Contract Documents.
 - 2. Filling shall consist of placing material in areas to bring them up to grades indicated on the Drawings.
 - 3. The Contractor shall provide and place all necessary backfill and fill material, in layers to the required grade elevations.

4. Backfill excavations as promptly as work permits, but not until completion of the following:
 - a. Inspection, approval, and recording locations of underground utilities.
 - b. Density testing having results meeting requirements specified herein.
5. In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated material which was removed in the course of making the construction excavation. Unless otherwise specified or allowed by the Engineer the backfill and fill shall be placed in layers not to exceed 8 inches in thickness.
6. All fill and backfill under structures and pavement, and adjacent to structures, shall be compacted crushed stone or select fill as specified or as indicated on the Drawings. The fill and backfill materials shall be placed in layers not exceeding 8 inches in thickness.
7. Suitable excavated material shall meet the following requirements:
 - a. Free from large clods, silt lumps or balls of clay.
 - b. Free from stones and rock fragments with larger than 12 inch max. dimension.
 - c. Free from organics, peat, etc.
 - d. Free from frozen material.
8. If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required and as directed by the Engineer.
9. Do not backfill with, or on, frozen materials.
10. Remove, or otherwise treat as necessary, previously placed material that has frozen prior to placing backfill.
11. Do not mechanically or hand compact material that is, in the opinion of the Engineer, too wet.
12. Do not continue backfilling until the previously placed and new materials have dried sufficiently to permit proper compaction.
13. The nature of the backfill materials will govern the methods best suited for their placement and compaction. Compaction methods and required percent compaction is covered in Compaction section.
14. Before compaction, moisten or aerate each layer as necessary to provide a water content necessary to meet the required percentage of maximum dry density for each area classification specified.
15. Do not allow large masses of backfill material to be dropped into the excavation in such a manner that may damage pipes and structures.
16. Place material in a manner that will prevent stones and lumps from becoming nested.
17. Completely fill all voids between stones with fine material.
18. Do not place backfill on or against new concrete until it has attained sufficient strength to support loads without distortion, cracking, and other damage.
19. Deposit backfill and fill material evenly on all sides of structures to avoid unequal soil pressures.
20. Keep stones or rock fragments with a dimension greater than two inches at least one foot away from the pipe or structure during backfilling.
21. Leave sheeting in place when damage is likely to result from its withdrawal.

22. Completely fill voids left by the removal of sheeting with screened stone which is compacted thoroughly.
- B. Pipe Bedding, Initial Backfill and Trench Backfill:
 1. Place bedding and backfill in layers of uniform thickness specified herein, and as shown on the Drawings.
 2. Thoroughly compact each layer by means of a suitable vibrator or mechanical tamper.
 3. Install pipe bedding and initial backfill in layers of uniform thickness not greater than eight (8) inches.
 4. Deposit the remainder of the backfill in uniform layers not greater than eight inches.
 5. Provide underground utility marking tape for new utility trenches as shown on the Drawings. Refer to Section 02650 – Buried Utility Markings.
 6. Where soft silt and clay soils are encountered the trench shall be excavated six inches below the normal bedding and backfilled with 6-inches of compacted sand.
 7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.
 8. The following schedule lists the bedding materials for various types of pipe. Refer to the pipe trench detail for dimensional requirements.

BEDDING REQUIREMENTS

DI or HDPE	MDOT 703.13 Crushed Stone ¾-Inch

9. The following schedule lists the initial backfill requirements for various types of pipes. Refer to the pipe trench detail for dimensional requirements.

INITIAL BACKFILL REQUIREMENTS

DI or HDPE Pipe	MDOT 703.13 Crushed Stone ¾-Inch

10. Special bedding and backfill requirements shown on the Drawings supersede requirements of this section.
11. Where pipes or structures pass through or under the impervious core of the lagoon embankments, bedding and backfill material shall consist of the impervious embankment material. Extra care should be given to properly and thoroughly compact the bedding material around the pipe.
- C. Improper Backfill:
 1. When excavation and trenches have been improperly backfilled, and when settlement occurs, reopen the excavation to the depth required, as directed by the Engineer.
 2. Refill and compact the excavation or trench with suitable material and restore the surface to the required grade and condition.
 3. Excavation, backfilling, and compacting work performed to correct improper backfilling shall be performed at no additional cost to the Owner.

D. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, scarify or break-up sloped surface steeper than 1 vertical to 4 horizontal.
2. When existing ground surface has a density less than that specified under "compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

END OF SECTION

SECTION 02617

PIPE BOARD INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide and apply insulation to buried water line piping as shown in the contract Drawings and specified herein.

1.2 RELATED SECTIONS

- A. Division 1
- B. Division 2

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 MANUFACTURERS

- A. Rigid Pipe Insulation
 - 1. Dow Chemical Company – Styrofoam Highload 40
 - 2. Certifoam 40
 - 3. Or equivalent

2.2 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 02626

COPPER SERVICE PIPE & FITTINGS (BURIED APPLICATIONS)

PART 1 - GENERAL

1.1 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.
- B. Related Work Specified Elsewhere:
 - 1. Excavation, Bedding and Backfill are specified in this Division.

1.2 QUALITY ASSURANCE

- A. Seamless copper water tube, ASTM B88.

1.3 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 pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.
- C. Submit manufacturers installation instructions and specifications for all fittings, couplings, adapters, saddles, etc.

PART 2 - PRODUCTS

2.1 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: Mueller Co., Decatur, IL. or Equal

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Jointing
 - 1. Flared Joints (if specified)
 - a. Ream on file the pipe to remove burrs.
 - b. Slip fitting over end of pipe to be flared.
 - c. Expand tube using flaring tools.
 - d. Inspect for cracks, splits or other damages and replace if necessary.
 - e. Squarely seat the flared end on fitting and tighten nuts.

2. Packed on compression joints
 - a. Cut pipe squarely.
 - b. Ream or file pipe to remove burrs.
 - c. Seat pipe in fittings and tighten nut.
 3. 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 02628

HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish, install and test all polyethylene pipe, pipe fittings 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. Applicable sections of Division 2

1.2 QUALITY ASSURANCE

- A. Pressure rating or pressure class of pipe as shown on the Drawings or specified herein.
- B. Standards:
 - 1. ANSI/AWWA C901-02: Standard for Polyethylene (PE) Pressure Pipe and Tubing, ½" (13 mm) through 3" (76 mm) for Water Service.
 - 2. AWWA C 906-99: Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4" (100 mm) through 63" (1,575 mm) for Water Distribution and Transmission.
 - 3. ASTM D 2657-07: Standard Practice for Heat Joining Polyolefin Pipe and Fittings.
 - 4. ASTM D 2683-14: Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.
 - 5. ASTM D 2837-13e1: Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
 - 6. ASTM D 3261-15: Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
 - 7. ASTM D 3350-14: Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.
 - 8. ASTM F 1055-16: Standard Specification for Electrofusion type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and tubing.
 - 9. NSF/ANSI-61-2003e: Standard for Drinking Water Systems Components - Health Effects, NSF International, Ann Arbor, MI.
 - 10. CSA B 137.1-2002: Polyethylene Pipe, Tubing, and Fittings for Cold-Water Pressure Services.
 - 11. ASTM F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) Piping Systems Using Hydrostatic Pressure.
 - 12. Manufacturers of high density polyethylene pipe, fittings, adapters, and couplings must be certified under ISO 9000, Quality Management Systems - Fundamentals and Vocabulary, International Organization for Standardization (ISO), Geneva, Switzerland.

13. 49 CFR 192 subpart F, 192.281, selected requirements for plastic joints; 192.282, requirements for qualifying joining procedures; 192.285, specifies qualifying persons to make joints; and 192.287, specifies inspection of joints.
 14. Fusion Operators: Operators shall meet the minimum qualification requirements outlined in 49 CFR 192 subpart F, 192.285 and shall have documented experience with successful butt fusion of pipe larger than 24 inch diameter.
 15. Joint Fusion Data: Fusion plate temperature (oF), interfacial fusion pressure (psi), interfacial contact fusion time (sec.), and cooling time (min.) shall be recorded by data logger for computer download or recorded by the operator(s) in a field book for each joint fusion completed.
 16. Pipe deemed damaged or unacceptable to the Engineer shall be replaced at no additional cost to the Owner. Pipe shall be adequately protected during storage to prevent external damage to the pipe side wall or ends. Pipe with gouged side walls will be rejected by the Engineer.
 17. Exterior pipe markings shall include the nominal pipe diameter, SDR, and rated working pressure.
- C. Acceptable Pipe and Fitting Supplier/Manufacturers:
1. PolyPipe, Inc. "PW Pipe"
 2. KWH Pipe, "Sclairpipe"
 3. Performance Pipe
 4. "Isco-Pipe"
 5. "Poly-Cam"
 6. "Friatec"
 7. Vari-Tech "Performance Pipe"
 8. Independent Pipe Products, Inc.
 9. Or approved equal.

1.3 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 pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.
- C. Submit experience statement for operator(s) to complete the pipe fusion to demonstrate the minimum experience and qualification requirements described in paragraph 1.2.B.14.
- D. Following pipe construction, submit joint fusion data in an electronic spreadsheet format as a record to document joint fusion quality control.
- E. Submit manufacturers installation instructions and specifications for all fittings, couplings, adapters, saddles, etc.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pipes shall be either Iron Pipe Size (IPS) or Ductile Iron Pipe Size (DIPS) with SDR ratings as indicated in the pipe schedule.
- B. Polyethylene compounds utilized in the manufacture of products furnished under this

specification shall be listed in PPI TR-4, with a minimum cell classification of PE 445574C for PE 4710 materials, as defined in ASTM D3350. Pipe shall be in conformance with AWWA C901, AWWA C906, or CSA B137.1. They shall have a PPI recommended Hydrostatic Design Basis (HDB) of 1600 psi (PE4710) at a temperature of 73.4°F (23°C).

- C. All materials which come in contact with water, including lubricants, shall be evaluated, tested and certified for conformance with NSF/ANSI Standard 61.
- D. Clean re-work material of the same type grade, and cell classification generated from the manufacturer's own pipe and fitting production may be used by the same manufacturer as long as the pipe, tubing and fittings produced meet all the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- E. Pipe and tubing furnished under this specification shall be manufactured using compounds complying with the requirements above. Dimensional and performance characteristics shall conform to the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- F. 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%.
- G. The polyethylene resin compound shall have a resistance to environmental stress cracking as determined by procedure detailed in ASTM D 1693 with sample preparation by procedure C of ASTM D 4703 of not less than 40 hours.
- H. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- I. Polyethylene fittings shall have the same pressure rating as the pipe itself for all pressurized pipeline applications.
- J. Polyethylene fittings shall be molded style for diameters up to 12 inches and fabricated style for diameters larger than 12 inches.

