

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, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) a Bid Guaranty (as described below) 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 required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a 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.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building 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 in the proper amounts, and deliver to the Contracts section by 4:30 PM on bid opening day

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, Revision of December 2002.

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 a planholders 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 provide an email address to Diane Barnes or Mike Babb at 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 Larry Childs at Larry.Childs@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:

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

Request by: _____ **Phone:** (____) _____

Bid Date: _____ **Fax:** (____) _____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response: _____

Response By: _____ **Date:** _____

State of Maine
VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change
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Social Security Number*
Individual or Sole Proprietor

Federal Taxpayer ID Number*
Corporation

OR

Please fill in ONE.

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

OLD:

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct #
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider #

Signature* _____

Contact Name _____

Print Name or Title _____

Accounts Receivable Contact Name _____

Date* _____ (within 3 months)

Phone # if Different or for Contact Info _____

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Special Instructions</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

**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 Highway Improvements in the town of Milo" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 20, 2007, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for highway construction projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine State Aid Project No. STP-1001(200)X, PIN. 10012.00

Location: In Piscataquis County, project is located on Rte's 6/11/16 beginning at the northerly junction of Rte.11 and extends southerly 0.97 mi.

Outline of Work: Grading, drainage, base, hot mix asphalt, guardrail, curb, sewer utility, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Project Manager Ernie Martin at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Bangor. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$97.00 (\$103.00 by mail). Half size plans \$49.00 (\$53.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

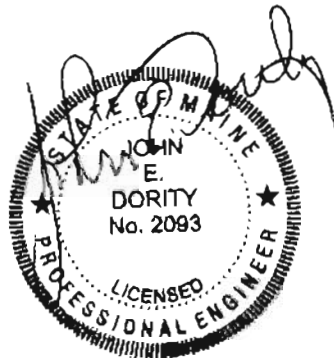
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$80,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates @ http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
May 30, 2007



JOHN E. DORITY
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> 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)

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	201.23 REMOVING SINGLE TREE TOP ONLY	11.000 EA				
0020	201.24 REMOVING STUMP	22.000 EA				
0030	202.20 REMOVING BITUMINOUS CONCRETE PAVEMENT	11625.000 M2				
0040	203.20 COMMON EXCAVATION	15000.000 M3				
0050	203.21 ROCK EXCAVATION	50.000 M3				
0060	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP			
0070	203.2333 DISPOSAL OF SPECIAL EXCAVATION	50.000 MG				
0080	203.25 GRANULAR BORROW	100.000 M3				
0090	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	100.000 M3				
0100	304.08 AGGREGATE BASE COURSE - SCREENED	15155.000 M3				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	3950.000 MG				
0120	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	1690.000 MG				
0130	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	675.000 MG				
0140	403.213 HOT MIX ASPHALT 12.5 MM, BASE	1900.000 MG				
0150	411.09 UNTREATED AGGREGATE SURFACE COURSE	200.000 M3				
0160	411.12 CRUSHED STONE SURFACE	50.000 MG				
0170	502.3412 STRUCTURAL CONCRETE, RAISED ISLAND	7.000 M3				
0180	502.56 CONCRETE FILL	140.000 M3				
0190	603.159 300 MM CULVERT PIPE OPTION III	50.000 M				
0200	603.16 375 MM CULVERT PIPE OPTION I	42.000 M				
0210	603.179 450 MM CULVERT PIPE OPTION III	20.000 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	603.199 600 MM CULVERT PIPE OPTION III	65.000 M				
0230	603.235 1200 MM REINFORCED CONCRETE PIPE CLASS III	39.000 M				
0240	604.072 CATCH BASIN TYPE A1-C	13.000 EA				
0250	604.092 CATCH BASIN TYPE B1-C	1.000 EA				
0260	604.15 MANHOLE	4.000 EA				
0270	604.2402 BEHIND CURB CATCH BASIN	9.000 EA				
0280	604.2404 SUB-BASIN BOWL	4.000 EA				
0290	604.246 CATCH BASIN TYPE F5	1.000 EA				
0300	604.252 CATCH BASIN TYPE A5-C	5.000 EA				
0310	604.262 CATCH BASIN TYPE B5-C	1.000 EA				
0320	605.09 150 MM UNDERDRAIN TYPE B	450.000 M				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	605.10 150 MM UNDERDRAIN OUTLET	20.000 M				
0340	605.11 300 MM UNDERDRAIN TYPE C	1325.000 M				
0350	605.13 450 MM UNDERDRAIN TYPE C	690.000 M				
0360	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	168.000 M				
0370	606.232 GUARDRAIL TYPE 3C - OVER 4.5 M RADIUS	7.600 M				
0380	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	1.000 EA				
0390	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	15.000 EA				
0400	606.79 GUARDRAIL 350 FLARED TERMINAL	3.000 EA				
0410	609.11 VERTICAL CURB TYPE 1	1405.000 M				
0420	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	65.000 M				
0430	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	54.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	55.000 EA				
0450	609.2371 TERMINAL CURB TYPE 1- 2.1M - CIRCULAR	12.000 EA				
0460	609.31 CURB TYPE 3	355.000 M				
0470	610.08 PLAIN RIPRAP	20.000 M3				
0480	615.07 LOAM	865.000 M3				
0490	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	78.000 UN				
0500	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	19.000 UN				
0510	618.25 APPLIED WATER	80.000 M3				
0520	619.1201 MULCH - PLAN QUANTITY	99.000 UN				
0530	621.031 EVERGREEN TREES (1200 MM - 1500 MM) GROUP A	12.000 EA				
0540	621.126 SMALL DECIDUOUS TREES (1800 MM - 2400 MM) GROUP A	60.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	621.267 LARGE DECIDUOUS TREE (45 MM - 50 MM CALIPER) GROUP A	25.000 EA				
0560	621.552 DECIDUOUS SHRUBS (900 MM - 1200 MM) GROUP A	36.000 EA				
0570	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0580	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	1600.000 M				
0590	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	500.000 M2				
0600	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0610	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR				
0620	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	10.000 HR				
0630	631.11 AIR TOOL (INCLUDING OPERATOR)	10.000 HR				
0640	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR				
0650	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	20.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	631.14 GRADER (INCLUDING OPERATOR)	10.000 HR				
0670	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0680	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
0690	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	20.000 HR				
0700	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				
0710	635.22 TIMBER CRIB TYPE RETAINING WALL	LUMP	LUMP			
0720	639.18 FIELD OFFICE TYPE A	1.000 EA				
0730	642.15 PRECAST CONCRETE STEPS	1.000 EA				
0740	652.33 DRUM	100.000 EA				
0750	652.34 CONE	200.000 EA				
0760	652.35 CONSTRUCTION SIGNS	150.000 M2				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0770	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	220.000 CD				
0780	652.38 FLAGGER	10000.000 HR				
0790	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0800	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	66.000 M2				
0810	659.10 MOBILIZATION	LUMP	LUMP			
0820	660.21 ON-THE-JOB TRAINING (BID)	3000.000 HR				
0830	801.16 150 MM PVC SANITARY SEWER	550.000 M				
0840	801.17 200 MM PVC SANITARY SEWER (SDR-35)	900.000 M				
0850	801.175 250 MM PVC SANITARY SEWER	260.000 M				
0860	803.01 TEST PITS	15.000 EA				
0870	803.16 1.2 M DIAMETER PRECAST SEWER MANHOLE	22.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010012.00

PROJECT(S): STP-1001(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0880	812.18 REMOVE AND ABANDON SEWER MANHOLE	14.000 EA				
0890	822.3211 100 MM CLASS 50 DI PIPE	7.000 M				
0900	822.35 250 MM CLASS 52 DI PIPE	7.000 M				
0910	823.321 250 MM GATE VALVE WITH BOX	1.000 EA				
0920	827.33 TRENCH INSULATION	100.000 M				
	SECTION 0001 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, PIN No. **10012.00** for **Highway Improvements** in the town of **Milo**, County of **Piscataquis**, 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 **August 22, 2008**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 10012.00 - Highway Improvements - in the town of Milo,

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, Revision of December 2002, 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 Revision of December 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, 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, PIN No. **10012.00** for **Highway Improvements** in the town of **Milo**, County of **Piscataquis**, 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 **August 22, 2008**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 10012.00 - Highway Improvements - in the town of Milo,

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, Revision of December 2002, 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 Revision of December 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, 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, 2003. 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, Revision of December 2002.

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, Revision of December 2002, Standard Details Revision of December 2002, 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 Revision of December 2002 (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, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, 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 on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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)

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and 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.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and 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

.....

SPECIAL PROVISION

SECTION 102.3

**EXAMINATION OF DOCUMENTS, SITE AND OTHER INFORMATION
(Geotechnical Information)**

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. Geotechnical Information is available at the Maine Department of Transportation office on Child Street, Augusta, Maine. Geotechnical Information will be provided to interested parties who request this information. Requests for this information should be directed to the Project Manager as outlined in the "Notice to Contractors".

The Department shall not be responsible for Bidder's and Contractor's interpretations of, or estimates or conclusions drawn from, the Geotechnical Information. Data provided may not be representative of the subsurface conditions between the boring locations.

This section does not diminish the duties imposed upon parties in Section 102 or in any other sections.

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

Title of Project ----- Highway Improvement, Route 6/11/15

Location of Project -- Milo, Maine in Piscataquis County

**2007 Fair Minimum Wage Rates
 Highway & Earthwork Piscataquis County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$12.88	\$6.70	\$19.58	Ironworker - Reinforcing	\$18.00	\$10.00	\$28.00
Backhoe Loader Operator	\$13.69	\$3.89	\$17.58	Ironworker - Structural	\$14.75	\$0.52	\$15.27
Bricklayer	\$21.00	\$2.62	\$23.62	Laborers/Helper/Tender	\$10.75	\$3.52	\$14.27
Bulldozer Operator	\$17.03	\$5.15	\$22.18	Laborer - Skilled	\$11.50	\$1.13	\$12.63
Cable Splicer	\$18.50	\$3.56	\$22.06	Line Erector - Power	\$18.01	\$3.71	\$21.72
Carpenter	\$16.50	\$1.84	\$18.34	Loader Op, Front-End	\$15.40	\$4.80	\$20.20
Carpenter - Rough	\$15.00	\$2.11	\$17.11	Mechanic - Maintenance	\$16.00	\$4.92	\$20.92
Cement Mason/Finisher	\$12.88	\$1.23	\$14.11	Millwright	\$19.50	\$5.36	\$24.86
Commun Trans Erector	\$17.49	\$4.04	\$21.53	Painter	\$14.25	\$4.25	\$18.50
Concrete Mixing Plant Op	\$14.25	\$3.93	\$18.18	Paver, Bituminous	\$15.75	\$2.13	\$17.88
Concrete Pump Operator	\$15.40	\$7.96	\$23.36	Pipe/Steam/Sprinkler Fitter	\$20.00	\$4.45	\$24.45
Crane Op =>15 Tons	\$19.50	\$4.70	\$24.20	Pipelayer	\$15.00	\$1.19	\$16.19
Crusher Plant Operator	\$15.00	\$3.36	\$18.36	Roller Operator, Earth	\$12.80	\$4.63	\$17.43
Driller, Rock	\$14.75	\$2.10	\$16.85	Roller Op, Pavement	\$17.33	\$7.80	\$25.13
Electrician, Licensed	\$21.00	\$4.27	\$25.27	Screed Operator	\$15.35	\$3.38	\$18.73
Electrician Hlpr (Licensed)	\$14.00	\$1.89	\$15.89	Stone Mason	\$16.24	\$2.04	\$18.28
Excavator Operator	\$15.00	\$1.99	\$16.99	Truck Driver, Light	\$13.75	\$1.26	\$15.01
Fence Setter	\$11.75	\$1.44	\$13.19	Truck Driver, Medium	\$12.50	\$3.47	\$15.97
Flagger	\$7.50	\$0.00	\$7.50	Truck Driver, Heavy	\$11.00	\$1.13	\$12.13
Grader/Scraper Operator	\$16.63	\$2.37	\$19.00	Truck Driver, Tractor Trlr	\$12.00	\$1.88	\$13.88
Hgway Wrkr/Guardrail Inst	\$10.50	\$1.70	\$12.20	Truck Driver, Mixer, Cemnt	\$10.30	\$1.15	\$11.45
Hot Top Plant Operator	\$17.54	\$7.94	\$25.48				

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

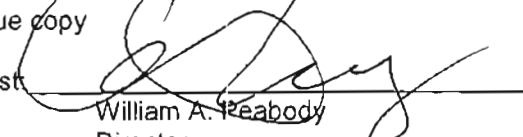
Welders are classified in the trade to which the welding is incidental.

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

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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 with the Secretary of State.

Determination No: HI-045-2007
 Filing Date: May 9, 2007
 Expiration Date: 12-31-2007

A true copy
 Attest: 
 William A. Peabody
 Director

March 14, 2007
Supersedes March 3, 1966

Non-federal Projects Only

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

Town: **Milo**
Project: **STP-1001(200)X**
PIN: **010012.00**
Date: **May 15, 2007**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

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

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction, unless otherwise provided.

Overview:

Utility/Railroad	Aerial	Underground	Railroad
Bangor Hydro-Electric Co.	X	None	None
Verizon	X	X	None
Time Warner Cable	X	None	None
Milo Water District	None	X	None
Milo Water District (Sewer)	None	X	None

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plants are shown on the highway construction plans.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Manholes, valve boxes, service connections, and similar incidental utility plants are to be adjusted in cooperation with work being done by the Contractor.

DIG SAFE

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1-888- 344-7233

Town: **Milo**
Project: **STP-1001(200)X**
PIN: **010012.00**
Date: **May 15, 2007**

AERIAL

1. Verizon plans to install 29 new poles, run new cables on the new poles, and remove the old cables and old poles. Estimated time for the work is 82 working days.
2. Bangor Hydro-Electric Company plans to transfer existing conductors on the new poles. Estimated time for the work is 15 days.
3. Time Warner plans to transfer existing cables on the new poles. Estimated time for the work is 15 working days.

SEQUENCE OF AERIAL WORK:

1. Verizon to set new poles.
2. Bangor Hydro-Electric Company to transfer existing conductors onto the new poles.
3. Time Warner to transfer existing cables to the new poles.
4. Verizon to run new cables and transfer existing cables onto the new poles.

UNDERGROUND

1. From Station 1+000 to Station 1+440, Verizon has both direct buried cable and concrete encased conduit system. They plan to discontinue the use of their direct bury cable. They plan to run a new aerial cable to replace this direct bury cable. This direct bury cable shall remain in use until the new aerial cable has been activated. The concrete encased conduit system shall remain as is.
2. Milo Water District plans to include their sewer work in the Department Contract. The Contractor will be required to bid both the highway items and the sewer items. These two (2) items shall be combined for awarding this Contract.
3. Milo Water District has a new water main on the left from Station 1+000 to Station 2+590. They do not anticipate doing any work on this main except to adjust gate valve boxes and hydrants. The District has approximately 24 gate valve boxes to adjust. Estimated time per gate valve box is 2 hours. The District has 8 hydrants to relocate. Estimated time per hydrant is 1 day.

CONTRACTOR

1. Contractor work on the highway drainage from Station 1+000 to Station 1+440 on the right cannot be done until the new aerial cable, which is to replace the direct bury cable, has been activated.
2. Since the existing water main and the proposed highway drainage from Station 1+000 to Station 2+590 on the left may have possible conflict, a number of test holes may be required prior to the installation of the highway drainage. These test holes shall be incidental to item numbers 605.09, 605.10, and 605.13.

Town: **Milo**
Project: **STP-1001(200)X**
PIN: **010012.00**
Date: **May 15, 2007**

3. Since there may be possible conflict between Verizon existing conduit system and the proposed highway drainage, a number of test holes may be required from Station 1+000 to Station 1+440 on the right . These test holes shall be incidental to item numbers 605.09, 605.10, and 605.13.
4. The proposed test holes for both water and telephone shall be discussed in greater detail at the Pre-Construction Utility Meeting. These test holes cannot be accomplished until an authorized representative from the respective utilities are present.
5. If there is a conflict between the Department's Special Provision and the District Special Provision, the most stringent Special Provision shall rule.
6. It is the responsibility of the Contractor to layout all of the proposed utility facilities (both aerial and underground) in the field prior to the start of construction. This layout shall be done with an authorized representative from each utility present.

UTILITY SPECIFIC ISSUES

Any tree removal or tree trimming required within ten (10) feet of the electrical conductors must be done by a qualified contractor. A list of tree removal contractors qualified to remove trees or limbs within ten (10) feet of the electrical conductors may be obtained from the power company.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

Any times and dates mentioned are estimates only and are based on one (1) crew and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three [3] weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

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

Town: **Milo**
Project: **STP-1001(200)X**
PIN: **010012.00**
Date: **May 15, 2007**

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities.

SAFE PRACTICES AROUND UTILITY FACILITIES

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, chapter 7-A, Sections 751 – 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00 p.m. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

Town: Milo
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The following information is for both new poles and existing poles to remain or to be removed:

ELM ST. (Routes 6, 11 and 16)		
STATION	OFFSET	REMARKS
1+060	7 Meters Right	Back of Sidewalk - New
1+084	7 Meters Right	Back of Sidewalk - New
1+121	7 Meters Right	Back of Sidewalk - New
1+149	7 Meters Right	Back of Sidewalk – Need 1 Meter addition in Right of Way - New
1+190	7 Meters Left	New
1+189	Right	Existing pole to be removed and omitted
1+215	7 Meters Right	Back of Sidewalk – Service pole - New
1+232	7 Meters Left	New
1+267	7 Meters Right	New
1+275	7 Meters Left	New
1+316	7 Meters Right	Back of Sidewalk - New
1+343	6 Meters Left	Bangor Hydro-Electric pole ONLY - New
1+380	6 Meters Left	Bangor Hydro-Electric ONLY - New
1+417	9 Meters Left	Existing pole to remain
STATION	OFFSET	REMARKS
1+426	Left	Existing pole to be removed and omitted
1+426	7 Meters Right	Back of Sidewalk – Needs 1 Meter of additional Right of Way - New
1+464	7 Meters Left	New
1+463	Right	Existing pole to be removed and omitted
1+502	7 Meters Left	Back of Sidewalk
1+505	Right	Existing pole to be removed and omitted

Town: Milo
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ELM ST. (Routes 6, 11 and 16)		
1+546	Left	Existing pole to remain
1+590	Left	Existing pole to remain
1+625	Left	Existing pole to remain
1+679	Left	Existing pole to remain
1+729	Left	Existing pole to remain
1+775	Left	Existing pole to remain
1+816	Left	Existing pole to remain
1+895	Left	Existing pole to remain
1+935	Left	Existing pole to remain
2+007	6.5 Meters Left	New Pole
2+010	Left	Existing pole to be removed
2+058	Left	Existing pole to remain
2+092	Left	Existing pole to remain
2+146	Left	Existing pole to remain
2+188	Left	Existing pole to remain – Needs curbing around pole
2+231	Left	Existing pole to remain
2+278	Left	Existing pole to remain
2+334	Left	Existing pole to remain
2+379	Left	Existing pole to remain
2+431	Left	Existing pole to remain
2+471	Left	Existing pole to remain
2+517	Left	Existing pole to remain
2+576	Left	Existing pole to remain
1+606	7 Meters Right	Back of Sidewalk - New
1+735	7 Meters Right	Back of Sidewalk - New
1+781	7 Meters Right	Back of Sidewalk - New
1+897	7 Meters Right	Back of Sidewalk - New
1+961	Right	Existing pole to remain
STATION	OFFSET	REMARKS
2+517	Right	Existing pole to remain – need to move ditch around pole
2+587	Right	Existing pole to remain
MAIN ST. (Route 6 & 16)		
8+017	Right	Existing Verizon Riser Pole – Adjustment will be

Town: **Milo**
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ELM ST. (Routes 6, 11 and 16		
		determined in the field.

Some of the above proposed and existing pole locations may be revised. This shall be discussed in greater detail at the Pre-Construction Utility Meeting.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Limitations of Operations)

The Contractor will be allowed to commence work and end work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following Web address (http://www.maine.gov/dmr/sunrise_table.htm). Contractor will be allowed to enter roadway at Sunrise and must be off the roadway before Sunset. Any work outside these times will require nighttime lighting and safety attire.

SPECIAL PROVISION 105
CONSTRUCTION AREA

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

- (a) The section of highway under construction beginning at Sta. 1+004.000 and ending at Sta. 2+590.000 of the construction centerline plus approaches.
- (b) (Rte's 6/11/16) The section of highway under construction beginning at Sta. 1+004.000 and ending at Sta. 2+590.000 of the new construction centerline plus approaches.

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

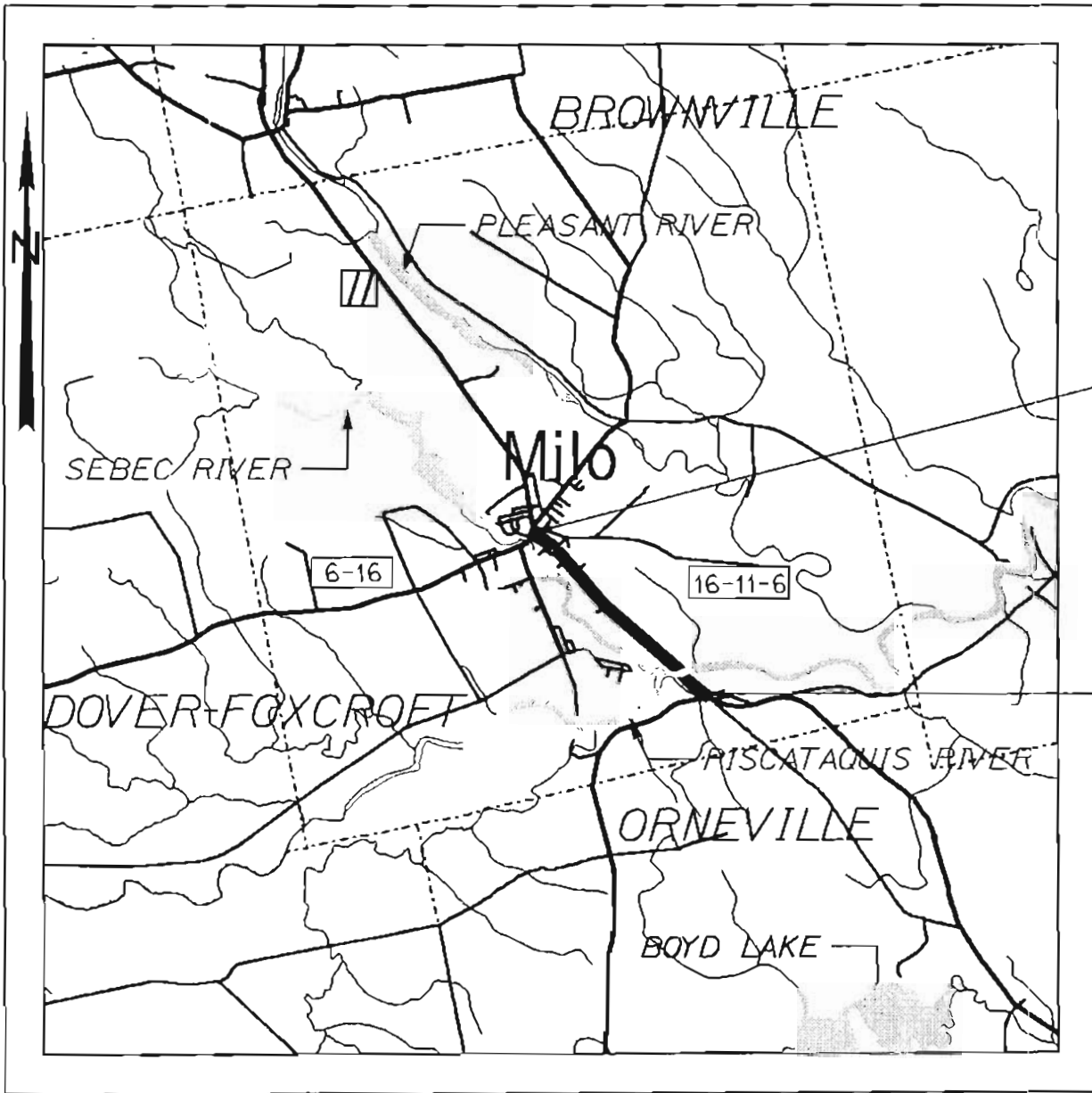
- A. *Must be procured from the municipal officers for a construction area within that municipality;*
- B. *May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*
 - (1) *Withholding by the agency contracting the work of final payment under contract; or*
 - (2) *The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;
- C. *May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*
- D. *For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the **Town of Milo** 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.



