

Updated 10/04/12

FEDERAL PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

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

For a Paper Bid:

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

For an Electronic Bid:

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, 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 an optional 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 David Venner 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when 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.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

MDOT's DBE Directory of Certified firms can also be obtained at www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

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

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

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

Revised 1/12

DBE GOAL NOTICE
Maine Department of Transportation
Disadvantaged Business Enterprise Program

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

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

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

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

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

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

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

Contact Person: _____ **Fax:** _____

E-mail: _____

BID DATE: _____

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

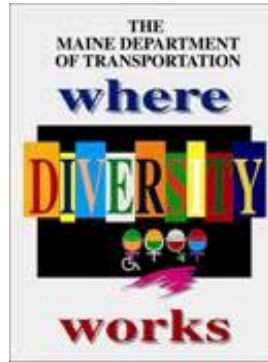
TOTAL ANTICIPATED DBE ____ % PARTICIPATION FOR THIS CONTRACT

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

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

Equal Opportunity Use:
Form received: ___/___/___ Verified by: _____

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



**Maine Department of Transportation Civil
Rights Office**

**Directory of Certified Disadvantaged Business
Enterprises**

Listing can be found at:

**[www.maine.gov/mdot/disadvantaged-business-
enterprises/dbe-home.php](http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php)**

**For additional information and guidance contact: Civil
Rights Office at (207) 624-3066**

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

Vendor Registration

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

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

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for **Highway Reconstruction** in the city of **Old Town**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on March 27, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a (Highway Construction prequalification), or project specific prequalification to be considered for the award of this contract. 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. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-1479(400), WIN. 14794.00

Location: In Penobscot County, project is located on Stillwater Ave. beginning at the intersection of College Ave. and extending northerly 1.05 mi.

Outline of Work: Highway Reconstruction and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager** Paul MacDonald 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. TTY users call Maine Relay 711.

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 \$123.00 (\$130.00 by mail). Half size plans \$62.00 (\$64.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

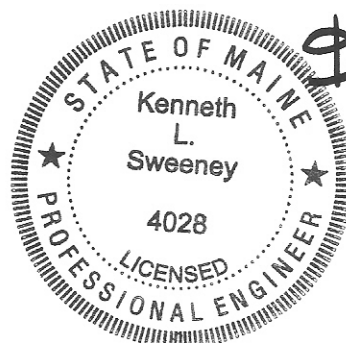
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$150,000.00 payable to Treasurer, 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]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 6, 2013



Kenneth L. Sweeney
KENNETH L. SWEENEY P. E.
CHIEF ENGINEER

NOTICE

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

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

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	6.000 EA				
0020	201.24 REMOVING STUMP	12.000 EA				
0030	202.11 REMOVING PORTLAND CEMENT CONCRETE PAVEMENT	12120.000 SY				
0040	202.15 REMOVING MANHOLE OR CATCH BASIN	9.000 EA				
0050	202.202 REMOVING PAVEMENT SURFACE	1220.000 SY				
0060	202.203 PAVEMENT BUTT JOINTS	40.000 SY				
0070	203.20 COMMON EXCAVATION	23090.000 CY				
0080	203.24 COMMON BORROW	14.000 CY				
0090	203.25 GRANULAR BORROW	83.000 CY				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	50.000 CY				
0110	304.09 AGGREGATE BASE COURSE - CRUSHED	10.000 CY				
0120	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	23033.000 CY				
0130	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	2500.000 T				
0140	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	902.000 T				
0150	403.213 HOT MIX ASPHALT 12.5 MM BASE	6500.000 T				
0160	409.15 BITUMINOUS TACK COAT - APPLIED	1500.000 G				
0170	603.155 12 INCH REINFORCED CONCRETE PIPE CLASS III	44.000 LF				
0180	603.159 12 INCH CULVERT PIPE OPTION III	240.000 LF				
0190	603.17 18 INCH CULVERT PIPE OPTION I	40.000 LF				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	603.175 18 INCH REINFORCED CONCRETE PIPE CLASS III	48.000 LF				
0210	603.179 18 INCH CULVERT PIPE OPTION III	360.000 LF				
0220	603.195 24 INCH REINFORCED CONCRETE PIPE CLASS III	88.000 LF				
0230	603.199 24 INCH CULVERT PIPE OPTION III	24.000 LF				
0240	603.209 30 INCH CULVERT PIPE OPTION III	30.000 LF				
0250	603.215 36 INCH REINFORCED CONCRETE PIPE CLASS III	80.000 LF				
0260	603.219 36 INCH CULVERT PIPE OPTION III	6.000 LF				
0270	603.235 48 INCH REINFORCED CONCRETE PIPE CLASS III	108.000 LF				
0280	604.092 CATCH BASIN TYPE B1-C	32.000 EA				
0290	604.096 60 INCH CATCH BASIN TYPE B1-C	1.000 EA				
0300	604.098 84 INCH CATCH BASIN TYPE B1-C	2.000 EA				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	604.15 MANHOLE	EA 2.000				
0320	604.16 ALTERING CATCH BASIN TO MANHOLES	EA 2.000				
0330	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	EA 1.000				
0340	604.2403 SPECIAL BASIN	EA 3.000				
0350	604.2406 STORMWATER PLANTER	EA 3.000				
0360	604.242 CATCH BASIN TYPE F3	EA 10.000				
0370	604.244 CATCH BASIN TYPE F4	EA 1.000				
0380	604.246 CATCH BASIN TYPE F5	EA 2.000				
0390	604.262 CATCH BASIN TYPE B5-C	EA 8.000				
0400	605.09 6 INCH UNDERDRAIN TYPE B	LF 4020.000				
0410	605.10 6 INCH UNDERDRAIN OUTLET	LF 110.000				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0420	605.11 12 INCH UNDERDRAIN TYPE C	LF 2820.000				
0430	605.12 15 INCH UNDERDRAIN TYPE C	LF 1450.000				
0440	605.13 18 INCH UNDERDRAIN TYPE C	LF 810.000				
0450	605.15 24 INCH UNDERDRAIN TYPE C	LF 540.000				
0460	605.17 30 INCH UNDERDRAIN TYPE C	LF 240.000				
0470	606.356 UNDERDRAIN DELINEATOR POST	EA 5.000				
0480	606.47 SINGLE WOOD POST	EA 26.000				
0490	606.51 MULTIPLE MAILBOX SUPPORT	EA 7.000				
0500	608.081 REINFORCED CONCRETE DRIVEWAYS	SY 13.000				
0510	608.26 CURB RAMP DETECTABLE WARNING FIELD	SF 56.000				
0520	609.19 VERTICAL CURB TYPE 2	LF 62.000				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0530	609.20 VERTICAL CURB, CIRCULAR, TYPE 2	16.000 LF				
0540	609.31 CURB TYPE 3	9250.000 LF				
0550	610.08 PLAIN RIPRAP	100.000 CY				
0560	613.319 EROSION CONTROL BLANKET	110.000 SY				
0570	613.40 TURF REINFORCEMENT MAT - (TRM)	300.000 SY				
0580	615.07 LOAM	1200.000 CY				
0590	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	80.000 UN				
0600	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	40.000 UN				
0610	619.1201 MULCH - PLAN QUANTITY	120.000 UN				
0620	620.58 EROSION CONTROL GEOTEXTILE	200.000 SY				
0630	621.54 DECIDUOUS SHRUBS (18 INCH - 24 INCH) GROUP A	12.000 EA				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0650	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	LF	21000.000			
0660	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	SF	3000.000			
0670	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0680	629.05 HAND LABOR, STRAIGHT TIME	HR	20.000			
0690	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	HR	10.000			
0700	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	HR	10.000			
0710	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	HR	10.000			
0720	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	HR	10.000			
0730	631.22 FRONT END LOADER (INCLUDING OPERATOR)	HR	10.000			
0740	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	HR	10.000			

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	639.18 FIELD OFFICE TYPE A	EA 1.000				
0760	643.86 TRAFFIC SIGNAL LOOP DETECTORS	EA 10.000				
0770	645.106 DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	EA 10.000				
0780	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	EA 10.000				
0790	652.33 DRUM	EA 100.000				
0800	652.34 CONE	EA 100.000				
0810	652.35 CONSTRUCTION SIGNS	SF 500.000				
0820	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0830	652.38 FLAGGER	HR 9140.000				
0840	652.381 TRAFFIC OFFICER	HR 20.000				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0850	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	EA 2.000				
0860	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0870	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	SY 300.000				
0880	659.10 MOBILIZATION	LUMP	LUMP			
0890	801.012 LOW PRESSURE GRINDER PUMP STATION	EA 3.000				
0900	801.031 LOW PRESSURE SERVICE LEADS (GRINDER PUMP)	LF 300.000				
0910	801.141 4" PVC SANITARY SEWER (SDR-35)	LF 30.000				
0920	801.16 6 INCH PVC SANITARY SEWER (SDR-35)	LF 30.000				
0930	801.161 6 INCH PVC CHIMNEY	LF 30.000				
0940	801.17 8 INCH PVC SANITARY SEWER (SDR-35)	LF 760.000				
0950	801.18 12 INCH PVC SANITARY SEWER (SDR-35)	LF 5025.000				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0960	802.10 12 INCHE DUCTILE IRON WATERMAIN	5615.000 LF				
0970	803.01 TEST PITS	12.000 EA				
0980	803.134 4 INCH SERVICE LEADS (SEWER DRAIN)	2750.000 LF				
0990	803.134 4 INCH SERVICE LEADS (STORM DRAIN)	2300.000 LF				
1000	803.135 6 INCH SERVICE LEADS (SEWER DRAIN)	2275.000 LF				
1010	803.135 6 INCH SERVICE LEADS (STORM DRAIN)	1800.000 LF				
1020	803.1732 SEWER MANHOLE - 4 FOOT DIAMETER	250.000 VF				
1030	822.321 4 INCH CLASS 52 DUCTILE IRON PIPE	100.000 LF				
1040	822.33 6 INCH CLASS 52 DUCTILE IRON PIPE	120.000 LF				
1050	822.34 8 INCH CLASS 52 DUCTILE IRON PIPE	100.000 LF				
1060	823.311 12 INCH GATE VALVE WITH BOX	15.000 EA				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1070	823.33 6 INCH GATE VALVE WITH BOX	EA 5.000				
1080	823.335 4 INCH GATE VALVE WITH BOX	EA 2.000				
1090	823.375 16" BUTTERFLY VALVE	EA 1.000				
1100	824.32 REMOVE/RESET HYDRANT	EA 6.000				
1110	824.34 RECONNECT EXISTING HYDRANT	EA 5.000				
1120	825.30 ROCK EXCAVATION FOR SANITARY SEWER	CY 845.000				
1130	825.348 WATER MAIN LOCATION ADJUSTMENT	EA 1.000				
1140	825.42 2" COPPER SERVICE	LF 245.000				
1150	825.43 1" COPPER SERVICE	LF 2020.000				
1160	825.541 TEMPORARY WATER MAIN	LF 5000.000				
1170	825.58 WATER SERVICE RELOCATION	LF 150.000				

SCHEDULE OF ITEMS

CONTRACT ID: 014794.00

PROJECT(S): STP-1479(400)

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1180	827.301 ROCK EXCAVATION WATER MAIN	100.000 CY				
1190	827.31 UNSUITABLE SOIL EXCAVATION, REMOVE AND REFILL- ABOVE GRADE	25.000 CY				
1200	827.311 UNSUITABLE SOIL EXCAVATION, REMOVE AND REFILL- BELOW GRADE	300.000 CY				
1210	827.33 TRENCH INSULATION	2800.000 LF				
1220	827.331 TRENCH INSULATION (2" RIGID INSULATION)	150.000 SY				
1230	827.363 WATER LINE RELOCATION / REPLACEMENT	650.000 LF				
1240	832.04 SURVEY CONTROL	LUMP	LUMP			
1250	890.042 12" DR 11 HDPE	155.000 LF				
	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. **14794.00** for **Highway Reconstruction** in the city of **Old Town**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 27, 2014**. 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.14794.00 - Highway Reconstruction - in the city of Old Town

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 with their bid.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, 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. **14794.00** for **Highway Reconstruction** in the city of **Old Town**, County of **Penobscot**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 27, 2014**. 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.14794.00 - Highway Reconstruction - in the city of Old Town

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 with their bid.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, 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 South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, 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 (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 South Nowhere, Hot Mix Asphalt Overlay,

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

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

As Offeror also agrees:

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

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

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

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

Date

(Witness Sign Here)
Witness

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

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

G. Award.

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

Signed and sealed this day of, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

SPECIAL PROVISION
SECTION 101
CONTRACT INTERPRETATION

The Contractor shall be aware that any water, sewer, or gas utilities shown on Maine DOT plan sheets are for information and reference only. Refer to respective utility plans for further information.

SPECIAL PROVISION
SECTION 102.3
EXAMINATION OF DOCUMENTS, SITE, AND OTHER INFORMATION
(Geotechnical Information)

Add the following to Section 102.3, Examination of Documents, Site and Other Information:

102.3.1 Geotechnical Information In most cases, Geotechnical Information pertaining to the project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. If one is available, the project geotechnical report may be accessed at the following web address:

<http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>.

The Department shall not be responsible for the Bidders' and Contractors' 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.

General Decision Number: ME130051 02/01/2013 ME51

Superseded General Decision Number: ME20120051

State: Maine

Construction Type: Highway

County: Penobscot County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/04/2013
1	02/01/2013

* ENGI0004-013 12/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grader/ Blade, Milling		
Machine.....	\$ 26.21	23.64

* SUME2011-046 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.72	1.72
CEMENT MASON/CONCRETE FINISHER....	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.55	3.51
IRONWORKER, REINFORCING.....	\$ 17.45	0.00
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Common or General.....	\$ 12.83	2.20
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Highway/Parking Lot		
Striping.....	\$ 14.63	0.00
LABORER: Landscape.....	\$ 15.43	2.09
OPERATOR: Backhoe.....	\$ 17.27	3.45
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 16.21	4.60
OPERATOR: Broom/Sweeper.....	\$ 13.49	1.22
OPERATOR: Bulldozer.....	\$ 17.74	2.72

OPERATOR: Crane.....	\$ 19.03	1.70
OPERATOR: Excavator.....	\$ 16.33	2.78
OPERATOR: Loader.....	\$ 15.66	4.79
OPERATOR: Mechanic.....	\$ 21.71	6.29
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.89	7.20
OPERATOR: Roller excluding Asphalt.....	\$ 19.97	7.43
OPERATOR: Screed.....	\$ 19.58	5.95
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 12.31	4.44
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION

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 utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Overview:

Utility/Railroad	Aerial	Underground
Bangor Gas Company		X
Bangor Hydro-Electric Company	X	X
EcoGas LLC		X
Maine Fiber Company	X	
Northern New England Telephone Operations LLC (FairPoint)	X	X
Old Town Sewer District		X
Old Town Water District		X
Time Warner Cable	X	

Temporary utility adjustments are **not** anticipated.

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

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

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

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

AERIAL

Summary:

Utility	Pole Set	New Wires/Cables	Trans. Wires/Cables	Remove Poles	Estimated Working Days
Bangor Hydro-Electric Company			X		45
Time Warner Cable			X		15
Maine Fiber Company			X		5
FairPoint Communications	X	X		X	80
Total:					145

Utility Specific Issues:

Bangor Hydro-Electric Company **Bruce Smith 973-2507**

Bangor Hydro has aerial cables and underground services within the limits of this project. Bangor Hydro estimates 45 working days to complete their cable work after FairPoint has set all the new poles. Underground services will be accomplished with the aerial work. No additional working days are required. Contact for pole support or line cover-up is Bruce Smith. Bangor Hydro requests 3 working days notice for holding poles or line cover-up.

Any tree removal or tree trimming required within ten feet of the Bangor Hydro-Electric Company conductors must be done by a contractor qualified to work within ten feet of the Bangor Hydro-Electric Company conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of Bangor Hydro-Electric Company conductors may be obtained from Brian Gray and he may be reached at 973-2514.

Time Warner Cable **Steve Bossie 458-8026**

Time Warner has facilities throughout the project area. Time Warner estimates 15 working days to transfer their cables to the new poles after Bangor Hydro has completed their work. Time Warner requests two weeks notice prior to beginning work.

Maine Fiber Company **Mark Buxton 591-6427**

Maine Fiber Company has facilities throughout the project limits. Maine Fiber estimates 5 working days to transfer their cables to the new poles after Time Warner Cable has completed their work.

FairPoint Communications **Steve Ogden 991-6713**

FairPoint Communications has both aerial and underground facilities within the limits of this project. FairPoint intends to replace their underground cables with cables attached to the new poles as per the pole list included in this specification. The existing direct-bury cable will be

Town: **Old Town**
 Project: **14794.00**
 Date: **December 28, 2012**

abandoned in place. The contractor must verify that the underground cable is abandoned before cutting or removing the cable. The duct bank from the beginning of the project to pole #91 at station 101+85 rt. will stay active. FairPoint estimates 20 working days to set approximately 47 poles. After Bangor Hydro, Time Warner, and Maine Fiber have completed their cable work, FairPoint will begin their installations, splicing, and transfers and estimates 40 working days to complete their work. Then, after all utilities have abandoned the old poles, FairPoint estimates 20 working days to remove the old poles. FairPoint requests two weeks notification prior to beginning work so they may schedule their crews.

Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
	100+47	X		28.99					
93	100+47		X	44.57					
92	101+05		X	30.39	101+05		X	33	
91	101+85		X	28.38	101+85		X	33	
90	103+13		X	27.61	103+13		X	30	
89	104+15		X	27.57	104+15		X	29	
88S	105+54	X		24.33	105+54	X		29	
88	105+55		X	23.85	105+51		X	29	
87	106+90		X	21.50	106+90		X	29	
86	108+31		X	25.46	108+31		X	29	
86S	108+42	X		23.92	108+42	X		29	
	108+71	X		37.95					
85	109+77		X	25.36	109+77		X	27	
85S					109+77	X		27	
84	110+94		X	25.99	110+98		X	29	
83	112+29		X	27.26	112+29		X	30	
82	113+69		X	26.70	113+69		X	30	
81	115+06		X	27.23	115+06		X	30	
80	116+42		X	27.26	116+42		X	30	
	116+65	X		40.13					
79	117+74		X	26.34	117+74		X	30	
78	119+11		X	26.63	119+11		X	27	
78S					119+11	X		27	
77	120+43		X	27.48	120+43		X	27	
76	121+82		X	28.13	121+90		X	27	
75	122+95		X	27.03	122+95		X	27	
74	124+46		X	26.25	124+46		X	27	
73	125+83		X	25.02	125+83		X	28	

Town: **Old Town**
 Project: **14794.00**
 Date: **December 28, 2012**

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
72D	126+94	X		29.95					To Be Removed
72	127+18		X	22.54	127+18		X	28	
71	128+53		X	21.14	128+53		X	28	
71D	128+62	X		39.66					
70	129+86		X	21.48	129+86		X	28	
69	131+26		X	20.72	131+20		X	28	
	132+16	X		42.26					Private Pole
68	132+58		X	21.29	132+58		X	28	
67	133+92		X	20.70	133+92		X	28	
66	135+30		X	20.88	135+30		X	28	
65D	136+97	X		43.99					
65	137+05		X	21.63	137+05		X	28	
	137+88		X	21.06					To Be removed
64	138+01		X		138+01		X	28	
	138+56	X		41.77					Private Pole
63	139+37		X	20.15	139+37		X	28	
62	140+71		X	20.67	140+71		X	28	
62D	141+13	X		27.36					
61	142+14		X	20.88	142+14		X	28	
61D	142+35	X		32.40					
60	143+40		X	21.19	143+40		X	28	
59.5	144+50		X	20.79	144+50		X	28	
59	144+76		X	20.37	144+76		X	28	
	145+18	X		51.61					Private Pole
59D	145+72	X		31.20					To Be Removed
58	146+15		X	20.96	146+15		X	28	
58D	146+76	X		27.44	147+00	X		28	
57	147+49		X	21.36	147+54		X	28	
P1	148+36	X		45.62					Private Pole
56	148+77		X	21.15	148+77		X	28	
55	150+12		X	20.79	150+12		X	28	
54	151+57		X	22.21	151+57		X	28	
53	152+84		X	25.16	152+84		X	28	
52S	152+07	X		28.80					
52	154+19		X	27.77	154+19		X	28	

SUBSURFACE

Summary:

Utility	Summary of Work	Estimated Working Days
Bangor Gas Company	Installation of new main	20
EcoGas LLC	Installation of new main	See Below
Old Town Sewer District	New Sewer Main	See Below
Old Town Water District	Replace Water Main	See Below
FairPoint Communications	Relocation of Duct Bank Manhole Adjustment	5
Total:		5

Utility Specific Issues:

Bangor Gas Company

Patrick Tubbs 941-9595

Bangor Gas has active gas main within the limits of this project. The existing main is located from approximate Station 148+50 to the end of the project at 155+00 on the right. However, Bangor Gas intends to install new gas main from the intersection of College Avenue to their existing main at approximate station 153+40. Bangor Gas plans to install their main, in coordination with the Department's contractor, after substantial completion of the Water main, Sewer main, and Highway drainage. Bangor Gas estimates 20 days to install their main and services.

EcoGas LLC

Don Meagher 862-4200

EcoGas plans to install a new gas main across Stillwater Avenue at the intersection of College Avenue. EcoGas has entered into an Agreement with the MaineDOT to include excavation, installation, and testing of their gas main in the contract. The contractor shall perform the excavation, installation, and testing as part of the bid document and include that work in the schedule for construction. The gas main work shall be completed in accordance with the plans and special provisions included in these contract documents. Mike Booth is a secondary contact for EcoGas. Mike can be reached at 829-5016.

FairPoint Communications

Steve Ogden 991-6713

FairPoint Communications has one manhole to adjust to grade in the intersection of College Avenue, and relocation of conduits to new pole 91. FairPoint estimates five working days to adjust their manhole to grade and relocate conduits to new pole 91 at 101+85. See Aerial discussion for information on the underground cables and ductbank.

Town: **Old Town**
Project: **14794.00**
Date: **December 28, 2012**

FairPoint also has a 12x6x7 manhole/vault at approximate station 145+73 Rt. After the manhole/vault is abandoned, the contractor shall remove the manhole/vault to allow for the installation of proposed underdrain. Removal of the manhole/vault will be incidental to Item 202.15.

Old Town Sewer District

Frank Kearney 852-4078

Old Town Sewer has two sewer mains within the project limits. Old Town Sewer intends to replace both of their sewer mains with one new main. The Old Town Sewer District has entered into an Agreement with the Maine Department of Transportation to include the sewer main replacement in the Department's contract. The contractor shall perform the sewer work as part of the bid document and include the sewer work in the schedule for construction. The work shall be completed in accordance with the plans and special provisions for the sewer work included in these contract documents.

Old Town Water District

Frank Kearney 852-4078

Old Town Water has two water mains within the project limits. Old Town Water intends to replace one of their water mains. The Old Town Water District has entered into an Agreement with the Maine Department of Transportation to include the water main replacement in the Department's contract. The contractor shall perform the water work as part of the bid document and include the water work in the schedule for construction. The work shall be completed in accordance with the plans and special provisions for the water work included in these contract documents. The Contractor shall verify the location of the 16" water main prior to the installation of cross pipes at 103+59.8 and 108+57.20. The existing 16" water main may need relocation to accommodate the cross pipe.

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

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

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

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

SPECIAL PROVISION
SECTION 104.5.5
GENERAL RIGHTS AND RESPONSIBILITIES
Prompt Payment of Subcontractors

104.5.5

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

B. Payment Tracking Federal Projects On federally funded projects, the prime contractor, subcontractors and lower-tier subcontractors will track and confirm the delivery and receipt of all payments through the Elation System. They will be responsible for entering all payments to all sub and lower tier contractors. MaineDOT will run a query monthly to ensure that contractors are complying and generate an e-mail to contractors who have not responded to confirm receipt of MaineDOT payment or contractor payment to lower tier subcontractors.