2.2 PIPE SCHEDULE

PIPE IDENTIFICATION	DIA. (inches)	SDR	IPS/DIPS	WORKING PRESSURE RATING (PSI)	DE-BEAD REQUIRED INSIDE PIPE
HDPE Water Main	20	11	IPS	200	No

2.3 ADAPTERS AND COUPLINGS (AS APPLICABLE)

- A. Polyethylene Mechanical Joint Adapter
 - 1. For joining IPS or DIPS size polyethylene pipe to any ANSI/AWWA C153 ductile iron fitting and valve.
 - 2. Molded from NSF listed PE 4710 resin.
 - 3. Adaptor shall meet requirements of AWWA C901, 906.
 - 4. Adaptor kit to include anchor fitting, epoxy coated ductile iron retainer gland ring, gasket, and long tee-bolts, and rubber gasket.
 - 5. Provide stainless steel stiffeners as necessary.
- B. Polyethylene Flanged Adapter

1. For joining IPS or DIPS size polyethylene pipe to ANSI B16.1, ANSI B16.5, or ANSI A21.10 (AWWA C110) flange as required.
2. Molded from NSF listed PE 4710 resin.
3. Adaptor kit to include epoxy coated ductile iron backing ring, gasket, and long tee-bolts, and rubber gasket.
4. Adaptor shall meet requirements of AWWA C901, 906.

2.4 FABRICATION

A. Thermal Butt-Fusion:

1. Join the pipe to itself, or to the polyethylene fittings or to the flange connections by means of thermal butt-fusion.
2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
3. 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.
4. Joint strength must be equal to that of the adjacent pipe.

B. Socket Fusion (When Applicable)

1. Join the pipe to socket type fittings by means of socket fusion
2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
3. The polyethylene fittings to be joined by thermal socket-fusion shall be from the same type, grade and class of polyethylene compound as the polyethylene pipe unless otherwise approved.

C. Electrofusion (When Applicable)

1. Applies to the installation of electrofusion couplings and saddles.
2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
3. The coupling or saddle shall be joined using heat created by electric current from a control box.
4. Install clamps to hold the fitting in place during the fusion process.

D. Flanged Joints

1. Flange joining of sections of pipe is allowed to facilitate the pipe installation process as approved by the Engineer.
2. Joints shall include full face gaskets.
3. Flange bolts shall be tightened to the same torque value and tightening pattern recommended by the manufacturer.
4. Flange bolts and nuts shall be Type 316 stainless steel and have tensile strength equivalent to SEA Grade 3.
5. Use flat Type 316 stainless steel washers between the nut and backup ring.
6. Retighten bolts to the manufacturer recommended torque value after an hour to offset the effects of compression set.

E. Mechanical Connections: The mechanical connections of the polyethylene pipe to auxiliary equipment shall be in accordance with the pipe suppliers written instructions.

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPES AND FITTINGS

- A. Install joint and transition adapters in accordance with the manufactures recommendations.
- B. Refer to the drawings and Division 2 for additional bedding and backfill requirements.
- C. Joining surfaces must be clean and dry.
- D. Pipe must not be dumped, dropped, pushed or rolled into the trench. Provide appropriate equipment to lift move and lower the pipe into the trench as necessary.

3.2 BACKFILL AND FILL

- A. General:
 - 1. Backfilling shall consist of replacing material removed to permit installation of structures or utilities, as indicated in the Contract Documents.
 - 2. Filling shall consist of placing material in areas to bring them up to grades indicated on the Drawings.
 - 3. The Contractor shall provide and place all necessary backfill and fill material, in layers to the required grade elevations.
 - 4. Backfill excavations as promptly as work permits, but not until completion of the following:
 - a. Inspection, approval, and recording locations of underground utilities.
 - b. Density testing having results meeting requirements specified herein.
 - 5. In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated material which was removed in the course of making the construction excavation. Unless otherwise specified or allowed by the Engineer the backfill and fill shall be placed in layers not to exceed 8 inches in thickness.
 - 6. All fill and backfill under structures and pavement, and adjacent to structures, shall be compacted crushed stone or select fill as specified or as indicated on the Drawings. The fill and backfill materials shall be placed in layers not exceeding 8 inches in thickness.
 - 7. Suitable excavated material shall meet the following requirements:
 - a. Free from large clods, silt lumps or balls of clay.
 - b. Free from stones and rock fragments with larger than 12 inch max. dimension.
 - c. Free from organics, peat, etc.
 - d. Free from frozen material.
 - 8. If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required and as directed by the Engineer.
 - 9. Do not backfill with, or on, frozen materials.
 - 10. Remove, or otherwise treat as necessary, previously placed material that has frozen prior to placing backfill.
 - 11. Do not mechanically or hand compact material that is, in the opinion of the Engineer, too wet.

12. Do not continue backfilling until the previously placed and new materials have dried sufficiently to permit proper compaction.
 13. The nature of the backfill materials will govern the methods best suited for their placement and compaction. Compaction methods and required percent compaction is covered in Compaction section.
 14. Before compaction, moisten or aerate each layer as necessary to provide a water content necessary to meet the required percentage of maximum dry density for each area classification specified.
 15. Do not allow large masses of backfill material to be dropped into the excavation in such a manner that may damage pipes and structures.
 16. Place material in a manner that will prevent stones and lumps from becoming nested.
 17. Completely fill all voids between stones with fine material.
 18. Do not place backfill on or against new concrete until it has attained sufficient strength to support loads without distortion, cracking, and other damage.
 19. Deposit backfill and fill material evenly on all sides of structures to avoid unequal soil pressures.
 20. Keep stones or rock fragments with a dimension greater than two inches at least one foot away from the pipe or structure during backfilling.
 21. Leave sheeting in place when damage is likely to result from its withdrawal.
 22. Completely fill voids left by the removal of sheeting with screened stone which is compacted thoroughly.
- B. Pipe Bedding, Initial Backfill and Trench Backfill:
1. Place bedding and backfill in layers of uniform thickness specified herein, and as shown on the Drawings.
 2. Thoroughly compact each layer by means of a suitable vibrator or mechanical tamper.
 3. Install pipe bedding and initial backfill in layers of uniform thickness not greater than eight (8) inches.
 4. Deposit the remainder of the backfill in uniform layers not greater than eight inches.
 5. Provide underground utility marking tape for new utility trenches as shown on the Drawings. Refer to Section 02650 – Buried Utility Markings.
 6. Where soft silt and clay soils are encountered the trench shall be excavated six inches below the normal bedding and backfilled with 6-inches of compacted sand.
 7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.
 8. The following schedule lists the bedding materials for various types of pipe. Refer to the pipe trench detail for dimensional requirements.

BEDDING REQUIREMENTS

DI or HDPE

MDOT 703.13 Crushed Stone ¾-Inch

9. The following schedule lists the initial backfill requirements for various types of pipes. Refer to the pipe trench detail for dimensional requirements.

INITIAL BACKFILL REQUIREMENTS

DI or HDPE Pipe	MDOT 703.13 Crushed Stone ¾-Inch

10. Special bedding and backfill requirements shown on the Drawings supersede requirements of this section.
 11. Where pipes or structures pass through or under the impervious core of the lagoon embankments, bedding and backfill material shall consist of the impervious embankment material. Extra care should be given to properly and thoroughly compact the bedding material around the pipe.
- C. Improper Backfill:
1. When excavation and trenches have been improperly backfilled, and when settlement occurs, reopen the excavation to the depth required, as directed by the Engineer.
 2. Refill and compact the excavation or trench with suitable material and restore the surface to the required grade and condition.
 3. Excavation, backfilling, and compacting work performed to correct improper backfilling shall be performed at no additional cost to the Owner.
- D. Ground Surface Preparation:
1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, scarify or break-up sloped surface steeper than 1 vertical to 4 horizontal.
 2. When existing ground surface has a density less than that specified under "compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.

3.3 TESTING

A. Joint Quality

1. 12" diameter and smaller - On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.
2. Pipes larger than 12" diameter - Visual inspection of the joint shall be the primary indicator of joint quality. Specific visual inspection criteria shall be provided by the pipe and fitting manufacturer. The v-groove between the bends shall be uniform around the circumference of the pipe and the both sides of the

bead shall have uniform thickness and height indicating proper pipe alignment during the fusion process.

3. All fused joints shall be visually inspected by qualified fusion operators and the Engineer during construction to assure uniform alignment and beading.

B. Leak Test

Hydrostatic leak testing shall be performed in accordance with procedures specified in Chapter 2, Inspections, Tests and Safety Considerations of Plastic Pipe Institute's (PPI) "Handbook of Polyethylene Pipe" 1st edition, 2006.

2. Two types of leak test procedures are acceptable: 1) Monitored Make-up Water Test, and 2) Non-Monitored Make-Up Water Test

3. Monitored Make-Up Water Test procedures are as follows:

- a. Clean water shall be used as the pipe testing fluid. The test section of pipe shall be completely filled with water taking care to bleed off any trapped air. Venting at high points may be required to purge air pockets while the test section is filling.
- b. The maximum allowable test pressure is 1.5 times the system design pressure at the lowest elevation in the section under test.
- c. The test procedure consists of 2 phases, an initial expansion phase and a testing phase. During the expansion phase, the test section is pressurized to test pressure and a sufficient quantity of make-up water is added each hour for 3 hours to maintain test pressure.

After the initial expansion phase, about 4 hours after pressurization, the test phase begins. The test phase begins with the water pressure in the pipe at the test pressure. The test phase may be 1, 2 or 3 hours long, after which time a measured amount of water is added in order for the water pressure in the pipe to return to the test pressure. If the quantity of make-up water does not exceed the values in the table below, the test section of pipe passes the leak test.

LEAK TEST MAKE-UP WATER ALLOWANCE

Nominal Pipe Size (inches)	Make-up Water Allowance (U.S. Gallons per 100 feet of pipe)		
	1 Hour Test	2 Hour Test	3 Hour Test
1 ¼	0.06	0.10	0.16
1 ½	0.07	0.10	0.17
2	0.07	0.11	0.19
3	0.10	0.15	0.25
4	0.13	0.25	0.40
5	0.19	0.38	0.58
5.375	0.21	0.41	0.62
6	0.3	0.6	0.9
7 .125	0.4	0.7	1.0
8	0.5	1.0	1.5
10	0.8	1.3	2.1
12	1.1	2.3	3.4

HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS

13.375	1.2	2.5	3.7
14	1.4	2.8	4.2
16	1.7	3.3	5.0
18	2.0	4.3	6.5
20	2.8	5.5	8.0
22	3.5	7.0	10.5
24	4.5	8.9	13.3
26	5.0	10.0	15.0
28	5.5	11.1	16.8
30	6.3	12.7	19.2
32	7.0	14.3	21.5
34	8.0	16.2	24.3
36	9.0	18.0	27.0
42	12.0	23.1	35.3
48	15.0	27.0	43.0
54	18.5	31.4	51.7
63	-	-	-

4. Non-Monitored Make-Up Water Test procedures are as follows:
- The test procedure consists of 2 phases, an initial expansion phase and a testing phase. For the initial expansion phase, make-up water is added as required to maintain the test pressure in the test section of pipe for 4 hours.
 - After the expansion phase is complete, the test phase begins with the pressure in the pipe at test pressure. The test pressure is then reduced by 10 psi. If the pressure remains steady (within 5% of target value) after one hour, then the pipe has passed the leakage test.