STA. 1+004
PROJECT

STA. 2+
END P

LOCATION MAP



Scale in Kilometers

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued 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.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work – Projected Payment Schedule)

Description The Contractor shall also provide the Department with a Quarterly Projected Payment Schedule that estimates the value of the Work as scheduled, including requests for payment of Delivered Materials. The Projected Payment Schedule must be in accordance with the Contractor's Schedule of Work and prices submitted by the Contractor's Bid. The Contractor shall submit the Projected Payment Schedule as a condition of Award.

SPECIAL PROVISION
SECTION 107

TIME

(Limitation of Operations)

and

(Supplemental Liquidated Damages)

Where existing pavement carries traffic and is removed to install (or remove) drainage or utility structures, the pavement shall be replaced daily with a temporary pavement consisting of a minimum of 75 mm [3 inches] of acceptable hot or cold bituminous mixture. Cold bituminous mixture shall contain aggregates, asphalt cutbacks, liquefiers and wetting agents. No separate payment will be made for furnishing, placing, maintaining, and removing temporary pavement and all cost of such work will be considered incidental to the various drainage items.

Where existing pavement is excavated or covered by fill as a part of the general grading operations prior to November 1, 2007, the binder course of the hot mix asphalt pavement shall be installed and completed on or before November 1, 2007. Supplemental liquidated damages shall be assessed the Contractor in the amount of Five Hundred Dollars (\$500.00) per day for each calendar day, beginning November 2, 2007 that above stated binder course remains incomplete. This assessment of supplemental liquidated damages shall be in addition to the liquidated damages per calendar day, as specified in Section 107 of the Standard Specifications.

Assessments of Supplemental Liquidated Damages shall cease on November 15, 2007.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 1, 2007 and not be resumed until the Spring of 2008.

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

- 1) The contractor will be allowed to commence work on this project as long as all applicable plans as required under this contract have been submitted and approved and the office trailer is 100% complete.
- 2) The completion date for this contract is August 22, 2008.
- 3) The contractor shall cease all operations and have all lanes open to traffic and the roadway in safe operating condition as directed on the following dates :
 - June 29, 2007 by noon, and shall not commence work again until July 5, 2007 (4th of July).
 - August 31, 2007 by noon, and shall not commence work again until September 4, 2007 (Labor Day).
- 4) The contractor shall cease all operations and have all lanes open to traffic and the roadway in safe operating condition as directed on the following dates :
 - May 23, 2008 by noon, and shall not commence work again until May 27, 2008 (Memorial Day).
 - June 27, 2008 by noon, and shall not commence work again until July 7, 2008 (4th of July).

**SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(CONTAMINATED SOIL AND GROUNDWATER MANAGEMENT)**

General. The work under this specification shall be performed in conformance with all the procedures and requirements described herein for the following activities: contaminated soil handling, reuse, temporary stockpiling, transportation, storage and disposal and contaminated water handling, storage, treatment, and disposal. This specification also addresses contaminated soil location, identification and classification. The intent of this specification is to ensure that contaminated soil and/or water encountered during construction will be managed in a manner that protects worker health and safety, public welfare and the environment.

Environmental Site Conditions. The Maine Department of Transportation's Environmental Office (MDOT's-ENV.) has conducted a series of assessments related to the Route 6/11/16 Highway Improvement Project in Milo. An initial Phase I Environmental Assessment for the project area was completed to obtain a general understanding of the environmental conditions along the project corridor. Data garnered from this assessment was used to design a Modified, Phase II Contamination Assessment for the project. The primary focus of the assessments was to evaluate the type and extent of subsurface contamination along the project corridor. The Phase I Assessment included a review of relevant Maine Department of Environmental Protection's (MDEP's) and Environmental Protection Agency's (EPA's) databases and field reconnaissance of the project area. Underground utility representatives and other knowledgeable individuals were also queried for further information regarding environmental conditions within the project area. During Phase II, test borings were advanced along the project's length for investigative purposes. A photo-ionization detector (PID) was used to test soil boring samples from the explorations for volatile organic compound (VOC) concentrations indicative of petroleum products. (See *Identified Areas of Contamination* below). Select samples for laboratory testing were also taken to further aid in evaluating subsurface conditions. The results of these investigations indicate that the subsurface area along a portion of this project is adversely impacted. Data associated with this determination are available for review from the Hydrogeologist at MDOT's Environmental Office in Augusta (207-624-3100).

Identified Area of Contamination. The efforts put forth in the Phase I and Phase II portions of the contamination assessment identified two areas of soil contamination. These areas are designated as **Area A and Area B.**

Area A is defined as along Route 6/11/16, in the vicinity of the Milo Mini-Mart / Exxon Station, from approximately MDOT Survey Stations 1+190 to 1+230, predominantly left of centerline. Within **Area A**, poly-bag field samples screened with a photo-ionization detector (PID) calibrated to the appropriate MDEP specified set point ranged from 11 ppm gasoline equivalents to 1183 ppm gasoline equivalents. Contamination in **Area A** appears to be related to the past use and storage of petroleum products, such as gasoline and diesel. A soil sample was collected from an exploration within **Area A** to further define the contamination. The sample was collected from an exploration located at Survey Station 1+215, 3.4 m left of centerline, at approximately 2.1 m below ground surface (bgs). The sample was submitted for laboratory analysis for Gasoline Range Organics (GRO) and total lead. GRO and total lead were reported at 1,200 mg/kg and 13 mg/kg, respectively. The GRO concentration defines the soils as special waste per State remedial guidelines. As such, excavated soil from **Area A** will require special handling and/or disposal/treatment during construction. Lead at the level detected in the soil falls below State remedial guidelines.

The location of **Area B** is defined as along Route 6/11/16, from approximately Station 2+110 to Station 2+190, predominantly right of centerline. This soil contamination is most likely related to the use and storage of petroleum products, such as gasoline or diesel. Laboratory results of a sample taken from Station 2+180, 2.5 m left of centerline, at approximately 2.1 m bgs tested for GRO, diesel range organics (DRO) and total lead indicated concentrations of 75 mg/kg of GRO, 24 mg/kg DRO and 11 mg/kg total lead in the soil. Gasoline and diesel range organics at these concentrations define the soils as special waste per State remedial guide lines and thus, if encountered, they will require special handling and/or disposal/treatment during construction. **(NOTE: Contaminated soils exist at depth within AREA B. None are likely to be unearthed with excavation limits as presently proposed. Their treatment is described here as a precaution in the event field conditions change).**

Identifying and Screening Contaminated Soil and Groundwater. Within the contaminated sections designated **Area A and Area B**, excavated soils will be classified by the Engineer (or an MDOT-ENV representative) based on their visual and olfactory evidence of contamination and by photo-ionization detector (PID) field screening. Field screening with a PID shall be performed according to the MDEP “Jar/Poly Bag Headspace Technique” contained in Appendix Q of *Regulations for Registration, Installation, Operation and Closure of Underground Oil Storage Facilities, Chapter 691* (MDEP 12/24/96) and using MDEP’s May 1995 calibration set-points.

The excavated soils shall be classified as Group 1, Group 2 or Group 3.

Group 1 soils shall have photo-ionization detector (PID) field screening measurements will indicating relative concentrations of VOCs less than or equal 20 parts per million (ppm) as measured in the soil headspace.

Group 2 soils shall have PID field screening measurements indicating VOC concentrations greater than 20 ppm and less than or equal to 1000 ppm and contain no “petroleum saturated” soils or free-phase petroleum product.

Group 3 soils shall have PID field screening measurements greater than 1000 ppm or be “petroleum saturated.” Analysis to determine “petroleum saturation” shall be performed according to MDEP guidance in *Procedural Guidelines for Establishing Standards for Remediation of Oil Contaminated Soil and Ground Water in Maine* (MDEP, 1/11/95).

Handling and Disposition of Soil Materials. Within **Area A and Area B**, soil material excavated during construction shall be handled as follows:

Group 1 soils are not considered contaminated. Thus, special handling and disposal are not required for Group 1 soils.

Group 2 soils shall be placed back into the their excavation section of origin. The Contractor shall make every attempt to side cast any Group 2 soils next to their excavation site. Upon completion of the given constructional feature, the Group 2 soils shall be placed back into the excavation. Group 2 materials not handled in this manner shall be considered Surplus Group 2 soils. Surplus Group 2 soils must be disposed of or treated at a facility licensed by the MDEP to accept petroleum contaminated special waste. The Contractor is solely responsible for obtaining the associated permits and approvals for the disposal or treatment of the Surplus Group 2 soils from all relevant Municipal, State, and Federal agencies at no additional cost to the State. Notification shall be given to the Engineer once approval is granted for the acceptance of this material at the off site facility. No removal of Surplus Group 2 soils from the project shall occur without prior approval by the Engineer. If any Surplus Group 2 soils cannot be transported to the pre-approved, properly licensed facility within 8 hours of their excavation, they must be placed in a Temporary Secure Stockpile Area somewhere within the project limits (See Temporary Secured Stockpile Area below).

Group 3 soils shall not be excavated without prior approval by the Engineer. The Contractor shall arrange and undertake disposal of all Group 3 soils at a landfill or treatment facility licensed to accept petroleum contaminated special waste. The Contractor is responsible for all additional testing required by the disposal facility. Group 3 soils that cannot be disposed of within 8 hours of excavation shall be stored in a secured stockpile area. If the Contractor proposes other disposal or treatment options, the Contractor is solely responsible for obtaining

the associated permits and approvals from all relevant Municipal, State, and Federal agencies at no additional cost to the State.

The Engineer is responsible for signing any manifests or bills of lading required to transport and dispose of contaminated soil. The Engineer will send all manifests to MDOT, Motor Transport Services, Station 26, Augusta, Maine 04333.

Trench and Underdrain/Stormdrain Design in Contaminated Section. In the general areas of contamination (e.g., **Area A and Area B**), no work will be directed toward the installation of any underdrain or stormdrain systems.

Secured Stockpile Area. Direct transport of Surplus Group 2 or Group 3 soils to a pre-approved management facility is recommended. However, should the Contractor temporarily store any Surplus Group 2 or Group 3 soils at the site for more than 8 hours following excavation, they must be placed into a properly constructed Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area must be constructed as defined herein and must be approved by the Engineer prior to its use.

Should the Contractor utilize a Secured Stockpile Area, they shall install a continuous one-foot (0.30 m) high compacted soil berm around the Secured Stockpile. The Secured Stockpile shall be placed on a liner of 20-mil polyethylene and securely covered with 20-mil polyethylene. The polyethylene liner and cover shall be placed over the soil berm and be installed to ensure that precipitation water drains directly to the outside of the berm perimeter while leachate from the contaminated soil is retained within the stockpile. The Secured Stockpile and soil berm shall be enclosed within a perimeter of concrete Jersey barriers or wooden barricades. The area within the Jersey barriers (or wooden barricades) shall be identified as a "restricted area" to prevent unauthorized access to the contaminated soils.

Secured Stockpile Area - Materials.

- A. Polyethylene. Polyethylene used for liner in the Secured Stockpile Area shall have a minimum of 20-mil thickness and shall meet the requirements of ASTM D3020.
- B. Common Borrow. Fill used in the construction of the Temporary Secured Stockpile Area soil berm shall consist of Common Borrow and meet the requirements of Section 703.18
- C. Concrete Barriers or Wooden Barricades. Concrete barriers or Wooden Barricades to form the sides of the Temporary Secured Stockpile Area shall meet the requirements of Section 526 or 652.05.

Health and Safety/Right-to-Know. Contractors and Subcontractors are required to notify their workers of the history of the site and contamination that may be present and to be alert for evidence of contaminated soil and groundwater. The Contractor shall notify the Engineer at least three business days prior to commencing any excavation in **Area A or Area B.**

The Contractor shall prepare a site specific Health and Safety Plan (HASP) for its workers and subcontractors who may work in the contaminated area of the site. A Qualified Health and Safety Professional shall complete the HASP. The Qualified Health and Safety Professional will be an expert in field implementation of the following federal regulations:

- 29 CFR 1910.120 or 29 CFR 1926.65 Hazardous Waste Operations and Emergency Response
- 29 CFR 1910.134 Respiratory Protection
- 29 CFR 1926.650 Subpart D - Excavations
- 29 CFR 1926.651 General Requirements
- 29 CFR 1926.652 Requirements for Protective Systems

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 contaminated section. The Competent Person shall have certified training and experience in field implementation of the aforementioned regulations.

MDOT is voluntarily ameliorating the contamination in **Area A and Area B.** The remedial efforts defined herein have been reviewed and approved by MDEP. Given that this is a voluntary clean up effort approved by a regulatory agency, the OSHA requirements as defined in 29 CFR 1910.120 apply. These requirements mandate that workers and subcontractors working in the contaminated area shall be trained in Health and Safety procedures according to the OSHA regulations for Hazardous Waste Operations and Emergency Response, be current in their annual OSHA refresher course, and be medically monitored in compliance with these OSHA regulations.

Work inside contaminated trench sections may be subject to OSHA's permit-required confined space regulations under 29 CFR 1910.146.

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

Health and Safety Monitoring. Within the contaminated area of the project, the Contractor's designated Competent Person shall monitor the worker breathing zone for those constituents specified in the Contractor's HASP. The Contractor shall provide all required health and safety monitoring equipment.

Dewatering. Within **Area A and Area B** groundwater is not anticipated during excavation for roadway basing and drainage enhancement. However, should its removal become necessary to complete work it will be treated as "contaminated" water. The Contractor shall inform the Engineer before any dewatering commences. The "contaminated" water shall be pumped into a temporary holding tank(s). The Contractor will be responsible for the procurement of any holding tank(s). Any testing, treatment and/or disposal of the stored, motor fuel contaminated, water shall be undertaken by the Contractor in accordance with applicable Federal, State and local regulatory requirements.

On-Site Water Storage Tanks - Materials. If dewatering within the identified contaminated area becomes necessary the holding tanks used for temporary storage of contaminated water pumped from excavations shall be contamination-free and have a minimum capacity of 7,500 liters (2,000 gallons).

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during construction process in potentially contaminated areas. As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

Unanticipated Contamination. If the Contractor encounters previously undiscovered contamination or potentially hazardous conditions related to contamination, the Contractor shall suspend work and secure the area. The contractor will then notify the Engineer immediately. These potentially hazardous conditions include, but are not limited to, buried containers, drums, tanks, "oil saturated soils", strong odors or the presence of petroleum sufficient to cause a sheen on the groundwater. The area of potential hazard shall be secured to minimize health risks to workers and the public and to prevent a release of contaminants into the environment. The source of the suspected contamination will be evaluated by the Engineer (or MDOT's-ENV representative). As appropriate, the Engineer will notify the Maine Department of Environmental Protection's Response Services Unit in Bangor and MDOT's Environmental Office. The Milo Fire Department and the Maine Fire Marshall's Office must also be notified prior to removal of buried storage tanks and associated piping. The Contractor will evaluate the impact of the hazard on construction, amend the HASP if necessary, and with the Engineer's approval recommence work in accordance with the procedures of this Special Provision.

Method of Measurement. There will be no measurement for identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Measurement for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by lump sum.

Measurement of the off site treatment or disposal of Surplus Group 2 and all Group 3 soils will be by the Mega Gram of Special Excavation.

There will be no measurement for construction of a Temporary Secured Stockpile Area. Construction of a Temporary Secured Stockpile Area, if necessary, is considered incidental to project construction. There will be no measurement for hauling Surplus Group 2 material or Group 3 soils to the Temporary Secure Stockpile area or placement and removal of Surplus Group 2 or Group 3 soils in or out of the Temporary Secure Stockpile area. All hauling and any subsequent management/placement of contaminated soils are considered incidental to project construction.

There will be no measurement for additional laboratory testing of contaminated soil that is required by the landfill or treatment facility. Testing is incidental to the disposal of Special Excavation.

Measurement for the following items shall be according to Subsection 109:04 (“Change Order”/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Basis of Payment. There will be no payment for the identification and environmental screening of contaminated soil material (this will be done by the Engineer or MDOT-ENV representative).

Payment for the development of a Health and Safety Plan (HASP) and providing health and safety equipment and personnel shall be by the lump sum

Payment for off site disposal or treatment of contaminated Surplus Group 2 and all Group 3 soils at a MDEP licensed facility shall be by the Mega Gram of Special Excavation.

There will be no payment for the construction of the Temporary Secured Stockpile Area or hauling/management/placement of contaminated soils to the Temporary Secured Stockpile Area. The Temporary Secured Stockpile Area shall be considered incidental to project construction.

Payment for the following items shall be according to Subsection 109:04 (“Change Order”/Force Account): any necessary contaminated water holding tank(s); and treatment or disposal of any contaminated ground water.

Pay Item		Pay Unit
203.2312	Health and Safety Plan (HASP)	L.S.
203.2333	Disposal/Treatment of Special Excavation	M.G

SPECIAL PROVISION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE

The following replaces Section 304.02, Aggregate, in the Standard Specifications.

304.02 Aggregate. Aggregates shall conform to the requirements specified in Standard Specification Section 703.06, Aggregate for Base and Subbase.

Aggregate Base

Aggregate base shall be material meeting 703.06 Type B aggregate for the entire 550 mm (22 in) depth of the base layer in the travel lane and 675 (27 in) depth below shoulder pavement in the full construction sections. For this project, Type E aggregate is not a Contractor option for aggregate base within the depths described above. Type B aggregate shall be paid for under Pay Item 304.08.

The portion of the material passing a 75 mm (3 in) sieve at the time it is deposited on the roadway shall conform to the gradation requirements of the contract. Oversized stones shall be removed before depositing on the roadway. Oversized stones are stones that will not pass a 100 mm (4 in) square mesh sieve.

The following is made part of Section 304:

If the Contractor wishes to route public traffic over the completed aggregate base course, the course shall be constructed with a minimum 50 mm (2 in) surcharge above the design grade. Whenever the surcharge is used, it shall be constructed with material meeting the requirements of Section 703.06, Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the aggregate base course subjected to public traffic including driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate base and construction of the next course.

The furnishing, placing, maintaining, and removal of the surcharge will not be paid for directly, but will be considered incidental to the Aggregate Base Course pay item.

Salvaged bituminous pavement may be used for surcharge provided all other requirements of 703.06 for Type D Aggregate are met. Salvaged bituminous pavement shall not be used as the top layer of the aggregate base course.

Special Provision
SECTION 400
RECYCLED ASPHALT PAVEMENT
(Excess material to State)

400.01 Description All salvaged pavement will become property of the State and will be hauled to the Milo Maintenance Yard. The contractor shall be responsible for hauling and stockpiling the salvaged pavement into a neat pile. The contractor may retain enough pavement to use as 2" of surcharge and for 10% RAP in new HMA. Salvaged bituminous pavement may also be used under driveways, entrances, and/or sidewalks. Pavement salvage shall be paid under Pay Item 202.20.

SPECIAL PROVISION
DIVISION 400
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

401.01 Description The Contractor shall furnish and place 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 Maine DOT 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
HMA Mixture Composition	703.09

401.021 Recycled Asphalt Materials Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department. If approved by the Department, the Contractor shall provide documentation stating the source, 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.

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.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO T312 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). The Contractor may use a maximum of 15% reclaimed asphalt pavement (RAP) in any base, binder, surface, or shim course. The Contractor may be allowed to use more than 15% RAP, up to a maximum of 25% RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix @ 50 gyrations for shimming and where required, a non-RAP design for bridge decks. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each required sieve size within the limits shown in Table 1 of section 703.09. The general composition limits given in Table 1 indicate the control points of mixtures permissible under this specification. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

- Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.)
- Stockpile Gradation Summary
- Design Aggregate Structure Consensus Property Summary
- Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)
- Trial Blend Test Results for at least three different asphalt contents
- Specific Gravity and temperature/viscosity charts for the PGAB to be used
- Recommended mixing and compaction temperatures from the PGAB supplier
- Material Safety Data Sheets (MSDS) For PGAB
- Asphalt Content vs. Air Voids trial blend curve
- Test report for Contractor's Verification sample

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 135 Mg [150 ton] for stone stockpiles, 70 Mg [75 ton] for sand stockpiles, and 45 Mg [50 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. 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. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. 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 within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010.

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 adjusted up to 5 percentage points from the amount listed on the JMF but shall not exceed the maximum allowable percentage for RAP for the specific application.

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
	N _{initial}	N _{design}	N _{max}	Nominal Maximum Aggregate Size (mm)						
				25	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
≥ 30										

*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.

401.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant – allowable range 135° to 163°C [275 to 325°F]
At the Paver – allowable range 135° to 163°C [275 to 325°F]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Bituminous Pavement, PGAB shall be 64-28, except that for mixtures containing greater than 15% but no more than 25% RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26-01 Certifying Suppliers of PGAB.

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.

The Contractor may place Hot Mix Asphalt Pavement for use other than a traveled way wearing course in either Zone between the dates of April 15th and November 15th, provided that the air temperature as determined by an approved thermometer (placed in the shade at the paving location) is 4°C [40°F] or higher and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 between the dates of May 1st and the Saturday following October 1st and in Zone 2 between the dates of April 15th and the Saturday following October 15th, provided the air temperature determined as above is 10°C [50°F] or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 4°C [40°F] or higher.

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 15th and the Saturday following September 15th.

On all sections of overlay with wearing courses less than 1 inch thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of June 1st and the Saturday following September 1st if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as “night work”.

401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M156.

a. Truck Scales When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108 - Payment, the scales shall be inspected and sealed by the State Sealer 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 20 Kg [50 pound] masses for scale testing.

401.072 Automation of Batching Batch plants shall be automated for weighing, recycling, and monitoring the system. In the case of a malfunction of the printing system, the requirements of Section 401.074 c. of this specification will apply.

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.

All plants shall be equipped with an approved digital recording device. The delivery slip load ticket shall contain information required under Section 108.1.3 - Provisions Relating to Certain Measurements, Mass and paragraphs a, b, and c of Section 401.073

401.073 Automatic Ticket Printer System on Automatic HMA Plant An approved automatic ticket printer system shall be used with all approved automatic HMA plants. 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 requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

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

401.074 Weight Checks on Automatic HMA Plant 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. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket. The producer will be allowed a period of two days to make any needed repairs to the plant and/or platform scales so that the discrepancy in net weights between the two is less than 1.0%. 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. Effective corrective action shall be taken within two working days.

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.

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 Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the loaded truck except when unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

401.09 Pavers Pavers shall be self-contained, self-propelled units with an activated screed (heated if necessary) capable of placing courses of Hot Mix Asphalt Pavement in full lane widths on the main line, shoulder or similar construction.

On projects with no price adjustment for smoothness, pavers shall be of sufficient class and size to place Hot Mix Asphalt Pavement over the full width of the mainline travel way with a 3 m [10 ft] minimum main screed with activated extensions.

The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall 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 10 m [30 ft], a non-contact grade control with a minimum span of 7.3 m [24 ft], except that a 12 m [40 ft] reference shall be used on Expressway projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.101 - Surface Tolerances. The paver shall have 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. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as necessary.

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 MDOT

projects. On a daily basis, the Contractor shall perform nuclear density testing across the mat being placed, at 300 mm [12 in] intervals. If the values vary by more than 2.0% from the mean, the Contractor shall make adjustments 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

401.10 Rollers Rollers shall be static steel, pneumatic tire, 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 surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are attained and with the following requirements:

- a. At least one roller shall be a 14.5 Mg [16 ton] pneumatic-tired on bridges and variable depth courses as well as the first lift of pavement over gravel, a reclaimed pavement, or other irregular surface. When required by the Resident, the roller shall be ballasted to 18.1 Mg [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 when checking or cracking of the mat occurs, or on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

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.

401.101 Surface Tolerances The Department will check surface tolerance utilizing the following methods :

- a.) A 5 m [16 ft] straightedge or string line placed parallel to the centerline of pavement.
- b.) A 3 m [10 ft] straightedge or string line placed transverse to the centerline of pavement.

