Updated 12/13/2021

FEDERAL PROJECT

Effective May 15, 2020
Supersedes April 22, 2020

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
   a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
   b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
   c) an electronic bid bond submitted with an electronic bid.

5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

April 28, 2017
Supersedes November 05, 2014

NOTICE

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

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

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

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

NOTICE

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

Bid Enclosed - Do Not Open
PIN:
Town:
Date of Bid Opening:
Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed
PIN:
Town:
Date of Bid Opening:
Name of Contractor:
This should not be much of a change for those of you who use Federal Express or similar services.

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

Bid Enclosed: Do Not Open
PIN:
Town:
Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of_____and State of_____

as Principal, and_____as Surety, a

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

Business in_____and hereby held and firmly bound unto the Treasurer of

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

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

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

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

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

_____

_____and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this_____day of_____20_____

WITNESS:

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

WITNESS

_____

_____

_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

NOTICE

Bidders:

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

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

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

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

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

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

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

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

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

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

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

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE FFY 2022-2024
Maine Department of Transportation
Disadvantaged Business Enterprise Program

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

For FFY 2022-24 (October 1, 2021 through September 30, 2024) MaineDOT has established an annual DBE participation goal of **1.97%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2024. MaineDOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

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

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

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

MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR PROPOSED UTILIZATION FORM

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

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

Contact Person: _____ **Fax:** _____

E-mail: _____

BID DATE: _____

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

TOTAL ANTICIPATED DBE____% PARTICIPATION FOR THIS CONTRACT

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

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

Equal Opportunity Use:

Form received:____/___/___Verified by: _____

FHWA ☐ FTA ☐ FAA ☐

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

Rev. 01/15

Maine Department of Transportation Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:

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

For additional information and guidance contact:

Civil Rights Office at (207) 624-3066

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

Vendor Registration

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Large Animal Signage & Highway Rehabilitation** in **Lang Township & Coplin Plantation**" 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 **May 29, 2024**, 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 **Highway Construction, Paving,** 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. 2624600, WIN 026246.00; & WIN 026964.00

Location: In Franklin County, project is located on Rte.16, beginning 1.33 miles west of the Lang Township/Coplin Plantation town line and extending east 5.45 miles to the easterly joint of the Nash Stream bridge.

Outline of Work: Large Animal Signage, Highway Rehabilitation, and other incidental work.

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

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at http://www.maine.gov/mdot/contractors/ . They may be purchased from the Department between the hours of 7:00 a.m. to 3:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 7:00 a.m. to 3:30 p.m. Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

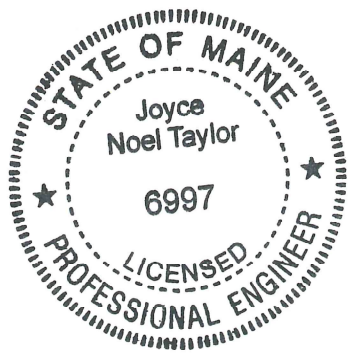
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of 5% of the bid amount, payable to Treasurer, 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 7:00 a.m. to 3:30 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
May 8, 2024



Joyce Noel Taylor

JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER

NOTICE

All bids for Federal Projects **shall** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431. Failure to submit the form with the bid will be considered a curable defect.

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)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026246.00 **Project(s):** 026246.00, 026964.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	 Cents	Bid Amount Dollars	 Cents
0010	202.202 REMOVING PAVEMENT SURFACE	19,500.000 SY				
0020	202.203 PAVEMENT BUTT JOINTS	170.000 SY				
0030	304.103 AGGREGATE SUBBASE - GRAVEL (TRUCK MEASURE)	15,100.000 CY				
0040	308.36 FULL DEPTH RECYCLED PAVEMENT WITH CEMENT 5" DEPTH	92,000.000 SY				
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	70.000 T				
0060	403.21041 HMA 9.5 MM – POLYMER MODIFIED THIN LIFT SURFACE TREATMENT	5,300.000 T				
0070	403.211 HOT MIX ASPHALT (SHIMMING)	50.000 T				
0080	403.213 HOT MIX ASPHALT 12.5 MM BASE	10,600.000 T				
0090	409.15 BITUMINOUS TACK COAT - APPLIED	5,700.000 G				
0100	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	110.000 CY				
0110	603.16 15 INCH CULVERT PIPE OPTION I	680.000 LF				
0120	603.161 15 INCH CORRUGATED METAL PIPE	21.000 LF				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026246.00 **Project(s):** 026246.00, 026964.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0130	603.171 18 INCH CORRUGATED METAL PIPE	10.000 LF				
0140	603.1752 18 INCH REINFORCED CONCRETE PIPE CLASS IV	100.000 LF				
0150	603.179 18 INCH CULVERT PIPE OPTION III	400.000 LF				
0160	603.191 24 INCH CORRUGATED METAL PIPE	10.000 LF				
0170	603.211 36 INCH CORRUGATED METAL PIPE	13.000 LF				
0180	603.219 36 INCH CULVERT PIPE OPTION III	140.000 LF				
0190	603.43 36 INCH REINFORCED CONCRETE PIPE CLASS IV	296.000 LF				
0200	603.45 48 INCH REINFORCED CONCRETE PIPE CLASS IV	76.000 LF				
0210	603.47 60 INCH REINFORCED CONCRETE PIPE CLASS IV	72.000 LF				
0220	603.55 CONCRETE PIPE TIES	36.000 GP				
0230	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	1,825.000 LF				
0240	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	62.500 LF				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026246.00 **Project(s):** 026246.00, 026964.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0250	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	62.500 LF				
0260	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	9.000 EA				
0270	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	5.000 EA				
0280	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	23.000 EA				
0290	606.356 UNDERDRAIN DELINEATOR POST	88.000 EA				
0300	606.754 WIDEN SHOULDER FOR FLARED GUARDRAIL TERMINAL	9.000 EA				
0310	610.08 PLAIN RIPRAP	360.000 CY				
0320	610.16 HEAVY RIPRAP	190.000 CY				
0330	613.319 EROSION CONTROL BLANKET	20,500.000 SY				
0340	618.14 SEEDING METHOD NUMBER 2	520.000 UN				
0350	619.12 MULCH	400.000 UN				
0360	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	20,100.000 SY				

Proposal ID: 026246.00 **Project(s):** 026246.00, 026964.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0370	627.310 8 INCH SHOULDER PAVEMENT MARKING LINE, WHITE	2,500.000 LF				
0380	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	86,500.000 LF				
0390	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	86,500.000 LF				
0400	629.05 HAND LABOR, STRAIGHT TIME	36.000 HR				
0410	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	470.000 HR				
0420	631.133 SKID STEER (INCLUDING OPERATOR)	10.000 HR				
0430	631.14 GRADER (INCLUDING OPERATOR)	75.000 HR				
0440	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	940.000 HR				
0450	631.22 FRONT END LOADER (INCLUDING OPERATOR)	10.000 HR				
0460	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				
0470	639.19 FIELD OFFICE TYPE B	1.000 EA				

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026246.00 **Project(s):** 026246.00, 026964.00

SECTION: 1 INITIAL GROUP

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

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0480	645.511 FLASHING WARNING SIGN	4.000 EA				
0490	652.33 DRUM	145.000 EA				
0500	652.34 CONE	120.000 EA				
0510	652.35 CONSTRUCTION SIGNS	1,600.000 SF				
0520	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	219.000 CD				
0530	652.38 FLAGGER	4,116.000 HR				
0540	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM			
0550	659.10 MOBILIZATION	LUMP SUM	LUMP SUM			

Section: 1 **Total:**

Total Bid:

CONTRACT AGREEMENT, OFFER & AWARD

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

_____

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

_____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINs 026246.00 &026964.00** for **Large Animal Signage & Highway Rehabilitation** in **Lang Township & Coplin Plantation** County of **Franklin** 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; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warrantying 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 shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 27, 2025.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

_____

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

WINs 026246.00 &026964.00 - Large Animal Signage & Highway Rehabilitation - in Lang Township & Coplin Plantation,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

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

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Bruce A. Van Note, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

_____

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

_____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WINs 026246.00 &026964.00** for **Large Animal Signage & Highway Rehabilitation** in **Lang Township & Coplin Plantation** County of **Franklin** 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; performing construction quality control including inspection, testing and documentation; providing all required documentation at the conclusion of the project; warrantying 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 shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 27, 2025.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

C. Price.

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

_____

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

WINs 026246.00 &026964.00 - Large Animal Signage & Highway Rehabilitation - in Lang Township & Coplin Plantation,

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

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

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

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Bruce A. Van Note, Commissioner
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

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

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

SAMPLE

A. The Work.

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

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

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

B. Time.

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

C. Price.

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

D. Contract.

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

E. Certifications.

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

SAMPLE

F. Offer.

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

PIN 012345.00 South Nowhere, Hot Mix Asphalt Overlay,

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

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

SAMPLE

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

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

SAMPLE

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: Bruce A. Van Note, Commissioner
_____	
(Witness)	

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

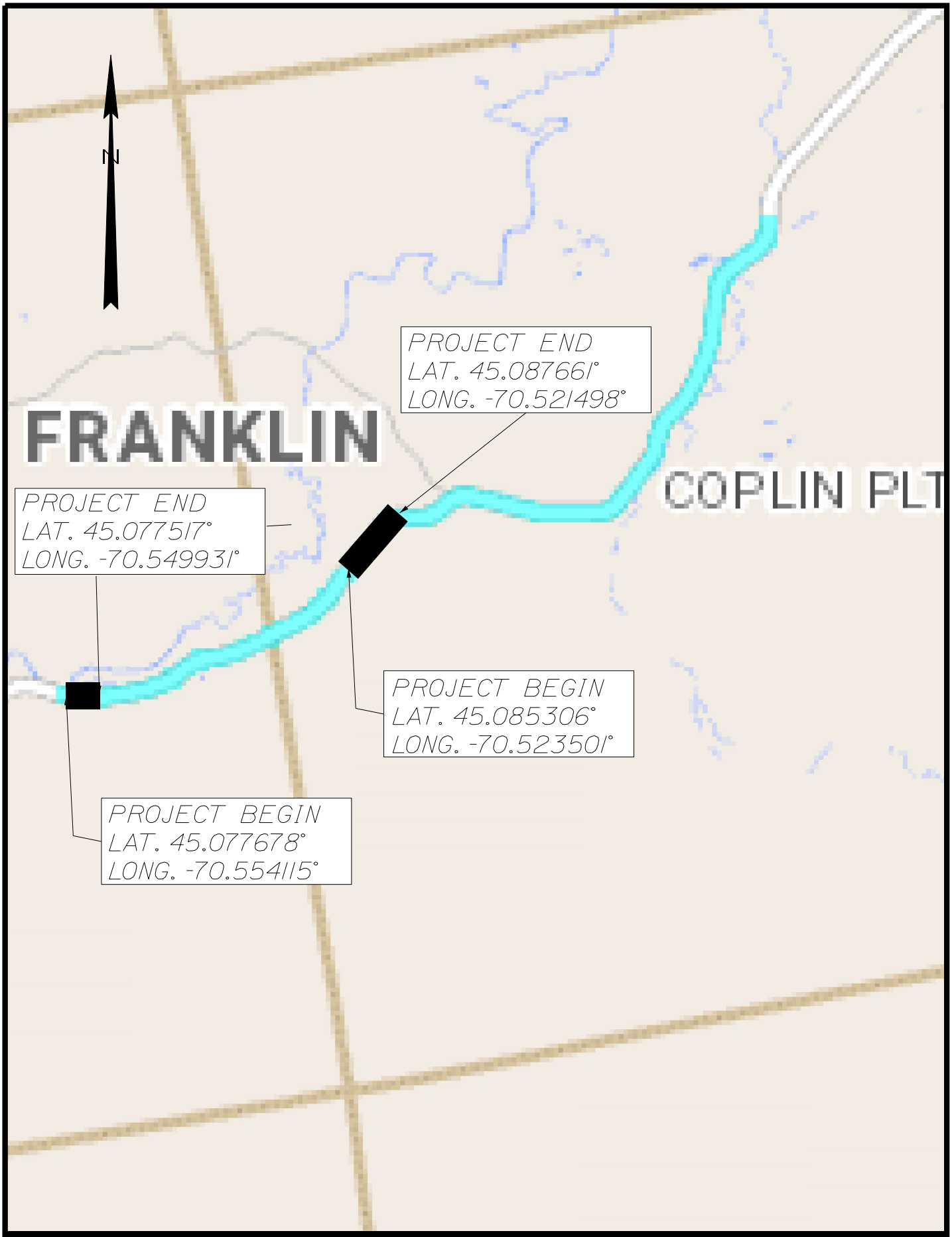
The condition of this obligation is such that if the Principal designated as Contractor in the Contract to construct Project Number _____ in the Municipality of _____ promptly and faithfully performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and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

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

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

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

SAMPLE



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 16 LANG TWP - COPLIN PLT FRANKLIN COUNTY	SHEET NUMBER 1 35 OF 1
26246.00	PLANS	

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

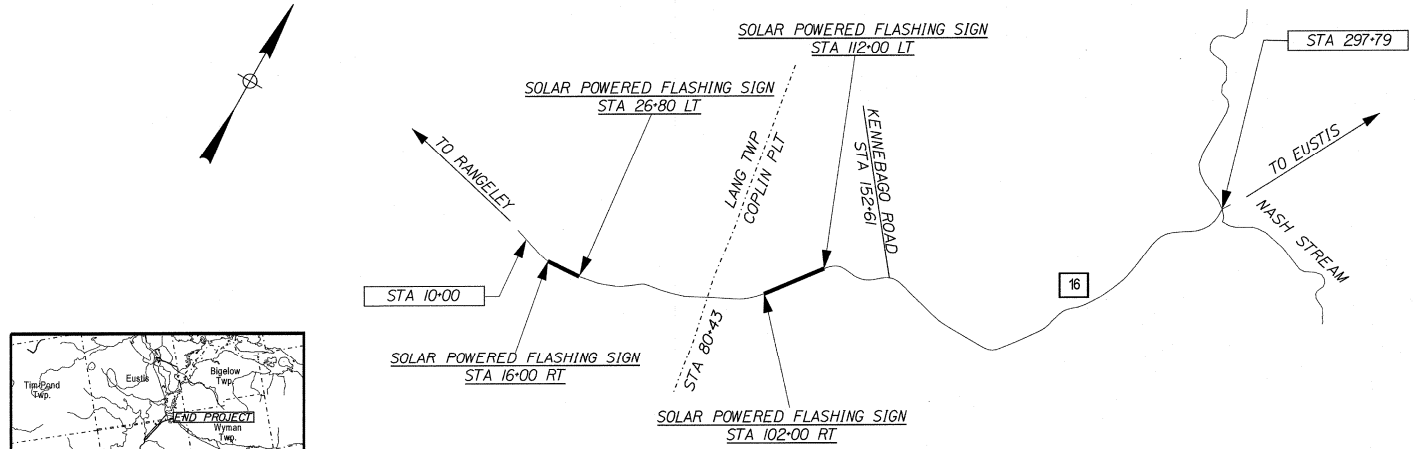
LANG TWP - COPLIN PLT

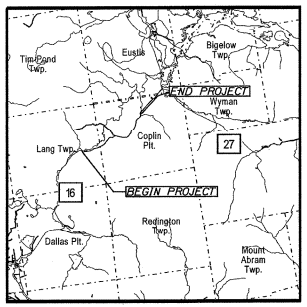
FRANKLIN COUNTY

ROUTE 16

FEDERAL PROJECT NO. 2624600

PROJECT LENGTH: 0.39 MILES





LOCATION MAP

TRAFFIC DATA	SR 16 (Rangeley) SW/O SR27
Current (2023) AADT	820
Future (2035) AADT	870
DHV - % of AADT	14%
Design Hour Volume	122
% Heavy Trucks (AADT)	24%
Directional Distribution (DHV)	55%
Design Speed (mph)	50
Functional Class:	Major Collector
Corridor Priority	4

PROJECT LOCATION:	WITHIN THE LIMITS OF WIN 26964.00 THAT BEGINS 1.33 MILES WEST OF THE LANG TWP/COPLIN PLT TOWN LINE AND EXTENDS EAST 5.45 MILES TO THE EASTERLY JOINT OF THE NASH STREAM BRIDGE.
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	LARGE ANIMAL SIGNAGE

WIN 26246.00 FEDERAL PROJECT NO. 2624600

PROJECT INFORMATION	
PROGRAM	REGIONAL PROGRAM
PROJECT MANAGER	J.G. WHITTINGTON
DESIGNER	RACHEL DAMON
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

LANG TWP - COPLIN PLT
ROUTE 16

TITLE SHEET

SHEET NUMBER 1 OF 1

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

	DATE
APPROVED	
COMMISSIONER:	5-6-24
CHIEF ENGINEER:	5-3-2024

STATE OF MAINE · REGISTERED PROFESSIONAL ENGINEER · Guy Wellington · 10650

SIGNATURE 10650 · P.E. NUMBER 4-19-24 · DATE

Filename: ...\001_ 2624600 Title..dgn Division: HIGHWAY Username: common Date:4/16/2024

645.356 Underdrain Delineator Post

Station (LT&RT)	Station (LT&RT)	Station (LT&RT)	Station (LT&RT)
16+45	21+73	102+38	107+66
17+11	22+39	103+04	108+32
17+77	23+05	103+70	108+98
18+43	23+71	104+36	109+64
19+09	24+37	105+02	110+30
19+75	25+03	105+68	110+96
20+41	25+69	106+34	111+62
21+07	26+36	107+00	

Notes:

- Reflective delineators and hardware will be provided by the Department.
- Attachment of reflective delineators will be paid for under Item 629.05 Hand Labor, Straight Time.

645.511 Solar Powered Flashing Sign

Station (LT)	Station (RT)
26+80	16+00
112+00	102+00

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 16 LANG TWP - COPLIN PLT FRANKLIN COUNTY	SHEET NUMBER 1 38 OF 1
26964.00	PLANS	

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

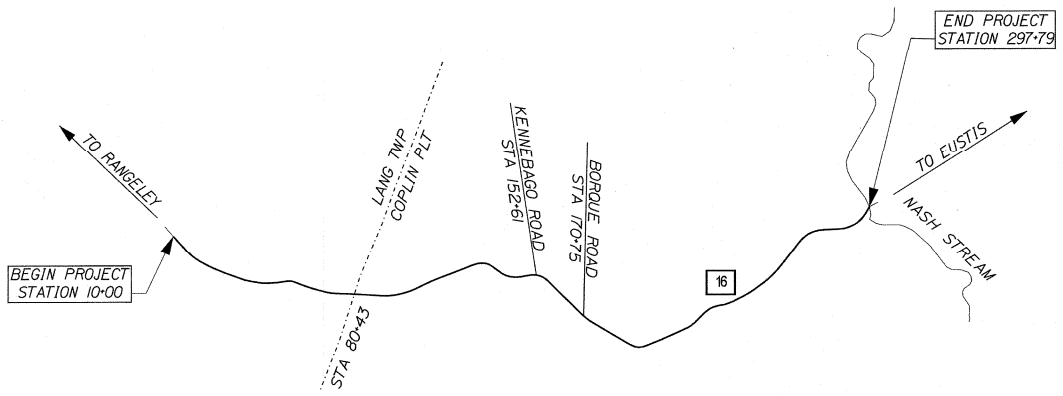
LANG TWP - COPLIN PLT

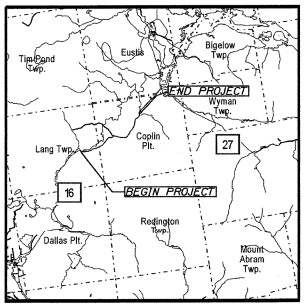
FRANKLIN COUNTY

ROUTE 16

FEDERAL PROJECT NO. 26964.00

PROJECT LENGTH: 5.45 MILES





LOCATION MAP

TRAFFIC DATA	SR 16 (Rangeley) SW/O SR27
Current (2023) AADT	820
Future (2035) AADT	870
DHV - % of AADT	14%
Design Hour Volume	122
% Heavy Trucks (AADT)	24%
Directional Distribution (DHV)	55%
Design Speed (mph)	50
Functional Class:	Major Collector
Corridor Priority	4

PROJECT LOCATION:	BEGINNING 1.33 MILES WEST OF THE LANG TWP/COPLIN PLT TOWN LINE AND EXTENDING EAST 5.45 MILES TO THE EASTERLY JOINT OF THE NASH STREAM BRIDGE
PROGRAM AREA:	REGIONAL PROGRAM
SCOPE OF WORK:	HIGHWAY REHABILITATION

WIN 26964.00 STATE PROJECT NO. 26964.00

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

APPROVED — DATE 5-6-24

COMMISSIONER: [signature]

CHIEF ENGINEER: [signature] 5/3/2024

STATE OF MAINE — 10650 — Guy Wellington — LICENSED PROFESSIONAL ENGINEER

SIGNATURE [signature] — P.E. NUMBER 10650 — DATE 4-19-24

PROJECT INFORMATION	
PROGRAM	REGIONAL PROGRAM
PROJECT MANAGER	J.G. WHITTINGTON
DESIGNER	RACHEL DAMON
CONSULTANT	
PROJECT RESIDENT	
CONTRACTOR	
PROJECT COMPLETION DATE	

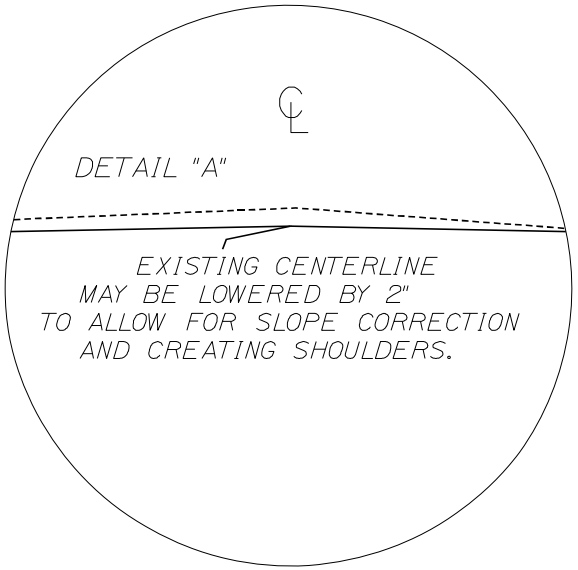
LANG TWP - COPLIN PLT
ROUTE 16

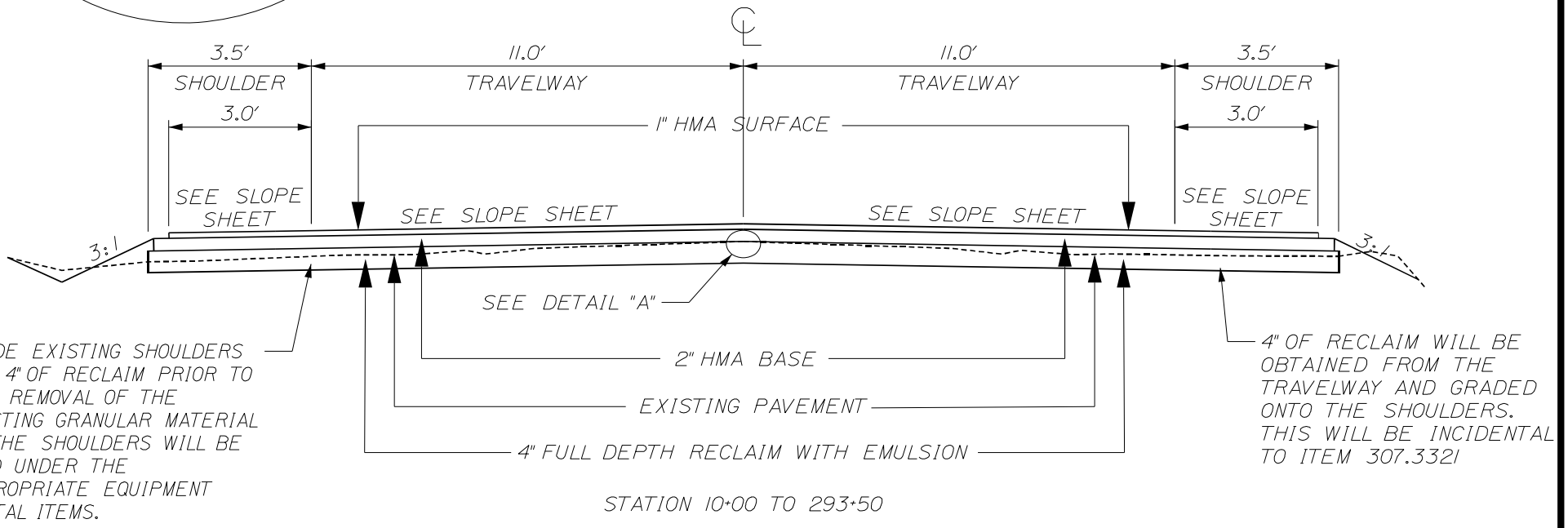
TITLE SHEET

SHEET NUMBER 1 OF 1

Filename: ...\001_Title.dgn Division: HIGHWAY Username: common Date:4/16/2024

4" FULL DEPTH RECLAIM WITH EMULSION



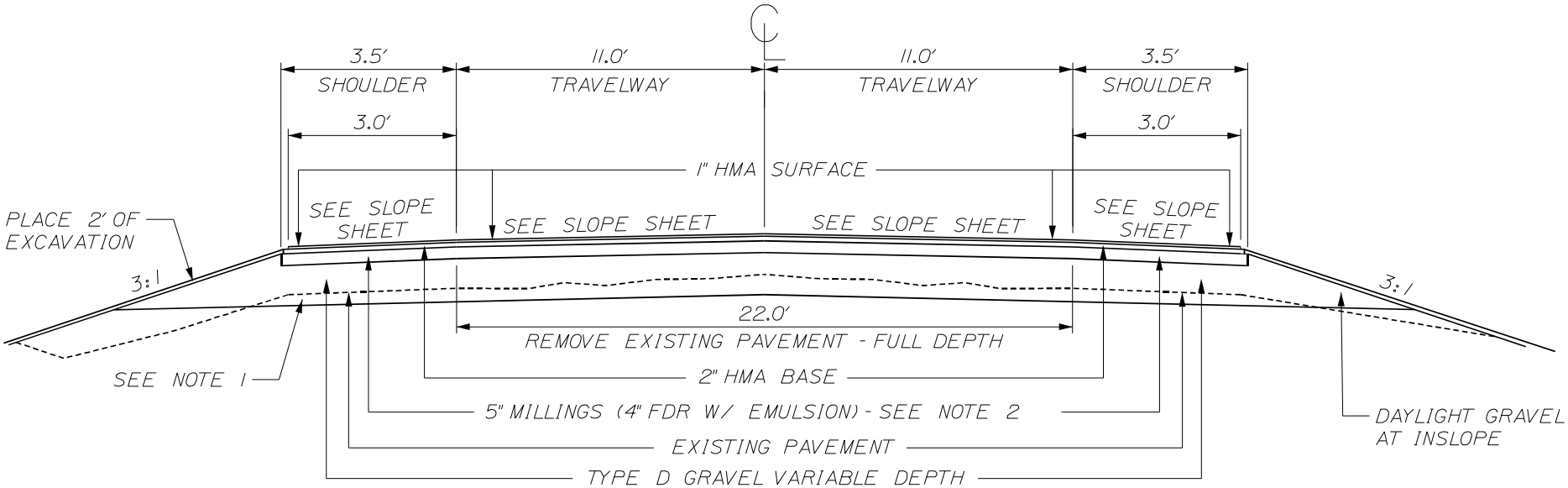


STATION 10+00 TO 293+50

NOT TO SCALE

LANG TWP - COPLIN PLT ROUTE 16		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 1 OF 4
40 TYPICAL SECTIONS	WIN 26964.00	2696400 HIGHWAY PLANS	

VARIABLE DEPTH GRAVEL



STATION 99+75 TO 120+50 - 12" GRAVEL
STATION 145+50 TO 150+00 - 6" GRAVEL
STATION 223+50 TO 229+75 - 18" GRAVEL

] TRANSITION LENGTHS TO BE DETERMINED IN THE FIELD

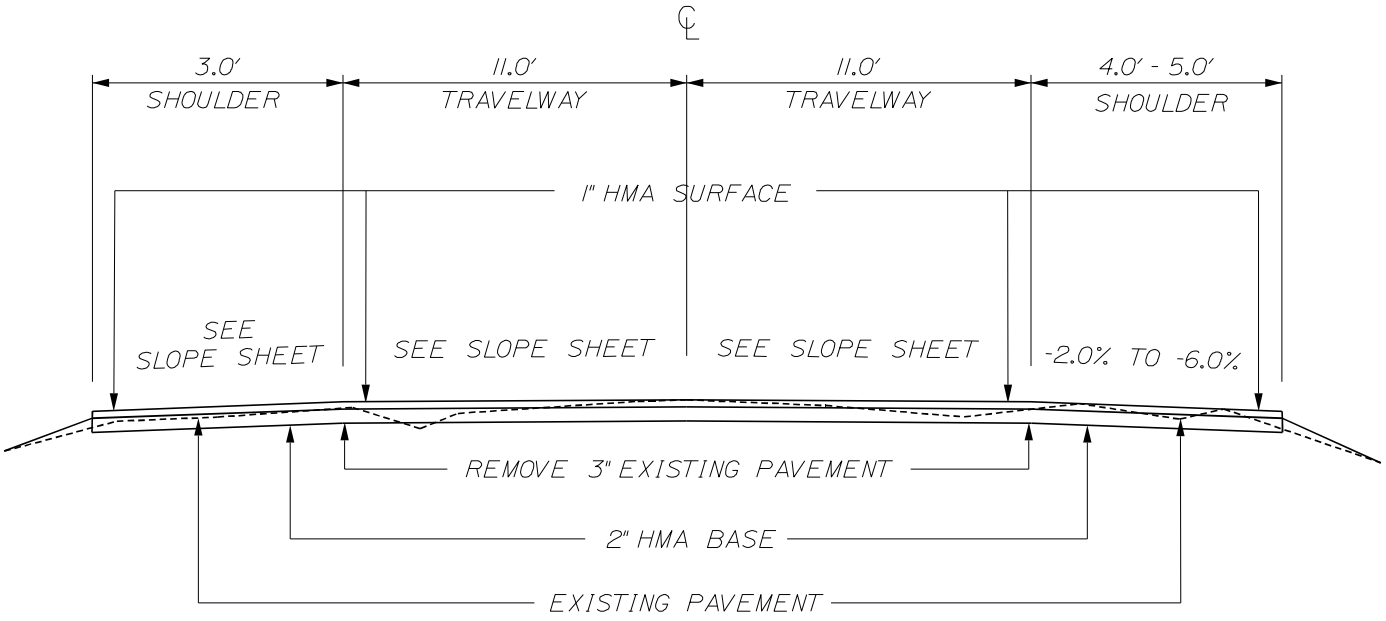
NOTE 1: GRADE EXISTING SHOULDERS TO DRAIN AFTER THE TRAVELWAY PAVEMENT IS REMOVED AND PRIOR TO THE PLACEMENT OF GRAVEL. REMOVAL OF THE EXISTING GRANULAR MATERIAL ON THE SHOULDERS WILL BE PAID UNDER THE APPROPRIATE EQUIPMENT RENTAL ITEMS.

NOTE 2: 5" OF MILLINGS PLACED ON GRAVEL SURFACE TO BE PAID UNDER ITEM 304.103. MILLINGS FROM PAVEMENT REMOVAL AREAS SHALL BE USED.

NOT TO SCALE

LANG TWP - COPLIN PLT ROUTE 16		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 2 OF 4
41 TYPICAL SECTIONS	WIN 26964.00	2696400 HIGHWAY PLANS	

3" MILL & FILL

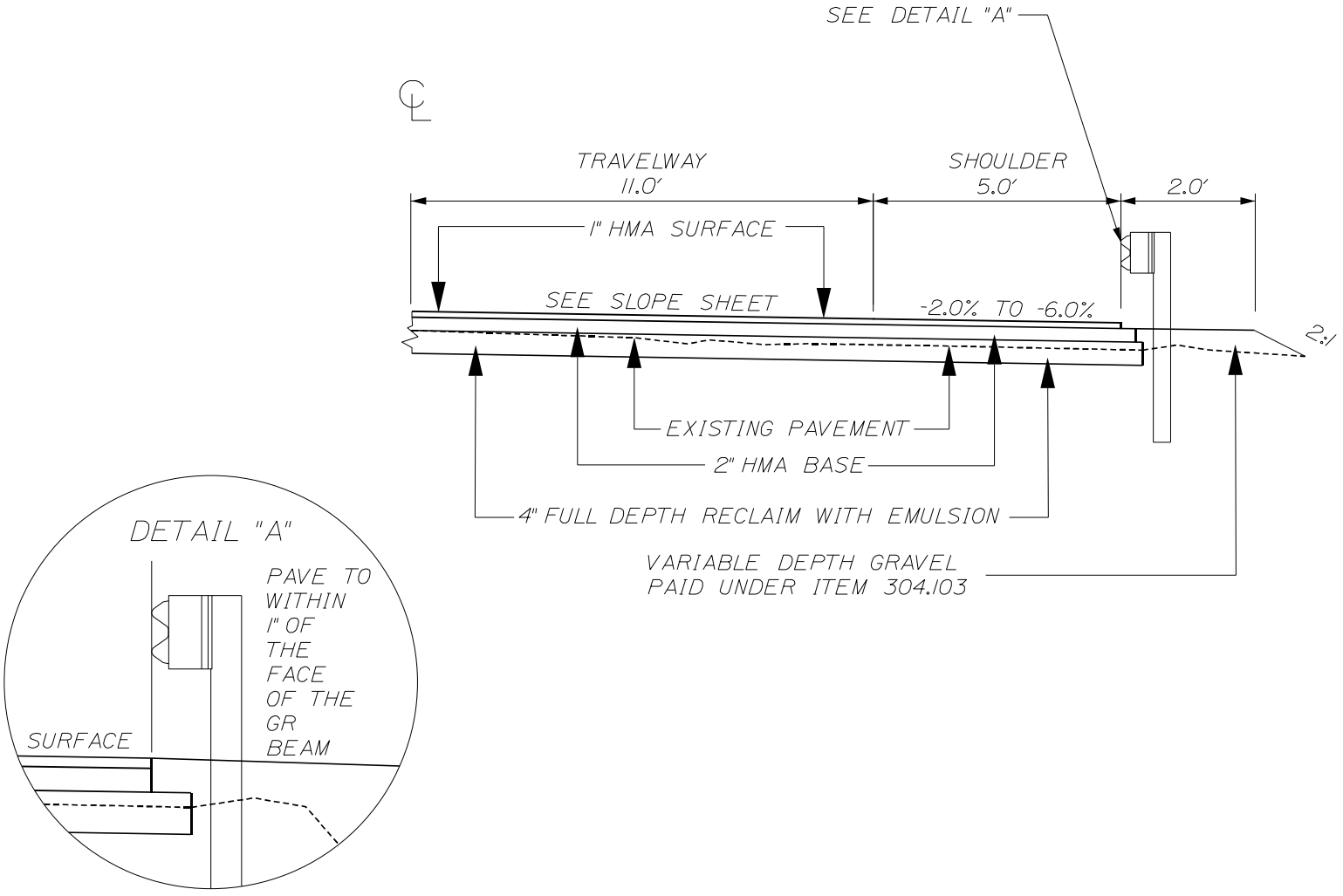


STATION 293+50 TO 297+79

NOT TO SCALE

LANG TWP - COPLIN PLT ROUTE 16		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 3 OF 4
42 TYPICAL SECTIONS	WIN 26964.00	2696400 HIGHWAY PLANS	

GUARDRAIL



NOT TO SCALE

LANG TWP - COPLIN PLT ROUTE 16		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	SHEET NUMBER 4 OF 4
TYPICAL SECTIONS	WIN 26964.00	2696400 HIGHWAY PLANS	

PROJECT STATIONING

LEFT	STATION	RIGHT
Pole 10/108	180+79	
Borque Rd	170+75	
Pole 115	161+07	
Kennebago Rd	152+61	
	144+61	Pole 206
Pole 211	135+55	
Pole 214	129+67	
Pole 219	119+77	
	112+13	Pole 223
	102+61	Pole 228
	92+08	Pole 233
	80+43	Coplin/Lang TWP T.L.
	71+81	Pole 245
Pole 251	61+25	
Pole 256	51+40	
	41+26	Pole 262
	30+18	Pole 644
	20+39	Pole 273
Begin Project	10+00	Begin Project

PROJECT STATIONING

LEFT	STATION	RIGHT
End Project	297+79	End Project
Pole 63	278+75	
	268+39	Pole 725
	259+40	Pole 71
	250+11	Pole 74
	240+23	Pole 78
	230+02	Pole 84
	220+04	Pole 7000/90
	210+95	Pole 95
	199+49	Pole 17/100
	192+07	Pole 14/103

202.202 Removing Pavement Surface

Variable Gravel Areas and Mill & Fill Area

Note:

- Millings/grindings not used above the variable gravel layer will become property of the State of Maine and will be delivered and stockpiled at the DOT Maintenance Lot located on Route 16 in Eustis 0.47 miles west of Route 27. Payment for delivery and stockpiling will be incidental to Item 202.202. Stockpiling shall include all equipment, personnel, and all other necessary incidentals required to construct stockpiles as per normal construction practices. Stockpile locations during construction may vary at the contractor's discretion.

202.203 Pavement Butt Joints

Station	
10+00	Begin Project

Sideroads, paved drives, and other locations as determined by the Resident.

304.103 Aggregate Subbase Course Gravel – (Truck Measure)

To be placed in all shoulder areas where existing material has been removed.

At the locations below the existing pavement shall be removed and item 304.103 will used to shim existing gravel to proper grade.

4" depth of RAP shall be placed over the areas listed below. RAP placement to be paid under item 304.103.

Station - Station
10+00 – 11+50
23+00 – 27+50
35+50 – 39+00
65+00 – 68+00
78+50 – 83+50
90+00 – 91+50
230+00 – 235+50
268+50 – 276+00

403.209 Hot Mix Asphalt, 9.5mm (Sidewalks, Drives, & Incidentals)

A 3-foot paved lip shall be placed at all unpaved driveways.

A 6-foot paved lip shall be placed at all unpaved side roads.

No paved lip will be placed on woods/field entrances unless one already exists or as directed by the resident.

411.10 Untreated Aggregate Surface Course, Truck Measure

To be used for driveway/entrance backup as directed by the Resident.

603.16 15" Culvert Pipe Option I

Station (LT)	Length (Ft)	Station (RT)	Length (Ft)
31+00	30'	15+39	40'
48+03	30'	29+91	50'
48+49	30'	79+08	50'
123+75	50'	99+06	40'
185+35	40'	106+44	60'
208+30	40'	124+89	30'
210+61	30'	125+85	50'
		143+14	40'
		160+45	40'
		209+82	30'

603.161 15" Corrugated Metal Pipe

Station	Length (LF)	Asset ID	Coordinates
12+64 RT	9	XC-978457	Lat: 45.07808, Long: -70.55532
104+90 RT	12	XC-1032874	Lat: 45.08598, Long: -70.5229

Note:

- Cut back 4 feet of existing inlet end and add new.

603.171 18" Corrugated Metal Pipe

Station	Length (LF)	Asset ID	Coordinates
24+87 RT	10	XC-978446	Lat: 45.07742, Long: -70.55068

Note:

- Cut back 4 feet of existing inlet end and add new.

603.1752 18" Reinforced Concrete Pipe Class IV

Station	Length (LF)	Asset ID	Coordinates
77+07	52'	XC-978398	Lat: 45.08177, Long: -70.53174
175+63	48'	XC-978360	Lat: 45.09222, Long: -70.50038

603.179 18" Culvert Pipe Option III

Station	Length (LF)	Asset ID	Coordinates
29+64	54'	XC-978440	Lat: 45.07751, Long: -70.54884
34+12	64'	XC-978435	Lat: 45.07769, Long: -70.54715
46+14	52'	XC-978417	Lat: 45.07848, Long: -70.54262
56+75	62'	XC-978408	Lat: 45.08003, Long: -70.53912
129+96	52'	XC-978378	Lat: 45.09142, Long: -70.51699
235+87	54'	XC-978348	Lat: 45.10106, Long: -70.48387
291+91	54'	XC-1032884	Lat: 45.11442, Long: -70.47443

603.191 24" Corrugated Metal Pipe

Station	Length (LF)	Asset ID	Coordinates
46+95 RT	10	XC-978412	Lat: 45.07853, Long: -70.54229

Note:

- Cut back 4 feet of existing inlet end and add new.

603.211 36" Corrugated Metal Pipe

Station	Length (LF)	Asset ID	Coordinates
113+13 RT	13	XC-978387	Lat: 45.08788, Long: -70.5211

Note:

- Cut back 4 feet of existing inlet end and add new.

603.219 36" Culvert Pipe Option III

Station	Length (LF)	Asset ID	Coordinates
239+06	63'		Lat: 45.10176, Long: -70.48320
247+15	76'	XC-978344	Lat: 45.1379, Long: -70.48174

603.43 36" Reinforced Concrete Pipe Class IV

Station	Length (LF)	Asset ID	Coordinates
43+24	64'	XC-978429	Lat: 45.07819, Long: -70.54368
70+68	56'	XC-1032871	Lat: 45.08109, Long: -70.53401
227+47	60'	XC-978353	Lat: 45.09934, Long: -70.48595
243+96	60'	XC-1032882	Lat: 45.1379, Long: -70.48174
251+62	56'		Lat: 45.104877, Long: -70.481161

Notes:

- Station 43+24, Embed 9 inches.
- Station 70+68, Embed 12 Inches.
- Station 227+47, Embed 12 inches.

603.45 48" Reinforced Concrete Pipe Class IV

Station	Length (LF)	Asset ID	Coordinates
270+36	76'	XC-978337	Lat: 45.10998, Long: -70.48007

Note:

- Embed 12 inches.

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603.47 60” Reinforced Concrete Pipe Class IV

Station	Length (LF)	Asset ID	Coordinates
81+04	72’	XC-978394	Lat: 45.08229, Long: -70.53041

603.55 Concrete Pipe Ties

Note:

- Ties shall be used on the last two joints on both ends of concrete pipes.

606.1301 31" W-Beam Guardrail - Midway Splice - Single Rail

Station - Station (LT)	Station - Station (RT)
65+66 – 67+16	65+13 – 67+63
89+88 – 92+25	203+74 – 206+36
92+56 – 96+69	212+82 – 216+07
297+15 – 297+53	294+04 – 295+54

Note:

- 8’ posts shall be used.

606.1303 31" W-Beam - Midway Splice - 15' Radius and Less

Station (LT)
65+66
67+16
92+25
92+56
297+15

606.1304 31" W-Beam - Midway Splice - Over 15' Radius

Station (LT)
65+66
67+16
92+25
92+56
297+15

606.1305 31" W-Beam - Midway Splice - Flared Terminal

Station - Station (LT)	Station - Station (RT)
89+50 – 89+88	64+75 – 65+13
96+69 – 97+06	67+63 – 68+00
	203+36 – 203+74
	206+36 – 206+74
	212+44 – 212+82
	216+07 – 216+44
	293+66 – 294+04

606.265 Terminal End - Single Rail - Galvanized Steel

Station (LT)
65+66
67+16
92+25
92+56
297+15

606.356 Underdrain Delineator Post

Station	Station	Station	Station
12+64	44+51	104+90	239+06
20+15	46+14	113+13	243+96
24+87	46+95	121+16	247+16
29+64	56+75	129+96	251+62
34+12	70+68	175+63	291+91
40+93	77+07	227+47	
43+24	94+77	235+87	

Note:

- To be placed at the outlet of all existing underdrain and cross culverts 36 inches and less.

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606.754 Widen Shoulder For Flared Guardrail Terminal

Station (LT)	Station (RT)
89+50	64+75
97+06	68+00
	203+36
	206+74
	212+44
	216+44
	293+66

Note:

- Widenings shall be paved prior to installing guardrail terminals.

610.08 Plain Riprap

Station (LT)	Station (RT)
29+64 (5 ½ Foot pad on outlet end of culvert)	293+50 – 295+50 (Slope Repair)
101+50 (Down Spout)	

Notes:

- Refer to Permit #1411 for slope repair details.
- For culvert ends as directed by the Resident

610.16 Heavy Rip-Rap

Station (RT)
293+50 – 295+50 (Slope Repair)

Note:

- Refer to Permit #1411 for slope repair details.

620.54 Stabilization/ Reinforcement Geotextile

To be used on the travelway and shoulders in the variable depth gravel areas prior to placing gravel.

627.310 8 Inch Shoulder Pavement Marking Line, White

Station (LT)	Station (RT)
56+87 – 60+38	138+36 – 145+88
148+75 – 156+55	194+45 – 200+30

627.733 4" White or Yellow Painted Pavement Marking Line

Center and edge lines shall be painted on all matched pavement within one week. Center line TOMs may be utilized until final striping and will be considered incidental to the contract.

627.78 Temporary 4 Inch Painted Pavement Marking Line, White or Yellow

Temporary center and edge lines shall be painted on all matched pavement within one week.

Temporary center and edge lines will require one coat on the base layer.

Milled surfaces must be striped daily on all matched pavement layers.

631 Equipment Rental Items

To be used for grading existing material to back up pavement, ditching, and other miscellaneous activities as directed by the Resident.

631.14 Grader (Including Operator)

To be used for removing existing material on the shoulders prior to placing reclaim or gravel.

652.35 Construction Signs

Two "**Road Work Next 5 Miles**" signs are required for this project.