END OF SECTION

SECTION 02639

INSERTION VALVES

PART 1 - GENERAL

1.1 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.
- B. Related Work Specified Elsewhere: "Valve Boxes" as specified in this Division.

1.2 QUALITY ASSURANCE

- A. All insertion valves of same type and style shall be manufactured by one manufacturer in the US or Canada.
- B. Acceptable Manufacturer
 - 1. EZ Valve by AVT
 - 2. or approved equivalent

PART 2 - PRODUCTS

2.1 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 02641

GATE VALVES

PART 1 - GENERAL

1.1 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.
- B. Related Work Specified Elsewhere:
 - 1. "Valve Boxes" and "Ductile Iron Pipe & Fittings for Buried Applications" are specified in this Division.

1.2 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. Kennedy
 - 3. Darling
 - 4. Mueller
 - 5. Or approved equal.

PART 2 - PRODUCTS

2.1 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. BWD 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: $((3 \times D) + 2) \times 4$
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 02642CORPORATION STOPSPART 1 - GENERAL1.1 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.

1.2 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.
- C. Acceptable Manufacturers:
 - 1. A.Y. McDonald Mfg. Co.
 - 2. Ford
 - 3. Mueller Co.

PART 2 - PRODUCTS2.1 MATERIALS

- A. Constructed of brass, "lead free".
- B. Outlet shall have compression Copper Pipe Pack Joint (CPPJ) connection.
- C. Inlet shall have AWWA/CC taper.
- D. Working pressure shall be a minimum of 300 psi.
- E. Stop and waste valves are not acceptable.
- F. Open Left
- G. Buna-N Seals and O-Rings
- H. Ball valve style

PART 3 - EXECUTION3.1 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 02643CURB STOPSPART 1 - GENERAL1.1 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.

1.2 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. Ford (B44)
 - 2. A Y McDonald
 - 3. or approved equal

PART 2 - PRODUCTS2.1 PRODUCT CONSTRUCTION

- A. Ball style valve conforming to AWWA C 800. Valve shall have solid one-piece tee head and stem, dual o-rings in the stem, coated brass ball with no metal-to-metal contact, ring lock to lock stem solidly into the body and non-directional seats to support the valve and assure watertight.
- B. Constructed of "Lead free" brass in compliance with NSF 61 Annex G and Safe Drinking Water Act Section 1417. 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.
- C. Inlet and outlet shall be copper packed pipe joint (CPPJ) type or approved restrained grip joint.
- D. Working pressure of 300 psi shall be required.

PART 3 - EXECUTION3.1 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 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.
- C. Related Work Specified Elsewhere:
 - 1. Excavation and backfill, pavement, dewatering, borrow and bedding are specified in this Division.

1.2 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.

1.3 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 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 02645CURB BOXESPART 1 - GENERAL1.1 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.

1.2 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. Quality Water Products.
 - 3. Mueller Co.
 - 4. Hayes Manufacturing Co.
 - 5. Or equivalent.

PART 2 - PRODUCTS2.1 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 - EXECUTION3.1 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 02646VALVE BOXESPART 1 - GENERAL1.1 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.

1.2 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. Mueller
 - 3. Quality Water Products
 - 4. Or Equivalent

PART 2 - PRODUCTS2.1 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. Covers shall be drop-type with pick holes for easy removal.
- C. Belled base section.
- D. Bottom section shall 36" minimum, 26" top section.

PART 3 - EXECUTION3.1 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 02648

TAPPING SLEEVES & VALVES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install tapping sleeves and valves of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

1.2 QUALITY ASSURANCE

- A. Tapping Valves: Shall meet the requirements of Section 02641. Valves shall be mechanical joint inlet and outlet.
- B. Tapping Sleeves: Shall be full circumferential seal, heavy duty all stainless steel sleeve with triangular sidebar lugs and removeable stainless steel bolts.
- C. Acceptable Manufacturers:
 1. Romac Industries, Inc.
 2. JCM Industries
 3. Smith-Blair
 4. Ford Meter Box Company
 5. Or approved equivalent.

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the applicable section of Division 1 and the General Conditions of the Construction Contract.
- B. Submit manufacturers product data and installation instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Valves: Shall be resilient wedge gate valve with mechanical joint inlet by mechanical joint outlet with non-rising stem as specified in Section 02641.
- B. Tapping Sleeves:
 1. Shall be suitable for use on cast iron, ductile iron, PVC or AC as applicable.
 2. NSF-61 certified. (Not required if not potable water application)
 3. Shell & Sidebar lugs – heavy gauge type 304 or 304L stainless steel, full GMAW and GTAW welds, full chemical passivation of all welds for corrosion resistance.
 4. Outlet – Full type 304 stainless steel outlet, mechanical joint (AWWA C-111/ANSI 21.11) to mate with standard mechanical joint gate valve.
 5. Test Plug – provide ¾” test plug in outlet neck to allow pressure testing of sleeve before tapping.
 6. Nuts and Bolts – Type 304 stainless steel, coated to prevent galling.
 7. Working pressure: 4”–12” @ 250 psi, 14”–24” @ 200 psi, 26”–30” @ 150 psi.
- C. Gasket: Virgin Neoprene (SBR) or Buna-N (NBR) type full circumferential gasket suitable for potable water.
- D. Valve Boxes: As specified in Section 02646.

- E. Acceptable Manufacturers:
 - 1. Romac SST III -MJ.
 - 2. JCM Model 439.
 - 3. Smith-Blair Model 665 w/ MJ outlet.
 - 4. Ford FTSS w/ MJ outlet.
 - 5. Or approved equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Tapping Sleeve and Valve:
 - 1. Confirm the outside diameter of the pipe matches the range specified for the tapping sleeve.
 - 2. Thoroughly clean and disinfect the exterior pipe surface. A suitable NSF approved lubricant should be used on rough surface pipe to assure proper seal.
 - 3. Outlet shall be set horizontally, and sleeve shall be squarely centered on the main to be tapped. Confirm that the valve is in proper alignment by checking the distance between flange faces on all sides is equal.
 - 4. Support shall be provided under the sleeve and valve during the tapping operation.
 - 5. Pressure test the tapping sleeve before installing the tap.
 - 6. Thrust blocks shall be provided under and behind all tapping sleeves.
 - 7. After completing the tap, the valve shall be flushed to ensure the valve seat is clean.
 - 8. Boxes shall be set vertically and adequately supported squarely over the operating nut.
- B. Installation shall be made under pressure and tapping machine shall be furnished by a Specialty Contractor with a minimum of 5-years of experience installing similar sized pressurized taps.

3.2 ADJUSTING

- A. Valve Boxes: Top of valve box shall be adjusted to be flush with final grade.

END OF SECTION

SECTION 02649TRACER WIREPART 1 - GENERAL1.1 DESCRIPTION

- A. Install electrically continuous tracer wire with access points as described herein to be used for locating non-metallic pipe with an electronic pipe locator after installation.

1.2 SUBMITTALS

- A. Manufacturer's materials specifications

1.3 QUALITY ASSURANCE

- A. All system components specified herein shall be furnished by a single Manufacturer who regularly engages in the production of this type of equipment. The Manufacturer shall be responsible for the performance and warranty of the entire system provided under this section.
- B. Qualifications of Manufacturers: The Manufacturer shall have a minimum of 10 years of experience in the design and manufacture of the specified systems.
- C. Acceptable Manufacturers:
 - 1. Copperhead Industries
 - 2. Seton
 - 3. Or equivalent
- D. Project Design: Attention is directed to the fact that the Drawings are based on Copperhead Industries as listed in this Section.

1.4 PROJECT CONDITIONS

- A. Service Laterals on public property - Trace wire must terminate at an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- B. Service Laterals on private property - Trace wire must terminate at an approved above-ground trace wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground trace wire access box, located within 2 linear feet of the building being served by the utility.
- C. Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- D. Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Tracer wire for open trench installations shall be 10-gauge minimum copper clad steel wire (CCS) with thermoplastic insulation recommended for direct burial (Copperhead #1030-HS or equal).
- B. Tracer wire for horizontal directional drill installations shall be 8-gauge minimum extra-high strength (1,700 lb. yield strength) CCS with 45 mil HDPE insulating jacket and 30 Volt maximum rating (Copperhead SoloShot 845-EHS or equal).
- C. Tracer wire for pipe bursting/slip lining installation shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load and minimum 50 mil HDPE insulating jacket (Copperhead #PBX-50 or equal).
- D. All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (Copperhead #LCS1030 or equal). At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative. Wire connectors shall be watertight and provide electrical continuity.
- E. Direct bury wire connectors shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion, and shall be installed in a manner so as to prevent any uninsulated wire exposure (Copperhead #3WB-01 or equal).
- F. Tracer wire color shall be blue for all water construction
- G. Tracer wire access boxes or test stations shall be heavy duty in-ground boxes with cast iron lids color coded to identify use. Non-Roadway access boxes shall be light-duty grade level boxes (Copperhead # LD14*TP or equal). Concrete/Driveway boxes shall be standard grade level boxes (Copperhead #CD14*TP 14" or equal). Fire hydrant access boxes shall be above ground two terminal boxes with 1" conduit (Copperhead Cobra #T3-75-F or equal).
- H. Trace wire must be properly grounded at all dead ends/stubs. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20-feet of #14 red HDPE insulated copper clad steel wire connected to anode (minimum 0.5 lb.) specifically manufactured for this purpose, and buried at the same elevation as the utility (Copperhead #ANO-14 or equal).

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. Tracer wire shall be installed on HDPE mains, laterals and services. The wire shall be installed in such a manner as to be able to properly trace all water mains without loss or deterioration of signal or without the transmitted signal migrating off the tracer wire.
- B. Trace wire shall be installed in the same trench for open trench installation, inside bored holes if horizontal directional drilling and inside casing if cased pipe installation for all non-metallic pipelines. It shall be secured to the pipe as required to ensure that the wire remains adjacent to the pipe. The trace wire shall be securely

bonded together at all wire joints with an approved watertight connector to provide electrical continuity, and it shall be accessible at all new water valve boxes.