The Contractor shall correct variations exceeding 6 mm [$\frac{1}{4}$ in] 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 Departments use.

401.11 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. .

401.12 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.

401.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa·s.

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa·s and 0.300 Pa·s. The aggregate shall be coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 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.

On roads opened to two-way traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

401.16 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.

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.

401.17 Joints The Contractor shall construct wearing course transverse joints in such a manner that minimum tolerances shown in Section 401.101 - Surface Tolerances are met when measured with a straightedge.

The paver shall always maintain a uniform head of HMA during the 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 Department may allow feathered or "lap" joints on lower courses or when matching existing low type pavements.

Longitudinal joints shall be constructed in a manner that will best ensure joint integrity. Methods or activities that prove detrimental to the construction of sound longitudinal joints will be discontinued.

The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 75 mm [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.

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

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 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 field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

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

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)

- e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement
- l. Examples of Quality Control forms including a daily plant report and a daily paving report
- m. Silo management and details (can show storage for use on project of up to 36 hours)
- n. Provisions for varying mix temperature due to extraordinary conditions
- o. Name and responsibilities of the Responsible onsite Paving Supervisor
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing.
- r. A note detailing conditions under which the percent of RAP will vary from that specified on the JMF.s. A note detailing when production will be halted due to QC testing results.

The QCP shall include the following technicians together with these minimum requirements:

a. QCP Administrator - A qualified individual shall administer the QCP. 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 its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).

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. 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 Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies:

TABLE 2 : 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 (Surface)	1 per 115 Mg [125 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 225 Mg [250 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 450 Mg [500 ton]	AASHTO T 312*
Gradation	1 per 450 Mg [500 ton]	AASHTO T30
PGAB content	1 per 460 Mg [500 ton]	AASHTO T164 or T308
Voids at N_{design}	1 per 450 Mg [500 ton]	AASHTO T 312*
Voids in Mineral Aggregate at N_{design}	1 per 450 Mg [500 ton]	AASHTO T 312*
Rice Specific Gravity	1 per 450 Mg [500 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 4500 Mg [5000 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 4500 Mg [5000 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 4500 Mg [5000 ton]	AASHTO T304

*Method A and B only.

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.

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 10 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A , B and C only)].

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, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 2. The Contractor shall locate an approved SHRP Gyrotory Compactor at the plant testing lab or within 30 minutes of the plant site.

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. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 900 Mg [1000 ton] placed.

The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below.

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm and Nominal Max sieves	Target +/-4.0
Passing 2.36 mm sieve	Target +/-2.5
Passing .075 mm sieve	Target +/-1.2
PGAB Content*	Target +/-0.3
Voids in the Mineral Aggregate	LCL = LSL + 0.2
% Voids at N_{design}	JMF Target +/-1.3

*Based on AASHTO T 308

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

- a. Methods A and B: The Pay Factor for VMA, Voids @ N_d , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85. Method C: The Pay Factor for VMA, Voids @ N_d , Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve or percent passing 0.075 mm sieve using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. Each of the first 2 control tests for the lot fall outside the upper or lower limits for VMA, Voids @ N_d , or Percent PGAB. This includes any case where both tests are out on the same, or different properties.
- d. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- e. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- f. The Contractor fails to follow the approved QCP.
- g. The Contractor's control chart shows the process 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 3: Control Limits.

Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements will be produced. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the specification limits.

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.

401.19 Quality Control Method D For Items covered under Method D, the Contractor shall submit a modified QC Plan detailing, how the mix is to be placed, what equipment is to be used, and what HMA plant is to be used. All mix designs (JMF) shall be approved and verified by MDOT prior to use. Certified QC personnel shall not be required. The Contractor shall certify the mix and the test results for each item by a Certificate of Compliance.

401.20 Acceptance Method A, B & C These methods utilizes Quality Level Analysis and pay factor specifications.

For Hot Mix Asphalt Pavement designated for acceptance under Quality Assurance provisions, the Department will sample once per subplot on a statistically random basis, test, and evaluate in accordance with the following Acceptance Criteria:

TABLE 4: ACCEPTANCE CRITERIA

PROPERTIES	POINT OF SAMPLING	TEST METHOD
Gradation	Paver Hopper	AASHTO T30
PGAB Content	Paver Hopper	AASHTO T308
%TMD (Surface)	Mat behind all Rollers	AASHTO T269
%TMD (Base or Binder)	Mat behind all Rollers	AASHTO T269
Air Voids at N_d	Paver Hopper	AASHTO T 312
%VMA at N_d	Paver Hopper	AASHTO T 312
Fines to Effective Binder	Paver Hopper	AASHTO T 312
%VFB	Paver Hopper	AASHTO T 312

On the first day of production in the current calendar year, or the first day of production of a new JMF the Department will take three random samples, which will be used to calculate the quality level of the in-place material in the event the lot is terminated prematurely. Only one of the three will be tested, the other two will be held onsite until at least three random samples have been taken, at which time the other two will be discarded.

Lot Size For purposes of evaluating all acceptance test properties, a lot shall consist of the total quantity represented by each item listed under the lot size heading.

If the Department terminates a Lot prematurely, the samples from the first days production will be used to calculate a volumetric pay factor, and a minimum of three cores will be used for a density pay factor, if applicable, for quantities placed to date.

Sublot size The quantity represented by each sample will constitute a subplot. . If there is insufficient quantity in a lot to make up at least four sublots, then the lot quantity will be divided into four equal sublots for mix properties and five sublots for percent TMD.

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

shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot.

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory, as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. The Department will take the sample randomly within each subplot. Target values shall be as specified in the JMF. The Department will use Table 5 for calculating pay factors for gradation, PGAB Content, Air Voids at N_{design} , VMA, Fines to Effective Binder and VFB. 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 Contractor's results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

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 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, 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 50 m [150 ft].

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 6 inch diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous 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.

401.201 Method A Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4050 Mg [4500 tons], with unanticipated over-runs of up to 1350 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 675 Mg [750 ton] for mixture properties, 450 Mg [500 ton] for base or binder densities and 225 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 5: METHOD A ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-4%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

401.202 Method B Lot Size will be the entire production per JMF for the project and shall be divided into 3 equal sublots for Mixture Properties and 3 equal sublots for density.

TABLE 6: METHOD B ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
Air Voids	4.0% +/-2.0
Fines to Effective Binder	0.6 to 1.4
Voids in the Mineral Aggregate	LSL from Table 1
Voids Filled with Binder	Table 1 plus a 4% production tolerance for USL.
% TMD (In-place Density)	95.0% +/- 2.5%

401.203 Testing Method C Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 4050 Mg [4500 tons], with unanticipated over-runs of up to 1350 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 675 Mg [750 ton] for mixture properties, 450 Mg [500 ton] for base or binder densities and 225 Mg [250 ton] for surface densities. The minimum number of sublots for mixture properties shall be 4, and the minimum number of sublots for density shall be five.

TABLE 7: METHOD C ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-4%
Passing 0.60 mm	Target +/-3%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

401.204 Testing Method D For hot mix asphalt items designated as Method D in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 225 Mg [250 ton] per pay item. The mix will be tested for gradation and PGAB content. Disputes will not be allowed. If the mix is within the tolerances listed in Table 8: Method D Acceptance Limits, the Department will pay the contract unit price. If the test results for each 225 Mg [250 ton] increment are outside these limits, the following deductions (Table 8b) shall apply to the HMA quantity represented by the test.

TABLE 8: METHOD D ACCEPTANCE LIMITS

Property	USL and LSL
Percent Passing 4.75 mm and larger sieves	Target +/-7
Percent Passing 2.36 mm to 1.18 mm sieves	Target +/-5
Percent Passing 0.60 mm	Target +/-4
Percent Passing 0.30 mm to 0.075 mm sieve	Target +/-3
PGAB Content	Target +/-0.5
% TMD (In-place Density)	95.0% +/- 2.5%

TABLE 8b Method "D" Price Adjustments

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%
Density	-10%*

*Only applies when called for in Section 403 - Hot Bituminous Pavement. Contractor shall cut two 150 mm [6 in] cores, which shall be tested for percent TMD per AASHTO T-269. If the average for the two tests falls below 92.5% the disincentive shall apply.

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

401.22 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 401.11, 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 below.

401.221 Price Adjustment for the Quality of Hot Bituminous Pavement (Methods A, B and C) The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

401.222 Pay Factor (PF) (Methods A and B) The Department will use density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B^e, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. The Department will evaluate materials using the following price adjustment factors under Section 106.7 - Quality Level Analysis.

The Department will apply price adjustments to the appropriate Hot Mix Asphalt Pavement pay items. Price adjustments shall be applied based on test results for each lot. If any pay factor for any single property (or composite gradation under Method A or B) falls below 0.85, the Contractor shall shut down the HMA plant.

If any single pay factor for PGAB Content, VMA, or Air Voids under :

- a. Method A falls below 0.75, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.
- b. Method B falls below 0.83, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

If the PGAB content for Method C falls below 0.75, then the PGAB pay factor shall be 0.55. If the percent passing the nominal maximum sieve, the 2.36 mm sieve, the 0.300 mm sieve or the 0.075 mm sieve for Method C falls below 0.75, then the composite pay factor for the four sieves shall be 0.55.

If the pay factor for Density falls below 0.80 for Method A or C or 0.83 for Method B, all of the cores will be randomly recut 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 for Method A or C or below 0.83 for Method B, 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 subplot 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.

TABLE 9: TABLE OF GRADATION COMPOSITE "f" FACTORS
(Methods A and B)

Constituent		"f" Factor			
		19 mm	12.5 mm	9.5 mm	4.75 mm
Gradation	25 mm	-	-	-	-
	19 mm	4	-	-	-
	12.5 mm		4	4	-
	9.50 mm				4
	2.36 mm	6	6	6	8
	1.18 mm				
	0.60 mm	2	2	2	2
	0.30 mm	2	2	2	2
	0.075 mm	6	6	6	8

For each lot of material, the Department will determine a price adjustment as follows:

Gradation The Department will determine a composite pay factor (CPF) using applicable price adjustment factors "f" from Table 9: Table of Gradation Composite "f" Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method

B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using acceptance limits from Table 5: Method A Acceptance Limits, for Method A and C or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Density For mixes having a density requirement, the Department will determine a pay factor using acceptance limits from Table 5: Method A Density Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will calculate the price adjustment for density as follows:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

Where

- PA = Price Adjustment
- Q = Quantity represented by PF in Mg [ton]
- P = Contract price per Mg [ton]
- PF = Pay Factor

The maximum pay factor for Density shall be 1.025.

PGAB Content, VMA and Air Voids For mixes having a Volumetric Properties requirement, the Department will determine a pay factor using acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will calculate the price adjustment for Volumetric Properties as follows:

$$PA = (\text{voids @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{VMA @ } N_d \text{ PF} - 1.0)(Q)(P) \times 0.20 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.10,$$

Where

- PA = Price Adjustment
- Q = Quantity represented by PF in Mg [ton]
- P = Contract price per Mg [ton]
- PF = Pay Factor

The maximum Composite Pay Factor for mixes having only a Volumetric requirement shall be 1.025.

Pay Factor (PF) (Method C) The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 7 for the type of HMA represented in the JMF. The Department will evaluate materials using the following price adjustment factors under Section 106.7 - Quality Level Analysis.

The Department will apply price adjustments to the appropriate Hot Mix Asphalt Pavement pay items. Price adjustments shall be applied based on test results for each lot. The Department will not make price adjustments for VMA, Voids at N_d , VFB or Fines to Effective Binder, but will monitor them as shutdown criteria, and continuation of JMF approval.

Density For mixes having a density requirement, the Department will determine a pay factor using acceptance limits from Table 7: Method C Acceptance Limits. The Department will calculate the price adjustment for density as follows:

$$PA = (\text{density PF} - 1.0)(Q)(P) \times 0.50$$

Where

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

The maximum pay factor for Density shall be 1.025.

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

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

Where

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

The maximum Composite Pay Factor for mixes having only a Binder Content and Gradation requirement shall be 1.025.

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

a. Dispute Resolution sampling 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 and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor 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 not more than two weeks, or until the sample is tested.

b. Disputing Acceptance results The Contractor may dispute the Department's Acceptance results and request (Methods A, B, & C) that the dispute resolution split sample be tested by notifying the Department's Resident and the QA Engineer at the Central Laboratory in Bangor in writing within two working days after receiving the results of the Acceptance test. 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 MDOT) of their split of the Acceptance sample indicating that the variances in Table 10: Dispute Resolution Variance Limits, for the specific test result(s) or property(ies) were exceeded.

c. Disputable items The Contractor may dispute any or all of the following test results when the difference between the Department’s value and the Contractor’s value for that test equals or exceeds the corresponding allowable variation in Table 10: Dispute Resolution Variance Limits, PGAB content, G_{mb} , and G_{mm} . In addition, if the allowable variation for these tests is not met or exceeded, the Contractor may dispute either or both of the following material properties provided the difference between results for them equals or exceeds the corresponding allowable variation in Table 10: Voids at N_{design} , and VMA. For Method C only, % passing may only be disputed on sieves which are used for price adjustments

d. Outcome 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. 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.

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

PGAB Content	+/-0.4%
G_{mb}	+/-0.030
G_{mm}	+/-0.020
Voids @ N_d	+/-0.8%
VMA	+/-0.8%
Passing 4.75 mm and larger sieves	+/- 4.0%
Passing 2.36 mm to 1.18 mm sieves	+/- 3.0%
Passing 0.60 mm	+/- 2.0 %
Passing 0.30 mm to 0.075 mm sieve	+/- 1.0%

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 - Bituminous Box

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 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If 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 30 m [100 ft] of bridge joints)
- Acceleration and deceleration lanes
- Shoulders and ramps
- Side streets and roads
- Within 30 m [100 ft] of transverse joints at the beginning and end of the project
- Within 30 m [100 ft] of railroad crossings
- Urban areas with speed limits of 50 kph [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.

ACCEPTANCE LIMITS	
Level	USL
I	1.10 m/km [70 in/mile]
II	1.25 m/km [80 in/mile]
III	1.40 m/km [90 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 401.101 Surface Tolerances.

Payment will be made under:

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

SECTION 403 - HOT BITUMINOUS PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of bituminous 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 bituminous pavement shall be composed of a mixture of aggregate, filler if required, and bituminous 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.

In addition, hot bituminous pavement placed on bridges shall also conform to the following requirements.

- a. The mixture shall be composed of aggregate, PGAB and mineral filler but no recycled asphalt pavement and placed in courses as specified in the Special Provisions.
- b. The bottom course shall be placed with an approved rubber mounted bituminous 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.
- e. After the top course has been placed, the shoulder areas shall be sealed 3 feet wide with two applications of an emulsified bituminous sealer meeting the requirements of 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.
- f. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot bituminous pavement.
- g. The atmospheric temperature for all courses on bridge decks shall be 50°F or higher.

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

403.05 Basis of Payment The accepted quantities of hot bituminous pavement will be paid for at the contract unit price per ton for the bituminous mixtures, including bituminous 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 Bituminous Pavement, for Method location).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.102 Hot Mix Asphalt Pavement for Special Areas	Ton
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	Ton
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	Ton
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	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
403.211 Hot Mix Asphalt (shimming)	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	Ton

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>200mm HMA</u>						
<u>Mainline Travelway and Trucklane Shoulder</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13,22
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	125mm	2/more	4,7,11,21,15
<u>75mm HMA</u>						
<u>Side/Approach Roads</u>						
Wearing	12.5 mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	40mm	1	5,7
<u>75mm HMA</u>						
<u>Shoulders</u>						
Wearing	12.5 mm	403.208	N/A	35 mm	1	5,7,13
Base	12.5 mm	403.213	N/A	40mm	1	5,7
<u>Drives, Misc.</u>						
Wearing	9.5 mm	403.209	N/A	50mm	2/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 58-28** to **PG 64-28** grading. The Contractor must stipulate the which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work.
2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract.
7. Section 106.6 Acceptance, (1) Method A.
9. Section 106.6 Acceptance, (2) Method C, as per Special Provision 401.
10. A **“FINE”** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used at the option of the contractor.
14. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
15. Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0 mm HMA base, and the 12.5mm HMA base layers placed prior to the winter suspension of work on the project. All work associated with this item will be required to be

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done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.

21. A **“FINE”** 19.0 mm mix with a gradation above or through the restricted zone shall be used for this item.
22. The final pavement surface shall be evaluated for smoothness in accordance with the Standard Specifications, revision of December 2002, Section 402 - Pavement Smoothness.

Tack Coat

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item #409.15 shall be applied to any existing pavement at a rate of approximately 0.08 L/m², and on milled pavement approximately 0.2 L/m², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.08 L/m².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Concrete Fill for Curb)

Description. This work shall consist of providing and placing concrete fill for the stabilization of curb.

MATERIALS

Materials. Concrete shall be in accordance with Standard Specification Section 502 - Structural Concrete, and shall be Class "Fill".

CONSTRUCTION REQUIREMENTS

At least 30 days prior to the first placement, a concrete fill mix design shall be submitted by the Contractor to the Department for approval. No concrete fill shall be placed on the project until the mix design is approved by the Department.

Concrete fill shall be placed at least to the pay limits shown on the plans. Forms may be omitted at the Contractor's option. Vibration of concrete will not be required.

Quality Control. One set of test cylinders for compressive strength will be required for each 50 cubic yards of concrete fill placed. Permeability cylinders will not be required.

Method of Measurement. Concrete Fill will be measured for payment by the number of cubic yards of concrete, in place, in accordance with the pay limits established, if such limits have been established. In the absence of pay limits, the Resident may use discretion to accept the delivered quantity as the measurement for payment.

Basis of Payment. Concrete Fill will be paid for at the contract unit price per cubic yard complete in place and accepted. This price shall include all materials, labor, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.56 Concrete Fill	Cubic Meter [Cubic Yard]

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10012.00

May 17, 2007

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Raised Island)

Description This work shall consist of furnishing and placing a Portland Cement Concrete pavement for raised islands and incidental construction as shown on the plans, or as directed by the Resident. Except as otherwise specified in this Special Provision, all work shall be in conformity with the applicable provisions of Section 502 - Structural Concrete and Section 503 - Reinforcing Steel.

MATERIALS

Concrete Concrete shall be Class A.

Reinforcing Steel Reinforcing steel shall be 152 x 152 – W1.4 x W1.4 Welded Steel Fabric as shown on the plans.

CONSTRUCTION REQUIREMENTS

Preparation of Foundation The foundation bed shall be well graded and compacted, as directed by the Resident, to provide the thickness of concrete indicated on the plans. Prior to the concrete placement, the foundation bed shall be thoroughly and uniformly saturated with water. The bed shall be free of puddles and excessive surface water.

Placement of Concrete The concrete mix shall be placed in a continuous placement operation. Control joints shall be constructed with a zip strip or approved equal, and placed transversely at 3 m [10 ft] on center. Depth of control joint shall be a minimum of 37.5mm [1.5in]

The surface of the concrete shall receive a float finish in accordance with Section 502.14(A) - Float Finish. Immediately following the float finish, the surface shall be textured at right angles to the roadway using an approved open-pile, stiff bristle broom raked finish.

The curing period for the concrete shall meet the requirements of Section 502.15 - Curing Concrete.

Method of Measurement Structural Concrete, Raised Islands, satisfactorily placed and accepted, will be measured for payment by the cubic meter [cubic yard], in accordance with the dimensions shown on the plans or authorized by the Resident.

Basis of Payment The accepted quantity of Structural Concrete, Raised Islands, will be paid for at the contract unit price per cubic meter [cubic yard], which payment will be full compensation for all labor, materials, equipment, and incidentals necessary to complete the work.

Payment for raised islands will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.3412 Structural Concrete, Raised Island	Cubic Meter [Cubic Yard]

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.3412	Structural Concrete Raised Island	-	C
FILL	502.56	Concrete Fill	-	C

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Quality Level Analysis)

502.01 Description In second sentence, replace "...METHOD B Small Quantity Product Verification..." with "...METHOD B Statistical Acceptance..."

502.05 Composition and Proportioning Delete Table 1 and replace with the following;

TABLE 1- Methods A and B

Concrete CLASS	Compressive Strength (PSI)		Permeability (COULOMBS)		Entrained Air (%)		Notes
	LSL	USL	LSL	USL	LSL	USL	
S	2,900	N/A	N/A	N/A	6.0	8.5	1, 5
A	4,350	-----	-----	2,400	6.0	8.5	1,2,5,6
P	-----	-----	-----	-----	5 ½	7 ½	1,2,3,4,5
LP	5,075	-----	-----	2,000	6.0	8.5	1,2,5,6
Fill	2,900	N/A	N/A	N/A	N/A	N/A	6

502.503 Delete and replace with the following;

“502.0503 Quality Assurance METHOD B The Department will determine the acceptability of the concrete through a quality assurance program.

The Department will take Quality Assurance samples a minimum of once per subplot on a statistically random basis. Quality Assurance tests will include compressive strength, air content and permeability.

Concrete sampling for quality assurance tests will be taken at the discharge point, with pumped concrete sampling taken at the discharge end of the pump line.

Lot Size A lot size shall consist of the total quantity represented by each class of concrete in the Contract, except in the case when the same class of concrete is paid for under both lump sum items and unit price items in the Contract; in this case, the lump sum item quantities shall comprise 1 lot and the unit price item quantities shall comprise a separate lot. A lot shall consist of a minimum of 3 and a maximum of 10 sublots. If a lot is comprised of more than 10 sublots, sized in accordance with Table #3, then this quantity shall be divided equally into 2, or more, lots such that there is a minimum of 3 and a maximum of 10 sublots per lot. If there is insufficient quantity in a lot to meet the recommended minimum subplot size, then the lot shall be divided into 3 equal sublots.

Sublot Size, General The size of each subplot shall be determined in accordance with Table #3. The Resident may vary subplot sizes based on placement sizes and sequence.

Sublot Size, Unit Price Items Sublot sizes will initially be determined from estimated quantities. When the actual final quantity of concrete is determined: If there is less than one-half the estimated subplot quantity in the remaining quantity, then this quantity shall be combined with the previous subplot, and no further Acceptance testing will be performed; if there is more than one-half the estimated subplot quantity in the remaining quantity, then this quantity shall constitute the last subplot and shall be represented by Acceptance test results. If it becomes apparent part way through a lot that, due to an underrun in quantity, there will be an insufficient quantity of concrete to comprise three sublots, then the Resident may adjust the sizes of the remaining sublots and select new sample locations based on the revised estimated quantity of concrete remaining in the lot.

Sublot Size, Lump Sum Items Each lot shall be divided into sublots of equal size, based on the estimated quantity of concrete.

TABLE 3

Quantity m ³ [cy]	Recommended Sublot Size m ³ [cy]
0-400 [0-500]	40 [50]
401-800 [501-1000]	60 [75]
801-1600 [1001-2000]	80 [100]
1601 [2001] or greater	200 [250]

Determination of the concrete cover over reinforcing steel for structural concrete shall be made prior to concrete being placed in the forms. Bar supports, chairs, slab bolsters, and side form spacers shall meet the requirements of Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice, Chapter 3 Section 2.5 Class 1, Section 2.6 Class 1A, or Section 4. All supports shall meet the requirements for type and spacing as stated in the CRSI Manual of Standard Practice, Chapter 3. Concrete will not be placed until the placing of the reinforcing steel and supports have been approved by the Resident. If the Contractor fails to secure Department approval prior to placement, the Contractor's failure shall be cause for removal and replacement at the Contractor's expense. The Contractor shall notify the Resident, at least 48 hours prior to the placement, when the reinforcing steel will be ready for checking. Sufficient time must be allowed for the checking process and any needed repairs.

Evaluation of materials will be made using the specification limits in Table 1.

Compressive strength tests will be completed by the Department in accordance with AASHTO-T22 at ≥ 28 days, except that no slump will be taken. The average of two concrete cylinders per subplot will constitute a test result and this average will be used to determine the compressive strength for pay adjustment computations.

Testing for Entrained Air in concrete, at the rate of one test per subplot, shall be in accordance with AASHTO T152.

Rapid Chloride Permeability test specimens will be completed by the Resident in accordance with AASHTO T-277 at an age \geq 56 days. Two 100 mm x 200 mm [4 in x 8 in] cylinders will be taken per subplot placed.