~~B-C. Retainage~~ The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

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

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

I. In-Water Work shall not be allowed between the dates of 10/2 and 7/14.
(In-Water work is allowed from 7/15 to 10/1.)

II. In-Water work window applies to the following water bodies at the following station #'s:
1. 131+50
2. 148+00

III. Special Conditions:

1. See ACOE Permit page 2 for all special conditions
2. Work start notification form must be filled out by MaineDOT Resident and submitted to ACOE and David Gardner in the MaineDOT ENV office at david.gardner@maine.gov.

IV. Approvals:

1. Temporary Soil Erosion and Water Pollution Control Plan

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

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

VI. No work is allowed that completely blocks a river, stream, or brook without providing downstream flow.
When working in Tidal streams flow needs to be provided in both directions

NOTE: Regulatory Review and Approval is required to modify the existing In-Water work window.

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

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

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

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

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

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

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

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

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

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

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

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

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

A current listing of certified DBEs that may wish to participate in the highway construction program and the scope of work for which they are certified can be found at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. Credit will be given for the value described by a DBE performing as:

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

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

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

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

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

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

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

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

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

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

Firm Name

Firm Address

Firm status (DBE or non-DBE)

Age of firm (years)

And the annual gross receipts amount as indicated by defined brackets, i.e. \$500,000 to \$800,000, rather than requesting exact figures.

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

MaineDOT DBE Project Attainment Target (PAT)
for this Project is 2.72 %

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

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

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

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

SPECIAL PROVISION 105
CONSTRUCTION AREA

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

- (a) The section of highway under construction beginning at Sta. 99+38.00 Stillwater Avenue and ending at Sta. 155+00.00 Stillwater Avenue of the 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 area 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 **City of Old Town** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

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

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

SPECIAL PROVISION 105
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 PROVISIONS
SECTION 105
MAINTENANCE OF WORK

Where existing pavement carries traffic and is removed to install (or remove) drainage or utility structures, the pavement shall be replaced weekly with a temporary pavement consisting of a minimum of 3 inches of acceptable hot mix asphalt. 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 contract.

Prior to placing any permanent pavement over backfilled trenches, the edge of any adjoining existing pavement shall be cut even and vertical and coated with tack coat to form a tight joint between the new and the existing pavement. No separate payment will be made for cutting and tack coating the joint.

Old Town
STP-1479(400)X
February 11, 2013

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

When traffic detector loops are inoperable at the traffic signals at either end of the project as a result of construction, the Contractor shall provide temporary traffic detection means to replace the function of the inoperable detector loops except at times when the Resident approves use of uniformed traffic officers to direct traffic. Payment for temporary traffic detection will be considered incidental to payment under Item 643.86.

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(Project Survey Control & Construction Layout)

Description The Contractor may elect to utilize electronic methods of project location layout and control (such as, but not limited to, Global Position System (GPS) and/or Robotic Total Station (RTS) equipment) provided the following requirements are met.

Project Control Work Plan The Contractor shall provide a Project Control Work Plan to the Department at least 14 days prior to the preconstruction meeting. The Project Control Work Plan shall include:

- Design software and version used to develop Digital Terrain Model (DTM)
- Make and model of equipment and software used for project layout/staking
- Make and model of equipment and software used for machine guidance/control and the make and model of machine to be used
- Manufacturer stated vertical and horizontal accuracy attainable by equipment
- Site Calibration and control verification procedures including timetable and tolerances
- Calibration procedure and records for equipment used for machine guidance/control
- Description of procedure used to integrate vertical refinement equipment (i.e. laser), including process of determining and verifying transmitter set-up location and communicating any necessary adjustments to the machine control equipment
- Narrative description of methods used to establish any additional project control points (horizontal or vertical)
- Type(s) and locations of base stations to be used, including methods for determining on-site bases and localization procedure for off-site bases
- Name, title and role of all contractor personnel involved with equipment utilized on the project (including development of DTM)
- Designated on-site contractor person to be primary contact for issues arising from Contractor's use of GPS or RTS equipment

The Department will review and provide comments to the Contractor within 14 days of receipt of the Project Control Work Plan.

Digital Terrain Model (DTM) Any electronic project design data provided to the Contractor will not be deemed a part of the contract. Any electronic data provided to the Contractor is done as a courtesy by the Department. The Contractor shall not take advantage of any Ambiguity, error, omission, conflict, or discrepancy contained in the electronic data. If the Contractor discovers any such ambiguity, etc., the Contractor shall notify the Department before performing any Work related to the ambiguity, etc.

The Contractor shall convert any electronic data provided by the Department into the format required by the Contractor's system and equipment at the Contractor's expense.

The completed Digital Terrain Model (DTM) to be used for construction shall be submitted to the Department in InRoads DTM, LandXML, or other format acceptable to the Department for review with the Project Control Work Plan. No changes shall be made to the electronic model after submittal without prior written consent by the Project Resident.

Department Verification The Contractor shall furnish a GPS Rover or RTS equipment with the same capabilities as units used by the Contractor and compatible with the system(s) used by the Contractor to the Project Resident prior to commencing work utilizing electronic layout methods. The unit(s) shall stay in the possession of the Department for the duration of the project and shall be returned, in good condition, to the Contractor upon final acceptance of the field work.

Any augmented features (such as laser refinement) used by the contractor shall be included in the features available on the equipment provided to the Department.

With the equipment, the Contractor shall provide eight hours of manufacturer certified training on the use of the GPS or RTS and the Contractor's systems to Department project personnel prior to beginning any work. This training is for the purpose of providing Department project personnel with an understanding of the equipment, software, and electronic data being used by the Contractor.

Equipment Use All work accomplished through electronic layout methods and/or machine control must meet the same accuracy requirements as conventional grading construction as detailed in the Standard Specifications. The contractor shall not utilize GPS or RTS equipment for a construction activity that requires a greater precision than the machine's capability as per the manufacturer's recommendation.

Basis of Payment No payment shall be made for the elected use of electronic methods of project location layout and control. Any delays arising from the operation of GPS or RTS layout or machine control systems will not result in adjustment to the bid price or quantity of any construction items or be justification for granting any type of contract extension. Any costs incurred through incorrect use of GPS or RTS layout or machine control systems or re-construction necessary through their use are the sole responsibility of the Contractor. Training of Department project personnel in the use of GPS or RTS will be paid on a reimbursable basis based on submitted invoices, without Contractor markup.

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
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

”107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, **submittals and approvals**, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department.”

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

The contractor will be allowed to commence work on this project as long as all applicable plans and submittals as required under this contract have been submitted and approved.

All highway work in this contract including utilities and drainage shall be complete including base and binder pavement, all drainage structures shall be fully operational, and all driveways and entrances shall have complete access to the owners, curb will be installed and sidewalks roughed in with first layer of pavement placed, all by November 15, 2013.

Should any of the above mentioned work remain incomplete beyond November 15, 2013, Supplemental Liquidated Damages shall be assessed the contractor at a rate of Two Thousand Five Hundred Dollars (\$2,500.00) per calendar day and continue until unfinished work is completed to the satisfaction of the Resident Engineer.

Final Surface pavement, Loam, Seed, Mulch and general project clean-up shall be completed between the dates of April 15th and June 27, 2014.

The specified contract completion date for this contract is June 27, 2014.

The Contractor shall adhere to Section 107.3.3 Sundays and Holiday

Once work begins on this project, it shall be continuous through completion.
(Exception winter suspension)

All work schedule changes must be submitted for approval to the Department a minimum of 10 calendar days prior to the requested change.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Asphalt Escalator)

108.4.1 Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.102 Hot Mix Asphalt – Special Areas
- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.2071 Hot Mix Asphalt - 19 mm (Polymer Modified)
- Item 403.2072 Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
- Item 403.2073 Warm Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.2081 Hot Mix Asphalt - 12.5 mm (Polymer Modified)
- Item 403.20813 Warm Mix Asphalt - 12.5 mm (Polymer Modified)
- Item 403.2083 Warm Mix Asphalt - 12.5 mm
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.2101 Hot Mix Asphalt - 9.5 mm (Polymer Modified)
- Item 403.2102 Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)
- Item 403.2103 Warm Mix Asphalt - 9.5 mm
- Item 403.2104 Hot Mix Asphalt - 9.5 mm (3/4" Surface)
- Item 403.211 Hot Mix Asphalt – Shim
- Item 403.2111 Hot Mix Asphalt – Shim (Polymer Modified)
- Item 403.2113 Warm Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm (Shim)
- Item 403.2123 Warm Mix Asphalt - 4.75 mm (Shim)
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
- Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
- Item 403.2133 Warm Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.214 Hot Mix Asphalt - 4.75 mm (Surface)
- Item 403.2143 Warm Mix Asphalt - 4.75 mm (Surface)
- Item 404.70 Colored Hot Mix Asphalt – 9.5mm (Surface)
- Item 404.72 Colored Hot Mix Asphalt – 9.5mm (Islands, sidewalks, & incidentals)
- Item 461.13 Maintenance Surface Treatment

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

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

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

The December 2002 Revision of the Standard Specifications, Section 202-Removing Structures and Obstructions, subsection 202.061-Removing Pavement Surface, has been removed and replaced in its entirety by the following:

202.061 Removing Pavement Surface The equipment for removing the bituminous surface shall be a power operated milling machine or grinder capable of removing bituminous concrete pavement to the required depth, transverse cross slope, and profile grade by the use of an automated grade and slope control system. The controls shall automatically increase or decrease the pavement removal depth as required, and readily maintain desired cross slope, to compensate for surface irregularities in the existing pavement course. The equipment shall be capable of accurately establishing profile grades by referencing from a fixed reference such as a grade wire, or from the existing pavement surface using a 30 foot (9m) minimum contact ski (floating beam), or 24 foot (8m) non-contact grade control beam.

The Contractor shall locate and remove all objects in the pavement through the work area that would be detrimental to the planing or grinding machine. Any structures or obstructions left within the travel lane or shoulders shall have tapers installed according to Standard Detail 202(01).

The finished milled surface will be inspected before being accepted, and any deviations in the profile exceeding 12 mm [1/2 inch] under a 5 meter [16 foot] string line or straightedge placed parallel to the centerline will be corrected. Any deviations in the cross-slope that exceed 10 mm [3/8 inch] under a 3 meter [10 foot] string line or straightedge placed transversely to centerline will be corrected. All corrections will be made with approved methods and materials. Any areas that require corrective measures will be subject to the same acceptance tolerances. Excess material that becomes bonded to the milled surface will be removed to the Resident's satisfaction before the area is accepted.

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

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MaineDOT Standard Specifications § 101.2) is regulated as a Special Waste.

Culvert work associated with the Route 2A Highway Reconstruction Project will require the excavation of select Dredge Material at two stream locations. It is anticipated that less than 100-cubic yards of Dredge Material will be excavated at each site. There is onsite Beneficial Use for all of the Dredge Materials.

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

The contractor shall Beneficially Use all Dredge Material excavated from the two unnamed stream locations in areas adjacent to and draining into the dredged water body. No more than 100-cubic yards of Dredge Material may be excavated at each culvert location.

CONSTRUCTION REQUIREMENTS

Management: The contractor shall Beneficially Use all Dredge Material excavated at the individual culvert sites in areas adjacent to and draining into the dredged water body. No more than 100-cubic yards of Dredge Material may be excavated at the individual culvert site.

Method of Measurement: Dredge Material will be measured by the cubic yard of material removed.

Basis of Payment: Payment for the Beneficial Use of Dredge Material will be incidental to the Contract Pay Items.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement of the Dredge Materials.

OLD TOWN
STILLWATER AVENUE
HIGHWAY IMPROVEMENT PROJECT
PIN 14794.00

GENERAL NOTE

A Maine Department of Transportation (MaineDOT) Environmental Office investigation specific with this project encountered data suggesting petroleum related contamination was present at roughly MaineDOT Station 100+00 to roughly station 101+75 and roughly MaineDOT station 141+50 to roughly station 144+50. Subsequent on-site work failed to unearth any issues within these areas. However, in light of the available environmental data, the contractor shall employ appropriate health and safety measures to protect its workers against hazards associated with working near petroleum-impacted soils. Furthermore, the Contractor shall remain alert for any additionally evidence of contamination. If the Contractor encounters evidence of soil or groundwater contamination, the Contractor shall secure the excavation, stop work in the contaminated area, and immediately notify the Resident. The Resident shall contact the Hydrogeologist in MDOT's Environmental Office at 207-624-3100 and the Maine Department of Environmental Protection at 800-482-0777. Work may only continue with authorization from the Resident.

SPECIAL PROVISIONS
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Aggregate Subbase)

If the Contractor wishes to route public traffic over the completed Aggregate Subbase Course for a period of time greater than 48 hours, the Aggregate Subbase 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(b), Type D Aggregate. Also, whenever, the surcharge is used, it shall be placed on all the Aggregate Subbase Course subjected to public traffic. When the surcharge is removed, it may be placed in 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 subbase 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 Subbase Course pay item.

If salvaged bituminous pavement is placed as the top layer of the aggregate subbase course, a surcharge is not required.

SPECIAL PROVISIONS
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Recycled Concrete Aggregate)

Amend Section 304.02 Aggregate by adding the following:

Aggregate Subbase Course - Gravel containing Recycled Concrete Aggregate (RCA) meeting the requirements of Aggregate Subbase Course Gravel, Type D of Section 703.06 may be used in the lower lifts of the total aggregate subbase layer. The maximum total thickness of the Aggregate Subbase Course Gravel containing RCA is 12 in [300 mm].

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

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

304.021 Quality Control for Recycled Concrete Aggregate (RCA) used in Type D aggregate for subbase gravel. The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The Contractor shall not begin placing aggregate until the Department approves the QCP in writing.

The QCP shall address any items that affect the quality of the Type D subbase material including, but not limited to, the following:

- a. How the Contractor will proportion the aggregate to ensure that the final blend will contain no more than 50% by weight of RCA and no more than 5% by weight of other recycled materials such as brick, concrete masonry block or asphalt pavement as determined by visual inspection and wood, metal, plaster and gypsum board as defined in Note 9 in Section 7.4 of AASHTO M 319).
- b. Stockpile management, particularly construction to avoid segregation and cross contamination, especially by any substances that fall under the category of solid waste or hazardous materials.
- c. Placement operations, particularly how segregation of the in place material will be minimized.

- d. Gradation Quality Control during construction of the stockpile, particularly the quality control methods to ensure passing gradation of the composite blend of material. At a minimum sieve analysis shall be performed once for every 500 CY of production on both the unblended aggregate and the blended material.
- e. Examples of quality Control forms during manufacture of the material.
- f. Procedure for ensuring that the material is not placed such that any runoff or percolated water will come in contact with any metallic culverts or other structures.

The QCP shall include names of personnel responsible for performing any testing of the material and those responsible for overseeing the manufacturing process. The Contractor shall make all test results available to the Department onsite. The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents for production of the material subject to approval by the Department.

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 according to the Maine DOT Policies and Procedures for HMA Sampling and Testing. If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

For specification purposes, RAP will be categorized as follows:

Class III – The Contractor may use a maximum of 10 percent Class III RAP in any base, binder, surface, or shim course. Class III RAP will be allowed in hand-placed mixes for item 403.209 at a rate of up to 20 percent.

Class II – The Contractor may use a maximum of 20 percent Class II RAP in any base, binder, surface, or shim course.

Class I – The Contractor may use a maximum of 30 percent Class I RAP in any base, binder, surface, or shim course provided that PG 58-34 asphalt binder is used in the mixture. A PG 52-34 may be used when approved by the Department.

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 R35 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 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 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 sieve size within the limits shown in section 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate including RAP when utilized, 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
- Design Aggregate Structure for at least three trial blends
- Test results for the selected aggregate blend at a minimum of three binder 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
- Summary of RAP test results (if used), including count, average and standard deviation of binder content and gradation

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [150 ton] for stone stockpiles, 75 Mg [75 ton] for sand stockpiles, and 50 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. Should all of the Acceptance samples of a Lot be obtained prior to the receipt of the first Acceptance result, the Department will not allow the aim changes to be applied to that Lot. 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 reduced up to 10 percentage points from the amount listed on the JMF and shall not exceed the percentage of RAP approved in the JMF or for the specific application under any circumstances.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N _{initial}	N _{design}	N _{max}	25	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 Mix Asphalt Pavement, the Contractor may utilize either a 64-28 or 58-28 PGAB. The Contractor must stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work. For mixtures containing greater than 20 percent but no more than 30 percent RAP the PGAB shall be PG 58-34 (or PG 52-34 when approved by the Department). 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 Certifying Suppliers of PGAB. The Contractor shall request approval from the Department for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24 hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

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.

The Contractor may place Hot Mix Asphalt Pavement produced with an accepted WMA technology for any base, intermediate base, or shim 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 2°C [35°F] or higher, and the area to be paved is not frozen. The Hot Mix Asphalt Pavement produced with an approved WMA technology shall meet the requirements of section 401.04 - Temperature Requirements, unless otherwise approved by the Department.

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. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to section 401.04 - Temperature Requirements. 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. The inspector will notify the producer to take corrective action on any discrepancy over 1.0%. The producer may continue to operate for 48 hours under the following conditions.
 1. If the discrepancy does not exceed 1.5%; payment will still be governed by the printed ticket.
 2. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight.

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

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

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. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

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 truck, unless 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 specified in the contract 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 per the manufacturer's recommendations, a copy of which shall be available if requested.

The Contractor shall have the paver at the project site sufficiently before the start of paving operations to be inspected and approved by the Department. The Contractor shall repair or replace any paver found worn or defective, either before or during placement, to the satisfaction of the Department. Pavers that produce an unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

On a daily basis, the Contractor shall perform nuclear density testing across the mat being placed, prior to being compacted by equipment., at 300 mm [12 in] intervals, If the density values vary by more than 2.0% from the mean, the Contractor shall make adjustments to the screed until the inconsistencies are remedied.

Failure to replace or repair defective placement equipment may result in a letter of suspension of work and notification of a quality control violation resulting in possible monetary penalties as governed by Section 106 - Quality

401.10 Rollers Rollers shall be static steel, pneumatic tire, oscillatory, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when

reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller 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 Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

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. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, on irregular or milled surfaces, or on bridges, at least one roller shall be 14.5 Mg [16 ton] pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 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 directly on the surface, parallel to the centerline of pavement.
- b.) A 3 m [10 ft] straightedge or string line placed directly on the surface, 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. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roadways with adjoining lanes carrying 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. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

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

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand

tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

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

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 maintain a uniform head of HMA during transverse and longitudinal joint construction.

The HMA shall be free of segregation and meet temperature requirements outlined in section 401.04. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools. The Department may allow feathered or "lap" joints on lower base courses or when matching existing base type pavements.

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

The Contractor 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. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.
- 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 detailed description of RAP processing, stockpiling and introduction into the plant as well as a note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
- s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
- t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
- u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.
- v. Provisions for how the QCP will be communicated to the Contractor's field personnel

The QCP shall include the following technicians together with following 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 125 Mg [125 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [250 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [500 ton]	AASHTO T 312*
Gradation	1 per 500 Mg [500 ton]	AASHTO T30
PGAB content	1 per 500 Mg [500 ton]	AASHTO T164 or T308
Voids at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Voids in Mineral Aggregate at N_{design}	1 per 500 Mg [500 ton]	AASHTO T 312*
Rice Specific Gravity	1 per 500 Mg [500 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 5000 Mg [5000 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 5000 Mg [5000 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 5000 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 Gyratory 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 1000 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. The UCL and LCL, shall not exceed the allowable gradation control points for the particular type of mixture as outlined in Table 1 of section 703.09

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm and larger 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. Method A: 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.
- b. Method 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 0.90.
- c. 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, percent passing 0.075 mm sieve or density using all Acceptance or all available Quality Control tests for the current lot is less than 0.85.
- d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
- e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @ N_d , or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall

- outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
- f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
 - g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
 - h. The Contractor fails to follow the approved QCP.

The Contractor shall notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action, by the end of the work day. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. 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.

In cases where the corrective action can be accomplished immediately, such as batch weight or cold feed changes, the Contractor may elect to resume production once the corrective action is completed. Additional QC testing shall be performed to verify the effectiveness of the corrective action. Subsequent occurrences of shutdown for the same property in a Lot in progress will require paving operations to cease. Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements will be produced. The Department may allow the Contractor to resume production based upon a passing QC sample, with a split of the sample being sent to the Department for verification testing. If the submitted verification sample test results fall outside the specification limits, the Contractor shall cease production until a verification sample is submitted to the Department has been tested by the Department and found to be within specification limits.

If 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, the Contractor shall notify the Resident in writing of any proposed corrective action by 1:00 PM the next working day.

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

In the event the Department terminates a Lot prematurely but fails to obtain the required number of acceptance samples to calculate the volumetric property pay factor under the test method specified in the contract, the pay factor shall be calculated using the number of samples actually obtained from the contract. Should the number of acceptance samples taken total less than three, the resulting pay factor shall be 1.0 for volumetric properties. A minimum of three cores will be used for a density pay factor, if applicable, for quantities placed to date.

Should the Contractor request a termination of the Lot in progress prior to three acceptance samples being obtained, and the Department agrees to terminate the Lot, then the pay factor for mixture properties shall be 0.80. A minimum of three cores will be used to determine a density pay factor, if applicable, for quantities placed to date.

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.

Sublot size - Refer to section 401.201, 401.202, and 401.203 for minimum size and number of sublots. The quantity represented by each sample will constitute a sublot.

If there is less than one-half of a sublot remaining at the end, then it shall be combined with the previous sublot. If there is more than one-half sublot remaining at the end, then it shall constitute the last sublot and shall be represented by test results. If it becomes apparent partway through a Lot that, due to an underrun, there will be insufficient mix quantity to obtain the minimum number of sublots needed, the Resident may adjust the size of the remaining sublots and select new sample locations based on the estimated quantity of material remaining in the Lot.

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 within 48 hours (except when otherwise noted in the project specific QCP due to local restrictions), as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

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 Contractors 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. Cores for Acceptance testing shall be cut such that the nearest edge is never within 0.225 m (9 inches) of any joint. 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.

On all sections of overlay with wearing courses designed to be 19 mm [3/4 in] or less in thickness, there shall be no pay adjustment for density otherwise noted in Section 403 - Hot Bituminous Pavement. For overlays designed to be 19 mm [3/4 in] or less in thickness, density shall be obtained by the same rolling train and methods as used on mainline travelway surface courses with a pay adjustments for density, unless otherwise directed by the Department.

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot 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 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 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	0.9 +/-0.3
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	0.9 +/-0.3
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 4500 Mg [4500 tons], with unanticipated over-runs of up to 1500 Mg [1500 ton] rolled into the last lot. Sublot sizes shall be 750 Mg [750 ton] for mixture properties, 500 Mg [500 ton] for base or binder densities and 250 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 +/-5%
Passing 0.60 mm	Target +/-4%
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	0.9 +/-0.3
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 250 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. Contractor shall cut two 150 mm [6 in] cores, which shall be tested for percent TMD per AASHTO T-269 unless otherwise noted in Section 403 - Hot Bituminous Pavement. If the average for the two tests falls below 92.5% the disincentive shall apply. If the test results for each 250 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%

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 Pay Adjustment 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) The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly re-cut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 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.

Gradation For HMA evaluated under Acceptance Method A or B, 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.

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 HMA evaluated under Acceptance Method C, the Department will determine a pay factor using acceptance limits from Table 7: Method C Acceptance Limits.

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using the applicable Acceptance Limits.