- C. At all valve box connections, tracer wire shall be installed inside the valve box with tracer wire clips to hold the tracer wire to one side to avoid interference when valve wrench is used. Tracer wire clips shall be Vait Products Gate Valve Box Tracer Wire Clips or approved equal.
- D. At all hydrant connections, tracer wire shall be installed inside a magnetized tracer box directly adjacent to the hydrant. Tracer boxes shall be heavy duty cast lid boxes with 5-inch top flange and color-coded lid to match utility located. Lids shall be directly connected to tracer wire and not require removal of the lid for connection of locator device. Tracer boxes shall be Copperhead SnakePit Roadway Boxes or approved equal.
- E. At the point of connection between cast or ductile iron water mains, with any non-iron water main, the tracer wire shall be properly connected to the iron pipe with a cad weld or approved equivalent. Tracer wire welds shall be completely sealed with the use of an approved mastic type sealer specifically manufactured for underground use. Mastic shall be applied in a thick coat a minimum of ½-inches thick and shall be protected from contamination by the backfill material with the use of a plastic membrane.
- F. Tracer wire shall be laid flat and securely affixed to the pipe at 10 foot intervals. The wire shall be protected from damage during the execution of the works. No breaks or cuts in the tracer wire or tracer wire insulation shall be permitted. At water service saddles, the tracer wire shall not be allowed to be placed between the saddle and the water main. Except for approved spliced-in connections, tracer wire shall be continuous and without splices from valve box to valve box.
- G. At all non-metallic pipe ends, a minimum, of 6 feet of tracer wire shall be extended beyond the end of the pipe, coiled and secured for future connections. The end of the tracer wire shall be spliced to the wire of a six-pound magnesium or zinc anode and is to be buried at the same elevations as the water main.
- H. For horizontal directional drilling, auguring or boring installations, two tracer wires shall be installed with the pipe and connected to the tracer wire at both ends, or cad welded to the existing iron pipe at both ends.
- I. Spliced connections between the main line tracer wire and branch connection tracer wire shall only be allowed at water main tees, crosses or at iron or copper water services where a portion of the branch connection water main or water service is replaced with a non-iron or non-copper material. The branch connection tracer wire shall be a single tracer wire properly spliced to the main line tracer wire. Where the existing branch connection is neither iron nor copper, then the new branch connection tracer wire shall be properly spliced to the existing tracer wire on the branch connection.
- J. At all repair locations where there is existing tracer wire, the tracer wire shall be properly reconnected and spliced as outlined above.

3.2 TERMINATION/ACCESS

- A. All tracer wire termination points shall utilize an approved tracer wire access box specifically manufactured for this purpose.
- B. All grade-level/in-ground boxes shall be properly identified with “sewer” or “water”

cast into the cap and color coded.

- C. A minimum of 2 feet of excess/slack wire is required at all tracer wire access boxes after meeting final elevation.
- D. All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminals for the tracer wire connection and the terminal for the grounding anode wire connection.
- E. A drive-in grounding anode rod is required at each termination/access point installed at pipe elevation. Anode rod shall have factory applied grounding anode wire for connection to access box. Grounding anode wire shall be connected to the identified terminal on all access boxes.

3.3 TESTING REQUIREMENTS

- A. Contractor shall perform a continuity test on all trace wire in the presence of the Engineer or the Engineers' representative. If the trace wire is found to be not continuous after testing, Contractor shall repair or replace the failed segment of the wire.

3.4 MEASUREMENT

- A. There is no separate payment for the supply and installation of tracer wire on any construction or installation of non-ductile iron water main by the Contractor. The Contractor shall consider the supply and installation of the tracer wire incidental to all construction of non-ductile mains.

END OF SECTION

SECTION 02650

BURIED UTILITY MARKINGS

PART 1 - GENERAL

1.1 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.
- B. Related Work Specified Elsewhere:
 - 1. Pipe, excavation, backfill, and insulation are specified in the appropriate Sections in this Division.

PART 2 - PRODUCTS

2.1 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 DESCRIPTION

- A. Furnish and install couplings and connectors of the type and size in the location shown on the Drawings and as specified herein.

1.2 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 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:
 - 1. 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 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.

1.2 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.

1.3 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 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 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cast-In-Place Concrete indicated on the Contract Drawings
- B. Formwork
- C. Concrete testing

1.2 RELATED SECTIONS

- A. Section 02615 – Ductile Iron Pipe and Fittings

1.3 REFERENCES

- A. This section contains references that are applicable to this Specification Section. The applicable edition of the indicated references shall be the version that was the most current at the time of the Advertisement of Bids. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, whether or not the document has been superseded by a version with a later date, discontinued, or replaced.
- B. ACI 117/117M – Specifications for Tolerances for Concrete Construction and Materials and Commentary
- C. ACI 301/301M - Specifications for Structural Concrete
- D. ACI 304.2R - Guide to Placing Concrete by Pumping Methods
- E. ACI 306.1 - Standard Specification for Cold Weather Concreting
- F. ACI 306R – Guide to Cold Weather Concreting
- G. ACI 308.1/308.1M - Specification for Curing Concrete
- H. ACI 347R - Guide to Formwork for Concrete
- I. ACI 350/350M - Code Requirements for Environmental Engineering Concrete Structures
- J. ACI SP-066 – ACI Detailing Manual
- K. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field
- L. ASTM C33/C33M - Standard Specification for Concrete Aggregates
- M. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- N. ASTM C40 – Standard Test Method for Organic Impurities in Fine Aggregates for Concrete
- O. ASTM C42/C42M - Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- P. ASTM C88 – Standard Test Method for Soundness of Aggregates by Use of Sodium

Sulfate or Magnesium Sulfate

- Q. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete
- R. ASTM C131/C131M – Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- S. ASTM C150/C150M - Standard Specification for Portland Cement
- T. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete
- U. ASTM C172 - Practice for Sampling Freshly Mixed Concrete
- V. ASTM C231 - Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- W. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete
- X. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete
- Y. ASTM C535 – Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- Z. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
- AA. ASTM E329 – Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301/301M, ACI 117/117M ACI 306.1 and ACI 308.1/308.1M, except as modified here-in.
- B. All curing, finishing and repair materials shall meet all Federal and State regulations pertaining to Volatile Organic Compounds (VOC) Compliance.

1.5 QUALIFICATIONS OF INDEPENDENT TESTING LABORATORY

- A. Independent Testing Laboratory shall conform to concrete testing requirements of ASTM C1077 and ASTM E329.
- B. Key personnel must be qualified and experienced in concrete quality assurance.
- C. Perform concrete field quality control testing with personnel certified as an ACI Concrete Field-Testing Technician, Grade 1 according to the American Concrete Institute (ACI).

1.6 SUBMITTALS

- A. Submit Concrete Mix designs including field performance test results which meet the criteria specified in ACI 301, Section 4. Mix design shall include:
 - 1. Proportions for all ingredients, 28-day design compressive strength, water to cementitious materials ratio, admixture dosages, slump, and air content.
 - 2. Cement Manufacturer's Certificates of conformance with ASTM C150 taken during the last 90 days.
 - 3. Supplementary Cementitious Materials: Source and test reports with certificates of conformance with ASTM C618 for fly ash and ASTM C989/C989M for slag cement for actual material to be used in the Work taken during the last 90 days.

4. Aggregate: data not older than 90 days, except test data for soundness, abrasion, alkali reactivity – not older than 12 months. Fine and coarse aggregate data shall include:
 - a. Sources
 - b. Specific Gravity
 - c. Sieve analyses per ASTM C33/C33M, including fineness modulus of fine aggregate
 - d. Organic impurities for fine aggregate per ASTM C40
 - e. Potential alkali reactivity (except not required if a cement containing less than 0.60% alkalis is used, per ASTM C33/C33M), per ASTM C1260, ASTM C1293, or ASTM C1567
 - f. Soundness per ASTM C88
 - g. Abrasion for coarse aggregate per ASTM C131/C131M and ASTM C535
5. Product data and material safety data sheets for concrete admixtures.
6. Test reports by testing agencies meeting ASTM E329:
 - a. Field test data used to determine the standard deviation used for establishing the required average design strength, and field test data documenting that the proposed concrete proportions will produce an average compressive strength equal or greater than the required average compressive strength, shall be from within the previous 12 months.
 - b. Laboratory trial batch data shall be from within the previous 24 months.
- B. Submit product data and material safety data sheets for concrete accessories.
- C. Submit sample concrete mix delivery slip that shall include the following information:
 1. Serial number of ticket
 2. Date and project location
 3. Name and location of ready mixed concrete plant
 4. Truck number, time loaded, cubic yards delivered
 5. Mixture design
 6. Quantities of admixtures, with brand names
 7. Quantities and types of cement, fly ash and/or slag
 8. Quantity of water including quantity of water withheld
 9. Quantities of fine and coarse aggregate including moisture content, nominal maximum aggregate size
 10. Quantity of water added subsequent to plant batching
 11. Unloading time and location
- D. Submit methods to be used to protect the concrete during hot weather placements. The Engineer's review shall be for information only as the Contractor is responsible for the means and methods of protection of concrete placed during hot weather.
- E. Submit product data and material safety data sheets for curing compounds, floor sealers and floor hardeners. Indicate the intended use and location for all products.
- F. Submit product data and material safety data sheets for repair materials. Indicate the intended use and location for all products.
- G. Submit curing methods.
- H. Independent Testing Laboratory will submit one copy each of all test reports to each

of the following: Engineer, Resident Project Representative, Contractor and concrete supplier. Reports shall indicate the following information:

Project Name	Air content
Placement Location	Cure box min/max temps
General Contractor	Cylinder Nos
Concrete supplier	Cylinder weights
Technician	Date of breaks
Date cast	Break type
Date picked up	Break load
Design strength	Break strength
Air temp	Truck Arrival Time
Concrete temp	Truck Unload Time
Lab/Field cured	Cylinder size
Final slump	

- I. Independent Testing Laboratory will submit reports within 5 days of testing or inspection.
- J. Independent Testing Laboratory will telephone the Engineer within 24 hours if tests indicate deficiencies.

PART 2 - PRODUCTS

2.1 Cast-in-place concrete

A. Concrete Materials:

1. Portland cement: ASTM C150/C150M; Type II. Cement shall be furnished from one source during the project.
2. Blended cements: ASTM C595/595M. Do not use blended cements conforming to ASTM C595/595M if they contain cements conforming to ASTM C1157/C1157M.
3. Supplementary Cementitious Materials:
 - a. Ground Granulated Blast Furnace Slag: ASTM C989 - Grade 100 or 120.
 - b. Silica Fume: ASTM C1240
 - c. Fly Ash: ASTM C618 - Type F
4. Aggregates:
 - a. Prohibited: crushed hydraulic cement concrete for aggregate.
 - b. Fine aggregate shall consist of washed inert natural sand, free from mineral or other coatings, soft particles, clay, loam, organic or other deleterious materials conforming to the requirements of ASTM C33/C33M and the following requirements:

SIEVE NO.	PERCENT PASSING
4	95 to 100
8	80 to 100
16	50 to 85
30	25 to 60

50	5 to 30
100	0 to 10

The Fineness Modulus shall be between 2.3 to 3.1. The percentage retained between any two consecutive sieves shall not exceed 45%. Color of supernatant liquid above test sample tested in accordance with ASTM C40 shall not be darker than organic plate No. 3.

- c. Coarse aggregate shall consist of a well graded crushed stone or a washed gravel conforming to the requirements of ASTM C33/C33M and the following requirements:

SIEVE	PERCENT PASSING			
	NO. 8 (3/8")	NO. 67 (3/4")	NO. 57 (1")	NO. 467 (1 1/2")
1-1/2 inch	-	-	100	95-100
1 inch	-	100	95-100	-
3/4 inch	-	90-100	-	35-70
1/2 inch	100	-	25-60	-
3/8 inch	85-100	20-55	-	10-30
No. 4	10-30	0-10	0-10	0-5
No. 8	0-10	0-5	0-5	-
No. 16	0-5	-	-	-
No. 50	-	-	-	-

The limits of deleterious substances and physical property requirements shall be listed in ASTM C33/C33M, Table 4, for severe weathering regions.