Surface Tolerance, Alignment and Trueness, Plumb and Batter, and Finish will be measured as described in Section 502.0502.

Rejection by Resident For an individual subplot with a calculated pay factor of less than 0.80, the Department will, at its sole discretion:

A. Require the Contractor to remove and replace the entire affected placement with concrete meeting the Contract requirements at no additional expense to the Department, or

B. Accept the material, at a reduced payment as determined by the Department. (See also Section 502.191)

For a lot in progress, the Contractor shall discontinue operations whenever one or more of the following occurs:

A. The pay factor for any property drops below 1.00 and the Contractor is taking no corrective action

B. The pay factor for any property is less than 0.90

C. The Contractor fails to follow the QC Plan”

502.18 Method of Measurement Under Section E. make the following change from “...Method A, and under Section 502.19...” to “...Method A, Section 502.0503- Quality Assurance Method B, and under Section 502.19...”

502.19 Basis of Payment Modify the first sentence of the seventh paragraph from “...accepted under Method A.” to “...accepted under Method A and Method B.”

502.191 Pay Adjustment for Compressive Strength Add the following as the second sentence to the first paragraph; “Pay factors (PF) for pay adjustments for compressive strength will be determined using the Quality Level Analysis as specified in Section 106.”

502.192 Pay Adjustment for Chloride Permeability Delete and replace with the following;

“Pay factors (PF) for pay adjustments for Chloride Permeability will be determined using the Quality Level Analysis as specified in Section 106.

Values greater than 4000 coulombs shall be subject to rejection and replacement at no additional cost to the Department.”

502.193 Pay Adjustment for Air Content Delete and replace with the following;

“Pay factors (PF) for pay adjustments for air content will be determined using the Quality Level Analysis as specified in Section 106.”

Add the following Section;

“502.195 Pay Adjustments for Compressive Strength, Chloride Permeability and Air Content The Composite Pay Factor (CPF) for each lot of concrete shall be computed as follows:

$$\text{CPF} = [(\text{Compressive Strength PF}-1)(0.20)] + [(\text{Air Content PF}-1)(0.40)] \\ + [(\text{Chloride Permeability PF}-1)(0.40)]$$

The pay adjustment for each lot of concrete shall be computed as follows:

$$\text{Lot Pay Adjustment} = P \times \text{CPF} \times \text{Lot Size}$$

There will be no positive pay adjustments for Method B Concrete.”

SPECIAL PROVISION
SECTION 604

MANHOLES AND CATCH BASINS
(Behind Curb Catch Basin)

This section is amended by addition of the following:

Description. This work shall consist of constructing manholes and catch basins in accordance with the requirements of Section 604 of the Standard Specifications and the Standard Details as applicable.

Materials. The catch basin frame and lid shall conform to the Neenah Foundry Company Item R-3303 or an approved equal.

CONSTRUCTION REQUIREMENTS

Method of Measurement. Measurement shall be in accordance with Subsection 604.05.

Basis of Payment. Payment shall be in accordance with Subsection 604.06.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
604.2402	Behind Curb Catch Basin	Each

SPECIAL PROVISION
SECTION 604
MANHOLES AND CATCH BASINS
(Sub-Basin Bowl)

Description Install Sub-Basin Bowl and connect to existing drainage system as shown on the plans and as directed by the Resident.

Materials Materials shall meet the requirements of the Neenah Foundry Company R-3223 series, Cast Iron Sub-Basin Bowls or an approved equal. Pipe to connect the sub-basin bowl to the existing manhole or catch basin shall be PVC sanitary sewer pipe (SDR-35).

Construction Requirements Sub-Basin Bowls shall be placed to the required grade on a compacted foundation of uniform density. Outlet and pipe elevations may vary from the elevations shown on the plans depending upon field conditions.

Pipe sections shall be firmly connected to the sub-basin bowl and the structure wall of the existing catch basin with no part of the pipe projecting more than 150 mm [6 in] inside the wall. New invert connections to the existing manhole or catch basin shall be core cut at the elevation shown on the plans or as determined by the Resident.

Metal frames shall be set in a bed of clay bricks or shale bricks and mortar, or otherwise secured as shown on plans. Castings shall be set to the correct elevation before the final course of paving material has been placed.

Method of Measurement Sub-basin bowls and accessories will be measured by the number of units each, complete and accepted in place.

Basis of Payment The accepted quantities of sub-basin bowls will be paid for at the contract unit price each, complete and in place. Payment for installation shall include furnishing all materials including connecting pipe, connectors, bricks and core cutting the existing catch basin. Frames and cascade grates for the sub-basin bowls shall be considered part of the unit and no separate payment will be made. There will be no payment for cleaning new sub-basin bowl installations or the connecting manhole or catch basin. Payment will be full compensation for supplying all equipment and labor to clean sub-basin bowls and dispose of the waste.

Excavation and backfill will be measured and paid for as provided in section 206 – Structural Excavation.

<u>Pay Item</u>	<u>Pay Unit</u>
604.2404 Sub-Basin Bowl	Each

SPECIAL PROVISION
SECTION 606
GUARDRAIL

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. The types of guardrail are designated as follows:

Type 3-Galvanized steel "w" beam, wood posts or galvanized steel posts.

Type 3a-Galvanized steel "w" beam, wood posts, wood or composite offset blocks.

Type 3aa-Corrosion resistant steel "w" beam, wood posts, wood or composite offset blocks.

Type 3b-Galvanized steel "w" beam, galvanized steel posts, galvanized steel offset blocks.

Type 3c-Galvanized steel "w" beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Type 3d-Galvanized steel "w" beam, galvanized steel posts, wood or composite offset blocks.

Thrie Beam-Galvanized steel thrie beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Median barriers shall consist of two beams of the above types, mounted on single posts. Except for thrie beam, median barriers may include rub rails when called for.

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 endpost 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, 2.44m [8 ft] long, 3.72 kg/m [2 ½ lb/ft] minimum and have 9.5 mm [3/8 in] round holes, 25 mm [1 in] center to center for a minimum distance of 610 mm [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 end treatment's terminal and its tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be grey 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 end treatment is not flared, markers will only be required at the end treatment's terminal. 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 Maine DOT's Approved Product List of Guardrail Material. The marker shall be grey, flexible, durable, and of a non-discoloring material to which 75 mm [3 in] by 225 mm [9 in] reflectors shall be applied, and capable of recovering from repeated impacts. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 20 m [62.5 ft] intervals or every tenth post on tangents and at approximately 10 m [31.25 ft] intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left hand delineators shall be yellow and the right hand delineators shall be silver/white. On two directional highways, the right hand side shall be silver/white and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Detail 606(07). Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

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

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

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

Acceptable multiple mailbox assemblies shall be listed on the Department's Approved Products List and shall be NCHRP 350 tested and approved.

The Guardrail 350 Flared Terminal shall be a terminal with a 1.2 m [4 ft] offset as shown in the Manufacturer's installation instructions.

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 13 mm [$\frac{1}{2}$ in]. 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 meter [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.

Terminal section, low volume end, NCHRP 350 end treatments, reflectorized flexible guardrail marker, terminal end, 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 measured by the cubic meter [cubic yard] determined from the actual depth of the hole and a hypothetical circle diameter of 600 mm [2 ft].

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per meter [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. Terminal section, buffer end, NCHRP 350 end treatment, bridge connection, single post and reflectorized flexible guardrail markers will be paid for at the contract unit price each for the kind specified complete in place.

NCHRP 350 end treatments and low volume guardrail ends 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. Each end treatment will be clearly marked with the manufacturers 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 Pay Item 206.07. 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 75 mm [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 350 flared terminal shall also include a set of installation drawings supplied to the Resident.

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

Guardrail to be placed on a radius of curvature of 45 m [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 meter and will be full compensation for adjusting to grade. Payment shall also include adjusting terminal end treatments where required.

Modify guardrail will be paid for at the contract unit price per meter 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 terminal ends where required.

Remove and Reset guardrail will be paid for at the contract unit price per meter 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 terminal ends when required. 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.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per meter 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.

Payment will be made under:

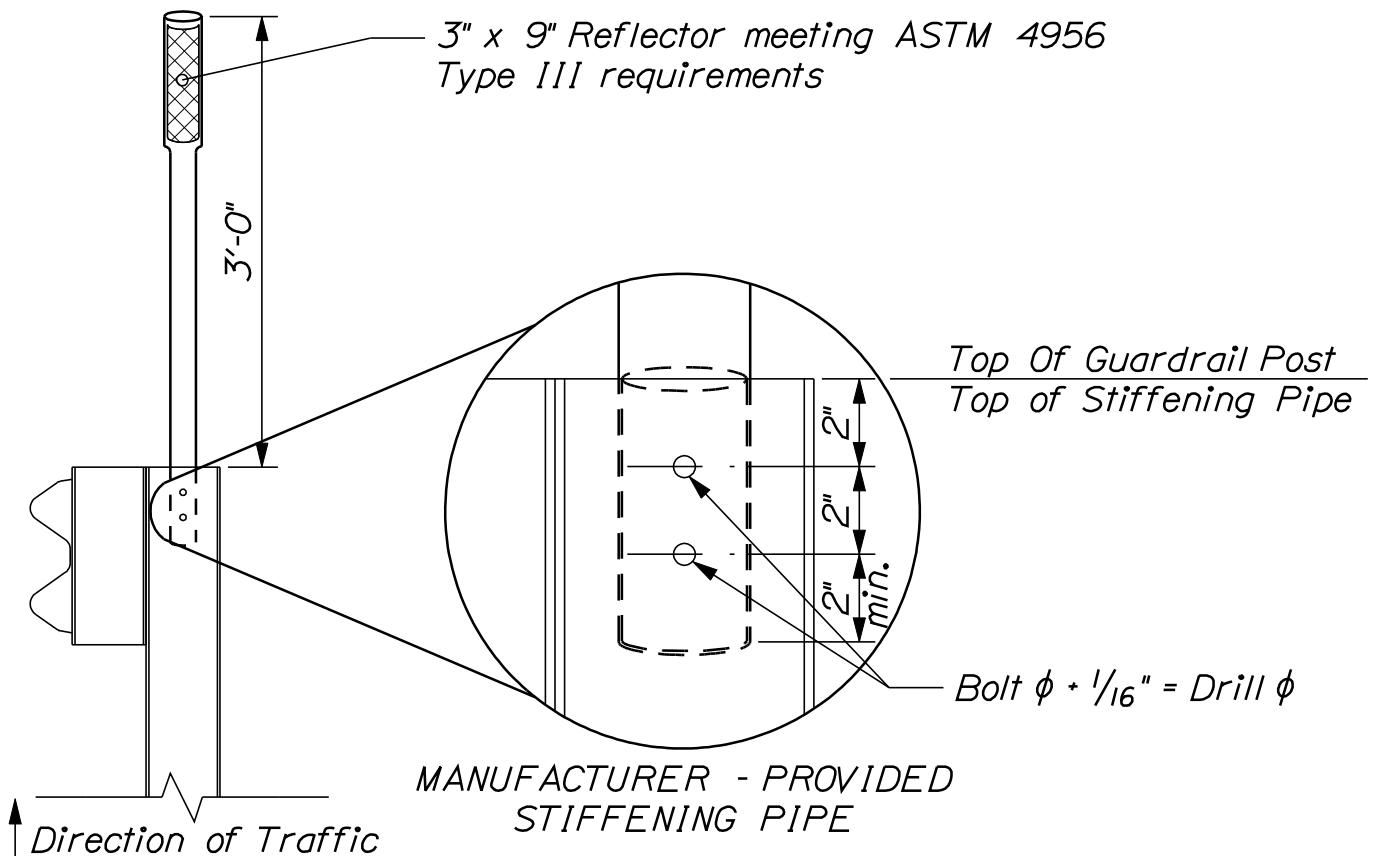
<u>Pay Item</u>	<u>Pay Unit</u>	
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]
606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	meter [Linear foot]
606.18	Guardrail Type 3b - Double Rail	meter [Linear foot]
606.19	Guardrail Type 3a - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.191	Guardrail Type 3aa - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.20	Guardrail Type 3a - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.201	Guardrail Type 3aa - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.21	Guardrail Type 3b - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.22	Guardrail Type 3b - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.23	Guardrail Type 3c - Single Rail	meter [Linear Foot]
606.2301	Guardrail Type 3c - Double Rail	meter [Linear Foot]
606.231	Guardrail Type 3c - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.232	Guardrail Type 3c - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.24	Guardrail Type 3d - Single Rail	meter [Linear Foot]
606.2401	Guardrail Type 3d - Double Rail	meter [Linear Foot]
606.241	Guardrail Type 3d - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.242	Guardrail Type 3d - over 4.5 m [15 feet] radius	meter [Linear Foot]
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify, Type 3b to 3c	meter [Linear Foot]
606.3581	Guardrail, Modify Existing to Type 3d	meter [Linear Foot]
606.362	Guardrail, Adjust	meter [Linear Foot]
606.365	Guardrail, Remove, Modify, and Reset, Type 3b to 3c	meter [Linear Foot]
606.3651	Guardrail, Remove, Modify, and Reset Existing to Type 3d	meter [Linear Foot]
606.366	Guardrail, Removed and Reset, Type 3c	meter [Linear Foot]
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each

606.51	Multiple Mailbox Support	Each
606.55	Guardrail Type 3 - Single Rail	meter [Linear Foot]
606.551	Guardrail Type 3 - Single Rail with Rub Rail	meter [Linear Foot]
606.56	Guardrail Type 3 - Double Rail	meter [Linear Foot]
606.561	Guardrail Type 3 - Double Rail with Rub Rail	meter [Linear Foot]
606.568	Guardrail, Modify Type 3c -Double Rail	meter [Linear Foot]
606.59	Guardrail Type 3 - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.60	Guardrail Type 3 - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.63	Thrie Beam Rail Beam	meter [Linear Foot]
606.64	Guardrail Thrie Beam - Double Rail	meter [Linear Foot]
606.65	Guardrail Thrie Beam - Single Rail	meter [Linear Foot]
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.72	Guardrail Thrie Beam - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	meter [Linear Foot]
606.74	Guardrail Type 3 - Single Rail Bridge Mounted	meter [Linear Foot]
606.753	Widen Shoulder for Low Volume Guardrail End - Type 3	Each
606.754	Widen Shoulder for Guardrail 350 Flared Terminal	Each
606.78	Low Volume Guardrail End - Type 3	Each
606.79	Guardrail 350 Flared Terminal	Each

1. ReflectORIZED Flexible Guardrail Markers shall be from Maine DOT's Approved Product List of Guardrail Material.

2. Installation:

- a. Each bolt-hole diameter shall be the bolt diameter + $1/16$ ".
- b. Wood post attachment - attach marker with 2, $5/16$ " diameter zinc-coated lag bolts, having 2" of embedment into wood post.
- c. Steel post attachment - attach marker with 2, $1/4$ " diameter zinc-coated bolt, washer and nut assemblies, having $1/2$ " of bolt extension behind steel post.
- d. When provided by the marker manufacturer, a stiffening pipe shall be inserted into the base of the marker prior to drilling bolt holes and shall remain in-place.



REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)

Milo
10012.00
March 3, 2004

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

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

The contractor shall follow MDOT Standard Specifications, latest edition, for landscape materials and installation procedures (sec 621).

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

All shrubs shall be planted in mulched beds 2000 mm o.c.

ITEM NO	Description	Unit	Quantity	Total
621.031	Evergreen Trees (1200 mm - 1500 mm) B&B	ea		12
	Picea pungens (Colorado Spruce)		6	
	Pinus strobus (White Pine)		6	
621.126	Sm Deciduous Trees (1800 mm – 2400 mm) B&B	ea		60
	Malus Dolgo (Crabapple)		40	
	Malus Zumi (Crabapple)		20	
621.267	Lg Deciduous Trees (45 mm – 50 mm cal) B&B	ea		25
	Acer rubrum (Red Maple)		15	
	Fraxinus americana (White Ash)		10	
621.552	Deciduous Shrubs (900 mm - 1200 mm) con	ea		36
	Ilex verticillata (Winterberry)		15	
	Viburnum dentatum (Arrowwood)		15	
	Syringa vulgaris (Common lilac)		6	
621.80	Establishment Period	LS	1	1

SECTION 635 – TIMBER CRIB TYPE RETAINING WALL

635.01 Description This work shall consist of the construction of timber crib type retaining wall in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

635.02 Materials Materials shall meet the requirements specified herein and in the following Section of Division 700 - Materials:

Granular Borrow	703.19
Underdrain Backfill Material Type C	703.22
Underdrain Pipe	706.06 or 706.09
Drainage Geotextile	722.02

Wall bedding and backfill material shall be underdrain backfill material Type C.

Timber for cribbing shall be locally available 150 x150 mm (6 x 6 in), Grade 1, pressure-treated lumber.

T-shaped punched metal plate connectors shall be a minimum of 75 mm (3 in) wide, minimum 400 mm (8 in) long in the “T” section, minimum 3 mm ($\frac{1}{8}$ in) thick and galvanized. Straight punched metal plate connectors shall be a minimum of 75 mm (3 in) wide, minimum 400 mm (8 in) long, minimum 3 mm ($\frac{1}{8}$ in) thick and galvanized.

Flathead screw type fasteners used to attach the punched metal plate connectors shall be minimum 10 gauge, minimum 50 mm (2 in) long, and galvanized.

635.03 Shop Drawings The Contractor shall construct the timber crib wall in accordance with the Pressure Treated Timber Crib Retaining Wall detail sheet in the project plan set. Changes in the approved plans shall be subjected to approval by MaineDOT designer. If changes are requested or needed, the Contractor shall submit the request in writing to the Resident for review by the designer. Drawings shall use the same units found in the project plans. Any accepted changes shall be documented to the contractor in writing and shall form a permanent record of such changes.

The Contractor will be responsible for the correctness of their plans, even though plans have been approved.

635.04 Excavation and Foundation Excavation for erection of the retaining wall shall be in accordance with Section 203 - Excavation and Embankment, to a width sufficient to allow the proper erection of the wall.

The foundation under the entire area of the wall shall be firm. The contractor shall place the drainage geotextile in the base of the excavation and provide sufficient length of geotextile to wrap the Type C crushed stone backfill. The contractor may need to pin the geotextile on the

excavation backslope while constructing the timber cribbing and crushed stone backfill. The bedding and backfill material shall be thoroughly compacted. If ledge rock is encountered, a gravel foundation of at least 300 mm [12 in] in thickness shall be provided.

The Contractor shall construct the piped drainage system to collect and dispose of water from the base of the crushed stone backfill soil. This piped drainage system shall be connected to the mainline underdrain system.

635.05 Erection The retaining wall timber members shall be erected as shown on the plans. Members shall be handled carefully and all members that are damaged shall be replaced at the Contractor's expense. The contractor shall fasten each straight punched metal plate connector to the timber members with 8 screw fasteners and each T-shaped connector with 12 screw fasteners.

635.06 Backfill The backfilling of the interior of the wall and behind the wall shall progress simultaneously. The material shall be placed in layers not over 200 mm [8 in] in depth, loose measure and thoroughly compacted by mechanical or vibratory compactors. Puddling for compaction will not be allowed.

635.07 Method of Measurement Timber crib retaining wall shall be measured by the lump sum.

635.08 Basis of Payment All work under timber crib type retaining wall will be paid for at the contract lump sum price. Payment will be full compensation for furnishing all labor and materials to construct the timber crib retaining wall including but not limited to excavation, piped drain system, drainage geotextile, crushed stone and granular borrow backfill, pressure treated Grade 1 timber, punched metal plate connectors, fasteners, and any other incidentals required to construct the wall.

Excavating beyond the face of the wall, including excavating for bedding and backfill, and furnishing and placing bedding, and backfill materials itself will be considered incidental to the contract items and no separate payment will be made.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
635.22 Timber Crib Type Retaining Wall	Lump Sum

SPECIAL PROVISION
SECTION 639
ENGINEERING FACILITIES
(Telephone)

639.09 Telephone

Paragraph 1 is amended as follows:

The contractor shall provide **two** telephone lines and two telephones,....

Add-

In addition the contractor will supply one computer broadband connection and modem lease. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor's option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor.

SPECIAL PROVISION
SECTION 652
 MAINTENANCE OF TRAFFIC
 (Traffic Control)

Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The Departments Resident or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Any reduction in payment under this Special Provision will be in addition to forfeiting payment of maintenance of traffic control devices for that day.

ORIGINAL CONTRACT AMOUNT

from	Up to and	Amount of Penalty
<u>More Than</u>	<u>Including</u>	<u>Damages per Violation</u>
\$0	\$100,000	\$250
\$100,000	\$300,000	\$500
\$300,000	\$500,000	\$750
\$500,000	\$1,000,000	\$1,500
\$1,000,000	\$2,000,000	\$2,500
\$2,000,000	\$4,000,000	\$5,000
\$4,000,000	and more	\$10,000

April 17, 2007
Supersedes May 10, 2006

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as 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
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

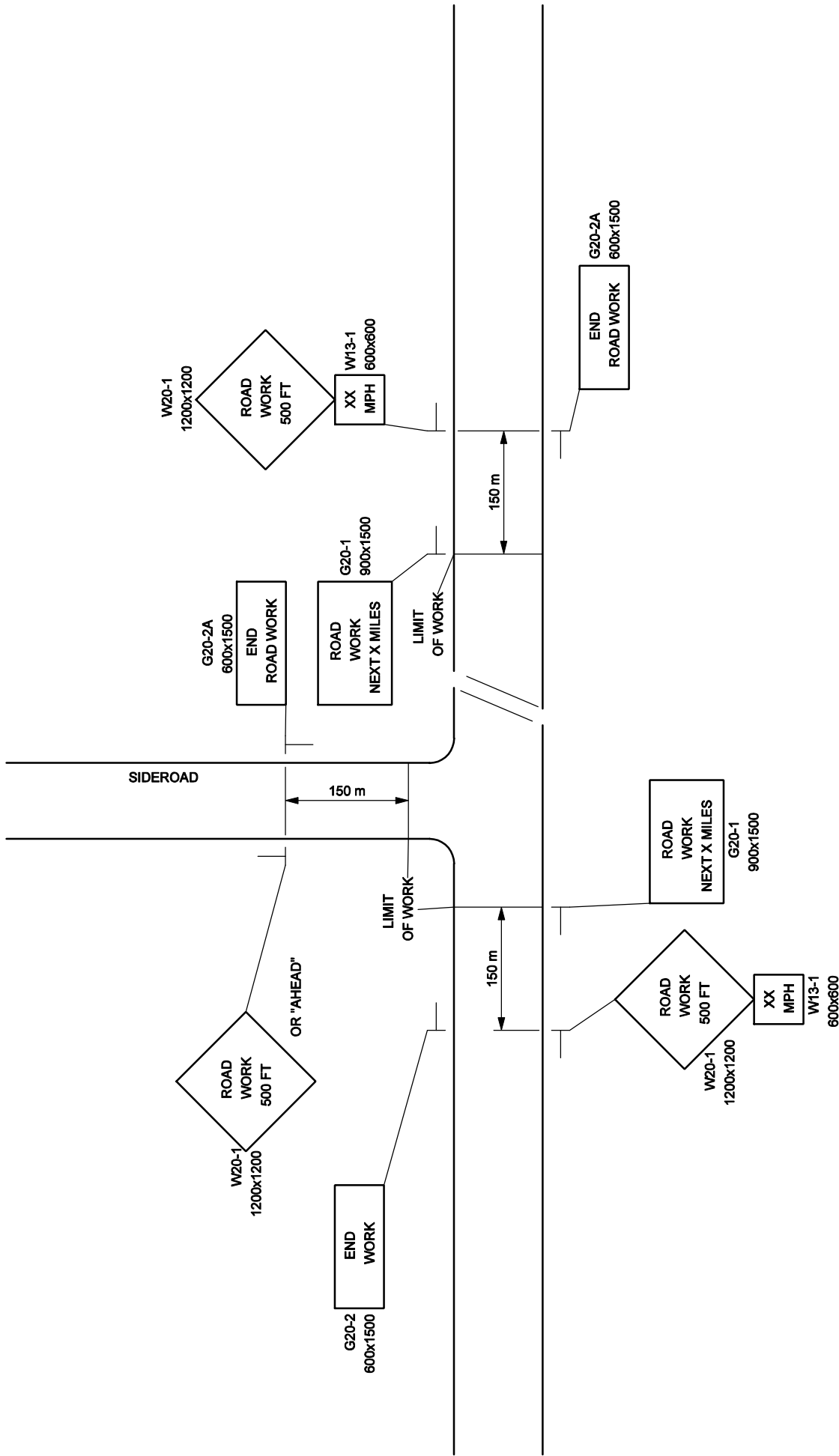
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