The following variables will be used for pay adjustment:

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

Pay Adjustment Method A

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.80, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 5: Method A Acceptance Limits:

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

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 5: Method A Acceptance Limits as follows:

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

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

Pay Adjustment Method B

The Department will use the following criteria for pay adjustment: density, Performance Graded Asphalt Binder content, voids @N_d, VMA, VFB, F/B_{eff}, and the screen sizes listed in Table 9 for the type of HMA represented in the JMF. If any single pay factor for PGAB Content, VMA, or Air Voids falls below 0.86, then the composite pay factor for PGAB Content, VMA, and Air Voids shall be 0.70.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 6: Method B Acceptance Limits:

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

PGAB Content, VMA and Air Voids: The Department will determine a pay adjustment using Table 6: Method B Acceptance Limits as follows:

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

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

Pay Adjustment Method C

The Department will use density, Performance Graded Asphalt Binder content, and the percent passing the nominal maximum, 2.36 mm, 0.300 mm and 0.075 mm sieves for the type of HMA represented in the JMF. If the PGAB content falls below 0.80, then the PGAB pay factor shall be 0.55.

Density: For mixes having a density requirement, the Department will determine a pay factor using Table 7: Method C Acceptance Limits:

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

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

$$PA = (\% \text{ Passing Nom. Max PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 2.36 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.30 mm PF} - 1.0)(Q)(P) \times 0.05 + (\% \text{ passing 0.075 mm PF} - 1.0)(Q)(P) \times 0.10 + (\text{PGAB PF} - 1.0)(Q)(P) \times 0.25$$

VMA, Air Voids, VFB and Fines to Effective Binder The Department will determine a pay factor (PF) using Table 7: Method C Acceptance Limits. The Department will not make price adjustments for VMA, Air Voids, VFB or Fines to Effective Binder, but will monitor them as shutdown criteria.

Pay Adjustment Method D

The Department will use density, Performance Graded Asphalt Binder content, and the screen sizes listed in Table 8b for the type of HMA represented in the JMF. If test results do not meet the Table 8 requirements, deducts as shown in Table 8b shall be applied to the quantity of mix represented by the test.

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 at least 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 Method A or B 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: The results for PGAB content and the screen sizes used for pay adjustment may be disputed.

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. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample, and will be used to re-calculate any other affected results or properties.

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 0.60 mm sieves	+/- 3.0%
Passing 0.30 mm to 0.15	+/- 2.0 %
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 equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

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

- Bridge decks and joints (no smoothness measurements will be taken within 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	0.95 m/km [60 in/mile]
II	1.10 m/km [70 in/mile]
III	1.25 m/km [80 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 1 meter [3 ft] 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 10°C [50°F] or higher.
- h. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.

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 Megagram [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	MG [Ton]
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	MG [Ton]
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	MG [Ton]
403.2071 Hot Mix Asphalt , 19.0 mm Nominal Maximum Size	MG [Ton]
403.2072 Asphalt Rich Hot Mix Asphalt, 19.0 mm Nominal Maximum Size (Asphalt Rich Base and Intermediate course)	MG [Ton]
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	MG [Ton]
403.2081 Hot Mix Asphalt - 12.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals)	MG [Ton]
403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	MG [Ton]
403.2101 Hot Mix Asphalt - 9.5 mm Nominal Maximum Size (PG 70-28)	MG [Ton]
403.2102 Asphalt Rich Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (Asphalt Rich Intermediate course)	MG [Ton]
403.211 Hot Mix Asphalt (shimming)	MG [Ton]
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	MG [Ton]
403.2131 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, (PG 70-28) (Base and Intermediate Base course)	MG [Ton]
403.2132 Asphalt Rich Hot Mix Asphalt, 12.5 mm Nominal Maximum Size (Base and Intermediate Base course)	MG [Ton]

SPECIAL PROVISION
SECTION 703
AGGREGATES

The Standard Specifications, Revision of 2002 Section 700 - Materials, Subsection 703.09 HMA Mixture Composition has been revised as follows:

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following tables or as otherwise specified.

TABLE 1: COMPOSITION OF MIXTURES - CONTROL POINTS

SIEVE SIZE	GRADING			
	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE			
37.5 mm	100			
25 mm	90-100	100		
19 mm	-90	90-100	100	100
12.5 mm	-	-90	90-100	95-100
9.5 mm	-	-	-90	80-100
4.75 mm	23-49	28-58	32-67	40 - 80
1.18 mm	-	-	-	-
600 µm	-	-	-	-
300 µm	-	-	-	-
75 µm	2.0-7.0	2.0-7.0	2.0-7.0	2.0-7.0
SIEVE SIZE	RESTRICTED ZONES			
	TYPE 19 mm [¾ in]	TYPE 12.5 mm [½ in]	*TYPE 9.5 mm [⅜ in]	TYPE 4.75 mm [#40]
	PERCENT BY WEIGHT PASSING - COMBINED			AGGREGATE
37.5 mm [1½ in]	-	-	-	-
25 mm [1 in]	-	-	-	-
19 mm [¾ in]	-	-	-	-
12.5 mm [½ in]	-	-	-	-
9.5 mm [⅜ in]	-	-	-	-
4.75 mm [No. 4]	-	-	-	-
2.36 mm [No. 8]	34.6	39.1	47.2	-
1.18 mm [No. 16]	22.3-28.3	25.6-31.6	31.6-37.6	-
600 µm [No. 30]	16.7-20.7	19.1-23.1	23.5-27.5	-
300 µm [No. 50]	13.7	15.5	18.7	-
75 µm [No. 200]	-	-	-	-

* The restricted zone is presented for information and definition of "Fine" 9.5mm mixes only.

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>6" HMA Overlay Areas</u>						
<u>Mainline Travelway, and Turn-Lanes</u>						
Wearing	12.5 mm	403.208	N/A	1 ½"	1	1,5,7,20
Base	12.5 mm	403.213	N/A	2 ½"	1	1,4,7
Base	12.5 mm	403.213	N/A	2"	1	1,4,7
<u>4" HMA Overlay Areas</u>						
<u>Shoulders and Approach Roads</u>						
Wearing	12.5 mm	403.208	N/A	1 ½"	1	1,5,7,20
Base	12.5 mm	403.213	N/A	2 ½"	1	1,4,7
<u>Residential Drives, Sidewalks, Islands, Misc.</u>						
Wearing	9.5 mm	403.209	N/A	2"	1/more	1,2,3,10,11,14
<u>Commercial Drives</u>						
Wearing	9.5 mm	403.209	N/A	3"	2/more	1,2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 58-28** to **PG 64-28** grading. The Contractor must stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work.
2. The incentive/disincentive provisions for density shall not apply. Rollers shall meet the requirements of this special provision. The use of an oscillating steel roller shall be required to compact all mixtures pavements placed on bridge decks.
3. The design traffic level for mix placed shall be <0.3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
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. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
7. Section 106.6 Acceptance, (1) Method A.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
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.

20. The Contractor may place the specified HMA pavement course, not to exceed 2" inch (50mm) compacted depth, over the full single travel lane width, for each production day. If this option is utilized the Contractor will be required to place a matching course of HMA over the adjacent section of travel lane before the end of the following calendar day. The Contractor will also be responsible for installing additional warning signage that clearly defines the centerline elevation differential hazard, as well as additional centerline delineation such as double RPM application, or temporary painted line. The Traffic Control Plan shall be amended to include this option and the additional requirements. All signs and traffic control devices will conform to Section 719.01, and Section 652, and will be installed to the work, at a maximum spacing of 0.50 mile [0.80 km] for the entire length of effected roadway section. On roadways with two-way traffic, the Contractor will be required to place the specified course over the full width of the mainline traveled way being paved prior to opening the sections to weekend or holiday traffic. If this option is utilized, all additional signing, labor, traffic control devices, or incidentals will not be paid for directly, will be considered incidental to the appropriate 652 items.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and the surface course, at a rate not to exceed 0.025 gal/yd². Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
Fill	604.2403	Special Basin (footing & base)	-	C
LP	608.081	Reinforced Concrete Driveways	-	C
LP	608.26	Curb Ramp Detectable Warning Field	-	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, B, and C

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 603
Pipe Culverts and Storm Drains

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

<u>Pay Item</u>		<u>Pay Unit</u>
603.155	12" Reinforced Concrete Pipe, Class III	Linear Foot
603.175	18" Reinforced Concrete Pipe, Class III	Linear Foot
603.195	24" Reinforced Concrete Pipe, Class III	Linear Foot
603.215	36" Reinforced Concrete Pipe, Class III	Linear Foot
603.235	48" Reinforced Concrete Pipe, Class III	Linear Foot

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

Description This work shall consist of furnishing and installing a cast iron curb inlet frame, grate and curb box and connecting the inlet to a new drainage structure installed behind the curb, as shown on the plans and as directed by the Resident.

Materials Materials for the curb inlet, frame, grate and curb box shall meet the requirements of the Neenah Foundry Company R-3165 series, Cast Iron Curb Inlet Frame, Grate and Curb Box, or an approved equal. Pipe to connect the sub-basin bowl to the drainage structure installed behind the curb shall be PVC Schedule 40.

Concrete for precast base and cast-in-place footing shall meet the requirements of Section 502 for Concrete Fill.

Castings shall be gray iron conforming to the requirements of AASHTO M105-82. They shall be of uniform quality, free from blowholes, shrinkage, distortion or other defects, and shall be smooth and well-cleaned by shot-blasting.

All cast components shall fit together in a manner acceptable to the Resident. No rocking or other unacceptable displacement under loading will be allowed. Manufacturer's shop drawings shall be submitted to the Resident for approval prior to manufacture and shipping of castings to the project.

Construction Requirements The cast iron curb inlet frame, grate and curb box shall be placed to the required grade on a precast concrete base and cast-in-place concrete footing. Pipe sections shall be firmly connected to the cast iron components and the wall of the drainage structure installed behind the curb, with no part of the pipe projecting more than six inches inside the wall. Invert connections to the drainage structure installed behind the curb shall be core cut at the elevation shown on the plans or as determined by the Resident. Castings shall be set to the correct elevation before the final course of paving material has been placed.

Method of Measurement Special Basin R-3165 and accessories will be measured by the number of units each, complete and accepted in place.

Basis of Payment The accepted quantities of Special Basin R-3165 will be paid for at the contract unit price each, complete and in place. Payment for installation shall include furnishing and satisfactorily installing all cast iron components and incidental hardware of the curb inlet, and all work and incidental materials necessary for connection of the outlet pipe from the curb inlet to the drainage structure installed behind the curb. Excavation and backfill will be measured and paid for as provided in Section 206 – Structural Excavation. Outlet pipe, precast concrete base and cast-in-place footing will be considered incidental to payment for the Special Basin. Construction of the drainage structure installed behind the curb to which the curb inlet connects will be paid under the appropriate Section 604 pay item.

Pay Item
604.2403 Special Basin

Pay Unit
Each

SPECIAL PROVISION
SECTION 604
MANHOLES INLETS AND CATCH BASINS
(Stormwater Planter)

Description

This work shall consist of the construction of a stormwater planter to treat highway runoff using a concrete vault, solid and perforated pipe, crushed stone/pea gravel, and bioretention soil media (BSM) at a location designated on the plans and as specified in the typical plan and cross-section details.

Materials

All materials for stormwater planters shall meet the requirements of the following Sections of the Standard Specifications except as provided below:

Joint Mortar	705.02
Underdrain Pipe	706.06,706.09
Precast Concrete Units	712.06

The bioretention soil media shall consist of 80% clean, coarse sand mixed with 20% stable compost. This soil mixture shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than one inch. Soil filter media shall be permeable enough to insure drainage of the stormwater planter within 48 hours maximum. No other materials or substances that may be harmful to plant growth, or prove a hindrance to the planting or maintenance operations, can be mixed within the filter.

The crushed stone/pea gravel shall consist of washed and screened natural sands or sands manufactured by crushing stones. The gradation shall be as follows:

Sieve Size Square Opening	Percent Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 200	2-10

The material shall not have more than 45% passing any sieve and retained on the next consecutive sieve of those shown above.

Submittals.

The Contractor shall submit a 5 gallon sample of the proposed bioretention soil media mixture and identify the source of each component of the mixture for approval by the Resident at least 10 working days prior to the delivery of the material to the site. A gradation test performed by a qualified soil testing laboratory may be required at the discretion of the Resident.

The Contractor shall submit a 5 gallon sample of the proposed crushed stone/pea gravel for approval by the Resident at least 10 working days prior to the delivery of the material to the site.

A gradation test performed by a qualified soil testing laboratory may be required at the discretion of the Resident.

Construction.

The stormwater planter shall be constructed of a precast unit. Each stormwater planter shall be constructed at the locations and elevations according to the approved drawings. The Contractor shall have a preconstruction site walk with the Resident and a representative from the MaineDOT Environmental Office Surface Water Resources Unit to review the proposed location and to answer questions in regard to layout and construction. Any modifications to the elevation or location shall be at the direction of and approved by the Resident.

The stormwater planter concrete vault shall be placed on a compacted subgrade with a minimum 6-inch depth pea gravel base. Unsuitable material below subgrade shall be replaced to the Resident's approval.

After setting the vault, the 8 inch perforated pipe shall be installed in the planter in the middle of the concrete vault and laid with perforations up. The 8 inch vertical bypass pipe shall be connected to the perforated underdrain and installed with the top at the same elevation as the entrance lip of the vault. There shall be a minimum of 6 inches from the top of the bypass pipe to the top of the finished grade of the soil media.

Backfilling shall be performed in a careful manner, bringing the appropriate fill material up in 6" lifts on all sides. The flow line of the stormwater planter shall be at a greater elevation than the flow line of the receiving catch basin or manhole.

The bioretention soil media must be at least 36 inches deep on top of the 24 inch gravel reservoir layer and must extend across the bottom of the entire filter area. It should be placed in 6 inch lifts inside the concrete vault and brought to an elevation that is 6 inches minimum below the inlet lip of the concrete vault.

Outlet connections shall be aligned and sealed to meet the approved drawings with modifications necessary to meet site conditions and local regulations. The 8-inch diameter underdrain outlet pipe must be bedded in 12 inches of material with at least 3 inches of material beneath the pipe and 3 inches above.

Plantings as specified in Section 621 – Landscaping shall be installed after the stormwater planter unit has been filled with stone and bioretention soil media and the final elevations checked by the Resident. Plantings shall receive adequate irrigation during the establishment period to ensure survival.

Method of Measurement Stormwater Planter will be measured by the number of units each, complete and accepted in place.

Basis of Payment The accepted quantities of Stormwater Planter will be paid for at the contract unit price each, complete and in place. Payment shall be full compensation for furnishing the precast concrete vault; installing and backfilling around the unit; furnishing and placing all piping, fittings, grates, crushed stone/ pea gravel, and bioretention soil media; and all equipment, labor and all other incidentals necessary to complete the work.

Plantings will be measured and paid for separately as provided in Special Provision 621 – Landscaping.

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

Payment will be made under:

Pay Item
604.2406 Stormwater Planter

Pay Unit
Each

SPECIAL PROVISION
SECTION 604
Manholes, Inlets and Catch Basins

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

<u>Pay Item</u>		<u>Pay Unit</u>
604.096	60" Catch Basin Type B1-C	Each
604.098	84" Catch Basin Type B1-C	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:

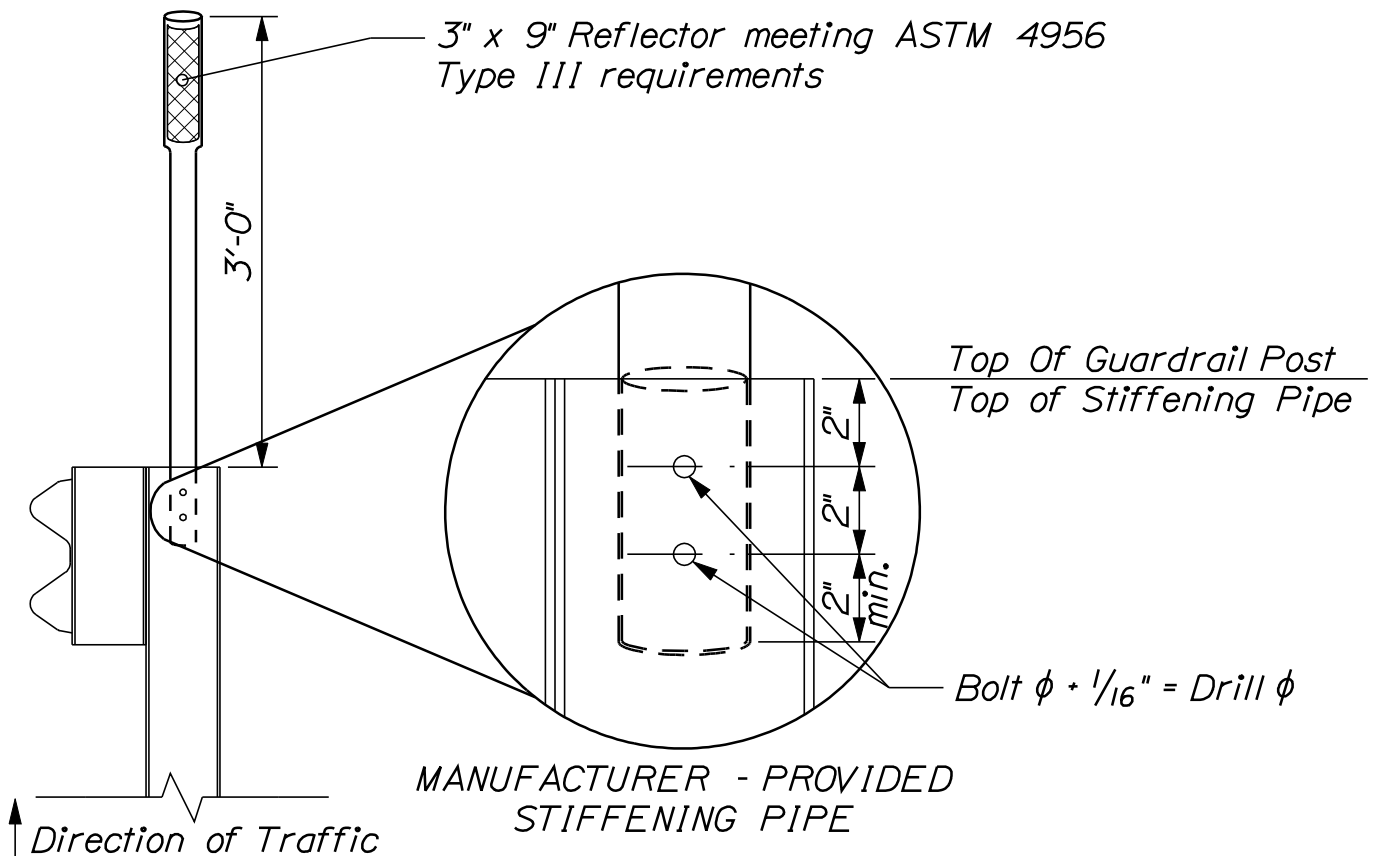
<u>Pay Item</u>	<u>Pay Unit</u>	
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]
606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge 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)

SPECIAL PROVISIONS
SECTION 608
SIDEWALKS
(Reinforced Concrete Driveways)

Description. This work shall consist of furnishing and placing a Portland cement concrete pavement and incidental construction as shown on the plans and as directed. Except as otherwise specified in this Special Provision, all work shall be in conformity with the applicable provisions of Section 502, Structural Concrete; Section 503, Reinforcing Steel; and Section 515, Protective Coating for Concrete Surfaces.

MATERIALS

Concrete. Concrete shall be Class LP.

Reinforcement. Reinforcement shall be 4" x 4" W4 x W4 Steel Welded Wire Fabric, Deformed, conforming to Section 503 and Section 709.02.

Preformed Expansion Joint Filler. Preformed Expansion Joint Fillers shall meet the requirements of Section 705.01.

CONSTRUCTION REQUIREMENTS

Preparation of Foundation. The existing material shall be removed and replaced with Aggregate Subbase Course – Gravel to the depth shown on the plans. The foundation bed shall be well graded and compacted, as directed by the Resident, to provide for placement of the specified thickness of concrete.

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. Concrete shall be placed to a depth of six inches (6") in a continuous placement operation with a preformed expansion joint located approximately along the center of the driveway. No construction joints will be allowed. The expansion joint shall have an approved preformed expansion joint sealer installed. The preformed expansion joint shall be continuous and of an approved material.

The surface of the concrete shall receive a float finish in accordance with Subsection 502.14(A). Immediately following the float finish, the surface shall be textured at right angles to the driveway centerline using an approved open-pile, stiff bristle broom or mat.

The curing period for the concrete shall be seven days and shall meet the requirements of Standard Specifications Section 502.15. The finished surface of the concrete shall receive a protective coating in accordance with Section 515.

Quality Assurance. Quality assurance of Reinforced Concrete Driveways will be by Method C as defined in Section 502.0504 of the Standard Specifications.

Method of Measurement. Reinforced Concrete Driveways, satisfactorily placed and accepted, will be measured for payment by the square yard, in accordance with the dimensions shown on the plans or authorized by the Resident.

Basis of Payment. The accepted quantity of Reinforced Concrete Driveways will be paid for at the contract unit price per square yard, which payment will be full compensation for all labor, materials, equipment and incidentals necessary to complete the work, including the fabrication, delivery and placement of reinforcement; the furnishing and placement of expansion joints and joint filler; and the furnishing and application of protective coating.

Any grading or shimming of the subbase material that may be necessary to provide a suitable foundation for Reinforced Concrete Driveways will be incidental to payment under Pay Item 608.081. Excavation will be paid under the appropriate contract item, Section 203 – Excavation and Embankments. Aggregate Subbase Course – Gravel will be paid under Pay Item 304.10.

Payment will be made under:

Pay Item		Pay Unit
608.081	Reinforced Concrete Driveways	Square Yard

SPECIAL PROVISION
SECTION 608
DETECTABLE WARNINGS
(Cast Iron)

Description This work shall consist of furnishing and installing curb ramp detectable warning plates with truncated domes at the locations shown on the plans or as established by the Resident.

MATERIALS

Detectable Warnings The Contractor shall provide new cast iron detectable warning plates as manufactured by one of the manufacturers listed on Maine DOT's Qualified Products list of Cast Iron Detectable Warning Plates. This list can be found at:

<http://www.maine.gov/mdot/transportation-research/qpl.php>

Each field shall match the width of the ramp and shall have a natural finish.

Prior to starting this work, the Contractor shall submit for approval the name of the selected supplier, manufacturer's literature describing the product, installation procedures, and routine maintenance required.

Concrete Portland cement concrete shall meet the requirements of Section 502, Structural Concrete, Class A

CONSTRUCTION REQUIREMENTS

Existing Concrete Curb Ramps Existing Concrete shall be saw-cut to a dimension 100mm [4 in] larger than the detectable warning plates. New concrete shall be placed in the resulting opening and finished, and the new plates set into the wet concrete, according to manufacturer recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

New Concrete Curb Ramps New concrete shall be placed and finished for the ramp, and the new plates set into the wet concrete, according to manufacturer recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage

New Asphalt Ramps Asphalt shall be saw cut and removed to provide an opening that will allow for the dimensions of the cast iron plate surrounded by an additional 100mm [4 in] border on all sides of the plate. New concrete shall be placed in the resulting opening and finished, and the new plates set into the wet concrete, according to manufacturer

recommendations. New plates shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

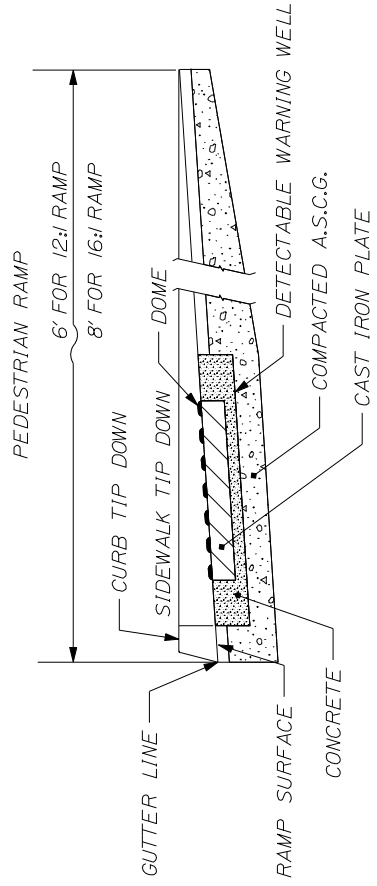
Method of Measurement Detectable warning fields properly placed and accepted shall be measured for payment by the square meter [ft²]. Measurement shall include actual plate area, not surrounding concrete.