- d. Aggregate reactivity testing:
- Perform testing on the aggregate in accordance with ASTM C1260 (Rapid Mortar-Bar Test).
- e. Do not use aggregate having a 14 day expansion greater than 0.10% (considered potentially reactive), except if additional testing is performed as follows:
- ASTM C1567 (Accelerated Mortar-Bar Test): The 14 day expansion is not greater than 0.10%, or if tested per
 - ASTM C1293 (Concrete Prism Test): The 2-year expansion of concrete prisms is not greater than 0.04%,
 - Cement containing less than 0.60% alkalis is used per ASTM C33/C33M
- f. Evidence of a satisfactory service record in lieu of testing for alkali reactivity is not permitted.
5. Water: Potable from municipal water supply or shall meet the requirements of ASTM C1602. Admixtures:
- Low Range Water Reducer: MasterPozzolith 210 by BASF; WRDA with HYCOL by W.R. Grace & Company; or equivalent meeting ASTM C494 Type A.

2. High Range Water Reducer (superplasticiser): MasterRheobuild 1000 or MasterGlenium 3030 by BASF; Daracem 100 or ADVA 140M by W.R. Grace & Company; or equivalent meeting ASTM C494 Type F.
 3. Water reducing-retarding agents: for use when ambient temperature is above 70°F, replace water reducing agent in whole or in part with water reducing-retarding agent meeting ASTM C494 Type D. Use amounts to produce concrete with a set time equal to that at 70°F without the retarder.
 4. Air entraining agent: MasterAir AE 200 by BASF, DAREX II AEA by W.R. Grace & Company; or equivalent meeting ASTM C260.
 5. Non-corrosive non-chloride accelerator: MasterSet FP 20 by BASF; PolarSet by W. R. Grace; or equivalent meeting ASTM C494 Type C or E.
 6. Not permitted: Calcium chloride, thiocyanates or admixtures containing chloride ions.
 7. All admixtures used for each mix design shall be from one common manufacturer.
- C. Concrete Mix Design
1. Concrete Class:
 - a. Class B: Concrete Fill, Conduit and Pipe Encasements
 2. Mix Design:
 - a. Class B: $f'c = 3,000$ psi, max w/cm = 0.50
 3. Maximum nominal aggregate size:
 - a. Coarse aggregate shall conform to the grading given in Table 2 of ASTM C33/C33M for sizes (i.e., nominal maximum aggregate sizes) No. 67 (3/4") and No. 8 (3/8").
 - b. Class B: No. 8 (3/8")
 - c. Concrete Fill:
 - i. 1/2": minimum thickness less than 2 1/4 inches and fills screeded into place by process equipment,
 - ii. 3/4": minimum thickness from 2 1/4 inches to less than 6 inches,
 - iii. 1 1/2": minimum thickness of 6 inches or greater
 4. Air entrainment:
 - a. All concrete, except as noted below, shall be air entrained in accordance with the nominal maximum aggregate size, with a tolerance of plus or minus 1.5%:
 - b. No. 8 (3/8") – 7.5%
 5. Cement: The proposed mix design shall contain cementitious materials in the following proportions:
 - a. Portland Cement - No less than 75% of the total by weight.
 - b. Ground Granulated Blast Furnace Slag - No greater than 25% of the total by weight.
 - c. Fly Ash - No greater than 15% of the total by weight.
 6. The slump shall be 3" with a 1" plus or minus tolerance at the point of delivery, without use of a high range water reducer. When a high range water reducer is used, the slump shall be as stated above before it is added, and a maximum of 8" at the point of delivery after it is added.

7. Water:
 - a. The amount of water carried on the aggregate and the effect of admixtures is included in the water content. Provide that water carried on the aggregate is determined periodically by test and the amount of free water on the aggregate is subtracted from water added to the mixture.
 - b. Maximum amount of water: that required to produce a plastic mixture of the strength and water to cementitious materials ratio specified and the required density, uniformity and workability. Consistency of the mixture: that required for the specific placing conditions and methods.
8. High Range Water Reducing admixtures shall be used for all concrete to be pumped or with a specified water/cement ratio below 0.50. High range water reducer shall be added either at the concrete batch plant or on site to obtain the slumps as indicated above.
9. Concrete shall be furnished from one supplier and batch plant during the project.
10. The Concrete producer shall select the concrete mix proportions on the basis of past field performance or the use of trial mixes, both in accordance with ACI 301, Section 4, "Concrete Mixtures".

2.2 CURING MATERIALS

- A. Curing and Sealing Compound:
 1. Conform to ASTM C309 Type 1 Class B.
 2. Acceptable products:
 - a. Harris Emulsion Kurseal 309 by A.H. Harris & Sons, Inc.
 - b. Aqua-Cure VOX by Euclid Chemical Company
 - c. Starseal EF Cure by Vexcon Chemicals
 - d. Or equivalent.
- B. Curing/Hardening Compound:
 1. Sodium Silicate Type
 2. Acceptable products:
 - a. Eucosil by Euclid Chemical Company
 - b. Harris AsSuper KurHard by A.H. Harris & Sons, Inc.
 - c. Or equivalent.
- C. Curing, Sealing and Hardening Compound:
 1. Acrylic water based compound
 2. Acceptable products:
 - a. Ashford Formula by Curecrete
 - b. Starseal EF Medium Gloss by Vexcon Chemicals
 - c. Harris Super Kurseal 800 Emulsion by A.H. Harris
 - d. Or equivalent.

2.3 STORAGE OF MATERIALS

- A. Protect materials from ground and the elements.
- B. Maintain cement in dry condition.

- C. Remove defective materials from site. Do not store on site.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Conform to ACI 301.
- B. Earth forms are permitted for below grade thrust blocks with approval by Engineer.

3.2 EMBEDDED ITEMS

- A. Contractor shall coordinate the installation and securing of all embedded items.
- B. Contractor shall coordinate layout of galvanized angle bracing for water main from bends to caps prior to installation.
 - 1. Cast in place thrust blocks shall encapsulate galvanized braces where shown on the drawings.

3.3 PLACING CONCRETE

- A. Notify Engineer and Independent Testing Laboratory 24 hours' minimum prior to each placement.
- B. All concrete delivery trucks at each placement shall be tested for slump and air content.
- C. Assure placement and proper location of all embedded items.
- D. Provide concrete Delivery Slip prepared at batch plant with each truck load of concrete showing the information listed under Submittals in this Section.
- E. Water: additional water added to the mix shall be carefully monitored as follows:
 - 1. Residual, wash, and/or other water in drums: completely discharged prior to concrete batching (drums backed out).
 - 2. Slump adjustment: additional water shall not be added from the time of batching to the point of delivery at the Project site.
 - 3. Water added after arrival at Project site: accurately metered and recorded on the delivery ticket. The amount of water withheld from batching shall be clearly indicated on the delivery slip. The total water added at the site shall include water added for the truck and water added to the drum from any initial washdown.
- F. Place concrete from mixing truck to final location quickly and without segregation.
- G. Place all concrete from the delivery truck within 90 minutes of addition of water to cement, or cement to aggregate, whichever occurs first. When air temperature is 90°F and above, this time shall be reduced to 60 minutes. These times may be exceeded only upon review with no exceptions taken by the Engineer, and only if all tests for air content, slump and temperature are also within specified limits.
- H. Standing water shall be removed from all forms (except as permitted during hot weather placements) and excavations and the Work shall be kept dry during concrete placement. No water shall be thrown on, allowed to flow over, or rise upon the concrete until it is thoroughly set.
- I. Concrete truck chute shall conform to the following:

1. Minimum slope: 3 horizontal to 1 vertical. Maximum slope: 2 horizontal to 1 vertical. Between these limits the chute slope shall be such to ensure continuous flow without segregation.
 2. Provide baffle at end of chute to prevent segregation. If the end of the chute is more than 3 feet above the surface of deposit, a spout is to be used. The spout is to be kept full of concrete with the end kept as near as practical to the surface of the deposit.
 3. The chute shall be steel or steel-lined. Aluminum chutes are not permitted. Sections of the chute shall have the same slope throughout.
 4. The chute is to be thoroughly flushed with water before and after each use with the water discharged outside the forms.
- J. Freefall from concrete truck discharge chute, pump hose and hopper hose: 4 feet maximum.
- K. Concrete placements shall be carried out in a continuous operation until the placement of the entire section between construction joints is complete. Place against plastic concrete only.
- L. Do not place partially hardened concrete. Re-tempering is not permitted.
- M. Compacting and vibrating concrete:
1. Concrete may be deposited in one or multiple layers. Consolidate each layer by mechanical internal vibrating equipment supplemented by hand spading, rodding, and tamping as required. The depth of each layer shall not exceed the smaller of 20 inches and the depth that can be properly vibrated with the equipment used. When deposited in multiple layers, the vibrator shall penetrate the preceding layer approximately 6 inches to blend layers. Ensure that initial setting of the previous layer doesn't occur prior to placement of subsequent layer.
 2. Do not use vibrator to move fresh concrete within the forms. Insert vibrator at approximately 18 inch intervals, and over-vibration resulting in segregation shall be prevented.
 3. Concrete shall be thoroughly consolidated around embedded items and into corners of forms.
 4. Vibratory screeds are acceptable for slabs up to 8 inches thick, however internal vibration is required in areas of load-transfer dowels and electrical conduit. Internal vibration is required for slabs thicker than 8 inches.
- N. Placing concrete in cold weather:
1. Conform to ACI 306.1 for concrete placements in cold weather as defined below. When freezing temperatures may occur during periods not defined as cold weather, concrete surfaces shall be protected against freezing for at least the first 24 hours after placement.
 2. Cold Weather:
 - a. Cold weather is defined as any and all periods when for more than three consecutive days the average daily outdoor temperature drops below 40°F. (The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight.) When

- temperatures higher than 50°F occur during more than half of any 24-hour duration, the period shall not be regarded as cold weather.
- b. When freezing temperatures may occur during periods not defined as cold weather, concrete surfaces shall be protected against freezing for at least the first 24 hours after placing.
3. Concrete shall conform to the following temperature limitations when delivered to the project site:

		Concrete Thickness			
Item	Air Temperature	Less than 12 in	12-36 in	36-72 in	Greater than 72 in
Minimum concrete temperature as placed and maintained					
1	--	55°F	50°F	45°F	40°F
Minimum concrete temperature as mixed for indicated air temperature					
2	Above 30°F	60°F	55°F	50°F	45°F
3	0 to 30°F	65°F	60°F	55°F	50°F
4	Below 0°F	70°F	65°F	60°F	55°F