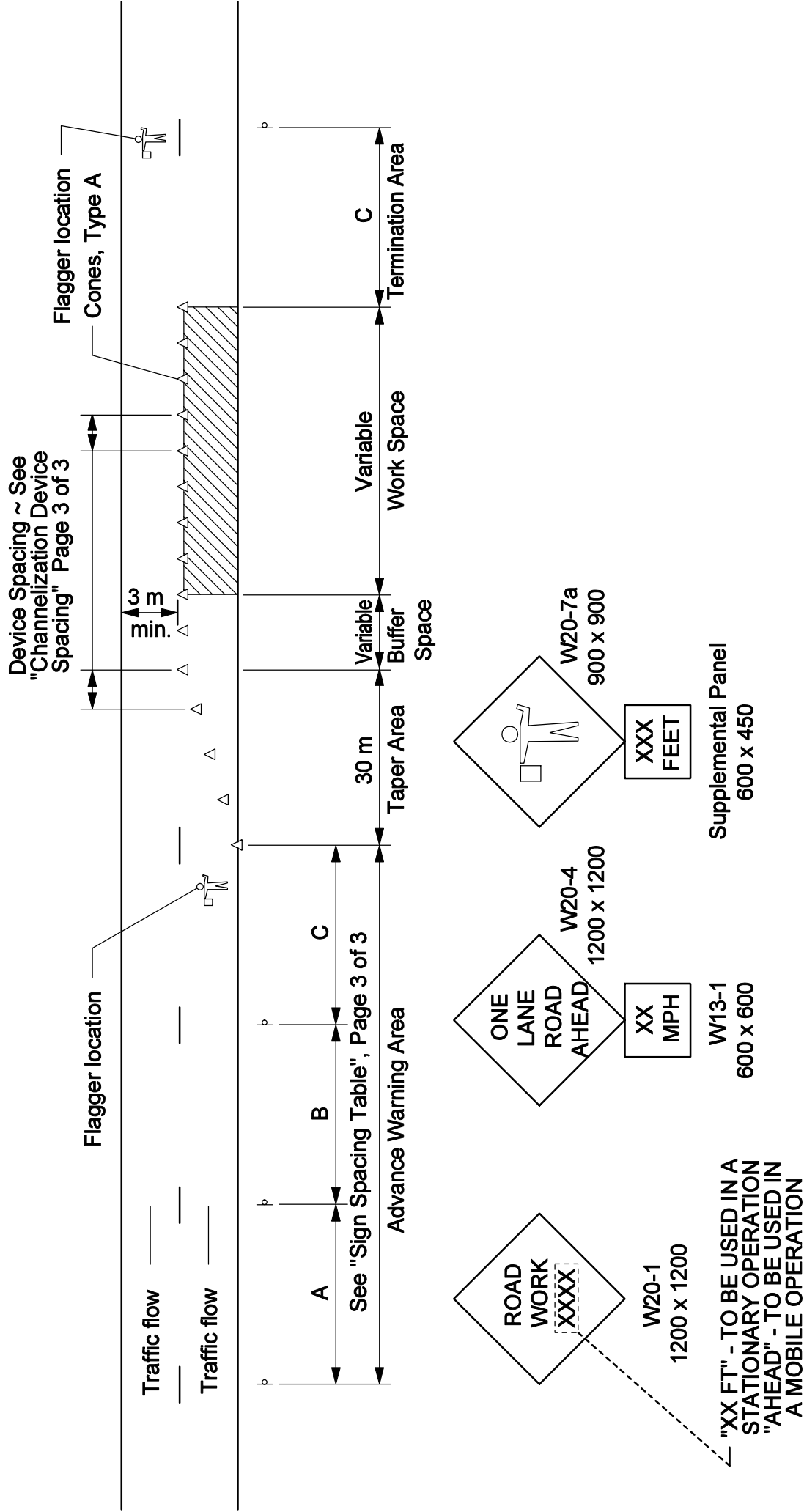
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹ “Road Work Ahead” to be used in mobile operations and “Road Work xx ft” to be used in stationary operations as directed by the Resident.



**TYPICAL
 --- PROJECT APPROACH SIGNING ---
 TWO WAY TRAFFIC**



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

**SPECIAL PROVISION
SECTION 656**

Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- 1) This project is in the Sebec River watershed, which is listed as Class A and is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.B., Guidelines for Sensitive Waterbodies in the BMP Manual.
- 2) Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- 3) The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
- 4) **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
- 5) Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
- 6) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance.

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

- 7) Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.

- 8) Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.

- 9) After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

- 10) All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.

- 11) Erosion control blanket shall be installed in the bottoms of all ditches except where a stone lining is planned. Seed shall be applied prior to the placement of the blanket.

- 12) If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section 9. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them in Section 9.

- 13) **CLEARING LIMIT LINES SHALL BE MINIMIZED**. Clearing shall be minimized as shown on the design plans. Areas to be cleared shall be discussed at the preconstruction field review.

- 14) Stream flow shall be maintained at all times.

- 15) A cofferdam sedimentation basin is required if cofferdams are used. The basin shall be located in an upland area where the water can settle and seep into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
504(15)	Diaphragms	12/30/02
507(04)	Steel Bridge Railing	2/05/03
526(33)	Concrete Transition Barrier	8/18/03
645(06)	H-Beam Posts – Highway Signing	7/21/04
645(09)	Installation of Type II Signs	7/21/04
626(09)	Electrical Junction Box for Traffic Signals and Lighting	2/25/05
604(01)	Catch Basins	11/16/05
604(05)	Type “A” & “B” Catch Basin Tops	11/16/05
604(06)	Type “C” Catch Basin Tops	11/16/05
604(07)	Manhole Top “D”	11/16/05
604(09)	Catch Basin Type “E”	11/16/05
606(02)	Multiple Mailbox Support	11/16/05
606(07)	Reflectorized Beam Guardrail Delineator Details	11/16/05
609(06)	Vertical Bridge Curb	11/16/05
504(23)	Hand-Hold Details	12/08/05
609(03)	Curb Type 3	6/27/06
609(07)	Curb Type 1	6/27/06
535(01)	Precast Superstructure - Shear Key	10/12/06
535(02)	Precast Superstructure - Curb Key & Drip Notch	10/12/06

February 12, 2007
Supersedes October 12, 2006

535(03)	Precast Superstructure - Shear Key	10/12/06
535(04)	Precast Superstructure - Shear Key	10/12/06
535(05)	Precast Superstructure - Post Tensioning	10/12/06
535(06)	Precast Superstructure - Sections	10/12/06
535(07)	Precast Superstructure - Precast Slab & Box	10/12/06
535(08)	Precast Superstructure - Sections	10/12/06
535(09)	Precast Superstructure - Sections	10/12/06
535(10)	Precast Superstructure - Sections	10/12/06
535(11)	Precast Superstructure - Sections	10/12/06
535(12)	Precast Superstructure - Sections	10/12/06
535(13)	Precast Superstructure - Sections	10/12/06
535(14)	Precast Superstructure - Stirrups	10/12/06
535(15)	Precast Superstructure - Plan	10/12/06
535(16)	Precast Superstructure - Reinforcing	10/12/06
535(17)	Precast Superstructure - Notes	10/12/06
801(01)	Drives on Sidewalk Sections	2/06/07
801(02)	Drives on Non-Sidewalk Sections	2/06/07

SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

SECTION 102

DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SECTION 103

AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department's Environmental Office Landscape Unit.

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of

the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt: $PF = [55 + (\text{Quality Level} * 0.5)] * 0.01$ "

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department,

except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

<u>From More Than</u>	<u>Up to and Including</u>	<u>Amount of Liquidated Damages per Calendar Day</u>
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment Third sentence, delete the words "subsections (A) - (E)"

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A 15 % markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs if determined by the Department to be lower.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work.”

SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change "...Code of Maine Regulations 401." to "...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation."

SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: "The use of perchlorate is not allowed in blasting operations."

SECTION 502
STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer...". Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may"

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace "forms" with "forms and false work"

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace "The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement." with "The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position."

502.15 Curing Concrete First paragraph; replace the first sentence with the following; "All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work."

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts "When the ambient temperature...."

Fourth paragraph; delete "approved" to now read "...continuously wet for the entire curing period..."

Fifth paragraph; second sentence; change "...as soon as it is possible to do so without damaging the concrete surface." to "...as soon as possible."

Seventh paragraph; first sentence; change "...until the end of the curing period." to "...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work."

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

SECTION 503 REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: "All tack welding shall be done in accordance with Section 504, Structural Steel." to "All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel."

SECTION 504 STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: "Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied."

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

504.31 Shop Assembly Add the following as the last sentence: "The minimum assembly length shall include bearing centerlines of at least two substructure units."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from "One hundred percent..." to "Twenty five percent..."

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.05 Inspection Facilities Add the follow as the last paragraph: "If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way

roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SECTION 609 CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

SECTION 615 LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 627
PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639
ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “...desktop copier/scanner...”

SECTION 652

MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportation's Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices (MUTCD) for Type "C" panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96" x 48"] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display."

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National

Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

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. Message must be changeable with either 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.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

In the last paragraph add the following as the second sentence: “The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP.”

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected..” In the third sentence; change “Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “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. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance,...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. Breaker flaggers will not be paid for separately, but shall be considered incidental to the appropriate pay item.”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”

653.06 Compaction In the last sentence; change “...not more than 390 kg/m² [80 lb/ft²] ground contact...” to “...not more than 4875 kg/m² [2000 lb/ft²] ground contact...”

SECTION 656

TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SECTION 701

STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from "ASTM C311" to "ASTM C114".

SECTION 703

AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from "85 - 10" to "85 - 100"

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have..." and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [1/2 in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the fourth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.18 Common Borrow Replace the first paragraph with the following: "Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or

previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in it’s entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO’s National Transportation Product Evaluation Program.”

SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SECTION 710 FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: “Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B.”

710.07 Guardrail Posts Section b. change “...AASHTO M183/M183M...” to “...AASHTO M 270M/M 270 Grade 250 (36)...”

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND
TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from “..., U-Channel posts...” to “..., Rib Back U-Channel posts...”

SECTION 722
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.02 Drainage Geotextile Add the following to note #3; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; “The strengths specified in the columns labeled”<50%” and “≥ 50%” refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the “<50%” column. Submittals must include the percent elongation at which the material was tested.”

SPECIAL PROVISION

SEWER UTILITY GENERAL REQUIREMENTS

1 - DESCRIPTION

This section includes the General Requirements for completing the sewer utility installation portion of this contract. It includes general specifications for the sewer utility work.

A "General Project Description" is included later in this section.

The term Engineer used in the Sewer Utility related specifications refers to Dirigo Engineering, 2 Dirigo Drive, Fairfield, ME 04937, (207) 453-2401.

2 - SUBMITTALS

- A.) General - Submit to the Engineer six (6) copies of shop drawings, project data and samples for all products, materials and equipment proposed for the completed project. A 14-day review period will be required for all submittals. Review of submittals is for general compliance with the contract documents. The Engineer, Utility District or its Representative assumes no responsibility for the correctness of dimensions or details on submittals.

Review of submittals by the Engineer shall not relieve the Contractor from responsibility for any variation from the requirements of the contract documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation by a specific written notation thereof. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings.

- B.) Shop Drawings, Project Data and Samples - All submittals shall bear a note and signature indicating that they were reviewed by the Contractor and found to be in conformance with the contract documents.

Any material or equipment submitted for review, which is arranged differently or is a different physical size from that shown or specified shall be accompanied by shop drawings indicating the different arrangements of size and the method of making the various connections to the equipment. The final result will be compatible with the system or structure as designed.

- C.) Schedules - Submit a time schedule, showing complete sequence of construction by activity, prior to commencement of work. Update the schedule monthly showing changes occurring since previous submission.

Distribute copies of reviewed schedules to subcontractors and other concerned parties. Instruct recipients to report any inability to comply and provide detailed explanation with suggested remedies.

3 - QUALITY CONTROL

- A.) Construction Materials - It is the Contractor's sole responsibility to provide and use only new materials, new products and new equipment that meet the requirements of the plans and specifications and will result in a completed project that is durable and of high quality in all respects. The Engineer may request samples of any material that the Contractor proposes to use. Such samples shall be of sufficient size and quantity to allow appropriate testing of the sample. The Utility District shall bear all cost of obtaining and providing such sample. The Utility District shall bear all cost of testing the sample. However, if testing shows that a sample does not meet the requirements of the plans and specifications, the Contractor shall reimburse the Utility District for all costs incurred by the Utility District as a result of testing the sample.

The Contractor shall provide equipment and parts from a single manufacturer to the greatest extent possible. This is to facilitate ease of service, maintenance and parts replacement. Engineer reserves the right to reject proposed equipment from various manufacturers if suitable materials are available from fewer manufacturers, and to require that source of materials be unified to the maximum extent possible.

- B.) Construction Review - The Utility District or Engineer or his representative will provide whatever Construction Review that he feels is necessary. Such Construction Review in no way reduces the Contractor's responsibility for supervision or quality control. The Contractor shall cooperate fully in the Utility District's and Engineer's Construction Review efforts. The Contractor shall keep the Engineer informed of work in progress as well as the schedule of work to be done. The Contractor shall allow complete access to the project by the Utility District, Engineer, and any representatives of any regulatory or funding agencies. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- C.) Testing - The Contractor shall perform all testing specified in the contract documents unless the test is specifically noted to be done by the Utility District or Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any proposed testing, and obtain approval for the proposed testing time. Testing times must be coordinated with the Engineer.

4 - MATERIAL DELIVERY, STORAGE AND HANDLING

In addition to the requirements of the Standard Specifications for material delivery, storage and handling, the following shall apply. Materials shall be new and delivered and stored according to manufacturers' recommendations. Original labels shall be maintained so that they are legible at least until they are installed. Materials shall be transported and stored in such a manner that they do not cause or receive damage.

5 – EXISTING UTILITIES

- A.) Definitions - "utilities" - is defined in this sub-section as physical property such as pipes, cables or structures used for water, sewer, storm drain, electrical, telephone, communications, cable TV, etc. This also includes signs, sign posts, light posts, fences, etc. This does not include individual house sewer services or water services.

"Association" - is defined in this sub-section as public or private organizations which own, maintain or service "utilities."

- B.) General - The Contractor is required by law to contact Dig Safe and local water/sewer "Associations" at least 3 business days prior to beginning any excavation work. The Dig Safe telephone number is 1-888-DIG-SAFE.

The Engineer has made a careful attempt to locate all existing "utilities" that are in the area of the project. These are shown on the Contract Drawings. Interferences that are shown on the Contract Drawings shall be corrected at the Contractor's expense.

- C.) Water Mains, Sewer Mains and Underground Cables - Prior to starting work on any portion of the project the Contractor shall give sufficient notice to all applicable "Associations" so that they may mark the location of their "utilities." The Contractor shall also inspect the area to verify the location of "utilities" shown on the plans and to check for any oversights or discrepancies. If "utilities" are located which are not shown on the plans, the Contractor shall notify the Engineer so that adjustments can be made if necessary to eliminate any conflict with the new work.

The Contractor shall follow responsible excavation practices at all times. When approaching a buried "utility," manual excavation shall be used to locate them. It is the Contractor's responsibility to provide undisturbed maintenance for all structures that may be affected by the excavation. This includes structures both above and below grade.

If "utilities" are interrupted, the Contractor shall immediately notify the "Association." The "Association" shall inspect the damage and make suitable repairs or instruct the Contractor to make suitable repairs. If a "utility" is shown on the drawings, located by an "Association" or could have been located by the Contractor by a simple inspection of the site, then the cost of any needed repairs, including materials and labor shall be borne by the Contractor. If a "utility" not shown on the plans, not located by an "Association" or not able to be located by the Contractor by a simple site inspection is accidentally damaged, the cost of repairs shall be borne by the "Association" or the Owner.

In all cases, satisfactory backfilling and maintenance of the trench is the Contractor's responsibility. The Engineer and the "Association" shall inspect all repairs by the Contractor to broken or damaged "utilities." Approval of the repairs must be obtained by the Contractor prior to covering the work. The Contractor shall remain responsible for the integrity of broken "utilities" even after the work has been backfilled. The Owner has complete authority to stop work if the Contractor is doing excessive damage to "utilities," appropriate repairs are not being made, or other precautions are not being taken to minimize damage to existing "utilities."

The Contractor shall not make any claims against the Owner for delays in the progress of his work that are less than one day in duration and are caused by an interference not shown on the Contract Drawings. A delay shall exist when the work cannot progress because of an interference and no other work on the project is available for the men and machinery at that time. If the delay lasts more than one day, the Contractor may be compensated, based on hourly payroll and equipment rental rate, by the Owner for the actual costs for each day after the initial day. Compensation will not be based on the amount of work that might have been accomplished.

- D.) Overhead Utilities, Utility Poles, Signs and Sign Posts - The Contractor shall follow responsible excavation practices at all times. When approaching an overhead "utility", caution shall be used to avoid damage. It is the Contractor's responsibility to provide undisturbed maintenance for all structures that may be affected by the excavation. This includes structures both above and below grade. In instances where excavations are made in close proximity to utility poles or other structures, it shall be the Contractor's responsibility to notify the "Associations" and to provide support for the poles while the excavation is being done. Any costs associated with this shall be borne by the Contractor.

Do not remove structures without receiving approval of party having jurisdiction. Reinstall structures to satisfaction of party having jurisdiction.

- E.) Individual Services - No effort has been made by the Engineer to show existing individual "utility" services. The Contractor shall assume that each structure along the route of the work has at least one set of "utility" services. The Contractor shall make no claims against the Owner for services not shown on the Contract Drawings.

The Contractor shall be responsible for locating all existing services prior to excavating. All equipment needed to locate services, including detectors and locators, shall be provided by the Contractor. The Contractor shall take every reasonable precaution to protect and preserve the integrity of these services.

The Contractor shall have the "Association" provide assistance in locating the individual services. However, the Contractor shall still have complete responsibility for their location. Assistance provided by the Owner, Engineer or "Association" shall not relieve the Contractor of his responsibility for their location. Exploratory excavations done to attempt to locate individual services shall be done at the Contractor's expense. This includes locating existing service lines that are to be connected to new service lines.

If services are interrupted, the Contractor shall immediately notify the "Association" and make suitable repairs to the service.

The Engineer and "Association" shall inspect all repairs to broken or damaged services, and approval of the repairs must be obtained by the Contractor from the Engineer prior to covering the work. The Contractor shall remain responsible for the integrity of broken services even after the work has been backfilled. The Owner has complete authority to stop work if the Contractor is doing excessive damage to the services and appropriate repairs are not being made or other precautions taken to minimize damage to existing services.

6 - REPAIRS TO EXISTING FACILITIES

- A.) General - The Contractor will be responsible for interruption of service, or other damage to existing water and sewer utilities as stated in the Standard Specifications.
- B.) Maintenance of Service to Customers - The Contractor shall be responsible for maintaining utility service to customers at all times. The Contractor shall utilize construction and excavation procedures that minimize disruption of service to utility customers. Obtain approval of Engineer regarding proposed methods and schedule for installing connections.
- C.) Installation - The methods and equipment to complete repairs must be approved by the Utility District and Engineer. In general, the following methods of connecting and repairing pipes shall apply:

Gravity Sewer and Storm Drain Mains & Sewer/Storm Drain Services:

Straight and transition couplings for mains shall be non-shear sewer couplings Style CNSS as manufactured by Cascade Waterworks Mfg. Co., Style LSS2 or LSS3 as manufactured by Romac Industries, Inc., or approved equal. Repairs to SDR 35 pipe shall utilize PVC double bell repair couplings.

Water Mains and Sewer Force Mains:

Cast couplings, MJ solid sleeves; fittings made specifically for the pipe materials used.

Water Services:

Brass compression couplings; cast couplings; fittings made specifically for the pipe materials used. Connections to PE tubing shall utilize SS inserts and brass compression couplings.

7 - DISCONTINUED FACILITIES

- A.) Mains - Discontinued sewer mains may be left in place. All discontinued mains that have been cut or broken shall have an approved cap or plug installed on them to prevent migration of water and soil through abandoned lines. Grouting of abandoned lines is not an acceptable alternative to caps or plugs.
- B.) Manholes – See Section 812.
- C.) Flowable Fill - Flowable fill (controlled low strength material) shall be a cementitious mixture with low strength, flowable characteristics. The late age strength of the flowable fill shall be in the range of 50 to 150 psi. The flowable fill shall have early setting and strength additives to allow for traffic and construction loads. The flowable fill shall be delivered in ready mixed concrete trucks and placed by chute in a flowable condition into the abandoned pipe or structure.

8 - AS-BUILT RECORDS

- A.) General - Maintain accurate as-built records throughout the construction project. A complete bound copy of these as-built records shall be delivered to the Engineer before final payment is made.
- B.) As-Built Drawings - The Contractor shall maintain a set of the construction drawings on the site at all times for the purpose of recording the actual configuration of the final work. The drawings shall show in a neat and legible fashion the final configuration of the constructed project, existing utilities, ledge, etc. A complete list of suppliers for each material item used on the project shall also be kept. This information shall be submitted to the Utility District at the conclusion of the work.
- C.) Manufacturer's Literature - The Contractor shall submit copies of manufacturers' literature to the Engineer for inclusion in the project Operations and Maintenance Manual. The literature shall include installation instructions, warranty certificates, operating instructions, maintenance instructions, maintenance schedules and other relevant data.

- D.) Utility Locations - The Contractor shall maintain a neat and accurate bound utility location book on the site at all times for the purpose of recording utility locations. The book shall include detailed information on the location and arrangement of all manholes, catch basins, valves, tees, bends, fittings, service corporations, curb stops, couplings, sewer service tees, ends of sewer services, repairs, etc. The type of pipe and depth shall also be noted.

9 – GENERAL PROJECT DESCRIPTION

Elm Street Sewer: - The sewer work to be completed under the MDOT Elm Street Reconstruction Project is generally described as follows: A new 200mm (8") sewer will be installed starting at an existing manhole on Main Street. A new 200mm (8") sewer will be installed on Elm Street starting at Main Street. The new 200mm (8") sewer will be installed at the new centerline of Elm Street and will continue in the easterly direction for approximately 900 meters. A new 250mm (10") sewer will be installed on Elm Street starting approximately 75 meters east of Alton Street and will continue to an existing sewer pump station. A new 200mm (8") sewer will be installed from the existing sewer pump station and continue easterly for 60 meters.

The following main line lateral sewers shall be installed:

- Chase Hill Street - new 200mm (8") sewer
- Cross-country main at approximate station 1+280 - new 200mm (8") sewer
- Milo Elementary School - new 200mm (8") sewer
- Spring Street - new 200mm (8") sewer
- Alton Street - new 200mm (8") sewer

New sewer services will be installed for each home or business along the route of the new main to the right-of-way line, where they will be connected to the existing services once the sewer main has been tested.

Following the completion of services the existing sewer main along the new sewer route will be abandoned. Existing sewer pipes will be plugged at manholes and manholes will be filled.

10 – ROCK EXCAVATION

Rock excavation (if required) shall be paid under pay item 203.21 per MDOT specifications and as modified herein. Pay limits for trench rock excavation shall be 0.15 m below the pipe and 1 m maximum pay width. Pay limits for manholes shall be 0.15 m below the manhole and 0.5 m beyond the edge of the structure. No payment will be made for rocks less than 2.5 m³ in size. Blasted rock/ledge is not suitable for trench/manhole backfill. Replacement material shall be incidental to the rock excavation price.

11 - BASIS OF PAYMENT

The work specified in this section (General Requirements) is incidental to the overall sewer utility portion of the project. No payment will be made under this section.