Basis of Payment Payment will be full compensation at the contract unit price for all labor, materials, and equipment required to install the detectable warning fields. This shall include surface preparation and removal of concrete or asphalt, and necessary replacement concrete. On new concrete ramps, concrete shall be paid for under separate items

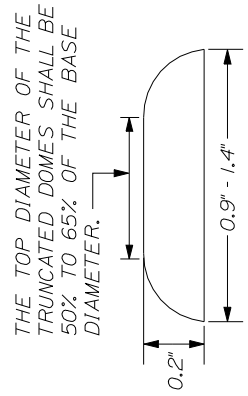
Pay Item	Pay Unit
608.26 Curb Ramp Detectable Warning Field	Square Meter [Square Foot]

VIEWS AND DETAILS OF THE DETECTABLE WARNING

(NOT TO SCALE)



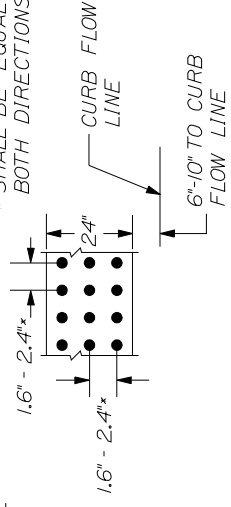
SIDE SECTION VIEW OF
DETECTABLE WARNING, WELL, CURB AND GUTTER



ELEVATION VIEW

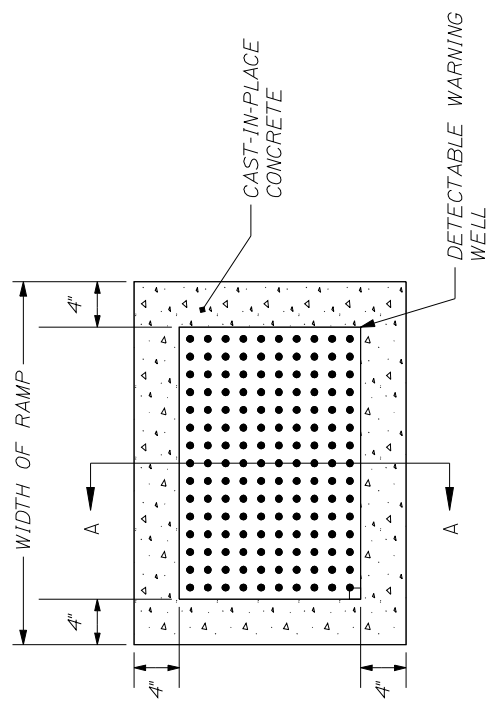
THE TOP DIAMETER OF THE TRUNCATED DOMES SHALL BE 50% TO 65% OF THE BASE DIAMETER.

* SHALL BE EQUAL IN BOTH DIRECTIONS

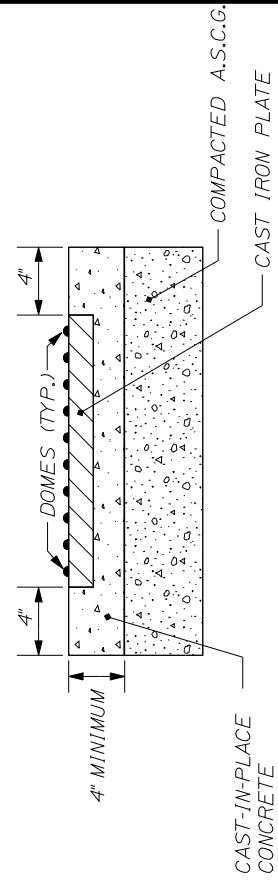


PLAN VIEW

DOMES AND DETECTABLE WARNING DETAILS



PLAN VIEW OF
DETECTABLE WARNING AND WELL



SECTION A-A

NOTE: ALL DETECTABLE WARNING AREAS SHALL START 6'-10" FROM THE FLOW LINE OF THE CURB, BE 24" IN DEPTH, AND COVER THE COMPLETE WIDTH OF THE RAMP AREA ONLY.

SPECIAL PROVISION
SECTION 613
EROSION CONTROL BLANKETS
(Turf Reinforcement Mat)

Description

This work shall consist of furnishing and installing in accordance with recommendations of the manufacturer a turf reinforcement mat on prepared areas where noted on the plans.

Materials

Turf Reinforcement Mat (TRM) for this project shall meet the material performance requirements and specifications of North American Green SC250[®] TRM, Propex Landlok[®] 450 TRM, or an approved equal meeting requirements of FHWA FP-03 Section 713.18 Type 5.B or Type 5.C Permanent Rolled Erosion Control Products.

Turf Reinforcement Mat shall possess sufficient strength and elongation properties to withstand anticipated flow conditions and to maintain contact with the underlying substrate in saturated conditions.

Manufacturer contact information:

North American Green
P.O. Box 66
Evansville, IN 47618-9989
(800) 772-2040
Fax: (812) 867-0247
www.nagreen.com

Propex Operating Company, LLC
6025 Lee Highway, Suite 425
P.O. Box 22788
Chattanooga, TN 37422
(800) 621-1273
Fax: (423) 899-7619
www.geotextile.com

Submittals

The Contractor shall furnish the manufacturer's most recent product data sheet for the proposed turf reinforcement mat for approval by the Resident at least ten (10) working days prior to delivery of the material to the site. A sample of the turf reinforcement mat may be requested at the discretion of the Resident.

Construction

Slopes on which Turf Reinforcement Mat will be installed shall be constructed to final grade with the specified depth of loam or dirty borrow as shown on the plans. The surface shall be graded and compacted uniformly and free of obstructions, clods, roots, stones over one inch diameter, and foreign matter. The seedbed shall be prepared and seeded by Seeding Method Number 2 in accordance with requirements of Section 618 of the Standard Specifications.

Turf Reinforcement Mat shall be anchored at the top and bottom of the slope as recommended by the manufacturer. When installed at curb openings, width of TRM placement shall be centered on the curb opening and shall be at least twenty-four inches (24") wider than the curb opening. When installed at the end of a curb run, TRM placement shall overlap the end of curb station by a minimum of twelve inches (12").

Turf Reinforcement Mat shall be installed in accordance with the manufacturer's recommendations for roll placement, overlap, and ground anchoring device size, frequency and pattern, unless otherwise approved by the Resident. When placed on slopes at curb openings, at the end of a curb run, or at other locations where concentrated flows will discharge to the slope, Turf Reinforcement Mat shall be rolled horizontally across the slope perpendicular to the general direction of flow down the slope and installed shingle-style, with each roll section overlapping the next section below it on the slope. Turf Reinforcement Mat shall be installed in a manner to maintain direct contact with the soil. Installation spanning over voids in the underlying soil surface will not be accepted. No operation of equipment and no foot traffic on installed Turf Reinforcement Mat that could create ruts or depressions in the underlying soil will be allowed.

The Contractor shall inspect the installed Turf Reinforcement Mat weekly and before and after storm events until vegetative cover is fully established to insure that the mat has not moved or been dislodged from the underlying soil. Any damaged or failing installations shall be repaired immediately.

Method of Measurement Turf Reinforcement Mat will be measured by the square yard of exposed finished surface, not including roll overlaps or anchorage overlaps, complete and accepted in place.

Basis of Payment The accepted quantities of Turf Reinforcement Mat will be paid for at the contract unit price per square yard, complete in place and accepted. Payment shall be full compensation for furnishing and installing the mat, seeding under the mat, minor excavation for anchorage of the mat, maintenance and repair or replacement of the mat as required until final acceptance, and all equipment, labor and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
613.40 Turf Reinforcement Mat	Square Yard

SPECIAL PROVISION
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 parentheses.

The Contractor shall follow MaineDOT Standard Specifications (December 2002) for landscape materials and installation procedures (Section 621).

In accordance with Section 104.5.9, a separate Performance Bond will not be required for the Landscape portion of this contract. A Maintenance Bond for a Two-Year Establishment Period in the full value of the planting shall be included in this project.

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

Item No.	Description	Unit	Quantity	Total
621.54	Deciduous Flowering Shrub 18" – 24" cont.	EA		
	Rosa Rugosa (Beach Rose)		30	30
621.80	Establishment Period	LS	1	1

Old Town
14794.00
Feb 4, 2013

SPECIAL PROVISION
SECTION 627
PAVEMENT MARKINGS

The last paragraph of Subsection 627.10, Basis of Payment is revised by the addition of the following:

<u>Pay Item</u>	<u>Pay Unit</u>
627.733 4" White or Yellow Painted Pavement Marking Line	LF

SPECIAL PROVISION
SECTION 645
HIGHWAY SIGNING

Under 645.023 Support Structures, add the following to the first paragraph just prior to the last sentence:

Minimum fatigue design default values for cantilever & butterfly sign support structures shall be classified as Fatigue Category I with Fatigue Importance Factors (I_f) of 1.0 for Galloping, 1.0 for Natural Wind Gusts and 1.0 for Truck-Induced Gusts. Bridge type sign support structures supporting variable message signs (VMS) shall also use this fatigue criteria in their design.

Minimum fatigue design default values for bridge type structures, without VMS, shall be classified as Fatigue Category II with Importance Factors (I_f) of 0.65 for Galloping, 0.75 for Natural Wind Gusts and 0.89 for Truck-Induced Gusts.

Under 645 Support Structures, b. Bridge, Cantilever, and Butterfly Type Sign Supports, modify the 1st sentence in paragraph 2 to read:

“Signs shall be placed on the support structure such that the bottom edges are aligned (unless written consent from the Fabrication Engineer is obtained), while accommodating the minimum height requirement - see Section 645.06.

Modify the 4th sentence of paragraph 2 to read:

“This additional theoretical sign load shall be computed by: For single signs increasing the sign widths an additional 25% without changing the horizontal midpoint of the sign; For multiple signs the sign widths shall be increased 25% toward the outside sign edges. The height shall be increased 25% without changing the bottom edge elevation of the signs.”

Under 645.06 Installation of Type I Signs, b. Sign Panels, modify the 4th sentence of the 1st paragraph to read:

“Sign panels on overhead structures shall provide a minimum vertical clearance of 5.5 meters [18 ft] to the highest point of the roadway surface under the sign(s).

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following:

- Road Work Ahead
- Road Work 500 Feet
- Road Work Next x Miles
- End Road Work

Work Areas. At the work sites, signs and channeling devices shall be used as directed by the Resident. Signs may include:

- One Lane Road Ahead
- Do Not Pass*
- Work Zone
- Road Work xxxx¹
- Shoulder Work
- End Work Zone
- Flagger Sign

* White with black legend and border

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.

Other typical signs include:

- Be Prepared to Stop
- Low Shoulder
- Bump
- Pavement Ends

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

The Contractor shall conduct operations in such a manner that the roadway will be restricted to one lane for no more than **1,000'** at a work area, excluding tapers and buffer space, unless otherwise authorized by the Resident. No more than one work area that restricts traffic to one lane operation will be allowed within the project limits between the hours of 7:00 AM and 6:00 PM, unless otherwise authorized by the Resident.

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

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

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Officers)

Description. This work shall consist of furnishing uniformed police officer(s) in the following situations:

- 1.) As directed by the Resident

General

The Contractor shall make requests for uniformed police officers a minimum of 48 hours in advance.

Method of Measurement. Traffic Officer will be measured for payment by the number of hours measured to the nearest ¼ hour.

Basis of Payment. The accepted quantity of Traffic Officers will be paid for at the contract unit price per hour with no additional payment for overtime. The contract unit price will be full compensation for transporting, equipping, supervising and the payment of traffic officers and police cruisers, and for all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
652.381	Traffic Officers	Hour

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
 (Traffic Control)

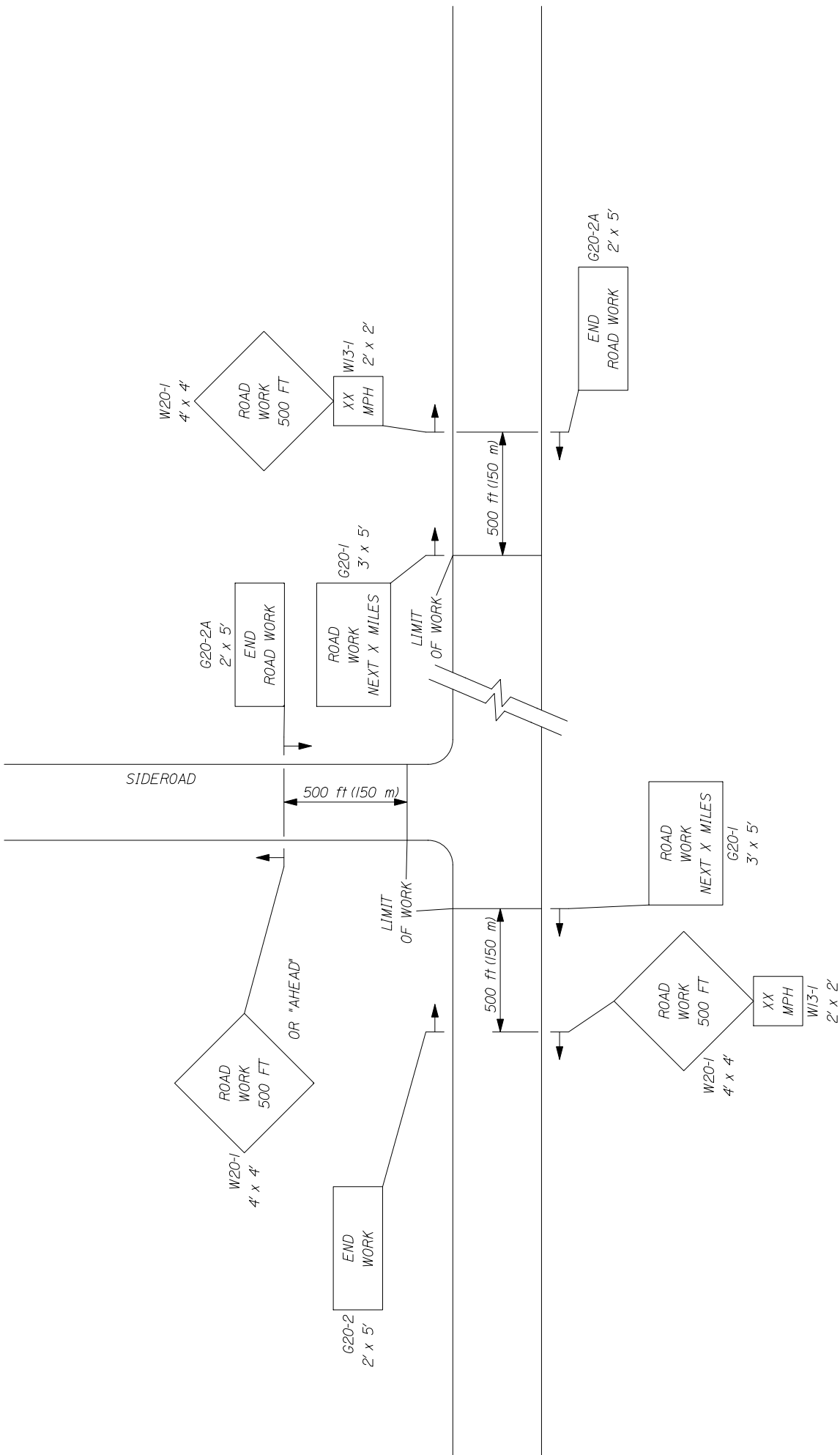
Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule below. The 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. 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**

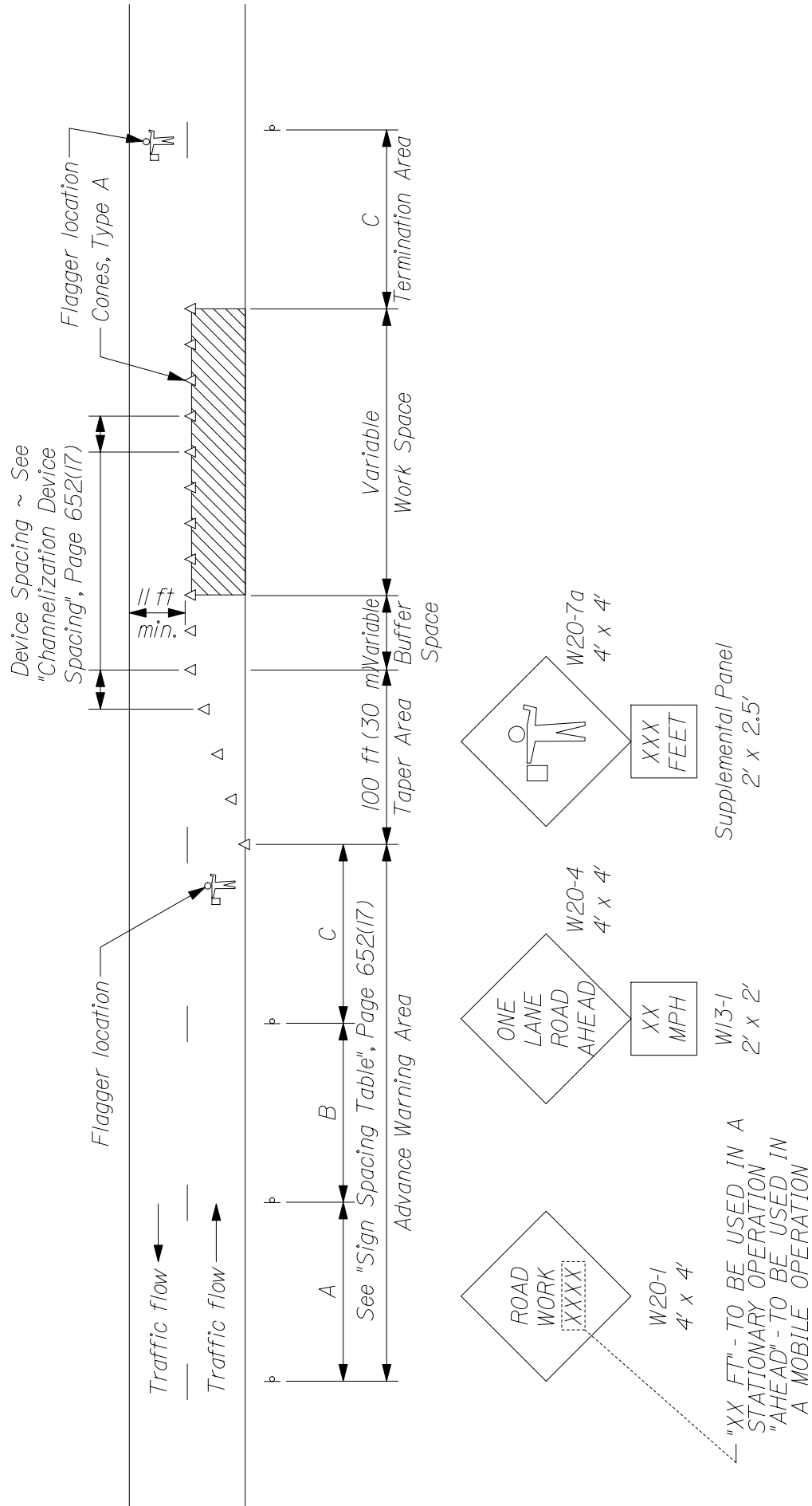
<u>From More Than</u>	<u>Up to and Including</u>	<u>Amount of Penalty Damages per Violation</u>		
		<u>1st</u>	<u>2nd</u>	<u>3rd & Subsequent</u>
\$0	\$1,000,000	\$250	\$500	\$1,250
\$1,000,000	\$2,000,000	\$500	\$1,000	\$2,500
\$2,000,000	\$4,000,000	\$1,000	\$2,000	\$5,000
\$4,000,000	and more	\$2,000	\$4,000	\$10,000

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.



-- 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	SIGN SPACING TABLE		
	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 Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" and is available at:

<http://www.maine.gov/mdot/environmental-office-homepage/surface-water-resources.php>

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

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 Soil Erosion and Water Pollution Control Plan (SEWPCP.)

- 1) This project is located in the Stillwater River watershed, which is listed as Class B. However, the Stillwater River is located within the Distinct Population Segment (DPS), Essential Fish Habitat (EFH), and Critical Habitat (CH) for Atlantic Salmon. Therefore, this project is considered SENSITIVE in accordance with Section IID of the 2008 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 637, if applicable, shall be included in the plan.
- 6) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance. Temporary slope stabilization is required on a daily basis.
- 7) Permanent seeding shall be done in accordance with *Special Provision, 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) Temporary winter stabilization must be used between November 1st and April 1st or outside of that time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

Work with an approved method. If temporary winter stabilization practices are used then spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods 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/slopes 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 III.E.1. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them.

13) Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, concrete debris, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03, Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.

14) **CLEARING LIMIT LINES SHALL BE MINIMIZED**. Clearing shall be minimized as shown on the design plans.

15) Stream flow shall be maintained at all times.

16) If a cofferdam sedimentation basin is used, it shall be located in an upland area where the water can settle and sink 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.

SPECIAL PROVISION
SECTION 801
SANITARY SEWER

Description This work shall consist of constructing cellar drain inspection standpipes, in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans and as directed by the resident in the field.

Materials Meet Sections:

Sewer Line Bedding and Initial Backfilling Stone	703.02 for class AA
PVC Pipes & Fittings (100 mm [4 in])	ASTM D3034 (SDR 35)

Construction Requirements

Excavation Trenches shall be excavated in accordance with the requirements of Section 206 - Structural Excavation and wide enough to allow joining the pipe and compacting the bedding and backfill material under and around the pipe. Unless otherwise designated, trench walls shall be as nearly vertical as possible and the trench width no greater than necessary for installation of the pipe.

Bedding The inspection standpipe and pipe line shall be bedded in original material.

Laying The Contractor shall not install nor backfill cellar drain inspection standpipes between December 15th and April 1st without written permission. Installing shall begin at the downhill end of the cellar drain line. Bell or groove ends shall be placed facing uphill.

Joining The pipe ends shall be thoroughly cleaned before the joint is made. Joints shall be made in accordance with the manufacturer's recommended procedures.

Backfilling After the inspection standpipe and pipe are installed, it will be inspected before any backfill material is placed. All pipe found to be out of alignment, unduly settled or damaged to the extent that full performance is impaired, shall be taken up and re-laid or replaced. One bag of concrete mix shall be installed around the foot of the standpipe, placement as per manufacturer's recommendations.

Trenches shall be backfilled in accordance with Section 206.03 and as follows. The backfill shall be original excavation in 300 mm [12 in] maximum lifts and shall be thoroughly compacted with power tampers or vibratory compactors or other approved equipment or combination of equipment.

Method of Measurement PVC pipe will be measured by the length in meter [foot] along the invert, horizontally and vertically, including fittings and caps, laid as directed, complete

in place, and accepted. Pipe laid in excess of the authorized length will not be included. Pipe installed inside a manhole will not be measured for payment.