CROSS SLOPE SHEET

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
50+00			3.0
49+50			**4.0**
47+50			**4.0**
47+00			3.0
46+50			**2.0**
43+00			**2.0**
42+50			1.0
42+00			0.0
41+50			-0.5
41+00			-1.5
40+50			**-3.0**
40+00	**-4.0**		
39+50	**-3.0**		
39+00		**-2.00**	
38+50		-1.00	
38+00		**0.00**	
35+00		**0.00**	
34+50		-1.00	
34+00		**-2.00**	**-3.0**
33+50			-1.5
33+00			-1.5
32+50			0.0
32+00			**1.0**
28+50		**-2.00**	
28+00		-1.00	
27+50		**0.00**	
19+00			**1.0**
18+50			0.0
18+00			-1.0
17+50			-2.0
17+00			**-3.0**
10+50	**-3.0**	**0.00**	**-3.0**
10+00	**Match**	**Match**	**Match**

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
71+00		**-2.00**	
70+50		-1.00	
70+00		**0.00**	
69+00			**-3.0**
68+50			-2.0
68+00			-1.0
67+50			-0.5
67+00			**1.0**
65+50			**1.0**
65+00			-0.5
64+50		**0.00**	-1.0
64+00		-1.00	-2.0
63+50		**-2.00**	**-3.0**
61+50	**-3.0**		
61+00	-2.0		
60+50	0.0		
60+00	2.0		**-3.0**
59+50	4.0		-4.0
59+00	6.0		-6.0
58+50	4.0		-4.5
58+00	2.0		-4.5
57+50	0.0		-3.0
57+00	**-2.0**		**-2.0**
56+00		**-2.00**	
55+50		-1.00	
55+00		**0.00**	
54+00			**-2.0**
53+50	**-2.0**	**0.00**	-1.0
53+00	**-3.0**	-1.00	0.0
52+50		**-2.00**	1.0
52+00			**2.0**
51+00	**-3.0**		
50+50	**-4.0**		**2.0**

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Trave Lane Slope %
99+50		-2.00	
99+00		-2.00	
98+50	**-4.0**	-2.00	
98+00	**-6.0**	**-3.00**	
94+00			**4.0**
93+50	**-6.0**		3.0
93+00	**-3.0**		1.5
92+50			0.0
92+00			-1.5
91+50			**-3.0**
90+00		**-3.00**	
89+50		-2.00	
89+00		-2.00	
88+50		-1.00	
88+00		0.00	
87+50		-1.00	
87+00		**-2.00**	
81+00		**-2.00**	
80+50		-1.00	
80+00		**0.00**	
78+50		**0.00**	
78+00		-1.00	
77+50		**-2.00**	
77+00			**-3.0**
76+50			-1.5
76+00			0.0
75+50			1.5
75+00	**-3.0**		3.0
74+50	**-4.0**		4.0
74+00			4.0
73+50			3.0
73+00			1.5
72+50			0.0
72+00	**-4.0**		-1.5
71+50	**-3.0**		**-3.0**

CROSS SLOPE SHEET

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
140+50	-4.5	**-2.00**	4.5
140+00	**-3.0**		3.0
139+50			1.5
139+00			0.0
138+50			-1.5
138+00			**-3.0**
136+00	**-3.0**		
135+50	-1.5		
135+00	-0.5		**-3.0**
134+50	1.5		-4.0
134+00	3.5		-5.0
133+50	5.5	**-2.00**	**-6.0**
133+00	**6.0**	-1.00	
132+50		**0.00**	
131+00		**0.00**	
130+50		-1.00	
130+00		**-2.00**	
129+50	**6.0**		**-6.0**
129+00	4.5		-4.5
128+50	3.0		**-3.0**
128+00	1.5		
127+50	0.0		
127+00	-1.5		
126+50	**-3.0**		
121+00		**-2.00**	
120+50		-1.00	
120+00		**0.00**	
104+50			**-3.0**
104+00			-1.5
103+50			0.0
103+00	**-3.0**		1.5
102+50	**-4.0**		3.0
102+00			**4.0**
100+00		**0.00**	

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
172+50			0.0
172+00		**-2.00**	-1.0
171+50		-1.00	-2.0
171+00		0.00	**-3.0**
170+50		0.00	
170+00		-1.00	
169+50		**-2.00**	
157+50	**-3.0**		
157+00	-1.5		
156+50	0.0		
156+00	1.5		
155+50	3.5		**-3.0**
155+00	4.5		-4.5
154+50	**6.0**		**-6.0**
152+50		**-2.00**	
152+00		-1.00	
151+50		**0.00**	
151+00	**6.0**		**-6.0**
150+50	4.5		-4.5
150+00	3.0		-3.0
149+50	1.5		
149+00	0.0		
148+50	-1.5		
148+00	**-3.0**		
147+50			
147+00			**-3.0**
146+50			-1.5
146+00	**-3.0**	**0.00**	0.0
145+50	-4.5	-1.00	1.5
145+00	**-6.0**	**-2.00**	3.0
144+50			4.5
144+00		**-2.00**	**6.0**
143+50		-1.00	
143+00		**0.00**	
141+50		**0.00**	
141+00	**-6.0**	-1.00	**6.0**

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Trave Lane Slope %
209+00		-1.00	
208+50		0.00	
208+00		0.00	
207+50		-1.00	
207+00		**-2.00**	
201+00			**-3.0**
200+50			-1.5
200+00	**-3.0**	**-2.00**	0.0
199+50	-4.0	**-3.00**	1.5
199+00	-5.0		3.0
198+50	**-6.0**	**-3.00**	4.5
198+00		**-2.00**	**6.0**
195+50	**-6.0**		**6.0**
195+00	-4.5		4.5
194+50	**-3.0**		3.0
194+00			2.0
193+50			1.0
193+00			0.0
192+50			-1.5
192+00			**-3.0**
181+50			**-3.0**
181+00			-1.5
180+50			0.0
180+00			1.0
179+50			2.0
179+00			**2.5**
177+00			**2.5**
176+50	**-3.0**		3.0
176+00	**-4.0**		4.0
175+50			4.0
175+00			3.0
174+50	**-4.0**		**2.0**
174+00	**-3.0**		
173+50			**2.0**
173+00			1.0

CROSS SLOPE SHEET

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
235+00			1.0
234+50	**-3.0**		2.0
234+00	-3.5		3.5
233+50	**-5.0**		5.0
233+00			3.5
232+50			2.0
232+00			0.5
231+50	**-5.0**		-1.5
231+00	-3.0		**-3.0**
230+50	-1.5		
230+00	0.0		
229+50	1.5		
229+00	3.0		**-3.0**
228+50	4.5		-4.5
228+00	**6.0**		**-6.0**
226+00	**6.0**		**-6.0**
225+50	4.5		-4.5
225+00	4.0		**-3.0**
224+50	2.0		
224+00	0.0		
223+50	-2.0		
223+00	**-3.0**		
221+50			**-3.0**
221+00	**-3.0**		-1.0
220+50	**-5.0**		1.0
220+00			3.0
219+50			3.0
219+00			3.5
218+50			5.0
218+00	**-5.0**		5.0
217+50	**-3.0**		3.0
217+00		**0.00**	2.0
216+50		-1.00	0.0
216+00		**-2.00**	-1.5
215+50			**-3.0**
209+50		**-2.00**	

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Travel Lane Slope %
269+50	3.0		**-3.0**
269+00	1.5	**-2.00**	
268+50	0.0	-1.00	
268+00	-1.5	**0.00**	
267+50	**-3.0**		
258+50			**-3.0**
258+00			-1.5
257+50			0.0
257+00	**-3.0**		1.0
256+50	**-4.0**		2.0
256+00			3.0
255+50			**4.0**
250+00			**4.0**
249+50	**-4.0**		3.0
249+00	**-3.0**		1.5
248+50			0.0
248+00			-1.5
247+50			**-3.0**
246+50			**-3.0**
246+00			-2.0
245+50			-2.0
245+00			-1.5
244+50			0.0
244+00			1.0
243+50	**-3.0**		2.5
243+00	-4.0		4.0
242+50	-4.0		4.0
242+00	**-3.0**		3.0
241+50			1.5
241+00			0.0
240+50			-1.5
240+00			**-3.0**
236+50			**-3.0**
236+00			-1.5
235+50			0.0

STA	LEFT Travel Lane Slope %	CL Cut Depth inch	RIGHT Trave Lane Slope %
297+79	**Match**	**Match**	**Match**
297+50	-2.0	**0.00**	-2.0
297+00	-2.0		-1.0
296+50	-2.0		0.0
296+00	-2.5		1.5
295+50	-4.5		2.5
295+00	-6.5		3.5
294+50	-7.0		**5.0**
294+00	-8.5		
293+50	-9.5		**5.0**
293+00	**-6.0**		**6.0**
290+00		**0.00**	
289+50		-1.00	
289+00		**-2.00**	
286+00	**-6.0**		**6.0**
285+50	-4.5		4.5
285+00	**-3.0**		3.0
284+50			1.5
284+00			0.0
283+50			-1.5
283+00			**-3.0**
281+00		**-2.00**	
280+50	**-3.0**	**-1.00**	
280+00	-1.5		
279+50	0.0	**-1.00**	
279+00	1.5	**-2.00**	
278+50	3.0		**-3.0**
278+00	4.5		-4.5
277+50	**6.0**		**-6.0**
270+50	**6.0**		**-6.0**
270+00	4.5		-4.5

GENERAL NOTES

1. Pavement thicknesses shown on the typical sections are intended to be nominal.

2. All joints between existing and proposed hot bituminous pavement shall be butted. Payment shall be made under Standard Specifications Item 202.203, Pavement Butt Joints.

3. Construct butt joints at all paved drives and entrances. Butt joints shall have a minimum width of 18 inches or as directed by the Resident.

4. Where deemed necessary by the Resident, unsuitable excess material shall be removed from the edges of shoulders and placed in designated areas or disposed of. Payment will be made under the appropriate Contract items.

5. All inslope and ditches in cut areas shall be graded as shown on the typicals or flatter, or as directed by the Resident.

6. The Contractor shall place suitable existing or other material acceptable to the Resident on all pavement edges to allow a drop off no greater than the surface pavement thickness. The material shall be graded to match the existing inslope or as directed by the Resident before surface is placed. The Contractor will be paid under appropriate equipment rental items. Borrow is not authorized until all acceptable waste material has been utilized. Seed and Mulch will be paid for at the contract unit price.

7. Driveway fill side slopes shall be the same as the fill side slopes without guardrail unless otherwise noted on the Plans.

8. All waste material not used on the project shall be disposed of off the project in acceptable waste areas reviewed by the Resident. Grading, seeding and mulching of waste areas shall be considered incidental.

9. Any necessary cleaning of existing pavement prior to paving (or milling) shall be incidental to the related paving (or milling) items. This includes killing and removal of all vegetative matter.

10. When superelevation exceeds the slope of the low-side shoulder, the low-side shoulder will have same slope as the travelway.

11. The algebraic difference between travelway and shoulder cross slope shall not exceed 8 percent.

GENERAL NOTES

12. The following shall be incidental to the Standard Specifications Section 603, Pipe Culverts and Storm Drains:
    a. Any cutting of existing culverts and or connectors necessary to install new culvert replacements or extensions;
    b. All pipe excavation including any cutting and removal of pavement;
    c. All ditching at pipe ends;
    d. Furnishing, placing, grading, and compacting of any new gravel and for temporary detours to maintain traffic during pipe installation (excavation is also incidental);
    e. All work necessary to connect to existing pipes and drainage structures;
    f. Existing flow lines may be changed by up to 1.5 feet;
    g. Any necessary clearing of brush and non-pay trees within 10 feet of culvert ends;
    h. An 18-inch wide strip of non-woven geotextile meeting the requirements of Standard Specifications Item 620.58, Erosion Control Geotextile, shall be placed over all RCP joints.

13. Prior to surface paving, existing culverts to remain shall be cleaned as directed by the Resident. Payment will be made under Standard Specifications Item 631.32, Culvert Cleaner (including operator).

14. No existing drainage shall be abandoned, removed or plugged without prior approval of the Resident.

15. Guardrail end treatments shall be installed concurrently with the placement of each section of beam guardrail.

16. All existing guardrail removed and not reused on the project will become the property of the Contractor. Removal and disposal shall be considered incidental to the guardrail items.

17. Two reflectorized flexible guardrail markers (Standard Specifications Item 606.353, Reflectorized Flexible Guardrail Marker) will be installed at each guardrail end.

18. Connections for proposed guardrail to existing guardrail will be considered incidental to Standard Specifications Section 606, Guardrail.

19. Any base pavement not surfaced before winter will require temporary pavement markings of paint, both yellow centerline and white edge lines and will be considered part of Standard Specifications Item 627.78, Temporary Pavement Marking Line, White or Yellow.

GENERAL NOTES

20. The Contractor will be responsible for maintaining all existing mailboxes to ensure that the mail will be deliverable. Payment for this work will be considered incidental to the contract

21. The Contractor will be responsible for maintaining all existing operational business directional signs (OBDS) to ensure that they are visible to the traveling public. Payment for this work will be considered incidental to the contract.

22. The Contractor is responsible for the careful side staking of existing centerline as per Standard Specification Section 105.6.2, Contractor Provided Services. Side stakes shall be placed safely outside of the construction limits and the existing centerline grades shall be transferred to these stakes. These stakes and grades will be used to lay out centerline and determine new construction finish grades from differential elevation sheets furnished by MaineDOT. All layout, stakes, and grades will be checked and must be acceptable to the Resident.

23. Any damage to the slopes caused by the Contractor's equipment, personnel, or operation shall be repaired to the satisfaction of the Resident. All work, equipment, and materials required to make repairs shall be at the Contractor's expense.

24. Areas on the project requiring fill will come from suitable sites such as excavation, ditch and inslope or equipment rental areas.

25. No separate payment for superintendent or foreman will be made for the supervision of equipment and layout of work being paid for under the equipment rental items.

26. Stations referenced are approximate.

27. The Contractor will place appropriately-marked stakes at the following locations on the project: striping pattern changes, cross-slope changes, and every 500 feet for stationing. The Contractor will paint every full station (100 feet) on the existing roadway and will transfer the painted stationing through all intermediate lifts (not surface). Appropriately-sized striping pattern changes will be painted on surface. Stationing control must be placed before work can commence. Cross-slope and striping change controls must be placed before paving can commence.

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

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

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

SAMPLE

THIS DOCUMENT MUST BE CLEARLY POSTED AT ALL CONSTRUCTION SITES FUNDED IN PART WITH STATE FUNDS

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.

2024 Fair Minimum Wage Rates -- Highway & Earth Franklin County

Occupational Title	Minimum Wage	Minimum Benefit	Total
Brickmasons And Blockmasons	$32.25	$4.33	$36.58
Bulldozer Operator	$28.00	$4.64	$32.64
Carpenter	$28.00	$4.11	$32.11
Cement Masons And Concrete Finisher	$22.67	$2.21	$24.88
Commercial Divers	$30.00	$4.62	$34.62
Construction And Maintenance Painters	$26.00	$3.81	$29.81
Construction Laborer	$24.15	$3.34	$27.49
Crane And Tower Operators	$33.93	$9.47	$43.40
Crushing Grinding And Polishing Machine Operators	$23.00	$5.21	$28.21
Drywall And Ceiling Tile Installers	$26.20	$10.62	$36.82
Earth Drillers - Except Oil And Gas	$21.29	$2.53	$23.82
Electrical Power - Line Installer And Repairers	$38.93	$8.91	$47.84
Electricians	$33.64	$18.07	$51.71
Elevator Installers And Repairers	$68.38	$45.29	$113.67
Excavating And Loading Machine And Dragline Operators	$25.00	$4.59	$29.59
Excavator Operator	$30.03	$4.87	$34.90
Fence Erectors	$20.00	$0.00	$20.00
Flaggers	$20.00	$0.41	$20.41
Floor Layers - Except Carpet/Wood/Hard Tiles	$27.00	$6.21	$33.21
Glaziers	$37.00	$6.60	$43.60
Grader/Scraper Operator	$22.61	$12.50	$35.11
Hazardous Materials Removal Workers	$21.50	$1.54	$23.04
Heating And Air Conditioning And Refrigeration Mechanics And Installers	$32.00	$5.46	$37.46
Heavy And Tractor - Trailer Truck Drivers	$25.00	$5.22	$30.22
Highway Maintenance Workers	$20.00	$0.00	$20.00
Industrial Machinery Mechanics	$31.25	$1.01	$32.26
Industrial Truck And Tractor Operators	$29.25	$4.06	$33.31
Insulation Worker - Mechanical	$24.05	$3.59	$27.64
Ironworker - Ornamental	$27.75	$4.50	$32.25
Light Truck Or Delivery Services Drivers	$19.00	$0.33	$19.33
Millwrights	$33.75	$8.78	$42.53
Mobile Heavy Equipment Mechanics - Except Engines	$29.48	$4.89	$34.37
Operating Engineers And Other Equipment Operators	$31.50	$3.93	$35.43
Paver Operator	$27.03	$5.14	$32.17
Pile-Driver Operators	$32.75	$1.95	$34.70
Pipelayers	$28.50	$4.89	$33.39
Plumbers Pipe Fitters And Steamfitters	$30.00	$5.87	$35.87
Pump Operators - Except Wellhead Pumpers	$31.49	$32.08	$63.57
Radio Cellular And Tower Equipment Installers	$26.00	$3.77	$29.77
Reclaimer Operator	$22.61	$12.50	$35.11
Reinforcing Iron And Rebar Workers	$22.67	$25.11	$47.78
Riggers	$31.25	$7.68	$38.93
Roofers	$24.00	$3.35	$27.35
Screed/Wheelman	$30.40	$4.83	$35.23
Sheet Metal Workers	$25.25	$5.68	$30.93
Structural Iron And Steel Workers	$30.04	$7.22	$37.26
Tapers	$28.00	$1.71	$29.71
Telecommunications Equipment Installers And Repairers - Except Line Installers	$28.33	$6.08	$34.41
Telecommunications Line Installers And Repairers	$26.00	$4.83	$30.83
Tile And Marble Setters	$27.75	$6.73	$34.48

Welders are classified as the trade to which welding is incidental (e.g. welding structural steel is Structural Iron and Steel Worker)

Apprentices – The minimum wage rates for registered apprentices are the rates recognized in the sponsorship agreement for registered apprentices working in the pertinent classification.

For any other specific trade on this project not listed above, contact the Bureau of Labor Standards for further clarification.

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

Expiration Date: 12-31-2024
Revision Date: 1-3-2024

"General Decision Number: ME20240035 02/02/2024

Superseded General Decision Number: ME20230035

State: Maine

Construction Type: Highway

County: Franklin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024

*** ENGI0004-022 04/01/2023**

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/Blade, Milling Machine	$ 27.03	13.80

*** SUME2014-030 06/23/2017**

	Rates	Fringes
CARPENTER, Includes Form Work	$ 18.34	2.84
HIGHWAY/PARKING LOT STRIPING: Laborer	$ 14.80 **	1.27
IRONWORKER, REINFORCING	$ 16.27 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.40 **	2.69
LABORER: Common or General	$ 14.45 **	2.16
LABORER: Landscape	$ 18.69	2.70
LABORER: Wheelman	$ 15.64 **	4.29

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 18.80 4.16

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 21.66 4.91

OPERATOR: Broom/Sweeper.....$ 19.09 5.20

OPERATOR: Bulldozer.....$ 17.30 3.50

OPERATOR: Loader.....$ 18.59 5.53

OPERATOR: Mechanic.....$ 22.07 8.73

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 21.46 8.78

OPERATOR: Screed.....$ 19.02 4.82

OPERATOR: Roller (Earth).....$ 16.43 ** 3.40

OPERATOR: Roller Asphalt.....$ 21.97 7.81

TRAFFIC CONTROL: Flagger.....$ 9.38 ** 0.00

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper.....$ 17.47 4.80

TRUCK DRIVER: Dump Truck.....$ 15.07 ** 5.15

TRUCK DRIVER: Tack Truck.....$ 20.18 7.75

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

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.**

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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.

December 17, 2010
Supersedes December 30, 2009

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

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

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

SPECIAL PROVISION

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Reserved Limits)

It is hereby brought to the Contractor's attention that no work shall be performed outside of MaineDOT Right-of-Way as designated on the project plans until July 1, 2024. The purpose of these reserved limits is to allow MaineDOT Property Office adequate time to complete the condemnation process with abutting landowners for any temporary or permanent property rights needed to complete the project.

If the MaineDOT Property Office acquires the rights necessary to complete the project prior to July 1, 2024, then the Contractor may commence work on these properties as soon as the rights have been acquired by the Department.

Town: 2024 Large Animal Signage
Lang Twp. & Coplin Plt., Route 16
Project: 026246.00
Date: March 25, 2024

SPECIAL PROVISIONS
SECTION 104
UTILITIES

UTILITY COORDINATION

The Contractor has primary responsibility for coordinating their work with Utilities **AFTER** contract award. The Contractor shall communicate directly with the Utilities regarding any utility work necessary to maintain the Contractor's schedule and prevent project construction delays. The Contractor shall notify the Resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is **NOT** required.

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 and/or Railroads having facilities presently located within the limits of this project or intending to install facilities, either prior to or during project construction.

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

The Contractor shall give all Utilities **10** working days' notice prior to beginning **ANY** work on this project.

OVERVIEW

Utility / Railroad	Aerial	Subsurface	Contact	Phone
Central Maine Power Co.	X		Derick Hemingway	(207) 215-6136
Consolidated Communications	X		Marty Pease Ryan Beliveau	(207) 272-7993 (401) 263-2218
Helix Maine Wind Development, LLC	X		Mike Darienzzo	(207) 320-3681
Somerset Telephone Co. (TDS)	X	X	Andrew Russell Nick Blanchet	(202) 777-3625 (207) 399-7953

Temporary utility adjustments are **NOT** 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.

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 in order to ensure proper fire protection.

**** Specific information regarding line voltages can be requested from *Central Maine Power Co.*****

Utility working days are Monday through Friday.

AERIAL

Aerial utility adjustments are **NOT** anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Aerial Utilities require **5 working days'** notice prior to any operations involving work around their lines.

** POLE LIST **

- CMP 275 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 274 / CCI 237 - Transfer cable & down-guy, remove old pole.
- CMP 273 / CCI 238 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 272 / CCI 239 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 271 - Attach cable.
- CMP 270 - Attach cable.
- CMP 269 / CCI 5/240 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 268 - Attach cable.

SUBSURFACE

Subsurface utility adjustments are **NOT** anticipated in order to complete the scope of this project. If subsurface utility installations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Somerset Telephone Company (STC) - has underground copper and fiber optic facilities located within the project limits along the southern shoulder of this project, starting at Kennebago Rd. and heading westerly. STC reports that copper facilities terminate approximately 0.50 miles west of Narrow Gauge Rd., while fiber optic facilities continue to Reddington Rd. in the town of Dallas Plantation. The contractor shall give STC **5** working days' notice to have a person onsite while the contractor is digging near their facilities.

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 its 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.

Town: Lang Twp. - Coplin Plt., Route 16
Project: 026964.00
Date: March 25, 2024

SPECIAL PROVISIONS
SECTION 104
UTILITIES

UTILITY COORDINATION

The Contractor has primary responsibility for coordinating their work with Utilities and/or Railroads **AFTER** contract award. The Contractor shall communicate directly with the Utilities and/or Railroads regarding any utility work necessary to maintain the Contractor's schedule and prevent project construction delays. The Contractor shall notify the Resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is **NOT** required.

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 and/or Railroads having facilities presently located within the limits of this project or intending to install facilities, either prior to or during project construction.

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OVERVIEW

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Helix Maine Wind Development, LLC	X		Mike Darienzzo	(207) 320-3681
Somerset Telephone Co. (TDS)	X	X	Andrew Russell Nick Blanchet	(202) 777-3625 (207) 399-7953

Temporary utility adjustments are **NOT** 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.

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 in order to ensure proper fire protection.

**** Specific information regarding line voltages can be requested from *Central Maine Power Co.*****

Utility working days are Monday through Friday.

AERIAL

Aerial utility adjustments are **NOT** anticipated at this time for the project. Though unexpected, if utility relocations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Aerial Utilities require **5 working days'** notice prior to any operations involving work around their lines.

** POLE LIST **

Lang Twp.

- CMP 275 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 274 / CCI 237 - Transfer cable & down-guy, remove old pole.
- CMP 273 / CCI 238 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 272 / CCI 239 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 271 - Attach cable.
- CMP 270 - Attach cable.
- CMP 269 / CCI 5/240 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 268 - Attach cable.
- CMP 266 - Attach cable.
- CMP 265 - Attach cable.
- CMP 264 / CCI 242 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 263 - Attach cable.
- CMP 262 / CCI 243 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 261 - Attach cable & place down-guy (spans by pole).
- CMP 260 / CCI 244 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 259 - Attach cable & place down-guy (spans by pole).
- CMP 258 / CCI 5/245 - Transfer cable, drop & down-guy, remove old pole & anchor.
- CMP 257 / CCI 246 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 256 - Attach cable.
- CMP 255 / CCI 247 - Transfer cable & remove old pole.
- CMP 254 / CCI 248 - Transfer cable & remove old pole.
- CMP 253 - Attach cable & place down-guy.
- CMP 251 - Attach cable.
- CMP 250 / CCI 5/250 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 249 / CCI 248 - Transfer cable, drops & down-guy, remove old pole & anchor.

- CMP 248 - Attach cable.
- CMP 247 - Attach cable & place down-guy.
- CMP 246 / CCI 252 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 245 / CCI 253 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 244 - Attach cable & place down-guy.
- CMP 243 / CCI 254 - Transfer cable & down-guy, remove old pole & anchor.
- CMP 242 - Attach cable & place down-guy.

Coplin Plt.

- CMP 218S / STC 123 - Transfer cable, overhead & down-guy, remove old pole & anchor.
- STC 7000 / 122.1 (riser) - Transfer cables & down-guy, remove old pole & anchor.
- CCI 257.1? - Remove abandoned pole.
- CMP 207 / TDS 121 - Remove abandoned pole, down-guy & anchor.
- CMP 206 / TDS 7000/120 - Transfer drop & remove old pole.

NOTE: A follow-up Field Review will be performed post-construction to ensure that any realignment associated with this project will not adversely affect minimum required pole offsets.

SUBSURFACE

Subsurface utility adjustments are **NOT** anticipated in order to complete the scope of this project. If subsurface utility installations become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the Utilities after the Contractor has finished their work.

Somerset Telephone Company (STC) - has underground copper and fiber optic facilities located within the project limits along the southern shoulder of this project, starting at Kennebago Rd. and heading westerly. STC reports that copper facilities terminate approximately 0.50 miles west of Narrow Gauge Rd., while fiber optic facilities continue to Reddington Rd. in the town of Dallas Plantation. The contractor shall give STC **5** working days' notice to have a person onsite while the contractor is digging near their facilities.

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 its 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.

Lang Township & Coplin Plantation
026246.00 & 026964.00
April 4, 2024

SPECIAL PROVISION 105
CONSTRUCTION AREA

Construction Areas located in Lang Township & Coplin Plantation have been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

The sections of highway under construction in Franklin County:

Projects 026246.00 & 026964.00 *are located on Rte.16, beginning 1.33 miles west of the Lang Township/Coplin Plantation town line and extending east 5.45 miles to the easterly joint of the Nash Stream bridge.*

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

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

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

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

I. To protect Northern Long Eared Bat (*Myotis septrionalis*) a federally Endangered species:

   A. If the Contractor witnesses a bat (dead or alive), any activities that may injure any live bats must cease immediately and must contact the MaineDOT Environmental (ENV) Office for further coordination. Dead and/or injured bats will be collected by a MaineDOT biologist for further investigation or transfer to a veterinarian. Work in the vicinity of the live/dead bat sighting will not resume until the ENV office or project resident confirms it is acceptable to do so.

II. To protect migratory birds pursuant to the Migratory Bird Act of 1918:

   A. If the Contractor observes an active bird nest within the project limits, any activities that may disturb the nest or injure birds (i.e., nesting adults, chicks, eggs) must cease immediately, and the Contractor shall contact the ENV Office for further coordination.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Environmental Requirements)

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

A. In Stream work applies to the following culvert locations:

1. XC 978337: 45.10995, -70.47990
   XC 978387: 45.08788, -70.52110
   XC978394: 45.08229, -70.53041
   XC978429: 45.07819, -70.07819

B. If standing or flowing water is present at the above-identified culvert locations, in stream work shall be conducted within a cofferdam constructed according to MaineDOT's Standard Specifications, Section 511 and in adherence with the Contractor's approved "Soil Erosion and Water Pollution Control Plan" for this project.

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

D. In Stream Work shall not be allowed between the dates of October 1st and July14 (**In-Stream work shall be allowed from July 15 to September 30th**.

II. Wetlands are defined as areas inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. The following special conditions shall apply to this project:

A. In-wetland work applies to the following location:

1. XC978412: 45.07856, -70.54234
   XC978353: 45.09932, -70.48598
   XC1032871: 45.08109, -70.53401
   XC1032882: 45.10294, -70.48227
   XC1032883: 45.10486, -70.48117
   XC978344: 45.10373, -70.48180

B. To minimize the spread of invasive species, straw mulch shall be utilized in disturbed wetland areas for soil stabilization.

III. Approvals:

A. Soil Erosion and Water Pollution Control Plan (SEWPCP)

B. Permitted Protected Natural Resource Impacts, see Corps Maine GP 22 Permit Number NAE-2024-00602 for locations:

1. Wetland
   a. Permanent: 275 s.f.
   b. Temporary: 450 s.f.

2. Stream
   a. Permanent: 175 s.f.
   b. Temporary: 405 s.f.

IV. To protect Northern Long Eared Bat (*Myotis septrionalis*) a federally Endangered species:

A. If the Contractor witnesses a bat (dead or alive), any activities that may injure any live bats must cease immediately and must contact the MaineDOT Environmental (ENV) Office for further coordination. Dead and/or injured bats will be collected by a MaineDOT biologist for further investigation or transfer to a veterinarian. Work in the vicinity of the live/dead bat sighting will not resume until the ENV office or project resident confirms it is acceptable to do so.

V. To protect migratory birds pursuant to the Migratory Bird Act of 1918:

A. If the Contractor observes an active bird nest within the project limits, any activities that may disturb the nest or injure birds (i.e., nesting adults, chicks, eggs) must cease immediately, and the Contractor shall contact the ENV Office for further coordination.

SPECIAL PROVISION 105
GENERAL SCOPE OF WORK
Equal Opportunity and Civil Rights
(Disadvantaged Business Enterprises Program)

105.10.1.1 Disadvantaged Business Enterprises Program The Maine Department of Transportation (MaineDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 26. The MaineDOT receives federal financial assistance from USDOT, and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.The MaineDOT is responsible for determining the eligibility of and certifying DBE firms in Maine.

A DBE is defined as a for-profit business that is owned and controlled by one or more socially and economically disadvantaged person(s). For the purpose of this definition:

1. "Socially and economically disadvantaged person" means an individual who is a citizen or lawful permanent resident of the United States and who is Black, Hispanic, Native American, Asian, Female; or a member of another group or an individual found to be disadvantaged by the Small Business Administration pursuant to Section 3 of the Small Business Act.
2. "Owned and controlled" means a business which is:
   a. A sole proprietorship legitimately owned and controlled by an individual who is a disadvantaged person.
   b. A partnership or limited liability company in which at least 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).
   c. A corporation or other entity in which at least 51% of the voting interest and 51% of the beneficial ownership interests legitimately are held by a disadvantaged person(s).

The disadvantaged group owner(s) or stockholder(s) must possess control over management, interest in capital, and interest in earnings commensurate with the percentage of ownership. If the disadvantaged group ownership interests are real, substantial and continuing and not created solely to meet the requirements of this program, a firm is considered a bona fide DBE.

105.10.1.2 Commercially Useful Function MaineDOT will count expenditures of a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Credit will only be given when the DBE meets all conditions for a CUF. Credit for labor will be in accordance with the responsibilities outlined in the contract. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, MaineDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing and DBE credit claimed for its performance of the work, and other relevant factors.

Rented equipment used by the DBE must not be rented from the Prime Contractor on a job that the DBE is subcontracted with that Prime Contractor for regular course of business.

A current listing of certified DBEs that may wish to participate in the highway construction program and the scope of work for which they are certified can be found at https://www.maine.gov/mdot/civilrights/dbe/. Credit will be given for the value described by a DBE performing as:

A. A prime contractor; 100% of actual value of work performed by own workforces.
B. An approved subcontractor; 100% of work performed by own workforces.
C. An owner-operator of construction equipment; 100% of expenditures committed.
D. A manufacturer; 100% of expenditures committed. The manufacturer must be a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor. Brokers and packagers shall not be regarded as manufacturers.
E. A regular dealer; 60% of expenditures committed. A regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public. For purposes of this provision a "Broker" is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party. Brokers and packagers shall not be regarded as regular dealers.
F. A bona fide service provider; 100% of reasonable fees or commissions. Eligible services include professional, technical, consultant, or managerial, services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract. Eligible services also include agencies providing bonding and insurance specifically required for the performance of the contract.
G. A trucking, hauling or delivery operation. 100% of expenditures committed when trucks are owned, operated, licensed and insured by the DBE and used on the contract and, if applicable, includes the cost of the self supplied materials and supplies.100% of expenditures committed when the DBE leases trucks from another DBE firm including an owner-operator. 100% of reasonable fees or commissions the DBE receives as a result of a lease arrangement for trucks from a non-DBE, including an owner-operator.
H. Any combination of the above.

105.10.1.3 Race-neutral Goals The Maine DOT is required to set an annual goal (approved on a three year basis) for DBE participation in Federal-aid projects. In order to fulfill that goal, bidders are encouraged to utilize DBE businesses certified by the MaineDOT. MaineDOT seeks to meet the established DBE goal solely through race-neutral means. *Race-neutral* DBE participation occurs when a DBE is awarded a prime contract through customary competitive procurement procedures, is awarded a subcontract on a contract that does not carry a DBE contract goal, or wins a subcontract from a prime contractor that did not consider its DBE status in making the award. A DBE/subcontractor Utilization Proposed Form is required to be included in bid documents.

MaineDOT will analyze each project and create a Project Availability Target (PAT), based on a number of factors including project scope, available DBE firms, firms certified in particular project work, etc. Each bid will request that the contractor attempt to meet the PAT. This PAT is developed to assist contractors to better understand what the MaineDOT expectations are for a

specific project. The PAT is NOT a mandate but an assessment of what this particular project can bear for DBE participation. The Department anticipates that each contractor will make the best effort to reach or exceed this PAT for the project.

105.10.1.4 Race-conscious Project Goals If it is determined by the Department that the annual DBE goal will not be met through *race-neutral* means, the Department may implement *race-conscious contract goals* on some projects. Race-conscious contract goals are goals that are enforceable by the Department and require that the prime contractor use good faith effort to achieve the goal set by the Department for that particular project. If race conscious means are implemented on a project, the Prime must comply with the requirements of 49 CFR.

At the time of the bid opening, all Bidders shall submit with their bid a Disadvantaged Business Enterprise (DBE) Commitment Form provided by the Department. This form will list the DBE and non-DBE firms that are proposed to be used during the execution of the Work. The list shall show the name of the firm, the item/material/type of work involved and the dollar amount of work to be performed. The dollar total of each commitment shall be totaled and a percentage determined.

If the project goal is not met, acceptable documentation showing all good faith efforts made to obtain participation may be required in order to award the project. Failure to provide the required listing with the dollar participation total or acceptable documentation of good faith efforts to obtain DBE participation within 3 days after the bid opening date will be considered a lack of responsiveness on the part of the low bidder. Rejection of the low bid under these circumstances will require the low bidder to surrender the Proposal Guaranty to the Department. The submission and approval of the above forms does not constitute a formal subcontract.

If for any reason during the progress of the Work the Contractor finds that DBEs included on the list are unable to perform the proposed work, the Contractor, with written release by the committed DBE or approval of the Department, may substitute other DBE firms for those named on the list. If the Contractor is able to clearly document their inability to find qualified substitute firms to meet the project goal, the Contractor may request in writing approval to substitute the DBE with a non-DBE firm. If at any time during the life of the Contract it is determined that the Contractor is not fulfilling the goal or commitment(s) and is not making a good faith effort to fulfill the DBE requirement, the Department may withhold progress payments. If good faith effort is determined by the Department, failure to meet the DBE contract goal will not be a detriment to the bid award. Fulfillment of the goal percentage shall be determined by dividing the dollars committed to the DBEs by the actual contract dollars. These requirements are in addition to all other Equal Employment Opportunity requirements on Federal-aid contracts.

105.10.1.5 Certification of DBE attainment on Contracts The MaineDOT must certify that it has conducted post-award monitoring of all contracts to ensure that DBEs had done the work for which credit was claimed. The certification is for the purpose of ensuring accountability for monitoring which the regulation already requires. The MaineDOT will certify these contracts through review of CUF forms, Elations sub-contract payment tracking as well as occasional on-site reviews of projects and through the project's final closeout documentation provided by our Contracts Section.

105.10.1.6 Bidders' List Survey Pursuant to 49 CFR 26.11 the MaineDOT is required to "create and maintain" a bidders list and gather bidder information on our construction/consultant projects, Contractors will maintain information on all subcontract bids submitted by DBE and Non-DBE firms and provide that information to the Department. The Following information is required:

Firm Name
Firm Address
Firm status (DBE or non-DBE)
Age of firm (years)
And the annual gross receipts amount as indicated by defined brackets, i.e. $500,000 to $800,000, rather than requesting exact figures.

Not only is this information critical in determining the availability of DBE businesses relative to other businesses that do similar work, but the Federal Highway Administration requires that we obtain this information.

MaineDOT DBE Project Attainment Target (PAT)

for this Project is **4.1**%

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 PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

This Contract shall be completed within continuous calendar days. The Contractor may begin work **no earlier than July 8, 2024** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date will be no later than **September 27, 2025.**

At least 14 calendar days prior to the desired Begin Construction Date, the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov, Mark.Shibles@Maine.gov,** and **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. Upon receipt of the schedule of work, a pre-construction meeting will be scheduled. A Contract Modification will be executed to document the new Contract Completion Date based upon the Begin Construction Date. The modified Contract Completion Date shall not exceed the Contract Completion Date specified in this special provision.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to seven calendar days if the request is made at least 4 calendar days prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov, Mark.Shibles@Maine.gov,** and **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.

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

The March 2020 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

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

The rotary drum shall be a minimum of 7 feet in width and utilize carbide tip tools at a minimum triple wrap configuration. The difference in height from the top of any ridge to the bottom of the groove adjacent to that ridge shall not exceed ¼ inch. The forward speed of the milling machine shall be adjusted to produce a milled surface meeting the groove spacing, groove depth, and surface tolerance requirements of this specification. The tools on the revolving cutting drum must be continually maintained and shall be replaced as warranted to provide a uniform pavement texture. The Department may evaluate the texture of the milled surface for information purposes by performing the Sand Patch test according to ASTM E 965.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the milling or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01). The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding ½ inch under a 16 foot string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed $^{3}/_{8}$ inch under a 10 foot string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

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

TABLE 1: MILLING CONDITIONS FOR ADJOINING LANES

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

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

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

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

TABLE 2: MILLING CONDITIONS FOR THE EDGE OF TRAVELED WAY

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

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

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

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

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

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

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

Basis of Payment

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

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

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

Pay Item	Pay Unit
202.202 Removing Pavement Surface	S.Y.
202.20201 Removing Pavement Surface (Hourly)	Hour

SPECIAL PROVISION
SECTION 308
Full Depth Recycling with Portland Cement

308.01 Description This work shall consist of pulverizing a portion of the existing roadway structure into a homogenous mass, adding a Portland cement stabilizer to the depth specified in the contract, placing and compacting this material to the lines, grades, and dimensions shown on the plans or established by the Resident.

Pulverizing of existing pavement layers may be accomplished by means and equipment described in this specification, or with equipment described in Section 311 – Cold In-place Recycled Pavement that has been modified to pulverize pavement layers full depth, capable of reducing the required existing materials to a size that will pass a 2 inch square mesh sieve, including an inch of underlying gravel.

Adding Portland cement to the pulverized pavement layer at the required depth and width may be accomplished by means and equipment described in this specification up to 6 inches in treatment depth, or with equipment described in Section 311 – Cold In-place Recycled Pavement up to 5 inches in treatment depth.

MIX DESIGN

The Department will supply a mix design for the recycling work based on test results from pavement and soil analysis taken to the design depth. The Department will provide the following information prior to construction:

1. Percent of Portland cement to be used.
2. Optimum moisture content for proper compaction.
3. Additional aggregate (if required).

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

MATERIALS

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

308.021 New Aggregate and Additional Recycled Material New aggregate, if required by the contract, shall meet the requirements of Subsection 703.10 - Aggregate for Untreated Surface Course and Leveling Course, Type A. Aggregate Subbase Course Gravel Type D processed to 100 percent passing a 2 inch square mesh sieve and meeting the requirements of 703.06 – Aggregate for Base and Subbase may be used in areas

requiring depths greater than 2 inches. New aggregate will be measured and paid for under the appropriate item.

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

Recycled material generated and salvaged from the project shall be used within the roadway limits to the extent it is available as described in 308.09. No additional payment will be made for material salvaged from the project.

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

308.022 Portland Cement Portland Cement shall be Type I or II meeting the requirements of AASHTO M85, or Type IL meeting the requirements of AASHTO M 240.

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

EQUIPMENT

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

308.031 Cement Spreader Spreading of the Portland cement shall be done with a spreader truck designed to spread dry particulate (such as Portland Cement or Lime) or other approved means to insure a uniform distribution across the roadway and minimize fugitive dust (See also the *Health and Safety/Right to-Know* section of this Special Provision). Pneumatic application, including through a slotted pipe, will not be permitted. Other systems that have been developed include fog systems, vacuum systems, etc. Slurry applications could also be accepted. The Department reserves the right to accept or reject the method of spreading cement based on the concerns specified herein. The Contractor shall provide a method for verifying that the correct amount of cement is being applied.

Health and Safety/Right-to-Know Portland cement is considered a hazardous chemical under US OSHA Hazard Communication Rule 29 CFR 1910.120, therefore, all Contractors and Subcontractors are required to notify their workers of the potential health hazards associated with working with Portland cement.

In no area of the work site, where cement or cement-pavement-gravel combination is being applied, re-worked with reclaimer, rolled or graded, shall respirable dust be allowed to exceed the NIOSH [1974] established respirable dust standard (RDS) recommended exposure limit (REL) of 0.05 mg/m3 (for up to a 10 hour workday during a 40 hour work week).

The Contractor shall notify the Resident before commencing any work that involves Portland cement application, reclaiming, rolling, or grading.

The Contractor shall designate a Hazardous Waste Operations "Competent Person" to provide direct on-site supervision plus health and safety monitoring for work in the Portland cement impacted sections of the project. The Competent Person shall have certified training and experience in field implementation of the aforementioned regulations.

Submittals The Contractor shall submit a site specific Health and Safety Plan (HASP) to the Resident at least two weeks in advance of any Portland cement related work on the project.

Health and Safety Monitoring In any area of the project where Portland cement is being worked, the Contractor's designated Competent Person shall monitor the worker breathing zone for respirable dust. In the event the OSHA respirable dust REL is exceeded, the Contractor's Competent Person shall direct operations to cease. Operations will not recommence until the situation is corrected and respirable air returns to acceptable levels. The Contractor shall provide all required health and safety monitoring equipment.

308.04 Placement Equipment Placement of the Full Depth recycled material to the required slope and grade shall be done with an approved highway grader up to 6 inches in treatment depth, or with equipment described in Section 311 – Cold In-place Recycled Pavement up to 5 inches in treatment depth.

308.05 Rollers The full depth recycled material shall be rolled with a vibratory pad foot roller, a vibratory steel drum soil compactor and a pneumatic tire roller. The pad foot roller drum shall have a minimum of 112 tamping feet 3 inches in height, a minimum contact area per foot of 17 $inch^2$, and a minimum width of 84 inches. The vibratory steel drum roller shall have a minimum 84 inch width single drum. The pneumatic tire roller shall meet the requirements of Section 401.10 and the minimum allowable tire pressure shall be 85 psi.

Should the Contractor option to use equipment described in Section 311 – Cold In-place Recycled Pavement for treatments up to 5 inches in depth, the pad foot roller will not be required.

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

308.07 Weather Limitations When Portland cement is used, full depth recycled work shall be performed when;

A. FDR w Portland cement stabilizing operations will be allowed between May 15th and September 15th inclusive in Zone 1 - Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais. Cement stabilizing will be allowed between May 1st and September 30th inclusive in Zone 2 - Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.
B. The atmospheric temperature, as determined by an approved thermometer placed in the shade at the recycling location, is 50°F and rising.
C. When there is no standing water on the surface.
D. During generally dry conditions, or when weather conditions are such that proper pulverizing, adding, mixing, and curing can be obtained using proper procedures, and when compaction can be accomplished as determined by the Resident.
E. When the surface is not frozen and when overnight temperatures are expected to be above 32°F.
F. Wind conditions as such that the spreading of cement on the roadway ahead of the recycling machine will not adversely affect the operation (cement will not be blown away).

308.08 Curing No new hot mix asphalt pavement or additional layers of recycled material shall be placed on the recycled asphalt pavement until a curing period of (4) four days has elapsed or until curing has reduced the moisture content to 1 percent or less by total weight of the mixture, whichever comes first. The curing period starts once the FDR process has been completed in the roadway. The cure period may be reduced by the Department if can be demonstrated by coring that the layer has cured and stabilized and able to be paved upon. The curing period may be extended by the Resident if the weather has been unfavorable during the cure period, and core samples demonstrate that the layer has not cured and stabilized.

308.09 Surface Tolerance The complete surface of the Full Depth Reclamation course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of ⅜ inch.

308.10 Full Depth Recycling Procedure New aggregate or recycled material meeting the requirements of Section 308.021 - New Aggregate and Additional Recycled Material shall be added as necessary to restore cross-slope and/or grade before pulverizing. Locations will be shown on the plans or described in the construction notes; the Resident may add other locations while construction of the project is in progress. The Contractor

will use recycled material to the extent it is available, in lieu of new aggregate. The material shall then be pulverized, processed, and blended into a homogeneous mass passing a 2 inch square mesh sieve. Material found not pulverized down to a 2 in size will be required to be reprocessed by the recycler with successive passes until approved by the Resident.

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

The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of ⅜ inch. The initial reclaiming process density requirements will be the same as Section 308.13 unless otherwise directed by the Resident.

Following completion of the initial reclaiming process cement shall be spread uniformly over the full width of roadway to be recycled just prior to each pass of the stabilizing operation, in a continuous process by means of a mechanical spreader. Dry stabilizing agents shall be spread at the prescribed rate in the mix design as provided by the Department. These additives shall then be uniformly blended into a homogeneous mass until an apparent uniform distribution has occurred. The Resident may adjust the rate of application as necessary.

Sufficient water shall be added through the recycler head during the recycling process to ensure thorough blending to meet the optimum moisture for compaction as specified. Water shall be added only by means of a controlled system on the recycling machine. Care shall be taken to prevent excessive wetting. A second water truck may be required during recycling operations to assist in the compaction and water control efforts. The rate of water supplied shall be kept constant unless changed due to project material changes.

The resultant material shall be graded and compacted to the cross-slope and profile shown on the plans or as directed by the Resident. The Contractor will also be responsible for re-establishing the existing profile grade. The completed surface of the full depth recycled course shall be shaped and maintained to a tolerance, above or below the required cross sectional shape, of ⅜ in. Areas not meeting this tolerance will be repaired as described in Section 308.11.

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

A. Surface laminations.
B. Segregation of fine and coarse aggregate.
C. Corrugations, centerline differential, potholes, or any other defects that may adversely affect the performance of the layer.

The Contractor shall protect and maintain the recycled layer until a lift of pavement is applied. Frequent light watering shall be performed to keep the finished cement stabilized material moist for at least 48 hours. Watering will continue from 48 hours to 1 week if the equipment is available on-site. Any damage or defects in the layer shall be repaired immediately. An even and uniform surface shall be maintained. The recycled surface shall be swept prior to hot mix asphalt placement.

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

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

TESTING REQUIREMENTS

308.12 Quality Control The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.4 - Quality Control and this Section. The Contractor shall not begin recycling operations until the Department approves the QCP in writing.

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

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

A. Sources for all materials, including New Aggregate and Additional Recycled Material.
B. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers.
C. Testing Plan.
D. Recycling operations including recycling speed, yield monitoring, procedures for avoiding recycling and curing in inclement weather, methods to ensure that segregation is minimized, procedures for mix design modification, grading and compacting operations, methods to introduce water throughout the cement treated layer, and cement application procedure.
E. Methods for protecting the finished product from damage and procedures for any necessary corrective action.
F. Method of grade checks.

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

The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate the full depth reclamation process in accordance with the following minimum frequencies:

MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Density	1 per 1000 ft / lane	AASHTO T 310
Air Temperature	4 per day at even intervals	
Surface Temperature	At the beginning and end of each days operation	
Yield of all materials (The daily yield, yield since last test, and total project yield.)	1 per 4000 ft/lane (minimum of 2 per day)	

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

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

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

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

308.13 Test Strip The contractor shall assemble all items of equipment for the recycling operation on the first day of the recycling work. The Contractor shall construct a test strip for the project at a location approved by the Resident. The Responsible onsite Recycling Supervisor will work with Department personnel to determine the suitability of the mixed material, cement dispersion within the mixed material, moisture control within the mixed material, and compaction and surface finish. The test strip section is required to:

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

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

After the test strip has been pulverized, and the roadway brought to proper shape, the Contractor shall add water until it is determined that optimum moisture has been obtained. The test strip shall then be rolled using the specified compaction equipment as directed until the density readings show an increase in dry density of less than 1 pcf for the final four roller passes of each roller. The Contractor and Department will each determine a target density using their respective gauges by performing five density tests at different transverse offsets across the treated recycled layer in intervals of no less than 60 longitudinal feet and averaging them. The average of these tests will be used as the target density of the recycled material for QC and Acceptance purposes.

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

ACCEPTANCE TEST FREQUENCY

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

308.11 Method of Measurement Full Depth Recycled Pavement with Cement will be measured by the square meter [square yard].

308.12 Basis of Payment The accepted quantity of Full Depth Recycled Asphalt Pavement with Cement will be paid for at the contract unit price per square yard, complete in-place which price will be full compensation for furnishing all equipment,

materials and labor for pulverizing, blending, placing, grading, compacting, and for all incidentals necessary to complete the work.

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

Payments will be made under:

Pay Item	Pay Unit
308.36 Full Depth Recycling with Cement	Square Yard

SPECIAL PROVISION

SECTION 308

(Full Depth Reclamation Pavement with Cement)

Mix Design

The JMF targets represented in this Special Provision are intended to provide a basis for bidding purposes only. The Department will develop a job mix formula for the recycled pavement section using samples taken during the construction of the project. A minimum of a seven day period will be allowed for the mix design process. The Contractor shall plan their work accordingly.

The Recycled Pavement on this project will be treated with the following material proportions:

Water	3.0 – 6.0 %
Portland Cement	3.0 %

The optimum moisture content for compaction shall be determined by the Department using samples obtained from the recycled stockpiled material by means of AASHTO T 180, Method D.

A contract modification will be executed for cement content if percentages change from the requirements above by more than 0.25 %. Positive and negative price adjustments will be made. The price adjustment will be based upon receipted bills for materials delivered to the project site. If a price adjustment is warranted, the contractor will supply the Department with all the receipted bills for emulsion for the entire project. Adjustments in water content exceeding the initial targets shall not be paid for directly, but shall be incidental.

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

TABLE 1: VOLUMETRIC DESIGN CRITERIA

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

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

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

samples for testing of the mixture. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes for a JMF as outlined in the MaineDOT HMA Policies and Procedures for HMA Sampling and Testing Manual: Mix Design Approval Section.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

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

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

TABLE 2: ALLOWABLE TEMPERATURE RANGES

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

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

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

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

TABLE 3: SEASONAL AND TEMPERATURE LIMITATIONS

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

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

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

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

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

TABLE 5: PLACEMENT CONDITIONS FOR ADJOINING LANES

Depth (at centerline)	Placement Conditions
Vertical Longitudinal Joint	
¾" and less (incl. shim)	The Contractor may place the HMA course over the full single travel lane width for each production day.
1" to 1 ¼"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension.
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.
Greater than 2"	The Contractor shall place each course over the full width of the traveled way section being paved that day.
Notched-Wedge Longitudinal Joint	
1 ½" to 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before weekend or holiday suspension. A maximum unmatched centerline joint length of 0.5 miles will be permitted over the weekend.
Greater than 2"	The Contractor may place the HMA course over the full single travel lane width for each production day and will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day.