4. The concrete mixing temperature shall not be higher than the minimum concrete placement temperature (Items 2-4 in the table above) by more than 15°F.
 5. An Accelerator may be used in the mix design when placing concrete in air temperatures below 50°F.
 6. All material and equipment required for cold weather placement, protection and curing shall be available at the project site before commencing concrete placement.
 7. Any enclosure for weather and climate protection shall be in place before depositing any concrete. Heating within the enclosure shall maintain the temperature specified with a reasonable degree of uniformity in all parts of the enclosure. All exposed concrete surfaces within the enclosure shall be kept sufficiently moist to prevent drying. Heating appliances shall not be placed in a manner so as to damage the enclosure, forms, supports, or expose any area of concrete to drying out or to excessive temperatures.
 8. All snow, ice and frost shall be removed from the surfaces against which the concrete is to be placed including subgrade.
 9. Do not place concrete on frozen ground. Insulate or heat subgrade to ensure temperature of subgrade material is above 32°F when concrete is placed.
 10. All embedded items having a cross sectional area of 1.00 square inches or greater shall be at a temperature not less than 10°F at time of concrete placement.
 11. Cover, insulate and/or heat as required to protect concrete and provide frost protection beneath structure. Thermal protection shall be provided immediately after concrete placement. Except when supplemental heat is provided, the R-value of the insulation shall be per the recommendations of Chapter 9 of ACI 306R.
- O. Placing concrete in hot weather:

1. Hot Weather: Job-site conditions that accelerate the rate of moisture loss or rate of cement hydration of freshly mixed concrete, including an ambient temperature of 80°F or higher, and an evaporation rate that exceeds 1 kg/m²/h.
 2. Temperature of concrete when placed shall not exceed 90°F. When the air temperature is 90°F and above, procedures to cool mixture ingredients shall be employed. These include:
 - a. Providing shaded storage for aggregate,
 - b. Frequent sprinkling or fog spraying of coarse aggregate,
 - c. Using chilled batch water and/or ice.
 3. Forms shall be sprinkled with cold water just prior to concrete placement. When possible, placement of slabs should be scheduled accordingly in order to minimize problems associated with direct sunlight and/or drying winds.
- P. Pumping: The inside diameter of pipes and hoses used to convey the concrete shall be a minimum of three times the maximum size aggregate of the mixture. In order to minimize altering the concrete properties, long vertical sections at the end of the pump line is prohibited. A horizontal hose run, a hose loop, or a slide gate at the end of the hose is to be used to reduce loss of entrained air.
- Q. Thoroughly moisten subgrade materials prior to placing slabs on grade.
- R. Provide concrete pads and foundations for all equipment as shown on Drawings or as required by the equipment manufacturer. Set anchor bolts for equipment with templates at correct elevations using manufacturer's shop drawings reviewed by the Engineer with no exceptions taken unless otherwise indicated. All equipment pads shall be sized by the Contractor and equipment supplier.
- S. Contractor shall coordinate concrete truck wash-out area with Owner.

3.4 TESTING CAST-IN-PLACE CONCRETE

- A. An Independent Testing Laboratory, selected and paid for by the Owner and directed by the Engineer and/or Resident Project Representative, shall test and sample Class A concrete for strength, slump and air content as indicated herein.
- B. The General Contractor shall notify the Independent Testing Laboratory of proposed upcoming concrete placements as follows.
1. The General Contractor shall notify the Testing Laboratory of proposed concrete placements on a weekly basis.
 2. The General Contractor shall notify the Testing Laboratory of specific placements a minimum of 24 hours in advance.
- C. Obtain 8 test cylinders measuring 4"Ø x 8" for each class of concrete placed in any one day at the following frequency:
1. For each 100 cubic yards of placed concrete, or
 2. For each placement less than 100 cubic yards
- D. Concrete cylinders shall be tested as follows:
1. 4" Ø x 8" cylinders:
 - a. Test 3 cylinders at 7 days; three cylinders at 28 days.
 - b. Hold two cylinders for later testing (if required)
- E. Perform slump tests and air entrainment tests at the project site on each truck and at each sampling. Perform slump and air entrainment tests for each condition if

applicable:

1. Before addition of high range water reducer (when the high range water reducer is added on site instead of the batch plant)
 2. After addition of additional mix water withheld at the batch plant (when the high range water reducer is added on site)
 3. After addition of high range water reducer (all concrete).
- F. Sample concrete for testing of air and slump at the discharge end of the truck. When concrete is pumped, concrete taken for test cylinders shall be at the discharge end of the pump hose. All concrete sampled for testing shall be taken from the beginning of the concrete truck discharge. No concrete shall be placed until the testing is complete. All concrete sampled for casting of cylinders shall be taken from the middle third of the concrete truck discharge.
- G. Perform strength, slump and air entrainment tests at other times when directed by the Resident Project Representative.
- H. Additional testing and sampling required as a result of deficient results or improper curing shall be paid for by Owner. The cost of resampling and retesting will be determined by Engineer, and Owner will invoice Contractor for this cost. If unpaid after 60 days, this invoice amount will be deducted from the Contract Price.
- I. Contractor shall provide and maintain an insulated, heated concrete cylinder curing box, 4 foot square minimum, with a min.-max. thermometer and maintain the temperature between 60°F and 80°F. Contractor to coordinate the location and specific details of the curing box with the Resident Project Representative and Independent Testing Laboratory.
- J. Contractor shall provide access to the site at all times for the Independent Testing Laboratory Personnel.
- K. Additional concrete tests:
1. Independent Testing Laboratory shall provide additional testing of in-place concrete that does not comply with the requirements of the Contract Documents or is considered substandard as directed by Engineer. Additional tests may consist of non-destructive testing, cores drilled from the area in question or load tests. Costs of additional testing will be paid by Owner. The cost of the additional testing will be determined by Engineer and Owner will invoice Contractor for that cost. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price.
 2. When the concrete strength is substandard as defined in this Section, concrete core specimens shall be obtained and tested from the affected area. A minimum of three (3) cores shall be taken for each sample in which the strength requirements were not met. The drilled cores shall be obtained and tested in conformance with ASTM C42. Engineer will determine the size and location of the required core samples.

3.5 CURING

- A. Curing: Curing shall begin immediately following the initial set of concrete or after slab surface finishing has been completed when it will not mar, erode or stain the concrete surface and shall continue after form removal. All concrete shall be cured to

attain strength and durability by one of the following methods for a minimum of seven consecutive days immediately after placement:

1. Moist Cure
 - a. Ponding or continuous sprinkling. Intermittent wetting and drying is not an acceptable curing method.
 - b. Application of curing blankets kept continuously wet.
 - c. Application of curing paper kept continuously wet. Use wet methods for the first 24 to 30 hours. Lap side joints 4 inches, and end joints 6 inches. Tape joints or weigh down paper to prevent displacement. Repair any and all tears during the curing period. Apply paper no earlier than 24 hours, and no later than 30 hours, after finishing. The slab surface shall be maintained in a wet condition beneath the paper at all times.
 - d. Contractor shall provide additional heat as required to maintain moist curing.
2. Application of concrete curing compounds.
 - a. For slabs, apply immediately following the disappearance of the surface water sheen after the final finishing pass. For formed concrete, apply immediately after form removal.
- B. Moisture loss from surfaces placed against wooden or metal forms exposed to heating by the sun shall be minimized by keeping the forms wet until they can be safely removed.
- C. After form removal of vertical elements, the concrete shall be cured as indicated for the balance of time remaining as specified above. All exposed concrete (tops of walls) within vertical forms shall begin moist curing within 24 hours of placement, regardless of the duration that the forms will remain in place.
- D. Cold Weather:
 1. Unless otherwise superseded by more stringent requirements within this Specification, conform to ACI 306.1 for placement of concrete in cold weather as defined in Part 3.6.
 2. Thermal protection must be provided immediately after concrete placement. Procedures for covering, insulating, housing and/or heating concrete shall be prearranged. Except when supplemental heat is provided, the R-value of the insulation shall be in accordance with the recommendations of Chapter 9 of ACI 306R.
 3. Concrete structures shall be covered, insulated and heated as required to prevent frost penetration beneath the structures.
 4. Maintain concrete at the following minimum temperature (measured at concrete surface) for a minimum protection period of 7 days:
 - a. Sections of less than 12 inch minimum dimension: 55°F
 - b. Sections of 12 to 36 inch minimum dimension: 50°F
 - c. Sections of 36 to 72 inch minimum dimension: 45°F
 - d. Sections greater than 72 in minimum dimension: 40°F
 5. Protect concrete from damage due to concentrated heat sources to minimize local carbonation of the concrete surfaces. Combustion heaters shall be located so they do not apply heat directly to the concrete surfaces.

6. For those surfaces requiring curing compounds, reapply curing compounds every two days during heating period or at greater frequencies as required by the manufacturer.
 7. The temperature shall be monitored at the surface of the concrete, including corners and edges, which are more vulnerable to low temperature. The concrete surface temperature shall be recorded a minimum of twice per each 24 hour period.
 8. Concrete shall be cooled gradually at the end of the protection period. The maximum allowable temperature drop at the concrete surfaces during the first 24 hours after the end of the curing period shall not exceed 5°F in any 1 hour and shall not exceed the following total gradual temperature drop in the first 24 hours:
 - a. Sections of less than 12 inch minimum dimension: 50°F
 - b. Sections of 12 to 36 inch minimum dimension: 40°F
 - c. Sections of 36 to 72 inch minimum dimension: 30°F
 - d. Sections greater than 72 in minimum dimension: 20°F
- E. Hot Weather:
1. Unless otherwise superseded by the requirements within this Specification, conform to ACI 308.1 for curing of concrete in hot weather as defined in Part 3.6.
 2. Protect concrete from plastic shrinkage cracking and rapid evaporation of water.
 3. Shade concrete from direct sun and protect from wind.

3.6 FAILURE TO MEET STRENGTH REQUIREMENTS

- A. The strength of the concrete in place will be considered substandard if any one of the following results occur: (Note: A strength test is defined as the average of three 4"Ø x 8" cylinders)
1. The average any three (3) consecutive strength tests at 28 days is less than the specified strength (f'c).
 2. More than 10 percent of the strength tests have strengths less than the specified strength (f'c).
 3. A compressive strength test result falls below the specified strength (f'c) by more than 500 psi.
- B. Concrete which fails to meet the strength requirements as outlined above will be reviewed by the Engineer. The Engineer will determine whether the substandard concrete will be accepted, rejected or additional tests performed.
- C. When substandard concrete occurs as defined in Part A, the Engineer will require corrective measures to be taken immediately in order to increase the average of subsequent strength tests. In addition, the Engineer may require cores drilled in the area of question in accordance with this Section. If the core tests are inconclusive or impractical to obtain, load tests may be required, and their results evaluated in accordance with ACI 318 Chapter 27. If the average of the three cores is less than 85% of the specified strength or if one core is less than 75% of the specified 28-day strength, then that portion of the structure shall be strengthened by a method proposed

by the Contractor and no exceptions taken by the Engineer or replaced by the Contractor at no additional cost to the Owner.