Basis of Payment The accepted quantities of pipe will be paid for at the contract unit price per meter [linear foot], for the types and sizes specified, complete in place and shall be full compensation for all labor, materials, equipment, excavation, dewatering, bedding, furnishing and installing pipe, removal and disposal of existing pipes, connecting to manholes, connecting to existing cellar drain, concrete footing, backfill, compacting, cleaning, testing, maintaining existing flows, and all other incidental required.

No payment will be made for pipe ordered without written approval of the Resident when such pipe is not required to be installed for completion of the work.

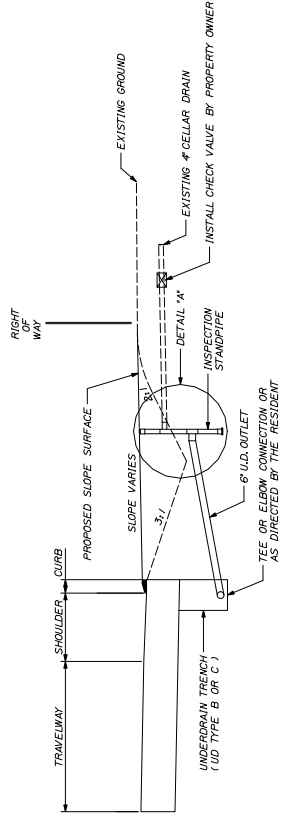
Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
801.141	100 mm [4 in] PVC Sanitary Sewer (SDR-35)	meter [Linear Foot]
801.16	150 mm [6 in] PVC Sanitary Sewer (SDR-35)	meter [Linear Foot]

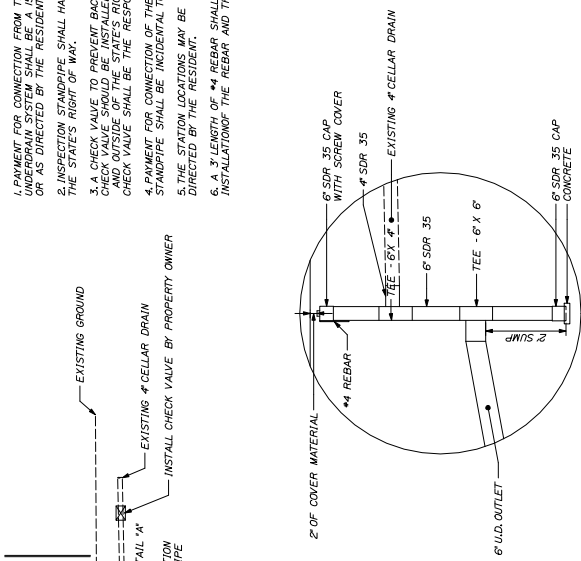
PROJECT DESIGN ENGINEER	BY	DATE
DESIGN-DRAWN	J. WENZEL	FEB. 2010
CHECKED	W. DOMS, JLT	
REVISIONS		
FIELD CHANGES		

PROJECT: \$1000
 Division: \$1000
 User: \$1000
 Date: \$1000

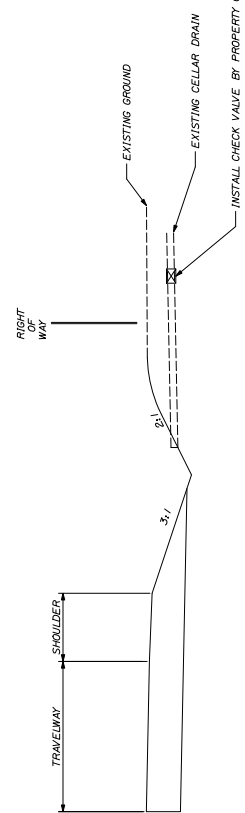
CELLAR DRAIN CONNECTION DETAIL: UNDERDRAIN SECTION



DETAIL "A"



CELLAR DRAIN CONNECTION DETAIL: DITCH SECTION



DATE	NO.	DESCRIPTION
1	1	ISSUED FOR PERMIT

PROJECT NUMBER	DATE	SHEET NUMBER	TOTAL SHEETS
STP-9431000X	5	133	

- NOTES**
1. PAYMENT FOR CONNECTION FROM THE INSPECTION STANDPIPE TO THE PROPOSED UNDERDRAIN SHALL BE 150mm UNDERDRAIN OUTLET, ITEM NO. 605.0, OR AS DIRECTED BY THE RESIDENT.
 2. INSPECTION STANDPIPE SHALL HAVE A SOLID COVER AND BE INSTALLED WITHIN THE STATE'S RIGHT OF WAY.
 3. A CHECK VALVE TO PREVENT BACK FLOW TO PROPERTY MAY BE INSTALLED. CHECK VALVE SHOULD BE INSTALLED AT THE UPSTREAM SIDE OF THE CATCH BASIN AND OUTSIDE OF THE STATE'S RIGHT OF WAY. INSTALLATION OF CHECK VALVE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
 4. PAYMENT FOR CONNECTION OF THE EXISTING CELLAR DRAIN TO THE INSPECTION STANDPIPE SHALL BE INCIDENTAL TO THE ITEM NO. 801.0 OR 801.6.
 5. THE STATION LOCATIONS MAY BE CHANGED TO FIT FIELD CONDITIONS, AS DIRECTED BY THE RESIDENT.
 6. A 3" LENGTH OF #4 REBAR SHALL BE PLACED ADJACENT TO STANDPIPE AND FLUSH WITH CAP. INSTALLATION OF THE REBAR AND THE CONCRETE FOOTING SHALL BE INCIDENTAL TO ITEM NO. 801.0 OR 801.6.

NOTES

1. A CHECK VALVE TO PREVENT BACK FLOW TO PROPERTY MAY BE INSTALLED. CHECK VALVE SHOULD BE INSTALLED AT THE UPSTREAM SIDE OF THE CATCH BASIN AND OUTSIDE OF THE STATE'S RIGHT OF WAY. INSTALLATION OF CHECK VALVE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
2. PAYMENT FOR CONNECTION FROM EXISTING CELLAR DRAIN TO DRAINAGE DITCH SHALL BE 150mm UNDERDRAIN OUTLET PIPE, ITEM NO. 605.0, OR AS DIRECTED BY THE RESIDENT.
3. THE STATION LOCATIONS MAY BE CHANGED TO FIT FIELD CONDITIONS, AS DIRECTED BY THE RESIDENT.

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

CELLAR DRAIN DETAIL

NOT TO SCALE

SHEET 1 OF 1
 JAVIER VALDES

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>
203(03)	Backslope Rounding	1/29/08
502(03)	Concrete Curb - Bituminous Wearing Surface	8/08/11
502(03)A	Concrete Curb - Concrete Wearing Surface	2/2/09
502(07)	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(07)A	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(08)	Precast Concrete Deck Panels - Panel Plan	2/2/09
502(09)	Precast Concrete Deck Panels - Blocking Detail	2/2/09
502(10)	Precast Concrete Deck Panels	2/2/09
502(11)	Precast Concrete Deck Panels	2/2/09
502(12)	Precast Concrete Deck Panels - Notes	10/28/09
502(12)A	Precast Concrete Deck Panels - Notes	2/2/09
504(15)	Diaphragms	5/19/11
504(21)	Tension Flange Connection for Diaphragm and Cross Frames	10-11-12
504(22)	Diaphragm & Crossframe Notes	10/11/12
504(23)	Hand-Hold Details	12/08/05
502(24)	Hand-Hold Details	10/11/12
507(04)	Steel Bridge Railing	2/05/03
507(09)	Steel Bridge Railing	5/19/11

507(09)A	Steel Bridge Railing	5/19/11
526(06)	Permanent Concrete Barrier	2/2/09
526(08)	Permanent Concrete Barrier – Type IIIA	10/07/10
526(08)A	Permanent Concrete Barrier – Type IIIA	12/07/10
526(13)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(14)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(21)	Concrete Transition Barrier	2/2/09
526(33)	Concrete Transition Barrier	8/18/03
526(39)	Texas Classic Rail – Between Window	2/2/09
526(40)	Texas Classic Rail – Through Window	2/2/09
526(41)	Texas Classic Rail – Through Post	2/2/09
526(42)	Texas Classic Rail – Through Nose	2/2/09
535(01)	Precast Superstructure - Shear Key	10/12/06
535(02)	Precast Superstructure - Curb Key & Drip Notch	5/20/08
535(03)	Precast Superstructure - Shear Key	12/5/07
535(04)	Precast Superstructure - Shear Key	12/05/07
535(05)	Precast Superstructure - Post Tensioning	5/20/08
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	12/05/07
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(03)	Guardrail Standard Detail	9/19/12
606(07)	Reflectorized Beam Guardrail Delineator Details	11/16/05
606(20)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(21)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(22)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(23)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
609(03)	Curb Type 3	6/27/06
609(06)	Vertical Bridge Curb	2/12/09
609(07)	Curb Type 1	6/27/06

609(08)	Precast Concrete Transition Curb	2/2/09
610(02)	Stone Scour Protection	8/9/11
610(03)	Stone Scour Protection	5/19/11
610(04)	Stone Scour Protection	5/19/11
620(05)	Geotextile Placement for Protection of Slopes Adjacent to Stream & Tidal Areas	5/19/11
626(09)	Electrical Junction Box for Traffic Signals and Lighting	8/27/10
645(06)	H-Beam Posts – Highway Signing	7/21/04
645(09)	Installation of Type II Signs	7/21/04
801(01)	Drives on Sidewalk Sections	12/13/07
801(02)	Drives on Non-Sidewalk Sections	12/13/07

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.”

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: $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

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:

From More Than	Up to and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$225

\$100,000	\$250,000	\$350
\$250,000	\$500,000	\$475
\$500,000	\$1,000,000	\$675
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$4,000,000	\$1,000
\$4,000,000	and more	\$2,100

SECTION 108 PAYMENT

Remove Section 108.4 and replace with the following:

“108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the date the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.”

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: “Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. 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 Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: “The Contractor is not entitled to compensation or reimbursement for any of the following items:

- A. Total profit or home office overhead in excess of 15%,
- B.”

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 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. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead..”

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.”

Delete the entire Section 203.041 and replace with the following:

“203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.

2. Used as the top 3” of gravel. Recycled Asphalt Pavement (RAP) shall be process to 1½” minus and blending will not be allowed. When this method is utilized, a surcharge will not be required

3. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

4. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

The cost of salvaging hot mix asphalt material will be included for payment under the applicable pay item, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, and rehandling, if necessary, and utilizing the material in entrances or other approved uses, or stockpiling at an approved site as described above. The material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses.”

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 610
STONE FILL, RIPRAP, STONE BLANKET,
AND STONE DITCH PROTECTION

Add the following paragraph to Section 610.02:

“Materials shall meet the requirements of the following Sections of Special Provision 703:

Stone Fill	703.25
Plain and Hand Laid Riprap	703.26
Stone Blanket	703.27
Heavy Riprap	703.28

Definitions

703.32”

Add the following paragraph to Section 610.032.a.

“Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following paragraph to Section 610.032.b:

“Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following to Section 610.032: “Section 610.032.d. The grading of riprap, stone fill, stone blanket and stone ditch protection shall be determined by the Resident by visual inspection of the load before it is dumped into place, or, if ordered by the Resident, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. A separate, reference pile of stone with the required gradation will be placed by the Contractor at a convenient location where the Resident can see and judge by eye the suitability of the rock being placed during the duration of the project. The Resident reserves the right to reject stone at the job site or stockpile, and in place. Stone rejected at the job site or in place shall be removed from the site at no additional cost to the Department.”

SECTION 615

LOAM

615.02 Materials Make the following change:

Organic Content

Humus

Percent by Volume

“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...”

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “20 (217)”.

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, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless. 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.”

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 Transportations’ 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..."

Change a. in the list of requirements to: "a. The name, telephone number, and other contact numbers (cellular phone, pager, if any) of the Contractor's Traffic Control Supervisor (the person with overall responsibility for following the TCP), who has received Work Zone Traffic Control Training commensurate with the level of responsibility shown in the requirements of the Contract, and who is empowered to immediately resolve any work zone traffic control deficiencies or issues. Provide documentation that the Traffic Control Supervisor has completed a Work Zone Traffic Control Training Course (AGC, ATSSA, or other industry-recognized training), and a Supervisory refresher training every 5 years thereafter. Submit the course name, training entity, and date of training.

Traffic Control Training Course curriculum must be based on the standards and guidelines of the MUTCD and must include, at a minimum, the following:

1. Parts of Temporary Traffic Control Zone
2. Appropriate use and spacing of signs
3. Use and spacing of channelizing devices
4. Flagging basics
5. Typical examples and applications

The Traffic Control Supervisor, or designee directly overseeing physical installation, adjustment, and dismantling of work zone traffic control, will ensure all personnel performing

those activities are trained to execute the work in a safe and proper manner, in accordance with their level of decision-making and responsibility.”

Add the follow to the list of requirements: “k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site.”

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.” Add the following as the last sentence: “The creation and modification of the TCP will be considered incidental to the related 652 items.”

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 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

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. If the flaggers are receiving the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)”

Add the following:

“652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read “RUMBLE STRIP CROSSING” with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that

traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.”

652.6 Nightwork Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Department will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The 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. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

652.8.2 Other Items Replace the first paragraph with the following: "The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price for 652.38. The computation and additional payment for overtime hours will occur during the project close-out process and will be paid as additional hours of 652.38 to the nearest ¼ hour. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work." 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 Water Pollution Control Plan (SEWPCP) will result in a violation letter and a reduction in payment as shown in the schedule below. 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.

ORIGINAL CONTRACT AMOUNT

<u>From</u> <u>More Than</u>	<u>Up to and</u> <u>Including</u>	<u>Amount of Penalty Damages per Violation</u>		
		<u>1st</u>	<u>2nd</u>	<u>3rd & Subsequent</u>
\$0	\$1,000,000	\$250	\$500	\$1,250
\$1,000,000	\$2,000,000	\$500	\$1,000	\$2,500
\$2,000,000	\$4,000,000	\$1,000	\$2,000	\$5,000
\$4,000,000	and more	\$2,000	\$4,000	\$10,000"

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 (January 2009 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 [½ 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 forth 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 (January 2009 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.”

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

AGGREGATE GRADATION CONTROL POINTS

SIEVE SIZE	Nominal Maximum Aggregate Size---Control Points (Percent Passing)				
	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE				
37.5 mm	100				
25 mm	90-100	100			
19 mm	-90	90-100	100		
12.5 mm		-90	90-100	100	100
9.5 mm		-	-90	90-100	95-100
4.75 mm		-	-	-90	80-100
2.36 mm	19-45	23-49	28-58	32-67	40 - 80
1.18 mm		-	-	-	-
600 µm		-	-	-	-
300 µm		-	-	-	-
75 µm	1-7	2-8	2-10	2-10	2-10

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

GRADATION CLASSIFICATION

PCS Control Point for Mixture Nominal Maximum Aggregate Size (% passing)				
Nominal Maximum Aggregate Size	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm
PCS Control Point (% passing)	40	47	39	47

If a Grading “D” mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

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...”

Replace subsections 703.25 through 703.28 with the following:

703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from

quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs).”

Add the following paragraph:

“703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges”

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 its’ entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “Manufacturers of corrugated polyethylene pipe must participate in, and maintain compliance with, AASHTO’s National Transportation Product Evaluation Program (www.ntpep.org) which audits producers of plastic pipe. A certificate of compliance must be provided with each shipment.”

SECTION 708

PAINTS AND PRESERVATIVES

708.03 Pavement Marking Paint Change the first sentence from “...AASHTO M248” to “...the Maine DOT Maintenance Fast-Dry Water-Based Traffic Paint on file at the Traffic Section in Augusta”. Delete, in its’ entirety, the last sentence.

SECTION 709

REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [$\frac{1}{2}$ 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.”

710.04 Metal Beam Rail Replace with the following: “Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

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

SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: “Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans.”

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 [$\frac{1}{2}$ 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 [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.”

APPENDIX A TO DIVISION 100

SECTION 1 - BIDDING PROVISIONS

A. Federally Required Certifications By signing and delivering a Bid, the Bidder certifies as provided in all certifications set forth in this Appendix A - Federal Contract Provisions Supplement including:

- Certification Regarding No Kickbacks to Procure Contract as provided on this page 1 below.
- Certification Regarding Non-collusion as provided on page 1 below.
- Certification Regarding Non-segregated Facilities as provided by FHWA Form 1273, section III set forth on page 21 below.
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" as provided by FHWA Form 1273, section XI set forth on page 32 below.
- "Certification Regarding Use of Contract Funds for Lobbying" as provided by FHWA Form 1273, section XII set forth on page 35 below.

Unless otherwise provided below, the term "Bidder", for the purposes of these certifications, includes the Bidder, its principals, and the person(s) signing the Bid. Upon execution of the Contract, the Bidder (then called the Contractor) will again make all the certifications indicated in this paragraph above.

CERTIFICATION REGARDING NO KICKBACKS TO PROCURE CONTRACT Except expressly stated by the Bidder on sheets submitted with the Bid (if any), the Bidder hereby certifies, to the best of its knowledge and belief, that it has not:

(A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

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

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

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

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

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

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

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

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

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

SECTION 2 - FEDERAL EEO AND CIVIL RIGHTS REQUIREMENTS

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

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

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

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

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall

document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

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

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

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

Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review

of these items with on-site supervisory personnel such as Superintendents, General Forepersons, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

Validate all tests and other selection requirements.

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

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

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

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

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

C. Goals for Employment of Women and Minorities Per Executive Order 11246, craft tradesperson goals are 6.9% women and .5% minorities employed. However, goals may be

adjusted upward at the mutual agreement of the Contractor and the Department. Calculation of these percentages shall not include On-the-Job Training Program trainees, and shall not include clerical or field clerk position employees.

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

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

§60-4.2 Solicitations

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

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

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

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

Goals for minority participation for each trade

Maine

001 Bangor, ME	0.8%
Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)	
002 Portland-Lewiston, ME	
SMSA Counties: 4243 Lewiston-Auburn, ME (Androscoggin)	0.5%
6403 Portland, ME (Cumberland, Sagadahoc)	0.6%
Non-SMSA Counties: (Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)	0.5%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs

construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

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

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

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

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department form 941;
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

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

employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment, efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing prior to the date for the acceptance of applications for apprenticeship or the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitation to minority and female contractor associations and other business associations.

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

requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.6.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

D. Disadvantaged Business Enterprise (DBE) Requirements The Department has established an annual Disadvantaged Business Enterprise goal to be achieved through race neutral means. This goal will be adjusted periodically and will be provided by Supplemental Provision. The Contractor shall comply with all provisions of this section regarding DBE participation and the Department’s latest version of the Disadvantaged Business Enterprise Program Manual, said Manual being incorporated herein by reference. In the case of conflict between this Contract and said Manual, this Contract shall control. The Department reserves the right to adjust DBE goals on a project-by-project basis by addendum.

Policy. It is the Department’s policy that DBEs as defined in 23 CFR Part 26 and referenced in the Transportation Equity Act for 21st Century of 1998, as amended from the Surface Transportation Uniform Relocation Assistance Act of 1987, and the Intermodal Surface Transportation Efficiency Act of 1991. The intent hereto remains to provide the maximum opportunity for DBEs to participate in the performance of contracts financed in whole or in part with federal funds.

The Department and its Contractors shall not discriminate on the basis of race, color, national origin, ancestry, sex, age, or disability in the award and performance of DOT assisted contracts.

Disadvantaged Business Enterprises are those so certified by the Maine Department of Transportation Civil Rights Office prior to bid opening date.

The Department has determined that elements of a good faith effort to meet the contract goal include but are not limited to the following:

1. Whether the Contractor advertised in general circulation, trade association, and minority/women's-focus media concerning the subcontracting opportunities;
2. Whether the Contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
3. Whether the Contractor followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
4. Whether the Contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals;
5. Whether the Contractor provided interested DBEs with adequate information about the plans, specification and requirements of the contract;
6. Whether the Contractor negotiated in good faith with interested DBEs, not rejecting the DBE as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the Contractor made efforts to assist interested DBEs with other appropriate technical/financial assistance required by the Department or Contractor;
8. Whether the Contractor effectively used the services of available minority/women's community organizations, minority/women's business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Substitutions of DBEs. The following may be acceptable reasons for Civil Rights Office approval of such a change order:

- The DBE defaults, voluntarily removes itself or is over-extended;
- The Department deletes portions of the work to be performed by the DBE.

It is not intended that the ability to negotiate a more advantageous contract with another certified DBE be considered a valid basis for such a change in DBE utilization once the DBE Bid Submission review has been passed. Any requests to alter the DBE commitment must be in writing and included with the change order.

Failure to carry out terms of this Standard Specification shall be treated as a violation of this contract and will result in contract sanctions which may include withholding of partial payments totaling the creditable dollars amount which would have been paid for said DBE participation, termination of this contract or other measures which may affect the ability of the Contractor to obtain Department contracts.

Copies of the Maine Department of Transportation's DBE Program may be obtained from:

Maine Department of Transportation
Civil Rights Office
#16 State House Station
Augusta, Maine 04333-0016
tel. (207) 624-3519

Quarterly Reporting Requirement. The Contractor must submit Semi-annual reports of actual dollars paid to Disadvantaged Business Enterprises (DBE's) on this Project to the MaineDOT Civil Rights Office by the end of the third week of April and October for the period covering the preceding six months considered Federal Fiscal Year periods. The reports will be submitted directly to the Civil Rights Office on the form provided in the latest version of the DBE Program Manual. Failure to submit the report by the deadline may result in a withholding of approval of partial payment estimates by the Department.

SECTION 3 - OTHER FEDERAL REQUIREMENTS

Unless expressly otherwise provided in the Bid Documents, the provisions contained in this Section 3 of this "Federal Contract Provisions Supplement" are hereby incorporated into the Bid Documents and Contract.

A. Buy America

If the cost of products purchased for permanent use in this project which are manufactured of steel, iron or the application of any coating to products of these materials exceeds 0.1 percent of the contract amount, or \$2,500.00, whichever is greater, the products shall have been manufactured and the coating applied in the United States. The coating materials are not subject to this clause, only the application of the coating. In computing that amount, only the cost of the product and coating application cost will be included.

Ore, for the manufacture of steel or iron, may be from outside the United States; however, all other manufacturing processes of steel or iron must be in the United States to qualify as having been manufactured in the United States.

United States includes the 50 United States and any place subject to the jurisdiction thereof.

Products of steel include, but are not limited to, such products as structural steel, piles, guardrail, steel culverts, reinforcing steel, structural plate and steel supports for signs, luminaries and signals.

Products of iron include, but are not limited to, such products as cast iron grates.

Application of coatings include, but are not limited to, such applications as epoxy, galvanized and paint.

To assure compliance with this section, the Contractor shall submit a certification letter on its letterhead to the Department stating the following:

“This is to certify that products made of steel, iron or the application of any coating to products of these materials whose costs are in excess of \$2,500.00 or 0.1 percent of the original contract amount, whichever is greater, were manufactured and the coating, if one was required, was applied in the United States.”

B. Materials

a. Convict Produced Materials References: 23 U.S.C. 114(b)(2), 23 CFR 635.417

Applicability: FHWA's prohibition against the use of convict material only applies to Federal-aid highways. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if: 1) such materials have been produced by convicts who are on parole, supervised release, or probation from a prison; or 2) such material has been produced in a qualified prison facility, e.g., prison industry, with the amount produced during any 12-month period, for use in Federal-aid projects, not exceeding the amount produced, for such use, during the 12-month period ending July 1, 1987.

Materials obtained from prison facilities (e.g., prison industries) are subject to the same requirements for Federal-aid participation that are imposed upon materials acquired from other sources. Materials manufactured or produced by convict labor will be given no preferential treatment.