SPECIAL PROVISION
Section 801

GRAVITY SANITARY SEWERS

801.01 GENERAL

Furnish all labor, materials and equipment necessary to install and test the Gravity Sanitary Sewers and Sewer Services as specified in the contract documents. All sewer mains shall be tested prior to acceptance (pressure testing of sewer services is not required). All testing shall be done in the presence of the Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any testing.

801.02 MATERIALS

A.) Pipe - Unless specified otherwise on the plans all gravity sewer main and service pipe shall be polyvinyl chloride (PVC) pipe and shall conform to ASTM D3034 SDR 35. The joints shall be push-on type utilizing rubber sealing rings that conform to ASTM D3212 and F477. PVC resin shall conform to ASTM D1784. When the gravity sewer pipe has more than 3.6 m (12') of cover, ductile iron pipe shall be used. The ductile iron pipe shall be push-on pipe bell-tite joint double cement lined tar coated Class 50 (per AWWA C151, C-111 and C-104).

B.) Fittings - All PVC sewer fittings shall be in full conformance with ASTM D-3034. PVC resin shall conform to ASTM D-1784, joints shall conform to ASTM D-3212 and gaskets shall conform to ASTM F-477.

The lateral service pipe shall connect to the sewer main with a wye or tee. No saddles are allowed.

For connection of new sewer services to existing clay tile, AC or Sch 40 PVC service laterals, a flexible compression coupling shall be used. Coupling shall be made of elastometric polyvinyl chloride with series 300 stainless steel clamps. Couplings shall be manufactured by Calder, Fernco, or approved equal. Connection to SDR 35 PVC laterals shall utilize PVC double bell repair couplings.

C.) Cast Couplings - Cast couplings shall have ductile iron sleeves and follower flanges per ASTM A-536. Sleeve ends shall have a smooth inside taper for uniform gasket sealing. Follower flanges shall be designed for a high strength/weight ratio. Bolts shall be high strength low alloy steel bolts per ASTM A-325 with heavy, semi-finished hexagon nuts per ASTM A-563 and AWWA C111. When specified on the drawings, nuts and bolts shall be 316 Stainless Steel. Gaskets shall be virgin SBR compounded for water service. Gaskets shall meet ASTM D2000 3 BA715.

Sleeves and follower flanges shall be painted with shopcoat enamel. When specified on the drawings, epoxy coated sleeves and flanges shall be provided. Cast coupling center sleeves lengths shall be as shown in the following table.

Pipe Ø	4"	6" & 8"	12"
Minimum Center Sleeve Length	5"	7"	10"

Acceptable manufacturers of cast couplings shall be Viking Johnson (Maxifit), Smith-Blair, Rockwell, Dresser, Romac or approved equal.

- D.) Handling - Care should be exercised in transporting and handling of pipe to avoid damage. Pipe stored on-site shall be in enclosures or under protective coverings. Materials shall not be stored directly on the ground.

801.03 INSTALLATION

- A.) Gravity Sanitary Sewers - The pipe shall be installed to the lines and grades shown on the contract documents. The pipe elevation at any point shall not be off-grade by more than 0.0002 m/m (ft./ft.). This allows for a maximum tolerance of 6 mm (0.02 feet) in a 30 m (100') run and a maximum tolerance of 18 mm (0.06 feet) in a 90 m (300') run. The allowable elevation tolerance for individual lengths of pipe shall be +/- 3 mm (0.01 feet).

The pipe alignment at any point shall not be off-line by more than 0.0002 m/m (ft./ft.). The allowable tolerance for individual lengths of pipe shall be +/- 3 mm (0.01 feet).

The pipe shall be bedded with crushed or screened stone from 150 mm (6") below the pipe to 150 mm (6") above the pipe. The trench shall be excavated to the required grade and 150 mm (6") of bedding installed and compacted. The pipe shall be installed on the bedding and the joints assembled in accordance with the recommendations of the manufacturer. Bedding material shall then be installed to the mid-point of the pipe. The bedding shall be worked and packed under the edges of the pipe with hand shovels and then it shall be compacted. Bedding material shall then be installed to 150 mm (6") above the pipe and compacted.

All compaction of bedding material shall be done with a vibrating plate compactor for the full trench width. Care shall be taken to prevent movement of the pipe during bedding installation, compaction, and backfilling.

Blocking (installation of the pipe prior to bedding and then support of the pipe while bedding is installed under it) shall not be allowed.

All field cutting and beveling of pipe shall comply with the manufacturer's recommendations. Ends shall be cut square and perpendicular to the pipe axis. Ends shall be beveled, filed smooth and stop marked with a felt tip marker so that they are comparable to factory pipe spigots.

Utilize cast couplings for all repairs to sewer mains and for connections of new sewers to existing mains.

- B.) Sewer Services - Unless otherwise required, all sewer service pipes shall be installed at the following slopes. The following slopes are the minimum acceptable slopes and shall be utilized to allow for connecting by the users. For 150 mm (6") pipes the slope shall be 0.01 m/m (ft./ft.). For 100 mm (4") pipes the slope shall be 0.02 m/m (ft./ft.).

801.04 INSPECTION

The Contractor will supply all labor necessary for the Engineer to inspect the pipe and fittings. The Contractor will examine the areas to receive piping for defects, weak structural components, and deviations beyond allowable tolerances for pipe clearances that would adversely affect the execution and the quality of the work. The Contractor will remove all rejected materials from the job site. Work will be started only after adverse conditions are corrected. Backfilling of pipe will begin only after the pipe installation is in conformance with these specifications.

801.05 SEPARATIONS AND CROSSINGS OF SEWERS AND WATER MAINS

Sanitary Sewers shall be laid at least 3 meters (10 feet) horizontally from any existing or proposed water main, per State of Maine Department of Human Services Regulations. The distance shall be measured edge of pipe to edge of pipe. At crossings, one full length of sewer pipe shall be located so both joints will be as far from the water pipe as possible. Special structural support for the water and sewer pipes may be required.

801.06 BYPASSING AND TEMPORARY PUMPING

The Contractor shall provide temporary bypassing operations and or temporary pumping of wastewater as needed for completion of the project. Comply with all applicable environmental and safety requirements. Do not discharge or dispose of any substance without proper permits and approvals.

801.07 TESTING

- A.) Testing Requirements – The Contractor shall only use testing equipment, plugs and compressors specifically designed for low pressure sewer testing. Equipment shall include a pressure relief valve set no higher than 9 psig. The Contractor shall follow the manufacturer's recommendations for operation and safety. Equipment shall only be operated by personnel trained and experienced with its proper use.

For a sewer main test to be considered for acceptance, the sewer main segment must be part of a manhole to manhole reach of pipe that has been completed and backfilled to final grade. The manholes on each end of the reach of pipe shall be successfully tested prior to testing of the sewer main.

The maximum allowable infiltration limit for all pipe (including services) shall be 100 gal/day/inch/mile of pipe installed. If there is evidence of poor workmanship, improper storage of pipe, excessive infiltration, or if test results are unsatisfactory, the Engineer may direct that additional tests and repairs be made on any and all of the pipe (including services).

- B.) Testing Procedure – Test all gravity sewer lines for leakage by conducting a low pressure exfiltration air test. All sewer lines shall be cleaned to remove all sediment and debris prior to testing.

Test plugs shall be properly installed and braced.

A minimum of 4-lbs/sq-in air pressure shall be applied to the line being tested. The air compressor shall then be shut off. A pressure drop, from the applied pressure, of less than 1.0 psi during the period of time specified in the table below will constitute an acceptable air pressure test. If the pressure drop during the

indicated time interval is exceeded, the test will be determined as a failure and the Contractor shall locate and correct the leak associated with the failure. Following correction of the leak the pipe shall be retested at the Contractor's expense.

Sewer Diameter (mm)	100	150	200	250	300
Sewer Diameter (Inches)	4	6	8	10	12
Test Duration (Minutes)	2	3	4	5	6

All sewer lines not complying with the requirements for infiltration and/or air testing shall be repaired or replaced at the Contractor's expense. The Contractor shall repair and retest the line at his expense until an acceptable test is achieved. No repairs will be made internally on the pipe unless specifically authorized by the Engineer in writing. All repairs shall be made externally to the sewer lines. If any pipe is defective, it shall be removed and replaced.

If, during the process of repairing the new sewer main or during other operations not necessarily related to sewer construction (such as constructing roadways, cleanup, etc.), debris and sediment enters the new sewer or manholes, the sewer shall again be cleaned before final acceptance shall be made.

- C.) Deflection Test (For PVC Pipe) – Prior to final acceptance of the sewer the Contractor shall take deflection measurements of all PVC sewer mains by use of a mandrel assembly (7½%) pulled through the entire length of each sewer run. If a deflection in the diameter of the pipe equal to or greater than 7½% of the specified pipe diameter is measured, the defective pipe will be removed and replaced by the Contractor at the Contractor's expense. The pipe shall then be retested.

801.08 METHOD OF MEASUREMENT

- A.) Gravity Sanitary Sewers - The pipe shall be measured by the installed length to the nearest ½ meter along the slope of the pipe from the inside edge of manholes.
- B.) Sewer Services – The pipe shall be measured by the installed length to the nearest ½ meter along the slope of the pipe from the gravity sewer to the connection to the existing service or to the end cap.

801.09 BASIS OF PAYMENT

- A.) PVC Sanitary Sewer – The accepted and measured quantities of PVC sewer will be paid at the contract unit price per meter for the types and sizes, complete in place. This includes all labor, materials, and equipment required to install the sewers as described in the contract documents. This includes: site work, site preparation, pavement cutting, excavation, shoring, dewatering, bedding material, pipe, fittings, installation, testing, flushing, backfilling, surface restoration (where applicable), and compaction. Payment of the unit price for PVC Sanitary Sewer shall be full compensation for the incidental work items needed for a complete sewer installation including: coring manholes, installing boots, and furnishing and installing cast couplings where necessary.
- B.) Sewer Services - The accepted and measured quantities of PVC sewer services will be paid at the contract unit price per meter for the types and sizes, complete in place. This includes all labor, materials, and equipment required to install the sewer services as described in the contract documents. This includes: site preparation, pavement cutting, excavation, shoring, dewatering, bedding material, pipe, fittings, location of existing services, connections to existing services (including couplings and 4" dia. spool pieces), installation, flushing, backfilling, surface restoration (where applicable), and compaction.
- C.) Testing - Gravity Sewer Main Testing is incidental to Gravity Sanitary Sewers.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
801.16	150 mm(6") PVC Sanitary Sewer	linear meter
801.17	200 mm (8") PVC Sanitary Sewer	linear meter
801.175	250 mm (10") PVC Sanitary Sewer	linear meter

SPECIAL PROVISION

Section 803

PRECAST SEWER MANHOLE

803.01 GENERAL

Furnish, install and test all manholes as specified in the contract documents.

803.02 MATERIALS

- A.) Manholes – All manholes shall be constructed of precast concrete. Manholes shall be designed for H-20 loading. Concrete manholes shall have 4000 psi 28 day strength for 1.2 m (4') diameter and 5000 psi for any of larger diameter and shall acquire 75% of their 28 day strength before being shipped to the project. Manholes shall have factory cast holes at the proper location and elevation as shown on the contract drawings. Manhole sections shall be joined with butyl rubber kent seal no. 2. Minimum thickness of the reinforced barrel sections and base shall be 125 mm (5"). All manholes shall have eccentric cones. The tops of the cones shall be 200 mm (8") wide to accommodate bricks. Two coats of bituminous waterproofing shall be applied to the outside of all manholes. Damaged manholes shall be rejected.
- B.) Mortar and Bricks – Mortar to be used in the construction of inverts and placement of frames shall be Type II Portland cement (one part), sand (2 parts) and hydrated lime (not over 10 lbs. per bag of cement). Bricks shall be solid red clay bricks, not concrete units.
- C.) Steps – Manhole steps shall be polypropylene plastic coated steel by M.A. Industries or approved equal. Steps shall be cast into the manhole sections and spaced a maximum of 300 mm (12") on center vertically.
- D.) Frames and Covers – Covers shall be 610 mm (24") diameter and shall be clearly marked "SEWER". Frames shall have a clear opening of 560 mm (22"). The castings shall be of good quality even grained gray cast iron (ASTM-A48 Grade 30) and shall be free of lumps, blisters, scales, and other defects. Manhole covers shall have two lift holes and shall be matched to the frames with machined surfaces. The covers and frames shall be factory coated with a smooth nonbrittle coat of coal tar epoxy. Frames and covers shall have an H-20 load rating.
- E.) Pipe Sleeves – Pipe sleeves shall be lock joint flexible sleeves which shall be cast or locked into the manhole base. These sleeves shall be capable of allowing substantial off center alignment. The sleeves shall be attached securely to the outside of the pipe with stainless steel bands to provide a watertight seal.

803.03 INSTALLATION

- A.) Bases and Barrel Sections – Manhole bases shall be installed before laying pipe to the manhole. The manhole base shall be set on a 300 mm (12") compacted stone bed. Once the sewer pipe has been connected to the manhole, barrel sections shall be installed after installing kent seal at the joints. The pipe shall extend into the manhole so that it is flush with the inside wall. There shall be no pipe bells inside the manhole.
- B.) Inverts, Troughs and Tables – Manhole inverts shall be installed using bricks and mortar as shown on the contract drawings. The trough and table shall be lined with bricks. The trough depth shall be equal to the pipe diameter. The tables shall slope toward the trough at 80 mm per m (1" per foot) for drainage. The finished surface of the invert shall be smooth, free of any obstructions and shall have a uniform pitch from inlet to outlet. The finish surface for both inverts and tables shall be brick.
- C.) Frames and Covers – Install frames and covers as shown on the plans. The frames shall be brought to the proper grade with brick and mortar or cast-in-place concrete. All voids between bricks shall be filled with mortar and the bricks shall be coated with mortar on both the interior and exterior of the manhole. The mortar surface shall be smooth and even and shall slope inward on the exterior of the manhole to avoid lifting from frost. Frames shall not be backfilled until the mortar has set and acquired sufficient strength to avoid damage.

When manholes are in paved areas, the frame and cover shall be adjusted to grade once the base pavement has been placed. The cost of adjusting the frame and cover to grade, including pavement cutting and replacement, is incidental to the manhole cost. In paved areas the frame and cover shall be set 6 mm (1/4") below final (surface pavement) grade and aligned with pavement slope.

- D.) Dampproofing – Dampproofing shall be applied in 2 coats, only after concrete and mortar has set, allowing time between coats to permit sufficient drying so the application of the second coat has no effect on the first. Dampproofing shall be applied by brush or spray in accordance with the manufacturer's instructions.
- E.) Polywrap Manholes – Polywrap manholes as shown on the contract drawings.

803.04 TESTING

All manholes shall be vacuum tested immediately after assembly and prior to backfilling. All lift holes shall be plugged with an approved non-shrink grout. All pipes entering the manhole shall be plugged. The plugs shall be securely braced to prevent them from being sucked into the manhole. The test head shall be placed at the inside of the top of the cone section and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of 254 mm (10 inches) of mercury shall be drawn and the vacuum pump shut off.

With the valves closed the time shall be measured for the vacuum to drop to 229 mm (9 inches). The test shall pass if the time is greater than 60 seconds for 1.2 m (48") diameter, 75 seconds for 1.5 m (60") and 90 seconds for 1.8 m (72") diameter manholes. If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout while the vacuum is still being drawn. Re-testing shall proceed until a satisfactory test is obtained.

803.05 METHOD OF MEASUREMENT

Precast sewer manholes will be measured by the number of units complete and accepted in place.

803.06 BASIS OF PAYMENT

This item includes all labor, materials and equipment required to furnish and install precast sewer manholes as described in the contract documents. This includes: excavation, shoring, dewatering, bedding material, manhole sections, installation, pipe connections, inverts, steps, frame, cover, sealing, dampproofing, polywrapping, testing, repairs, backfilling, compaction, surface restoration (where applicable), and installation and adjustment of frame and cover to grade.

Payment will be made under:

<u>Pay item</u>	<u>Pay unit</u>
803.16 1.2 m (4') Diameter Precast Sewer Manhole	each

SPECIAL PROVISION
Section 803.01

TEST PITS

803.01.01 GENERAL

Furnish all labor materials and equipment necessary to provide Test Pits (exploratory excavations) in locations noted on the sewer drawings and in other areas where requested by Engineer.

803.01.02 TEST PITS

Test Pits are necessary to verify locations of existing water and sewer utilities and to verify elevations of water and sewer utilities in areas where no existing data is available.

On several side streets Test Pits will be needed to locate the old sewer main so that new manholes and sewer mains can be connected to it.

803.01.03 METHOD OF MEASUREMENT

Test Pits shall be measured per Test Pits completed. Test Pits or Exploratory Excavations that are noted in the contract documents as incidental to other pay items shall not be measured or paid under this item.

803.01.04 BASIS OF PAYMENT

The accepted and measured quantities of excavated material required for Test Pits shall be paid at the contract unit price per Test Pit for the completed Test Pit. This item includes all labor, materials and equipment required to provide Test Pits (exploratory excavations) at locations described in the contract documents or as directed by the Engineer. This includes: site preparation, pavement cutting, excavation, shoring, dewatering, backfilling, compaction, surface restoration (including gravel surface where applicable and loam and seed where applicable), erosion control, traffic control, measurements and data collection for the test pit.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
803.01	Test Pit	ea

SPECIAL PROVISION
Section 812.01

ABANDON SEWER MANHOLES

812.01.01 GENERAL

Furnish all labor materials and equipment necessary to abandon discontinued sewer manholes as described in the contract documents and where requested by Engineer.

812.01.02 ABANDON SEWER MANHOLES

After the new sewer has been placed in service, discontinued sewer manholes shall be abandoned. The existing frame and cover shall be removed and delivered to the Utility District. The top manhole section (to 1 m minimum below finish grade) shall be removed and disposed of. The existing pipes entering the manhole shall be grouted watertight. The remaining manhole structure shall then be filled with flowable fill to road subgrade.

812.01.03 BASIS OF PAYMENT

The accepted and measured quantities of abandoned manholes shall be paid at the contract unit price per manhole satisfactorily abandoned. This item includes all labor, materials and equipment required to abandon manholes at locations described in the contract documents or as directed by the Engineer. This includes: site preparation, pavement cutting, excavation, shoring, dewatering, removing frames and covers, removing manhole sections, disposal, filling manholes, backfilling, compaction, surface restoration (including gravel surface where applicable and loam and seed where applicable), erosion control, traffic control.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
812.18	Abandon Sewer Manhole	ea

SPECIAL PROVISION

Section 822

DUCTILE IRON PIPE

822.01 GENERAL

Furnish all labor, materials and equipment necessary to install and test all ductile iron force mains, gravity sewers and fittings, as specified in the contract documents. The minimum depth of cover specified in the contract documents refers to cover relative to the pipe location and finish grade not relative to the profile drawing.

822.02 MATERIALS

A.) Pipe - Pipe shall be ductile iron, double cement lined, tar coated, 5.48-6.09 m(18-20 foot) lengths. Pipe shall be in full conformance with AWWA C151 and AWWA C111 and AWWA C104. All pipe shall be push on unless indicated otherwise in the contract documents. Push-on pipe shall be bell tite joint Class 50. Flanged pipe shall be flanged joint Class 53. Mechanical joint pipe shall be mechanical joint Class 52.

B.) Fittings - Mechanical joint compact fittings shall be ductile iron Class 350, tar coated and shall include gaskets and corten bolts. Fittings shall be in accordance with AWWA C-153, AWWA C111 for joints and AWWA C104 for cement lining.

All fittings for buried service shall be mechanical joint. Fittings shall be manufactured by Tyler, U.S. Pipe, Griffin , Union or approved equal.

C.) Mechanical Joint Restraint - All mechanical joint fittings and connections shall utilize mechanical joint restraints. The restraining devices shall be of ductile iron construction and shall utilize standard MJ gaskets. Mechanical joint restrainers shall be Megalug (EBAA Iron Sales), Uniflange Series 1400, or approved equal. Conventional retainer glands with setscrews are not acceptable.

The mechanical joint restrainers shall be installed according to AWWA standards and the manufacturer's latest recommendations.

D.) Foster Adapter (or approved equal) - When shown on the drawings, mechanical joint valves and fittings shall be connected using a bolt-through positive restraining device manufactured of ductile iron conforming to ASTM A 80-55-06. Device shall be Foster Adapter (Infact Corporation), or approved equal, and shall be furnished with required accessories.

E.) Solid Sleeves – Solid sleeves shall be ductile iron Class 350 mechanical joint fittings per subsection above. Solid sleeves shall be “long” type (12” minimum length). Mechanical joint restrainers shall be utilized per subsection above.

F.) Cast Couplings - Cast couplings shall have ductile iron sleeves and follower flanges per ASTM A-536. Sleeve ends shall have a smooth inside taper for uniform gasket sealing. Follower flanges shall be designed for a high strength/weight ratio. Bolts shall be high strength low alloy steel bolts per ASTM A-325 with heavy, semi-finished hexagon nuts per ASTM A-563 and AWWA C111. When specified on the drawings, nuts and bolts shall be 316 Stainless Steel. Gaskets shall be virgin SBR compounded for water service. Gaskets shall meet ASTM D2000 3 BA715.

Sleeves and follower flanges shall be painted with shopcoat enamel. When specified on the drawings, epoxy coated sleeves and flanges shall be provided. Cast coupling center sleeves lengths shall be as shown in the following table.

Pipe Ø	4"	6" & 8"	12"
Minimum Center Sleeve Length	5"	7"	10"

Acceptable manufacturers of cast couplings shall be Viking Johnson (Maxifit), Smith-Blair, Rockwell, Dresser, Romac or approved equal.

822.03 INSTALLATION OF BURIED DUCTILE IRON FORCE MAIN PIPE

Installation shall follow the general AWWA standard for installation of ductile iron water mains - AWWA C600. The only exception is that backfill material for buried pipes shall have no stones larger than 150 mm (6") in diameter. Installation shall also follow the manufacturer's latest recommendations.

When ductile iron pipe is installed in earth excavations it shall be laid on the undisturbed bottom of trench. Backfill from the trench bottom to 300 mm (12") over the pipe shall be select excavated material with no stones larger than 25 mm (1"). This material shall be placed in 150 mm (6") lifts and compacted. Backfill to grade shall be per MDOT Standard Specifications Section 206.

All trench ledge excavations shall be extended to at least 150 mm (6") below the bottom of the pipe and then brought to grade with screened base gravel (50 mm max. stone). The screened gravel is considered incidental to the ledge excavation. The pipe shall be placed on this compacted bed and bedded with compacted screened base gravel (2" max. stone) to 150 mm (6") above the pipe.

Foreign material shall be prevented from entering the pipe at all times (including during storage, installation and while in the trench). No debris, tools, clothing, trench water, or other materials shall be placed in the pipe at any time. Immediately following installation of a pipe in the trench (prior to backfilling and moving of trench box) a secure cap or plug shall be installed in the bell end of the pipe. The cap or plug shall be steel or plastic and shall be gasketed and designed to prevent debris and water from entering the pipe during excavation work.

822.04 METHOD OF MEASUREMENT

Ductile iron pipe and appurtenances shall be measured by the installed length, to the nearest ½ meter, continuous through all fittings and appurtenances.

822.07 BASIS OF PAYMENT

- A.) Appurtenances – Appurtenances, couplings, restrainers and fittings are incidental to Ductile Iron Pipe.

- B.) Class 50 Ductile Iron Pipe - The accepted and measured quantities of ductile iron pipe will be paid at the contract unit price per meter for the types and sizes specified, complete in place. This includes all labor materials and equipment required to install the mains as described in the contract documents. For buried pipe this includes: excavations to locate existing pipe, excavating and maintaining the trench, shoring, dewatering, bedding material and placement, removal and disposal of existing buried facilities, filling abandoned facilities with flowable fill or gravel, including fill material, pipe, gaskets, fittings (including tees and bends), bolts, mechanical joint restrainers, couplings, thrust blocks, flushing, backfilling, compaction, surface restoration (where applicable), disinfecting and testing. Payment of the unit price for Class 50 Ductile Iron Pipe shall be full compensation for the incidental work items needed for a complete force main installation including: capping of existing mains.