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

The Contractor shall install additional warning signage that clearly defines the centerline elevation differential hazard. Unless otherwise addressed in the contract, the Contractor shall install additional centerline delineation such as a double application of raised pavement markers at 100 foot intervals, or temporary painted line. For any exposed vertical edge between the shoulder and traveled way, at a minimum, the use of temporary painted line, or RPMs placed along the edge of traveled way at 200 foot intervals is required. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed prior to the work, at a maximum spacing of

0.50 mile for the entire length of effected roadway section. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

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

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

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

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum-based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

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

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

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

For all items requiring pavement density testing, the Contractor shall cut 6-inch diameter cores at no additional cost to the Department by the end of the working day following paving. Cores shall be cut such that the nearest edge at least 9 inches from any joint. Pre-testing of the cores will not be allowed. If the Contractor and the Department mutually determine that a core is damaged, the Contractor shall cut new core(s) at the same offset and within 3 ft of the initial sample. The Contractor and the Department will mutually determine if underlying material is adhered to the core and if so will mark the core at the point where sawing is needed. The Department will place the cores in a secure container and the Contractor shall transport the cores to the designated MaineDOT lab. The cores will be saw cut by the Department to remove underlying layers. No recuts are allowed at a test location after the core has been tested.

On all sections of overlay with wearing courses designed to be 1 in or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Mix Asphalt Pavement. For overlays designed to be 1 in or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustment for density, unless otherwise directed by the Department.

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

401.16 Joints The Contractor shall construct wearing course transverse and longitudinal joints in such a manner that minimum tolerances shown in Section 401.11 - Surface Tolerances are met when measured with a straightedge. The paver screed shall maintain a uniform head of HMA during transverse and longitudinal joint construction. The HMA shall be free of segregation and meet temperature requirements outlined in Section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 3 in of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

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

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

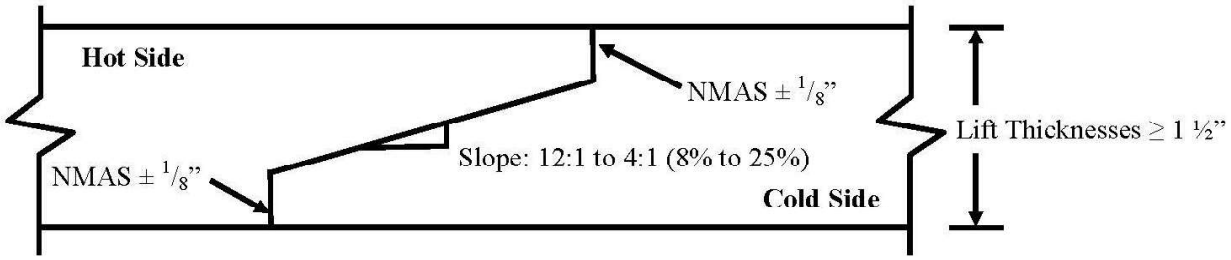


FIGURE 1: Notched Wedge Joint

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

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

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

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

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

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

401.18 Prepave Meeting Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the density QC random numbers to be used on the project shall be provided to the Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All personnel of the Department and the Contractor who have significant information relevant to the paving items shall attend, including the responsible onsite paving supervisor for the Contractor. The Resident will prepare minutes of the conference and distribute them to all attendees. Any requests to revise the minutes must be made to the Resident within 7 Days of Receipt. These minutes will constitute the final record of the Pre-paving conference. On the first day of paving and whenever there is a change in the onsite paving foreman or paving inspector, the Department and the Contractor shall hold an informal onsite meeting to review the minutes of the Pre-paving conference, Project Specific QCP, Plans, Typicals, Special Provisions and communication process. This meeting shall be held prior to placing any mix and, at minimum, shall occur yearly for multi-year contracts. 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 every year 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 every year. A copy of the random numbers shall be emailed to the QC.mainedot@maine.gov email address and remain on-file (in print) and be available for inspection at the QC laboratory. The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the minimum frequencies per each approved mix design.

TABLE 6: MINIMUM QUALITY CONTROL FREQUENCIES

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

*Method A and B only

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

TABLE 7: CONTROL LIMITS

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

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

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

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

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report summarizing the mixture type, mixture temperature, equipment used, environmental conditions, and the number of

roller passes, shall be recorded and signed by the QCT and provided to the QC.mainedot@maine.gov email address and Resident in writing by 1:00 p.m. the next working day. The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. The Contractor may only cut additional cores for verification of the densometer, at a rate not to exceed 3 per day or 2 per 1000 ton placed.

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

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

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

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

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

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

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

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

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

TABLE 8: ACCEPTANCE PROPERTIES – METHOD A & C

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

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

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

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

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

Lot Size*	Entire production per item per contract per year 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

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

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

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

TABLE 10: ACCEPTANCE LIMITS – METHOD A & C

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

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

TABLE 11: CEASE PRODUCTION – METHOD A & C

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

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

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

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

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

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

The following variables will be used for pay adjustment:

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

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

TABLE 12: PAY ADJUSTMENT CALCULATIONS – METHOD A & C

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

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

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

TABLE 13: 0.075 MM SIEVE PAY ADJUSTMENT

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

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

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

TABLE 14: ACCEPTANCE PROPERTIES – METHOD B & D

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

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

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

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

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

TABLE 16: ACCEPTANCE LIMITS – METHOD B & D

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

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

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

TABLE 17: PAY ADJUSTMENTS – METHOD B & D

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

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

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

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

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

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

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

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

TABLE 18: DISPUTE RESOLUTION VARIANCE LIMITS

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

*Disputes will not be allowed on Item 403.209

^Disputes will only be allowed on Sieve Sizes used for pay adjustment calculations

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

value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample and will be used to re-calculate any other affected results or properties.

SECTION 402 - PAVEMENT SMOOTHNESS

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

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

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

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

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

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

TABLE 1: ACCEPTANCE LIMITS

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

Computation of Smoothness Pay Adjustment:

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

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

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

Payment will be made under:

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

SECTION 403 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

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

Payment will be made under:

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

March 8, 2024

SPECIAL PROVISION SECTION 401
HOT MIX ASPHALT
(Thin Lift Surface Treatment – ¾ inch and 1 inch)

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 shall accept this work under Quality Assurance provisions as specified in Special Provision Section 400; Subsection 401 - Hot Mix Asphalt Pavement, and Standard Specifications Section 106 - Quality.

The Thin Lift Surface Treatment shall meet all of the Materials, Seasonal Limitations, Equipment, and Construction requirements of Section 401, with the following additions and changes.

Weather and Seasonal Limitations All work shall be in accordance with Division 400 – Pavements; Section 401 – Hot Mix Asphalt Pavement, subsection 401.06- Weather and Seasonal Limitations, with the exception of the following revisions;

1. For travelway paving the seasonal limits are extended to the Saturday following September 15th for surface courses placed less than 1 inch during conditions defined as night work, and October 1st for surface courses less than 1 inch during conditions defined as day work.
2. Shoulder surface courses that are less than 1 inch and are paved separately from the travelway shall be completed by the Saturday following October 15th.

The minimum pavement surface temperature for application of the tack coat and placement of the wearing course is 50º F.

Materials 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.

Compaction As a minimum, compaction of the Thin Lift Surface Treatment will be obtained using a minimal roller train consisting of a 10 ton vibratory roller, 16 ton pneumatic roller, and a 10 ton finish roller. Once the methods are established, rolling patterns, equipment, and methods will become part of the QCP. Failure to conform to these requirements will be treated as a second incident under 106.4.6 QCP Non-compliance.

The Contractor will be required to provide a QCT onsite for the placement of the Thin Lift Surface Treatment to monitor placement activities and maximize the density of the material for each day of placement. The QCT will be required to perform density testing of the mixture using a density meter (according to ASTM D 2950). A control section will be established at the beginning of the first day of production to establish roller patterns. The control section mixture will be rolled until the density readings show less than 1 pcf change for the final roller passes. This density will be used as the target TMD for the mixture. The remainder of the areas to be paved shall be compacted to a minimum density of 98% of the target density as determined in the control section.

The Contractor shall record and provide reports of each day's results, including a daily paving report listing the mixture type, mixture temperatures, equipment used, environmental conditions, and number of roller passes used to obtain the target TMD. Reports shall be signed by the QCT and presented to the Department's representative by the end of the working day. If this option is selected, the QCT will be required to monitor the densities for the entire production run. The QCT shall be required to be onsite during all mainline paving operations.

The Department may halt the production and placement of the Thin Lift Surface Treatment and require the construction of a new test strip if the Department finds that material being produced, hauled, or placed does not meet the requirements of Sections 401.08 through 401.18.

Method of Measurement The Department will measure Hot Mix Asphalt pavement by the ton in accordance with Section 109 - Measurement and Payment.

Basis of Payment The Department will pay for the Work, in place and accepted, in accordance with the applicable sections of this Special Provision; at the contract unit price per ton for the Pay Item listed in Special Provision Section 403 – Hot Mix Asphalt.

Payment will be made under:

Pay Item		Pay Unit
403.2104	9.5mm HMA - Thin Lift Surface Treatment	Ton
403.21041	9.5mm HMA – Polymer Modified Thin Lift Surface Treatment	Ton

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Material Transfer Vehicle Option)

Description The Contractor may elect to use a material transfer vehicle at their option to transfer hot mix asphalt to the paver on mainline travelways, shoulders, and ramps as denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

Material transfer vehicles shall operate as an independent unit not attached to the paver. It shall be a commercially manufactured unit specifically designed to transfer the hot mix from haul trucks to the paver without depositing the mix on the roadway. A separate hopper with a capacity of 14 ton shall be inserted into the regular paver hopper. The material transfer vehicle or the hopper insert shall be designed so that the mix receives additional internal mixing action either in the material transfer vehicle or the paver hopper.

Method of Measurement Hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be measured by the ton.

Basis of Payment The accepted quantities of hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be paid for at a price of $2.00 per ton.

Payments will be made under:

Pay Item:		Pay Unit:
403.40	Material Transfer Vehicle (MTV)	Ton

Lang Township - Coplin Plantation
26964.00
Route 16
Highway Rehabilitation
CHIP
April 22, 2024

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT PAVEMENT

Desc. Of Course	Grad Design.	Item Number	Total Thick	No. Of Layers	Comp. Notes
3" HMA Overlay - Full Depth Reclamation Area (293+50 to 297+79) Variable Depth Mill & 3" HMA Overlay Travelway, Shoulders & Side Roads (As Indicated)					
Wearing	9.5 mm	403.21041	1"	1	2,4,10,24,25,43
Base	12.5 mm	403.213	2"	1	4,10,41,43
Spot Shims (As Directed)					
Shim	9.5 mm	403.211	variable	1/more	4,10,20,30
Drives, Misc. (As Directed)					
Wearing	9.5 mm	403.209	2"	1/more	3,10,20,30

COMPLEMENTARY NOTES

2. The required PGAB shall be a storage-stable, homogeneous, polymer modified asphalt binder that meets **PG 64E-28** grading requirements in AASHTO M 332. All polymer modified asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be treated either at the asphalt source terminal with the required dose rate on the delivery documentation, or at the hot mix asphalt plant utilizing a system integrated with the plants controls that will introduce a minimum 0.50 percent anti-strip by weight of asphalt binder used unless a rate is otherwise recommended by the anti-strip manufacturer. The PGAB and anti-strip blend shall meet the **PG 64E-28** requirements. The Contractor shall provide supporting test data showing the PGAB and anti-strip blend meet the required criteria.
3. The aggregate qualities shall meet the design traffic level of <3 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**.
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**.
10. Section 106.6 Acceptance, (2) **Method D** as specified Section 401.21 - Quality Assurance Methods B and D. The Contractor may request a contract modification to change to testing method "C" prior to work starting on this item.
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.
24. See Special Provision 401 - Thin Lift Surface Treatment for project specifics.
25. The Contractor may, at their option, use a Material Transfer Vehicle (MTV) for **all mainline travelway and adjacent shoulders surface course** if paved in the same operation. See Special Provision 401 – Material Transfer Vehicle for 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.

41. The entire HMA pavement section (consisting of base layers) shall be completed before winter suspension. Any surface or base HMA placed after the seasonal limitations shall be considered temporary and removed and replaced the following construction season. The Department will not be responsible for costs or time related to the placement, removal or replacement of temporary pavement.
43. The contractor shall mill a stepped butt joint into the existing pavement at both the beginning and end joints for each pavement layer excluding the bottom base layer. For each layer, the stepped joint shall be cut to the depth and width of the pavement layer being placed and extend 5 feet beyond the immediate underlying layer**.** The **butt joint** for the overlying layer shall be **completed prior** to placing the adjacent layer**.** The Resident may extend this length as determined by the condition of the match point. No additional payment will be made for the milling of the butt joints but will instead be considered incidental to associated paving items.

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 0.050 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and surface course as well as to any bridge membrane prior to the placement of HMA layers at a rate not to exceed 0.030 gal/yd². Tack used will be **paid for at the contract unit price** for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

Pay Item		Pay Unit
603.161	15 Inch Corrugated Metal Pipe	Linear Foot
603.171	18 Inch Corrugated Metal Pipe	Linear Foot
603.1752	18 Inch Reinforced Concrete Pipe Class IV	Linear Foot
603.191	24 Inch Corrugated Metal Pipe	Linear Foot
603.211	36 Inch Corrugated Metal Pipe	Linear Foot

Special Provision
Section 645
Solar Powered Flashing Sign

645.01 – Description
Remove section 645.01 in its entirety.

Add:
"This work shall consist of furnishing and installing new solar powered flashing signs, controller cabinets, controllers, solar panels, batteries, sign supports, and all associated appurtenances needed for a working flashing sign installation in accordance with these specifications and in reasonably close conformity with the plans."

645.02 – General
Add:
"All equipment and materials shall be capable of operating in temperatures ranging from -30ºF to 150ºF."

645.021 – Materials
Add:
"LEDs shall be equivalent to High-power Luxeon – 1 watt LEDs with a life expectancy of 100,000 hours.

The cabinet holding the electronics, charge controller, and batteries should be dust and moisture proof, made of aluminum or stainless steel, and be lockable. Two keys shall be furnished for each lock.

The controller shall flash the LEDs in accordance with MUTCD requirements and guidelines, and shall adjust the brightness of the LEDs based on ambient light conditions.

Solar panels shall be rated for a minimum of 40 watts and be supplied with a bracket to rotate at least 180 degrees.

All exposed wiring for flashing signs and solar panels shall be IMSA 19-1 rated and be of sufficient size to continuously carry the full electrical load unless approved by the Resident Engineer and a licensed electrician representing MaineDOT.

The solar charge control shall be self-regulating, temperature compensated, contain a low voltage load disconnect, and be of sufficient size to handle the full current of the solar panel.

Batteries supplied shall be sufficient to power the sign and associated electronics continuously for 7 days and maintain at least 50% full charge, with no solar charge or assist. Batteries should be absorbed glass mat (AGM) and shall gain sufficient charge from the solar panels in temperatures ranging from -30°f to 150°f with only 1 hour of daylight per day to operate as specified above. Batteries shall supply a nominal voltage of 12 volts dc or less.

Signs included in this contract will be:
MUTCD W11-21, 36” x 36” Moose signs with 8 yellow LEDs installed around the perimeter of each sign.

645.023 – Support Structures
Remove section 645.023 in its entirety

645.024 – Bridge, Cantilever and Butterfly Support Structure Foundations
Remove section 645.024 in its entirety

645.03 – Classification of Signs
Remove “or plywood” from subsection d.

Add:
The sign portion and supports of solar powered flashing sign assemblies shall comply with Type II regulatory, warning and route marker assembly signs.

645.04 – Fabrication of Type I Guide Signs
Remove section 645.04 in its entirety.

645.042 – Fabrication of Type II Guide Signs and Type II Plywood, Regulatory, Warning and Route Marker Assembly Signs
Remove section 645.042 in its entirety.

645.06 – Installation of Type I Signs
Remove section 645.06 in its entirety.

645.061 – Installation of Type II Signs
Add after the first paragraph:
“The angle of the solar panel shall be 30 degrees from vertical.

Solar powered flashing signs shall meet testing requirements outline in sections 643.14 a, b, and e.”
Add to subsection a:
“Solar powered flashing signs shall be mounted on 4 inch by 6 inch wood posts.”

645.062 – Installation of Delineators
Remove section 645.062 in its entirety

645.063 – Installation of Breakaway Devices
Remove section 645.063 in its entirety

645.064 – Installation of Sign Mounted Beacon Array
Remove section 645.064 in its entirety

645.08 – Method of Measurement

Add:

"Solar powered flashing signs, including controller cabinets, controllers, solar panels, batteries, sign supports, and all associated appurtenances needed for a working flashing sign installation will be measured by each unit complete in place, tested, and accepted."

645.09 – Basis of Payment

Add:

"The accepted solar powered flashing sign will be paid for at the contract unit price each, which payment will be full compensation for solar powered flashing signs, including controller cabinets, controllers, solar panels, batteries, sign supports, and all associated appurtenances needed for a working flashing sign installation.

Payment shall be made under:

Pay Item		Pay Unit
645.511	Solar Powered Flashing Sign	Each"

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Signs include:

Road Work XXXX[1].
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

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

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

- The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 2,500 feet at each work area and no more than 4,000 feet for paving, milling, and crack seal/repair 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.

January 19, 2024
Supersedes November 20, 2023

2020 STANDARD DETAIL UPDATES

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

Detail #	Description	Revision Date
502(19)	Bridge Drains	3/17/2023
502(15)	Bridge Drains	3/17/2023
502(20)	Bridge Drains	3/17/2023
502(23)	Bridge Drains	3/17/2023
502(24)	Bridge Drains	3/17/2023
502(25)	Bridge Drains	3/17/2023
502(26)	Bridge Drains	3/17/2023
504(07)	Diaphragm & Crossframe Notes	3/17/2023
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
526(05)	Permanent Concrete Barrier	3/17/2023
526(21)	Permanent Concrete Barrier	3/17/2023
526(22)	Concrete Transition Barrier	3/17/2023
526(38)	Concrete Transition Barrier	3/17/2023
526(39)	Texas Classic Rail	3/17/2023
526(55)	Texas Classic Rail	3/17/2023

603(10)	Concrete Pipe Ties	6/10/2021
605(01)	Underdrain	7/8/2022
605(01)	Underdrain Notes	7/8/2022
606(17)	Midway Splice Guardrail Transition	6/10/2022
606(23)	Standard Bridge Transition – Type “1”	2/11/2021
606(24)	Standard Bridge Transition – Type “1A”	2/11/2021
608(02)	Detectable Warnings	6/10/2021
609(09)	Precast Concrete Vertical Curb	2/11/2021
627(07)	Crosswalk	2/22/2022
627(08)	Crosswalk	2/22/2022
643(11)	ATCC Cabinet	12/14/2020
801(11)	Pedestrian Ramp Notes	11/20/2023
801(12)	Pedestrian Ramp Requirements	11/20/2023
801(13)	Ramp Length Table	11/20/2023
801(14)	Parallel Pedestrian Ramp	11/20/2023
801(15)	Perpendicular Pedestrian Ramp – Option 1	11/20/2023
801(16)	Parallel Pedestrian Ramp – Option 2A	11/20/2023
801(17)	Perpendicular Pedestrian Ramp – Option 2A	11/20/2023
801(18)	Parallel Pedestrian Ramp – Option 2B	11/20/2023
801(19)	Perpendicular Pedestrian Ramp – Option 2B	11/20/2023
801(20)	Parallel Pedestrian Ramp – Option 3	11/20/2023
801(21)	Perpendicular Pedestrian Ramp – Option 3	11/20/2023
801(22)	Side Street Pedestrian Ramp	11/20/2023
801(23)	Parallel Pedestrian Ramp – Esplanade	11/20/2023
801(24)	Perpendicular Pedestrian Ramp – Esplanade	11/20/2023
801(25)	Island Crossings	11/20/2023
801(26)	Blended Transition	11/20/2023
801(26)	Blended Transition	1/19/2024
801(27)	Pedestrian Ramp Adjacent to Driveway or Entrance	11/20/2023
802(05)	Roadway Culvert End Slope Treatment	1/03/2017

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

SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions

Construction Easement revise this definition by removing it in its entirety and replace with; **"A right acquired by the Department for a specific use of private property outside of the established Right-of-Way. Examples include but are not limited to Drainage Easements, Construction and Maintenance Easements, and Slope Easements. Construction Easement areas, including Temporary Construction Limits and Temporary Road Limits, outside of the Right-of-Way remain private property. No use other than to access and perform the specified work activity is permitted without written permission of the owner."**

Construction Limit Line Remove this definition in its entirety.

Holidays Amend this paragraph by adding "**Juneteenth**" between 'Memorial Day' and 'Independence Day'.

Plans Revise this paragraph by removing "**Standard Details, Supplemental Standard Details**" from the first sentence.

Project Limits Revise this definition by removing it in its entirety and replacing it with: **"Areas within the Right-of-Way, Construction Easements, or Temporary Construction Limits shown on the Plans or otherwise indicated in the Contract. If no Project Limits are indicated in the Contract, the Project Limits shall be determined by the Department. For a related Maine statute, see 23 MRSA § 653. "**

Right-Of-Way Revise this definition by removing it in its entirety and replacing it with: **"The area of land, property, or interest therein, acquired for or devoted to the Project or other purposes. Portions of the Right-of-Way may be used for storage of materials and equipment and the location of engineering facilities, subject to written approval by the Department."**

Amend this Section by adding the following two definitions (that replace Construction Limit Line);

Temporary Construction Limits The area within which the Contractor may access and perform the Physical Work and outside of which Work may not be performed without written authorization by the property owner.

Temporary Road Limits The area within which the Contractor may construct and maintain a temporary detour for maintenance of traffic.

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 103
AWARD AND CONTRACTING

103.3.1 Qualification Requirement for Award Revise this subsection so that it reads:

"**103.3.1 Qualification Requirement for Award If the Notice to Contractors lists a Prequalification requirement, the Apparent Successful Bidder must successfully complete the Prequalification process as a condition of Award. The Apparent Successful Bidder who does not already hold an Annual Prequalification shall have 21 days to provide the Department with their Prequal documents or the Department may move on to the next low bidder."**

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.2.1 Furnishing of Right-of-Way Revise this subsection by removing it in its entirety and replace with the new subsection:

"104.2.1 Furnishing of Property Rights The Department will secure all necessary rights to real property within the Project Limits shown on the Right-of-Way Plans that are provided with the Bid Documents. For related provisions, see Sections 104.3.2 – Furnishing of Other Property Rights, Licenses and Permits and 105.4.5 - Maintenance of Existing Structures. For related definitions, see Construction Easements and Right-of-Way."

104.3.2 Furnishing of Other Property Rights, Licenses and Permits Revise this subsection by replacing "104.2.1 Furnishing of Right-of-Way" with "**104.2.1 Furnishing of Property Rights".**

SECTION 105
GENERAL SCOPE OF WORK

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word "handicap" in two places with the word "disability" so it now reads:

"2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability."

SECTION 106
QUALITY

106.6 Acceptance Revise this Subsection by replacing the paragraph beginning with "Acceptance of Hot Mix Asphalt Pavement will be based" with:

"Acceptance of Hot Mix Asphalt Pavement will be based on Method A or C Statistical Acceptance, or Method B or D Acceptance as specified. The method of acceptance for each item is defined in Special Provision, Section 403, Hot Mix Asphalt Pavement. When items of Hot Mix Asphalt Pavement are not so designated, Method A will be utilized whenever there are more than 1000 tons per Hot Mix Asphalt Pavement item, and Method B will be utilized when there are less than or equal to 1000 tons per Hot Mix Asphalt Pavement item."

Revise Subsection "B" by removing it and replacing it with:

"B. Items not designated for Statistical Acceptance will utilize Method B or D Acceptance testing to validate the quality of the material incorporated into the Project. For material paid under Item 403.209 – Method D, or designated to be visually accepted, the Contractor shall provide the Department with a Certification Letter that indicates that the material supplied complies with the Specifications. Test results representative of the certified material shall be attached to the letter.

The Department will randomly sample and test the certified Material for properties noted in Table 1 of Section 502 - Structural Concrete or Table 14 of Section –401.21 Acceptance Method B & D. Material will be subject to rejection as noted in Structural Concrete Section 502.195 - Quality Assurance Method C Concrete or Hot Mix Asphalt, Section 401.2022 Pay Adjustment – Method B & D."

106.7.1 Standard Deviation Method Revise 106.7.1, subsection H by removing the following from the first paragraph:

"Method B: PF = [70 + (Quality Level * 0.33)] * 0.01"

106.9.1 Warranty by Contractor Revise the third paragraph of this section so that it reads:

"**For a related provision regarding obligations regarding plantings, see section 621.36 – Maintenance Period.** "

SECTION 107
TIME

107.3.1 General Amend this paragraph by adding "**Juneteenth**" between 'Patriot's Day' and 'the Friday after Thanksgiving'.

SECTION 108
PAYMENT

108.2.3 Mobilization Payments Replace Standard Specification 108.2.3 – Mobilization Payments with the following:

"**108.2.3 Mobilization Payments "Mobilization" includes the mobilization and demobilization of all resources as many times as necessary during the Work.**

Percent Mobilization Bid will be determined by taking the amount Bid for Mobilization and dividing by the Total Contract Amount less Mobilization. Mob/(Total Contract – Mob).

Payment will be made at the following intervals:

% Mobilization Bid	% Mobilization Paid at Contract Award	% Mobilization Paid after the Department determines 50% of the work is Complete	% Mobilization Paid at Final Acceptance
10% or less	50%	50%	
More than 10% to 15%	33%	33%	34%
More than15% to 20%	25%	25%	50%
More than 20% to 30%	15%	15%	70%
Greater than 30%	10%	10%	80%

108.3 Retainage Revise the third paragraph of this section so that it reads:

"Upon Final Acceptance, and determination by the department that there are no claims either by or on the Contractor or Subcontractors; no over payments by the department; no LDs due; and no disincentives due, the Department will reduce Retent to 1% of the original Contract Award amount, or $100,000, whichever is less, as it deems desirable and prudent."

108.4.1 Price Adjustment for Hot Mix Asphalt Revise this section by removing it in its entirety and replacing it with the following:

"108.4.1 Price Adjustment for Hot Mix Asphalt: For each Contract, a price adjustment for performance graded binder will be made for the following pay items, when the total quantity of Hot Mix Asphalt included in these items is in excess of 500 tons, based on the estimated quantities of these items at the time of bid.

Item 403.102	**Hot Mix Asphalt – Special Areas**
Item 403.207	**Hot Mix Asphalt - 19 mm**
Item 403.2071	**Hot Mix Asphalt - 19 mm (Polymer Modified)**
Item 403.2072	**Hot Mix Asphalt - 19 mm (Asphalt Rich Base)**
Item 403.208	**Hot Mix Asphalt - 12.5 mm**
Item 403.2081	**Hot Mix Asphalt - 12.5 mm (Polymer Modified)**
Item 403.2084	**Hot Mix Asphalt - 12.5 mm (Highly Modified HiMAP)**
Item 403.209	**Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)**
Item 403.210	**Hot Mix Asphalt - 9.5 mm**
Item 403.2101	**Hot Mix Asphalt - 9.5 mm (Polymer Modified)**
Item 403.2104	**Hot Mix Asphalt - 9.5 mm (Thin Lift Surface Treatment)**
Item 403.21041	**Hot Mix Asphalt - 9.5 mm (Polymer Modified Thin Lift Surface Treatment)**
Item 403.211	**Hot Mix Asphalt – Shim**
Item 403.2111	**Hot Mix Asphalt – Shim (Polymer Modified)**
Item 403.212	**Hot Mix Asphalt - 4.75 mm (Shim)**
Item 403.213	**Hot Mix Asphalt - 12.5 mm (base and intermediate course)**
Item 403.2131	**Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)**
Item 403.2132	**Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)**
Item 403.301	**Hot Mix Asphalt (Asphalt Rubber Gap-Graded)**
Item 461.13	**Light Capital Pavement**
Item 461.210	**9.5 mm HMA - Paver Placed Surface**
Item 461.2101	**Hot Mix Asphalt - 9.5 mm (Polymer Modified)**
Item 461.216	**Hot Mix Asphalt (Shim)**
Item 462.30	**Ultra-Thin Bonded Wearing Course**
Item 462.301	**Polymer Modified Ultra-Thin Bonded Wearing Course**

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.102–6.2%
Item 403.207–5.2%
Item 403.2071–5.2%
Item 403.2072–5.8%
Item 403.208–5.6%
Item 403.2081–5.6%
Item 403.2084 – 6.2%
Item 403.209–6.2%
Item 403.210–6.2%
Item 403.2101–6.2%
Item 403.2104–6.2%
Item 403.21041–6.2%
Item 403.211–6.2%
Item 403.2111–6.2%
Item 403.212–6.8%
Item 403.213–5.6%
Item 403.2131–5.6%
Item 403.2132–6.2%
Item 403.301–6.2%
Item 461.13–6.7%
Item 461.210 – 6.4%
Item 461.2101 – 6.4%
Item 461.216 – 6.7%
Item 462.30–0.0021 tons/SY
Item 462.301–0.0021 tons/SY"

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 501
FOUNDATION PILES

501.05 Method of Measurement
c. Piles in Place Revise the third paragraph by replacing the "10" with "20" so that it reads:

Unused pile cutoffs **20** feet or more in length, except those required to accommodate the Contractor's construction method, as discussed herein, will remain the property of the Department and will be stored at a bridge maintenance yard nearest the project. Hauling and unloading of piles will be done by the Contractor or by the Department, depending upon availability of services.

SECTION 502
STRUCTURAL CONCRETE

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

"**502.10 Placing Concrete**

A. **General Concrete shall not be placed until forms** …."

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

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

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

Section 502.1701, Quality Control, Revise Table 4 of this Subsection by removing it in its entirety and replacing it with:

TABLE 4
METHOD A & B MINIMUM QUALITY CONTROL TESTING REQUIREMENTS *

TEST	TEST METHOD	SAMPLING LOCATION	FREQUENCY
Gradation	AASHTO T-27 & T-11	Stockpile	One set per proposed grading before production. One set every 100 yd^3 (Min. 1 set per month)
Organic Impurities	AASHTO T-21	Stockpile	**Once per fine aggregate per year ****
% Absorption	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Specific Gravity	AASHTO T-84 & T-85	Stockpile	Once per aggregate per year
Total Moisture in Aggregate	AASHTO T-255	Stockpile	One set per day's production
Free Water and Aggregate Wt.	N/A		One per day's production
% Entrained Air	AASHTO T-152	On Project	On first two loads and every third load thereafter

			provided consistent results are achieved
Compressive Strength	AASHTO T-22	On Project	One set per sublot
Compressive Strength	AASHTO T-22 @ 7days	On Project	One set per sublot

* Additional QC testing will be required any time a process change occurs during a placement, including changes in type or dosage of admixture. Additional testing shall include, but is not limited to, entrained air testing.

**** If the color produced is a laboratory designation Plate III, then the fine aggregate shall be tested once per month.**

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

502.19, Basis of Payment, Revise the third paragraph by removing the word 'transverse' so that it reads: "**Saw cut grooving of concrete wearing surfaces will be paid for at the Contract Lump Sum Price, which shall be payment for furnishing all materials, labor, and equipment, including depth gauges and all incidentals, to satisfactorily complete the work."**
(Also see 535.24 and 535.25 for related changes)

SECTION 503
REINFORCING STEEL

Section 503.07 Splicing Revise this section by removing the table and following footnote and replacing them with:

Minimum Lap Splice Length (inches)									
	Bar Size								
Bar Type	#3	#4	#5	#6	#7	#8	#9	#10	#11
Plain or Galvanized	16	20	24	29	38	47	59	72	85
Epoxy or Dual Coated	17	24	36	43	56	71	88	107	128
Stainless	19	24	30	36	47	59	73	89	107
Low-carbon Chromium	24	32	39	47	63	78	97	119	142

"**The minimum lap splice lengths in the table above are based on the parameters below. When any of these parameters are altered, appropriate minimum lap splice lengths will be as shown on the Plans.**

- **Normal weight concrete**
- **Minimum 28-day concrete compressive strength from 4,000 psi to 10,000 psi**
- **Class B tension lap splice**

- **Minimum center-to-center spacing between bars of 6 inches**
- **Minimum clear cover of 2 inches**
- **Nominal reinforcing steel yield strengths**
  - **Low-carbon Chromium = 100 ksi**
  - **Stainless = 75 ksi**
  - **All others = 60 ksi**
- **Reinforcement with yield strengths greater than 75 ksi shall have beam transverse reinforcement and column ties provided over the required lap splice length in accordancewith the current edition of the AASHTO LRFD Bridge Design Specifications**

When lap splices are placed horizontally in an element where the concrete depth below the splice will be 12 inches, or more, the indicated lap splice lengths shall be multiplied by a factor of 1.3."

SECTION 506
SHOP APPLIED PROTECTIVE COATING – STEEL

506.13 Surface Preparation Amend this section by adding this paragraph to the end:

"**Steel shall meet the requirements of SSPC SP8 Pickling prior to being immersed in the zinc tanks. Verification of the surface preparation shall be included in the QC documentation**."

SECTION 523
BEARINGS

523.051 Protective Coating Revise this subsection by removing the paragraph beginning with "Anchor rods shall be galvanized…" and replacing with:

"**Anchor rods shall be galvanized. When anchor rods are designated to secure bare unpainted steel or painted steel, a dielectric coating (epoxy or bituminous type coatings are acceptable) shall be applied to the anchor rod and/or adjacent steel to prevent contact between galvanized surfaces and painted or unpainted steel."**

523.22 Fabrication Amend this subsection by adding the following: "**Elastomeric Bearings shall be fabricated in accordance with AASHTO M251."**

SECTION 526
CONCRETE BARRIER

Amend this section by deleting it in its entirety and replacing it with:

"**526.01 Description This work shall consist of the furnishing, constructing, erecting, setting, resetting, and removal of concrete barrier and associated elements in accordance with these specifications, the Standard Details, and the lines and grades shown on the Plans or established by the Resident.**

The types of concrete barrier are designated as follows:

Portable Concrete Barrier Type I Double faced removable barrier in accordance with the Standard Details.

Permanent Concrete Barrier Type II Double faced barrier as shown on the Plans.

Permanent Concrete Barrier Type IIIa Single faced barrier 32 inches high in accordance with the Standard Details or as shown on the Plans.
Permanent Concrete Barrier Type IIIb Single faced barrier 42 inches high in accordance with the Standard Details or as shown on the Plans.

Permanent Concrete Transition Barrier Barrier of various heights joining steel bridge rail to steel guardrail in accordance with the Standard Details or as shown on the Plans.

Permanent Texas Classic Rail Barrier Traffic rail or sidewalk rail, in accordance with the Standard Details or as shown on the Plans.

526.02 Materials

a. Concrete Concrete for barriers, both permanent and portable, shall have a design strength of 5,000 psi.

For cast-in-place barrier: The concrete shall be Class LP, in accordance with Standard Specification Section 502, Structural Concrete.

For precast barrier: The concrete shall meet the requirements of Standard Specification 712.061, Structural Precast Concrete Units, except that the stripping strength for precast barriers is 4,000 psi.
b. Reinforcing Steel Reinforcing steel shall meet the requirements of Section 503, Reinforcing Steel.

c. Structural Steel Plates and barrier connections shall meet the requirements specified in Standard Specification 504 - Structural Steel and shall be hot dip galvanized after fabrication in accordance with Standard Specification 506, Shop Applied Protective Coating – Steel

d. Bolts Bolts shall meet the requirements specified in Section 713.02, High Strength Bolts.

e. Connecting Pins for Portable Concrete Barrier Portable concrete barriers must be connected using a 1- inch diameter pin. The connecting pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A449 steel. Materials with greater strength may be used with the approval of the Department.

f. Anchor Pins for Portable Concrete Barrier Anchoring to concrete or asphalt will be required when specified on the Plans. When required, portable concrete barriers must be anchored using a 1 ½ - inch diameter anchor pin. The anchor pin must be smooth, not deformed, i.e., reinforcing bar may not be used, and shall meet the strength requirements of ASTM A36 steel. Materials with greater strength may be used with the approval of the Department.

g. Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Portable Concrete Barrier on the following schedule:

New Portable Concrete Barrier shall be crash tested and/or evaluated to MASH2016 criteria.

Current Portable Concrete Barrier in useful serviceable condition that is successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Other current Portable Concrete Barrier that is deemed acceptable by the Department may be utilized on projects off the National Highway System through December 31, 2024.

526.03 Construction Requirements

Cast-in-place barriers shall be fabricated in accordance with Standard Specification Section 502, Structural Concrete. Precast barriers shall be fabricated in accordance with Standard Specification 534, Precast Structural Concrete.

Concrete finish for permanent barrier shall be rubbed as defined in Standard Specification Section 502, Structural Concrete, 502.13 D2 or an approved equal.

Portable concrete barrier shall be generally free from fins and porous areas and shall present a neat and uniform appearance.

Permanent barrier shall have a protective coating applied in accordance with Standard Specification Section 515, Protective Coating for Concrete Surfaces.

Reflective delineators for concrete median barrier shall meet the requirements of Special Provision 645, Highway Signing.

Preformed Joint Filler shall meet the requirements specified in Subsection 705.01, Preformed Expansion Joint Filler.

Permissible dimensional tolerances for all concrete barriers shall be as follows:

a. Cross-sectional dimensions shall not vary from design dimensions by more than ¼ inch. The vertical centerline shall not be out of plumb by more than ¼ inch.

b. Longitudinal dimensions shall not vary from the design dimensions by more than ¼ inch per 10 feet of barrier section and shall not exceed ¾ inches per section.

c. Location of anchoring holes shall not vary by more than ½ inch from the dimensions shown in the concrete barrier details on the Plans.

d. Surface straightness shall not vary more than ¼ inch under a 10-foot straightedge.

e. The barrier shall have no significant cracking. Significant cracking is defined as fractures or cracks passing through the section, or any continuous crack extending for a length of 12 inches or more, regardless of position in the section.

526.04 Method of Measurement Permanent Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be measured for payment by lump sum, complete in place.

Portable concrete barrier, both anchored and unanchored will be measured for payment by lump sum. Lump sum measurement will include verification of the installation and removal of all portable concrete at the completion of the Contractor's operations.

The Contractor shall replace sections of portable concrete barrier, including anchored barrier damaged by the traveling public when directed by the Resident. Replacement sections will be measured for payment in accordance with Standard Specification 109.7, Equitable Adjustments to Compensation and Time.
Transition barrier will be measured by each, complete in place.

526.05 Basis of Payment The accepted quantities of Concrete Barrier Type II, IIIa, IIIb, Texas Classic Rail, and Precast Median Barrier will be paid for at the Contract lump sum price for the type specified, complete in place.

The accepted quantities of Portable Concrete Barrier Type I, both anchored and unanchored will be paid for at the Contract lump sum price. Such payment shall be full compensation for furnishing all materials, assembling, moving, resetting, transporting, temporarily storing, removing barrier, furnishing new parts as necessary, and all incidentals necessary to complete the work.

Portable barrier shall become the property of the Contractor upon completion of the use of the barrier on the project and shall be removed from the project site by the Contractor.

Transition barrier will be paid for at the Contract price each, complete in place.

The accepted quantity of all types of concrete barrier, whether portable or permanent, will be paid for at the lump sum or per each price, as applicable, which payment shall be full compensation for all materials, including reinforcing steel, protective coating, reflective delineators, steel plates and hardware, equipment, labor and incidentals required, as necessary, to complete the work.

Payment will be made under:

	Pay Item	Pay Unit
526.301	**Portable Concrete Barrier, Type I**	**Lump Sum**
526.304	**Portable Concrete Barrier, Anchored Type I**	**Lump Sum**
526.312	**Permanent Concrete Barrier Type II**	**Lump Sum**
526.321	**Permanent Concrete Barrier Type IIIa**	**Lump Sum**
526.323	**Texas Classic Rail**	**Lump Sum**
526.331	**Permanent Concrete Barrier Type IIIb**	**Lump Sum**
526.34	**Permanent Concrete Transition Barrier**	**Each**
526.502	**Precast Concrete Median Barrier**	**Lump Sum**"

SECTION 527
ENERGY ABSORBING UNIT

527.02 Materials Amend this section by deleting it in its entirety and replacing it with:

"**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Portable Crash Cushions will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029.

Work Zone Crash Cushions shall be selected from the Department's Qualified Products List of Crash Cushions/Impact Attenuators or approved equal."

SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.22 Tolerances Amend this section by deleting it in its entirety and replacing it with:
"**Product dimensional tolerances shall be in conformance with the latest edition of PCI MNL-135, Tolerance Manual for Precast and Prestressed Concrete Construction, as applicable to the particular product (e.g., slab, I-girder, box beam), the Plans, and this Specification. Use Box Beam fabrication tolerances for voided or solid slab beams and use Double Tee tolerances for NEXT beams. In case of dispute, the Fabrication Engineer shall determine the allowable tolerance.**"

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

535.25, Installation of Precast/Prestressed Deck Panels Revise the 2nd paragraph by replacing "6.0 and 9.0" to "5.0 and 8.0" so it reads: **"Ready mixed grout shall achieve a design compressive**

strength of 6,000 psi at 28 days, have an entrained air content of between 5.0 and 8.0 percent, be non-shrink, flowable, and contain a non-shrink additive listed on the Department QPL for expansive cements."

SECTION 606
GUARDRAIL

Amend this section by replacing it with the following:

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

31" W-Beam Guardrail - Mid-Way Splice
Galvanized steel w-beam, 8" wood or composite offset blocks, galvanized steel posts
Thrie Beam
Galvanized steel thrie beam, 8" wood or composite offset blocks, galvanized steel posts

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

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

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

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

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

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

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

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

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

Reflectorized beam guardrail reflectors shall be mounted on all “w” beam guardrail and shall be either the “butterfly” type or linear delineation system panels. “Butterfly” or linear delineation panels shall be installed at approximately 62.5 foot intervals on tangents (after every tenth post) and 31.25 feet on curves (after every fifth post), and shall be centered on the guardrail beam. On Divided highways, the left-hand delineators shall be yellow and the right-hand delineators shall be silver/ white. On two-way directional highways, the right-hand side will have silver / white reflectors and no reflectorized delineator used on the left. Delineators shall have reflective sheeting that meets or exceeds the requirements of Section 719.01.

“Butterfly” reflectors shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Aluminum, galvanized metal or other materials shall not be used. Reflective sheeting will be applied to only one side of the delineator facing the direction of traffic and shall be centered vertically on the guardrail beam as shown in the Standard Detail 606(7).

Linear delineation system panels shall be 1.5 inches wide by approximately 11 inches nominal length, with a minimum of 5 raised lateral ridges spaced at approximately 2.25 inches. The height of each ridge shall be 0.34 inches with a 45 degree profile and a 0.28 inches radius at the top. Sheeting shall be laminated to thin gauge aluminum with a pre-applied adhesive tape on the back. Panels shall not be installed over seams or bolt heads and shall be centered horizontally on the guardrail beam; linear delineation panels shall be attached to only one guardrail beam. The guardrail beam surface shall be cleaned and prepared according to the manufacturer’s instructions. Air temperature and guardrail surface temperature must be a minimum of 50 degrees F (10 C) with rising temperature at the time of installation.

Exact locations of the either the “butterfly” type or the linear delineation panels shall be approved by the Resident prior to installation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reflectorized beam guardrail reflectors ("butterfly" type or linear delineation system panels) when identified by pay item, will be measured for payment by each.

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per linear foot for the type specified, complete in place. Reflectorized beam guardrail ("butterfly"-type) delineators will not be paid for directly but will be considered incidental to guardrail items. Reflectorized flexible guardrail marker, terminal end, anchorage assembly, bridge transition, bridge connection, multiple mailbox post, and single post will be paid for at the contract unit price each for the kind specified complete in place.
Guardrail terminals will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Pay limits for a flared terminal will be 37.5 feet. Pay limits for a tangent terminal will be 50 feet. Each guardrail terminal will be clearly marked with the Manufacturer's name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under 109.7.5 – Force Account. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 3 in wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail terminals shall also include a set of installation drawings supplied to the Resident.

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

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

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

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

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

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

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

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

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

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

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

Reflectorized beam guardrail reflectors ("butterfly" type and the linear delineation panels) will not be paid for directly but will be considered incidental to all new guardrail items. The Contractor shall furnish and install either the "butterfly" type or linear delineation panels, at its discretion, for new guardrail items.

Reflectorized beam guardrail reflectors (either "butterfly" type or linear delineation system panels) will be paid for under the applicable pay items for installation in conjunction with Adjust, Modify, Remove and Reset, Remove Modify and Reset guardrail items. The accepted quantity of "butterfly" type or linear delineation system panels will be paid for at the contract unit price each for all work and materials furnished to install, complete in place, including all incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
606.1301	31" W-Beam Guardrail - Mid-Way Splice – Single Faced	Linear Foot
606.1302	31" W-Beam Guardrail - Mid-Way Splice – Double Faced	Linear Foot
606.1303	31" W-Beam Guardrail - Mid-Way Splice, 15' Radius and Less	Linear Foot
606.1304	31" W-Beam Guardrail - Mid-Way Splice, Over 15' Radius	Linear Foot
606.1305	31" W-Beam Guardrail - Mid-Way Splice Flared Terminal	Each
606.1306	31" W-Beam Guardrail - Mid-Way Splice Tangent Terminal	Each

606.1307	Bridge Transition (Asymmetrical) – Type IA	Each
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	Linear Foot
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.259	Anchorage Assembly	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.352	Reflectorized Beam Guardrail Delineators (“Butterfly” type)	Each
606.3521	Linear Delineation System Panel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify	Linear Foot
606.362	Guardrail, Adjust	Linear Foot
606.365	Guardrail, Remove, Modify, and Reset	Linear Foot
606.366	Guardrail, Remove and Reset	Linear Foot
606.367	Replace Unusable Existing Guardrail Posts	Each
606.3671	Replace Unusable Offset Blocks	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.568	Guardrail, Modify - Double Rail	Linear Foot
606.63	Thrie Beam Rail Beam	Linear Foot
606.64	Guardrail Thrie Beam - Double Rail	Linear Foot
606.65	Guardrail Thrie Beam - Single Rail	Linear Foot
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 15 ft radius and less	Linear Foot
606.72	Guardrail Thrie Beam - over 15 ft radius	Linear Foot
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	Linear Foot
606.74	Guardrail - Single Rail Bridge Mounted	Linear Foot
606.753	Widen Shoulder for Low Volume Guardrail End	Each
606.754	Widen Shoulder for Flared Guardrail Terminal	Each
606.78	Low Volume Guardrail End	Each
606.80	Buried-in-Slope Guardrail End	Each

SECTION 608
SIDEWALKS

Section 608.022Detectable Warning Materials Standard Revise this section by removing the last sentence of this section beginning with "Concrete…" and replacing it with "**Concrete shall meet the requirements of Section 608.021, Sidewalk Materials, of this specification or may be a prepackaged concrete mix from the Department's Qualified Products List (QPL)."**

SECTION 609
CURB

609.02 Materials Revise the paragraph beginning "The Contractor shall submit a concrete mix…" so that it reads:

"**The Contractor shall submit a concrete mix design for the Portland Cement Concrete to the Resident, with a minimum designed compressive strength of 3000 psi concrete fill**."
.

609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections Revise this section by underlining the section number and title so that it reads in the spec book as:

"**609.03 Vertical Stone Curb, Terminal Section and Transition Sections and Portland Cement Concrete Curb, Terminal Sections and Transition Sections**"

Revise the last paragraph beginning with "The Contractor may elect…" so that it reads:

"The Contractor may elect to substitute concrete to backfill Stone Curbing or Stone Edging at their option. If the concrete backfill option is elected, the Concrete Fill shall **meet the requirements of 609.02. The Contractor shall submit a concrete design for the Portland Cement Concrete, with a minimum designated compressive strength of 3000 PSI meeting the requirements of Class S or Class Fill Concrete. The Contractor may elect to choose a Prepackaged Concrete Mix from the Department's Qualified Products list (QPL). Concrete backfill shall be completed in conformance with a Department supplied concrete backfill detail."**

SECTION 610
STONE FILL, RIPRAP, STONE BLANKET, AND STONE DITCH PROTECTION

610.02 Materials Amend this subsection by adding the following to the end of the material list:
"**Stone Ditch Protection 703.29"**

SECTION 618
SEEDING

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

SECTION 619
MULCH

619.03 General Amend this Section by adding the following sentence to the end: **"Straw mulch shall be used in all wetland areas."**

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

Section 626.021 Miscellaneous Materials Revise this section by removing the fourth paragraph beginning with " All Concrete for concrete encasement…" and replace it with "**All concrete for concrete encasement of conduit shall be Class S or Class Fill concrete in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL).**"

Section 626.031Conduit Revise the fifth paragraph beginning with "After the trench has been…" by removing the last sentence beginning with "Where concrete encasement…" and replacing it with **"Where concrete encasement is required around the conduit, the concrete shall meet Class S, Class Fill in accordance with the applicable requirements of Section 502 – Structural Concrete, or a Prepackaged Concrete Mix from the Department's Qualified Products List (QPL)."**

626.034 Concrete Foundations Revise this Section by changing '626.037' to '**626.036**' in the Second Paragraph which begins with "Foundations shall consist of cast-in-place…".