The preferred method of obtaining materials for a project is through normal contracting procedures which require the contractor to furnish all materials to be incorporated in the work. The contractor selects the source, public or private, from which the materials are to be obtained (23 CFR 635.407). Prison industries are prohibited from bidding on projects directly (23 CFR 635.112e), but may act as material supplier to construction contractors.

Prison materials may also be approved as State-furnished material. However, since public agencies may not bid in competition with private firms, direct acquisition of materials from a prison industry for use as State-furnished material is subject to a public interest finding with the Division Administrator's concurrence (23 CFR 635.407d). Selection of materials produced by convict labor as State-furnished materials for mandatory use should be cleared prior to the submittal of the Plans Specifications & Estimates (PS&E).

b. Patented/Proprietary Products References: 23 U.S.C. 112, 23 CFR 635.411

FHWA will not participate, directly or indirectly, in payment for any premium or royalty on any patented or proprietary material, specification, or process specifically set forth in the plans and specifications for a project, unless:

- the item is purchased or obtained through competitive bidding with equally suitable unpatented items,
- the STA certifies either that the proprietary or patented item is essential for synchronization with the existing highway facilities or that no equally suitable alternative exists, or
- the item is used for research or for a special type of construction on relatively short sections of road for experimental purposes. States should follow FHWA's procedures for "Construction Projects Incorporating Experimental Features" ([expermnt.htm](#)) for the submittal of work plans and evaluations.

The primary purpose of the policy is to have competition in selection of materials and allow for development of new materials and products. The policy further permits materials and products that are judged equal may be bid under generic specifications. If only patented or proprietary products are acceptable, they shall be bid as alternatives with all, or at least a

reasonable number of, acceptable materials or products listed; and the Division Administrator may approve a single source if it can be found that its utilization is in the public interest.

Trade names are generally the key to identifying patented or proprietary materials. Trade name examples include 3M, Corten, etc. Generally, products identified by their brand or trade name are not to be specified without an "or equal" phrase, and, if trade names are used, all, or at least a reasonable number of acceptable "equal" materials or products should be listed. The licensing of several suppliers to produce a product does not change the fact that it is a single product and should not be specified to the exclusion of other equally suitable products.

c. State Preference References: 23 U.S.C. 112, 23 CFR 635.409

Materials produced within Maine shall not be favored to the exclusion of comparable materials produced outside of Maine. State preference clauses give particular advantage to the designated source and thus restrict competition. Therefore, State preference provisions shall not be used on any Federal-aid construction projects.

This policy also applies to State preference actions against materials of foreign origin, except as otherwise permitted by Federal law. Thus, States cannot give preference to in-State material sources over foreign material sources. Under the Buy America provisions, the States are permitted to expand the Buy America restrictions provided that the STA is legally authorized under State law to impose more stringent requirements.

d. State Owned/Furnished/Designated Materials References: 23 U.S.C. 112, 23 CFR 635.407

Current FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding, by MaineDOT and concurred in by Federal Highway Administration's (FHWA) Division Administrator, that it is in the public interest to require the contractor to use materials furnished by the MaineDOT or from sources designated by MaineDOT. The exception policy can best be understood by separating State-furnished materials into the categories of manufactured materials and local natural materials.

Manufactured Materials When the use of State-furnished manufactured materials is approved based on a public interest finding, such use must be made mandatory. The optional use of State-furnished manufactured materials is in violation of our policy prohibiting public agencies from competing with private firms. Manufactured materials to be furnished by MaineDOT must be acquired through competitive bidding, unless there is a public interest finding for another method, and concurred in by FHWA's Division Administrator.

Local Natural Materials When MaineDOT owns or controls a local natural materials source such as a borrow pit or a stockpile of salvaged pavement material, etc., the materials may be designated for either optional or mandatory use; however, mandatory use will require a public interest finding (PIF) and FHWA's Division Administrator's concurrence.

In order to permit prospective bidders to properly prepare their bids, the location, cost, and any conditions to be met for obtaining materials that are made available to the contractor shall be stated in the bidding documents.

Mandatory Disposal Sites Normally, the disposal site for surplus excavated materials is to be of the contractor's choosing; although, an optional site(s) may be shown in the contract provisions. A mandatory site shall be specified when there is a finding by MaineDOT, with the concurrence of the Division Administrator, that such placement is the most economical or that the environment would be substantially enhanced without excessive cost. Discussion of the mandatory use of a disposal site in the environmental document may serve as the basis for the public interest finding.

Summarizing FHWA policy for the mandatory use of borrow or disposal sites:

- mandatory use of either requires a public interest finding and FHWA’s Division Administrator's concurrence,
- mandatory use of either may be based on environmental consideration where the environment will be substantially enhanced without excessive additional cost, and
- where the use is based on environmental considerations, the discussion in the environmental document may be used as the basis for the public interest finding.

Factors to justify a public interest finding should include such items as cost effectiveness, system integrity, and local shortages of material.

C. Standard FHWA Contract Provisions - FHWA 1273

Unless expressly otherwise provided in the Bid Documents, the following “Required Contract Provisions, Federal Aid Construction Contracts”, FHWA-1273, are hereby incorporated into the Bid Documents and Contract.

Start of FHWA 1273 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS (As revised through May 1, 2012)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination

- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-

minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the

contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not

permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

End of FHWA 1273

Stillwater Avenue Sewer System Rehabilitation

City of Old Town

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

12127B

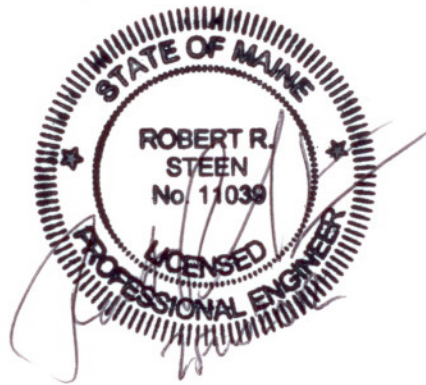
CITY OF OLD TOWN

**SUPPLEMENTAL BIDDING AND CONTRACT REQUIREMENTS
AND SPECIFICATIONS FOR SEWER UTILITY WORK**

FOR

STILLWATER AVENUE SEWER SYSTEM REHABILITATION

February 2012



Prepared By:

Wright-Pierce
99 Main Street
Topsham, Maine 04086

Phone: (207) 725-8721

TABLE OF CONTENTS

SECTION TITLE

DIVISION 1 - GENERAL REQUIREMENTS

01010	Summary of Work
01050	Coordination
01150A	Measurement and Payment
01340	Submittals
01380	Pre-Construction Photographs
01400	Quality Control
01580	Project Identification & Signs
01720	Project Record Documents

DIVISION 2 - SITE WORK

02050	Demolition
02200	Earthwork
02225	Flowable Fill
02401	Dewatering
02601	Manholes, Covers and Frames
02622	Polyvinyl Chloride (PVC) Non Pressure Pipe
02628A	Polyethylene Pipe
02650	Buried Utility Markings
02751	Sewer Flow Control
02753	Television Inspection of Sewers
02755	Final Sewer Testing
02910	Low Pressure Grinder Pump

DIVISION 3 - CONCRETE

03319	Concrete Cradles, Arches, Encasements & Thrust Blocks
-------	---

DIVISION 4 - MASONRY

Not Used

DIVISION 5 - METALS

Not Used

DIVISION 6 - WOOD AND PLASTICS

Not Used

TABLE OF CONTENTS (CONT.)

SECTION

TITLE

DIVISION 7 - THERMAL & MOISTURE PROTECTION

Not Used

DIVISION 8 - DOORS AND WINDOWS

Not Used

DIVISION 9 - FINISHES

Not Used

DIVISION 10 - SPECIALTIES

Not Used

DIVISION 11 - EQUIPMENT

Not Used

DIVISION 12 - FURNISHINGS

Not Used

DIVISION 13 - SPECIAL CONSTRUCTION

Not Used

DIVISION 14 - CONVEYING SYSTEMS

Not Used

DIVISION 15 - MECHANICAL

15050	Pipe & Pipe Fittings-General
15088	Couplings & Connectors
15092	Pipe Sleeves & Seals

DIVISION 16 - ELECTRICAL

Not Used

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Sewer Utility Improvements located along Stillwater Avenue in the City of Old Town, Maine. The work is being undertaken in association with a MDOT reconstruction project along the same roadway. The major proposed sewer utility work includes:
1. Construction of:
 - a. Sewer infrastructure and all appurtenances within the proposed project area as shown on the Drawings including, but not limited to: replacing the existing sewer and services with new sewer and services as shown on the Drawings and called for in the Specifications, removing/abandoning and replacing existing sewer manholes with new sewer manholes, and disposing of the existing AC sewer and services as specified;
 - b. Sewer services for every property from the mainline to the edge of the Right-of-Way (ROW);
 - c. Sewer services for every property from edge of the ROW to within 5 feet of the foundation;
 - a. Storm Drain services for every property with a basement from the storm drain mainline to the edge of the ROW;
 - d. Storm Drain services for every property with a basement from edge of the ROW to within 5 feet of the foundation;
 - e. Temporary by-pass pumping;
 - f. Fully restoring all property disturbed by the sewer utility work including but not limited to lawns, landscaping, driveways, parking lots, curbs, walkways, steps, etc.
 - g. Cleaning and testing of all piping and structures for proper installation and performance; and
 - h. Other miscellaneous work shown on the Drawings and Specifications for a complete and operational system
 - i. All other water utility, storm drainage piping and associated structures, and road and sidewalk reconstruction is covered under the main MDOT construction contract and is NOT part of this utility construction;
 2. Utility Owners include the following entities:
 - a. Old Town sanitary Sewer Department;
- B. Related Work Specified Elsewhere:
1. Coordination: Section 01050
 2. Submittals: Section 01340.
 3. Utility Material Specifications are contained in Division 2, 3, and 15.

C. Removals, Relocations and Rearrangements

1. Examine the existing site for the work of all trades which will influence the cost of the work under the bid. This work shall include removals, relocations, disposals, and rearrangements which may interfere with, disturb or complicate the performance of the work under the bid involving systems, equipment and related service lines, which shall continue to be utilized as part of the finished project. The Contractor is responsible for all coordination in this regard.
2. Provide in the bid a sufficient amount to include all removals, relocations, disposals, rearrangements and reconnections herein specified, necessary or required to provide approved operation and coordination of the combined new and existing systems and equipment.
3. Except where noted on the plans, all existing private utility lines shall remain in service. In areas of new utility installation, the Contractor shall locate the expected location of existing private utilities to verify location and depth.

1.2 PROGRESS OF WORK

- A. The Contractor shall promptly start construction under this contract and continue actual construction work under this contract with the necessary crews and equipment to properly execute and complete this contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Owner. The rate of progress shall be satisfactory to the Owner and the Engineer. The Contractor shall furnish to the Engineer a complete schedule and a cash flow schedule for the utility work at the preconstruction conference.
- B. The Contractor shall become familiar with the City of Old Town, and Maine DOT standards for road way work.

1.3 CHANGE IN AMOUNT OF WORK

- A. The Owner reserves the right to increase or decrease the amount of any item of the work listed as may be found desirable or necessary during the carrying out of this contract and the unit prices quoted in the Proposal shall apply. The Owner may elect to reduce the areas where the work is scheduled and other related work from the contract.

1.4 SEQUENCE OF CONSTRUCTION

- A. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, the installation of service connections and temporary surfacing and pavements within an area be accomplished expeditiously before proceeding to other work areas. Construction scheduling and methods will be discussed at the pre-construction conference.
- B. The Owner reserves the right to schedule the Contractor to construct at any locations within the project area. At the same time the Owner may order the suspension of construction at any location. Construction in seasonally heavily traveled roads shall be avoided during the peak traffic periods. The Contractor is advised that various permits are necessary for the progress of the work.

- C. The Contractor shall pay special attention to the schedule and number of construction days as specified. If the Contractor exceeds the number of construction days, he shall pay liquidated damages and incur all additional expenses to include additional costs for uniformed police officer (as applicable).
- D. The Contractor is permitted to have multiple construction crews if required to meet the construction time frame.

1.5 VISIT TO THE SITE

- A. Before submitting a bid, the Contractor shall visit the project site, examine their conditions and thoroughly acquaint himself with the conditions for performing the work. He shall also study the drawings and compare the same with the information gathered during his examination of the sites, as no extra compensation will be authorized for extra work caused by his unfamiliarity with the sites and/or drawings or the conditions peculiar to this job.

1.6 DISPOSAL OF EXCESS MATERIAL

- A. All surplus material, removed from the excavations that are to remain the property of the Owner and shall be deposited by the Contractor as directed by the Owner within the limits of the municipality wherein the work is being performed.
- B. All piping and other materials that are not to be relocated or to be returned to the Owner shall become the property of the Contractor and shall be disposed of by him, away from the site of the work and at his own expense. See Section 02050
- C. The Contractor is responsible for any disposal fees incurred for the deposition of all waste, unsuitable and/or hazardous materials from the work performed.

1.7 TECHNICAL SPECIFICATIONS

- A. All technical specifications such as ASTM, AWWA, AASHTO, etc, referred to in these specifications refer to the latest revision of such technical specifications.

1.8 SPECIAL CONDITIONS

- A. The Contractor is advised that protection of the existing utilities in the vicinity of the project, and the assurance of uninterrupted service during the contract period is of the essence.
- B. In the event that blasting, or other operations undertaken by the Contractor under this contract, result in damages to City or private property all necessary repairs shall be done by the Contractor at their expense and at no extra cost to the Owner.
- C. The location and size of the existing utility poles, fencing, sewers, drains, culverts, water mains, gas mains, cables, service pipes, etc., shown on the plans, were obtained from those utilities, surveys, and existing records and are shown as approximately only. The exact location and size of these, and private underground utilities (including services), shall be determined by the various utility companies by marking them out upon the ground and by experimental excavations by the Contractor prior to and as the work progresses. The plans do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered. Many of the utilities in the project area are private utilities.

- D. Prior to commencing excavation work, the Contractor shall notify Dig-Safe to have all existing public and private utility lines and underground structures marked out.

1.9 PERMITS, FEES AND BONDS

- A. The Contractor shall obtain and comply with all required permits, pay all fees and provide all bonds necessary to complete the work as specified.

1.10 EXISTING UTILITIES AND STRUCTURES

- A. The location and size of some existing underground facilities such as sewers, drains, culverts, water mains, gas mains, cables, service pipes, etc., are shown on the plans, based on results of surveys and existing records, and are shown as approximate only. The plans do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered.
- B. The Contractor shall assume that there are existing underground utility connections to each and every building or structure along the line of work, whether they appear on the drawings or not. The Contractor shall notify the proper utility companies and obtain and preserve the locations as marked for all existing gas, electric and other utilities that may be encountered along the line of work, until such time as such markings are no longer required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. As specified in the respective sections of these specifications.

PART 3 - EXECUTION

3.1 MAINTAIN EXISTING SEWER WORKS

- A. Continuous Operations Criteria:
1. The Contractor shall conduct his operations in such a manner and sequence which shall neither result in a disruption of, nor interfere with, the functional workings of existing sewer facilities.
 2. The Contractor shall furnish, install and operate any piping, equipment and appurtenances necessary to provide the temporary services, facilities, and bypasses required during construction including, but not limited to, bypass pumping, flow barriers and diversions. Temporary facilities, if required, shall have a pumping capacity or capacity (as applicable) equal to or greater than the existing piping (as applicable). The Contractor must submit a temporary by-pass plan to, and receive approval from, the Owner prior to conducting any bypassing.
 3. The Contractor shall be responsible for the operation and maintenance of all proposed facilities until such time as they are accepted by the Owner.
 4. All residences, businesses, and structures shall have service to sewer facilities at all times (by either temporary or permanent means). Disruption to permanent service should be kept to the absolute minimum.

B. Minimize Interference:

1. The Contractor shall at all times conduct his operations so as to interfere as little as possible with existing works. The Contractor shall develop a program, in cooperation with the Engineer, Owner and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted.
2. Work of connecting with, cutting into and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time and when the demands on the facilities best permit such interference. It may be necessary to work outside of normal working hours to minimize interference. Before starting work which will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and at hand.

3.2 CONSTRUCTION SEQUENCE

- A. The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor's plans for doing the work.
- B. The Contractor shall include the cost of all temporary facilities required to maintain operations during the construction period in his lump-sum bid price. The cost shall include the cost for all labor, tools, equipment and materials necessary.
- C. The following items must be reflected in the Contractor's proposed sequence of construction operations:
 1. Access to all residences, businesses, and buildings must be maintained at all times.
 2. The City's Garbage Collection Contractor shall be allowed to collect garbage, and mail should be able to be delivered to every residence, business, and building.

3.3 COORDINATION

- A. The Contractor shall properly coordinate with all local and state departments, affected by work occurring in proposed locations.
- B. Utility location and coordination shall be done by the contractor. Dig Safe shall be contacted prior to the layout or excavation of any work.
- C. In the event that discrepancies or conflicts between MDOT specifications, special provisions, and plans occur with these sewer utility specifications, special provisions and plans, MDOT or the more restrictive shall prevail.

PART 4 - SCHEDULE

4.1 LIMITATIONS

- A. All construction activities shall conform to the work time periods as defined in the MDOT Standard Specifications except during emergencies as defined in the General Conditions and unless Owner has specifically granted permission in writing.

END OF SECTION

SECTION 01050COORDINATIONPART 1 - GENERAL1.1 DESCRIPTION

- A. Contractor is required to work in close proximity to Owner's existing facilities, and facilities Owned by others. The Contractor, under this Contract, will be responsible for coordinating construction activities with Owner to ensure that services, facilities, and safe working conditions are maintained.
- B. Any damage to existing structures, equipment and property, accepted equipment or structures, and property or work in progress by others; as a result of the Contractor's or his subcontractor's operations shall be made good by the Contractor at no additional cost to the Owner.

1.2 COORDINATION WITH OTHERS

- A. City of Old Town:
 - 1. The Contractor shall be responsible for coordinating and maintaining public services to all public and private properties.
- B. Old Town Water District:
 - 1. Contractor shall be responsible for coordinating all work in the vicinity of water lines with the Old Town Water District. Contractor shall bear all costs for the Old Town Water District's inspection requirements, temporary facilities, water main adjustments and other requirements.
- C. Bangor Hydroelectric Power Company (BHPC):
 - 1. The Contractor shall be responsible for coordinating all work around BHPC facilities with BHPC and shall bear all costs of inspection requirements, temporary facilities relocation and other requirements.
- D. FairPoint Communications
 - 1. The Contractor shall be responsible for coordinating all work around FairPoint facilities with FairPoint Communications and shall bear all costs of inspection requirements, temporary facilities relocation and other requirements.
- E. Maine Department of Transportation:
 - 1. The Contractor shall be responsible for coordination with the MDOT as outlined in the MDOT Special Provisions Section 104.

END OF SECTION

SECTION 01150MEASUREMENT AND PAYMENTPART 1 - GENERAL1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.
- B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.
 - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.
 - 2. At the end of each day's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine the quantities of unit price work accomplished and/or completed during the work day.
 - 3. The Resident Project Representative will then prepare two "Daily Progress Reports" which shall be signed by both the Resident Project Representative and Contractor's Representative.
 - 4. Once each month the Resident Project Representative will prepare two "Monthly Progress Summation" forms from the month's accumulation of "Daily Progress Reports" which shall also be signed by both the Resident Project Representative and Contractor's Representative.
 - 5. These completed forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made. Items not appearing on both the Daily Progress Reports and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
 - 6. After the work is completed and before final payment is made therefor, the Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.

1.2 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the Contract unit prices will still prevail.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from

the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.8 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made for the proposed sewer utility work include (but are not limited to) the following items:
 1. Clean-up
 2. Dewatering
 3. Restoration of property, and replacement of fences, walls, mail boxes, curbs, structures, guard rails, and other minor items disturbed or damaged by the construction activities
 4. Relocation (temporary or permanent) of sign posts, mail boxes, fences, traffic loop detectors, pavement markings, etc.
 5. Coordination with the Owner, Utilities and others, including related inspection cost (refer to Section 01050)
 6. Utility crossings and relocations, unless payment is otherwise made
 7. Trench boxes, steel and/or wood sheeting as required, including that left in place
 8. Project record documents
 9. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
 10. Repair and replacement of utilities (water lines, storm drains, buried electrical lines, electrical duct banks, gas lines, etc) damaged by construction activities and corresponding proper disposal of removed materials
 11. Temporary utilities for construction
 12. Temporary utilities services to maintain existing service to all buildings during construction
 13. Quality assurance testing
 14. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
 15. Weather protection
 16. Permits not otherwise paid for or provided by the Owner
 17. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
 18. On-site and other facilities acceptable to Engineer for the storage of materials, supplies and equipment to be incorporated into the Work

19. Pipe Markings
20. Earthwork (except as provided for by pay items 803.01, 825.30, and 827.311)
21. Preconstruction Photos and Videos
22. Construction Administration and Insurance
23. Bedding Material
24. Excavation, backfilling and compaction
25. Testing, cleaning and disinfecting water lines and appurtenances
26. Final cleaning of sewers, force mains and storm drains
27. Final testing of manholes and sewers
28. Required fittings and bends
29. Thrust blocks
30. Removal and disposal or abandonment (as required) of existing sewer structures and piping as and where indicated on the Drawings. Note some of the existing sewer piping is AC pipe.
31. Maintenance of all existing sewer flows and repair of existing sewer pipes
32. Loam, seeding, grading, liming, fertilization, mulching, and watering associated solely with sewer and storm drain service installation work
33. All excavation except the test pits specifically shown or ordered by the Engineer to establish sewer line and water line locations, earth excavation below grade and rock excavation
34. Test pits used by the Contractor at their own convenience for items such as but not limited to establishing elevation and location of utilities (including services), in place field soils density, groundwater conditions, or requirements for dewatering.
35. Project Identification Signage as required by the City's Funding Agencies.
36. Raise existing manholes and other structures to finish grade as necessary prior to final paving.
37. Sewer Inspector's Temporary Field Office.

1.9 DESCRIPTION OF PAY ITEMS- SEWER UTILITIES

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

Item 801.012 - Low Pressure Grinder Pump Station

- A. Method of Measurement: This item will be used, at the discretion of the Owner and Engineer, in the event that a gravity sewer service is not possible due to conflicts with other utilities. The Low Pressure Grinder Pump Station measured for payment shall be per each installed and accepted complete in place as directed by the Engineer.
- B. Basis of Payment: The Low Pressure Grinder Pump Station item shall be paid for at the bid price per each Low Pressure Grinder Pump Station furnished and installed complete in place shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including excavation (except rock excavation and unsuitable excavation

below grade), bedding, furnishing and installing package grinder pump station, connection to new HDPE discharge piping, connections to existing sewer service pipes, fittings, backfilling, compaction, electrical service, control panel installation, pedestals and electrical equipment enclosures, dewatering, sheeting, earthfill, grading, fully restoring all property disturbed by the work (including but not limited to lawns, landscaping, driveways, parking lots, curbs, walkways, steps, etc), start up, testing and all other work as shown on the drawings and all else incidental thereto for which payment is not provided under other items.

Item 801.031 - SDR-11 Low Pressure Service Connection (Grinder Pump)

- A. Method of Measurement: This item shall consist of installing low pressure service HDPE house service leads from sanitary sewers to a home's new Low Pressure Grinder Pump Station as shown on the Drawings and/or as determined in the field. Measurement shall be from the top of the tee or saddle to the edge of right-of-way measured along the centerline of the pipe; and from the edge of right-of-way to the Low Pressure Grinder Pump Station measured along the centerline of the pipe. This item will only be used if Low Pressure Grinder Pump Stations are called for as described above.
- B. Basis of Payment:
 - 1. Payment for furnishing and installing service connection lines will be made for per linear foot. The unit price shall include, but not be limited to, furnishing, installing, providing tees or saddles, installing service in the main lines, repairing main line (where necessary), excavating (except rock excavation and unsuitable excavation below grade), bedding, backfilling, compaction, making the final connection to the Low Pressure Grinder Pump Station, and fully restoring all property disturbed by the work (including but not limited to lawns, landscaping, driveways, parking lots, curbs, walkways, steps, etc).
 - 2. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Service pipe acceptably set in place, cleaned, tested, and backfilled - 75 percent.
 - b. Private property restored to the satisfaction of the Owner and Engineer - 25 percent.