Payment shall be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
822.3211	100 mm (4") Class 50 DI Force Main	linear meter
822.35	250 mm (10") Class 50 DI Sewer Main	linear meter

SPECIAL PROVISION
Section 823

GATE VALVES WITH BOXES

823.01 GENERAL

Furnish and install all gate valves with boxes and appurtenances as specified in the contract documents.

823.02 MATERIAL

- A.) Gate Valves for Buried Service - Gate valves shall be Resilient Seat Type, mechanical joint, Non Rising Stem. The valve design and construction shall comply with AWWA C509. The body and bonnet shall be ductile or cast iron and shall conform in thickness to those listed for gray iron in the applicable AWWA gate valve standards. The valve stem root diameter shall exceed AWWA C500 and the valve shall have a bronze thrust collar bushing. Valves shall have heat fusion bonded epoxy coating inside and out. Acceptable manufacturers and models are:

AFC 500
Metroseal 250 RS
Mueller Resilient Wedge Model 2360

Gate valves shall open left.

- B.) Valve Boxes - Valve boxes shall be cast iron, two piece, sliding type with a top flange and a minimum inside shaft diameter of 133 mm (5 ¼"). Boxes shall have the word "SEWER" clearly cast into the cover. Valve box bases shall be belled and valve box tops shall be flanged. The top shall be approved posi-cap type and shall fit tight against the bell of the base section of the valve box. Valve box covers shall be CI construction drop type. Valve boxes of the appropriate length shall be provided for all buried service valves and are considered incidental to the valve bid item.

823.03 INSTALLATION

Installation shall follow the general AWWA standard for installation of pipe and fittings - AWWA C600. The only exception is that backfill material for buried valves shall have no stones larger than 50 mm (2") in diameter. Installation shall also follow the manufacturer's latest recommendations. Care shall be taken to insure that the valve box base is supported by compacted select backfill rather than the valve body. Valve boxes shall be centered over the operating nut and installed plumb. Install a Posi-Cap device on valve prior to installing valve box.

When gate valves are in paved areas, the gate box shall be adjusted to grade once the base pavement has been placed. The cost of adjusting the gate box to grade, including pavement cutting and replacement, is incidental to the valve cost. In paved areas the valve box top shall be set 6 mm (1/4") below final (surface pavement) grade.

823.04 METHOD OF MEASUREMENT

Gate Valves with boxes shall be measured by the number of units of each size, complete and accepted in place.

823.05 BASIS OF PAYMENT

This item includes all labor, materials and equipment required to furnish and install gate valves with boxes as described in the contract documents. This includes: valves, gaskets, bolts, mechanical joint restrainers, valve boxes, posi-caps, tapping sleeve where applicable, tapping where applicable and installation.

Payment shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
823.321 250mm (10") Gate Valve with Box	each

SPECIAL PROVISION
Section 827

TRENCH INSULATION

827.01 GENERAL

Furnish all labor, materials, equipment and appurtenances necessary to install the trench insulation as specified in the Contract Documents. Trench insulation refers to insulation board installed between mains and storm drains or where cover is insufficient.

827.02 MATERIALS

Trench insulation shall be extruded polystyrene plastic foam insulation board equal to STYROFOAM brand as manufactured by the Dow Chemical Company and as meeting ASTM C-578 Type IV. Insulation shall be Dow STYROFOAM T&G, or Owens Corning Foamular 250 T&G, or equal. Insulation shall be 50mm (2") thick and have a minimum compression strength of 25 psi (ASTM D-1621).

827.03 INSTALLATION

The insulation shall be a minimum of 0.6m (2 feet) wide and shall extend a minimum of 150mm (6") beyond the outside edge of the pipe. The insulation thickness shall be 50mm (2") unless otherwise specified on the drawings or required by the Engineer. In general it shall be used where the top of the new pipe is less than 1.5m (5') below finish grade and where the top of the existing pipe is less than 1.2m (4') below finish grade.

The insulation shall be installed on top of a smooth, flat surface of compacted select backfill or bedding. The insulation shall be 150mm (6") above the top of the new pipe or 12" below subgrade elevation for existing pipe. Joints shall be butted tightly for maximum protection. Backfilling over the insulation shall be done by hand for the first 200mm (8") and compacted before remaining backfill is applied.

Installation for each type of insulation shall be according to the manufacturers' recommendations. In general, backfill shall be clean, dry, and be free of any material which can dissolve or harm the plastic such as petroleum products.

827.04 BASIS OF PAYMENT

This item includes all labor, materials and equipment required to furnish and install trench insulation as described in the contract documents. This includes sitework, insulation and installation. Measurement of each linear foot installed shall be based on a thickness of 50mm (2") and width of 0.6m (2').

Payment shall be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
827.33	Trench Insulation	linear meter

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)
PERMIT BY RULE NOTIFICATION FORM
(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 10012.00

Name of Applicant: State of Maine Department of Transportation Name of Contact: Ben Condon
Mailing Address: 16 Station State House Town/City: Augusta State: Me. Zip Code: 04330-0016
Daytime Telephone #: (207)-624-3074 Name of Wetland, Water Body or Stream: Unnamed Stream

Detailed Directions to Site: Project begins at the northerly junction of Route 11 and extending southerly 0.97 of a mile to 0.16 of a mile southerly of Davis Street.

Town/City: Milo Map #: N/A Lot #: N/A County: Piscataquis

Description of Project: Project consists of highway improvements, including the replacement of a culvert on a stream which is over the 75' maintenance threshold. The project will 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*.

Part of a larger project? Yes No

(CHECK ONE) This project... does does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.


- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Soil Disturbance | <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (14) Piers, Wharves & Pilings |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (9) Utility Crossing | <input type="checkbox"/> Sec. (15) Public Boat Ramps |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects |
| <input type="checkbox"/> Sec. (5) REPEALED | <input checked="" type="checkbox"/> Sec. (11) State Transport. Facilities | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | |

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$55 (non-refundable) payment shall be done by internal billing.
- **Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach** photographs showing existing site conditions (unless not required under standards).

Signature of Applicant: _____


John E. Dority, Chief Engineer

Date: _____

10/18/06

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY
PBR # FP

Ck.#

Date

Staff

Acc. Date

Staff

Def. Date

After Photos

11. State transportation facilities

A. Applicability

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

B. Standards

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, and the Atlantic Salmon Authority. The activity must be performed according to any recommendations from these authorities.
- (3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

- (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
- (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
- (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, and the Atlantic Salmon Authority concur that the improvement is not necessary.
- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.
 - (a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.
 - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.
 - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal

of debris must be in conformance with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 *et seq.*

- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.
- (19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.
- (20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).
- (21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.
- (22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water. Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place

prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

- (23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.
- (24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.
- (25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.
- (26) Non-native species may not be planted in restored areas.
- (27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 *et seq.*
- (28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

C. Definitions. The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.

- (4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.

Applicant: General Public, State of Maine
Permit Number: NAE-2005-2164

Effective Date: October 11, 2005
Expiration Date: October 11, 2010

**DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a Programmatic General Permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine.

I. GENERAL CRITERIA

Activities with minimal impacts, as specified by the terms and conditions of this PGP and on the attached Appendix A, Definition of Categories, are either:

Category 1: Non-reporting. Eligible without screening (provided the authorizations are obtained which this permit states are necessary for activities to be eligible for authorization under this non-reporting category), or,

Category 2: Reporting. Require screening and a written determination of eligibility under the PGP by the Corps after coordination with the U.S. Fish and Wildlife Service (U.S. FWS), U.S. Environmental Protection Agency (EPA) and the National Marine Fisheries Service (NMFS).

This PGP does not affect the Corps Individual Permit review process or activities exempt from Corps jurisdiction.

II. ACTIVITIES COVERED:

Work and structures that are located in, or that affect, navigable waters of the United States (U.S.) (Corps regulates under Section 10 of the Rivers and Harbors Act of 1899); the discharge of dredged or fill material into waters of the United States (Corps regulates under Section 404 of the Clean Water Act); and the transportation of dredged material for the purpose of disposal in the ocean (Corps regulates under Section 103 of the Marine Protection, Research and Sanctuaries Act).

III. PROCEDURES:

A. State Approvals

For projects authorized pursuant to this PGP, the following State approvals are also required. The applicable permits must be obtained in order for this PGP authorization to be valid (applicants are responsible for ensuring that all required State permits and approvals have been applied for and obtained):

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule and general permit authorizations (NRPA permit issuance constitutes both the state permit and the WQC); Site Location of Development Act permit; and Maine Waterway Development and Conservation Act permit.
- Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- Maine Department of Marine Resources: Lease.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Lease

NOTE: This PGP may authorize projects that are not regulated by the State of Maine (e.g., seasonal floats or moorings).

B. Corps Authorizations

CATEGORY 1 (Non-Reporting)

Eligibility Criteria

Activities in Maine may proceed without application or notification to the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 1 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15).

If the State or the Corps does not contact the applicant for DEP's Tier One permits during the DEP's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Federal Screening Procedures (see Page 4) for additional information regarding screening.

Project proponents seeking Category 1 authorizations are not relieved of the obligation to comply with this PGP's General Conditions (see Page 7) and other Federal laws such as the National Historic Preservation Act, the Endangered Species Act (ESA) and the Wild and Scenic Rivers Act. Therefore, consultation with the Corps and/or outside experts such as the Maine Historic Preservation Commission and the appropriate Indian tribes is recommended when there is a high likelihood of the presence of resources of concern.

Although Category 1 projects are non-reporting, the Corps reserves the right to require screening under Category 2 or Individual Permit review if there are concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority, Page 7).

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this PGP and not subject to jurisdiction under the NRPA and LURC Land Use Districts and Standards.

Enforcement cases. This PGP does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps or EPA enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.

CATEGORY 2 (Reporting – Requiring Screening)

Eligibility Criteria

Activities in Maine require written approval from the Corps if they:

- Are subject to Corps jurisdiction (see General Condition 2, Page 7),
- Meet the definition of Category 2 in Appendix A - Definition of Categories, and
- Meet the General Conditions of the PGP (see Pages 7 - 15),

These projects will be reviewed through interagency screening (see Federal Screening Procedures below) to determine whether such activities may be authorized under this PGP. To be eligible and

subsequently authorized, an activity must result in minimal impacts to the aquatic environment as determined by the Corps based on comments from the review team and the criteria listed above. Mitigation may be required to compensate for unavoidable impacts to ensure net effects of a project are minimal.

For Category 2 projects, applicants must obtain a written authorization from the Corps and State approvals as stated on Page 1.

To ensure compliance with the conditions of this PGP, consultation with the Corps and outside experts is required. This includes consultation with the Maine Historic Preservation Commission and the appropriate Native American Indian tribes to ensure compliance with Condition 8. Also, note the review thresholds under Category 2 apply to single and complete projects only (see General Condition 5).

Enforcement cases. See previous section.

Application Procedures

The Corps must review and approve in writing all Category 2 activities. Generally, the State will provide the Corps with a copy of State applications received, but it is ultimately the applicant's responsibility to ensure the Corps receives the application from the State. Therefore, it is recommended that applicants either verify with the Corps receipt of their application from the State (DEP or LURC), or apply directly to the Corps with either a copy of their State application or a Corps application (ENG Form 4345). Applicants must apply directly to the Corps using ENG Form 4345 if the work is not State regulated.

Upon receipt of the application, the Corps will determine if it:

- (a) requires additional information (see "information typically required" on the following page);
- (b) is appropriate for screening with the Federal resource agencies (see Category 2 Federal Screening Procedures on the following page);
- (c) is ineligible under the terms and/or conditions of this PGP; or
- (d) will require Individual Permit review, regardless of whether the terms and conditions of this PGP are met, based on concerns for the aquatic environment or any other factor of the public interest (see General Condition 4, Discretionary Authority).

If open water disposal is proposed, the Corps will make a suitability determination, fully coordinated with the Federal resource agencies, before coordinating a project at a joint processing meeting.

All Category 2 applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and the Indian tribe(s) listed on Page 17, at the same time, or before, they apply to the DEP, LURC, or the Corps, to be reviewed for the presence of historic, archaeological or tribal resources in the permit area that the proposed work may affect. Submittals to the DEP or Corps shall include information to indicate that this has been done (a copy of the applicant's cover letter to Maine Historic Preservation Commission and tribes or a copy of the Historic Preservation Commission and tribal response letters is acceptable).

Information Typically Required

The following information may not be necessary for all projects. Please see www.nae.usace.army.mil for a more comprehensive checklist. Select "Regulatory/Permitting," "Forms" and then "Application and Plan Guideline Checklist." Please check with our Maine office for project-specific requirements.

- (a) purpose of project;
- (b) 8½"x 11" locus map. 8½"x 11" plan views of the entire property, including property lines, and project limits with existing and proposed conditions;
- (c) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (d) legible, reproducible plans. Show mean low water (MLW), mean high water (MHW) and high tide line (HTL) elevations in navigable waters;
- (e) each plan should show the NGVD 1929 equivalent for the project's vertical datum (MLW, MLLW, MHW, HTL or other tidal datum for tidal projects) with the vertical units. Do not use local datum;
- (f) wetland delineation for the site, Corps wetland delineation data sheets (see web site), and calculations of waterway and wetland impact areas (see General Condition 2);
- (g) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (h) 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 ordinary high water in inland waters and below the high tide line in coastal waters;
- (i) limits of any Federal Navigation Project in the vicinity and State Plane Coordinates for the limits of the proposed work closest to the Federal Navigation Project;
- (j) on-site alternatives analysis. Please contact Corps for guidance;
- (k) identify and describe potential impacts to Essential Fish Habitat. See General Condition 11 and contact Corps for guidance;
- (l) photographs of wetland/waterway to be impacted.

Information typically required for dredging projects:

- (a) sediment testing, including physical (e.g., grain-size analysis), chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols. Sampling and testing of sediments without such contact should not occur and, if done, would be at the applicant's risk.
- (b) the area in square feet and volume of material to be dredged below mean high water;
- (c) existing and proposed water depths;
- (d) type of dredging equipment to be used;
- (e) nature of material (e.g., silty sand);
- (f) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects;
- (g) information on the location and nature of municipal or industrial discharges and occurrence of any contaminant spills in or near the project area, location of the disposal site (include locus sheet);
- (h) shellfish survey;
- (i) identify and describe potential impacts to Essential Fish Habitat (see General Condition 11);
- (j) delineation of submerged aquatic vegetation (e.g., eelgrass beds).

Federal Screening Procedures

The Corps will review all complete applications for Category 2 projects requiring Corps approval at interagency screening meetings (or "joint processing" meetings) with the Federal resource agencies (U.S. FWS, EPA and NMFS) to determine whether such activities may be authorized under this PGP. The Federal resource agencies will comprise the interagency review team. The meetings are held at the Corps every three weeks, or coordinated as necessary to provide applicants with a timely response. The Corps and Federal resource agencies, at the branch chief or equivalent level, may agree on certain activities that do not need to be coordinated at these meetings.

If the Corps and Federal resource agencies determine that the activity is eligible for the PGP, the Corps will send an authorization letter directly to the applicant. The Corps will generally issue an eligibility determination within the State's review period, not to exceed 60 days. If the Corps determines that the activity is not eligible under the PGP or that additional information is required, the Corps will notify the applicant in writing and will send a copy of this notification to DEP or LURC.

For projects reviewed with the Federal resource agencies, the agencies may recommend, within ten business days, either 1) special conditions for projects to avoid or minimize adverse environmental effects and to ensure the terms and conditions of the PGP are met, or 2) Individual Permit review. The Corps will determine that a project is ineligible under this PGP and will begin its Individual Permit review procedures if any one of the Federal resource agencies, within ten business days of the screening meeting, expresses a concern within their area of expertise, states the resource or species that could be impacted by the project, and describes the impacts that, either individually or cumulatively, will be more than minimal.

This ten-day notice may be spoken and is not required to be fully documented, but must be confirmed with a written response within an additional ten working days from the date of the spoken comment. Written responses must be signed by the Federal resource agency field supervisor or branch chief, as appropriate, and must identify the affected resource within their area of expertise. The intent of the spoken notification is to allow the Corps to give timely notification to the applicant that additional information is needed and/or an Individual Permit may be required. The Corps may reinstate a project's eligibility under the PGP provided the Federal agencies' concerns are satisfied. The Federal resource agencies may request additional information within their area of expertise within ten business days of the screening meeting. This information shall be commensurate to the level of impact and agreed upon by the Corps. The agencies are allowed an additional ten business days after their receipt of additional information to provide special conditions or a written Individual Permit request to the Corps.

If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal resource agencies, will require an Individual Permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials.

Minerals Management Service (MMS) Review

Projects with construction of solid fill structures or discharge of fill that may extend beyond the coastline or the baseline from which the territorial sea is measured (i.e., mean low water), must be coordinated with Minerals Management Service (MMS), Outer Continental Shelf (OCS) Survey Group, pursuant to the Submerged Lands Act (43 USC, Section 1301-1315, 33 CFR 320.4(f)). The Corps will forward project information to MMS for their review. The MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15-day review period will constitute a "no effect" determination. Otherwise, the solicitor's notification to the Corps may be spoken but must be followed with a written confirmation within ten business days from the date of the spoken notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structures or fills authorized under this PGP.

Emergency Situations Procedures

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. If an emergency situation requires action in less than 30 days after the occurrence, it qualifies for the amended notification procedures described below.

Notification Procedures for Emergency Situations:

Any project proponent may request emergency authorization from the Corps, however the Corps will determine if a project qualifies for these emergency situation procedures. The Federal resource agencies, the Maine Historic Preservation Commission and the tribes will each designate an emergency contact and an alternate in the event the regular contact is unavailable. When an application for Category 2 work is received that the Corps determines is an “emergency” as defined above, the Corps will fax a copy of the plans and Determination of Eligibility to the agency representatives and their alternates. The resource agencies would then have 16 business hours to notify the Corps if they have any comments on authorization of the project under the PGP. Objections to the Corps determination of an “emergency” situation will not be accepted. If no response is received within 16 business hours, the Corps will proceed with a decision on the application. If the resource agencies have comments on the proposal, they will have 16 business hours to put their comments in writing. If written comments from the Federal agencies are not received within 16 business hours, the Corps will proceed with a decision on the application.

If a Federal agency requests that an Individual Permit be required for a project or requests modifications to the project based on concerns within their area(s) of expertise, the Corps will notify the applicant within one business day of receipt of that request that the project as proposed does not qualify for authorization under this PGP and the emergency Individual Permit procedures may be followed. In any event, the Corps will notify the applicant within 16 business hours of commencement of the screening process as to whether the project may proceed under this PGP.

IV. CORPS AUTHORIZATION: INDIVIDUAL PERMIT

Work that is defined in the Individual Permit category of Appendix A – Definition of Categories, or that does not meet the terms and conditions of this PGP, will require an application for an Individual Permit from the Corps (see 33 CFR Part 325.1). The screening procedures outlined for Category 2 projects will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at our web site or by calling us (see Page 16). Individual water quality certification and coastal zone management consistency concurrence are required when applicable from the State of Maine before Corps permit issuance. The Federal resource agencies’ comments are due within ten working days after the Public Notice’s expiration date, unless the Corps receives and approves a written request for a time extension within ten working days after the notice’s expiration.

V. PROGRAMMATIC GENERAL PERMIT CONDITIONS:

The following conditions apply to activities authorized under this Maine PGP, including all Category 1 (non-reporting) and Category 2 (reporting – requiring screening) activities:

General Requirements

1. Other Permits. Authorization under this PGP does not obviate the need to obtain other Federal, State, or local authorizations required by law. This includes, but is not limited to, the project proponent obtaining a Flood Hazard Development Permit issued by the town, if necessary. Inquiries may be directed to the municipality or to the Maine Floodplain Management Coordinator at (207) 287-8063. See <http://www.maine.gov>.

2. Federal Jurisdictional Boundaries. Applicability of this PGP shall be evaluated with reference to Federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the Federal criteria defined at 33 CFR 328-329. These sections prescribe the policy, practice and procedures to be used in determining the extent of jurisdiction of the Corps concerning “waters of the U.S.” and “navigable waters of the U.S.” Wetland boundaries shall be delineated in accordance with the January 1987 Corps of Engineers Wetlands Delineation Manual, located at <http://www.usace.army.mil/inet/functions/cw/cecwo/reg/wlman87.pdf>. The U.S. FWS publishes the National List of Plant Species that Occur in Wetlands, located at <http://www.nwi.fws.gov>. The Natural Resources Conservation Service (NRCS) develops the hydric soil definition and criteria, and publishes the current hydric soil lists, located at <http://soils.usda.gov/use/hydric/>.

3. Minimal Effects. Projects authorized by this PGP shall have no more than minimal individual and cumulative adverse environmental impacts as determined by the Corps.

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

5. Single and Complete Projects. This PGP shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project shall be treated together as constituting one single and complete 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) unless the Corps determines that a component has independent utility. (The *Independent Utility* test is used to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.) For linear projects, such as power lines or pipelines with multiple

crossings, the “single and complete project” (i.e., single and complete crossing) will apply to each crossing of a separate water of the U.S. (i.e., single waterbody) at that location; except that for linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project, and may be reviewed for Category 1 eligibility. (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.) If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2. Also, this PGP shall not be used for any activity that is part of an overall project for which an Individual Permit is required, unless the Corps determines the activity has independent utility.

6. Permit On-Site. For Category 2 projects, the permittee shall ensure that a copy of this PGP and the accompanying authorization letter are at the work site (and the project office) authorized by this PGP whenever work is being performed, and that all personnel with operation control of the site ensure that all appropriate personnel performing work are fully aware of its terms and conditions. The entire permit authorization shall be made a part of any and all contracts and sub-contracts for work that affects areas of Corps jurisdiction at the site of the work authorized by this PGP. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means this PGP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract as a change order. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions contained within the entire PGP authorization, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

National Concerns

7. St. John/St. Croix Rivers. This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.

8. Historic Properties. Any activity authorized by this PGP shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission, the National Register of Historic Places, and the Penobscot, Passamaquoddy, Micmac, and Maliseet Tribal Historic Preservation Officers. See Page 17 for historic properties contacts. If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

9. National Lands. Activities authorized by this PGP shall not impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service.

10. Endangered Species. No activity may be authorized under this PGP which:

- is likely to adversely affect a threatened or endangered species, a proposed species, designated critical habitat, or proposed critical habitat as identified under the Federal ESA,
- would result in a “take” of any threatened or endangered species of fish or wildlife, or
- would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer (DE) that the requirements of the ESA have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. FWS and NMFS (see Page 16 for addresses).

11. Essential Fish Habitat. As part of the PGP screening process, the Corps will coordinate with NMFS in accordance with the 1996 amendments to the Magnuson-Stevens Fishery Conservation and Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed “Essential Fish Habitat (EFH)”, and is broadly defined to include “those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity.” Applicants may be required to describe and identify potential impacts to EFH. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. For additional information, see the EFH regulations at 50 CFR Part 600 (<http://www.nmfs.noaa.gov>). Additional information on the location of EFH can be obtained from NMFS (see Page 16 for contact information).

Any work in any aquatic habitat in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the PGP and must be screened for potential impacts to EFH.

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

12. Wild and Scenic Rivers. Any activity that occurs in a component of, or within 0.25 mile up or downstream of, the main stem or tributaries of a river segment of the National Wild and Scenic River System, must be reviewed by the Corps under the procedures of Category 2 of this PGP regardless of size of impact. This condition applies to both designated Wild and Scenic Rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If

preapplication consultation between the applicant and the NPS has occurred whereby NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to Wild and Scenic River issues), this determination should be furnished to the Corps with submission of the application. (See NPS address on Page 16.) National Wild and Scenic Rivers System segments for Maine as of September 2005 include: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River (length = 92 miles).

13. Federal Navigation Project. Any structure or work that extends closer to the horizontal limits of any Corps Federal Navigation Project (See Appendix B) 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.

14. Navigation. (a) There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein. (b) The permittee understands and agrees that, if future operations by the United States 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 of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

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

Minimization of Environmental Impacts

16. Minimization. Discharges of dredged or fill material into waters of the United States, including wetlands, shall be avoided and minimized to the maximum extent practicable. Permittees may only fill those jurisdictional wetlands that the Corps authorizes to be filled and impact those wetlands that the Corps authorizes as secondary impacts. For coastal structures such as piers and docks, the height above the marsh at all points should be equal to or exceed the width of the deck. The height shall be measured from the marsh substrate to the bottom of the longitudinal support beam. This will help ensure sunlight reaches the area beneath the structure.