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

626.036 Precast Foundations Revise the last sentence of paragraph one so that it reads: "**Construction of precast foundations shall conform to the Standard Details and all requirements of 712.061**."

SECTION 627
PAVEMENT MARKINGS

627.02 Materials Amend this section by adding the following to the existing Specification:

"When pavement marking paint must be applied on pavement with an air temperature between 35 ºF and 50 ºF, a low temperature waterborne paint may be used upon the Department's approval as noted below.

The Contractor shall submit the following information for Department review and approval at least 10 calendar days prior to application:

The manufacturer and product name of the low temperature waterborne paint

The manufacturer's technical product data sheets

The product's SDS sheets

All required and recommended application specifications for the product

The manufacturer's requirements for temperature, surface preparation, paint thickness and the bead application shall be followed. No additional payment will be made for the use of low temperature waterborne paint. "

627.06 Application Revise this subsection by replacing the paragraph beginning with " On other final pavement markings…" with the following:
"On other final pavement markings and on curb, where the paint is applied by hand painting or spraying, application shall be one uniform covering coat at least 16 mils thick. Before the paint has dried, the glass beads shall be applied by a pressure system that will force the glass beads onto the undried paint as uniformly as possible.

Painted lines and markings shall be applied in accordance with the manufacturer's published recommendations. These recommendations will be supplied to the Resident prior to installation."

Revise this subsection by replacing the paragraph beginning with " If the final reflectivety values are less…" with the following:

The final reflectivity will be acceptable if 90 percent or more of the painted pavement lines and markings meet the specified minimum value. If less than 90 percent of the painted pavement lines and markings meet the specified minimum final reflectivity values, the Contractor shall repaint those areas not meeting required reflectivity at no cost to the Department.

If, after repainting, analysis of the final reflectivity values results in the need for a second repainting, the Contractor will submit in writing a plan of action to meet the reflectivity

minimums prior to continuing any work. Once the plan has been reviewed and approved by the Department, the Contractor shall reapply at no cost to the Department.

SECTION 637
DUST CONTROL

Revise this section by removing it in its entirety.

SECTION 643
TRAFFIC SIGNALS

643.021 Materials Amend this subsection by adding the following at the end:

"**MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Temporary Traffic Control Signals will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

643.023 Traffic Signal Structures Remove the third paragraph and replace it with the following:

"**Traffic signal support structures shall be classified as Fatigue Category III if they are located on roads with a speed limit of 35 mph or less, Fatigue Category II if they are located on roads with a speed limit of greater than 35 mph, and Fatigue Category I if noted on the Contract Plans. Fatigue Importance Factors shall be as specified in Table 11.6-1 (Fatigue Importance Factors). Fatigue analyses are not required for span-wire (strain) pole traffic signal support structures with heights of 55 feet or less unless required by the current edition of AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".**

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

652.2.5 Portable Changeable Message Sign Revise the fifth paragraph so it reads:

"The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Messages must be changeable with either a portable electronic device like a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The cabinet shall be locked at all times that the Contractor is not actively changing the message. The Contractor shall change the password for the controller prior to stationing the PCMS and shall provide the password to the Resident. The password shall be unique per PCMS and secure and shall not be written anywhere in, on, around, or stored in the PCMS."

Amend this Section by adding the following new subsection:

"**652.2.6 Device Crashworthiness MaineDOT is transitioning to MASH2016 criteria for Work Zone Traffic Control Devices on the following schedule:**

Category 1 (Cones, Drums, Tubular Markers, Flexible Delineators, and similar devices that have little chance if causing windshield penetration, tire damage, or other significant effect on the control or trajectory of a vehicle) – All Category 1 devices will be manufacturer self-certified as MASH2016 by January 1, 2025. Current Category 1 devices in useful serviceable condition that are not self-certified as MASH2016 compliant may be utilized through December 31, 2024.

Category 2 (Barricades, Portable Sign Supports, Category 1 devices with attachments, and similar devices that are not expected to produce significant vehicular velocity change but may be otherwise hazardous) – All Category 2 devices will be crash tested and/or evaluated to

MASH2016 criteria by January 1, 2025. Current Category 2 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2024.

Category 3 (Portable Concrete Barrier, Portable Crash Cushions, Truck Mounted Attenuators, Category 2 devices weighing more than 100 pounds, and similar devices that are expected to produce significant vehicular velocity change or other harmful reactions) – All Category 3 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 3 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029. (See Standard Specification 526 for additional Portable Concrete Barrier information).

Category 4 (Trailer Mounted Devices: Arrow Boards, Temporary Traffic Control Signals, Area Lighting, Portable Changeable Message Sign, and other similar devices.) – All Category 4 devices will be crash tested and/or evaluated to MASH2016 criteria by January 1, 2030. Current Category 4 devices in useful serviceable condition that are successfully tested to NCHRP Report 350 or MASH2009 criteria may be utilized through December 31, 2029."

652.3.3 Submittal of Traffic Control Plan Amend this section by adding:

"n. A security plan for any PCMS shall be included. The Contractor shall provide a plan for secure access to the PCMS and protection from unauthorized users. The plan shall have details on securing the cabinets via a lock and password from unauthorized users, password changing protocols, and where the access information will be kept so it can be used in the event of emergency. The Contractor shall not Identify or store passwords in the TCP."

652.4 Flaggers Revise the first paragraph of this section so that it reads:

"The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer."

SECTION 681
PRECAST AGGREGATE-FILLED, CONCRETE BLOCK GRAVITY WALL

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

SECTION 701
STRUCTURAL CONCRETE RELATED MATERIAL

701.01 Portland Cement and Portland Pozzolan Cement Amend the first sentence of Paragraph 3 by adding "**or Type 1L Portland Limestone cement**" so that it reads:

"**A Type IP (MS) Portland-pozzolan cement (blended hydraulic cement with moderate sulfate resistance) or Type 1L Portland Limestone cement meeting the requirements of AASHTO M 240, may be used instead of Type II or where Type I Portland cement, meeting the requirements of AASHTO M 85, is allowed**."

SECTION 703
AGGREGATES

Add the following to Section 703 - Aggregates

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

All fine aggregate shall be free from injurious amounts of organic impurities. Should the fine aggregate, when subjected to the colorimetric test for organic impurities, AASHTO T 21, produce a color darker than the reference standard color solution (laboratory designation Plate III), the fine aggregate shall be rejected.

Fine aggregate shall have a sand equivalent value of not less than 75 when tested in accordance with AASHTO T 176.
Fine aggregate sources shall meet the Alkali Silica Reactivity (ASR) requirements of Section 703.0201.

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
⅜ inch	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10
No. 200	0-5.0

703.02 Coarse Aggregate for Concrete Coarse aggregate for concrete shall consist of crushed stone or gravel having hard, strong, durable pieces, free from adherent coatings and of which the composite blend retained on the ⅜ inch sieve shall contain no more than 15 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
Grading	A	AA	S	LATEX
Aggregate Size	1 inch	¾ inch	1½ inch	½ inch
2 inch			100	
1½ inch	100		95-100	
1 inch	95-100	100	-	
¾ inch	-	90-100	35-70	100
½ inch	25-60	-	-	90-100
⅜ inch	-	20-55	10-30	40-70
No. 4	0-10	0-10	0-5	0-15
No. 8	0-5	0-5	-	0-5
No. 16	-	-	-	-
No. 50	-	-	-	-
No. 200	0 - 1.5	0 - 1.5	0 - 1.5	0 - 1.5

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

As per AASHTO T 303 (ASTM C 1260): Use of a particular coarse or fine aggregate will be allowed with no restrictions when the mortar bars made with this aggregate expand less than or equal to 0.10 percent at 30 days from casting. Use of a particular coarse or fine aggregate will be classified

as potentially reactive when the mortar bars made with this aggregate expand greater than 0.10 percent at 30 days from casting. Use of this aggregate will only be allowed with the use of cement-pozzolan blends and/or chemical admixtures that result in mortar bar expansion of less than 0.10 percent at 30 days from casting as tested under ASTM C 1567.

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

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

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
⅜ inch	85-100
No. 200	0-5.0

703.06 Aggregate for Base and Subbase The following shall apply to Sections (a.) and (c.) below. The material shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro- Deval value exceeds 25.0, the Washington State Degradation DOT Test Method T113, Method of Test for Determination of Degradation Value (January 2009 version) shall be performed, except that the test shall be performed on the portion of the sample that passes the ½ in sieve and is retained on the No. 10 sieve. If the material has a Washington Degradation value of less than 15, the material shall be rejected.
The material used in Section (b.) below shall have a Micro-Deval value of 25.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 25.0 the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

703.08 Recycled Asphalt Pavement Recycled asphalt pavement shall consist of salvaged asphalt materials from milled pavements or production waste that has been processed before use to meet the requirements of the job mix formula. It shall be free of winter sand, granular fill, construction debris, or other materials not generally considered asphalt pavement.

703.081 RAP for Asphalt Pavement Recycled Asphalt Pavement (RAP) may be introduced into hot-mix asphalt pavement at percentages approved by the Department according to the MaineDOT Policies and Procedures for HMA Sampling and Testing.

If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

The maximum allowable percent of RAP shall be determined by the asphalt content, the percent passing the 0.075 mm sieve, the ratio between the percent passing the 0.075 mm sieve and the asphalt content, and Coarse Micro-Deval loss values as tested by the Department.

The maximum percentage of RAP allowable shall be the lowest percentage as determined according to Table 4 below:

Classification	Maximum RAP Percentage Allowed	Asphalt content standard deviation	Percent passing 0.075 mm sieve standard deviation	Percent passing 0.075 mm sieve / asphalt content ratio	Residual aggregate M-D loss value
Class III	**10%**	**≤ 1.0**	**N/A**	**≤ 4.0**	**≤ 18**
Class II	**20%**	**≤ 0.5**	**≤ 1.0**	**≤ 2.8**	
Class I	**30%**	**≤ 0.3**	**≤ 0.5**	**≤ 1.8**	

Table 4: Maximum Percent RAP According to Test Results

The Department will monitor RAP asphalt content and gradation during production by testing samples from the stockpile at approximately 15,000 T intervals (in terms of mix production). The allowable variance limits (from the numerical average values used for mix designs) for this testing are determined based upon the maximum allowable RAP percentage and are shown below in Table 5.

Table 5: RAP Verification Limits

Classification	Asphalt content (compared to aim)	Percent passing 0.075 mm sieve (compared to aim)
Class III	± 1.5	± 2.0
Class II	± 1.0	± 1.5
Class I	± 0.5	± 0.7

For specification purposes, RAP will be categorized as follows:

Class III – A maximum of 10.0 percent of Class III RAP may be used in any base, intermediate base, surface, or shim mixture. A maximum of 20.0 percent of Class III RAP may be used in hand-placed mixes for item 403.209.

Class II – A maximum of 20.0 percent Class II RAP in any base, binder, surface, or shim course.

Class I – A maximum of 20.0 percent Class I RAP may be used in any base, intermediate base, surface, or shim mixture without requiring a change to the specified asphalt binder. A maximum of 30.0 percent Class I RAP may be used in in any base or intermediate base mixture provided that a PG 58-28 or PG 58-34 asphalt binder is used. A maximum of 30.0 percent Class I RAP may be

used in any surface or shim mixture provided that PG 58-34 asphalt binder is used. Mixtures exceeding 20.0 percent Class I RAP must be evaluated and approved by the Department.

The Contractor may use up to two different RAP sources in any one mix design. The total RAP percentage of the mix shall not exceed the maximum allowed for the highest classification RAP source used (i.e. if a Class I & Class III used, total RAP must not exceed 30.0%). The blended RAP material must meet all the requirements of the classification for which the RAP is entered (i.e. 10% Class III with 20% Class I, blend must meet Class I criteria). The Department may take belt cuts of the blended RAP to verify the material meets these requirements. If the Contractor elects to use more than one RAP source in a design, the Contractor shall provide an acceptable point of sampling blended RAP material from the feed belt.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.01 Reinforcing Steel Remove the second paragraph of Section 709.01 of the standard specification beginning with "Low-Carbon, Chromium,…" and replace with the following:

" Low-carbon, chromium, reinforcing steel shall be deformed bars conforming to the requirements of ASTM A1035. Bars shall be Grade 100 and alloy Type CS unless otherwise specified on the Plans. "

SECTION 710
FENCE AND GUARDRAIL

710.06 Fence Posts and Braces Revise the first Paragraph so that it reads:

"Wood posts shall be of cedar, white oak, or tamarack or other AWPA approved species, of the diameter or section and length shown on the plans."

Remove the fourth paragraph which starts " That portion of wood posts…".

Revise the paragraph beginning with "Braces shall be of spruce, eastern hemlock … so that it now reads:

"Braces shall be of spruce, eastern hemlock, Norway pine, pitch pine, or tamarack timbers or other AWPA approved species, or spruce, cedar, tamarack or other AWPA approved species round posts of sufficient length to make a diagonal brace between adjacent posts. All wood posts and braces

shall be pressure-treated in accordance with AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts. "

710.07 Guardrail Posts Revise this section so that the first sentence of section a. reads:

"a. Wood posts shall be of Norway pine, southern yellow pine, pitch pine, Douglas fir, red pine, white pine, or eastern hemlock or other AWPA approved species."

Revise the next paragraph so that it reads:

Wood posts and offset brackets shall be preservative treated in accordance with the requirements of AASHTO M 133 and AWPA U1, UC4A Commodity Specification B: Posts.

710.08 Guardrail Hardware Revise this subsection by replacing "**AASHTO M 298**" with "**ASTM B695**"

SECTION 711
MISCELLANEOUS BRIDGE MATERIAL

711.06 Stud Shear Connector Anchors and Fasteners Amend this section by deleting it in its entirety and replacing it with:
"Shear connectors shall meet the dimensional tolerances of Figure 9.1 of the ANSI/AASHTO/AWS D1.5 Bridge Welding Code (D1.5 Code). Shear connectors, anchors and fasteners shall meet the material requirements of Section 9 of the D1.5 Code. Shear connectors shall meet the mechanical property requirements of Table 9.1, Type B of the D1.5 Code. Anchors and fasteners shall meet the mechanical property requirements of Table 9.1 of the D1.5 Code, Type A."

SECTION 712
MISCELLANEOUS HIGHWAY MATERIAL

712.061 Structural Precast Units Amend this section by adding the following sentence to the end of the first paragraph of the Construction subsection:

"Facilities certified by NPCA or PCI shall provide to the Fabrication Engineer a copy of their annual audit to include deficiency reports and corrective actions."

Revise this section by changing the letter "b" of ASTM C1611 of the Concrete Testing subsection so that it reads:

"**b. Air content shall be 5.0% to 8.0%**."

SECTION 713
STRUCTURAL STEEL AND RELATED MATERIAL

Section 713.02 High Strength Bolts
Revise the second sentence of this subsection so that it reads "**Nuts shall meet the requirement ofASTM A563**". Revise the third sentence of this subsection so that it reads "**Circular and beveled washers shall conform to the requirement of ASTM F436**".

SECTION 718
TRAFFIC SIGNALS MATERIAL

718.03 Signal Mounting Amend the paragraph beginning with "All trunions, brackets and…" by adding "**For polycarbonate signal heads with more than 3 sections or requiring mounting extensions greater than 12 inches in length, reinforcing plates shall be used to reinforce the housings at the point of attachment.**" to the end of the paragraph.

718.08 Controller Cabinet Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with LED light panels…" on or about page 7-66 with "**The cabinet shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever one of the four main cabinet doors are opened for the ground mount cabinet or two main doors for the side of pole cabinet. The ground mounted cabinet shall contain four LED light panels per side totaling eight panels for the cabinet; one panel each at the top and bottom portion of the front side and back side on the Control side and Power/Auxiliary side of the cabinet. Each light panel shall produce a minimum of 250 lumens for a total minimum lumen output of 2000 lumens with all eight panels illuminated. The minimum output per side would be 1000 lumens. The LED panels shall be protected by a clear shatterproof shield. The side of pole mounted cabinet shall contain four light panels; one at the top of the rack assembly and one at the bottom rack assembly on each side of the cabinet.**

A second door open status switch per door shall activate a controller input to log a report event that one of the doors was opened. All door open status switches shall be connected to the same controller input. For the ground mount cabinet, there shall be two switches on each of the four main doors. For the side-of-pole mount cabinet, there shall be two switches on each of the two main doors."

Revise this subsection by replacing the paragraph beginning with "The cabinet shall be supplied with a generator panel …" on or about page 7-68 with:

"The cabinet shall be supplied with a generator panel. The generator panel shall consist of a manual transfer switch and a twist-lock connector for generator hookup. The transfer switch knob and twist-lock connector shall be located inside a stainless steel enclosure with a separate lockable door accessed with a Corbin #2 key. The unit shall be mounted on the left, exterior of the control side wall of the ground mount cabinet a minimum of 36" above the surrounding grade and on the lower left side of the pole mounted cabinet. The generator transfer switch shall be a Reliance C30A1N Signa Series or approved equal. "

Revise this subsection by removing the following from the paragraph beginning with "The ground mounted cabinet shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch …" on or about page 7-69: **"(removed: thus preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system. Joe indicated that he would add this language to the detail so it is covered.)".**

Revise this subsection by replacing the following in the paragraph beginning with "The Contractor shall reconfigure the default user name…" on or around page 7-70; "MaineDOT IT" with "**MaineDOT Traffic Division**".

In the paragraph beginning with "Tests shall be conducted by the contractor…" on or around page 7-73, amend this subsection by removing **"in the state of Maine and"** after "The facility shall be".

Amend this Section by adding the following subsection:

718.13 Field Monitoring Unit (FMU) This item of work shall conform to this specification. This item shall consist of furnishing and installing a Field Monitoring Unit (FMU) and software, as well as all needed accessories required for a full and complete installation, including but not limited to power adapters, Ethernet cables, and interface cables, as described herein.

Where applicable, communications from MaineDOT's cloud-based Central Management System (CMS) to the on-street traffic signal controllers shall be made through fiber optic interconnect cable connected back to existing internet connections and/or the Field Monitoring Unit (FMU). The Contractor shall furnish and install all materials necessary for a complete and operational fiber optic interconnection to all project intersections as shown on the plans. All connections to the CMS cloud-based system shall be via a secure VPN network.

The FMU shall be the only remote connection device used by isolated intersections to connect to the cloud-based system. All connections shall be encrypted VPN tunnels. The Contractor shall coordinate all configuration settings with MaineDOT IT and the Engineer.

The FMU central web based interface shall be a separate element from the CMS.

MATERIALS: The materials for this work shall conform to the following requirements:

1. The work under this item specifies the requirements for the FMU. The FMU shall operate independent of the brand/type of intersection controller deployed in the ATC traffic cabinet.

2. The FMU shall conform to the following requirements:
   - 2.1 The FMU shall function correctly between -34 degrees C and +74 degrees C.
   - 2.2 The FMU shall be provided with appropriately rated connectors that allows the FMU to be exchanged by unplugging connectors, without tools.
   - 2.3 The FMU shall monitor and log all ATC Controller and ATC cabinet faults and or alarms.

2.4 The FMU shall be wired directly to the ATC cabinet.

2.5 The FMU shall have an internal cellular modem running at 4G LTE.

2.5.1 The Cellular modem shall be designed to be replaced / upgraded to 5G service when available.

2.6 The FMU shall incorporate an integrated GPS and cell modem.

2.7 The configuration of the FMU shall be accomplished by accessing the internal web server with a browser. It shall be possible to configure the FMU without any special software.

2.8 The FMU shall be powered via a standard 120V input power.

2.9 The FMU shall allow for the routing of the controller configuration packets to and from the controller (either by Ethernet or serial communications) for any type of controller utilized by the MaineDOT. In this way it shall be possible to configure the controller and utilize the controller specific software to interrogate the controller, and the FMU shall provide the communications pipe which allows this to be accomplished.

2.10 The FMU shall, within the size limitations above, include a battery and battery charging/monitoring circuit, to allow the FMU to function correctly even when all power to the intersection has failed. The battery shall continue to power the FMU for a minimum of 5 hours after all power has failed to the intersection.

2.11 The FMU shall incorporate an integrated GPS which will allow the FMU to geo-locate itself on the FMU management software map, without configuration.

2.12 The FMU shall operate without requiring a static IP address. The only configuration required at the FMU is to enter the URL of where the FMU management software is hosted.

2.13 In the event that the cell service is interrupted or is not available, the FMU shall store any events that occur in internal memory and forward these events automatically to the FMU management software when the cell service is restored. In this way, a complete record of events at the device can be maintained even if cell service is interrupted for a period. The system will store 5000 events.

2.14 The FMU shall utilize HTTP and HTTPS protocols, and XML data structures, for communication with the FMU management software. In this way the data will be open for future expansion and competition. The use of secret proprietary protocols is not permitted.

2.15 The FMU shall include Ethernet communications via an Ethernet Port with RJ45 connector.

2.16 The FMU shall include weather proof antennas.

3. **Map Display FMU Management Software**

3.1 The FMU shall include a scrollable, zoomable map display, with the intersections and other monitored devices shown as representative icons on the map. The map shall include the ability to see the intersections using Google Streetview.

3.2 The alarm status of the intersection shall be clearly indicated on the icon on the map, so that the user can see at a glance which intersections are in alarm.

3.3 The map display shall also include a list of intersections, with the number and priority of alarms indicated on the list. Intersections in high priority alarm shall be moved to the top of the list, followed by medium priority, low priority and then finally by intersections not in alarm.

3.4 The icons shall change to be able to clearly indicate if an intersection is offline.

3.5 Clicking on the icon on the map shall expose a box with the current parameters of the intersection shown.

3.6 The default map display position and zoom shall be configurable by user, so that the user's view will default to show the intersections that the user is responsible for managing.

3.7 The map view shall have the ability to show Google traffic overlays on the map.

4. **Intersection Detail Display FMU Management Software**

4.1 It shall be possible to drill down, either from the map icon or from the list, to a device level detail for the intersection, which as a minimum shall display the following parameters:

4.1.1 The alarm status, with priority indicated, and a text description of the alarm (if an alarm is present for this device).

4.1.2 The time since the last communication with the device

4.1.3 The following parameters (real time now values, minimum for the day values, maximum for the day values, and average for the day values)

4.1.3.1 The AC mains voltage (value)

4.1.3.2 The battery back-up voltage (value)

4.1.3.3 The cabinet temperature (value)

4.1.3.4 The cabinet humidity (value)

4.1.3.5 The presence of AC power (OK or Fail)

4.1.3.6 The flashing status of the intersection (OK or Flashing)

4.1.3.7 Stop Time status (OK or Stop Time Active)

4.1.3.8 The cabinet door status (Open or Closed)

4.1.3.9 The intersection fan status (Fan On or Fan off)

4.1.4 It shall be possible to view graphs of each of the value parameters in graphical form, over the recent two-week period. This includes real time graphs of:

4.1.4.1 The AC mains voltage

4.1.4.2 The battery back-up voltage

4.1.4.3 The cabinet temperature

4.1.4.4 The cabinet humidity

5. **Diagnostics and Log Display FMU Management Software**

5.1 From the device level detail within the FMU management software, it shall be possible to drill down to get the raw data; the error logs; and the communications logs to allow a technician to fault-find problems.

5.2 It shall be possible to filter the logs by Device; by Device Type and/or by Group as well as between dates.

5.3 It shall be possible to print these selected logs to a local printer or a PDF file.

5.4 It shall be possible to export these logs to Excel on the local computer for further analysis.

6. **Alarms FMU Management Software**

6.1 The FMU management software shall have a comprehensive alarm generation capability

6.2 It shall be possible to configure alarms to be generated on any parameter becoming out of tolerance, including analog values, digital values and enumerated values.

6.3 Alarms shall be configurable to be of Low, High or Critical Priority.

6.4 The alarm priority shall be displayed throughout the FMU management software, on all displays, using color codes such as red-critical; yellow – high; and amber-low to indicate the priority of the alarm.

6.5 The current active alarms shall be accessible for view via an expandable window, to see which alarms are active and when the alarm occurred. The highest priority alarms shall rise to the top of the list.

7. **Alerts FMU Management Software**

7.1 The FMU management software shall have comprehensive alerting capability, to enable the response personnel to be notified when an abnormal situation has occurred.

7.2 It shall be possible to configure alerts to one or more personnel for each alarm. This will cause, as selected, an SMS and/or an email to be sent to the person when an alarm occurs.

7.3 The alert shall be configurable to optionally send via email and/or via SMS a message when an alarm clears.

7.4 The intention is that the FMU management software provides the alerts to the user in near real time. The SMS and email shall be issued within 30 seconds of the occurrence of event which results in an alert being issued.

8. **Hosting and Connectivity and Service FMU / FMU Management Software**

8.1 The contractor shall supply the FMU with the FMU manufacturers 10 year options for Connectivity and Service, as part of the purchase price. The Connectivity and Service agreement shall include at a minimum:

8.1.1 Cellular Connectivity

8.1.2 No cellular overage charges

8.1.3 Extended warranty on the hardware for the period of the Connectivity and Service Agreement

8.1.4 Over-the-air software updates

8.1.5 Over-the-air security updates

8.1.6 Future Connected Vehicles Service

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS

720.12 Wood Sign Posts Revise the first sentence so that it reads:

Wood sign posts shall be rectangular, straight and sound timber, cut from live growing native spruce, red pine, hemlock, cedar trees or other AWPA approved species, free from loose knots or other structurally weakening defects of importance, such as shake or holes or heart rot.

Revise the third paragraph that starts with “When pressure treated…” so that it reads:

All sign posts shall be pressure-treated in accordance with AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A

To

2022 Title VI Implementation Plan

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The ***Maine Department of Transportation*** (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the ***Federal Highway Administration (FHWA),*** is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> ***"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA."***

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted ***Highway Program:***

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard

to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all ***Federal-Aid Highway Program activities*** and, in adapted form, in all proposals for negotiated agreements regardless of fundingsource:

> "The ***Maine Department of Transportation,*** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix C and G of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix E of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix D and Appendix F of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***Maine Department of Transportation*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the ***FHWA and USDOT*** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the ***FHWA and USDOT***. You must keep records, reports, and submit the material for review upon request to ***FHWA and USDOT***, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

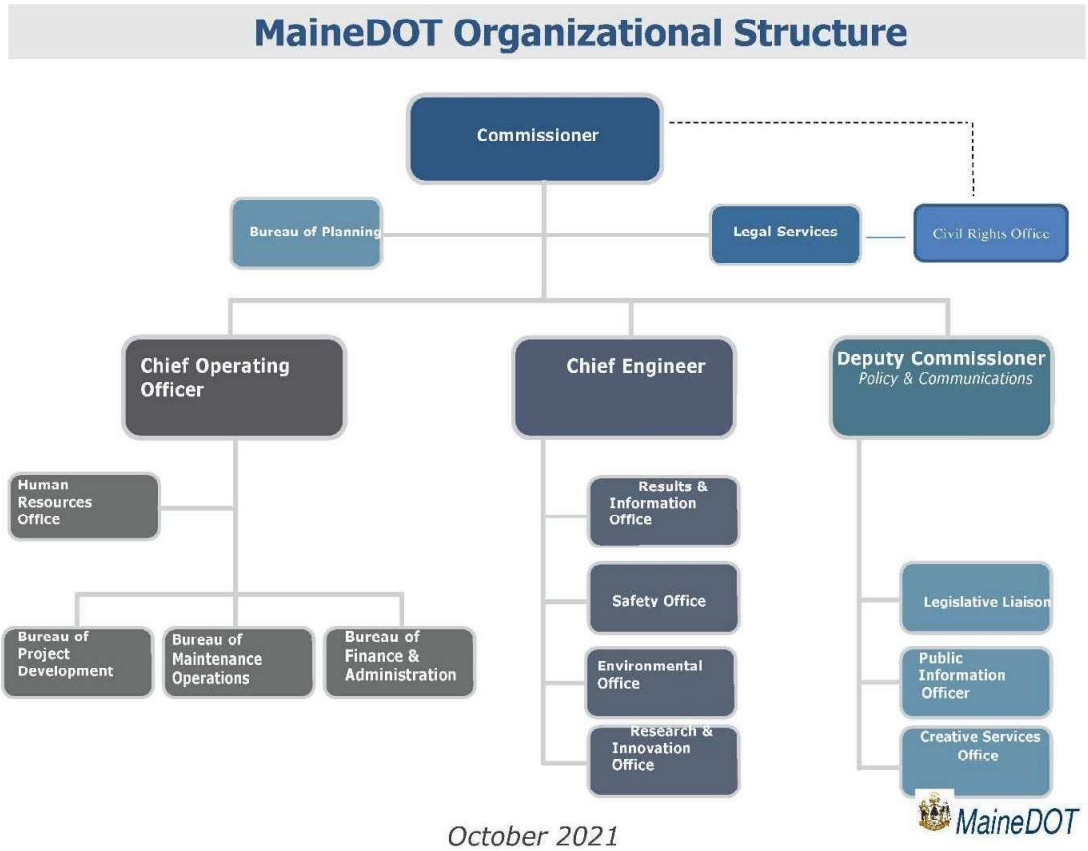
The ***Maine Department of Transportation*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the ***Federal Aid Highway Program***. This ASSURANCE is binding on ***Maine,*** other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the ***Federal Aid Highway Program***. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

MAINE DEPARTMENT OF TRANSPORTATION
(***Name of Recipient***)

by _____
Bruce A. Van Note, Commissioner

DATED Sept. 13, 2021

APPENDIX B


MaineDOT Organizational Structure
Commissioner
Bureau of Planning
Legal Services
Civil Rights Office
Chief Operating Officer
Chief Engineer
Deputy Commissioner
Policy & Communications
Human Resources Office
Bureau of Project Development
Bureau of Maintenance Operations
Bureau of Finance & Administration
Results & Information Office
Safety Office
Environmental Office
Research & Innovation Office
Legislative Liaison
Public Information Officer
Creative Services Office
October 2021
MaineDOT

APPENDIX C

Performance Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FWHA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto, The

contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX D

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Maine Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with 23 IJ.S. Code 5 107, the Regulations for the Administration of the Federal Aid Highway Program, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. S 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Maine Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

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

APPENDIX E

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maine Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Maine Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Maine Department of Transportation and its assigns. *

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

APPENDIX F

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the Maine Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the Maine Department of Transportation will there upon revert to and vest in and become the absolute property of the Maine Department of Transportation and its assigns. *

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

APPENDIX G

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 5 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.Ce 5 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 5 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. S 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 5 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC 5 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 55 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. 5 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL HIGHWAY ADMINISTRATION CIVIL RIGHTS ASSURANCE

The **Maine Department of Transportation** HEREBY CERTIFIES THAT, as a condition of receiving Federal financial assistance under the Civil Rights Act of 1964, as amended, it will ensure that:

1. No person on the basis of race, color or national origin will be subjected to discrimination in the level and quality of transportation services and transportation-related benefits.

2. The Maine Department of Transportation will compile, maintain, and submit in a timely manner Title VI information required in compliance with the Department of Transportation's Title VI regulation, 49 CFR Part 21.9.

3. The Maine Department of Transportation will make it known to the public that those person or persons alleging discrimination on the basis of race, color or national origin as it relates to the provision of transportation services and transportation-related benefits may file a complaint with the Federal Highway Administration and/or the U.S. Department of Transportation.

The person or persons whose signature appears below is authorized to sign this assurance on behalf of the grant applicant or recipient.

DATE: 9/19/23

Bruce A. Van Note, Commissioner
Maine Department of Transportation

APPENDIX I

TITLE VI/NONDISCRIMINATION POLICY STATEMENT

The Commissioner of the Maine Department of Transportation (MaineDOT) is ultimately responsible for and committed to the effective implementation of the Title VI Program to achieve compliance with Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all Federal programs and activities. Understanding that the Commissioner will not be performing any day-to-day implementation duties, the MaineDOT conducts its Title VI/Environmental Justice Program in a team approach by involving personnel from all program areas, with guidance from the Title VI Coordinator. Responsibility for the day to day administration of the Program will be delegated to the Title VI Program Coordinator who is currently the Director of the Civil Rights Office. The Title VI Program Coordinator has been delegated sufficient authority and responsibility to effectively carry out her duties.

The Title VI Program Coordinator ensures MaineDOT's compliance with Title VI/Environmental Justice implementing regulations. Bureau Directors are responsible for Program implementation in their Bureaus and shall identify and delegate Title VI/Nondiscrimination Federal Program Area Liaisons to perform the routine data collection/data analysis and process reviews.

Inquiries concerning the MaineDOT's policies, investigations, complaints, compliance with applicable laws, regulations, and concerns regarding compliance with Title VI/Environmental Justice may be directed to:

Maine Department of Transportation
16 State House Station
Augusta, Maine 04333-1116
Telephone (207) 624-3066 | TTY users Dial Relay: 711
sherry.tompkins@maine.gov

MaineDOT is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the public-at-large is afforded access to all of our programs and services whether those programs and activities are federally funded or not.

This Policy Statement will be circulated throughout the MaineDOT, made available to the public, and be included by reference in all contracts, agreements, programs and services administered by the Department of Transportation.

Bruce A. Van Note, Commissioner

Date: 7/23/21

APPENDIX J

SAMPLE QUESTIONS FOR PROGRAM AREA REVIEWS

Bureau of Planning

- What measures do you take to ensure that a cross-section of people representative of the populations affected by the Department's projects, including identifying and proactively reaching out to various and diverse social, economic and ethnic groups, participate in the Department's Public Involvement Process?
- How do you ensure that appropriate accommodations are made for persons with Limited English Proficiency (LEP) (persons who have difficulty speaking, reading, writing and/or understanding English)? Were interpreters available when needed to assist with LEP needs?
- How do you collect and analyze statistical data on race, color and national origin of populations in all areas impacted by the Department's programs or services?

Bureau of Project Development

Property Office

- What mechanisms are used to identify what communities (minority, LEP) are represented in the negotiation phase of property acquisition?
- How do you ensure that Property Office staff who have direct contact with persons affected by the Department's acquisition of property needed for projects, including compliance with the Uniform Relocation Act of 1970?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?

Multimodal Program

- How do you ensure that Local Public Agencies (LPA) provide the Department with signed Title VI assurances (Form 1050.2A), including Appendices A and K, annually?
- How do you ensure that LPAs include in their subcontracts FHWA Form 1273 and Title VI Assurances, including Appendices A and K?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you process them?
- How do ensure that public meetings and notices related to LPA projects comply with Title VI?

Bureau of Maintenance and Operations

- How do you ensure that the Bureau's activities comply with Title VI requirements of nondiscrimination on the basis of race, color or national origin?
- Have you received any complaints related to discrimination on the basis of race, color or national origin? How many and how did you handle them?

APPENDIX K

Subrecipient Reviewed: _____ Date(s) of Desk Audit _____

Reviewer(s) _____

- ☐ Title VI/Nondiscrimination Policy Statement
- ☐ Title VI/Nondiscrimination Assurances
- ☐ Name and position of Title VI/Nondiscrimination Coordinator
- ☐ Title VI/Nondiscrimination Plan
- ☐ Procedures for processing external discrimination complaints
- ☐ A list of external discrimination complaints and lawsuits
- ☐ Any Accommodations for Limited English Proficient Persons
- ☐ Addressing Environmental Justice in minority populations and low-income populations
- ☐ Ensuring nondiscrimination in the public participation process
- ☐ Collecting and analyzing data to ensure nondiscrimination in programs and activities
- ☐ Process for ensuring that solicitations for bid/requests for proposals contain the Title VI/Nondiscrimination Assurance paragraph
- ☐ Process for ensuring subcontracts contain the appropriate contract provisions and language from the Title VI Assurances
- ☐ Process for Ensuring nondiscrimination in the award of contracts
- ☐ Developing a Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report

APPENDIX L

SUB-RECIPIENT TITLE VI COMPLIANCE ASSESSMENT TOOL

23 Code of Federal Regulations (CFR) Part 200.9 (b)(7) requires that the Maine Department of Transportation (MaineDOT) conduct periodic reviews of cities, planning agencies and other recipients of federal-aid highway funds, including locally public agencies, to ensure that they are complying with Title VI of the Civil Rights Act of 1964. Title VI states that "no person in the United States shall be excluded from participation, denied the benefits of, or be subjected to discrimination in any Federally-funded program, policy or activity on the basis of race, color or national origin."

MaineDOT has developed this assessment as a means of determining sub-recipient compliance; helping sub-recipients understand their Title VI responsibilities; and assisting MaineDOT in planning future training and technical assistance.

This assessment is part of MaineDOT's Title VI review process and has been designed to take only a few minutes of your time. Please fax (207-624-3021) or mail (16 State House Station, Augusta, ME 04333-0016) the completed questionnaire with attachments to: Sherry Tompkins, Director of Civil Rights, no later than August 30, 2021

Questions or concerns may be emailed to: sherry.tompkins@maine.gov or you may reach Sherry by phone at (207) 624-3066.

Baseline Questionnaire

1. Name of your Agency: _____

2. Number of full-time and part-time employees: F/T _____ P/T _____

3. Has your agency provided written Title VI Assurances to MaineDOT? If not, please attach a copy. _____

4. Does your agency physically include the Civil Right Special Provisions (FHWA-Form 1273) in all contracts and ensure that they are included in all sub-contracts, including third-tier contracts? _____
_____

5. Who is the Title VI contract person for your agency? _____.
Does this person accept complaints from the public? _____ If not, who does?_____.
Please include title, email and telephone number for each person listed. _____
_____

6. In the past three years, has your agency been named in a discrimination complaint or lawsuit? _____. If so, when and what was the nature of the complaint or lawsuit and the outcome. _____

_____

_____

_____

7. Does your agency have a written discrimination complaint process? If so, please attach a copy. _____

8. Has your agency made the public aware of the right to file a complaint? _____ If so, by what mechanism _____

_____. Please attach a copy.

9. Does your agency provide free translation services for persons with Limited English Proficiency (LEP)? _____. Please explain _____

_____

_____

_____

10. In the past twelve (12) months, what has your agency done to receive and consider input from all citizen groups, especially minority, low income, disabled and transit-dependent? Please describe, if applicable. _____

_____

_____

_____

11. Does your agency have a method to collect racial and ethnic data on citizens impacted by your projects? _____. If so, please describe. _____

_____

_____

_____

12. Does your agency include the required Disadvantaged Business Enterprise (DBE) assurance language at 49 CFR 26.13(a) and (b) verbatim in all financial agreements, contracts and sub-contracts? (Please see DBE Assurance language below.) _____

****

§26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required, by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each sub-contract the prime contractor signs with a sub-contract) must include the following assurance:

The contractor, sub recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contactor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

****

13. Does your agency monitor DBEs on construction projects to ensure they are performing a commercially useful function (CUF)? _____. If so, where is this documented? _____.
If a DBE is not performing a CUF, what actions for steps have you taken? _____

_____

_____

Who do you notify? _____

14. Do you have any questions regarding this assessment or Title VI? _____ Please include them here along with your email address and/or phone number and a MaineDOT representative will respond. _____

15. Would your agency like Title VI training or other Civil Rights technical assistance from MaineDOT? _____. If yes, please explain. _____

Does your agency have teleconferencing ability? _____

16. Please provide the name, title and contact information of the person who completed this baseline assessment. _____

17. Provide an annual report on Title VI accomplishments for the previous year and goals for the next year. _____

APPENDIX M

Maine Department of Transportation
External Discrimination Complaint Form

(Title VI/Nondiscrimination and ADA/Section 504 Complaints)

Name	Phone	Name of Person(s) That Discriminated Against You
Address		Location and Position of Person (If Known)
City, State, Zip		City, State, Zip
Agency involved		Date of Alleged Incident
Discrimination Because of: ☐ Race ☐ Color ☐ National Origin ☐ Sex ☐ Age ☐ Disability		What Remedy are you requesting?
Explain As Briefly And Clearly As Possible What Happened And How You Were Discriminated Against. Indicate Who Was Involved. Be Sure To Include How Other Persons Were Treated Differently Than You. Also Attach Any Written Material Pertaining To Your Case.		
Signature		Date

Please Mail Complaint to:

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
Or Call (207) 624- 3066 or TYY Relay 711

APPENDIX N

MaineDOT

Integrity • Competence • Service

NON-DISCRIMINATION/TITLE VI POSTER

Title VI and Nondiscrimination Commitment to all USDOT funded programs:
Pursuant to Title VI of the Civil Rights Act of 1964 and related laws and regulations, MaineDOT will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age or disability.

Complaint Procedures:
MaineDOT has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with MaineDOT. Any such complaint must be in writing and filed with the MaineDOT Title VI Coordinator within one hundred eighty (180) calendar days following the date of the alleged discriminatory occurrence. For more information, please contact the MaineDOT's Title VI Coordinator.

ADA/504 Statement:
Pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations, MaineDOT will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. MaineDOT will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access MaineDOT facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, MaineDOT asks that requests be made at least five (5) calendar days prior to the need for accommodation. Questions, concerns, comments or requests for accommodation should be made to MaineDOT's ADA Coordinator.

Services are provided free without charge for individuals with special needs with disabilities. Any fees will be paid by the recipient or subrecipient. The public will have access to translators, "I Speak Cards", TTY/TDD services and vital documents translated when requested.

MaineDOT Title VI

Sherry Y. Tompkins, Director
Civil Rights Office
Maine Department of Transportation
16 State House Station
Augusta, Maine 04333
Office Phone: (207) 624-3066
Cell Phone: (207) 592-0686
TYY: Users Dial MAINE RELAY 711

Call Us with Questions

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, disability or income level, or because you have difficulty with the English language, call us at 207-624-3056. MaineDOT's Civil Rights Office will explain the process for filing a complaint. Complaint forms are on our website.

mainedot.gov/civilrights/title-vi

Language translation services available upon request.

Services de traduction de langue disponibles sur demande.

Servicios de traducción disponibles bajo petición.

要求提供的 语言翻译服务。

Lugha ya tafsiri huduma inapatikana juu ya ombi.
Ladenan panarjamahan Basa aya kana paménta.

خدمات الترجمة اللغة متاحة عند الطلب

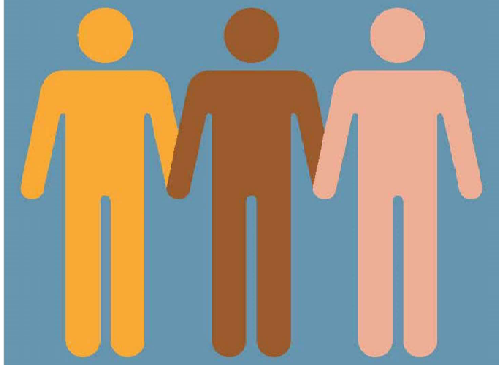
Có các dịch vụ phiên dịch khi quý vị yêu cầu.

MaineDOT

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
Phone: 207-624-3056
TTY Users Dial Maine Relay 711

mainedot.gov

Know YOUR Rights



MaineDOT
Civil Rights Office

TITLE VI PROGRAM *of the Civil Rights Act*

MaineDOT's mission is to provide the people of Maine with a safe, efficient and effective transportation system. Our work is intended to serve the transportation needs of all people in Maine, regardless of race, color, national origin, sex, age, disability, income level or limited English proficiency.

MaineDOT is committed to assuring that none of its activities or programs encourage discrimination. We manage our programs without regard to race, color, national origin, sex, age, disability, income level, or the ability to speak or understand English.

MaineDOT will not allow discrimination by a MaineDOT employee or by recipients of federal-aid funds such as cities, counties, contractors, or planning agencies. MaineDOT prohibits all discriminatory practices which may result in:

- Unfair denial of any service, financial aid or benefit provided by the federally funded program;
- Different standards or requirements for participation in programs;
- Segregation or separate treatment within our programs;
- Differences in the quality, quantity or way in which a benefit is provided;
- Discrimination in any activities in a facility built with federal funds.

To ensure compliance with Title VI, and other related laws, MaineDOT:

- Avoids or reduces harmful health and environmental impacts which programs or activities might have on minority and low-income populations;
- Ensures the full and fair participation by all communities in its decision-making process;
- Prevents the denial, reduction or delay of benefits for minority and low-income populations;
- Provides language interpreters to people who have difficulty understanding English.

How to File a Complaint

If you believe you have been discriminated against, you will need to file a written complaint. The complaint must be submitted within 180 days of the alleged discrimination. The complaint form is on our website for you to download.

Be prepared to fill in:

- Your name, address and phone number;
- The name and address of the organization you believe discriminated against you;
- Details of the alleged discrimination and any other relevant information; and
- The names of anyone we could contact regarding the alleged discrimination.

Once you have filled in the form, mail it to us:

MaineDOT Civil Rights Office
16 State House Station
Augusta, Maine 04333-0016
207-624-3056

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

March 28, 2024

Regulatory Division
File Number: NAE-2024-00602

Environmental Office
Maine Dept. of Transportation
16 State House Station
Augusta, Maine 04333
Joshua.Brown@maine.gov

Dear Mr. Brown:

The U.S. Army Corps of Engineers (USACE) has reviewed your application to replace 10 existing culverts being:

1. A stream and wetland crossing. Replace the existing 2-foot by 52-foot culvert with a 3 foot by 64-foot culvert to be embedded 9-inches.
2. A stream and wetland crossing. Extend the existing 3-foot by 55-fooot culvert by 9-feet on its inlet side.
3. A stream and wetland crossing. Replace existing 3-foot by 61-foot culvert with a 4-foot by 76-foot culvert to be embedded 12-inches.
4. A stream and wetland crossing. Replace the existing 2.5-foot by 75-foot culvert with a 5-foot by 72-foot culvert.
5. A wetland crossing. Remove the existing 1.2-foot by 40-foot culvert with a 3-foot by 54-foot culvert to be embedded 12-inches.
6. A wetland crossing. Replace the existing 1.2-foot by 46 foot culvert with a 3-foot by 61-foot culvert to be embedded 12-inches.
7. A wetland crossing. Replace the existing 1.2-foot by 49-foot culvert with a 3-foot by 58-foot culvert.
8. A wetland crossing. Replace the existing 16-inch by 67-foot culvert with a 3-foot by 76-foot culvert.
9. A wetland crossing. Replace the existing 1.2-foot by 53-feet culvert with a 3-foot by 57-foot culvert.
10. A wetland crossing. To extent the existing 24-inch by 50-foot culvert by 6 feet.

Impacts include a total of 175 square feet of permanent impacts and 405 square feet of temporary impacts to streams. Additionally, the project will result in a total of 275 square feet of permanent and 450 square feet of temporary impacts to wetlands. The work will take place on Route 16 where it crosses over multiple unnamed streams in Lang Township and Coplin Plantation, Maine. The work is to be constructed as shown on the attached plans titled “Location Plan” on 1 sheet and not dated, “WIN 26964.00 XC 978337 Impact Plan Lang Twp” on 1 sheet and not dated, “WIN 26964.00 XC

978344 Impact Plan Lang Twp. On 1 sheet and dated “2/28/2024”, WIN 26964 XC 978353 Impact Plan Lang Twp.” on 1 sheet and dated “February 28, 2024”, “WIN 26964.00 XC 978387 Impact Plan Lang Twp.” on 1 sheet and dated “February 28, 2024”, “WIN 26964.00 XC 978394 Impact Plan Lang Twp.” on 1 sheet and dated “12/22/2023”, “WIN 26964.00 XC 978412 Impact Plan Lang Twp.” on 1 sheet and not dated, “WIN 26964.00 XC 978429 Impact Plan Lang Twp.” on 1 sheet and not dated, “WIN 26964.00 XC 1032871 Impact Plan Lang Twp” on 1 sheet and dated 2/28/2024”, “WIN 26964.00 XC 1032882 Impact Plan Lang Twp.” on 1 sheet dated “2/2/2024”, “WIN 26964.00 XC 1032883 Impact Plan Lang Twp.” on 1 sheet and dated “2/29/2023”, “XC-978429” on 1 sheet and dated “February 29, 2024”, “XC-978412” on 1 sheet and not dated, “XC-1032871” on 1 sheet and not dated, “XC-978394” on 1 sheet and not dated, “XC-978387” on 1 sheet and not dated, “XC-978353” on 1 sheet and not dated”, “XC-978344 XC-1032882” on 1 sheet and not dated, “XC-978337 XC-1032883” on 1 sheet and not dated, and “PLANS” on 8 sheets and dated “1/21/2024”.
DOT WIN: 26964.00

Based on the information that you have provided, we verify that the activity is authorized under General Permit # 22 of the enclosed October 14, 2020, federal permits known as the Maine General Permits (GPs). The GPs are also available at https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit.