Item 801.161 - 6" PVC Chimney

- A. Method of Measurement: Sewer Chimneys measured for payment shall be the actual linear feet of pipe furnished and installed measured from the top of the sewer main to the invert of the sewer service connection.
- B. Basis of Payment: The contract unit price per linear foot shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including furnishing and installing pipe, tees, wyes, bedding material, concrete and all other fittings required, and all else incidental thereto for which payment is not provided under other items.

Items 801.17 - 8" PVC Sanitary Sewer (SDR-35); 801.18 – 12" PVC Sanitary Sewer (SDR-35)

- A. Method of Measurement: Gravity sewer pipe measured for payment shall be the number of linear feet installed measured along the center line of the pipe as laid including fittings. Pipes shall be measured between centers of the manholes minus half the inside diameter of each manhole. Pipe installed into the manhole will not be measured for payment.
- B. Basis of Payment:
 - 1. The contract unit price per linear foot for gravity sewer shall be full compensation for all labor, materials, and equipment necessary to complete this work from the sub grade down (above sub grade will be covered by pay items associated with the road reconstruction) including excavation, dewatering, bedding, furnishing and installing pipe (including wyes), making connections to new and existing manholes, backfill, compaction, cleaning, testing, handling existing flows during construction of new facilities and all else incidental thereto for which payment is not provided under other items.
 - 2. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Gravity sewer pipe in place and backfilled - 80 percent.
 - b. Gravity sewer pipe successfully cleaned and tested - 20 percent.

Item 803.01 - Test Pits

- A. Method of Measurement: Method of Measurement: Test pits measured for payment shall be per each completed at locations shown on the plans or where directed by the Engineer. Test pits used by the Contractor for their own convenience for items such as but not limited to establishing elevation and location of utilities (including services), in place field soils density, groundwater conditions, or requirements for dewatering are considered incidental.
- B. Basis of Payment: The unit price bid per each test pit shall be full compensation for all labor, material and equipment to complete the work including excavation by machine and/or hand labor, measuring depths to exposed utilities, backfilling, compaction and all else incidental thereto for which payment is not provided under other items.

Item 803.134 4" Service Leads, 803.135 - 6" Service Leads

- A. Method of Measurement: This item shall consist of installing house service leads from sanitary sewers and storm drains to within five feet of the home's foundation as shown on the Drawings and/or as determined in the field. Measurement shall be from the top of the wye to the edge of right-of-way measured along the centerline of the pipe; and from the edge of right-of-way to 5 feet from the home's foundation measured along the centerline of the pipe
- B. Basis of Payment:
 - 1. Payment for furnishing and installing service connection lines will be made for per linear foot. The unit price shall include, but not be limited to, furnishing, installing, providing wyes, installing service in the main lines, repairing main line (where necessary), excavating (except rock excavation and unsuitable excavation below

- grade), bedding, backfilling, compaction, making the final connection to the existing sewer service connection, capping the storm drain connection, marking their location as specified and shown on the Drawings, and fully restoring all property disturbed by the work (including but not limited to lawns, landscaping, driveways, parking lots, curbs, walkways, steps, etc).
2. Payment for this work on interim requisitions shall be according to the following percentages:
 - a. Service pipe acceptably set in place, cleaned, tested (both sewer and storm drain services - for sewer prior to connection to existing sewer service), and backfilled - 75 percent.
 - b. Private property restored to the satisfaction of the Owner and Engineer - 25 percent.

Item 803.1732 - Sewer Manhole - 4 Foot Diameter

- A. Method of Measurement: Sewer Manholes accepted for payment shall be the actual vertical feet of structures installed and accepted complete in place, from the lowest invert to finish grade.
- B. Basis of Payment:
 1. The contract unit price per vertical foot shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including excavation (except rock excavation and unsuitable excavation below grade), bedding, constructing inverts, backfill, compaction, furnishing and installing precast concrete sections, waterproofing, testing, rubberized sealing, frames, covers, concrete and masonry materials, and all else incidental thereto for which payment is not provided under other items.
 2. Payment for this item shall be as follows:
 - a. 80 percent of the unit price upon installation of manholes.
 - b. 20 percent of the unit price upon successful completion of cleaning and final manhole testing.

Item 825.30 - Rock Excavation For Sanitary Sewer

- A. Method of Measurement:
 1. Rock excavation measured for payment shall be the number of cubic yards removed during construction. This quantity shall be determined by profiling. Excavation and backfill of the earth overburden shall be considered incidental, and no separate payment shall be made therefore. Should the Contractor elect to pre-drill and blast rock without exposing the rock surface for measurement, rock depths shall be determined by the Resident Project Representative at the time of drilling or, when direct drilling observation is not conducted, the rock profile shall be measured after excavation, and 20 percent of the rock volume thus measured shall be deducted due to rock expansion caused by the blasting operation.
 2. The payment limit for trench width shall be between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal outside

diameter of pipe which is to be installed in the trench (min. of 3 feet) and extending from the top of the ledge surface to a depth of 6 inches below the invert grade of the pipe. Where two pipes are installed in the same trench, trench ledge excavation shall be measured as the actual volume of ledge removed between vertical planes which are a distance apart equal to the sum of 3-feet plus the sum of the pipes nominal outside diameter. Where three pipes are installed in the same trench, trench ledge excavation shall be measured as the actual volume of ledge removed between vertical planes which are a distance apart equal to the sum of 4.5 feet plus the sum of the pipes nominal outside diameter.

3. Rock excavation for structures (including manholes) shall be measured as 18 inches outside the structure and extending to a depth of 6 inches below the base of the structure indicated on the Drawings.
4. Rocks or boulders greater than two cubic yard volume shall be considered as Rock excavation. Volume of rocks shall be determined from their average length, width, and depth as measured by the Engineer.
5. The payment limit for depth shall be six (6) inches below pipe inverts and six (6) inches below catch basin and manhole bases.

B. Basis of Payment:

1. The contract unit price per cubic yard for Rock Excavation For Sanitary Sewer shall be full compensation for all labor, tools, materials and equipment necessary to complete the excavation including pre-blasting survey, drilling, blasting, monitoring and record keeping, excavating, loading and disposing in a manner acceptable to the Engineer the excess or unusable material outside the work limits, suitable replacement backfill, and all else incidental thereto for which payment is not provided under other items.

Item 827.311 - Unsuitable Soil Excavation, Remove and Refill - Below Grade

- A. Method of Measurement: Earth excavation below grade (below the bottom of the bedding layer by order of the Engineer) and replacement backfill below grade accepted for payment shall be the actual number of cubic yards installed and accepted complete in place.
- B. Basis of Payment: The Contract unit price per cubic yard for earth excavation below grade and replacement backfill below grade furnished and installed shall be full compensation for labor, materials, tools and equipment necessary to complete this work including excavation and disposal of unsuitable materials including muck, crib work, trees, stumps and all other buried refuse, replacement suitable fill, compaction, dewatering and all else incidental thereto for which payment is not provided under other items.

Item 827.33 - Trench Insulation.

- A. Method of Measurement: Pipe trench insulation accepted for payment shall be the actual linear feet of trench insulation installed and accepted complete in place.
- B. Basis of Payment: The contract unit price per linear foot for Trench Insulation shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including excavation, bedding, insulation, backfill, compaction and all else incidental thereto for which payment is not provided under other items.

Item 827.363 – Water Line Relocation or Replacement

- A. Method of Measurement: Relocation or Replacement of existing water lines (sizes 2" and larger and all depths - less than 2 inches is an incidental item) measured for payment shall be the actual linear feet of relocated water line installed and accepted complete in place as a result of a direct conflict with new sewer lines. Waterlines repaired or replaced as a result of Contractor error or negligence, or not in direct conflict with new sewers, or designated for replacement elsewhere in the Contract, will not be considered for payment.
- B. Basis of Payment: The contract unit price per linear foot for relocation or replacement of existing water lines shall be full compensation for all labor, materials, tools and equipment necessary to complete this work including excavation (except rock excavation and unsuitable excavation below grade), bedding, pipe, adaptors, fittings, valves, thrust blocks, joint restraints, dewatering, backfill and compaction to the satisfaction of the water district, cleaning and testing to the satisfaction of the water district, payment for direct water district supervision, and all else incidental thereto for which payment is not provided under other items.

END OF SECTION

SECTION 01340SUBMITTALSPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Submit to the Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturers' Certificates, Project Data, and Samples required by the Specification Sections.

B. Related Work Specified Elsewhere:

1. Construction Schedules: Section 01310
2. Project Record Documents: Section 01720
3. General Conditions: Section 00700.

1.2 SHOP DRAWINGS

- A. Shop Drawings are required for each and every element of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.
- B. Shop Drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, his subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.
- C. The Contractor shall submit to the Engineer a minimum of seven (7) copies of Shop Drawings and approved data. The Engineer will retain four (4) copies (for Owner's, Engineer's and Field Representative's files) and return three (3) copies to the Contractor for distribution to subcontractors, suppliers and manufacturers. If the Contractor requires more than three (3) then the number of copies submitted shall be adjusted accordingly. The only exception to the above is that all shop drawings which incorporate blue line type drawings shall be submitted with only one good quality reproducible. The Engineer will return the one marked up reproducible to the Contractor.
- D. The Contractor shall provide a copy of the completed Submittal Certification Form (copy provided for Contractor's use at the end of this Specification Section) which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.
- E. Shop Drawings shall be submitted as a complete package by specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials and samples associated with each specification section be

- included as a single submittal for the Engineer's review. Any deviation from this requirement, such as submitting miscellaneous metals grouped by structure, shall be requested in writing prior to any associated submittal.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
 - G. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
 - H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.
 - I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. Shop drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard sizes shall be: (a) 24 inches by 36 inches; (b) 11 inches by 17 inches, and (c) 11 inches by 8-1/2 inches. Provision shall be made in preparing the shop drawings to provide a binding margin on the left hand side of the sheet. Shop drawings submitted other than as specified herein may be returned for resubmittal without being reviewed.
 - J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer.
 - K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
 - L. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.
 - M. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the

Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.

1.3 SAMPLES

- A. The Contractor shall submit samples when requested by the Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.4 OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall furnish the Engineer four (4) copies of a complete instruction manual for installation, operation and maintenance of each item specified. At least 3 months prior to the expected substantial completion date, the Contractor shall submit to the Engineer all manuals in accordance with the requirements specified herein.
- B. Manuals shall include operating and maintenance information on all systems and pieces of equipment. The manual shall contain sufficient data to install, operate, maintain, repair and rebuild all components of the equipment, design data specific to the project. All information required by the Operations and Maintenance Manual Certification Form described herein and any additional information deemed necessary by the Owner and Engineer for proper installation, operation and maintenance.
- C. The Contractor shall provide a copy of the complete Operations and Maintenance Manual Certification Form (copy provided for the Contractor's use at the end of this Specification Section) which shall be attached to every copy of each Operations and Maintenance Manual submitted.

1.5 MANUFACTURER'S CERTIFICATES

- A. Prior to accepting the installation, the Contractor shall submit manufacturer's certificates for each item specified.
- B. Such manufacturer's certificates shall state that the equipment has been installed under either the continuous or periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative, and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction. All costs for meeting this requirement shall be included in the Contractor's bid price.

1.6 SUBMISSION REQUIREMENTS

- A. Accompany submittals with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.

3. Contractor's name and address.
 4. The number of each Shop Drawing, Project Data and Sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Other pertinent data.
- B. A completed Submittal Certification Form shall be attached to each copy of each shop drawing and must include:
1. Identification of deviations from Contract Documents.
 2. Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with Contract Documents.
 3. Where specified or when requested by the Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
 4. Where specified, manufacturer's guarantee.

1.7 RESUBMISSION REQUIREMENTS

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
- B. Indicate on drawings any changes which have been made other than those required by Engineer.

1.8 ENGINEER'S REVIEW

- A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.
- B. The Engineer's review comments will be summarized on a Submittal Review Form, which includes an action code. A description of each action code is provided below.
 1. **No Exceptions Taken (Status 0 on shop drawing log).** The shop drawing complies with the Contract Document requirements. No changes or further information are required. Where appropriate, the submittal review form will be used to alert the Contractor, Owner and Field personnel of remaining items within that specification section that still needs to be submitted.
 2. **Make Corrections Indicated (Status 1 on shop drawing log).** The shop drawing complies with the Contract Document requirements except for minor changes, as indicated. Resubmittal is not required unless it is specifically called for; however, Engineer requires that all comments will be addressed by the Contractor, unless otherwise notified in writing prior to execution of the relevant work.
 3. **Conditional to Remarks (Status 2 on shop drawing log).** The shop drawing potentially complies with the Contract Document requirements, contingent upon satisfactory resolution of review comments. Remarks will explicitly list what information needs to be resubmitted. Resubmittal from the Contractor should

include a cover letter or summary which indicates how each review comment has been addressed.

4. **Revise and Resubmit (Status 3 on shop drawing log).** The shop drawing does not comply with the Contract Document requirement as submitted, but may with changes indicated and/or submission of additional information. The entire package must be resubmitted with the necessary information and a cover letter which indicates how each review comment has been addressed and where to find the information in the resubmittal.
5. **Rejected (Status 4 on shop drawing log).** The shop drawing does not comply with the Contract Document requirements, for the reasons indicated in the remarks, and is unacceptable.
6. **In Review (Status 5 on shop drawing log).** The shop drawing is currently under review.
7. **For Information Only (Status 6 on shop drawing log).** The shop drawing review was informational only. No comments are provided.

SUBMITTAL CERTIFICATION FORM

PROJECT: _____ CONTRACTOR'S PROJ. NO: _____

CONTRACTOR: _____ ENGINEER'S PROJ. NO: _____

ENGINEER: _____

TRANSMITTAL NUMBER: _____ SHOP DRAWING NUMBER: _____

SPECIFICATION SECTION OR DRAWING NO: _____

DESCRIPTION: _____

MANUFACTURER: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with

NO DEVIATIONS

or

A COMPLETE LIST OF DEVIATIONS AS FOLLOWS^a:

By: _____ By: _____
Contractor^b Manufacturer^c

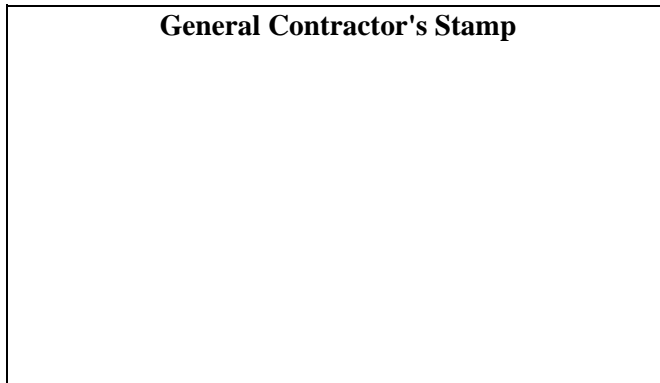
Date: _____ Date: _____

^a Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if so directed.

^b Required on all submittals

^c When required by specifications

Page ___ of ___



OPERATIONS AND MAINTENANCE MANUAL CERTIFICATION FORM

PROJECT: _____ CONTRACTOR'S PROJ. NO: _____

CONTRACTOR: _____ ENGINEER'S PROJ. NO: _____

ENGINEER: _____

TRANSMITTAL NUMBER: _____ SHOP DRAWING NUMBER: _____

SPECIFICATION SECTION OR DRAWING NO: _____

DESCRIPTION: _____

MANUFACTURER: _____

The above referenced operations and maintenance manual has been reviewed by the undersigned and I/we certify that the manual is customized as needed for this project, is suitable for mounting in a 3-ring binder, and contains the following items:

- | | |
|---|--|
| <input type="checkbox"/> Table of Contents | <input type="checkbox"/> Project-Related Design Data |
| <input type="checkbox"/> Maintenance Schedule and Summary | <input type="checkbox"/> Wiring Diagrams |
| <input type="checkbox"/> Lubrication Schedule | <input type="checkbox"/> Equipment Layout Drawings & Schematics |
| <input type="checkbox"/> Troubleshooting Information | <input type="checkbox"/> Equipment Performance Curves |
| <input type="checkbox"/> Warranty Information | <input type="checkbox"/> Parts and Service Contact Information |
| <input type="checkbox"/> Rebuild Information for All Components/
Systems | <input type="checkbox"/> Manufacturer's Contact Information |
| <input type="checkbox"/> Startup, Operation, Shutdown Procedures | <input type="checkbox"/> Emergency Operations Plan |
| <input type="checkbox"/> Safety Procedures | <input type="checkbox"/> List of Part Numbers for all Components |
| <input type="checkbox"/> Shop Drawings corrected to As-Built
Conditions | <input type="checkbox"/> List of Spare Parts Supplied and Cost |
| | <input type="checkbox"/> List of Part Numbers for all Components |

By: _____
Contractor^a

By: _____
Manufacturer^b

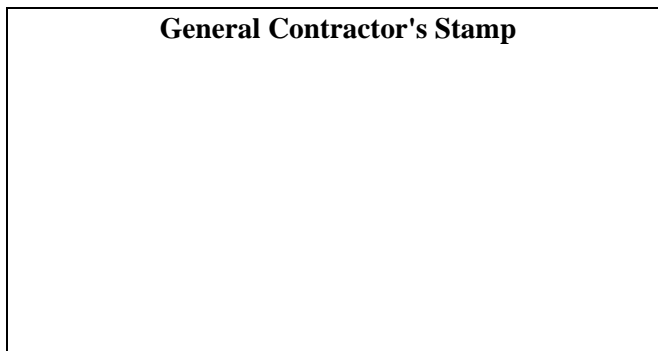
Date: _____

Date: _____

^a Contact information shall include name, address and telephone number.

^b Required on all Operation and Maintenance Manuals.

^c When required by Specifications.



END OF SECTION

SECTION 01380CONSTRUCTION PHOTOGRAPHSPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Pre-Construction Record: Contractor shall utilize digital photographs and video to obtain a visual record of the project area; copies of same shall be given to the Engineer and Owner.
2. Notify Engineer at least three (3) working days prior to photographing or videoing the project area so Engineer may, at his option, observe.

1.2 QUALITY

- A. Pre-Construction Record: Quality shall be such that the condition of existing pavement, curbing, driveway entrances, sidewalks, lawns, landscaping, general condition of private property where services are to be installed, etc. can be readily determined.

1.3 SUBMITTAL OF PRINTS

- A. Pre-Construction Record: Submit hard copy prints and electronic files on CD ROM, and video electronic files on DVD to the Engineer and Owner prior to any construction work.
- B. The quality of the photos and video are subject to approval by the Engineer prior to the start of construction work in the areas shown by the photos.

END OF SECTION

SECTION 01400QUALITY CONTROLPART 1 - GENERAL1.1 REQUIREMENTS INCLUDED

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Manufacturer's Certificates.
- E. Manufacturer's Field Services.
- F. Testing Laboratory Services.

1.2 RELATED REQUIREMENTS

- A. Section 01340 - Submittals: Submittal of Manufacturer's Instructions.
- B. Section 02200 - Earthwork.

1.3 QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.6 MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate that products meet or exceed specified requirements.

1.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in respective Specification Sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- B. Representative shall submit written report to Engineer listing observations and recommendations.

1.8 TESTING LABORATORY SERVICES

- A. Owner will utilize the MDOT testing services firm and/or pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services wherever an Independent Testing Laboratory is required by individual specification sections listed in paragraph 1.2 above, unless otherwise indicated.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will present observations and test results and indicate compliance or non-compliance with specified standards and with Contract Documents. Independent Testing Laboratory will submit one copy of each report directly to each of the following: Engineer, Resident Project Representative, Contractor. Reports will be mailed within 5 days of obtaining test results. If test results indicate deficiencies, Independent Testing Laboratory shall telephone or FAX results to Engineer, Resident Project Representative and Contractor within 24 hours.
- D. Contractor shall cooperate with Independent Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
- E. Contractor shall coordinate all testing work and shall notify Engineer and Independent Testing Laboratory at least 24 hours prior to performing work requiring testing services. If scheduled tests or sampling cannot be performed because the work is not ready as scheduled, testing costs associated with the delay will be determined by Engineer and invoiced by Owner to Contractor. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price. If adequate notice is not provided, Contractor shall suspend work on that portion of the Project until testing can be performed. Such suspension will not be grounds for a claim against the Owner for delay, nor will it be an acceptable basis for an extension of time.
- F. Payment for Independent Testing Laboratory services shall be as follows:
 - 1. General: Where testing is the Owner's responsibility, payment will be made as stated below unless other requirements are given in Specification Sections. Testing which is the responsibility of the Contractor will be considered an incidental item unless otherwise indicated in Section 01150, Measurement and Payment.
 - 2. Initial Testing: Owner will pay for initial tests.
 - 3. Retesting: Costs of retesting due to non-compliance will be paid by Owner. The cost of retesting will be determined by Engineer and Owner will invoice Contractor for this cost. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price.
 - 4. Contractor's Convenience Testing: Inspections and tests performed for Contractor's convenience will be paid for by Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01580PROJECT IDENTIFICATION AND SIGNSPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Provide and erect sign(s) at the project site to identify the project and to indicate the applicable Federal and State Government Agencies that are participating in the development of the sewer utility project.
- B. Do not place, or allow the placement of, other advertising sign boards at the project site or along rights-of-way furnished for the project work.

PART 2 - PRODUCTS2.1 MATERIAL AND DESIGN

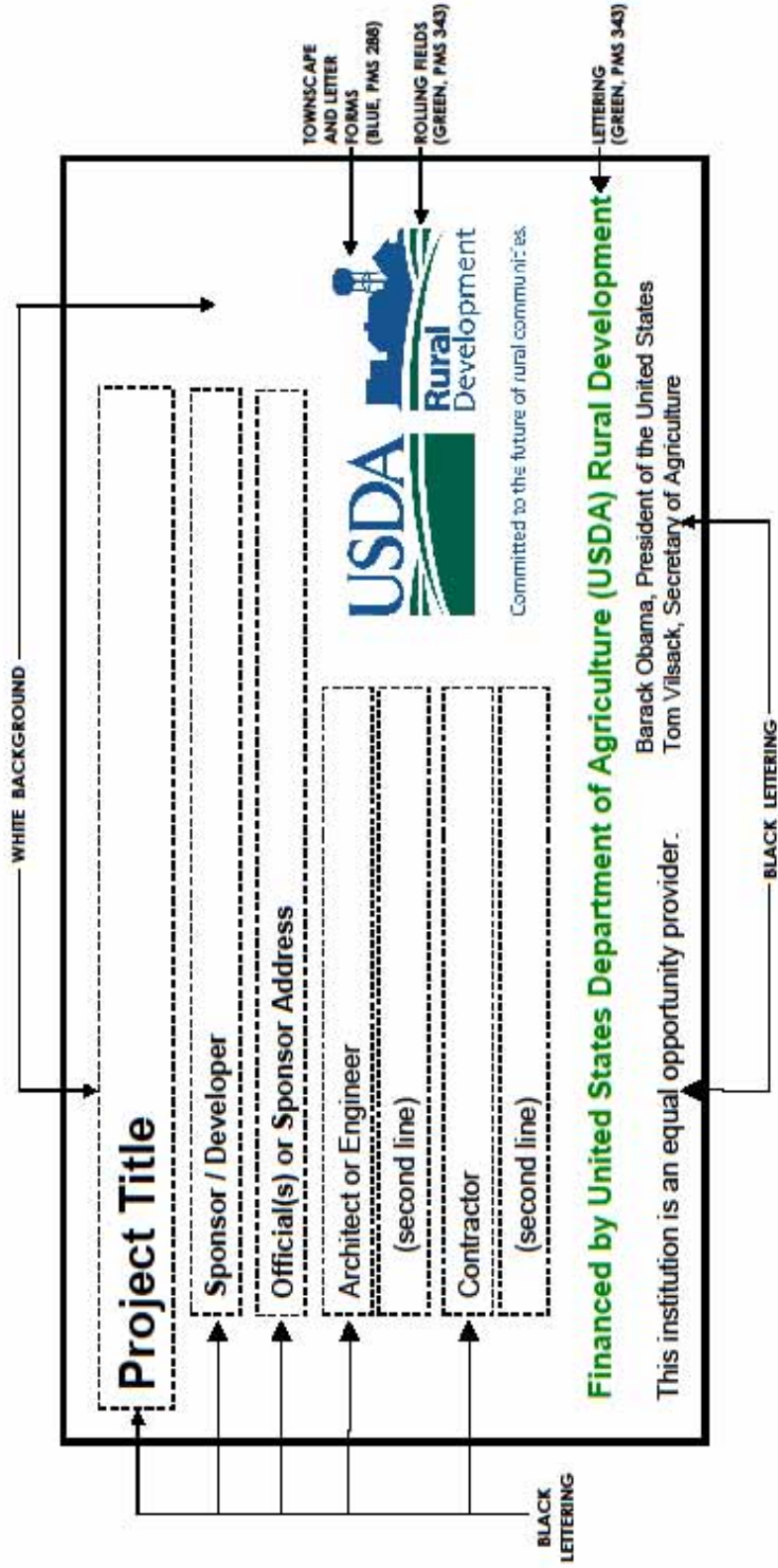
- A. Construct a sign of 3/4-inch exterior grade, high density overlaid plywood or other material, approved by the Engineer, suitable for signs.