3.7 DEFECTIVE CONCRETE

- A. Concrete work will be considered deficient if it does not conform to strength and material durability requirements (including water-to-cementitious materials ratio), location, elevation, dimension, shape, alignments, and/or appearance as required in the Contract Documents. Specific examples of deficient concrete include (but are not limited to):
1. Concrete containing reinforcement that does not meet the requirements of the Contract Documents for size, quantity, strength, position, or arrangement.
 2. Concrete which differs from the required dimensions or locations in such a manner as to reduce the strength.
 3. Concrete surfaces not finished or cured in accordance with this Section.
 4. Concrete work in hot or cold weather that doesn't meet the requirements of the Contract Documents.
 5. Formed surfaces larger or smaller than specified dimensional tolerances. If the Engineer permits the Contractor to correct the error, such correction shall be as directed and in such a manner as to maintain the strength, function and appearance of the structure.
 6. Concrete members cast in the wrong location may be rejected and shall be removed at no additional cost to the Owner if the strength, appearance or function of the structure is adversely affected.
 7. Concrete exposed to view with defects which adversely affect the appearance of the specified finish shall be repaired. If, in the opinion of the Engineer, the defects cannot be repaired, the concrete may be accepted or rejected in accordance with the decision of the Engineer.
 8. Concrete work damaged from accidents, poor construction practices or fire.
- B. Any deficient concrete may be subject to rejection and replacement at no additional cost to the Owner if the Engineer deems necessary.

3.8 PROTECTION

- A. In addition to providing protection against hot and cold weather, provide the following additional protective measures for freshly placed concrete:
1. Protect concrete against vibration until concrete has attained 33% of its 28-day strength. Do not compact soil [drive piles or blast ledge] within 100 feet of freshly placed concrete until concrete has attained 33% of its 28-day strength.
 2. Protect concrete against premature loads until the concrete has been in place for 28 days and the design strength has been attained (unless otherwise indicated). Premature loads include but are not limited to:
 - a. Backfilling

END OF SECTION

2020 STANDARD DETAIL UPDATES

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

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
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	8/02/2021
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
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	6/10/2021
801(12)	Pedestrian Ramp Requirements	8/02/2021
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 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 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: $PF = [70 + (\text{Quality Level} * 0.33)] * 0.01$ ”

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: “

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 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

523.22 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 $\frac{1}{4}$ inch. The vertical centerline shall not be out of plumb by more than $\frac{1}{4}$ inch.**
- b. Longitudinal dimensions shall not vary from the design dimensions by more than $\frac{1}{4}$ inch per 10 feet of barrier section and shall not exceed $\frac{3}{4}$ inches per section.**
- c. Location of anchoring holes shall not vary by more than $\frac{1}{2}$ inch from the dimensions shown in the concrete barrier details on the Plans.**
- d. Surface straightness shall not vary more than $\frac{1}{4}$ 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:

	<u>Pay Item</u>	<u>Pay Unit</u>
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 ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 62.5 ft intervals or every tenth post on tangents and at approximately 31.25 ft intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left-hand delineators shall be yellow, and the right-hand delineators shall be silver/white. On two directional highways, the right-hand side shall be silver/white, and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Details. Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Modify guardrail will be paid for at the contract unit price per linear foot and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting guardrail terminals where required.

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

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

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

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

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.1301 31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302 31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303 31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304 31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305 31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306 31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each
606.1307 Bridge Transition (Asymmetrical) – Type IA	Each
606.1721 Bridge Transition - Type I	Each
606.1722 Bridge Transition - Type II	Each
606.1731 Bridge Connection - Type I	Each

606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	Linear Foot
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.259	Anchorage Assembly	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify	Linear Foot
606.362	Guardrail, Adjust	Linear Foot
606.365	Guardrail, Remove, Modify, and Reset	Linear Foot
606.366	Guardrail, Remove and Reset	Linear Foot
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 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.”

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.”

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 cellulosic 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

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.”

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 of 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 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
$\frac{3}{8}$ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

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

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

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

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

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

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

703.0201 Alkali Silica Reactive Aggregates All coarse and fine aggregates proposed for use in concrete shall be tested for Alkali Silica Reactivity (ASR) potential under AASHTO T 303 (ASTM C 1260), Accelerated Detection of Potentially Deleterious Expansion of Mortar Bars Due to Alkali-Silica Reaction, prior to being accepted for use. Acceptance will be based on testing performed by an accredited independent lab submitted to the Department. Aggregate submittals will be required on a 5-year cycle, unless the source or character of the aggregate in question has changed within 5 years from the last test date.

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

Acceptable pozzolans and chemical admixtures that may be used when an aggregate is classified as potentially reactive include, but are not limited to the following:

- Class F Coal Fly Ash meeting the requirements of AASHTO M 295
- Ground Granulated Blast Furnace Slag (Grade 100 or 120) meeting the requirements of AASHTO M 302
- Densified Silica Fume meeting the requirements of AASHTO M 307
- Lithium-based admixtures
- Metakaolin

Pozzolans or chemical admixtures required to offset the effects of potentially reactive aggregates will be incorporated into the concrete at no additional cost to the Department.

703.05 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
3/8 inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval 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 1/2 inch 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
1/2 inch	45-70	35-75
1/4 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 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 AWP 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 AWP approved species, or spruce, cedar, tamarack or other AWP 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 AWP 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 AWP 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 AWP U1, UC4A Commodity Specification B: Posts.

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

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

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

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

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

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

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

Ensure and maintain a working environment free of harassment, intimidations, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and to maintain a record of the organization's responses.

Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

Provide immediate written notification to the Department's Civil Rights Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under B above.

Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligation; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractor's and Subcontractors with whom the Contractor does or anticipates doing business.

Direct its recruitment efforts, both orally and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above describing the openings, screenings, procedures, and test to be used in the selection process.

Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of a Contractor's workforce.

Validate all tests and other selection requirements.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor's and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

For a more complete presentation of requirements for such Goals, see the federally required document "Goals for Employment of Females and Minorities" set forth in the next 6 pages below.

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

§60-4.2 Solicitations

- (d) The following notice shall be included in, and shall be part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action to Ensure Equal Opportunity (Executive Order 11246)

1. The Offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

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

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 (Androscoggin)	0.5%

6403 Portland, ME (Cumberland, Sagadahoc)	0.6%

Non-SMSA Counties:
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

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

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

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

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

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

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

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

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

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

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

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

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

D. Section '**D Disadvantaged Business Enterprise (DBE) Requirements**' is removed in its entirety. The DBE material is in:

Section 105.10 EQUAL OPPORTUNITY AND CIVIL RIGHTS.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a

prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" (expmmt.htm) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are

permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA's Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following “Required Contract Provisions, Federal Aid Construction Contracts”, FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Cargo Preference Act : Contractor and Subcontractor Clauses. “Use of United States-flag vessels: The contractor agrees—“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.”(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

The Cargo Preference Act requirements apply to materials or equipment that are acquired for a specific Federal-aid highway project. In general, the requirements are not applicable to goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project. However, if materials or equipment are acquired solely for a Federal-aid project, then the Cargo Preference Act requirements apply.”

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment,

termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability.

The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women.

Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even

though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a

different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination
Assurances

DOT Order No. 1050.2A

The **Maine Department of Transportation** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Federal-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The ***Maine Department of Transportation***, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the **Maine Department of Transportation** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA and USDOT** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA and USDOT**. You must keep records, reports, and submit the material for review upon request to **FHWA and USDOT**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The **Maine Department of Transportation** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Aid Highway Program**. This ASSURANCE is binding on **[insert State]**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Aid Highway Program**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

MAINE DEPARTMENT OF TRANSPORTATION
(Name of Recipient)

by 
Bruce A. Van Note, Commissioner

DATED 2/13/19

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

APPENDIX C

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **Maine Department of Transportation** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

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

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non discrimination covenants, the **Maine Department of Transportation** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the **Maine Department of Transportation** will there upon revert to and vest in and become the absolute property of the **Maine Department of Transportation** and its assigns.*

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

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



Environmental Summary Sheet

WIN: 23929.00

Date Submitted: 8/25/2021

Town: Woolwich

CPD Team Leader: Andrea Brady

ENV Field Contact: Val Desrosier

NEPA Complete: Programmatic Categorical Exclusion 23 CFR 771.117(c)(28) on 5/5/2021

☐ **Section 106**
No Adverse Effect

☐ **Section 4(f) and 6(f)**
Section 4(f)
No use
Section 6(f)
No takes

☐ **Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable

Timing Window: Not Applicable

☒ **Section 7**
Species of Concern: Atlantic Salmon DPS & Critical Habitat; Atlantic & Shortnose Sturgeon
DPS & Critical Habitat – Not Likely to Adversely Affect
Comments/References: Programmatic Consultation with NMFS GARFO complete (FHWA Lead).
Special Conditions apply; see Special Provision 105

Species of Concern: Northern Long-eared Bat – Not Likely to Adversely Affect
Comments/References: 4(d) Streamlined Consultation Complete

☒ **Essential Fish Habitat**
Coastal Multi-Species – Adverse Effect – Not Substantial. **Special Conditions apply; see Special Provision 105**

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

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

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

☒ **Maine Department of Environmental Protection**
PBR Section 11 - Special Conditions apply; **see Special Provision 105**

☒ **U.S. Army Corps of Engineers (ACOE): Section 404 of the Clean Water Act**
PCN (formerly Category 2) – **Permit Pending**

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

☐ **Stormwater Review**
N/A

☒ Special Provisions Required		
Special Provision 105-Environmental Requirements	N/A ☐	Applicable ☒
Special Provision 656-Minor Soil Disturbance	N/A ☒	Applicable ☐
Standard Specification 656-Erosion Control Plan	N/A ☐	Applicable ☒
Special Provision 203-Dredge Material	N/A ☒	Applicable ☐
Special Provision 203-Special Fill-Streambed Materials	N/A ☒	Applicable ☐
Special Provision 610-Stream Channel Rock	N/A ☒	Applicable ☐
General Note for Hazardous Waste	N/A ☒	Applicable ☐
Special Provision 203-Hazardous Waste	N/A ☒	Applicable ☐

**All permits and approvals based on plans/scope as of: 8/4/2021*

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 ENV		
Mailing Address:	16 State House Station			Mailing Address:			
Mailing Address:				Mailing Address:			
Town/State/Zip:	Augusta ME 04344			Town/State/Zip:			
Daytime Phone #:	(207) 624-3000	Ext:		Daytime Phone #:	(207) 557-5089	Ext:	
Email Address:	Kristen.chamberlain@maine.gov			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:	Back River Creek Marsh
Project Town:	Woolwich	Town Email Address:	administrator@woolwich.us			Map and Lot Number:	
Brief Project Description:	Replace the existing Station 46 Bridge #3039. Construct temporary bridge on the east side of the existing bridge for traffic during construction. Overhead utilities will need to be temporarily relocated to east of the temporary detour during construction.						
Project Location & Brief Directions to Site:	Route 1 over the Maine Central Railroad and the Back River Creek Marsh, approximately 1.2 miles east of the Bath-Woolwich Town line.						

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. (9) Utility Crossing	☐ Sec. (16) Coastal Sand Dune Projects
☐ Sec. (3) Intake Pipes	☐ Sec. (10) Stream Crossing	☐ Sec. (17) Transfer/Permit Extension
☐ Sec. (4) Replacement of Structures	☒ Sec. (11) State Transportation Facilities	☐ Sec. (18) Maintenance Dredging
☐ Sec. (6) Movement of Rocks or Veg.	☐ Sec. (12) Restoration of Natural Areas	☐ Sec. (19) Act. Near SVP Habitat
☐ Sec. (7) Outfall Pipes	☐ Sec. (13) F&W Creat./Water Qual. Improv.	☐ Sec. (20) Act. Near Waterfowl/Bird Habitat
☐ Sec. (8) Shoreline Stabilization	☐ Sec. (15) Public Boat Ramps	

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 \$256.