Please review the enclosed GPs carefully, in particular the general conditions beginning on page 5, and ensure that you and all personnel performing work authorized by the GPs are fully aware of and comply with its terms and conditions. A copy of the GPs and this verification letter shall be available at the work site as required by General Condition 33. You must perform this work in accordance with the following special conditions:

1. This project shall be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.
2. In water work shall occur between July 15 through September 30.
3. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

This authorization presumes that the work as described above and as shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to this office.

This authorization expires on October 14, 2025. You must commence or have under contract to commence the work authorized herein by October 14, 2025, and complete the work by October 14, 2026. If not, you must contact this office to determine the need for further authorization and we recommend you contact us *before* the work authorized herein expires. Please contact us immediately if you change the plans or construction methods for work within our jurisdiction as we must approve any changes before you undertake them. Performing work within our jurisdiction that is not specifically authorized by this determination or failing to comply with the special condition(s) provided above or all of the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law. Applicants are responsible for applying for and obtaining any other approvals.

We continually strive to improve our customer service. To better serve you, we would appreciate your completing our Customer Service Survey located at https://regulatory.ops.usace.army.mil/customer-service-survey/

Please contact Richard Kristoff, of my staff at (978) 318 8171 or richard.c.kristoff@usace.army.mil if you have any questions.

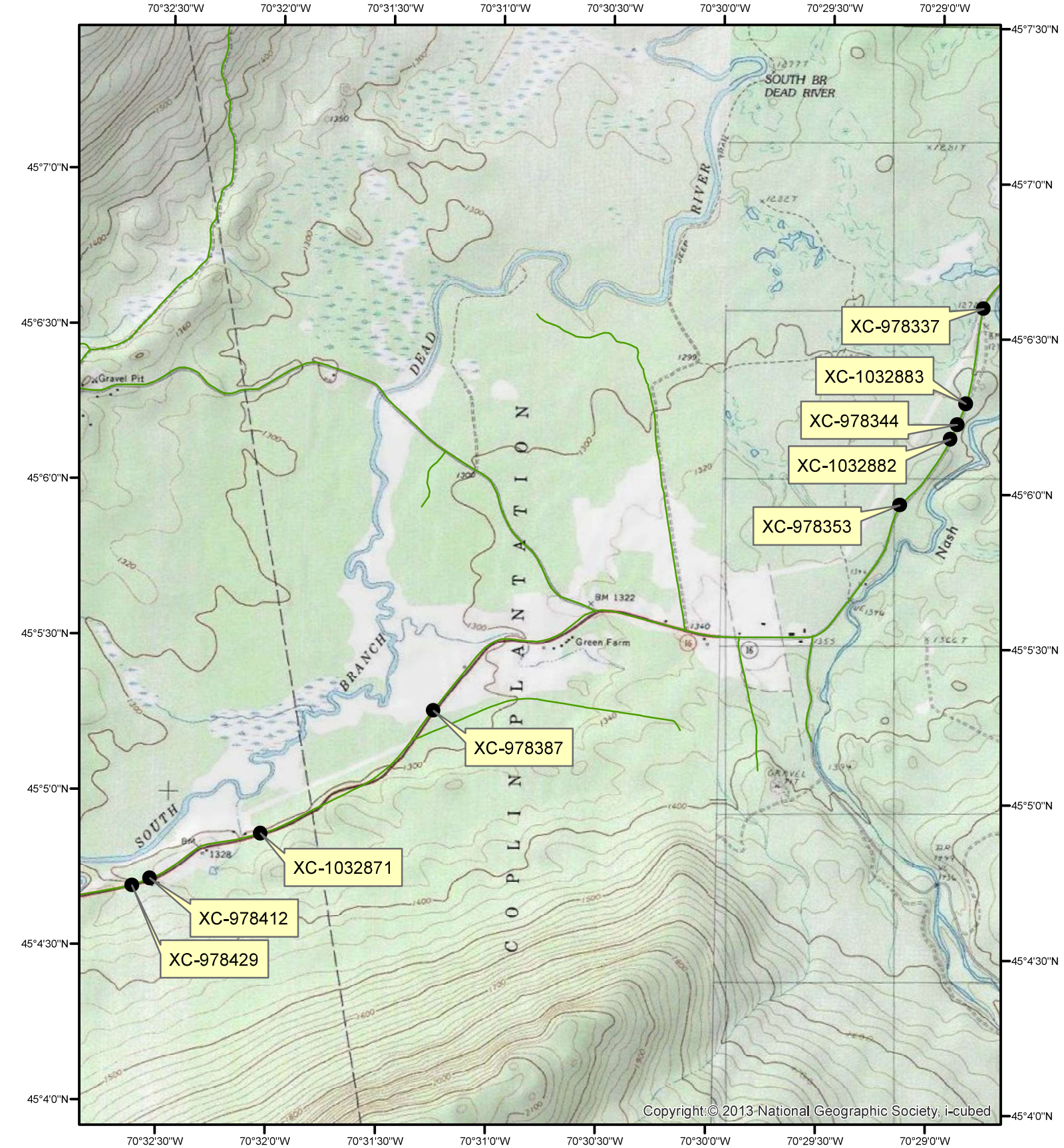
Sincerely,

Adam Durando
Acting Deputy Chief
Regulatory Division

Enclosures

Cc:
Mike Marsh, U.S. EPA, Region 1, Boston, MA; marsh.mike@epa.gov
Dawn Hallowell, Maine DEP; dawn.hallowell@maine.gov

Location Plan



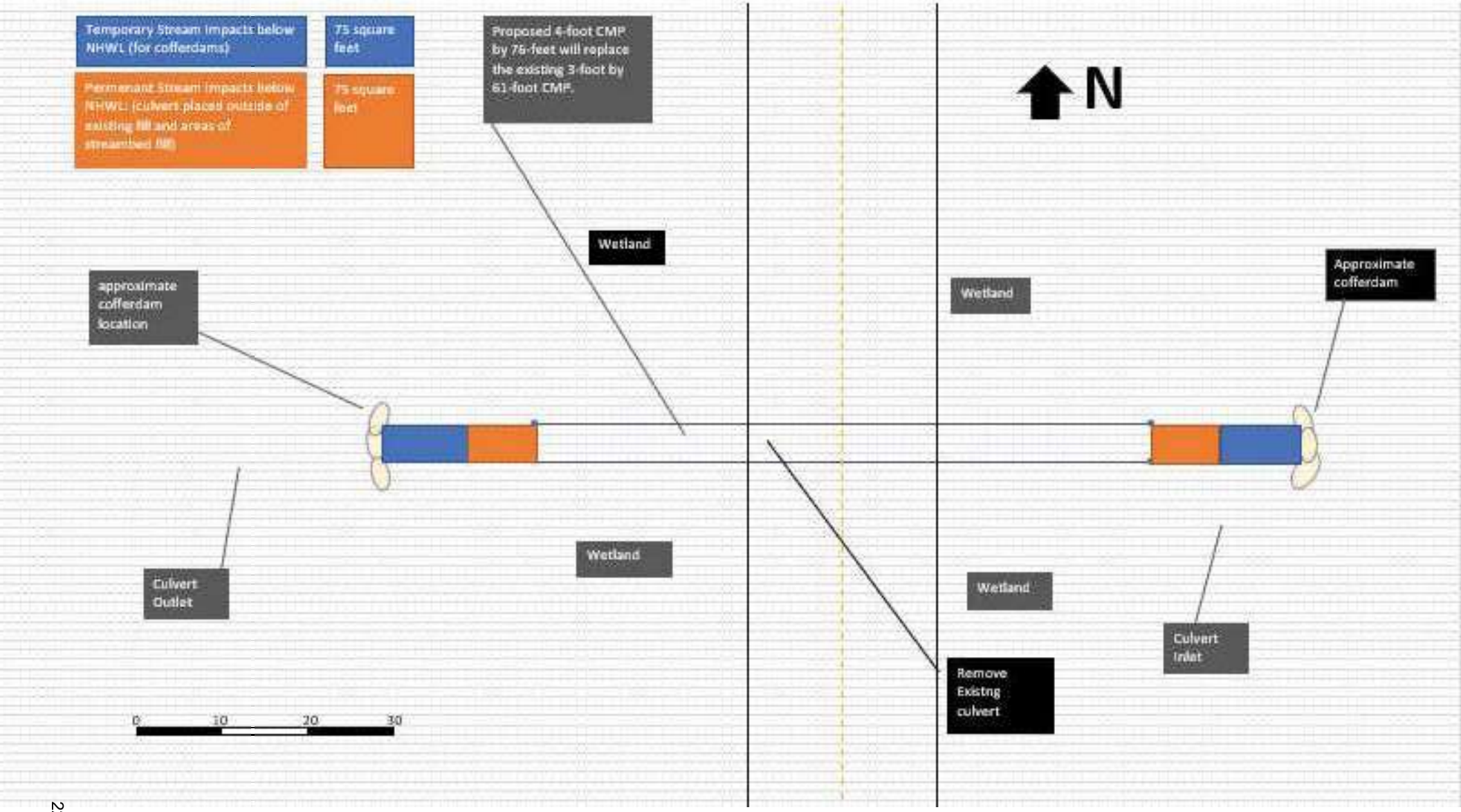
Rt 16 Rangeley Rd, Multiple Culvert Replacements
WIN: 26964.00
Lang TWP & Coplin PLT, ME (Franklin County)
Quill Hill & Black Nubble, ME USGS 30k topo map
45.07819, -70.543687, 45.078613, -70.54236, 45.08109, -70.534018, 45.087887, -70.521098, 45.099394, -70.486059, 45.102957, -70.482251, 45.103742, -70.481823, 45.104859, -70.481139, 45.109993, -70.479984

N
W E
S

0 0.25 0.5 1 Miles

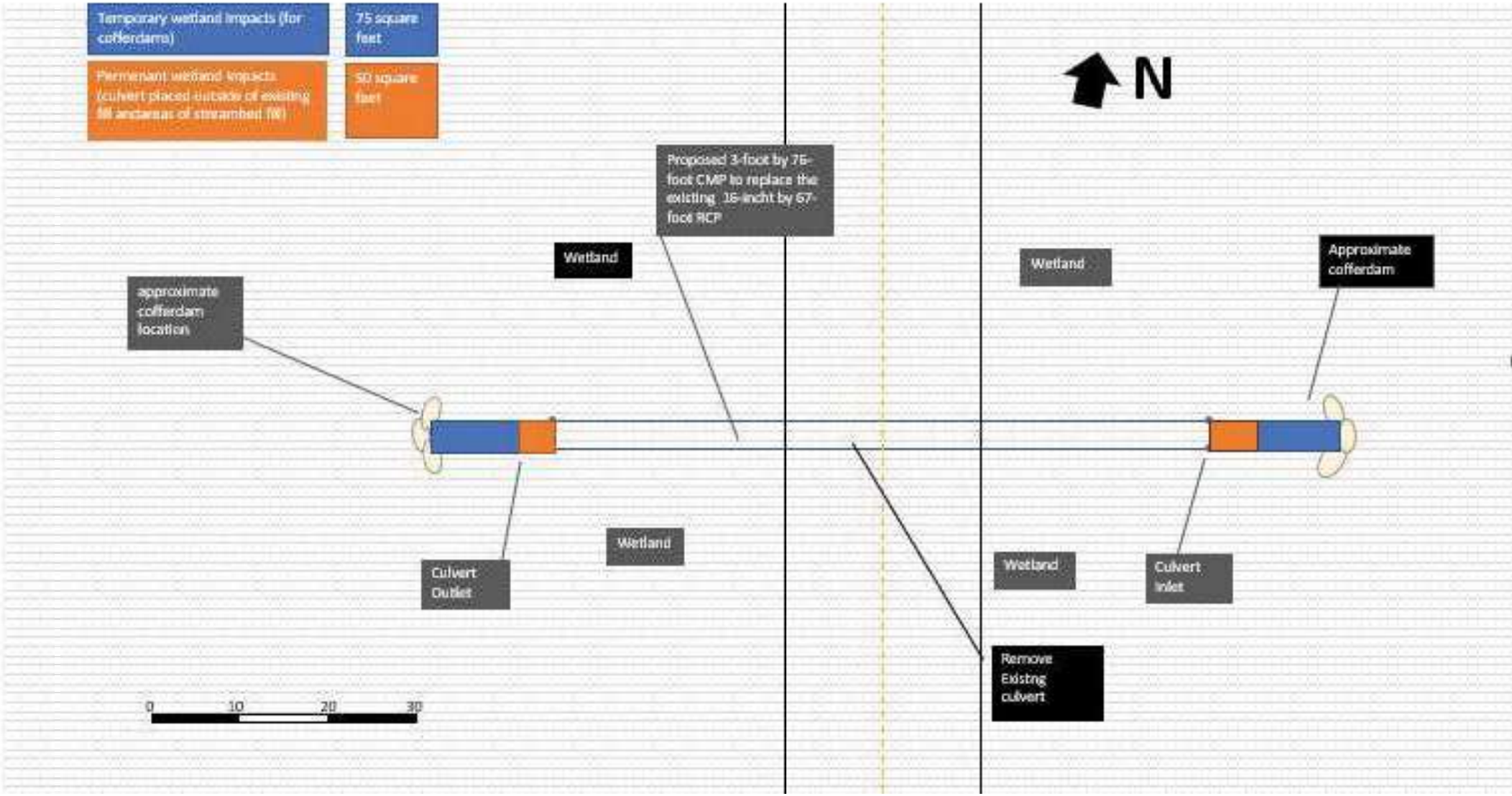
March 27, 2024

WIN 26964.00
XC 978337
Impact Plan
Lang Twp



March 27, 2024

WIN 26964.00
XC 978344
Impact Plan
Lang Twp.



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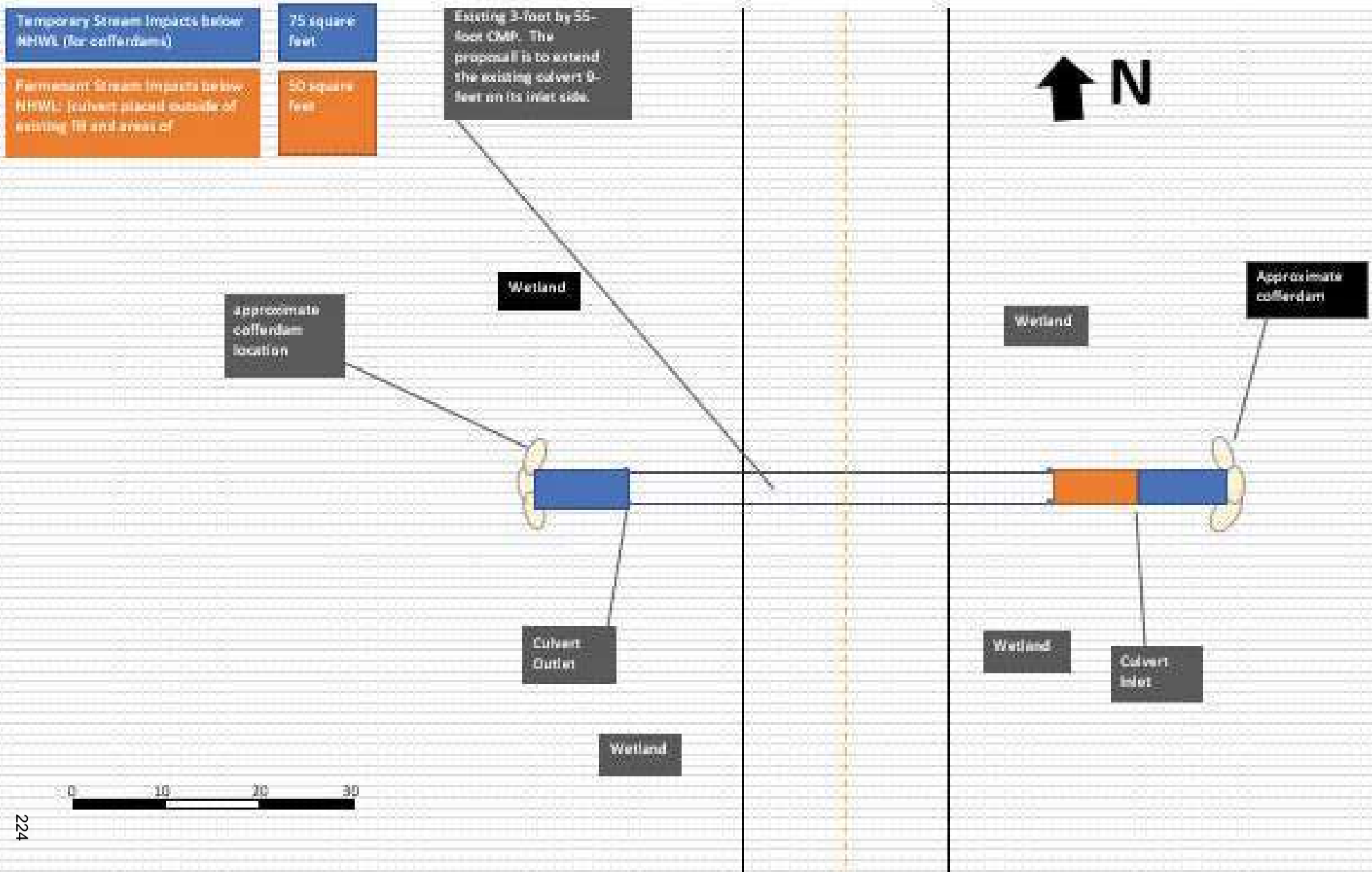
Lang Twp.
February 28, 2024



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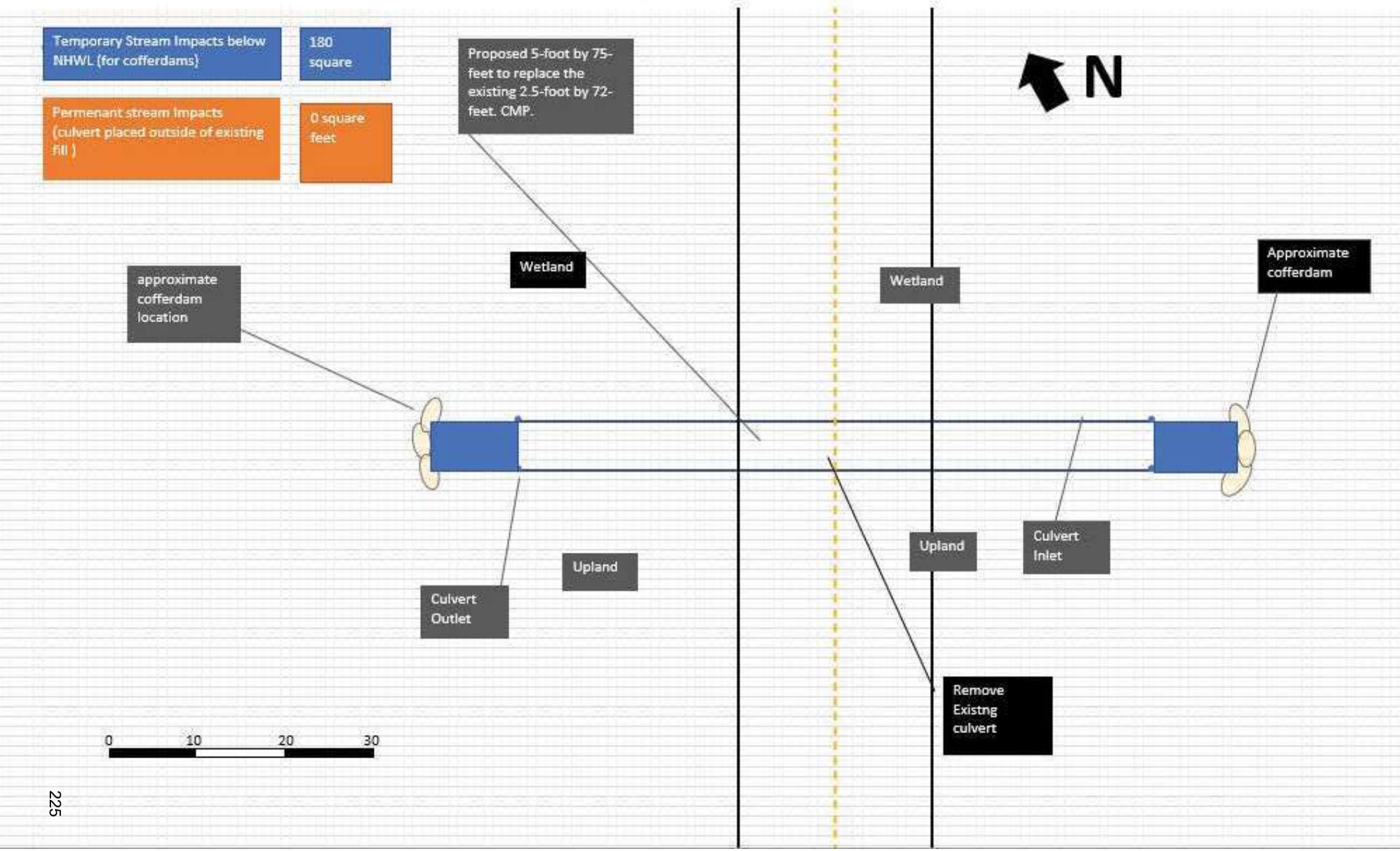
12/22/2023



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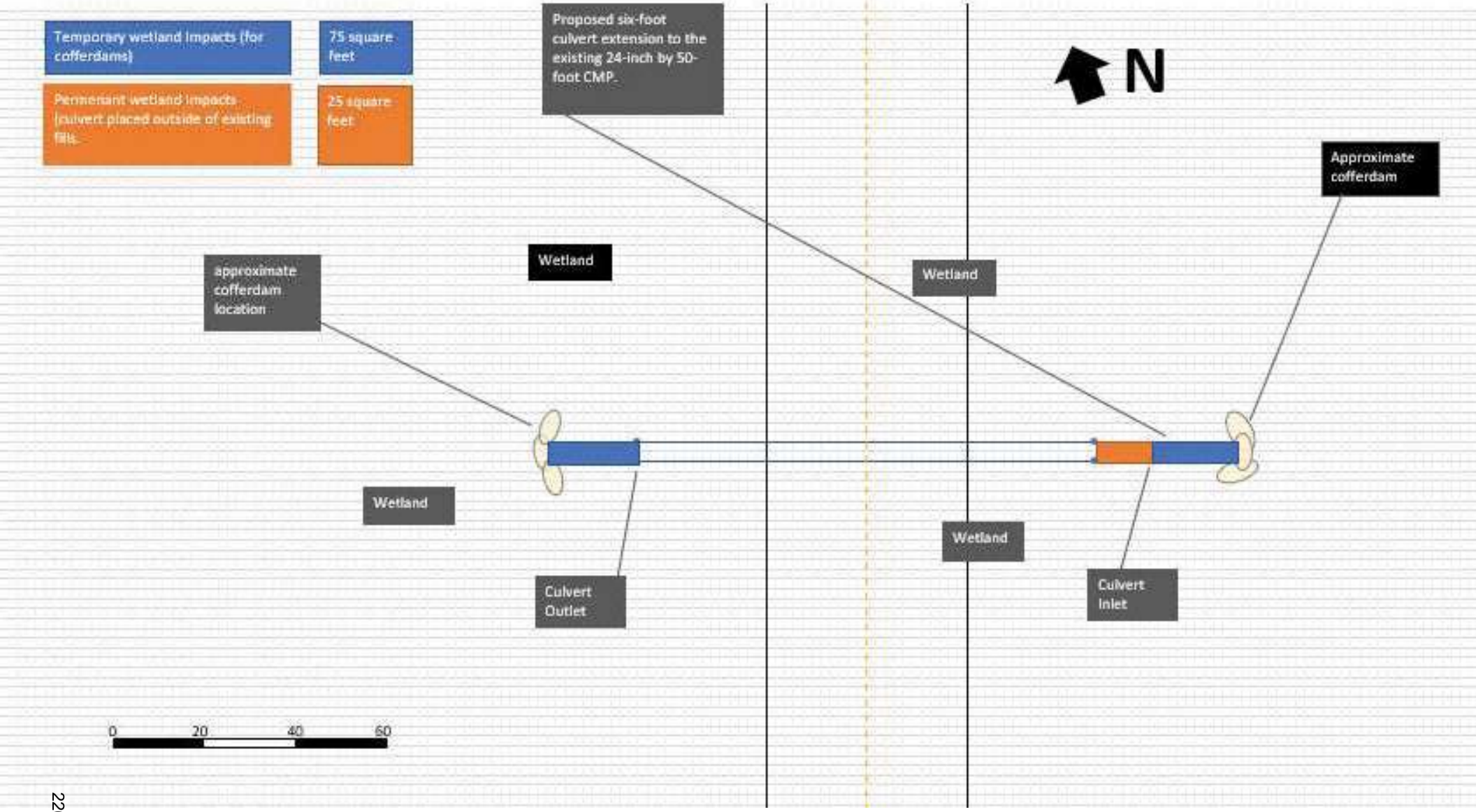
2/28/2024



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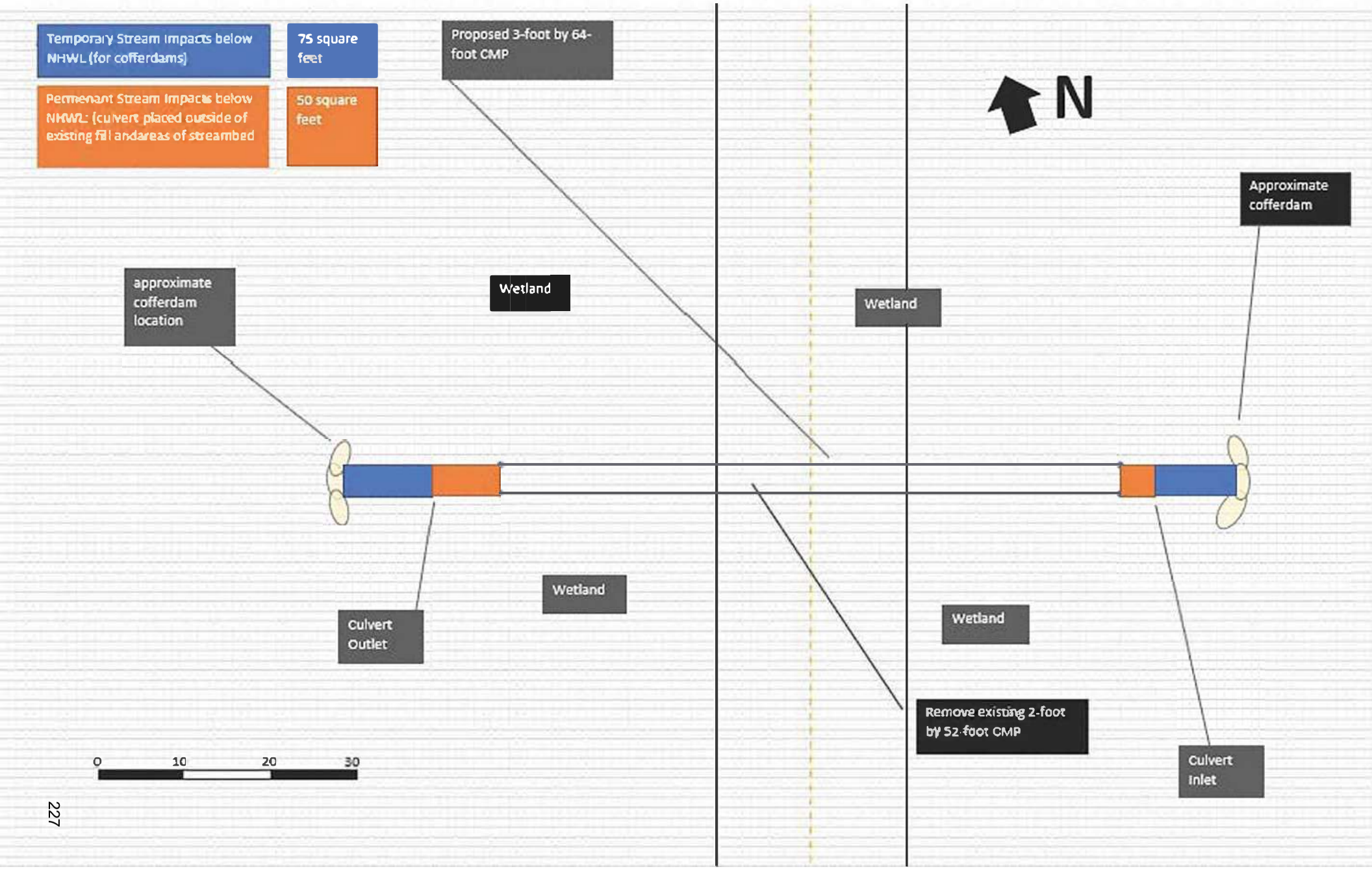
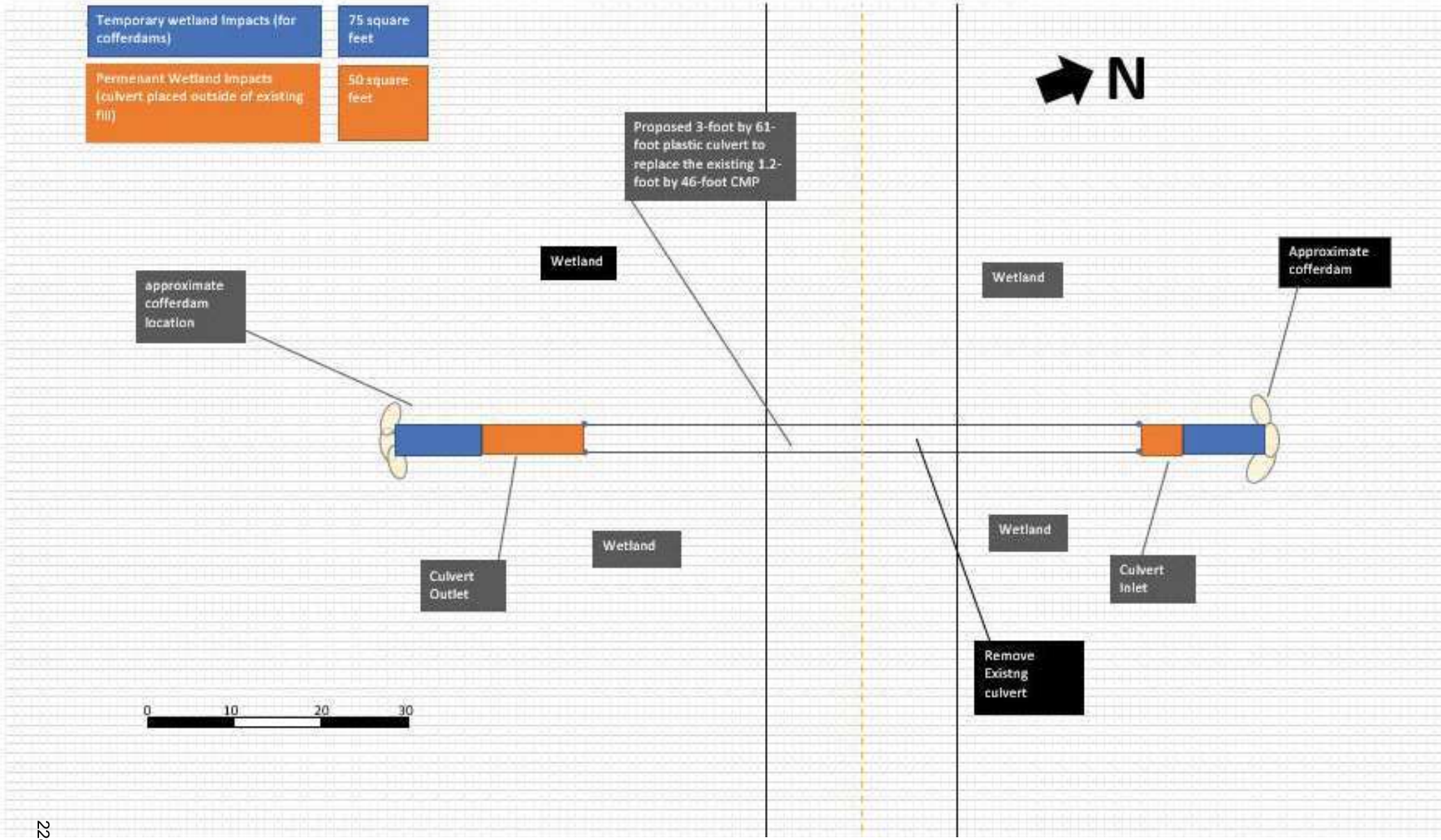
Lang Twp.

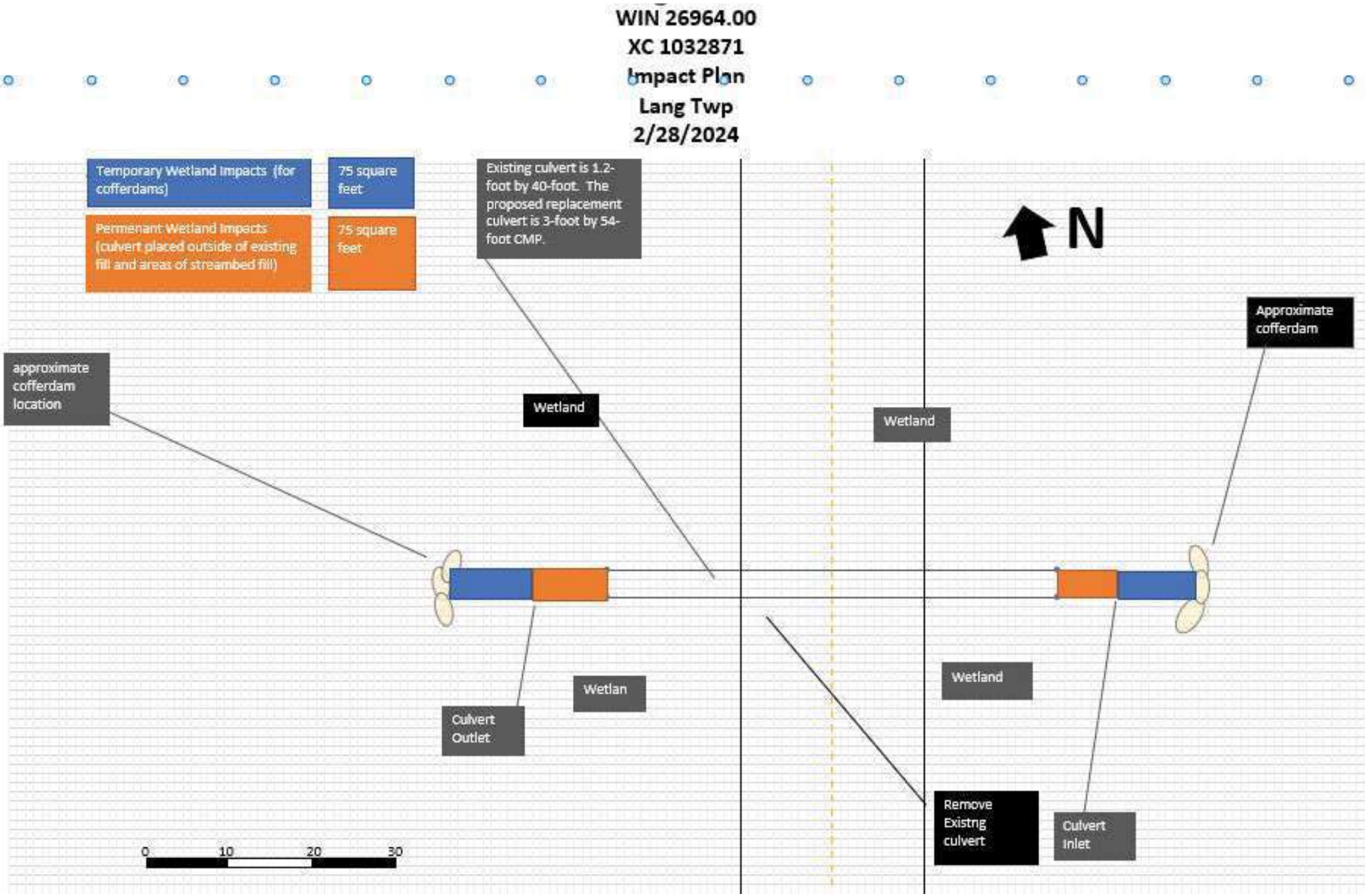
March 27, 2024



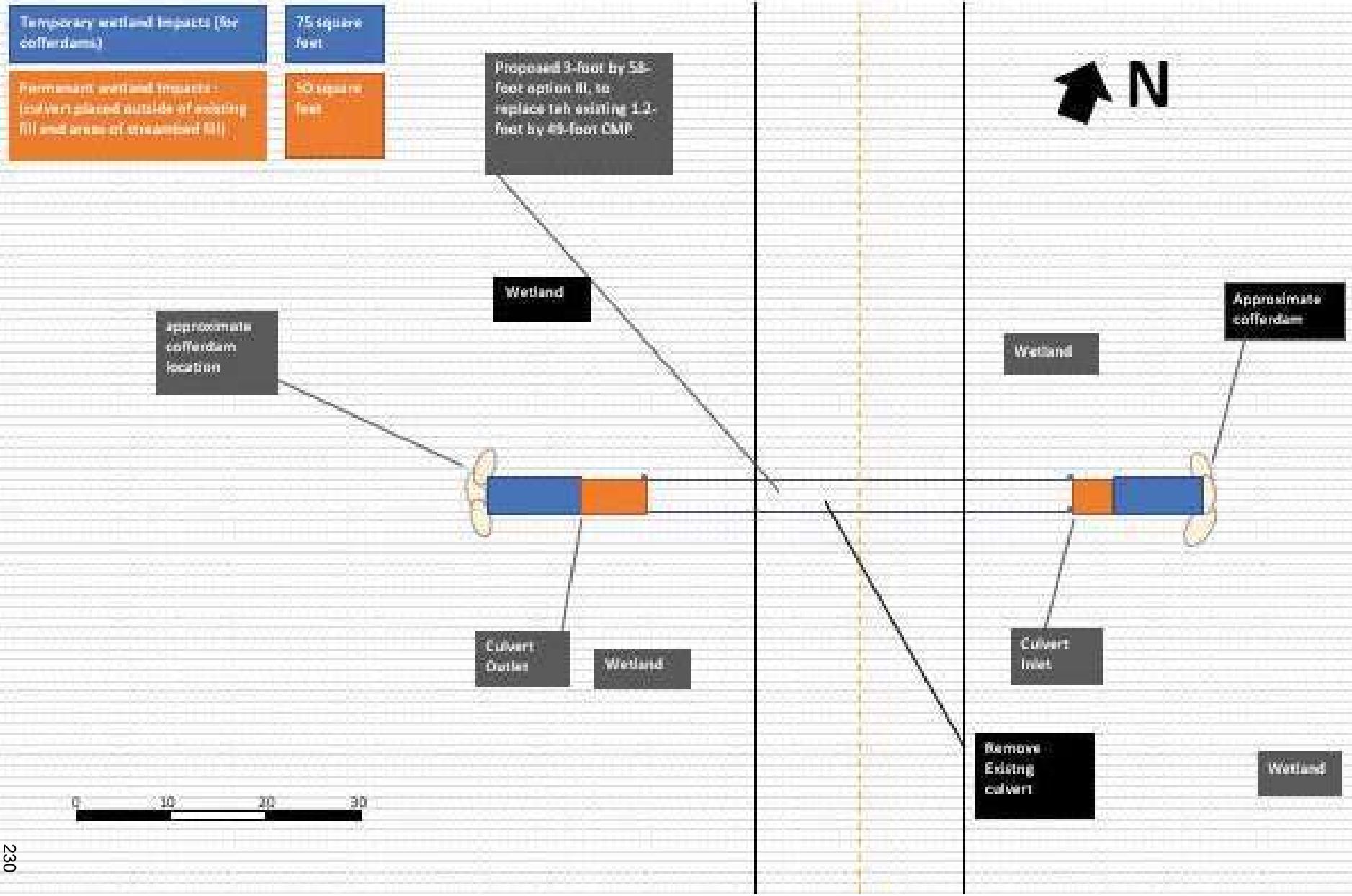
March 27, 2024

WIN 26964.00
XC 978353
Impact Plan
Lang Twp.




WIN 26964.00
XC 1032871
Impact Plan
Lang Twp
2/28/2024
Temporary Wetland Impacts (for cofferdams)
75 square feet
Permenant Wetland Impacts (culvert placed outside of existing fill and areas of streambed fill)
75 square feet
Existing culvert is 1.2-foot by 40-foot. The proposed replacement culvert is 3-foot by 54-foot CMP.
N
Approximate cofferdam
approximate cofferdam location
Wetland
Wetland
Wetlan
Wetland
Culvert Outlet
Remove Existng culvert
Culvert Inlet
0
10
20
30

WIN 26964.00
XC 1032882
Impact Plan
Lang Twp.
2/28/2024



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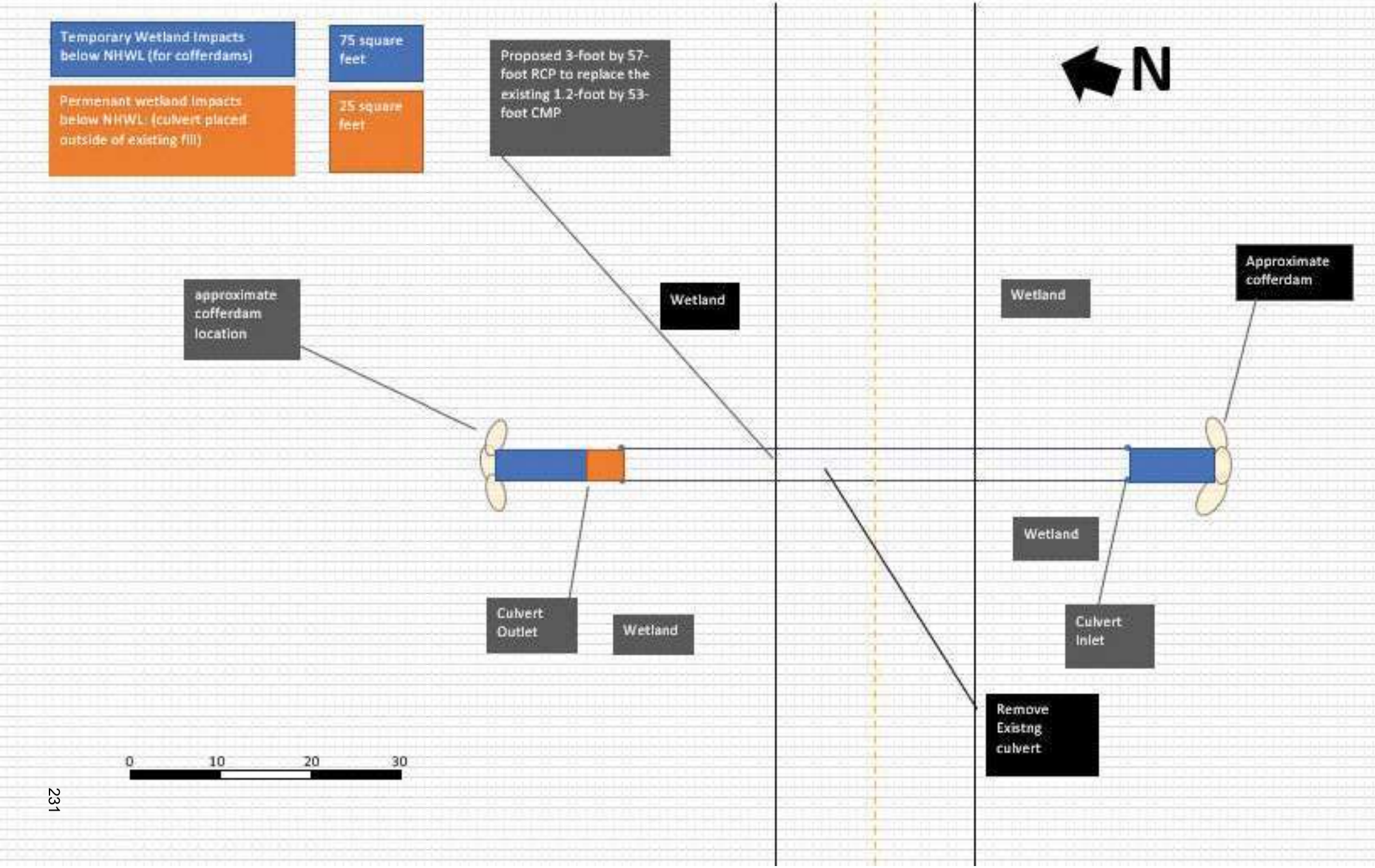
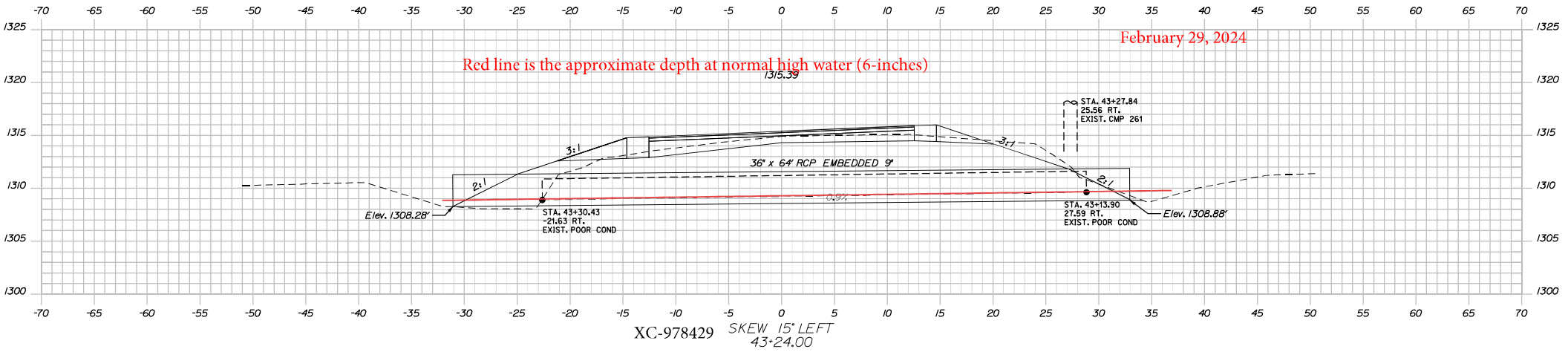
Lang Twp.
2/29/2023

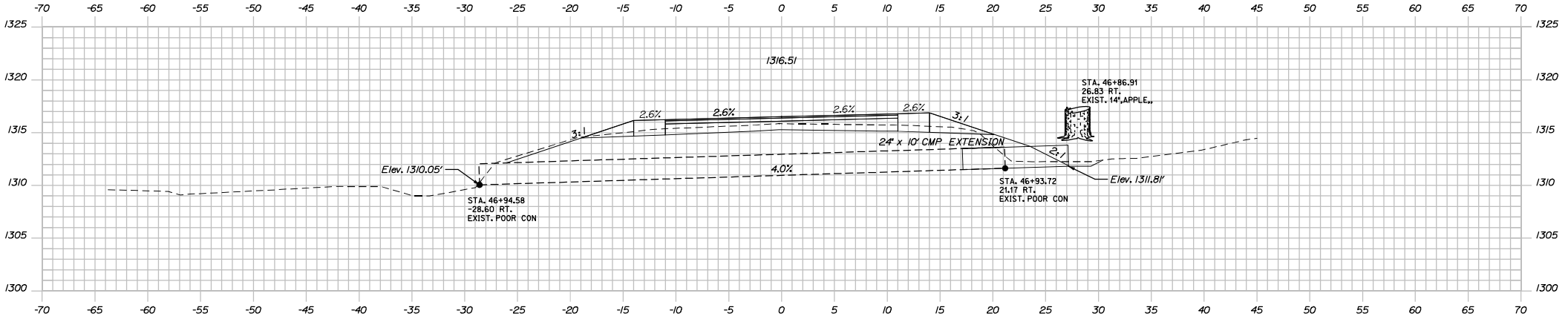


February 29, 2024

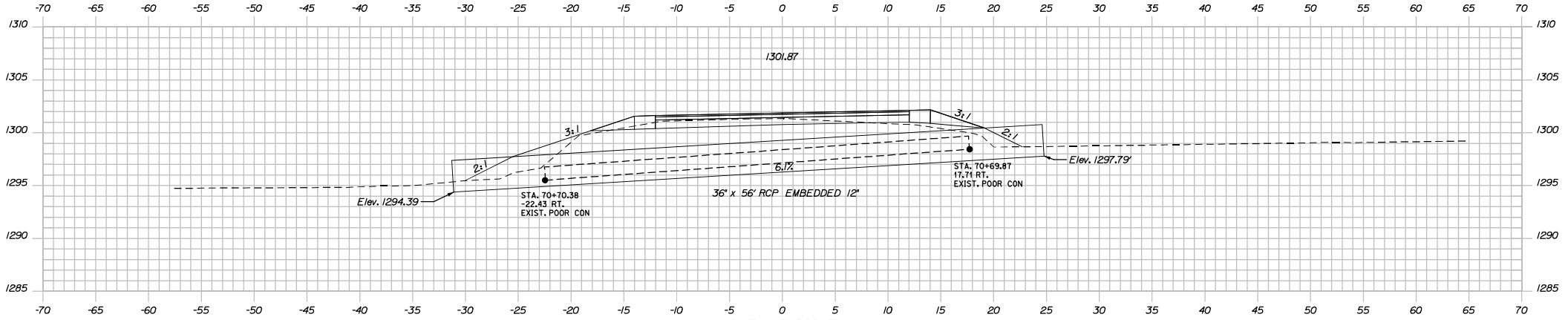
Red line is the approximate depth at normal high water (6-inches)