17. Heavy Equipment in Wetlands. Heavy equipment, other than fixed equipment (drill rigs, fixed cranes, etc.), working within wetlands shall not be stored, maintained or repaired in wetlands unless it is less environmentally damaging otherwise, and as much as possible shall not be operated there. Where construction requires heavy equipment operation in wetlands, the equipment shall

either have low ground pressure (<3 psi), or shall not be located directly on wetland soils and vegetation; it shall be placed on swamp or timber mats that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. (See General Condition 18 below.) Other support structures that are less impacting and are capable of safely supporting equipment may be used with written Corps authorization. Similarly, not using mats during frozen, dry or other conditions may be allowed with written Corps authorization. An adequate supply of spill containment equipment shall be maintained on site.

NOTE: "Swamp mats" is a generic term 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, and they include large timbers bolted or cabled together (timber mats). Corduroy roads, which are not considered to be swamp mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another.

18. Temporary Fill. Fill placed into waters of the U.S. (including wetlands) totaling greater than or equal to 4,300 SF (15,000 SF if a DEP Tier One Permit is issued) in total area (i.e., the sum of permanent and temporary fill areas) exceeds the Category 1 threshold and may not be discharged without written authorization from the Corps. When temporary fill is used (e.g., access roads, swamp mats, cofferdams), it shall be stabilized and maintained during construction in such a way as to prevent soil eroding into portions of waters of the U.S. where it is not authorized. Swamp or timber mats (see Gen.Cond. 17 above) are considered as temporary fill when they are removed immediately upon work completion. The area must be restored in accordance with Gen.Cond. 19.

- Unconfined temporary fill authorized for discharge into flowing water (rivers and streams) shall consist only of clean washed stone.
- Temporary fill authorized for discharge into wetlands shall be placed on geotextile fabric laid on the pre-construction wetland grade. (Swamp and timber mats are excluded from this requirement.)
- Temporary fill shall be removed as soon as it is no longer needed, and it shall be disposed of at an upland site and suitably contained to prevent subsequent erosion into waters of the U.S.
- Waters of the U.S. where temporary fill was discharged shall be restored (see Gen.Cond. 19).
- No temporary work shall drain a water of the U.S. by providing a conduit for water on or below the surface.

19. Restoration.

- Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be stabilized with a wetland seed mix containing only plant species native to New England.
- The introduction or spread of invasive plant species in disturbed areas shall be controlled.
- In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.
- Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.

20. Coastal Bank Stabilization. Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction should be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable. For example, vertical bulkheads should only be used in situations where reflected wave energy can be tolerated. This generally eliminates bodies of water where the reflected wave energy may interfere with or impact on harbors, marinas, or other developed shore areas. A revetment is sloped and is typically employed to absorb the direct impact of waves more effectively than a vertical seawall. It typically has a less adverse effect on the beach in front of it, abutting properties and wildlife. For more information, see the Corps Coastal Engineering Manual (supersedes the Shore Protection Manual), located at <http://chl.erdc.usace.army.mil>. Select “Products/ Services,” “Publications.” Part 5, Chapter 7-8, a(2)c is particularly relevant.

21. Sedimentation and Erosion Control. Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences, hay bales or other devices, 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. These devices must be removed in a timely manner upon completion of work, but not until the disturbed areas have been stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

22. Waterway Crossings.

(a) All temporary and permanent crossings of waterbodies (waterways and wetlands) shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction. (NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this PGP).

(b) Aquatic Life Movements. 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. For new permanent crossings, open bottom arches, bridge spans or embedded culverts are generally preferred over traditional culverts and should be installed when practicable. Coordination with the Corps is recommended for Category 1 projects when site constraints (e.g., placing footings) may render open bottom arches, bridge spans or embedded culverts impractical. In these cases, well-designed culverts may actually perform better. Culverts shall be installed with their inverts embedded below existing streambed grade to avoid “hanging” and associated impediments to fish passage. The “Design of Road Culverts for Fish Passage” provides design guidance and is available at www.nae.usace.army.mil, “Regulatory/Permitting,” “Other.”

(c) Culverts at waterbody crossings shall be installed in such a manner as to preserve hydraulic connectivity, at its present level, between the wetlands on either side of the road. The permittee shall take necessary measures to correct wetland damage due to lack of hydraulic connectivity.

(d) Culverts and bridges shall span the waterway a minimum of 1.2 times the bankfull width in probable fish bearing waterways to qualify as a Category 1 non-reporting activity. See “Design of Road Culverts for Fish Passage,” referenced in (b) above, for information on bankfull width.

(e) Projects using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), plastic pipes, and High Density Polyethylene Pipes (HDPP) are not allowed as non-reporting Category 1 activities, either as new work or maintenance activities.

(f) Waterbody crossings shall be culverted to at least municipal or State standards. The Maine DEP's stream crossing standards are at 06-096, Chapter 305: Permit by Rule, Section 10. Stream crossings (bridges, culverts and fords).

(g) Waterway crossings proposed by the Maine Dept. of Transportation should conform to the MDOT Fish Passage Policy and Design Guides.

(h) Construction equipment shall not cross streams without the use of temporary bridges, culverts, or cofferdams.

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

23. Discharge of Pollutants. All activities involving any discharge of pollutants into waters of the U.S. authorized under this PGP shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the CWA (33 USC 1251) and applicable State and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this PGP, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the EPA. Applicants may presume that State water quality standards are met with the issuance of a LURC or DEP NRPA permit.

24. Spawning Areas. Discharges of dredged or fill material, and/or suspended sediment producing activities in fish and shellfish spawning or nursery areas and amphibian and waterfowl breeding areas during spawning or breeding seasons shall be avoided. During all times of year, impacts to these areas shall be avoided or minimized to the maximum extent practicable.

25. Storage of Seasonal Structures. Coastal structures, such as pier sections and floats, that are removed from the waterway for a portion of the year (often referred to as seasonal structures) shall be stored in an upland location located above mean high water (MHW) and not in tidal wetlands. These seasonal structures may be stored on the fixed, pile-supported portion of the structure that is seaward of MHW. This is intended to prevent structures from being stored on the marsh substrate and the substrate seaward of MHW. Seasonal storage of structures in navigable waters, e.g., in a protected cove on a mooring, requires Corps and local harbormaster approval.

26. Environmental Functions and Values. The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and minimize any adverse impacts on existing fish, wildlife, and natural environmental functions and values.

27. Protection of Vernal Pools. Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in Appendix A - Definitions of Categories, shall be minimized to the maximum extent possible.

Procedural Conditions

28. Cranberry Development Projects. For cranberry development projects authorized under the PGP, the following conditions apply:

- If a cranberry bog is abandoned for any reason, the area must be allowed to revert to natural wetlands unless an Individual Permit is obtained from the Corps allowing the discharge of fill for an alternate use.
- No stream diversion shall be allowed under this permit.
- No impoundment of perennial streams shall be allowed under this permit.
- The project shall be designed and constructed to not cause flood damage on adjacent properties.

29. Inspections. The permittee shall allow the District Engineer (DE) or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The DE may also require post-construction engineering drawings for completed work and post-dredging survey drawings for any dredging work.

30. Work Start Notification Form and Compliance Certification. Every permittee who receives a written Category 1 or 2 PGP authorization from the Corps must submit a 1) Work Start Notification Form (WSNF) two weeks before work commencement, and 2) signed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals). The Corps will forward the blank WSNF and Compliance Certification Form with the authorization letter. The Compliance Certification Form will include: (a) a statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions; (b) a statement that any required mitigation was completed in accordance with the permit conditions; and (c) the signature of the permittee certifying the completion of the work and mitigation.

31. Maintenance. The permittee shall maintain the work or structures authorized herein in good condition and in conformance with the terms and conditions of this permit. This does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds in Appendix A and/or any conditions included in a written Corps authorization. Maintenance dredging includes only those areas and depths previously authorized and dredged. Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2).

32. Property Rights. This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations. If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.

33. Modification, Suspension, and Revocation. This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7. Any such action shall not be the basis for any claim for damages against the United States.

34. Restoration. The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

35. Special Conditions. The Corps, independently or at the request of the Federal resource agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.

36. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.

37. Abandonment. If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.

Duration of Authorization/Grandfathering:

38. Duration of Authorization. This PGP expires five years from the effective date listed at the top of Page 1. Activities authorized under Category 1 of this PGP that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this PGP's authorization will remain authorized provided the activity is completed within 12 months of the PGP's expiration date. Activities authorized under Category 2 of this PGP will remain authorized in accordance with the project-specific date that the Corps provides to the permittee in the PGP authorization letter, unless:

- (a) The PGP is either modified or revoked, or
- (b) 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).

39. Previously Authorized Activities.

- (a) Activities completed under the authorizations of past PGPs that were in effect at the time the activity was completed will continue to be authorized by those PGPs.
- (b) Completed projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this PGP or the previous nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) Activities authorized pursuant to 33 CFR Part 330.3 ("Activities occurring before certain dates") are not affected by this PGP.

VI. CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

1. FEDERAL

U.S. Army Corps of Engineers

Maine Project Office
675 Western Avenue #3
Manchester, Maine 04351
(207) 623-8367
(207) 623-8206 (fax)

Federal Endangered Species

U.S. Fish and Wildlife Service
Maine Field Office
1168 Main Street
Old Town, Maine 04468
(207) 827-5938
207-827-6099 (fax)

Wild and Scenic Rivers

National Park Service
North Atlantic Region
15 State Street
Boston, Massachusetts 02109
(617) 223-5203

Federal Endangered Species & Essential Fish Habitat

National Marine Fisheries Service
One Blackburn Drive
Gloucester, Massachusetts 01939
(978) 281-9102
(978) 281-9301 (fax)

Bridge Permits

Commander (obr)
First Coast Guard District
One South Street - Battery Bldg
New York, New York 10004
(212) 668-7021

2. STATE OF MAINE

Maine Department of Environmental Protection (For State Permits & Water Quality Certifications)

Division of Land Resource Regulation
Bureau of Land and Water Quality
17 State House Station
Augusta, Maine 04333
(207) 287-2111

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 - Skyway Park
Presque Isle, Maine 04769
(207) 764-0477

Maine Land Use Regulation Commission (LURC) [call (800) 452-8711 for appropriate LURC office]

22 State House Station
Augusta, ME 04333-0022
(207) 287-2631
(207) 287-7439 (fax)

45 Radar Road
Ashland, ME 04732-3600
(207) 435-7963
(207) 435-7184 (fax)

Lakeview Drive
P.O. Box 1107
Greenville, ME 04441
(207) 695-2466
(207) 695-2380 (fax)

(For CZM Determinations)

State Planning Office
Coastal Program
184 State Street
State House Station 38
Augusta, Maine 04333
(207) 287-1009

(For Submerged Lands Leases)

Maine Department of Conservation
Bureau of Parks and Lands
22 State House Station
Augusta, Maine 04333
(207) 287-3061

3. HISTORIC PROPERTIES

Maine Historic Preservation Commission

State House Station 65
Augusta, Maine 04333-0065
(207) 287-2132
(207) 287-2335 (fax)

Aroostook Band of Micmacs

Attn: Mr. Williams Phillips, Chief
7 Northern Road
Presque Isle, Maine 04769
(207) 764-1972
(207) 764-7667 (fax)

Houlton Band of Maliseet Indians

Attn: Tribal Chief
88 Bell Road
Littleton, Maine 04730
(207) 532-4273, x215
(207) 532-2660 (fax)

191 Main Street
East Millinocket, ME 04430
(207) 746-2244
(207) 746-2243

(For Aquaculture Leases)

Maine Department of Marine Resources
P.O. Box 8
West Boothbay Harbor, Maine 04575
(207) 633-9500

Passamaquoddy Tribe of Indians

Pleasant Point Reservation
Attn: Tribal Council
P.O. Box 343
Perry, Maine 04667
(207) 853-2600
(207) 853-6039 (fax)

Passamaquoddy Tribe of Indians

Indian Township Reservation
Attn: Donald Soctomah, THPO
P.O. Box 301
Princeton, Maine 04668
(207) 796-2301
(207) 796-5256 (fax)

Penobscot Indian Nation

Indian Island Reservation
Attn: Ms. Bonnie Newsom, THPO
12 Wabanaki Way
Indian Island, Maine 04468
(207) 817-7471
(207) 817-7450 (fax)

4. ORGANIZATIONAL WEBSITES:

Army Corps of Engineers	www.nae.usace.army.mil (click "Regulatory/Permitting")
Corps of Engineers Headquarters	www.usace.army.mil (click "Services for the Public")
Environmental Protection Agency	www.epa.gov/owow/wetlands/
National Marine Fisheries Service	www.nmfs.noaa.gov
U.S. Fish and Wildlife Service	www.fws.gov
National Park Service	www.nps.gov/rivers/index.html
State of Maine	www.maine.gov
State of Maine -Aquaculture Guidelines	www.maine.gov/dmr/aquaculture/index.htm

for Christine J. Gray 10-11-05
District Engineer Date

APPENDIX A: DEFINITION OF CATEGORIES

<p>A. INLAND WATERS AND WETLANDS</p>	<p>Inland Waters and Wetlands: Waters that are regulated under Section 404 of the Clean Water Act, including rivers, streams, lakes, ponds and wetlands, and excluding Section 10 Navigable Waters of the U.S. The jurisdictional limits are the ordinary high water (OHW) mark in the absence of adjacent wetlands, beyond the OHW mark to the limit of adjacent wetlands when adjacent wetlands are present, and the wetland limit when only wetlands are present. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands¹ to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on the next page.)</p>		
	<p>CATEGORY 1</p> <p><4,300 SF inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats are considered as fill. [See General Condition (GC) 18.]</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> • In-stream (e.g., rivers, streams, brooks, etc.) work limited to Jul 15 - Oct 1 • In-stream work of up to 4,300 SF of fill below OHW in waterways not designated as EFH for Atlantic salmon (see GC 11, Page 9) and performed in accordance with Maine Permit By Rule standards or a LURC permit. • Waterway crossings shall comply with GC 22. • Projects covered by a DEP Tier One permit with no cumulative impacts > 15,000 SF in inland wetlands from previous permits, unauthorized work, and/or other state permits. • Subdivision fill complies with GC 5, Single and Complete Projects (see Page 7). <p><u>This category excludes:</u></p> <ul style="list-style-type: none"> • Dams, dikes or activities involving water diversions.² • Non-State approved sediment releases/sluiques from dams. • Open trench excavation in flowing waters (see GC 22, Page 12). 	<p>CATEGORY 2</p> <p>4,300 SF to <3 acres inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback). Swamp mats filling any area ≥4,300 SF are reviewed in Category 2. (See GC 18, Page 11.)</p> <p><u>Includes:</u> In-stream work, including crossings (other than spanned crossing as described in Category 1) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon. Time of year restrictions determined case-by-case.</p> <p>Projects with proactive restoration as a primary purpose with impacts of any area ≥4,300 SF. The Corps, in consultation with State & Federal agencies, must determine that net adverse effects are not more than minimal.</p> <p>Specific activities with impacts of any area ≥4,300 SF required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.</p>	<p>INDIVIDUAL PERMIT</p> <p>≥3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded, cleared or excavated). Fill area includes all temporary and permanent fill, and excavation discharges (except for incidental fallback).⁵</p> <p>EIS required by the Corps.</p> <p>In-stream work exceeding Category 2 limits.</p>
<p>Maine PGP</p>	<p align="center">1</p>		<p align="right">October 11, 2005</p>

CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
<p>• Work in waters designated as EFH for Atlantic salmon (see GC 11, Page 9), unless the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 SF of associated wetland impact.</p> <p>• Work in Special Inland Waters or Wetlands³ (vernal pools).</p> <p>• Work in special aquatic sites (SAS)⁴ other than wetlands.</p> <p>• Work within ¼ mile of a Wild and Scenic River (see GC 12, Page 9).</p> <p>• Work on National Lands (see GC 9, Pg. 9).</p> <p>• Work affecting threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).</p>		
<p>(b) BANK STABILIZATION PROJECTS</p> <p>Inland bank stabilization <100 FT long and <1 CY of fill per linear foot below OHW.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> • In-stream work limited to Jul 15 - Oct 1. • No work in special inland waters & wetlands³ and SAS⁴. • No open trench excavation in flowing waters (see GC 22, Page 12). • No structures angled steeper than 3H:1V allowed. Only rough-faced stone or fiber roll revetments allowed. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH (see GC 11, Page 9). 	<p>Inland bank stabilization ≥100 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.</p>	
<p>(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS</p>	<p>Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use.</p>	<p>Replacement of non-serviceable fill, or repair/maintenance of serviceable fill, with expansion ≥1 acre.</p>

II. NAVIGABLE WATERS	<p>Navigable Waters of the United States: Waters that are subject to the ebb and flow of the tide and Federally designated navigable rivers (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the Federally designated navigable rivers. For the purposes of this PGP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands¹ to tidal waters are also reviewed in this Navigable Waters section.</p>		
	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(a) FILL	<p>Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization.</p>	<p><1 acre fill and/or secondary waterway impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill.</p> <p>Temporary fill or excavation <1 acre in SAS⁴.</p> <p>Permanent fill or excavation <1,000 SF in SAS⁴.</p> <p>Permanent fill and/or excavation ≥1,000 SF in SAS⁵ when associated with a project with proactive restoration as a primary purpose. The Corps, in consultation with Federal & state agencies, must determine that net adverse effects are not more than minimal.</p> <p>Specific activities with impacts of any area required to affect the containment, stabilization, or removal of hazardous or toxic waste materials that are performed, ordered, or sponsored by a government agency with established legal or regulatory authority. Wetlands must be restored in place.</p>	<p>≥1 acre waterway fill and/or secondary waterways or wetland impacts (e.g., areas drained, flooded or cleared). Fill includes temporary and permanent waterway fill.</p> <p>Temporary fill or excavation ≥1 acre in SAS⁴.</p> <p>Permanent fill or excavation ≥1,000 SF in SAS⁴ other than as specified in Cat. 2</p> <p>EIS required by the Corps.</p>
(b) REPAIR AND MAINTENANCE WORK	<p>Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use. *Conditions of the original authorization apply. Must be rebuilt in same footprint, however minor deviations in structure design allowed⁶</p>	<p>Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion <1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fill, with replacement or expansion ≥1 acre.</p>

	CATEGORY 1	CATEGORY 2	INDIVIDUAL PERMIT
(c) DREDGING AND ASSOCIATED DISPOSAL	<p>Maintenance dredging for navigational purposes <1,000 cy with upland disposal. Includes return water from upland contained disposal area.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> • Proper siltation controls are used. • Dredging & disposal operation limited to November 1 - January 15. • No impact to special aquatic sites⁴. • No dredging in intertidal areas. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9). 	<p>Maintenance dredging $\geq 1,000$ CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> • Disposal includes 1) upland, 2) beach nourishment (above MHW) of any area provided dredging's primary purpose is navigation or sand is from an upland source and Corps, in consultation w/Federal and State agencies, determines the net adverse effects are not more than minimal; and 3) open water & confined aquatic disposal, if Corps, in consultation with Federal and State agencies, finds the material suitable. 	<p>Maintenance dredging and/or disposal (any amount) in or affecting a SAS⁴. See II(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging $\geq 25,000$ CY, or any amount in or affecting SAS⁴.</p> <p>Beach nourishment associated with dredging when the primary purpose is not navigation (i.e., aggregate/sand mining) or the material is from an upland source.</p>
(d) MOORINGS	<p>Private, non-commercial, non-rental, single-boat moorings authorized by the local harbormaster.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> • Not associated with any boating facility⁷ • Not located in a Federal Navigation Project other than a Federal Anchorage. Moorings in Federal Anchorage not associated with a boating facility⁷. • No interference with navigation • Not located in vegetated shallows⁸ • Within 1/4 mile of the owner's residence or a public access point.⁹ <p>Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings associated with a boating facility⁷.</p> <p>Moorings that don't meet the terms in Category 1 and don't require an Individual Permit.</p> <p>Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits¹⁰ of a Corps Federal Channel. (See Appendix B.) The buffer zone is equal to three times the authorized depth of that channel.</p>	<p>Moorings within the horizontal limits¹⁰, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project (See App. B), except those in Federal Anchorages under Category 1.</p> <p>Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.</p>

	CATEGORY I	CATEGORY 2	INDIVIDUAL PERMIT
(e) STRUCTURES AND FLOATS	<p>Reconfiguration of existing authorized structures or floats.</p> <p><u>Provided:</u></p> <ul style="list-style-type: none"> Structures not positioned over vegetated shallows⁸ or salt marsh. Floats supported off substrate at low tide. No dredging, additional slips or expansion. No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9).. 	<p>Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent)</p> <p>Expansions to existing boating facilities⁷.</p> <p>Compliance with the following is recommended, but not required:</p> <ul style="list-style-type: none"> Pile-supported structures <400 SF, with attached floats totaling ≤200 SF. Bottom anchored floats ≤200 SF. Structures are ≤4' wide and have at least a 1:1 height:width ratio¹¹. Floats supported above the substrate during all tides. Structures & floats not located within 25' of any vegetated shallows⁸. Moored vessels not positioned over SAS⁴. No structure located within 25' of the riparian property boundary. No structure extends across >25% of the waterway width at mean low water. Not located within the buffer zone of the horizontal limits¹⁰ of a Corps Federal Navigation Project (FNP) (See App. B). The buffer zone is equal to three times the authorized depth of that FNP. 	<p>Structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits of a Corps Federal Navigation Project (see App. B).</p> <p>Structures and floats associated with a new or previously unauthorized boating facility⁷.</p> <p>Note: Federal Navigation Projects include both Federal Channels and Federal Anchorages.</p>
(f) MISCELLANEOUS	<p>Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR part 66, Chapter I, subchapter C).¹²</p>	<p>Structures or work in or affecting tidal or navigable waters, that are not defined under any of the previous headings listed above. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, floatways/skidways, bridges, tunnels and horizontal directional drilling activities seaward of the MHW line.</p>	<p>EIS required by the Corps.</p> <p>Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended.</p>

	<p>Oil spill clean-up temporary structures or fill. Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>Scientific measurement devices and survey activities such as exploratory drilling, surveying and sampling activities. Does not include oil and gas exploration and fill for roads or construction pads.</p> <p>Shellfish seeding (brushing the flats¹²) projects.</p> <p>Provided:</p> <ul style="list-style-type: none"> • No work in National Wildlife Refuges. • No work affects threatened or endangered species (see GC 10, Page 9) or EFH salmon migration (see GC 11, Page 9). 	<p>Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. A 25' eelgrass set back is recommended. Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.</p>	<p>Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.</p>
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¹ **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary highwater mark (MHW 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 highwater mark and above the normal hydrologic influence of their adjacent waterbody. Note, with respect to the Federally designated navigable rivers, the wetlands bordering and contiguous to the tidally influenced portions of those rivers are reviewed under "II. Navigable Waters."

² **Water Diversions:** Water diversions are activities such as bypass pumping or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

³ **Special Inland Waters and Wetlands:** Vernal Pools - Temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

⁴ **Special Aquatic Sites:** Includes wetlands and saltmarsh, mudflats, riffles and pools, and vegetated shallows.

⁵ **IP Required:** The greater the impacts, the more likely an Individual Permit will be required. The Corps will determine the need for compensatory mitigation on a case-by-case basis.

⁶ **Maintenance:** 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, which are necessary to make repair, rehabilitation, or replacement are permitted, provided the adverse environmental effects resulting from such repair, rehabilitation or replacement are minimal. No seaward expansion for bulkheads or any other fill activity is considered Category I maintenance. Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

⁷ **Boating Facilities:** Facilities that provide, rent, or sell mooring space, such as marinas, yacht clubs, boat yards, town facilities, dockominiums, etc.

⁸ **Vegetated Shallows:** Subtidal areas that support rooted aquatic vegetation such as eelgrass

⁹ **Mooring Location:** Cannot be at a remote location to create a convenient transient anchorage.

¹⁰ **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). Contact the Corps of Engineers for information on FNP's.

¹¹ **Structures:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.

¹² **Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats to enhance recruitment of soft-shell clams (*Mya arenaria*).