- ☐ **Attach** payment confirmation from the Payment Portal when filing this notification form. [Internal Billing-State Agency](#)

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, <i>unless the Department approves or denies the PBR prior to that date.</i>	
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):	<i>Kristen Chamberlain</i>
Date:	08/04/2021

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**.



Environmental Summary Sheet

WIN: 23929.01

Date Submitted: 8/25/2021

Town: Woolwich

CPD Team Leader: Andrea Brady

ENV Field Contact: Val Desrosier

NEPA Complete: Programmatic Categorical Exclusion 23 CFR 771.117(c)(28) on 7/21/2021

☐ Section 106

No Effect

☐ Section 4(f) and 6(f)

Section 4(f)

No use

Section 6(f)

No takes

☐ Maine Department of Inland Fisheries and Wildlife Essential Habitat

Not Applicable

Timing Window: Not Applicable

☒ Section 7

Species of Concern: Atlantic Salmon DPS & Critical Habitat; Atlantic & Shortnose Sturgeon DPS & Critical Habitat – Not Likely to Adversely Affect

Comments/References: Programmatic Consultation with NMFS GARFO complete (FHWA Lead).

Special Conditions apply; see Special Provision 105

Species of Concern: Northern Long-eared Bat – Not Likely to Adversely Affect

Comments/References: 4(d) Streamlined Consultation Complete

☒ Essential Fish Habitat

Coastal Multi-Species – Adverse Effect – Not Substantial. **Special Conditions apply; see Special Provision 105**

☐ Maine Department of Conservation/Public Lands, Submerged Land Lease

Not applicable

☐ Maine Land Use Planning Commission

Not Applicable

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

☒ Maine Department of Environmental Protection

PBR Section 11 & 13 - Special Conditions apply; **see Special Provision 105**

☒ U.S. Army Corps of Engineers (ACOE): Section 404 of the Clean Water Act

PCN (formerly Category 2) – **Permit Pending**

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

☐ Stormwater Review

N/A

☒ Special Provisions Required

Special Provision 105-Environmental Requirements

N/A ☐

Applicable ☒

Special Provision 656-Minor Soil Disturbance

N/A ☒

Applicable ☐

Standard Specification 656-Erosion Control Plan

N/A ☐

Applicable ☒

Special Provision 203-Dredge Material

N/A ☐

Applicable ☒

Special Provision 203-Special Fill-Streambed Materials

N/A ☒

Applicable ☐

Special Provision 610-Stream Channel Rock

N/A ☒

Applicable ☐

General Note for Hazardous Waste

N/A ☐

Applicable ☒

Special Provision 203-Hazardous Waste

N/A ☒

Applicable ☐

**All permits and approvals based on plans/scope as of: 8/4/2021*

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:	Andrea Brady, Bridge Team Leader			Name:	Judy Gates, Environmental Planning Manager		
Mailing Address:	Maine Department of Transportation			Mailing Address:	HNTB Corp.		
Mailing Address:	16 State House Station			Mailing Address:	82 Running Hill Road, Suite 201		
Town/State/Zip:	Augusta, Maine 04333			Town/State/Zip:	South Portland, Maine		
Daytime Phone #:	(207) 592-0523		Ext: N/A	Daytime Phone #:	(207) 228-0933		Ext: N/A
Email Address:	Andrea.F.Brady@maine.gov			Email Address:	JUGates@HNTB.com		
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:	Pleasant Cove
Project Town:	Woolwich, Maine	Town Email Address:	administrator@woolwich.us			Map and Lot Number:	N/A (DOT ROW)
Brief Project Description:	Replacement of a malfunctioning, undersized culverts with a bridge span over Back River Creek in the Town of Woolwich, Maine, to eliminate ongoing flooding of US Route 1 and increase roadway resiliency to projected sea level rise and storm surge. This replacement will occur in conjunction with the Back River Restoration Partnership's						
Project Location & Brief Directions to Site:	Project location is on US Route 1, approximately 0.2 miles easterly of the Station 46 Bridge and 200 feet north of the intersection with George Wright Road.						

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. (9) Utility Crossing	☐ Sec. (16) Coastal Sand Dune Projects
☐ Sec. (3) Intake Pipes	☐ Sec. (10) Stream Crossing	☐ Sec. (17) Transfer/Permit Extension
☐ Sec. (4) Replacement of Structures	☒ Sec. (11) State Transportation Facilities	☐ Sec. (18) Maintenance Dredging
☐ Sec. (6) Movement of Rocks or Veg.	☐ Sec. (12) Restoration of Natural Areas	☐ Sec. (19) Act. Near SVP Habitat
☐ Sec. (7) Outfall Pipes	☒ Sec. (13) F&W Creat./Water Qual. Improv.	☐ Sec. (20) Act. Near Waterfowl/Bird Habitat
☐ Sec. (8) Shoreline Stabilization	☐ Sec. (15) Public Boat Ramps	

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 \$256.

- ☐ **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, <i>unless the Department approves or denies the PBR prior to that date.</i>	
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): Andrea F Brady	Date: 08/04/2021

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**.

13. Habitat creation or enhancement and water quality improvement activities

A. Applicability

- (1) This section applies to an alteration in or adjacent to a protected natural resource by a public natural resource agency. This rule also applies to an alteration in the same types of resources by a public utility, the Department of Transportation, owner of a federally licensed hydropower project, a conservation group, or a municipality in conjunction with and under the supervision of a public natural resource agency, exclusively for the purpose of:

- (a) Creating or enhancing habitat for fisheries or wildlife; or
- (b) A water quality improvement project.

These activities may include but are not limited to: fishway installation; the construction of artificial reefs; removal, maintenance, installation or modification of dam structures; and the construction and maintenance of nutrient retention structures.

- (2) This section applies to a landfill closure activity approved by the DEP.
- (3) This section does not apply to an activity that will not conform to the local shoreland zoning ordinance.

NOTES:

- (1) Contact the local Code Enforcement Officer for information on local shoreland zoning requirements.

- (2) A permit will be required from the US Army Corps of Engineers for the following types of projects:
- (a) Any activity involving impacts (direct and secondary) to freshwater wetlands;
 - (b) Any activity within a coastal wetland;
 - (c) Any activity within an open water area;
 - (d) Any activity within a river, stream or brook between October 2 and July 14; or
 - (e) Any activity involving work in waterways designated as Essential Fish Habitat for Atlantic salmon including all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

A copy of the PBR notification form and original photographs, not photocopies, should be submitted to the Corps of Engineers for these activities (US Army Corps of Engineers, 675 Western Avenue, Suite #3, Manchester, ME 04351. Tel. (207) 623-8367).

B. Submissions

- (1) The applicant is required to submit photographs of the area in which this activity is proposed.
- (2) Photographs showing the finished activity must be submitted within 20 days of the activity's completion. The photographs must be sent with a copy of the notification form or labeled with the applicant's name and the town in which the activity took place.
- (3) Excluding landfill closures, if an activity is to be performed by a public utility, conservation group, municipality or the Maine Department of Transportation, certification from a public natural resource agency that the proposed activity will be done in conjunction with, or under the supervision of, the agency must be submitted with the notification form.

C. Standards

- (1) The following measures must be taken to prevent erosion of soil or fill material from disturbed areas into the resource:
 - (a) Staked hay bales or silt fence must be properly installed between the area of soil disturbance and the resource before the activity begins;
 - (b) Hay bales or silt fence barriers must be maintained until the disturbed area is permanently stabilized;
 - (c) Within 7 calendar days following the completion of any soil disturbance, and prior to any storm event, mulch must be spread on any exposed soils;

- (d) All disturbed soils must be permanently stabilized; and
- (e) Within 30 days of final stabilization of the site, any silt fence must be removed.

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

- (2) Disturbance of vegetation must be avoided if possible. Where vegetation is disturbed outside of the area covered by any structures or filling associated with this activity, it must be reestablished immediately upon completion of the activity and must be maintained.
- (3) Non-native wetland plants may not be planted in disturbed wetland areas.
- (4) All debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales, silt fence, or mulch 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 Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*
- (5) Uncured concrete may not be placed directly into the water. Concrete must be pre-cast and cured at least three weeks before placing in the water, or where necessary, must be placed in forms and cured at least one week before the forms are removed. No washing of tools, forms, etc. may occur in or adjacent to the waterbody or wetland.
- (6) The use of untreated lumber is preferred. Lumber pressure-treated with chromated copper arsenate (CCA) may be used only if necessary and only if use is allowed under federal law and not prohibited from sale under 38 M.R.S.A. 1682, and provided it is cured on dry land in such a manner as to expose all surfaces to the air for at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where the wood will come in contact with water.
- (7) 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.
- (8) Work below the high water line of a great pond, river, stream or brook shall be done at low water, except as required for emergency flood control work. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (9) All wheeled or tracked equipment that must travel or work in a vegetated coastal wetland must travel and work on mats or platforms in order to protect wetland vegetation.

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

- (1) **Dam.** Any man made artificial barrier, including appurtenant works, the site on which it is located and appurtenant rights of flowage and access, that impounds or diverts a river, stream or brook or great pond.

- (2) **Public natural resources agency.** The Maine Department of Inland Fisheries and Wildlife, the Maine Department of Marine Resources, the Maine DEP, the Maine Department of Conservation, the United States Fish and Wildlife Service, the United States Natural Resources Conservation Service, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Forest Service, National Marine Fisheries Service, National Park Service, National Oceanic and Atmospheric Administration, and County Soil and Water Conservation Districts.
- (3) **Water quality improvement project.** An activity designed exclusively to maintain or enhance water quality of a freshwater wetland, great pond or river, stream, brook or a coastal wetland. Examples include but are not limited to: nutrient retention basins, water level manipulation and rerouting of drainage ways.
- (4) **Non-native wetland plants.** Wetland grasses, forbs, shrubs, or trees not native to the State of Maine, for example, common reed (*Phragmites communis*) and purple loosestrife (*Lythrum salicaria*).

14. Piers, wharves, pilings and haulouts *[repealed]*

15. Public boat ramps

A. Applicability

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

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

- (a) Any activity involving open trench excavation in a waterbody;
- (b) Any activity in coastal waterways;
- (c) Any activity within a river, stream or brook between October 2 and July 14; or
- (d) Any activity involving work in waterways designated as Essential Fish Habitat for Atlantic salmon including all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for

Woolwich, ME
U.S. Route 1 – Pleasant Cove Bridge (#6667)
Bridge Construction
WIN 23929.01

GENERAL NOTE

A review of the Maine Department of Environmental Protection (MDEP) File Room Database specific to Woolwich, ME indicates a documented vehicle collision/accident on the subject section of roadway. This accident resulted in significant discharges of diesel fuel, engine oil, and antifreeze. Although there was subsequent response and cleanup of the released products, there is the potential for these products to be present in the subsurface environment. In consideration of the existing environmental data, the Contractor shall remain alert for evidence of petroleum product and/or hazardous material contamination. 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.