XC-978429 SKEW 15° LEFT
43+24.00

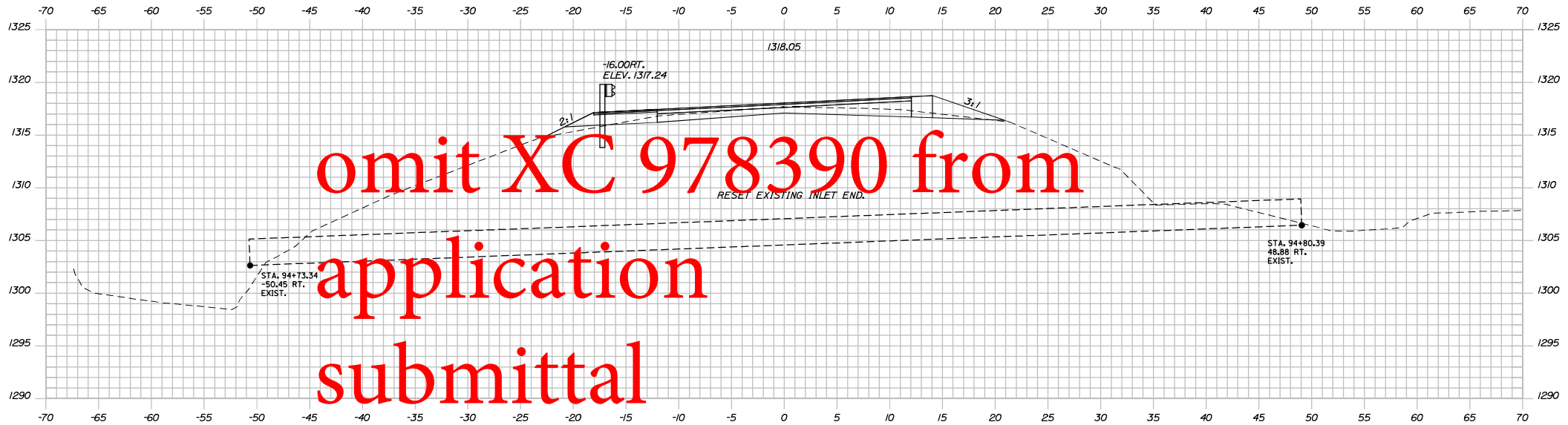


XC-978412 *46+95.00*



SKEW 3° RIGHT
70+68.00

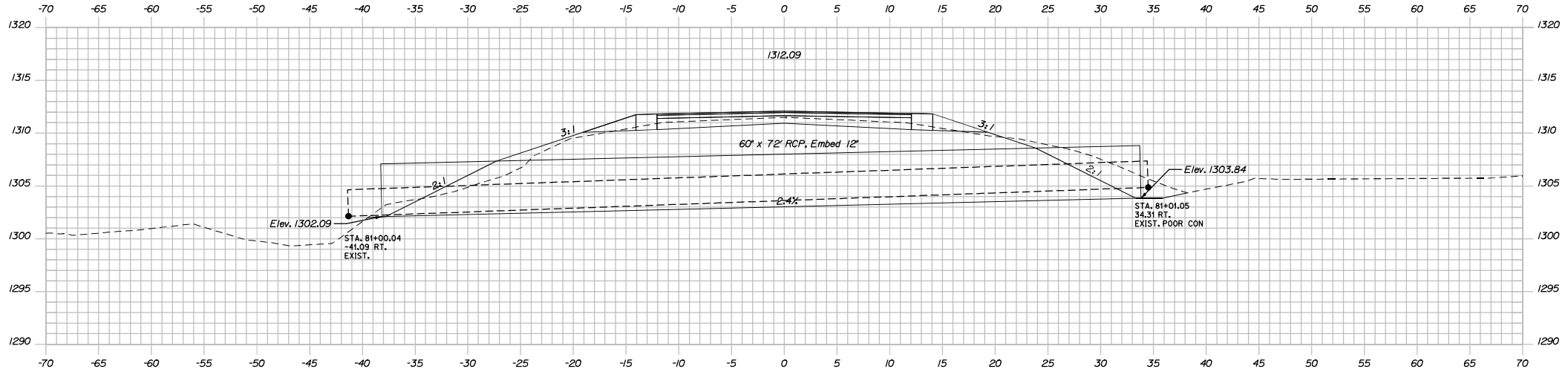
XC-1032871



omit XC 978390 from application submittal

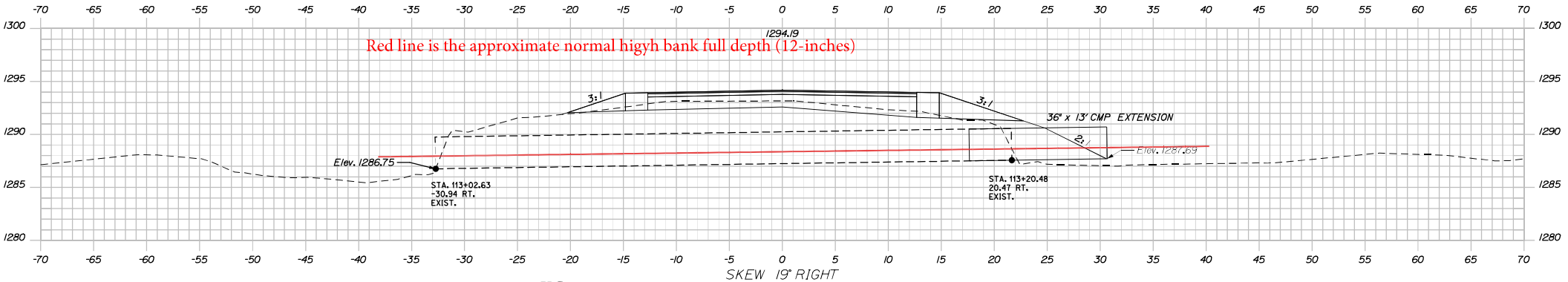
XC-978390

SKEW 5° RIGHT
94+78.00

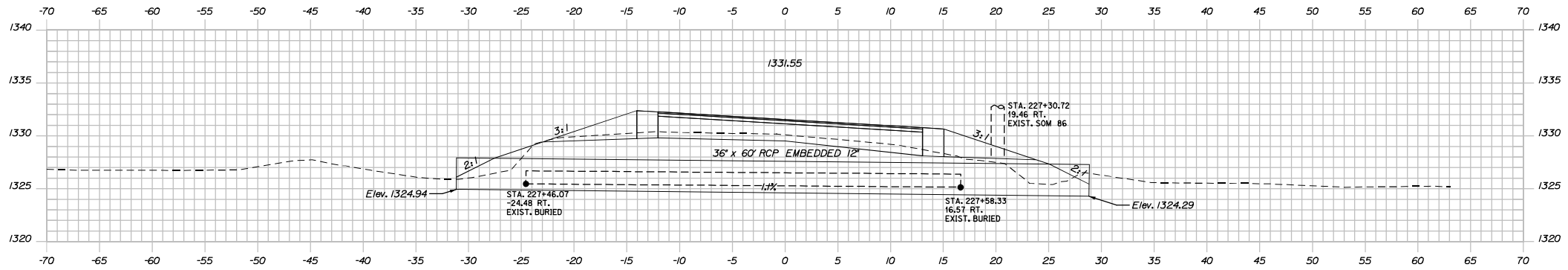


XC-978394

SKEW 6° RIGHT
81+04.00

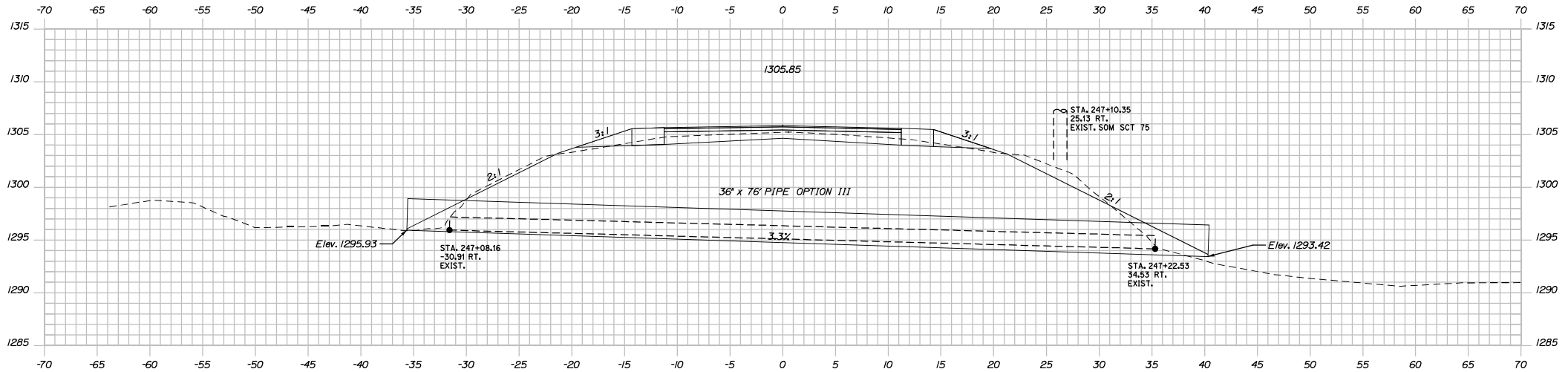

Red line is the approximate normal higyh bank full depth (12-inches)
1294.19
3:1
3:1
2:1
36" x 13' CMP EXTENSION
Elev. 1286.75
Elev. 1287.69
STA. 113+02.63
-30.94 RT.
EXIST.
STA. 113+20.48
20.47 RT.
EXIST.
SKEW 19° RIGHT
113+13.00

XC-978387

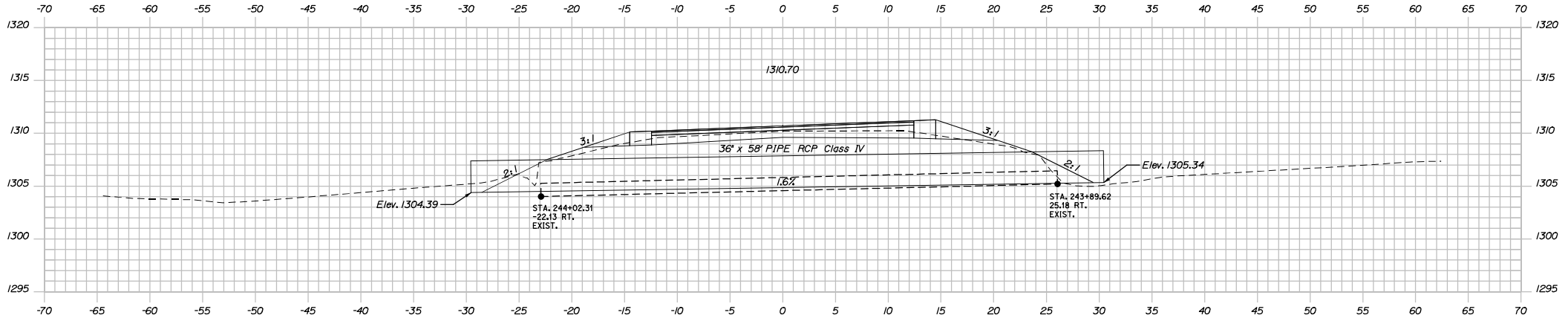


XC-978353

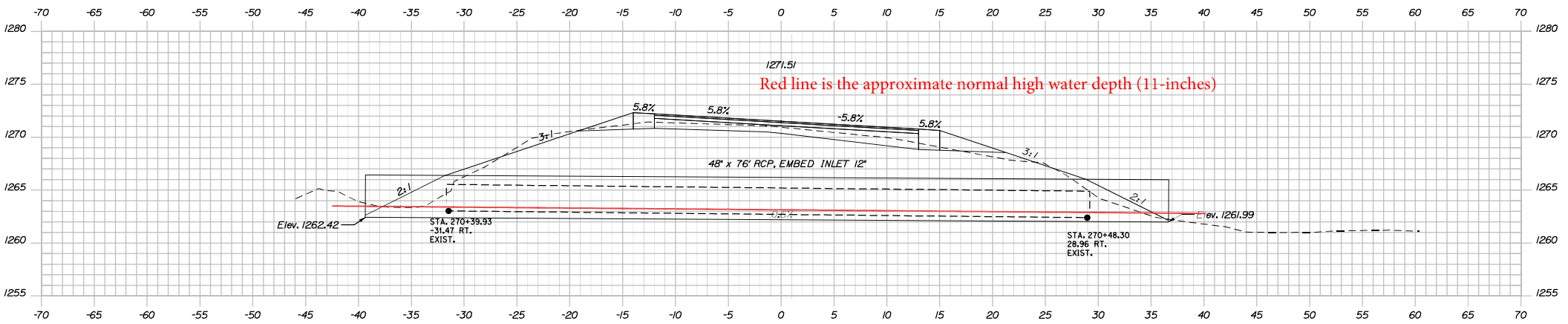
SKEW 5° RIGHT
227+47.00



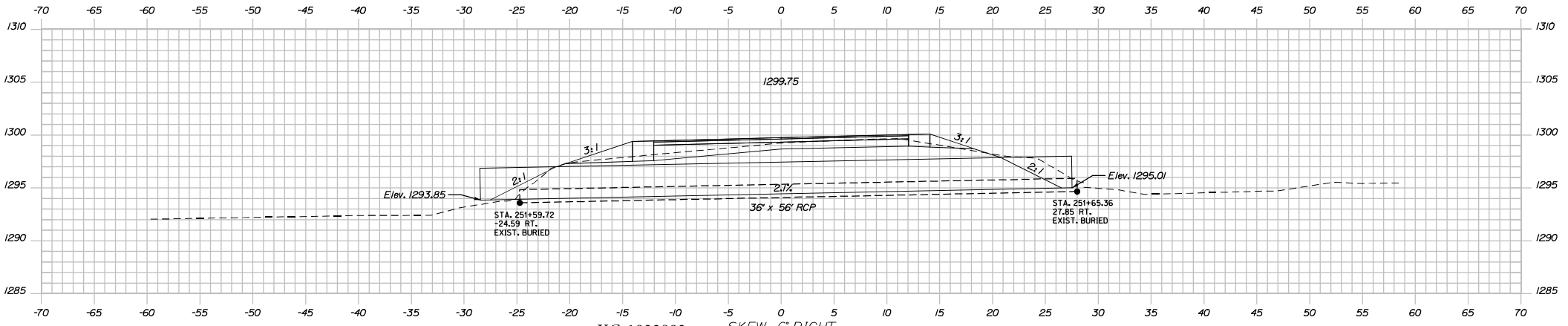
XC-978344 SKEW 12° RIGHT
247+15.00



XC-1032882 SKEW 15° LEFT
243+96.00

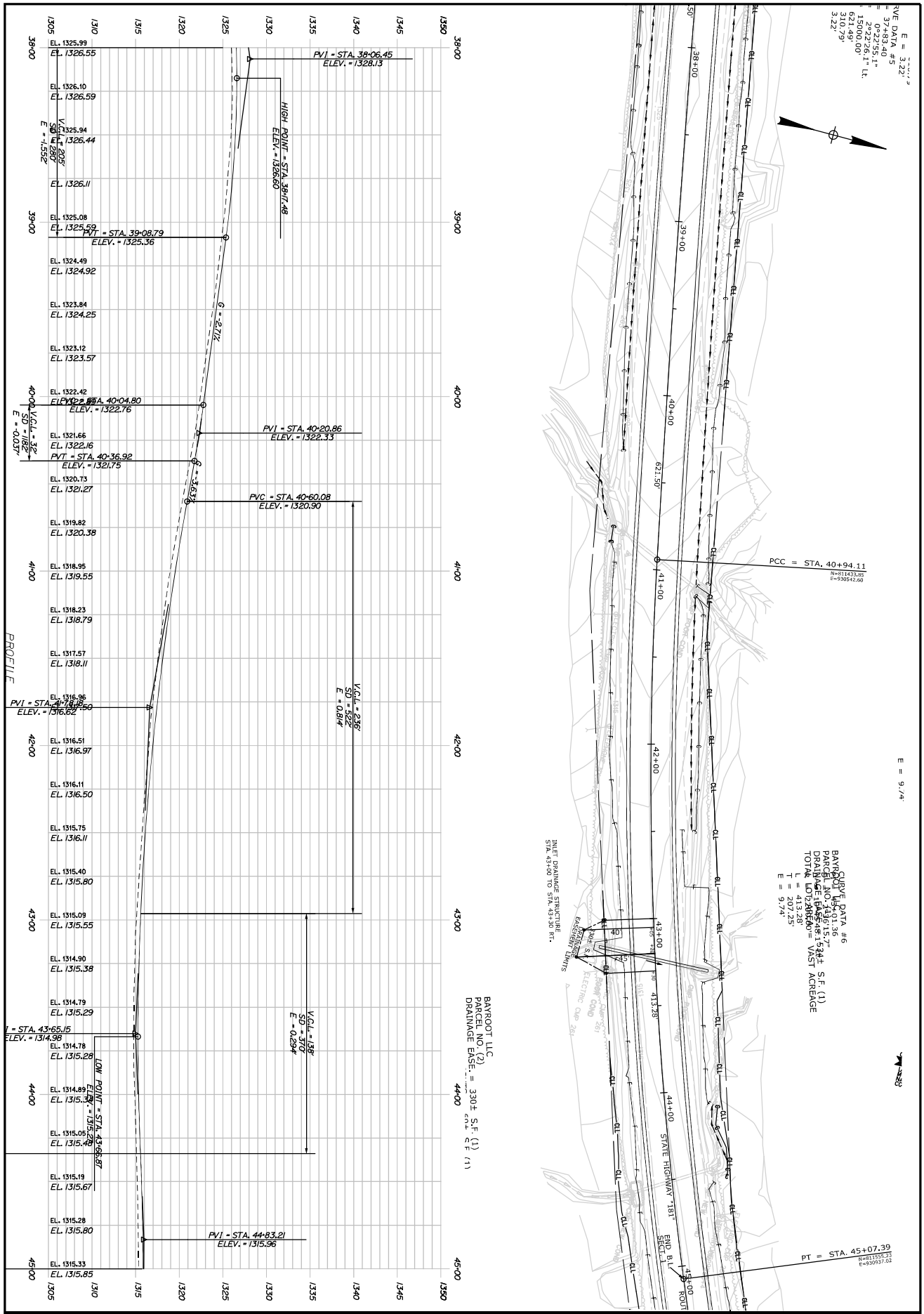


XC-978337 270+36.00

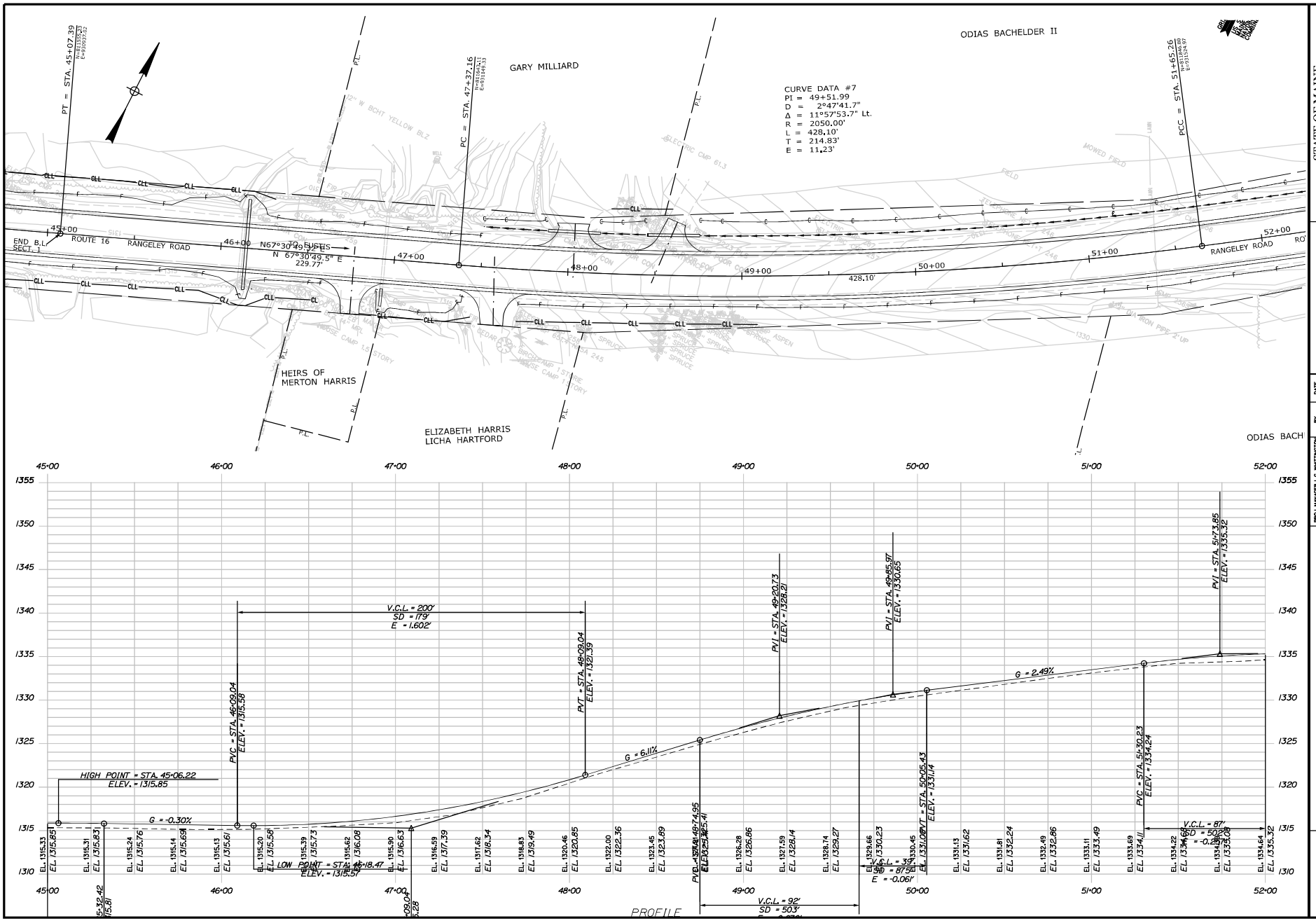


XC-1032883 SKEW 6° RIGHT 251+62.00

Filename: ...\HIGHWAY\MSTA\007_HDPLAN5.DGN Division: HIGHWAY Username: alicia.litchfield Date:1/31/2024



SHEET NUMBER 2 OF 475	LANG TWP. - EUSTIS ROUTE 16 PLANS	PROJ. MANAGER J. G. WHITTINGTON	STATE OF MAINE DEPARTMENT OF TRANSPORTATION
		DESIGN-DETAILED: L. KANDKO	026964.00
		CHECKED-REVIEWED:	SIGNATURE
		DESIGN2-DETAILED2: A. Litchfield	WIN 26964.00 HIGHWAY PLANS
		DESIGN3-DETAILED3:	P.E. NUMBER
		REVISIONS 1	DATE
		REVISIONS 2	
		REVISIONS 3	
		REVISIONS 4	
		FIELD CHANGES	



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

026964.00

WIN
26964.00

HIGHWAY PLANS

	BY	DATE
PROJ. MANAGER	L. G. WITTINGTON	
DESIGN-DETAILED1	L. KNOWLTON	
DESIGN-DETAILED2		
DESIGN2-DETAILED2	A. Litchfield	
DESIGN3-DETAILED3		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

SIGNATURE

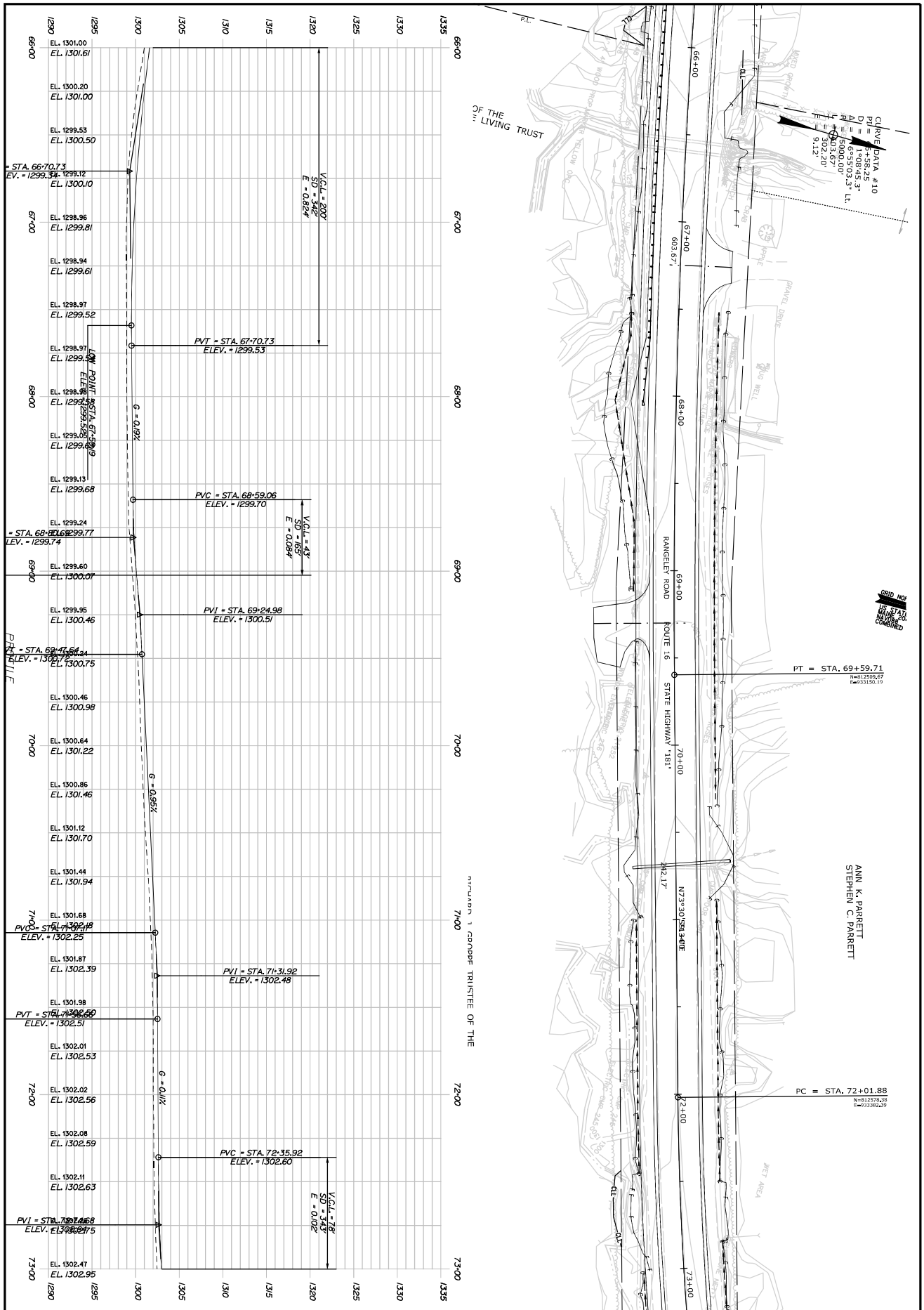
P.E. NUMBER

DATE

LANG TWP. - EUSTIS
ROUTE 16
PLANS

SHEET NUMBER
8
OF 475

Filename: ...\HIGHWAY\MSTA\008_HDPLAN6.DGN Division: HIGHWAY Username: dicia.fitchfield Date:1/31/2024



SHEET NUMBER 11 OF 475

LANG TWP. - EUSTIS
ROUTE 16

PLANS

PROJ. MANAGER J. G. WHITTINGTON		BY	DATE
DESIGN-DETAILED	L. KANDIKO		
CHECKED-REVIEWED			
DESIGN2-DETAILED2	A. Litchfield		
DESIGN3-DETAILED3			
REVISIONS 1			
REVISIONS 2			
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SIGNATURE

P.E. NUMBER

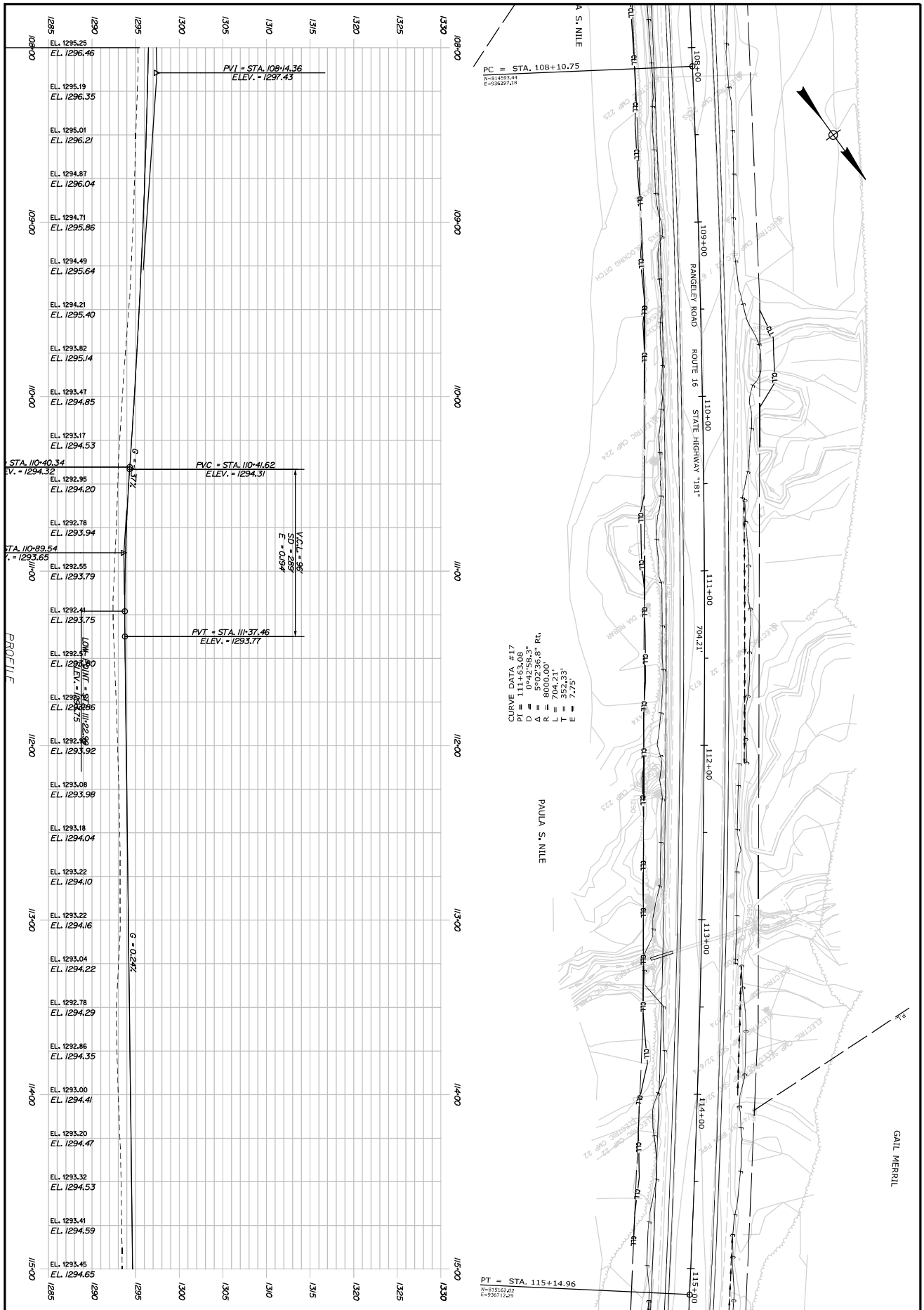
DATE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

026964.00

WIN
26964.00

HIGHWAY PLANS



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		CHECKED-REVIEWED	
		DESIGN2-DETAILED2	A. Litchfield
		DESIGN3-DETAILED3	
		REVISIONS 1	
		REVISIONS 2	
		REVISIONS 3	
		REVISIONS 4	
		FIELD CHANGES	

SIGNATURE

P.E. NUMBER

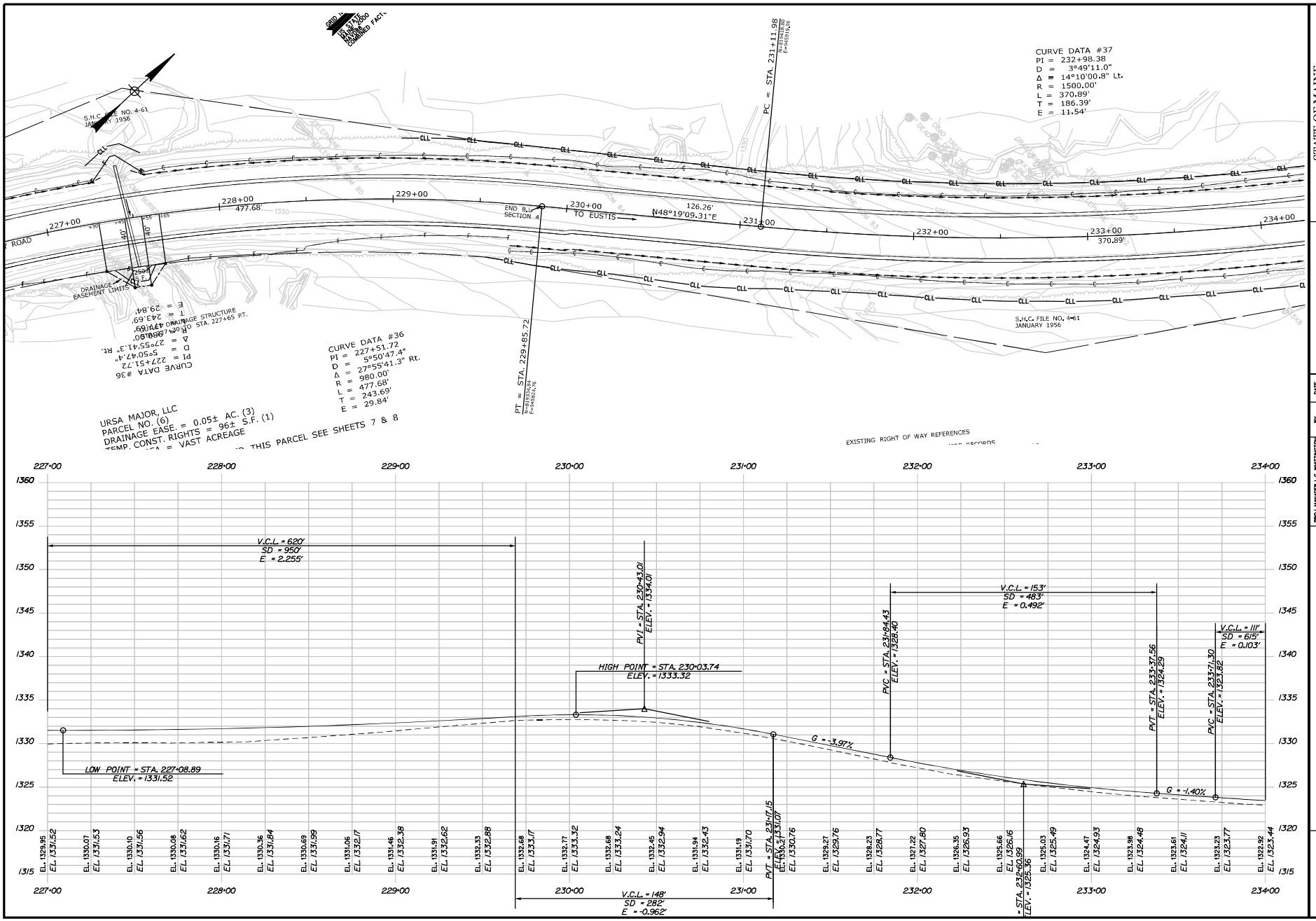
DATE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

026964.00

WIN
26964.00

HIGHWAY PLANS



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

026964.00

WIN
26964.00

HIGHWAY PLANS

PROJ. MANAGER/L.G. WHITTINGTON	BY	DATE	SIGNATURE
DESIGN-DETAILED1	L.T.ANDRO	-------	
DESIGN-DETAILED2	-------	-------	
DESIGN2-DETAILED2	A.Ulchifield	-------	P.E. NUMBER
DESIGN3-DETAILED3	-------	-------	
REVISIONS 1	-------	-------	
REVISIONS 2	-------	-------	
REVISIONS 3	-------	-------	DATE
REVISIONS 4	-------	-------	
FIELD CHANGES	-------	-------	

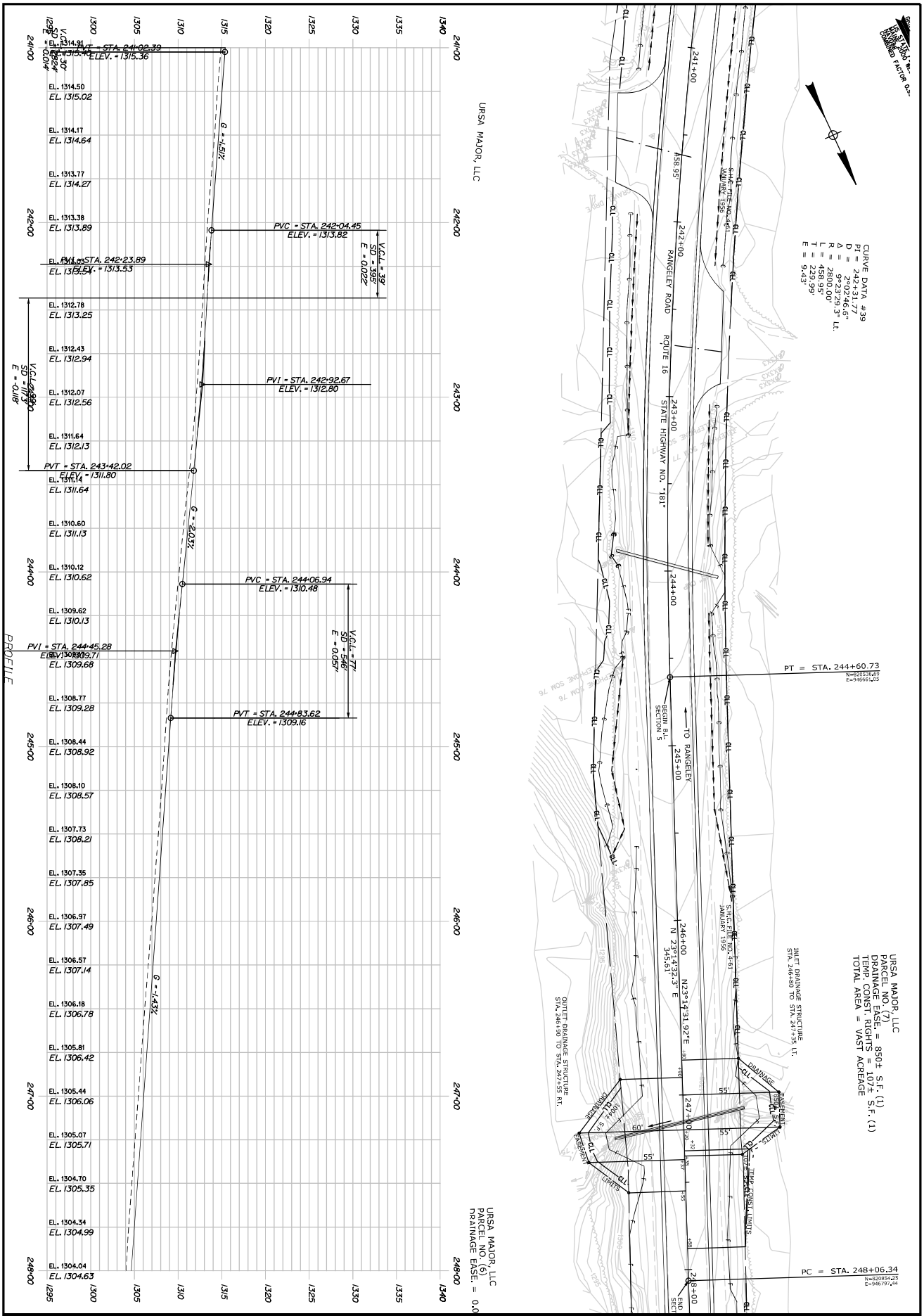
LANG TWP. - EUSTIS
ROUTE 16

PLANS

SHEET NUMBER
34
OF 475

Filename: ...\HIGHWAY\MSTA\034_HDPLAN32.DGN Username: dicia.fitchfield Date:1/31/2024 Division: HIGHWAY

Filename: ...\HIGHWAY\MSTA\036_HDPLAN34.DGN Division: HIGHWAY Username: alicia.litchfield Date:1/31/2024



PROJ. MANAGER J. G. WHITTINGTON	BY	DATE	
DESIGN-DETAILED	L. KANDIKO		
CHECKED-REVIEWED			SIGNATURE
DESIGN2-DETAILED2	A. Litchfield		
DESIGN3-DETAILED3			P.E. NUMBER
REVISIONS 1			
REVISIONS 2			DATE
REVISIONS 3			
REVISIONS 4			
FIELD CHANGES			

SHEET NUMBER 36 OF 475

LANG TWP. - EUSTIS
ROUTE 16

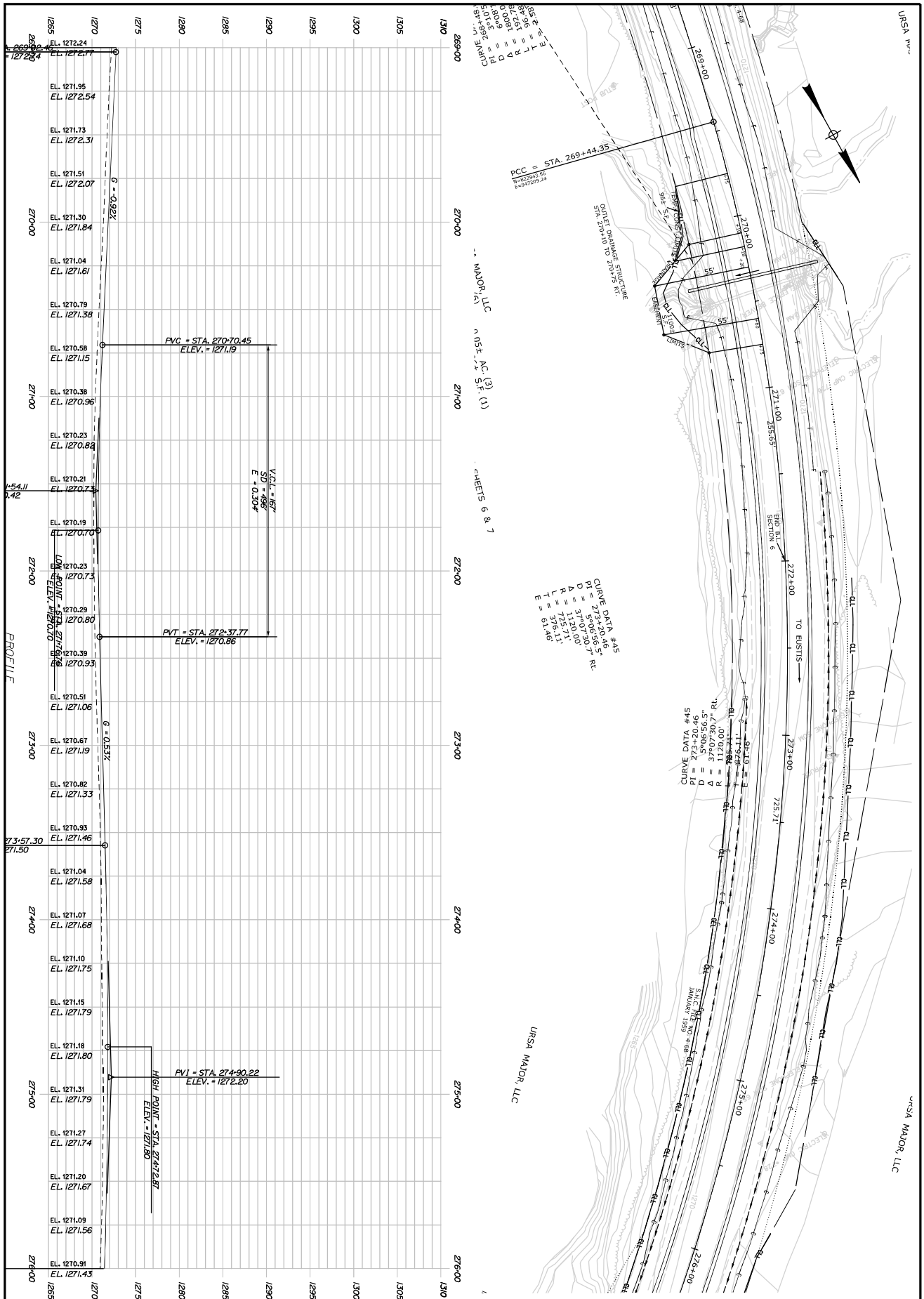
PLANS

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

026964.00

WIN 26964.00 HIGHWAY PLANS

Filename: ...\HIGHWAY\MSTA\037_HDPLA35.DGN Division: HIGHWAY Username: alicia.litchfield Date:1/31/2024



SHEET NUMBER 40 OF 475	LANG TWP. - EUSTIS ROUTE 16 PLANS	PROJ. MANAGER J. G. WHITTINGTON	STATE OF MAINE DEPARTMENT OF TRANSPORTATION
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		CHECKED-REVIEWED	SIGNATURE
		DESIGN2-DETAILED2: A. Litchfield	P.E. NUMBER
		DESIGN3-DETAILED3	DATE
		REVISIONS 1	WIN 26964.00 HIGHWAY PLANS
		REVISIONS 2	
		REVISIONS 3	
		REVISIONS 4	
		FIELD CHANGES	

US Army Corps of Engineers ®
New England District

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

COMPLIANCE CERTIFICATION FORM

Corps of Engineers Permit No: NAE-2024-00602

Name of Permittee: Maine Dept. of Transportation

Permit Issuance Date: March 28, 2024

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

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

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

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

_____	_____
Signature of Permittee	Date
_____	_____
Printed Name	Date of Work Completion
(_____) _____	(_____) _____
Telephone Number	Telephone Number

US Army Corps of Engineers ®
New England District

GENERAL PERMIT
WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

EMAIL TO: Richard.C.Kristoff@usace.army.mil

-or-

MAIL TO: Richard Kristoff
U.S. Army Corps of Engineers, Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

A Corps of Engineers Permit (No. NAE-2024-00602) was issued to the Maine Dept. of Transportation. The permit authorized the permittee to replace 10 existing culverts. The work will take place on RTE 16 where it crosses over an unnamed streams and wetlands in Lang Township and Coplin Plantation, Maine.

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

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

_____

_____

Business Address: _____

_____

_____

Telephone: (____) _____ (____) _____

Proposed Work Dates: Start: _____

Finish: _____

PERMITTEE'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR USE BY THE CORPS OF ENGINEERS

Project Manager: Kristoff Submittals Required: No

Inspection Recommendation: _____

DEPARTMENT OF THE ARMY
GERNERAL PERMITS FOR
THE STATE OF MAINE

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues 23 General Permits (GPs), listed below, for activities subject to Corps jurisdiction in waters of the United States within the boundaries of the State of Maine including tribal lands, and in adjacent ocean waters to the seaward limit of the outer continental shelf. These GPs are issued in accordance with Corps regulations at 33 CFR 320 – 332 and specifically 33 CFR 325.2(e)(2). These GPs will protect the aquatic environment and the public interest while effectively authorizing activities that have no more than minimal individual and cumulative adverse environmental effects.

This document contains the following sections:		Pages
I.	CORPS JURISDICTION	1
II.	GENERAL CRITERIA	2
III.	PROCEDURES	3 – 4
IV.	GENERAL CONDITIONS	5 – 19
V.	MAINE GENERAL PERMITS	20 – 35
VI.	SELF-VERIFICATION NOTIFICATION FORM	36
VII.	CONTENT OF A PRE-CONSTRUCTION NOTIFICATION	37 – 42
VIII.	AGENCY CONTACTS	43 – 45
IX.	DEFINITIONS	46 – 51

I. CORPS JURISDICTION

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

a. The construction of any structure in, over, or under any navigable water of the U.S. (see 33 CFR 328), the excavating or dredging from or depositing of material in such waters, or the accomplishment of any other work affecting the course, location, condition, or capacity of such waters. The Corps regulates these activities under Section 10 of the Rivers and Harbors Act of 1899 (see 33 CFR 322);

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

c. The transportation of dredged material for the purpose of disposal in the ocean. The Corps regulates these activities under Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (see 33 CFR 324).

2. Related laws: Section 408 of the Rivers and Harbors Act of 1899, Section 401 of the Clean Water Act, Section 402 of the Clean Water Act, Section 307(c) of the Coastal Zone Management Act of 1972, Section 106 of the National Historic Preservation Act of 1966, Section 7 of the Endangered Species Act, the Fish and Wildlife Coordination Act of 1956, the Magnuson-Stevens Fishery Conservation and Management Act, Section 302 of the Marine Protection, Research and Sanctuaries Act of 1972, and Section 7(a) of the Wild and Scenic Rivers Act.

II. GENERAL CRITERIA

1. In order for activities to qualify for these General Permits (GPs), they shall meet the GPs terms and eligibility criteria on pages 1-4, all applicable general conditions (GCs) in Section IV, and terms of the Maine General Permits in Section V. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

2. Under these GPs, activities may qualify for the following:

- **SELF-VERIFICATION (SV)**: Notification to the Corps is required at least two weeks before work commences; the Corps will acknowledge receipt and GP eligibility of the SV activity in writing.
- **PRE-CONSTRUCTION NOTIFICATION (PCN)**: Notification to and written verification from the Corps is required. *No work under PCN may proceed until written verification from the Corps is received.*

The thresholds for activities eligible for SV and PCN are defined in the general conditions in Section IV and Maine General Permits in Section V.

3. Prospective permittees shall review:

a. Section I to determine if the activity requires Corps authorization.

b. Sections III , IV, and V to determine if the activity is eligible for authorization under these GPs, and specifically whether it is eligible for SV, or whether a PCN is required.

4. Prospective permittees are encouraged to contact the Corps with questions at any time (U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330, ph. 207-623-8367). Pre-application meetings, whether arranged by the Corps or requested by a prospective permittee, are encouraged to facilitate the review of projects. Pre-application meetings and/or site visits help streamline the authorization process by alerting the prospective permittee to potentially time-consuming factors that are likely to arise during the evaluation of their project (e.g. avoidance, minimization and compensatory mitigation requirements, historic properties, endangered species, essential fish habitat, vernal pools, and dredging of contaminated sediments).

5. Permittees shall ensure compliance with all applicable GCs in Section IV and GPs in Section V. Non-compliance with these GPs and GCs may subject the permittee to criminal, civil, or administrative criminal penalties, and/or an ordered restoration, and/or the permit may be modified, suspended or revoked by the Corps.

III. PROCEDURES

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

In order for authorizations under these GPs to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals shall be obtained prior to the commencement of work in Corps jurisdiction:

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

2. How to Obtain/Apply for Corps Authorization.

a. **Self-Verification (SV)**: Prospective permittees shall confirm that the activity meets all the applicable terms and conditions of SV. Consultation with the Corps and/or other relevant federal and state agencies may be necessary to ensure compliance with the applicable general conditions (GCs) and related federal laws such as the National Historic Preservation Act (GC 15), the Endangered Species Act (GC 16), the Magnuson-Stevens Fishery Conservation and Management Act (GC 17), and the Wild and Scenic Rivers Act (GC 13). Activities that are eligible for SV are authorized under these GPs provided the prospective permittee has:

i. Confirmed that the activity meets all applicable terms and conditions of SV.

ii. Provided notifications to the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, or MHPC) and all five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs) listed in Section VIII before submitting the SV to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). Prospective permittees are not required to wait for a response to their notifications before submitting the SV to the Corps.

iii. At least two weeks before work is to commence, submitted to the Corps a Self-Verification Notification Form (SVNF, page 36) with all of the following attachments: location map, project plans, and an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (see GC 16).

NOTE: A copy of a state permit application form may be an acceptable surrogate for the SVNF itself; however, the applicant shall not rely on the state permitting agency to provide the Corps a copy of their state permit application.

b. **Pre-Construction Notification (PCN)**: Notification to, and written verification from the Corps is required. For activities that do not qualify for SV or where otherwise required by the terms and conditions of the GPs, the prospective permittee shall submit a PCN and obtain written verification from the Corps before starting work in Corps jurisdiction. The Corps will coordinate review of all PCN activities with other federal and state agencies, as appropriate. The Corps will attempt to issue written verification of the PCN within 60 days of receiving a complete application.

All prospective permittees for PCN activities shall follow the instructions on found on pages 37 – 42, and in particular:

i. Submit directly to the Corps application form *ENG Form 4345* (pages 40 – 42), or the surrogate state permit application form as noted above.

ii. Provide project information outlined on pages 37 – 42 (Content of a Pre-Construction Notification).
iii. Submit an Official Species List of federally threatened and endangered species that may occur in the activity's action area and the email address of the person who generated the list (GC 16).
iv. Provide notifications to the SHPO (MHPC) and all five THPOs in the State of Maine listed in Section VIII before submitting the PCN to the Corps in order to be reviewed for the presence of historic, archeological, architectural, or tribal resources in the action area that the activity may affect (see GC 15). The PCN shall include documentation that MHPC and all of the THPOs were notified (a copy of the prospective permittee's cover letter or emails to MHPC and the THPOs is acceptable). Prospective permittees are not required to wait for a response to their notifications before submitting a PCN to the Corps.

c. **Individual Permit (IP):** Projects that are not eligible for these GPs require an IP (33 CFR 325.5(b)) and prospective permittees shall submit an application directly to the Corps. These GPs do not affect the Corps IP review process or activities exempt from Corps regulation. For general information regarding IPs prospective permittees are encouraged to contact the Corps. ***In addition, the Corps retains discretionary authority on a case-by-case basis to elevate GP-eligible activities to an IP based on concerns for the aquatic environment or for any other factor of the public interest (33 CFR 320.4(a)). Whenever the Corps notifies a prospective permittee that an IP is required, no work in Corps jurisdiction may be conducted until the Corps issues the required authorization in writing indicating that the work may proceed.***

d. **Emergency Situations:** Contact the Corps immediately in the event of an emergency situation for information on the verification process. Emergency situations are limited to sudden, unexpected occurrences that could potentially result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process an application under standard procedures. Emergency work is subject to the same terms and conditions of these GPs as non-emergency work, and similarly, must qualify for authorization under these GPs; otherwise an IP is required. The Corps will work with all applicable agencies to expedite verification according to established procedures in emergency situations.

IV. GENERAL CONDITIONS

An activity is authorized under the General Permits (GPs) only if that activity and the permittee satisfy all of the applicable GPs terms and following general conditions (GCs):

1. Federal Jurisdiction.
2. Minimal Direct, Secondary and Cumulative Effects.
3. Other Permits.
4. Water Quality and Coastal Zone Management.
5. Fills Within 100-Year Floodplains.
6. Discretionary Authority.
7. Single and Complete Project.
8. Use of Multiple General Permits.
9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).
10. Corps Projects and Property.
11. Navigation.
12. National Lands.
13. Wild and Scenic Rivers.
14. St. John/St. Croix Rivers.
15. Historic Properties.
16. Federal Threatened and Endangered Species.
17. Essential Fish Habitat.
18. Aquatic Life Movements and Management of Water Flows.
19. Spawning, Breeding, and Migratory Areas.
20. Vernal Pools.
21. Restoration of Special Aquatic Sites (Including Wetland Areas).
22. Invasive and Other Unacceptable Species.
23. Soil Erosion, Sediment, and Turbidity Controls.
24. Time-of-Year Work Windows/Restrictions.
25. Pile Driving and Pile Removal in Navigable Waters.
26. Temporary Fill.
27. Heavy Equipment in Wetlands or Mudflats.
28. Bank and Shoreline Stabilization Including Living Shorelines.
29. Stream Work and Crossings, and Wetland Crossings.
30. Utility Line Installation and Removal.
31. Storage of Seasonal Structures.
32. Aquaculture.
33. Permit(s)/Authorization Letter On-Site.
34. Inspections.
35. Maintenance.
36. Federal Liability.
37. Property Rights.
38. Previously Authorized Activities.
39. Transfer of GP Verifications.
40. Modification, Suspension, and Revocation.
41. Special Conditions.
42. False or Incomplete Information.
43. Abandonment.
44. Enforcement Cases.
45. Duration of Authorization.

1. Federal Jurisdiction.

a. Applicability of these GPs shall be evaluated with reference to federal jurisdictional boundaries (e.g. mean high water mark, high tide line, ordinary high water mark, and wetland boundary). Activities shall be evaluated with reference to "waters of the U.S." under the Clean Water Act (33 CFR 328) and "navigable waters of the U.S." under Section 10 of the Rivers and Harbors Act of 1899 (33 CFR 329). Prospective permittees are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 – 229. These sections prescribe the policy, practice and procedures to be used in determining the extent of the Corps jurisdiction. Note: Waters of the U.S. includes all waters pursuant to 33 CFR 328.3(a), and in adjacent wetlands as that term is defined in 33 CFR 328.3(c).

b. Permittees shall identify on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, and other waters, such as lakes and ponds, and perennial and intermittent streams on the project site. Wetlands shall be delineated in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplement pertaining to the State of Maine. GP-eligible activities may utilize wetland determinations conducted by State of Maine staff in-lieu of a wetland delineation. For activities located in Essential Fish Habitat (GC 17), permittees shall also identify on project plans natural rocky habitats and shellfish areas in order to satisfy the Magnuson-Stevens Fishery Conservation and Management Act.

2. Minimal Direct, Secondary and Cumulative Effects. To be eligible and subsequently authorized by these GPs, an activity shall result in no more than minimal individual and cumulative effects on the aquatic environment as determined by the Corps in accordance with the criteria listed within these GPs and GCs. This may require project modifications involving avoidance, minimization, or compensatory mitigation for unavoidable impacts to ensure that the net adverse effects of an activity are no more than minimal.

3. Other Permits. Permittees shall obtain other Federal, State, or local authorizations as required by law. Permittees are responsible for applying for and obtaining all required State of Maine or local approvals including a Flood Hazard Development Permit issued by the town/city. Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, may still be eligible for authorization under these GPs.

4. Water Quality and Coastal Zone Management.

a. Permittees shall satisfy any conditions imposed by the State of Maine and EPA, where applicable, in their Clean Water Act Section 401 Water Quality Certification (WQC) for these GPs, or in any Individual Section 401 WQC. See Section VIII for state-specific contact info and to determine if any action is required to obtain a 401 WQC. The Corps may require additional water quality management measures to ensure that the authorized activity does not cause or contribute to a violation of water quality standards. All projects authorized by these GPs shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

b. Permittees shall satisfy any additional conditions imposed by the State of Maine in their Coastal Zone Management (CZM) Act of 1972 consistency concurrences for these GPs, or in any Individual CZM consistency concurrences. The Corps may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

5. Fills Within 100-Year Floodplains. The activity shall comply with applicable Federal Emergency Management Agency (FEMA) approved State of Maine or municipal floodplain management requirements. Permittees should contact FEMA and/or the State of Maine Floodplain Management Program regarding floodplain management requirements (see Section VIII for Federal and state-specific contact info).

6. Discretionary Authority. Notwithstanding compliance with the terms and conditions of these GPs, the Corps retains discretionary authority to require a PCN or IP review based on concerns for the aquatic environment or for any other factor of the public interest (see 33 CFR 320.4(a)). This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant a higher level of review based on the concerns stated above. This authority may be invoked for projects that may contribute to cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project.

7. Single and Complete Project. The term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. These GPs shall not be used for piecemeal work and shall be applied to single and complete projects and as such, the same GP shall not be used more than once for the same single and complete project.

a. For non-linear projects, a single and complete project shall have independent utility. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

b. Unless the Corps determines the activity has independent utility, all components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project. If any component of a single and complete project requires a PCN, the entire single and complete project shall be reviewed under PCN.

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

8. Use of Multiple General Permits. The use of more than one GP for a single and complete project is prohibited, except when the acreage loss of waters of the U.S. authorized by the GPs does not exceed the acreage limit of the GPs with the highest specified acreage limit. For example, if a road crossing over waters is constructed under GP 10, with an associated utility line crossing authorized by GP 9, if the maximum acreage loss of waters of the U.S. for the total project is ≥3 acres it shall be evaluated as an IP.

9. Mitigation (Avoidance, Minimization, and Compensatory Mitigation).

a. Activities shall be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S. to the maximum extent practicable to ensure that adverse effects to the aquatic environment are no more than minimal.

b. Compensatory mitigation for unavoidable impacts to waters of the U.S., including direct, secondary and temporal loss, will generally be required for permanent impacts that exceed the SV limits (SV limits are detailed in Section V), and may be required for temporary impacts that exceed the SV limits, to offset unavoidable impacts which remain after all appropriate and practicable avoidance and minimization has been achieved and to ensure that the adverse effects to the aquatic environment are no more than minimal. Proactive restoration projects or temporary impact work with no secondary effects may generally be excluded from this requirement.

c. Mitigation proposals shall follow the guidelines found in the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule April 10, 2008; 33 CFR 332 (which can be found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* under "Compensatory Mitigation for Losses of Aquatic Resources, 33 CFR 332 (Compensatory Mitigation Rule)") and any other regulation. Permittees considering the use of a monetary payment *in-lieu* of permittee-responsible mitigation as compensation for unavoidable impacts to waters of the U.S. in the State of Maine may utilize the Maine Natural Resources Conservation Program (MNRCP). Information regarding this compensatory program can be found at: *www.mnrcp.org* For unavoidable jurisdictional impacts affecting federally-endangered Atlantic salmon and/or its critical habitat, permittees may be required to compensate for the impacts by utilizing the Maine Atlantic Salmon Restoration and Conservation Program. Information regarding this *in-lieu-fee* compensatory program can be found at: *www.maine.gov/dmr/science-research/searun/programs/ilffacts.html*

10. Corps Projects and Property.

a. Corps projects and property can be found at: *www.nae.usace.army.mil/Missions/Civil-Works*

b. In addition to any authorization under these GPs, prospective permittees shall contact the Corps Real Estate Division at (978) 318-8585 for work occurring on or potentially affecting Corps properties and/or Corps-controlled easements to initiate reviews and determine what real estate instruments are necessary to perform work. Permittees may not commence work on Corps properties and/or Corps-controlled easements until they

have received any required Corps real estate documents evidencing site-specific permission to work.

c. Any proposed temporary or permanent modification or use of a Federal project (including but not limited to a levee, dike, floodwall, channel, anchorage, breakwater, seawall, bulkhead, jetty, wharf, pier, or other work built or maintained but not necessarily owned by the United States), which may obstruct or impair the usefulness of the Federal project in any manner, is not eligible for SV and requires review and approval by the Corps pursuant to 33 USC 408 (Section 408).

d. A PCN is required for all work in, over, under, or within a distance of three times the authorized depth of a Corps Federal Navigation Project (FNP) and may require permission under Section 408.

e. Any structure or work that extends closer to the horizontal limits of any FNP than a distance of three times the project's authorized depth shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.

f. Where a Section 408 permission is applicable, written verification for the PCN will not be issued prior to the decision on the Section 408 permission request.

11. Navigation

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

b. Work in, over, under, or within a distance of three times the authorized depth of an FNP shall specifically comply with GC 10.

c. Any safety lights and/or signals prescribed by the U.S. Coast Guard, State of Maine or municipality, through regulations or otherwise, shall be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the U.S.

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

12. National Lands. Activities that impinge upon the value of any National Lands or Federal Properties including but not limited to a National Wildlife Refuge, National Forest, or any area administered by the National Park Service , U.S. Fish and Wildlife Service or U.S. Forest Service are not eligible for SV and require PCN.

13. Wild and Scenic Rivers.

a. The following activities in designated rivers of the National Wild and Scenic River (NWSR) System, or in a river designated by Congress as a "study river" for possible inclusion in the system, require a PCN unless the National Park Service has determined in writing to the prospective permittee that the proposed work will not adversely affect the NWSR designation or study status:

i. Activities that occur in NWSR segments, in and 0.25 miles up or downstream of NWSR segments, or in tributaries within 0.25 miles of NWSR segments.

ii. Activities that occur in wetlands within 0.25 miles of NWSR segments.

iii. Activities that have the potential to alter free-flowing characteristics in NWSR segments.

b. As of October 14, 2020, National Wild and Scenic Rivers and congressional study rivers in Maine include: the Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 92.5 miles); and 11.25 miles of the York River, in the State of Maine, from its headwaters at York Pond to the mouth of the river at York Harbor, plus tributaries (the York River is currently under study).

14. St. John/St. Croix Rivers. A PCN is required for any work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. In addition, a PCN is required if any temporary or permanent use, obstruction or diversion of international boundary waters could affect the natural flow or levels of waters on the Canadian side of the line; or if any construction or maintenance of remedial works,

protective works, dams, or other obstructions in waters downstream from boundary waters could raise the natural level of water on the Canadian side of the boundary.

15. Historic Properties.

a. No undertaking shall cause effects (as defined at 33 CFR 325 Appendix C and 36 CFR 800) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unknown historic properties within the permit area, unless the Corps or another federal action agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act (NHPA). The majority of historic properties are not listed on the National Register of Historic Places and may require identification and evaluation by qualified historic preservation and/or archeological consultants in coordination with the Corps and the State Historic Preservation Officer (SHPO) (the SHPO in the State of Maine is the Maine Historic Preservation Commission, MHPC) and/or the five federally-recognized tribes in the State of Maine (Tribal Historic Preservation Officers, or THPOs). The MHPC, the THPOs, and the National Register of Historic Places can assist with locating information on:

i. Previously identified historic properties; and

ii. Areas with potential for the presence of historic resources, which may require identification and evaluation by qualified historic preservation and/or archaeological consultants in consultation with the Corps and MHPC and/or the THPO(s).

b. For activities eligible for these GPs, permittees shall ensure that the activity will not cause effects as stated above in 15(a). In order to comply with this condition, both SV and PCN prospective permittees shall notify MHPC and all five THPOs for their identification of historic properties. MHPC and the THPOs will generally respond within 30 days of receiving the notification if they believe that the activity may have an adverse effect to historic properties. A PCN is required if an activity may have an adverse effect to historic properties. The PCN shall be submitted as soon as possible if a proposed activity may cause effects as stated above in 15(a) a to ensure that the Corps is aware of any potential effects of the proposed activity on any historic property to ensure all Section 106 requirements are met.

c. All PCNs shall:

i. Show notification to MHPC and all five THPOs for their identification of historic properties;

ii. State which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties; and

iii. Include any available documentation from MHPC or the THPO(s) indicating that there are or are not historic properties affected.

d. The requirements to comply with Section 106 of the NHPA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at *www.nae.usace.army.mil/Missions/Regulatory*

e. If the permittee discovers any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by these permits, the permittee shall immediately notify the district engineer of what was found, and avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

f. Federal agencies should follow their own procedures for complying with the requirements of Section 106 of the NHPA. Federal permittees shall provide the Corps with the appropriate documentation to demonstrate compliance with those requirements.

g. Federal and non-federal applicants should coordinate with the Corps before conducting any onsite archeological work (reconnaissance, surveys, recovery, etc.) requested by MHPC or the THPOs, as the Corps will determine the Permit Area for the consideration of historic properties based on 33 CFR 325 Appendix C. This is to ensure that work done is in accordance with Corps requirements.

16. Federal Threatened and Endangered Species.

a. No activity is authorized by these GPs which:

i. Is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat or proposed critical habitat of such species;

ii. "May affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed;

iii. Is "likely to adversely affect" a listed species or critical habitat unless Section 7 consultation has been completed by the Corps or another lead action agency in coordination with the Corps under the provisions of a Programmatic Agreement (PA) or Programmatic Consultation (PC); or

iv. Violates the ESA.

b. All prospective permittees shall attach to their SVNF or PCN an Official Species List obtained from the U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) found at: *https://ecos.fws.gov/ipac* and provide the email address of the person who generated the list.

c. For proposed activities in tidal waters, prospective permittees should also refer to the National Oceanic and Atmospheric Administration (NOAA) Fisheries' Section 7 Mapper for federally-listed species found at: *https://noaa.maps.arcgis.com/apps/webappviewer/index.html*

d. A PCN is required if a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all hereinafter referred to as "listed species or habitat"), as identified under the ESA, may be affected by the proposed work. An activity may remain eligible for SV if the only listed species affected is the northern long-eared bat (*Myotis septrionalis*), and only after Section 7 consultation has been completed by the Corps under the 4(d) Rule Streamlined Consultation.

e. Federal agencies shall follow their own procedures for complying with the requirements of the ESA while ensuring that the Corps and any other federal action agencies are included in the consultation process.

f. Non-federal representatives designated by the Corps to conduct informal consultation or prepare a biological assessment shall follow the requirements in the designation document(s) and the ESA. Non-federal representatives shall also provide the Corps with the appropriate documentation to demonstrate compliance with those requirements. The Corps will review the documentation and determine whether it is sufficient to address ESA compliance for the GP activity, or whether additional ESA consultation is necessary.

g. The requirements to comply with Section 7 of the ESA may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

17. Essential Fish Habitat (EFH).

a. PCN activities in tidal waters and the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall be reviewed for the potential to adversely affect EFH (activities meeting SV criteria have been determined to result in no more than minimal adverse effects to EFH and therefore need no additional review):

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

b. Prospective permittees may be required to describe and identify potential adverse effects to EFH and should refer to the NOAA Fisheries' EFH Mapper found at: *www.fisheries.noaa.gov/resource/map/essential-fish-habitat-mapper*

c. The requirements to comply with the Magnuson-Stevens Fishery Conservation and Management Act may be satisfied by a Programmatic Agreement (PA) or Programmatic Consultation (PC) with the Corps, New England District or another federal agency. New England District PAs and PCs are found at: *www.nae.usace.army.mil/Missions/Regulatory*

18. Aquatic Life Movements and Management of Water Flows.

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

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

ii. Properly aligned and constructed to prevent bank erosion or streambed scour both adjacent to and inside the crossing.

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

c. For work in tidal waters, in-stream controls (e.g. cofferdams) should be installed in such a way as to not obstruct fish passage.

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

e. Activities that temporarily or permanently adversely impact upstream or downstream flood conditions require a PCN.

19. Spawning, Breeding, and Migratory Areas.

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

b. Jurisdictional activities in waters of the U.S. that provide value as breeding areas for migratory birds must be avoided to the maximum extent practicable. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the U.S. Fish and Wildlife's Maine Field Office (see Section VIII for contact info) to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Vernal Pools.

a. A PCN is required if a discharge of dredged or fill material is proposed within a vernal pool depression located within waters of the U.S.

b. GC 20(a) above does not apply to projects that are within a municipality that meets the provisions of a Corps-approved vernal pool Special Area Management Plan (SAMP) and are otherwise eligible for SV, and the applicant meets the requirements to utilize the vernal pool SAMP.

21. Restoration of Special Aquatic Sites (Including Wetland Areas).

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

b. The introduction or spread of invasive plant species in disturbed areas shall be controlled. If construction mats are to be used in areas of invasive plant species, they shall be thoroughly cleaned before re-use.

c. Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation. Original condition means protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are

approximately the same, unless otherwise authorized. Restoration shall typically commence no later than the completion of construction.

d. Upon completion of construction, all areas of authorized disturbed wetland area shall be stabilized with a wetland seed mix containing only plant species native to New England and shall not contain any species listed in the "Invasive and Other Unacceptable Plant Species" Appendix K in the "New England District Compensatory Mitigation Guidance" found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation*

22. Invasive and Other Unacceptable Species.

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

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

c. For the purposes of these GPs, plant species that are considered invasive and unacceptable are provided in Appendix K "Invasive and Other Unacceptable Plant Species" of the most recent "New England District Compensatory Mitigation Guidance" and is found at: *www.nae.usace.army.mil/Missions/Regulatory/Mitigation* The June 2009 "U.S. Army Corps of Engineers Invasive Species Policy" provides policy, goals and objectives and is located at *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species* If an Invasive Species Control/Management Plan has been prepared it should be included with any SV or PCN.

23. Soil Erosion, Sediment, and Turbidity Controls.

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

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

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

24. Time-of-Year Work (TOY) Windows/Restrictions. In-water work shall be conducted during the following TOY work windows (work allowed) under SV and any in-water work proposed during the following TOY restrictions (no work) shall be reviewed under PCN (and shall contain written justification for deviation from the work allowed windows). The term "in-water work" does not include conditions where the work site is "in-the-dry" (e.g. intertidal areas exposed at low tide). The term also does not include work contained in a cofferdam so long as the cofferdam was installed and subsequently removed within the work allowed window.

	TOY Restriction (***no work***)	TOY Work Window (***work allowed***)
Non-tidal waters	Oct. 1st to Jul. 14th	Jul. 15th to Sep. 30th
Tidal waters	Apr. 10th to Nov. 7th	Nov. 8th to Apr. 9th

Alternate work windows proposed under PCN will generally be coordinated with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, Maine Department of Inland Fisheries and Wildlife, and/or Maine Department of Marine Resources and resulting written verifications may include species-specific work allowed windows.

25. Pile Driving and Pile Removal in Navigable Waters.

a. Derelict, degraded, or abandoned piles and sheet piles in the project area shall be removed in their entirety as practicable and properly disposed of in an upland location and not in wetlands. In areas of fine-grained substrates, piles/sheets shall be removed by direct, vibratory, or clamshell pull method in order to minimize potential turbidity and sedimentation impacts. If removal is not practicable, said piles/sheets shall be cut off or driven to a depth of at least one foot below substrate.

b. Work involving pile installation and/or removal should adhere to one of the five methods below:

i. "In-the-dry", or

ii. In-water between Nov. 8th to Apr. 9th, or

iii. Drilled and pinned to ledge, or

iv. Vibratory hammers used to install any size and quantity of wood, concrete, or steel, or impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any diameter, concrete piles ≤18-inches diameter, steel piles ≤12-inches diameter if: (1) the hammer is ≤3,000 pounds and a wood cushion or equivalent is used between the hammer and steel pile, or (2) a soft start is used. Soft starts require an initial set of three strikes from the impact hammer at 40% energy, followed by a 1-minute waiting period between subsequent three-strike sets. The soft-start procedure shall be conducted any time hammering ceases for more than 30 minutes.

26. Temporary Fill.

a. Temporary fills, including but not limited to construction mats and corduroy roads shall be entirely removed as soon as they are no longer needed to construct the authorized work. Temporary fill shall be placed in its original location or disposed of at an upland site and suitably contained to prevent its subsequent erosion into waters of the U.S.

b. All temporary fill and disturbed soils shall be stabilized to prevent its eroding into waters of the U.S. where it is not authorized. Work shall include phased or staged development to ensure only areas under active development are exposed and to allow for stabilization practices as soon as practicable. Temporary fill shall be placed in a manner that will prevent it from being eroded by expected high flows.

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

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

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

27. **Heavy Equipment in Wetlands or Mudflats.** Operating heavy equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and to the maximum extent practicable such equipment shall not be stored, maintained or repaired in wetlands. Where construction requires heavy equipment operation in wetlands, the equipment shall: a) have low ground pressure (typically <3 psi); b) be placed on swamp/construction/timber mats (herein referred to as "mats") that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation; or c) be operated on adequately dry or frozen wetlands such that shear pressure does not cause subsidence of the wetlands immediately beneath equipment and upheaval of adjacent wetlands. Mats are to be placed in the wetland from the upland or from equipment positioned on mats if already working within a wetland. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization. Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen or dry conditions. Construction mats should be managed in accordance with construction mat best management practices (BMPs) found at:
www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit

28. Bank and Shoreline Stabilization Including Living Shorelines.

a. Projects involving construction of or repair, replacement, and maintenance of bank or shoreline stabilization structures including living shorelines within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

b. Prospective permittees shall design and construct these stabilization projects using this sequential avoidance and minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, living shorelines, stone-sloped surfaces, and walls/bulkheads. New vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated. Prospective permittees proposing new vertical walls/bulkheads shall provide written justification demonstrating why other methods of stabilization are not practicable and how the surrounding area would be affected by the resulting reflected wave energy.

Additional conditions to meet SV eligibility criteria for *non-tidal* bank and shoreline stabilization activities:

a. Fill shall be ≤500 linear feet in total length as measured below the plane of the ordinary high water mark (OHWM), includes total if more than one stream bank.
b. Fill placed below the plane of the OHWM shall be ≤1 cubic yard per linear foot.
c. Fill shall not be angled steeper than 1H:1V.
d. No discharge of fill in special aquatic sites other than wetlands.
e. Stone revetment shall be comprised of angular material.
f. No material shall be of the type, or placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.
g. No material shall be placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas).
h. The activity shall not be a stream channelization activity.

Additional conditions to meet SV eligibility criteria for *tidal* bank and shoreline stabilization activities:

a. All in-water work shall be conducted "in-the-dry".
b. Fill shall be ≤500 linear feet in total length as measured below the plane of the high tide line (HTL) and shall be ≤200 linear feet in total length as measured below the plane of the mean high water mark (MHWM), includes total for more than one bank. Vertical structures shall be ≤200 linear feet in total length as measured below the plane of the MHWM and shall be ≤18 inches waterward of the existing vertical face.
c. Fill placed below the plane of the HTL shall be ≤1 cubic yard per linear foot.
d. Stone revetment shall be comprised of angular material.
e. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet).
f. No structures/fill shall be steeper than 1H:1V.
g. No new groins, breakwaters, or jetties.

29. Stream Work and Crossings, and Wetland Crossings.

a. A PCN is required for all new and replacement crossings in navigable waters.

b. In order to effectively size and configure crossings in navigable waters, new and replacement crossings shall consider factors including but not limited to: local tidal elevations over the range of tidal heights, basin topography and bathymetry, existing and proposed road elevations. Flood risk tolerance, conditions of habitat and natural community types present, and sea level rise during the useful life of the crossing.

c. A PCN is required for activities that result in unavoidable impacts to wetlands in excess of SV thresholds.

d. In-stream work and crossings and wetland crossings shall adhere to all applicable GCs including but not limited to:

i. GC 16 (Federally Threatened and Endangered Species)
ii. GC 17 (Essential Fish Habitat)
iii. GC 18 (Aquatic Life Movements and Management of Water Flows)

iv. GC 23 (Soil Erosion, Sediment and Turbidity Controls)
v. GC 24 (Time-of-Year Work Windows/Restrictions)
vi. GC 26 (Temporary Fill)
vii. GC 28 (Bank Stabilization)

e. Slip Lining. Work resulting in a decreased width, height, or diameter of an existing crossing (e.g. slip lining and invert lining) is discouraged and requires PCN. Written justification shall be provided for this activity.

f. Culvert Extensions. A PCN is required for any extension to an existing culvert.

g. Scour protection or armoring of the inlet and/or outlet of a crossing shall not disrupt normal flow patterns or substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area (see GC 18).

h. The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit to facilitate aquatic life passage as stated in GC 18. Culverts that develop "hanging" inlets or outlets, result in bed washout, or a stream that doesn't match the characteristics of the substrate in the natural stream channel such as mobility, slope, stability confinement will require maintenance or repair to comply with this GC (this does not apply to temporary stream crossings).

Additional conditions to meet SV eligibility criteria for Stream Work and Crossings:

a. Crossings shall be designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, Habitat Connectivity Design.
b. Crossings shall be designed to be at least 1.2 times bankfull width. Any footings, abutments, and/or abutment armoring shall also be at least 1.2 times bankfull width.
c. Crossings shall have a natural bottom substrate under or within the structure matching the characteristics of the substrate in the natural stream channel. Crossings shall be designed and constructed with appropriate streambed forms and streambed characteristics so that water depths and velocities are comparable to those found in the adjacent natural channel at a variety of flows.
d. Crossings shall include a bank on both sides of the stream matching the horizontal profile of the existing stream and banks in order to allow terrestrial passage for wildlife and to prevent undermining of the footings as applicable.
e. Closed bottom culverts shall be embedded at least 25 percent of the maximum height of the culvert.
f. No unconfined fill or excavation in flowing waters is allowed. In-stream construction work shall be conducted "in-the-dry" under no-flow conditions or by using cofferdams, temporary flume pipes, culverts, etc. Downstream flows shall be maintained during in-stream construction. It is recommended that project plans include pertinent details for working in-the-dry and maintaining downstream flows.
g. Conditions (a) thru (e) immediately above do not apply to temporary stream crossings; however, in addition to conditions (f) immediately above, temporary stream crossings shall adhere to the following:
    i. Be placed on geotextile fabric or other material where practicable to ensure restoration to the original grade. Soil may not be used to construct or stabilize these structures and rock shall be large enough to allow for easy removal without disrupting the streambed.
    ii. Be designed and maintained to withstand and pass high flows. Water height shall be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts shall be aligned to prevent bank erosion or streambed scour.
    iii. Be equipped with energy dissipating devices installed downstream if necessary to prevent scour.
    iv. Be designed and maintained to prevent soil from entering the waterbody.
    v. Be removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using the methods in (a) above.

PCN Conditions for Stream Work and Crossings:

a. Crossings are recommended to meet the conditions for SV; written justification shall be provided for any deviation from SV conditions.

b. Crossings shall be designed using the least intrusive and environmentally damaging method following this sequential minimization process: 1) spans with no stream impacts, 2) spans with stream impacts, and 3) embedded culverts with Stream Simulation, Stream Smart, or Habitat Connectivity.

Additional Conditions for Wetland Crossings:

a. New and replacement wetland crossings that are permanent shall be constructed in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. Crossing structures commonly include but are not limited to spans and culverts. To meet this condition, spans or culverts should be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level. Closed bottom culverts should be embedded at least 6 inches and should have a natural bottom substrate within the structure. Alternative crossing designs that preserve wetland hydraulic and ecological connectivity (e.g. "rock sandwiches) may also be considered.

b. Any work that results in flooding, or impacts to wetland drainage from the upgradient side of the wetland crossing does not qualify for SV.

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

30. Utility Line Installation and Removal.

a. Utility lines in jurisdictional waters should be installed subsurface and shall be maintained in such a way so that they remain subsurface. If it is necessary to discharge dredged or filled material to keep such utility lines buried or restore them to their original subsurface condition, a PCN and written verification from the Corps may be required (e.g., in the case of side casting into wetlands from utility trenches).

b. For subsurface utility lines the bottom and side slope cover associated with the initial installation under Federal Navigation Projects (FNPs) is a technical determination. The depth requirement varies based on geotechnical (composition of bottom materials and layering), hydraulic (current, or wave induced scour depth), navigation (propeller induced scour depth and ships' anchor penetration), maintenance dredging (penetration of barge spuds), construction factors (energy from blasting potentially transmitted to utility crossings), physical conditions (exposed open water conditions or sheltered/harbor conditions), and the proposed location of the utility crossing within any FNP or within navigable waters, including areas dredged by others. On a case-by-case basis, the Corps will determine the depth and cover requirements for each proposed utility crossing. Additional conditions to the GP will be attached to address pre and post installation requirements. In waterways that do not have existing FNPs, this depth should be taken as two feet below the existing bottom or maximum depth of proposed dredging, as applicable.

c. Aerial utility lines crossing navigable waters require PCN and shall meet minimum clearances per 33 CFR 322.5(i).

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

e. For new installations within waters of the U.S., any abandoned or inactive utility lines should be removed and faulty lines (e.g., leaking hazardous substances, petroleum products, etc.) shall be removed or repaired to the extent practicable. A PCN is required if they are to remain in place, e.g., to protect sensitive areas or ensure safety.

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

g. Trenches should be backfilled with native sediment immediately after completion of work.

h. Pre-construction elevations should be re-established. Any additional material needed to accomplish this should be of consistent type and grain-size as the existing substrate sediment.

i. Utility line activities in non-tidal waters adjacent to special aquatic sites, and all work in tidal waters should utilize horizontal directional drilling as practicable.

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

32. Aquaculture. Activities involving the cultivation of Atlantic salmon and other salmonids, or other federally-listed threatened or endangered species are not eligible for authorization under these GPs. All other aquaculture activities shall adhere to all applicable GCs including but not limited to:

a. GC 3 (Other Permits) In particular, permittees shall maintain a current State of Maine Department of Marine Resources lease or license.
b. GC 10 (Corps Projects and Property)
c. GC 11 (Navigation)
d. GC 16 (Federal Threatened and Endangered Species)
e. GC 17 (Essential Fish Habitat)
f. GC 18 (Aquatic Life Movements and Management of Water Flows)
g. GC 31 (Storage of Seasonal Structures)

Additional conditions to meet SV eligibility criteria for Tidal Aquaculture:

a. Shall not exceed 400 square feet in area.
b. Shall receive signed approval from Harbormaster or appropriate Town Official.
c. Shall not include enclosures or impoundments.
d. Shall not be located in or within a distance of three times the authorized depth of a FNP.
e. Shall not be located in or impinge upon the value of National Lands and Federal Properties including but not limited to National Parks and National Wildlife Refuges.
f. Shall not impact special aquatic sites (SAS, incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitats are ≤100 square feet, and impacts to intertidal and shellfish areas are ≤1,000 square feet.
g. No structures, cages, gear, or shell hash shall be located in/within 25 feet of SAV.
h. All gear, except for mooring tackle, when not in use on the site shall be stored in an upland location above the mean high water mark and not on wetland (incl. salt marsh).

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

34. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is eligible for authorization under these GPs, is being, or has been performed in accordance with the terms and conditions of these GPs. To facilitate these inspections, the permittee shall

complete and return to the Corps the Work-Start Notification Form and the Compliance Certification Form when either is provided with an authorization letter. The Corps may also require post-construction engineering drawings and/or photographs for completed work or post-dredging survey drawings for any dredging work to verify compliance.

35. Maintenance. The permittee shall maintain the activity authorized by these GPs in good condition and in conformance with the terms and condition of these permits. This does not include maintenance dredging, related disposal, or beach nourishment projects, which are subject to review thresholds for GP 5 on page 30, unless specified in written authorization from the Corps.

36. Federal Liability. In issuing these permits, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes;

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the U.S. in the public interest;

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit;

d. Design or construction deficiencies associated with the permitted work; or

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

37. Property Rights. Per 33 CFR 320.4(g)(6), these GPs do not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations.

38. Previously Authorized Activities.

a. Projects that received prior authorization from the Corps (via Category 1 or 2) and that completed authorized work under the previous nationwide permits, programmatic permits, regional general permits or letters of permission, shall remain authorized in accordance with the original terms and conditions of those authorizations, including their terms, general conditions, expiration date, and any special conditions provided in a written verification.

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

c. Any work not commenced, not under contract to commence, nor completed that was originally authorized by the Corps under the GP in effect between October 13, 2015 and October 13, 2020 remains authorized subject to the terms and general conditions of this GP along with any special conditions included in written authorizations. Exception: if previously authorized work has not commenced or not under contract to commence and a new federally-listed threatened or endangered species may be affected, the Corps shall consult with the U.S. Fish and Wildlife Service or NOAA Fisheries prior to re-authorizing the work under these GPs. Requests for re-authorization shall include an Official Species List per GC 16.

39. Transfer of GP Verifications. If the permittee sells the property associated with a GP verification, the permittee may transfer the GP verification to the new owner by submitting a letter to the Corps to validate the transfer. A copy of the GP verification shall be attached to the letter, the letter shall contain the name, address, phone number and email of the transferee (new owner), shall include the following statement and signature, and be mailed to: U.S. Army Corps of Engineers, Maine Project Office, 442 Civic Center Drive, Suite 350, Augusta, Maine 04330:

> "When the structures or work authorized by these GPs are still in existence at the time the property is transferred, the terms and conditions of these GPs, including any special conditions, will continue to be binding on the new owner(s) of the property."
>
> _____
> Transferee Printed Name
>
> _____
> Transferee Signature Date

40. Modification, Suspension, and Revocation. These GPs and any individual authorization issued thereof may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7, and any such action shall not be the basis for any claim for damages against the U.S.

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

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

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

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

45. Duration of Authorization.

a. These GPs expire on October 14, 2025 unless otherwise specifically indicated in an individual authorization letter. Activities authorized under these GPs that have either commenced or are under contract to commence in reliance upon this authorization will have an additional year from the expiration date to complete the work. The permittee must be able to document to the Corps' satisfaction that the activity commenced or was under contract to commence by the expiration date of these GPs. If work is not completed within the one year extended timeframe, the permittee must contact the Corps. The Corps may issue a new authorization, provided the activity meets the applicable terms and conditions of the Maine GPs that are in effect at the time.

b. Activities authorized under these GPs will remain authorized until these GPs expire, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2(e)(2). Activities completed under the SV or PCN authorizations of these GPs will continue to be authorized after its expiration date.

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Tammy R. Turley
Chief, Regulatory Division

V. MAINE GENERAL PERMITS

An activity is authorized under General Permits 1 through 23 listed below only if that activity and the permittee satisfy all of the applicable GP terms and general conditions. Any activity not specifically listed may still be eligible for authorization under these GPs; prospective permittees are advised to contact the Corps for specific eligibility determination.

1. Repair, Replacement, and Maintenance of Authorized Structures and Fills;
Repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill and minor expansions thereof.

2. Moorings
New moorings and mooring fields, the relocation of previously authorized moorings, expansions, boundary reconfigurations or modifications of previously authorized mooring fields, conversion of mooring types (e.g. private to rental), and maintenance and replacement of moorings. Moored floats, lobster cars, rafts, and similar float structures are not included in this GP.

3. Structures, Floats and Lifts
New, expansions, reconfigurations or modifications of structures for navigational access in waters of the U.S. including but not limited to temporary/seasonal or permanent pile and crib-supported piers, floats, stairs, shore outhauls, and boat and float lifts/ways. Floats may include lobster cars, work floats, moored floats, swim floats, and shellfish upweller floats.

4. Aids to Navigation, and Temporary Recreational Structures
Aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66) and temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as fireworks displays, water skiing competitions, and boat races or seasonal use.

5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation
New, maintenance, and improvement dredging, including: a) Disposal of dredged material at a confinedaquatic disposal, beach nourishment, near shore, designated open water or ocean water disposal site(s), provided the Corps finds the dredged material to be suitable for such disposal; (b) Beach nourishment not associated with dredging; (c) Rock removal and relocation for navigation.

6. U.S. Coast Guard Approved Bridges and Causeways
Discharges of dredged or fill material incidental to the construction and modification of bridges across navigable waters of the U.S., including cofferdams abutments, foundation seals, piers, approach fills, and temporary construction and access fills provided that the USCG authorizes the construction of the bridge structure under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws.

7. Bank and Shoreline Stabilization Including Living Shorelines
Bank stabilization activities necessary for erosion protection along the banks of lakes, ponds, streams, and marine/tidal waters. Includes bulkheads, seawalls, riprap, revetments or slope protection & similar structures as well as vegetative planting, soil bioengineering or alternative techniques that are a combination of the two (i.e. living shorelines), specifically for the purpose of shoreline protection.

8. Residential, Commercial and Institutional Developments, and Recreational Facilities
Discharges of dredged or fill material into waters of the U.S for the construction or expansion of: residences and residential subdivisions; commercial and institutional buildings or subdivisions; and recreational facilities; and attendant features including but not limited to roads, parking lots, garages, stormwater management facilities, yards, and utilities.

9. Utility Line Activities
Activities required for (a) the construction, maintenance, relocation, repair, & removal of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for utility lines; (b) the construction, maintenance or expansion of utility line substation facilities associated with a power/utility line in non-tidal waters; and (c) the construction and maintenance of foundations for overhead utility line towers, poles, and anchors provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. This GP authorizes the construction of access roads to facilitate construction of the above activities provided the activity, in combination with all other activities included in one single and complete project.

10. Linear Transportation Projects
Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features.

11. Mining Activities
Temporary or permanent discharges of dredged or fill material into waters of the U.S. for mining activities.

12. Boat Ramps and Marine Railways
Temporary or permanent discharges of dredged or fill material, excavation and other work in waters of the U.S. required for the construction of temporary or permanent boat ramps and marine railways.

13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects
Structures and work and discharges of dredged or fill material into waters of the U.S. for the construction, expansion, modification or removal of: (a) land-based renewable energy production facilities (e.g. solar and wind) and their attendant features; (b) water-based wind or hydrokinetic renewable energy generation pilot projects and their attendant features; and (c) discharges of dredged or fill materialassociated with hydropower projects. Attendant features may include, but are not limited to, land-based collection and distribution facilities, control facilities, and parking lots.

14. Reshaping Existing Drainage Ditches and Mosquito Management
Discharges to modify the cross-sectional configuration of currently serviceable drainage ditches constructed in waters of the U.S., for the purpose of improving water quality by regrading the drainage ditch with gentler slopes, which can reduce erosion, increase growth of vegetation, and increase uptake of nutrients and other substances by vegetation. Also authorized are mosquito reduction activities.

15. Response Operations for Oil or Hazardous Substances
Activities conducted in response to a discharge or release of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) including containment, cleanup, and mitigation efforts, provided activities are done under either (i) The Spill Prevent, Control & Countermeasure Plan require by 40 CFR 112.3; (ii) The direction or oversight of the Federal on-site coordinator designated by 40 CFR 300; or (iii) Any approved existing State, regional or local contingency plan provided that the Regional Response Team (if one exists in the area) concurs with the proposed response efforts or does not object to the response effort. Activities required for the cleanup of oil releases in waters of the U.S. from electrical equipment that are governed by EPA's polychlorinated biphenyl (PCB) spill response regulations at 40 CFR 761. Booms placed in tidal waters. Use of temporary structures & fills for spill response training exercises.

16. Cleanup of Hazardous and Toxic Waste
Specific activities to effect the containment, stabilization or removal of hazardous or toxic waste materials, including court ordered remedial action plans or related settlements which are performed, ordered or sponsored by a government agency with established legal or regulatory authority.

17. Scientific Measurement Devices
Scientific devices for measuring and recording scientific data, such as staff gauges, tide and current gauges, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures.

18. Survey Activities
Survey activities such as soil borings, core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching and historic resources surveys (but not recovery).

19. Agricultural Activities
Regulated discharges of dredged or fill material in non-tidal waters of the U.S. for agricultural activities, including the construction of building pads for farm buildings. Authorized activities include: (a) installation, placement, or construction of drainage tiles, ditches, or levees; mechanized land clearing; land leveling; the relocation of existing serviceable drainage ditches; and similar activities; (b) construction of farm ponds, excluding perennial streams, provided the farm pond is used solely for agricultural purposes; and (c) discharges of dredged or fill material to relocate existing serviceable drainage ditches constructed in non-tidal streams.

20. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices
Activities in waters of the U.S. associated with fish and wildlife harvesting devices including pound nets, crab and lobster traps, crab dredging, eel pots, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This GP does not include aquaculture activities.

21. Habitat Restoration, Establishment and Enhancement Activities
Activities in waters of the U.S. associated with the restoration, enhancement and establishment of non-tidal and tidal wetlands and riparian areas, including invasive, non-native or nuisance species control; the restoration and enhancement of non-tidal streams and other non-tidal open waters; the relocation of non-tidal waters, including non-tidal streams & associated wetlands for reestablishment of a natural stream morphology and reconnection of the floodplain; the restoration and enhancement of shellfish, finfish and wildlife; and the rehabilitation or enhancement of tidal streams, tidal wetlands and tidal open waters; provided those activities result in net increases in aquatic resource functions and services. Also included are shellfish enhancement measures including but not limited to “brushing”, clam pots, boxes, and netting.

22. Stream and Wetland Work and Crossings
Activities required for the construction, expansion, modification, or improvement of linear transportation projects that cross waters of the U.S. (e.g., driveways, roads, highways, railways, trails, airport runways, and taxiways) and attendant features. Crossing structures include, but are not limited to temporary or permanent jurisdictional spans, bridges, culverts, and fords. Any stream channel modification is limited to the minimum necessary to construct or protect the project; such modifications must be in the immediate vicinity of the project.

23. Aquaculture
The installation of buoys, floats, racks, trays, nets, lines or other structures in waters of the U.S. for the containment and cultivation of fish, shellfish and seaweed/kelp. Also authorized are anchored upweller floats, small-scale shellfish hatchery seawater intake/discharge structures, and discharges of dredged or fill material associated with cultivation such as the placement of cultch or spatted-shell on bottom.

USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

GENERAL PERMITS FOR THE STATE OF MAINE		
A. INLAND WATERS AND WETLANDS	Inland Waters and Wetlands are defined as waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds, and wetlands, and ***excludes Section 10 Navigable Waters of the U.S.*** The jurisdictional boundaries are the ordinary high water mark (OHWM) in the absence of adjacent wetlands; beyond the OHWM to the limit of adjacent wetlands when adjacent wetlands are present; and the wetland limit when only wetlands are present. For the purposes of these GPs and designated activities, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are reviewed in the Navigable Waters section below beginning on page 28.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit (IP).	
GENERAL PERMIT #	**SELF-VERIFICATION (SV)**	**PRE-CONSTRUCTION NOTIFICATION (PCN)**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills *(for stream crossings see GP 22)*	Repair, replacement, and maintenance of existing, currently serviceable, authorized fills with no expansion or change in use, provided: • Conditions of the original authorization apply. • Minor deviations in fill design allowed. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • Drawdown of impoundments for dam/levee repair does not exceed 18 months and one growing season (Apr-Sept).	Repair, replacement, and maintenance of existing authorized fills not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
2. Moorings	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
3. Structures, Floats, and Lifts	Pile-supported structures, floats and lifts located in non-navigable inland waters do not require Corps authorization. Solid fill or crib-supported structures with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.	Fill activities associated with structures, floats, and lifts not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
4. Aids to Navigation and Temporary Recreational Structures	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.	Not Applicable – these activities in non-navigable inland waters do not require Corps authorization.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments or discharges of tailings into streams.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 31 below.
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Fill is ≤500 LF in total length as measured below the plane of the OHWM, includes total if more than one stream bank. • Fill placed below the plane of the OHWM is ≤1 CY per linear foot. • There is no discharge in special aquatic sites other than wetlands. • Revetment is comprised of angular material. • In-stream work is limited to Jul. 15th to Sep. 30th • No structures angled steeper than 1H:1V.	Bank and shoreline stabilization activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Those developments and facilities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • No work in special aquatic sites other than wetlands.	Those developments and facilities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
9. Utility Line Activities (see also GC 30)	Utility line activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excluding mats), and associated secondary impacts, provided: • There is no permanent change in pre-construction contours in waters in the U.S. • Material resulting from trench excavation is temporarily side cast into waters of the U.S. for <3 months and is placed in such a manner that is not dispersed by current or other forces. • The line does not run parallel to, or along a streambed. • No stream channelization, relocation, or loss of streambed including impoundments. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season. • In-stream work is limited to Jul. 15th to Sep. 30th • In-water work is conducted in-the-dry. • Intake structures that are dry hydrants used exclusively for firefighting activities with no stream impoundments. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Utility line activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
10. Linear Transportation Projects *(for stream crossings refer to GP 22)*	Linear transportation activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill (excl. mats), and associated secondary impacts, provided: • The historic fill and proposed fill area <15,000 SF specifically complies with GC 5 Single and Complete Projects. • There is no discharge in special aquatic sites other than wetlands. • Construction mats of any area necessary to conduct activities provided mats are removed as soon as work is completed and shall be in place no longer than one single growing season.	Linear transportation activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
11. Mining Activities	Mining activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Mining activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
12. Boat Ramps	Boat ramps with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, and temporary fills.	Boat ramps not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Those facilities and projects with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • No new water-based facilities are eligible.	Those facilities and projects not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. *Mechanical clearing of areas within Corps jurisdiction without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for PCN at the discretion of the Corps.*
14. Reshaping Existing Ditches and Mosquito Management	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 33 below.
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for response operations. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts (*SVNF is required prior to the activity*).	Those response operations not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
16. Cleanup of Hazardous and Toxic Waste	Those cleanup activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments. • The activity does not involve establishing new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.	Those cleanup activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts. • The activity does not involve establishing new sites for the disposal of hazardous or toxic waste.
17. Scientific Measurements Devices	Those devices with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No biological sampling devices. • Devices do not restrict or concentrate movement of aquatic organisms. • Upon completion of use, the devices and any associated fills shall be removed in their entirety.	Those devices not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
18. Survey Activities	Those survey activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • Exploratory trenches are restored in accordance with GC 21. • No discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).	Those survey activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
19. Agricultural Activities	Those agricultural activities subject to Corps jurisdiction with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No stream channelization, relocation, or loss of streambed including impoundments.	Those agricultural activities subject to Corps jurisdiction not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.	Not applicable in inland waters and wetlands; see B. Navigable Waters on page 34 below.
21. Habitat Restoration, Establishment, and Enhancement	Those activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of a stream to wetland or vice versa, a wetland to a pond or uplands, or one wetland type to another. • No dam removal.	Those activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
22. Stream and Wetland Work and Crossings (see also GC 29)	Stream work and crossings with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No work in designated or proposed critical habitat for endangered species. • Crossings are designed and constructed using the techniques and principles outlined in Stream Simulation, Stream Smart, or Habitat Connectivity Design. • Crossings are designed to be 1.2 times bankfull width. • Crossings have a natural bottom substrate. • Crossings include a bank on both sides of the channel. • Closed bottom culverts are embedded at least 25% of the maximum width of the culvert. • In-stream work is limited to Jul. 15th to Sep. 30th • In-stream work is conducted "in-the-dry". • No slip lining. • No culvert extensions. • No stream channelization, relocation, or loss of streambed including impoundments. Wetland work and crossings, provided: • No flooding or impacts to wetland drainage from the upgradient side of the crossing.	Stream and Wetland Work and Crossings not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.
23. Aquaculture (see also GC 32)	Aquaculture activities with <15,000 SF of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts, provided: • No water impoundments allowed. • No conversion of i) a stream to wetland or vice versa, a wetland to a pond or uplands, and ii) one wetland type to another.	Aquaculture activities not eligible for SV, provided: • <3 acres of permanent and/or temporary inland waterway and/or wetland fill, and associated secondary impacts.

USER NOTE: All Self-Verification and Pre-Construction Notification activities shall comply with all applicable terms (pages 1 - 4), General Conditions (pages 5 - 19), and additional terms below.

B. NAVIGABLE WATERS	**Navigable Waters of the U.S. are defined as** those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water mark (MHWM) in tidal waters and the ordinary high water mark (OHWM) in non-tidal portions of the federally-designated navigable rivers. For the purposes of these GPs, fill placed in the area between the mean high water mark (MHWM) and the high tide line (HTL), and in the bordering and contiguous wetlands to tidal waters are also reviewed in this Navigable Waters section.	
	Activities not meeting the Self-Verification terms below require Pre-Construction Notification and activities not meeting the Pre-Construction Notification terms below require an application for an Individual Permit.	
GENERAL PERMIT #	**SELF-VERIFICATION**	**PRE-CONSTRUCTION NOTIFICATION**
1. Repair, Replacement, and Maintenance of Authorized Structures and Fills **See GC 25 for pile driving and removal conditions.*	Repair, replacement, or maintenance of previously authorized, currently serviceable structures or fills, provided: • Conditions of the original authorization apply. • No expansion or change in use. Shall be rebuilt in same footprint, however minor deviations in design allowed. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided that work is commenced, or is under contract to commence, within two years of the date of their destruction or damage. • In-water work is conducted "in-the-dry" (see GC 24). • No impacts to special aquatic sites (SAS) (incl. submerged aquatic vegetation, SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • Slope stabilization is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM. Vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Dam and flood control, or levee work does not alter water levels or flood elevations. • Discharge of accumulated bottom sediments from or through a dam is not more than *de minimus*. • Tide gate work has a Corps-approved operation and maintenance plan and no effect to hydraulic regime, or tide gates that solely convey stormwater and/or Maine National Pollutant Discharge Elimination System-permitted discharges.	Repair, replacement, or maintenance of previously authorized structures or fills not eligible for SV, provided: • ≤0.5 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
2. Moorings	Private, non-commercial, non-rental, single-boat moorings, provided: • Authorized by the local harbormaster/town. • Not associated with any boating facility (e.g. marinas). • Not located within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. Moorings in a Federal Anchorage must not be associated with a boating facility and must not be for rent. • No interference with navigation. • Mooring is not located in SAS (incl. SAV) or intertidal areas. Minor relocation of previously authorized moorings, provided: • Authorized by the local harbormaster/town. • Relocation is not within a Federal Navigational Project (other than in a Federal Anchorage) or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • Relocated mooring is not located in SAS (incl. SAV) or intertidal areas. **SV Moorings above do not require a SVNF.*	Moorings not eligible for SV and don't require an IP. This includes private moorings with no harbormaster or means of local approval or moorings associated with a boating facility (e.g. marina). *Locating new moorings in SAS (incl. SAV) shall be avoided to the maximum extent practicable. If SAS cannot be avoided, consideration shall be given to alternative mooring systems that prevents mooring chains from resting or dragging on the bottom substrate at all tides.* An IP is required for moorings located within the horizontal limits, or with moored vessels that extend into the horizontal limits of a Federal Navigation Project (other than in a Federal Anchorage).
3. Structures, Floats, and Lifts *Cont'd below on page 30*	Reconfiguration of such existing authorized structures with all intertidal work conducted "in-the-dry" (see GC 24). Minor relocation of previously authorized floats provided: • Relocation is not into a Federal Navigation Project or within a distance of three times the authorized depth of a Federal Navigation Project (other than a Federal Anchorage). • No interference with navigation. • Not relocated in or within 25 feet of SAV. • Seasonal floats are stored above the MHWM and not on wetland (incl. salt marsh). New private, non-commercial ramp and float structures attached to land (no piers) or new floats provided: • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • No interference with navigation. • No structure extends across >25% of the waterway width at mean low water. • Not located in or within 25 feet of SAV. • Ramp is <150 LF over salt marsh waterward of the MHWM and is ≥1:1 height:width ratio over salt marsh.	New structures, floats, and/or lifts including floatways/skidways, built to access waterway (both seasonal and permanent). Includes pile-supported, solid fill-supported, and crib-supported structures. Also includes expansions to existing authorized boating facilities (e.g. marinas). Provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF **See GC 25 for pile driving and pile removal conditions.* Compliance with the following is recommended: • *Lowermost part of floats are ≥18 inches above the substrate during all tides.* • *Structures are ≥1:1 height:width ratio over salt marsh.* • *Structures and floats are not located in or within 25 feet of SAV.* • *Moored vessels are not positioned over SAV.* • *Structures attached to land are located ≥ 25 feet from the property line (The Corps may require a letter of no objection from the abutter if located within 25 feet of the property line.)*

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
Cont'd from page 29	• Ramp and floats attached to land are located ≥25 feet from the property line. • Seasonal ramp and floats are stored above the HTL and not on wetland (incl. salt marsh). Compliance with the following is recommended: • *Lowermost part of floats is ≥18 inches above the substrate during all tides.*	• *No structure extends across >25% of the waterway width at mean low water.* • *Not located within a distance of three times the authorized depth of a Corps Federal Navigation Project.* An IP is required for structures, floats, and/or lifts including floatways/skidways, located in such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project. An IP is also required for structures and floats associated with a new or previously unauthorized boating facility (e.g. marinas).
4. Aids to Navigation and Temporary Recreational Structures	Aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR 66, Chapter I, subchapter C). **These SV Aids do not require a SVNF.* Temporary buoys, markers, floats, etc. for recreational use during specific events, provided: • They are removed within 30 days after the specific event has concluded. • No interference with navigation. • No impact to SAV.	Aids and temporary structures not eligible for SV.
5. Dredging, Disposal of Dredged Material, Beach Nourishment, and Rock Removal and Relocation	Maintenance dredging of <1,000 CY for navigational purposes with upland disposal including return water from upland contained disposal area, provided: • Proper siltation controls are used. • No expansion of footprint. • No dredging in or within a distance of three times the authorized depth of a Federal Navigation Project. • Dredging operation is limited to Nov. 8th to Apr. 9th (it is recommended that in areas populated by winter flounder, dredging should cease by March 15th). • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF • No dredging within 25 feet of SAV. • No dredging in or within 100 feet of shellfish areas. • No blasting. • No dredging in designated or proposed critical habitat for endangered species.	Maintenance dredging not eligible for SV and new dredging <25,000 CY Includes return water from upland contained disposal areas. Disposal includes: • Upland. • Beach nourishment (above MHW line) of any area provided the dredging's primary purpose is navigation or the sand is from an upland source. • Open water & confined aquatic disposal if Corps finds the material suitable. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a PCN. Temporary and/or permanent fill or excavation in SAV <1,000 SF and Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
6. U.S. Coast Guard Approved Bridges and Causeways	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Discharge of dredged or fill material <15,000 SF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal area ≤1,000 SF Compliance with the following is recommended: • *Discharge of dredged or fill material should not occur within 100 feet of SAV or within 25 feet of natural rocky habitat or other SAS.* *Note: new causeways and approach fills are not eligible for SV.*	Discharges of dredged or fill material associated with U.S. Coast Guard Approved Bridges and Causeways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
7. Bank and Shoreline Stabilization Including Living Shorelines (see also GC 28)	Bank and shoreline stabilization activities, provided: • In-water work is conducted "in-the-dry" (see GC 24). • Fill is ≤500 LF in total length as measured below the plane of the HTL and is ≤200 LF in total length as measured below the plane of the MHWM or OHWM (includes total for more than one bank). Replacement vertical structures are ≤200 LF in total length as measured below the plane of the MHWM or OHWM and are ≤18 inches waterward of existing face. • Fill placed below HTL is ≤1 CY per linear foot. • Stone revetment is comprised of angular material. • No fills angled steeper than 1H:1V. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No new groins, breakwaters, or jetties.	Bank and shoreline stabilization activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
8. Residential, Commercial and Institutional Developments, and Recreational Facilities	Not Eligible	Residential, commercial and institutional developments and recreational facilities, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF Conversions of previously authorized pile-supported buildings over navigable waters to residences, offices, or other non-water dependent uses require PCN. Floating house boats or businesses on floats require PCN.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
9. Utility Line Activities (see also GC 30)	Repair, replacement, or maintenance of previously authorized, currently serviceable utilities with no expansion or change in use, provided: • Conditions of the original authorization apply. • In-water work limited to Nov. 8th to Apr. 9th. • Trenching or filling confined to existing footprint and <100 LF; trenches shall be backfilled immediately. • Jet-plow, fluidization, or other direct burial methods confined to existing footprint and <200 LF • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF • No work in designated or proposed critical habitat for endangered species. New work in, over, or under navigable waters including new outfalls and any intake structure work requires PCN. Aerial utility lines over navigable waters requires PCN.	Those utility activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
10. Linear Transportation Projects *(for stream crossings refer to GPs 6 and 22)*	Not Eligible	Linear transportation projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
11. Mining Activities	Not Eligible	Not Eligible
12. Boat Ramps and Marine Railways	No new boat ramps or marine railways. In-water work is conducted "in-the-dry" (see GC 24). No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF Boat ramp and marine railway work not eligible for maintenance (i.e. not currently serviceable) may be replaced "in-kind" with minor deviations provided: • Work is confined to the intertidal zone. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those ramps and railways not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts, provided: • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
13. Land and Water-Based Renewable Energy Generation Facilities and Hydropower Projects	Not Eligible	Work associated with those facilities and projects, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF For each single and complete project, no more than 10 generation units (e.g., wind turbines or hydrokinetic devices) may be authorized. No new impoundments.
14. Reshaping Existing Ditches and Mosquito Management	≤500 LF of drainage ditch will be modified. The reshaping of the ditch cannot increase drainage capacity beyond the original as-built capacity nor can it expand the area drained by the ditch as originally constructed (i.e., the capacity of the ditch shall be the same as originally constructed and it cannot drain additional wetlands or other waters of the U.S.). No new ditches or relocation of drainage ditches constructed in waters of the U.S.; the location of the centerline of the reshaped drainage ditch shall be approximately the same as the location of the centerline of the original drainage ditch. No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal or shellfish areas ≤1,000 SF	Those activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
15. Response Operations for Oil or Hazardous Substances	The SVNF or a surrogate state reporting form may be submitted after-the-fact for spill response activities. This GP also authorizes the use of temporary structures and fills in waters of the U.S. for spill response training exercises (*SVNF is required prior to the activity*), provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal or shellfish areas ≤1,000 SF, and impacts to tidal resources <0.5 acre	Those response operations not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
16. Cleanup of Hazardous and Toxic Waste	Only booms placed for hazardous and toxic waste containment and absorption and prevention are eligible for SV. *A SVNF is not required for these eligible containment booms.*	Cleanup activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF An IP is require for the establishment of new disposal sites or expanding existing sites used for the disposal of hazardous or toxic waste.

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
17. Scientific Measurements Devices	Those scientific measurements devices, provided: • Devices do not restrict or concentrate movement of aquatic organisms. • No interference with navigation. • No blasting. • No biological sampling devices. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • Upon completion of use, the devices and any associated structures or fills are removed in their entirety.	Those scientific measurements devices not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
18. Survey Activities	Those survey activities, provided: • No blasting. • No interference with navigation. • No seismic exploratory operations. • No oil and gas exploration. • No trenching or other silt-producing activities. • No fill for roads or construction pads. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No blasting. • No biological sampling devices. *A SVNF is not required for required sediment sampling for Corps-regulated dredge proposals.*	Those survey activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
19. Agricultural Activities	Not Eligible	Not Eligible
20. Fish and Wildlife Harvesting, Enhancement and Attraction Devices and Activities *(for aquaculture refer to GP 23)*	Those devices and activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources ≤0.5 acre • No interference with navigation. • No artificial reefs or enclosures • No impoundments or semi-impoundments for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. • Structures and shell hash should not be located within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh). *A SVNF is not required for these eligible devices and activities.*	Those devices and activities not eligible for SV, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF Impoundments or semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster and new fish weirs with an impounded area <0.5 acre

	SELF-VERIFICATION (SV)	PRE-CONSTRUCTION NOTIFICATION (PCN)
21. Habitat Restoration, Establishment, and Enhancement	Those activities, provided: • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, impacts to intertidal areas ≤1,000 SF, and impacts to tidal resources <0.5 acre • No thin layer deposition for salt marsh restoration. • SAS planting and transplanting is <100 SF • No artificial or living reefs. • The activity is authorized in writing by a local, state, or non-Corps federal environmental agency. Water impoundments require PCN. • No conversion of i) a stream to wetland or vice versa, wetland to a pond or uplands, and ii) one wetland type to another. • No dam removal.	Those activities not eligible for SV provided those activities are proactive and result in net increases in aquatic resource functions and services.
22. Stream and Wetland Work and Crossings (see also GC 29) (*see GP 6 for bridges & causeways*)	Not Eligible	Those crossings of tidal navigable water not including bridges and causeways, provided: • <1 acre temporary or permanent impacts, fill, excavation, and/or secondary impacts. • Temporary and/or permanent fill or excavation in SAV <1,000 SF • Permanent fill or excavation in other SAS <4,300 SF
23. Aquaculture* (see also GC 32)	Shellfish and marine algae installations that do not exceed 400 SF in area, provided: • Signed approval from Harbormaster or appropriate Town Official. • No enclosures or impoundments. • Not located in or within a distance of three times the authorized depth of a Federal Navigation Project. • Not located in or impinge upon the value of any National Lands or Federal Properties. • No impacts to SAS (incl. SAV), impacts to natural rocky habitat ≤100 SF, and impacts to intertidal and shellfish areas ≤1,000 SF • No structures, cages, gear, or shell hash located in/within 25 feet of SAV. • All gear, except for mooring tackle, when not in use on the site is stored in an upland location above the MHWM and not on wetland (incl. salt marsh).	Shellfish, finfish, and marine algae aquaculture (with the exception of Atlantic salmon and any other salmonid, or other federally-listed endangered or threatened species), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. This is inclusive but not limited to cages, nets, bags, racks, long lines, fences, posts, poles, predator screening, etc. ***State of Maine Aquaculture guidelines are provided at:** ***www.maine.gov/dmr/aquaculture/index.html***

US Army Corps of Engineers®
New England District

Section VI: Self-Verification Notification Form

(for all tidal and non-tidal projects in Maine subject to Corps jurisdiction)

At least two weeks before work commences, complete all fields (write "none" if applicable) below or use the fillable form found at www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/Maine-General-Permit/ The two-week lead time is not required for emergency situations. **Send this form, an Official Species List, and project plans to the following email address: cenae-r-me@usace.army.mil**

Maine Project Office
U.S. Army Corps of Engineers
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

State Permit #: _____
Date of State Permit: _____
State Project Manager: _____

Permittee: _____

Address, City, State, Zip: _____

Email, Phone: _____

Agent: _____

Address, City, State, Zip: _____

Email, Phone: _____

Contractor: _____

Address, City, State, Zip: _____

Email, Phone: _____

Project Name: _____

Address, City, State, Zip: _____

Lat °N, Long °W: _____ Tax Map/Lot: _____

Waterway Name: _____

Description of Work: _____

Proposed Starting Date: _____ Proposed Finish Date: _____

Area of wetland impact (SF): Permanent: _____ Temporary: _____
Area of waterway impact (SF): Permanent: _____ Temporary: _____

Work will be done under the following Section V General Permits (circle all that apply):

I. Inland Waters and wetlands: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23
II. Navigable Waters: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23

Have MHPC and all five federally-recognized tribes in Maine been notified of the proposed work?_____Yes_____No

Your signature below, as permittee, indicates that you accept and agree to comply with the terms, eligibility criteria, and general conditions for Self-Verification under the Maine General Permit.

Permittee Signature:_____Date: _____

US Army Corps
of Engineers ®
New England District

Section VII: Content of a Pre-Construction Notification

In addition to the following required information, the applicant must provide additional information as the Corps deems essential to make a public interest determination including, where applicable, a determination of compliance with the Section 404(b)(1) guidelines or ocean dumping criteria. Such additional information may include environmental data and information on alternate methods and sites as may be necessary for the preparation of the required environmental documentation. For a more comprehensive checklist, go to *www.nae.usace.army.mil/missions/regulatory* >> Forms >> Application and Plan Guideline Checklist. Please check with the Corps for project-specific requirements.

Information required for all projects:

- □ DIGITAL SUBMISSIONS ARE ENCOURAGED (email PCN to **cenae-r-me@usace.army.mil**)
- □ Completed Corps application form (ENG Form 4345 attached below or found electronically at *www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit*) or appropriate state application form. Forms may need to be supplemented to include the information noted below.
- □ Proof of notification to MHPC and all five federally-recognized tribes (see Section VIII for contact info).
- □ Official Species List for any federally-listed endangered or threatened species and email address of the person who generated the list.
- □ Drawings, sketches, or plans (detailed engineering plans and specifications are not required) that are legible, reproducible (color is encouraged, but features must be distinguishable in black and white), no larger than 8.5”x11”, with bar scale (plans overlaid on aerial photos are discouraged). Wetland area impact sheets shall have the highest resolution possible to show work within Corps jurisdiction (do not just reduce project overview or cut large-scale plan into quadrant sheets). Provide locus map and a plan overview of the entire property with a key index to the individual impact sheets. A locus map be on a section of color USGS topographic map.
- □ Include:
  - □ All direct, secondary, permanent and temporary effects the project would cause, including the anticipated amount of impacts to waters of the U.S. expected to result from the activity, in acres, linear feet, or other appropriate unit of measure.
  - □ Any historic permanent fill associated with each single and complete project.
  - □ Cross-section views of all wetland and waterway fill areas and wetland replication areas.
  - □ Document on project plans wetlands, other special aquatic sites (SAS) including vegetated shallows (or submerged aquatic vegetation, SAV) and mudflats, natural rocky habitat, shellfish areas, vernal pools, and other waters, such as lakes and ponds, and perennial, and intermittent streams on the project site (GC1).
  - □ MLW line, MHW mark, and HTL elevations in tidal waters. Show OHWM elevation in lakes and non-tidal streams.
  - □ **Existing and proposed conditions.**
- □ Volume, type, and source of fill material to be discharged into waters and wetlands, including the area(s) (in square feet or acres) of fill in wetlands, below OHWM in inland waters and below the HTL in coastal waters.
- □ If applicable, a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions (see GC 21).

Information that may be required:

- □ Photographs of wetland/waterway to be impacted. Photos at low tide are preferred for work in tidal waters.
- □ For drawings, sketches, or plans:
  - □ The vertical datum for all coastal projects and projects in towns bordering coastal waters shall be in U.S. survey feet and referenced to MLLW and include current tidal epoch, with a reference chart showing conversion factor to the North American Vertical Datum of 1988. Do not use local datum. See *www.nae.usace.army.mil/missions/regulatory* >> Forms and Publications >>Vertical Datum - FEMA(Jul 2007);
  - □ The horizontal state plane coordinates shall be shown on plan and elevation views and shall be in the North American Datum of 1983 (NAD83) State Plane Coordinate System in U.S. survey feet.
- □ For the construction of a filled area or pile or float-supported platform, the use of, and specific structures to be erected on, the fill or platform.
- □ For the discharge of dredged or fill material into waters of the U.S. or the transportation of dredged material for the purpose of disposing of it in ocean waters, the source of the material; the purpose of the discharge, a description of the type, composition and quantity of the material; the method of transportation and disposal of the material; and the location of the disposal site.
- □ For the discharge of dredged or fill material into waters of the U.S., include a statement describing how impacts to waters of the U.S. are to be avoided and minimized. Include either a statement describing how impacts to waters of the U.S. are to be compensated for or a statement explaining why compensatory mitigation should not be required for the proposed impacts.
- □ Purpose and need for the proposed activity;
- □ Limits and coordinates of any Federal Navigation Project in the vicinity of the project area.
- □ Limits and coordinates of any proposed mooring field, reconfiguration zone or aquaculture activity. Provide coordinates for all corners;
- □ Schedule of construction/activity;
- □ Names and addresses of adjoining property owners;
- □ Location and dimensions of adjacent structures;
- □ Alternatives analysis;
- □ Wetland delineation data sheets;
- □ List of authorizations required by other federal, interstate, state, or local agencies for the work, including all approvals received or denials already made.
- □ Identification and description of potential impacts to Essential Fish Habitat (see GC 17).
- □ Identification of potential discharges of pollutants to waters, including potential impacts to impaired waters, in the project area.
- □ Invasive Species Control Plan (see GC 22). For sample control plans, see *www.nae.usace.army.mil/Missions/Regulatory/Invasive-Species*
- □ Wildlife Action Plan (WAP) maps. Contact the Maine Department of Inland Fisheries & Wildlife (Section VIII) or online at *www.maine.gov/ifw/wildlife/conservation/action_plan.html*

Information for dredging projects that may be required:

- □ Sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants must contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and if done, would be at the applicant's risk.
- □ The area in square feet and volume of material to be dredged below mean high water.
- □ Existing and proposed water depths.
- □ Type of dredging equipment to be used.
- □ Nature of material (e.g., silty sand).
- □ Any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects.
- □ Information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area.
- □ Shellfish survey.
- □ Location of the disposal site (include locus sheet).
- □ Identification and description of any potential impacts to Essential Fish Habitat.
- □ Delineation of submerged aquatic vegetation (e.g., eelgrass beds).

Information for tidal crossing projects that may be required:

- □ A graphic longitudinal elevation profile plot of the tidal stream channel thalweg, both up and downstream of the proposed project site. Thalweg elevations shall extend from the crossing to beyond the zone of scour, channel widening, or other channel alteration resulting from the present or pre-existing crossings. The profile plot should include labeled elevations for the:
  - □ crossing invert and top of the inlet and outlet
  - □ roadbed crown
  - □ lowest and highest recorded tides at the site
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
  - □ hydraulic controls and nearest crossings that could influence or be influenced by the proposed crossing
- □ A graphic plot of continuous tidal water levels recorded up and downstream, simultaneously, of the proposed crossing for an entire lunar cycle. The water level plot should include labeled elevations for the:
  - □ crossing invert and crossing top at the inlet and outlet
  - □ roadbed crown
  - □ reference datums, such as MLLW, MHHW, and astronomical high tide
- □ A map showing projected extents of maximum flooding within the area influenced by the crossing under current conditions and as a result of sea level rise. The present minimum sea level rise scenario suggested for planning purposes by the Maine Climate Council Scientific and Technical Subcommittee is the Intermediate Scenario, which projects an increase of 3.0-4.6 feet by 2100.

Information for aquaculture projects that may be required:

- □ Maine Aquaculture guidelines and joint Corps/Maine DMR applications may be found at: *www.maine.gov/dmr/aquaculture/index.htm*
- □ In addition to the information required above, applications should also include:
  - □ Results of coordination with Harbor Master and U.S. Coast Guard
  - □ Whether canopy predator nets are being used.

U.S. Army Corps of Engineers (USACE)

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 02-28-2022

The public reporting burden for this collection of information, OMB Control Number 0710-0003, is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR APPLICATION TO THE ABOVE EMAIL.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned. System of Record Notice (SORN). The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website: http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Middle - Last -	First - Middle - Last -
Company -	Company -
E-mail Address -	E-mail Address -
6. APPLICANT'S ADDRESS:	9. AGENT'S ADDRESS:
Address-	Address-
City - State - Zip - Country -	City - State - Zip - Country -
7. APPLICANT'S PHONE NOs. w/AREA CODE	10. AGENTS PHONE NOs. w/AREA CODE
a. Residence b. Business c. Fax	a. Residence b. Business c. Fax

STATEMENT OF AUTHORIZATION

11. I hereby authorize,_____to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

_____ _____

SIGNATURE OF APPLICANT DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

13. NAME OF WATERBODY, IF KNOWN (if applicable)	14. PROJECT STREET ADDRESS (if applicable)
	Address
15. LOCATION OF PROJECT	City - State- Zip-
Latitude: °N Longitude: °W	

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)

State Tax Parcel ID Municipality

Section - Township - Range -

17. DIRECTIONS TO THE SITE

18. Nature of Activity (Description of project, include all features)

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

24. Is Any Portion of the Work Already Complete? ☐ Yes ☐ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address-

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT DATE SIGNATURE OF AGENT DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

Section VIII: Agency Contacts

1. Federal

U.S. Army Corps of Engineers
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330
(207) 623-8367; (207) 623-8206 (fax)
Email: cenae-r-me@usace.army.mil

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

U.S. Fish and Wildlife Service
Maine Field Office
P.O. Box A
East Orland, Maine 04431
(207) 469-7300; (207) 902-1588 (fax)
(Federal endangered species)

National Marine Fisheries Service
Maine Field Office
17 Godfrey Drive, Suite 1
Orono, Maine 04473
(207) 866-7379; (207) 866-7342 (fax)
(Federal endangered species)

FEMA Region 1
Federal Insurance and Mitigation Division
99 High Street 6th Floor
Boston, Massachusetts 02110
(floodplains)

Federal Emergency Management Agency
99 High Street
Boston, Massachusetts 02110
(877) 336-2734
(Floodplain Management)

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

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

Commander (dpb)
First Coast Guard District
One South Street - Battery Building
New York, New York 10004-1466
(212) 668-7021; (212) 668-7967 (fax)
(bridge permits)

2. State of Maine

a. Department of Environmental Protection (*State permits & Water Quality Certifications*)

Augusta Regional Office
17 State House Station
Augusta, Maine 04333
(207) 287-7688

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

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

Northern Maine Regional Office
1235 Central Drive
Presque Isle, Maine 04769
(207) 764-0477

b. Department of Agriculture, Conservation and Forestry

i. Maine Land Use Planning Commission (LUPC) (*State permits & Water Quality Certifications for the unorganized areas of the State*)

Augusta Office
22 State House Station
Augusta, Maine 04333-0022
(207) 287-2631; (207) 287-7439 (fax)

Greenville Regional Office
43 Lakeview Drive
P.O. Box 1107
Greenville, Maine 04441
(207) 695-2466; (207) 695-2380 (fax)

Western Region Office
932 U.S. Route 2
East Wilton, Maine 04992
(207) 670-7492; (207) 287-7439 (fax)

Downeast Regional Office
106 Hogan Road, Suite 8
Bangor, Maine 04401
(207) 215-4685; (207) 941-4222 (fax)

Ashland Regional Office
45 Radar Road
Ashland, Maine 04732-3600
(207) 435-7963; (207) 435-7184 (fax)

Eastern Region Office
191 Main Street
East Millinocket, Maine 04430
(207) 399-2176; (207) 746-2243 (fax)

ii. Maine Coastal Program

21 State House Station
Augusta, Maine 04333
(207) 707-2324; (207) 624-6024 (fax)
(CZM consistency determinations)

iii. Division of Parks and Public Lands

22 State House Station
Augusta, Maine 04333
(207) 287-3061; (207) 287-6170 (fax)
(submerged lands leases)

iv. Maine Floodplain Management Program
17 Elkins Lane
Augusta, Maine 04333
(207) 287-8063
(floodplains)

c. Department of Marine Resources

21 State House Station
Augusta, Maine 04333
(207) 633-9500; (207) 624-6024 (fax)
(aquaculture leases/licenses)

3. Historic Properties

a. State Historic Preservation Officer (SHPO)

Kirk F. Mohney, Director
Maine Historic Preservation Commission
65 State House Station
Augusta, Maine 04333-0065
(207) 287-2132; (207) 287-2335 (fax)

b. Tribal Historic Preservation Officers (THPOs)

Houlton Band of Maliseet Indians
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215; (207) 532-6883 (fax)
istjohn@maliseets.com

Aroostook Band of Micmacs
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972; (207) 764-7667 (fax)
jdennis@micmac-nsn.gov

Passamaquoddy Tribe of Indians
Pleasant Point Reservation
P.O. Box 343
Perry, Maine 04667
(207) 853-2600; (207) 853-6039 (fax)
soctomah@gmail.com

Penobscot Nation
Cultural and Historic Preservation Dept.
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471
chris.sockalexis@penobscotnation.org

Passamaquoddy Tribe of Indians
Indian Township Reservation
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301; (207) 796-5256 (fax)
soctomah@gmail.com

Section IX: Definitions

Action Area: The "Endangered Species Consultation Handbook – Procedures for Conducting Consultation and Conference Activities Under Section 7 of the ESA," defines action area as "all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action. [50 CFR 402.02]."

Agricultural Activities: The Clean Water Act exempts certain discharges associated with normal farming, ranching, and forestry activities such as plowing, cultivating, minor drainage, and harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices (Section 404(f)(1)(A)). Prospective permittees are strongly advised to contact the Corps for a determination of whether their activity is exempt or requires a permit.

Attendant Features: Occurring with or as a result of; accompanying.

Aquatic Habitat Restoration, Establishment and Enhancement: The Corps will decide if a project qualifies and must determine in consultation with federal and state agencies that the net effects are beneficial. The Corps may refer to Nationwide Permit 27 published in the January 6, 2017 Federal Register. Activities authorized here may include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands in inland waters**;** the construction of open water areas; the construction of native shellfish species habitat over unvegetated bottom for the purpose of habitat protection or restoration in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species shall be planted at the site.

Biodegradable: A material that decomposes into elements found in nature within a reasonably short period of time and will not leave a residue of plastic or a petroleum derivative in the environment after degradation. Examples of biodegradable materials include jute, sisal, cotton, straw, burlap, coconut husk fiber (coir) or excelsior. In contrast, degradable plastics break down into plastic fragments that remain in the environment after degradation.

Boating facilities: These provide, rent or sell mooring space, such as marinas, yacht clubs, boat yards, dockominiums, town facilities, land/home owners, etc. Not classified as boating facilities are piers shared between two abutting properties or town mooring fields that charge an equitable user fee based on the actual costs incurred.

Bordering and Contiguous Wetlands: A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water mark in navigable waters) of that waterbody and is directly influenced by its hydrologic regime. Contiguous wetlands extend landward from their adjacent waterbody to a point where a natural or manmade discontinuity exists. Contiguous wetlands include bordering wetlands as well as wetlands that are situated immediately above the ordinary high water mark and above the normal hydrologic influence of their adjacent waterbody.

Brushing: The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats, or any bottom disturbance (e.g., discing, plowing, raking, etc.), to enhance recruitment of shellfish.

Buffer Zone: The buffer zone of an FNP is equal to three times the authorized depth of the FNP.

Construction mats: Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the

crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they are installed temporarily or permanently.

Cumulative effects: See "Direct, secondary, and cumulative effects."

Currently Serviceable: Useable as-is or with some maintenance, but not so degraded as to essential require reconstruction.

Direct, secondary, and cumulative effects:
Direct Effects: The loss of aquatic ecosystem within the footprint of the discharge of dredged or fill material. Direct effects are caused by the action and occur at the same time and place.
Secondary Effects: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final Section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) aquatic areas drained, flooded, fragmented, or mechanically cleared, b) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, c) septic tank leaching and surface runoff from residential or commercial developments on fill, and d) leachate and runoff from a sanitary landfill located in waters of the U.S. See 40 CFR 230.11(h).
Cumulative Effects: The changes in an aquatic ecosystem that are attributable to the collective effect of a number of individual 1) discharges of dredged or fill material, or 2) structures. Although the impact of a particular discharge may constitute a minor change in itself, the cumulative effect of numerous such piecemeal changes can result in a major impairment of the water resources and interfere with the productivity and water quality of existing aquatic ecosystems. See 40 CFR 230(g).

Dredging:
Maintenance Dredging: Includes areas and depths previously authorized by the Corps and dredged.
The Corps may require proof of authorization. Maintenance dredging typically refers to the routine removal of accumulated sediment from channel beds to maintain the design depths of navigation channels, harbors, marinas, boat launches and port facilities. Routine maintenance dredging is conducted regularly for navigational purposes (typically at least once every ten years) and does not include any expansion of the previously dredged area or depth. The Corps may review a maintenance dredging activity as new dredging if sufficient time has elapsed to allow for the colonization of SAS, shellfish, etc. The main characteristics of maintenance dredging projects are variable quantities of material; soft, uncompacted soil; contaminant content possible; thin layers of material; occurring in navigation channels and harbors; repetitive activity
New Dredging: Dredging of an area or to a depth that has never been authorized by the Corps or dredged.

Dredged material & discharge of dredged material: These are defined at 323.2(c) and (d). The term dredged material means material that is excavated or dredged from waters of the U.S.

Essential Fish Habitat (EFH): This is broadly defined to include those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.

Fill material & discharge of fill material: These are defined at 323.2(e) and (f). The term fill material is defined as material placed in waters of the U.S. where the material has the effect of either replacing any portion of a water of the U.S. with dry land or changing the bottom elevation of any portion of a water of the U.S.

Fill area: Fill area includes all temporary and permanent fill (including mats), and regulated discharges associated with excavation.

Federal navigation projects (FNPs): These areas are maintained by the Corps; authorized, constructed and maintained on the premise that they will be accessible and available to all on equal terms; and are comprised of Federal Anchorages, Federal Channels and Federal Turning Basins. The buffer zone is equal to three times the authorized depth of a FNP. More information on the following FNPs is provided at *www.nae.usace.army.mil/missions/navigation.aspx* >> Navigation Projects.

Flume: An open artificial water channel, in the form of a gravity chute that leads water from a diversion dam or weir completely aside a natural flow. A flume can be used to measure the rate of flow.

Frac out: During normal drilling operations, drilling fluid travels up the borehole into a pit. When the borehole becomes obstructed or the pressure becomes too great inside the borehole, the ground fractures and fluid escapes to the surface.

Habitat Connectivity Design: projects designed and constructed for consistency with natural stream dimensions, profiles, and dynamics, in accordance with the following technical references: U.S. Forest Service guide (Forest Service Stream-Simulation Working Group 2008), augmented by documents published by the states of Washington (Barnard et al. 2013), Vermont (Bates and Kirn 2009) and California (Love and Bates 2009).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Individual Permit: A Department of the Army authorization that is issued following a case-by-case evaluation of a specific structure or work in accordance with the procedures of 33 CFR 322, or a specific project involving the proposed discharge(s) in accordance with the procedures of 33 CFR 323, and in accordance with the procedures of 33 CFR 325 and a determination that the proposed discharge is in the public interest pursuant to 33 CFR 320.

Living Shoreline: Living shorelines stabilize banks and shores in coastal waters along shores with small fetch and gentle slopes that are subject to low-to mid-energy waves. A living shoreline has a footprint that is made up mostly of native material. It incorporates vegetation or other living, natural "soft" elements alone or in combination with some type of harder shoreline structure (e.g., oyster or mussel reefs or rock sills) for added protection and stability. Living shorelines shall maintain the natural continuity of the land-water interface, and retain or enhance shoreline ecological processes. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures.

Maintenance:

a. The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – "Activities occurring before certain dates," provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification.

- Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized.
- Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.
- No seaward expansion for bulkheads or any other fill activity is considered SV maintenance.
- Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the SV or PCN thresholds in Section V.

b. The state's maintenance provisions may differ from the Corps and may require reporting and written authorization from the state.

c. Contact the Corps to determine whether stream crossing replacements require a PCN.

d. Exempted Maintenance. In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: "Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design."

The following definition is also applicable:

Minor deviations: Deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environ-mental effects resulting from such repair, rehabilitation, or replacement are minimal.

Marina reconfiguration zone: A Corps-authorized area in which permittees may rearrange pile-supported structures and floats without additional authorizations. A reconfiguration zone does not grant exclusive privileges to an area or an increase in structure or float area.

Natural Rocky Habitats: Natural rocky habitats are intertidal and subtidal substrates composed of pebble-gravel, cobble, boulder, or rock ledge and outcrops. Manufactured stone (e.g. cut or engineered rip-rap) is not considered a natural rocky habitat. Natural rocky habitats are either found as pavement (consolidated pebble-gravel, cobble, or boulder areas) or as a mixture with fines (i.e. clay and sand) and other substrates.

Navigable waters of the U.S.: See Waters of the U.S. below.

Overall project: See "single and complete linear project" below.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Permanent impacts: Permanent impacts means waters of the U.S. that are permanently affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent impacts include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody.

Pre-construction notification (PCN): A request submitted by a prospective permittee to the Corps for confirmation that a particular activity is authorized by this GP. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of these GPs. A PCN may be voluntarily submitted in cases where PCN is not required and the project proponent wants confirmation that the activity is authorized under this GP.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in again in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area. Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complexes: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Secondary effects: See "Direct, secondary, and cumulative effects."

Shellfish Areas: Areas that currently support molluscan shellfish. Information regarding these locations can be obtained from the State of Maine GeoLibrary Data Catalog at: *www.maine.gov/geolib/catalog.html*

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the U.S. (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for the purposes of this GP. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.
The overall project, for purposes of this GP, includes all regulated activities that are reasonably related and necessary to accomplish the project purpose.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. For non-linear projects, the single and complete project shall have independent utility (see definition).

Special aquatic sites (SAS): These are defined at 40 CFR 230 Subpart E. They include sanctuaries and refuges, wetlands, mud flats, vegetated shallows (submerged aquatic vegetation, SAV), coral reefs, and riffle and pool complexes.

Stream: The term "stream" in the document means rivers, streams, brooks, etc.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Stream Simulation: A method for designing and building road-stream crossings intended to permit free and unrestricted movements of any aquatic species. Reference:
https://www.nae.usace.army.mil/Missions/Regulatory/Stream-and-River-Continuity/

Stream Smart Design: projects designed to allow the stream to act like a stream by passing fish and wildlife as well as the higher flows that come with large infrequent storms while protecting the stability of the road and public safety. Stream Smart Design follows the "Four S's": The culvert must SPAN the stream, allowing for passage of aquatic and terrestrial wildlife. The culvert has to be SET at the right elevation. The SLOPE of the culvert must match the stream. There must be SUBSTRATE (natural sediment) in the crossing. Reference:
www1.maine.gov/mdot/publications/docs/brochures/pocket_guide_stream_smart_web.pdf

Temporary impacts: Temporary impacts include waters of the U.S. that are temporarily filled, flooded, excavated, drained or mechanically cleared because of the regulated activity.

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

Utility line: Any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term 'utility line' does not include activities that drain a water of the U.S., such as drainage tile or French drains, but it does apply to pipes conveying drainage from another area.

Vegetated shallows/Submerged Aquatic Vegetation (SAV): Permanently inundated areas that under normal circumstances support communities of rooted aquatic vegetation, such as eelgrass in marine systems as well as a number of freshwater species in rivers and lakes. Note: Eelgrass surveys should be conducted be conducted between May and October unless otherwise directed.

Vernal pools (VPs): The State of Maine, Department of Environmental Protection has specific protections for VPs. For the purposes of these GPs, VPs are depressional wetland basins that typically go dry in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending upon landscape position and parent material(s). In most years, VPs support one or more of the following obligate indicator species: wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.). However, they should preclude sustainable populations of predatory fish.

Water dependency: activity requiring access or proximity to or siting within a special aquatic site (SAS) to fulfill its basic project purpose.

Water diversions: Water diversions are activities such as bypass pumping (e.g., "dam and pump") or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

Weir: A barrier across a river designed to alter the flow characteristics. In most cases, weirs take the form of a barrier, smaller than most conventional dams, across a river that causes water to pool behind the structure (not unlike a dam) and allows water to flow over the top. Weirs are commonly used to alter the flow regime of the river, prevent flooding, measure discharge and help render a river navigable.

Waters of the United States (U.S.)

Waters of the U.S.: The term waters of the U.S. and all other terms relating to the geographic scope of jurisdiction are defined at 33 CFR 328. Also see Section 502(7) of the Federal CWA [33 USC 1352(7)]. Waters of the U.S. include jurisdictional wetlands. Not all waters and wetlands are jurisdictional. Contact the Corps with any questions regarding jurisdiction.

Navigable waters: Refer to 33 CFR 329. These waters include the following federally-designated navigable waters in New England. This list represents only those waterbodies for which affirmative determinations have been made; absence from this list shall not be taken as an indication that the waterbody is not navigable: In Maine, navigable waters are those waters that are subject to the ebb and flow of the tide in addition to the non-tidal portions of the following federally-designated waters in Maine (the Kennebec River to Moosehead Lake, the Penobscot River to the confluence of the East and West Branch at Medway and, Lake Umbagog within the State of Maine).

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tideline.

Environmental Summary Sheet

WIN: 26246.00 **Date Submitted: 4/3/2024**
Town: Coplin Plt.
CPD Team Leader: Joshua Brown
ENV Field Contact: Emily Morin

NEPA Complete: Programmatic Categorical Exclusion (CE) 23 CFR 771.117.c.8 issued on 4/3/2024

Section 106

Review Complete: PA-H, No Effect 4/3/2024
Section 106 Resources: none

Section 4(f) and 6(f)

Section 4(f)	Section 6(f)
No ROW/no use	No ROW/no takes

Maine Department of Inland Fisheries and Wildlife Essential Habitat

NA, no Essential Habitat designation within the projects site.

Section 7

Species of Concern: Northern long-eared bat – Not Likely to Adversely Affect
Canada Lynx - Not Likely to Adversely Affect

Essential Fish Habitat

NA

Maine Department of Agriculture, Conservation, and Forestry

Public Lands, Submerged Land Lease: NA
Maine Land Use Planning Commission: NA, exempt activity, construction within existing ROW

Maine Department of Environmental Protection

NA, exempt activity

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

NA, exempt activity

Stormwater Review

NA

Hazardous Materials Review

NA, based on scope

Special Provisions Required

Special Provision 105-Environmental Requirements	N/A☐	Applicable☒
Special Provision 203-Dredge material	N/A☒	Applicable☐
Standard Specification 656-Erosion Control Plan	N/A☐	Applicable☒
Special Provision 656-Minor Soil Disturbance	N/A☐	Applicable☐
Special Provision 203-Dredge Spec	N/A☐	Applicable☐

Approvals based on plans/scope as of: 10-23-2023

Environmental Summary Sheet

WIN: 026964.00 **Date Submitted: 4/1/2024**
Town: Lang-Coplin, Route 16
CPD Team Leader: Joshua Brown
ENV Field Contact: Emily Morin

NEPA Complete: NA, state funded

Section 106
No Effect

Section 4(f) and 6(f)

Section 4(f)	Section 6(f)
No US DOT funds or approvals	No ROW/no takes

Maine Department of Inland Fisheries and Wildlife Essential Habitat
NA, not mapped within Essential Habitat

Section 7
Species of Concern: Northern Long-Eared Bat – No Effect
Canada Lynx – Not Likely to Adversely Affect

Essential Fish Habitat
NA, no federal nexus

Maine Department of Agriculture, Conservation, and Forestry
Public Lands, Submerged Land Lease: NA, outside of jurisdiction
Maine Land Use Planning Commission: Exempt

Maine Department of Environmental Protection
NA, exempt activity

Army Corps of Engineers: Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.
Pre-Construction Notification - Corps Permit #NAE-2024-00602
- Work Start Notification Form and Compliance Certification Form to be completed by ENV Field Contact and submitted to ACOE with copy to Andrea Brady.
- **In-water Work Window: July15 through September 30th**
- **Special Conditions apply; See Special Provision 105**

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

Stormwater Review
NA

Hazardous Materials Review
NA

Special Provisions Required

Special Provision 105-Environmental Requirements	N/A☐	Applicable☒
Special Provision 203-Dredge material	N/A☒	Applicable☐
Standard Specification 656-Erosion Control Plan	N/A☐	Applicable☒
Special Provision 656-Minor Soil Disturbance	N/A☒	Applicable☐
Special Provision 203-Dredge Spec	N/A☒	Applicable☐

**Approvals based on plans/scope as of:3/28/2024*