PART 3 - EXECUTION3.1 INSTALLATION

- A. Erect the sign in a prominent location as approved by the Engineer.
- B. Construct the sign in accordance with the following sample Drawing.
- C. Remove the sign when the Work has been completed at no additional cost to the Owner.

END OF SECTION

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT ADMINISTERED PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)

SECTION 01590TEMPORARY FIELD OFFICEPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Provide and maintain a field office for the exclusive use of the Engineer during the entire life of the Contract.
- B. Temporary Field Office must be set up prior to the first week of construction activities.

PART 2 - PRODUCTS2.1 PRODUCTS

- A. Provide a separate structure, such as a mobile field office trailer:
 - 1. Size: Equivalent to 10 feet by 30 feet in area.
 - 2. Windows arranged for cross ventilation with screens.
 - 3. Door with closure and secure lock.
 - 4. Adequate lights over all work areas and convenient electrical outlets on each wall.
 - 5. Adequate heating and air conditioning system with thermostat control.
 - 6. Sanitary conveniences meeting the requirements of all local and state health codes.
 - 7. Private telephone line and internet (using a local phone number) service for the exclusive use of the Engineer. The Contractor is responsible to select the telephone long distance carrier, and to assure that nationwide (instate and out of state) long distance rates, at any time of the day, are less than \$0.15 per minute.
 - 8. Contractor to provide four two-way radios or Nextel-type phones to enable on-site communication between the Owner, Engineer and Contractor (to be returned to the Contractor at the end of the project).
- B. Furnish:
 - 1. One flat top desk, 30 inches by 52 inches, with drawers at each side.
 - 2. One plywood drawing table, 3 feet by 6 feet.
 - 3. One straight chair being suitable for use with drawing table.
 - 4. One table, 36 inches by 72 inches, and eight (8) folding chairs.
 - 5. Two 4-drawer steel filing cabinet with lock and key.
 - 6. Two large wastebaskets
 - 7. One rack for drawings, including related appurtenances.
 - 8. Two wall mounted fire extinguishers
 - 9. One bookcase, 48 inches long by 30 inches high by 10 inches deep
 - 10. One electric wall clock
 - 11. One outside thermometer.

12. One inside/outside thermometer with maximum and minimum recordings, General Tools, Model DTR900, or equal.
13. One cordless telephone
14. One photocopy machine plus maintenance and paper
15. One rain gauge
16. One telephone answering machine with recorder
17. Two desk trays
18. One pencil sharpener
19. One first aid kit
20. One each, broom, dust pan, brush
21. One water cooler
22. One Fax machine with dedicated phone line, plus maintenance.
23. One paint gauge - magnetic non-destructive type.
24. Two full body harnesses, that properly fit assigned Resident Project Representative, and that meets or exceeds all applicable industry standards including ANSI A10.14-1991, ANSI Z359.1-1992, OSHA 1910.66 and OSHA 1926.502. Manufacturers: DBI/SALA; Style L3521.
25. Four lanyards with shock absorbing devices. Meet or exceed all applicable standards including ANSI Z 359.1-1992, ANSI A10.14-1991, OSHA 1910.66 and OSHA 1910.66 and OSHA 1926.502. Manufacturers: DBI/SALA; Style L3300DP6.
26. One Laptop with the following minimum specifications: Intel i3 Processor 300GHz, 4 GB RAM memory, 320 GB hard drive, Windows 7-Professional, MS Office 2010, mouse. Must be capable of running on 120VAC and/or 12VDC (150 watt inverter or car charger).
27. One multi-function Printer device capable of printing on 11x17" paper (e.g. Epson Workforce 7510 or equivalent).
28. Verizon Wireless 4G LTE Modem with unrestricted Internet service. If the construction site is not accessible by Verizon Wireless's network, some other form of unrestricted wired Internet service will be provided. By unrestricted, we mean it has to support secured (encrypted) HTTPS and VPN connections in addition to simple web browsing.
29. One Digital Camera with built-in flash, with cable or SD Card, or MicroSD Card adapter to download into the laptop's USB drive. One spare 4GB memory card. Digital camera equivalent to Nikon Coolpix L2, with 800x600 minimum pixel resolution, color, built-in flash, standard alkaline batteries and 110 VAC adapter. Camera shall support JPG file format and contain enough memory to support 500 photos minimum before downloading.
30. One multi-function gas meter. Gas meter shall be intrinsically safe for use in Class 1, Division 1, Group A, B, C, D hazardous environments. Meter shall be a multi-gas type meter consisting of 5 sensors as follows: oxygen (O₂); flammable/combustible (LEL); carbon monoxide (CO); hydrogen sulfide (H₂S); and a broad range hydrocarbon (BRH) or similar toxics sensor. Meter shall have audible alarms, visual readout display with backlight, straps or belt clip, as applicable. Contractor shall coordinate calibration of meter by an approved source and per manufacturer's recommendations in regard to

frequency, etc. Acceptable manufacturers are Enmet (Target Model), BW Technologies (GasAlert Micro 5 PID model), or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in approved location and properly set up for all anticipated weather conditions.
- B. Provide electric power and heat for the duration of the Work.
- C. Submit monthly telephone toll charge invoices to the Engineer for payment. The basic monthly telephone charges, internet charges, and installation fee shall be the Contractor's expense.

3.2 CLEANING

- A. Upon completion of the project, remove the Field Office from the site and thoroughly clean the area.
- B. The Field Office and furnishings shall remain the property of the Contractor.

END OF SECTION

SECTION 01720PROJECT RECORD DOCUMENTSPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Keep accurate record documents for all additions, substitutions of material, variations in work, and any other additions or revisions to the Contract.

B. Related Work Specified Elsewhere:

1. Shop Drawings, Project Data, and Samples are specified in "General Conditions" and Section 01340, Submittals.

1.2 MAINTENANCE OF DOCUMENTS

A. Maintain at job site, one copy of:

1. Contract Drawings
2. Specifications
3. Addenda
4. Reviewed Shop Drawings
5. Change Orders
6. Any other modifications to the Contract
7. Field Test Reports

B. Store documents in files and racks specifically identified for this use, that are apart from documents used for construction.

C. File documents in a logical manner indexed for easy reference.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by the Engineer and Owner, and by the end of the project, transmit these documents to the Engineer.

1.3 RECORDING

A. Label each document "PROJECT RECORD" in large high printed letters.

B. Keep record documents current and do not permanently conceal any work until required information has been recorded.

C. General Field Recording Issues:

1. All ties should be taken from existing, permanent features such as utility poles, corners of houses and hydrants. Porches, sheds or other house additions should be avoided for they could be torn down. A minimum of two ties should be taken.
2. Stations should be recorded to the nearest foot.
3. Inverts should be recorded to the nearest hundredth of a foot.
4. Elevations should be recorded to the nearest hundredth of a foot.
5. Building dimensions should be recorded to the nearest 1/4".

- D. Project Record Drawings - Legibly mark Contract Drawings to record existing utilities and actual construction of all work, including but not limited to the following (where applicable):
1. Existing Utilities

Water mains and services, water main gate valves, sewer mains and services, storm drains, culverts, steam lines, gas lines, tanks and other existing utilities encountered during construction must be accurately located and shown on the Drawings. In congested areas supplemental drawings or enlargements may be required.

 - a. Show any existing utilities encountered in plan and profile and properly labeled showing size, material and type of utility. Ties should be shown on plan. Utility should be drawn to scale in section (horizontally and vertically) and an elevation should be called out to the nearest hundredth of a foot.
 - b. When existing utility lines are broken and repaired, ties should be taken to these locations.
 - c. If existing water lines are replaced or relocated, document the area involved and pipe materials, size, etc. in a note, and with ties.
 2. Manholes, Catch Basins, Valve Pits and other structures.
 - a. Renumber structure stationing to reflect changes.
 - b. Show ties to center of structure covers or hatches.
 - c. In general, show inverts at center of structures. However, for manholes with drop structures, or steep channels (greater than 0.2' change on slope), show inverts at face of manhole.
 - d. Show inverts for other structures at the face of the structure.
 - e. Draw any new structures that are added on plan and profile.
 - f. Show any field or office redesigns.
 - g. Redraw plan if the structure's location is moved more than 5 feet in any direction. [Note: It is important to show existing utilities, as outlined in Paragraph 1 above, especially if they were one reason for relocating the sewer, manholes and other structures.]
 - h. Redraw profile if inverts changed by more than 6 inches.
 3. Gravity Sewer Line
 - a. Change sewer line slopes indicated on Drawings if inverts are changed.
 - b. Draw any new gravity lines that are added on plan and profile.
 - c. Show any field or office redesigns.
 - d. Redraw the sewer line profile if manhole inverts are redrawn.
 - e. Redraw the sewer line on plan corresponding to relocated manholes.
 4. Water Mains and Force Mains
 - a. Show ties to the location of all valves, bends (horizontal and vertical), tees and other fittings. The use of thrust blocks should be recorded.
 - b. Revise elevations indicated on the Drawings to reflect actual construction.
 5. House Services
 - a. Draw all house services [sewer, storm drain, and water] (even to empty lots) on plan, and show ties.

- b. Show ties or distances to wyes from manhole or drain manhole.
 - c. Show chimneys heights in the profile.
 - d. The Wright-Pierce "Sanitary Sewer Service Location" forms shall be used to record sewer service information. A copy of these forms should be provided to the Owner, along with the Record Drawing Set.
6. Septic Tanks
 - a. Show ties to center of tank covers.
 - b. Label size of septic tanks that are other than standard 1000 gallon capacity.
 - c. The Wright-Pierce "Sanitary Sewer Service Location" forms shall be used to record septic tank information. A copy of these forms should be provided to the Owner, along with the Record Drawing Set.
 7. Ledge
 - a. Ledge profiles should be shown. Note whether the plotted ledge profile reflects undisturbed or expanded conditions.
 8. Yard Piping and Buried Electrical Conduit
 - a. Site piping should be drawn to reflect the installed locations, with ties and elevation of all bends (horizontal and vertical).
 - b. Show routing for electrical conduits and pull boxes, especially in close proximity to buildings and when the conduits change direction or cross process piping.
 9. Roads
 - a. Show centerline road profile and level spot elevations.
 - b. Show pavement widths.
 - c. On road cross sections, show the pavement cross slope.
 - d. Show any deviations from the design plans.
 10. Abandon AC Pipe
 - a. Where abandon AC pipe is allowed show location (centerline) of all buried (abandon) AC pipe.
- E. Specifications and Addenda - Legibly mark up each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Order, Field Order, or other method.

1.4 SUBMITTALS

- A. At the completion of the project, deliver record documents to the Engineer.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date, project title and number.
 2. Contractor's name and address.
 3. Title and number of each record document with certification that each document is completed and accurate.
 4. Signature of Contractor, or his authorized representative.
- C. Failure to supply all information on the Project Record Drawings as specified in Part 1.3 may result in additional retainage from monthly partial payment requests, and in non-approval of final payments of the Contract and/or if contract time (as specified in accordance with the Standard General Conditions of the Construction

Contract) has elapsed, this shall be grounds for the enactment of the liquidated damages as specified.

END OF SECTION

SECTION 02050DEMOLITIONPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. The Contractor shall furnish all labor, materials, tools, equipment and apparatus necessary and shall do all work required to complete the demolition, removal, and alterations of existing facilities as indicated on the Drawings, as herein specified, and/or as directed by the Engineer.
2. All piping and other materials that are not to be relocated or to be returned to the Owner shall become the property of the Contractor and shall be disposed of by him, away from the site of the work and at his own expense.
3. All demolition or removal of existing structures, utilities, equipment, and appurtenances shall be accomplished without damaging the integrity of existing structures, equipment, and appurtenances to remain, to be salvaged for relocation or stored for future use.
4. Such items that are damaged shall be either repaired or replaced at the Contractor's expense to a condition at least equal to that which existed prior to the start of his work.
5. Unless otherwise indication, all items labeled to be "removed", "demolished" or "remove/demolish" shall be removed and disposed of off site in accordance with all Local, State and Federal Regulations.
6. Unless otherwise indication, piping labeled to be "abandon" shall be left in place (or moved to the edge of the trench) and filled with flowable fill.

B. Related Work Specified Elsewhere:

1. Earthwork is specified in Section 02200.
2. Use of Explosives is specified in Section 01546.
3. See Summary of Work, Section 01010.

1.2 JOB CONDITIONS

A. Condition of Structures:

1. The Owner assumes no responsibility for the actual condition of pipelines, structures, and appurtenances to be demolished.
2. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner as far as practicable.

1.3 UTILITIES

A. Utility Locations:

1. Utility locations shown on the plans are approximate only and need to be confirmed by the Contractor.

B. Coordination with Utilities:

1. The Contractor shall make all necessary arrangements and perform any necessary work to the satisfaction of affected utility companies and governmental divisions involved with the discontinuance or interruption of affected public utilities and services.

1.4 SUBMITTALS

A. Schedule - Demolition:

1. Submit two (2) copies of proposed methods and operations of demolition to the Engineer for review prior to the start of work. Include in the schedule the coordination for shut-off, capping and continuation of utility services as required.
2. Provide a detailed sequence of demolition and removal work to ensure the uninterrupted progress of the Owner's operations.

1.5 PROTECTIONS

- A. Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities and persons. Erect temporary protection measures as required by authorities having jurisdiction.
- B. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

1.6 DAMAGES

- A. The Contractor shall promptly repair damages caused by demolition operations to adjacent facilities at no cost to the Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. Remove and dispose of non-salvageable material in accordance with all applicable local and state laws, ordinances and code requirements.
- B. Dispose of material daily as it accumulates.
- C. Carefully remove, store and protect from damage all materials to be salvaged.
- D. Replaced AC Piping:
 1. Abandoned underground AC piping (including services) shall be moved to the side of the trench, filled with flowable fill, capped, and left in place unless it interferes with new structures or unless otherwise noted on the Drawings. Do not crush or cut this pipe. Location of this pipe shall be noted on the Record Drawings.

- E. Buildings and Adjacent Property:
 - 1. Protect all buildings/structures and property adjacent to equipment and materials to be removed from damage by erecting suitable barriers or by other suitable means.
 - 2. Leave such buildings/structures and property in a permanently safe and satisfactory condition.
- E. Maintaining Traffic:
 - 1. Ensure minimum interference with roads, streets, driveways, sidewalks and adjacent facilities.
 - 2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.
- H. Salvage:
 - 1. Salvaged items shall be stored for the Owner in an acceptable location and manner.
- I. Maintain Continuous Operations:
 - 1. The Contractor shall conduct his operations in such a manner and sequence which shall neither result in a disruption of, nor interfere with, the functional workings of existing facilities.
 - 2. The Contractor shall furnish, install and operate any piping, equipment and appurtenances necessary to provide the temporary services, facilities, and bypasses required during construction including, but not limited to, bypass pumping, flow barriers and diversions. Temporary facilities, if required, shall have a pumping capacity or capacities (as applicable) equal to or greater than the existing piping. The Contractor must submit a temporary by-pass plan to, and receive approval from, the Owner prior to conducting any bypassing.
- J. Demolition Sequence:
 - 1. The demolition sequence is to conform to the reviewed and approved project schedule, and restrictions outlined in Section 01310, Construction Schedules.

END OF SECTION

SECTION 02200EARTHWORKPART 1 - GENERAL1.1 DESCRIPTION

- A. The Work described by this Section consists of all earthwork encountered and necessary for construction of the project as indicated in the Contract Documents, and includes but is not limited to the following:
1. Excavation
 2. Backfilling and Filling
 3. Compaction
 4. Embankment Construction
 5. Grading
 6. Providing soil material as necessary
 7. Disposal of excess suitable material and unsuitable materials
- B. Related Work Specified Elsewhere: (When Applicable)
1. The use of explosives is specified under the MDOT Standard Specifications.
 2. Traffic Regulation is specified under the MDOT Standard Specifications.
 3. Temporary Erosion Control is specified under the MDOT Standard Specifications.
 4. Clearing and Grubbing is specified under the MDOT Standard Specifications.
 5. Paving is specified under the MDOT Standard Specifications.
 6. Demolition, Dewatering, Filter Fabric, Temporary Erosion Control, Stripping and Stockpiling of Topsoil, and Loam and Seeding are specified in the appropriate sections of this Division.
 7. Section 01400 - Quality Control.
 8. Pipe, fittings and valves are specified in Division 2 and 15.

1.2 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
1. All work shall be performed and completed in accordance with all local, state and federal regulations.
 2. The General Contractor shall secure all other necessary permits unless otherwise indicated from, and furnish proof of acceptance by, the municipal and state departments having jurisdiction and shall pay for all such permits, except as specifically stated elsewhere in the Contract Documents.
- B. Line and Grade:
1. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain same to properly perform the work.
- C. Testing Methods:
1. Gradation Analysis: Where a gradation is specified the testing shall be in accordance with ASTM C-117-90 and ASTM C-136-93 (or latest revision).
 2. Compaction Control:

- a) Unless otherwise indicated, wherever a percentage of compaction for backfill is indicated or specified, it shall be the in-place density divided by the maximum density and multiplied by 100. The maximum density shall be the density at optimum moisture as determined by ASTM Standard Methods of Test for Moisture-Density Relations of Soil Using 10-lb. Hammer and 18-in. Drop, Designation D-1557-91 (Modified Proctor), or latest revision, unless otherwise indicated.
- b) The in-place density shall be determined in accordance with ASTM Standard Method of Test for Density of Soil in Place by the Sand Cone method, Designation D 1556-90, (or latest revision) or Nuclear method Designation D2922.
- c) Wherever specifically indicated, maximum density at optimum moisture may be determined by ASTM Standard Methods of Test for Moisture Density Relations of Soils, ASTM D-698-91 (Standard Proctor).
- d) An Independent Testing Laboratory will be retained by the Owner to conduct all laboratory and field soil sampling and testing, and to observe earth work and foundation construction activities. Laboratory testing will consist of sieve analyses, natural water content determinations, and compaction tests. Field testing will consist of in-place field density tests and determination of water contents.

1.3 SUBMITTALS

- A. Collection of samples and testing of all materials for submittals shall be performed by the Independent Testing Laboratory and paid for by the Contractor until the materials are approved by the Owner or Engineer.
- B. Submit test results in accordance with the procedure specified in the General and Supplementary Conditions.
- C. Submit test results (including gradation analysis) and source location for all borrow material to be used at least 10 working days prior to its use on the site. Contractor shall identify and provide access to borrow sites.
- D. Submit moisture density curve for each type of soil (on site or borrow material) to be used for embankment construction or fill beneath structures or pavement.

1.4 TESTS

The Independent Testing Laboratory shall conform to the following procedures and standards:

- A. Submit test results in accordance with the procedure specified in the General and Supplementary Conditions.
- B. All testing shall be performed by a qualified Independent Testing Laboratory acceptable to the Engineer and Contractor at the Owner's expense unless otherwise indicated (see Section 01400 - Quality Control).
- C. Trenches: Field density test in trenches shall be taken at 75 linear foot intervals on every third lift.

- D. In addition to the above tests the Independent Testing Laboratory will perform additional density tests at locations and times requested by the Engineer.
- E. Additional density testing will be required by the Engineer if the Engineer is not satisfied with the apparent results of the Contractor's compaction operation.
 - 1. If the test results fail to meet the requirements of these specifications, the Contractor shall undertake whatever action is necessary, at no additional cost to the Owner, to obtain the required compaction. The cost of retesting will be paid by Owner. The cost of retesting will be determined by Engineer and Owner will invoice Contractor for this cost. If unpaid after 60 days, the invoice amount for retesting will be deducted from the Contract Price. No allowance will be considered for delays in the performance of the work.
 - 2. If the test results pass and meet the requirements of these Specifications, the cost of the testing service will be borne by the Owner, but no allowance will be considered for delays in the performance of the work.

1.5 JOB CONDITIONS

A. Site Information:

- 1. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner and Engineer will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data are made available for the convenience of Contractor.
- 2. Additional test borings and other exploratory operations may be made by Contractor at no additional cost to Owner.

B. Existing Utilities and Structures:

- 1. The locations of utilities and structures shown on the Drawings are approximate as determined from physical evidence on or above the surface of the ground and from information supplied by the utilities. The Engineer in no way warrants that these locations are correct. It shall be the responsibility of the Contractor to determine the actual locations of any utilities or structures within the project area.

PART 2 - PRODUCTS

2.1 SOIL MATERIAL

- A. Aggregate Base: Shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. Type B Aggregate for base shall not contain particles of rock that will not pass the 4 inch square mesh sieve. The gradation of the part that passes a 3-inch sieve shall meet the following grading requirements:

<u>Sieve</u>	<u>Percent by Weight</u>
<u>Designation</u>	<u>Passing Square Mesh Sieves</u>
	Type B
	<u>Aggregate</u>

1/2 inch	35-75
1/4 inch	25-60
No. 40	0-25
No. 200	0-5

- B. Aggregate Leveling Course and Untreated Surface Course: Shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation of the material shall meet the grading requirements of the following table:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing Square Mesh Sieves</u>
1 inch	95-100
3/4 inch	90-100
No. 4	40-65
No. 10	10-45
No. 200	0-7

- C. Common Borrow: Shall consist of approved material required for the construction of the work where designated. Common borrow shall be free from frozen material, perishable rubbish, peat, organic, and other unsuitable material.

<u>Sieve Designation</u>	<u>Percentage by Weight Passing Square Mesh Sieves</u>
6-inch	100
No. 200	0-5

Common borrow may be used for embankments unless otherwise indicated and provided that the material is at a moisture content suitable for compaction to the specified density. No rocks shall exceed 3/4 of the depth of the specified lift thickness.

D. Crushed Stone: Shall be a uniform material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, containing angular pieces, as are those which come from a mechanical crusher. Gradation requirements shall be as follows:

<u>Sieve Designation</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
1-1/2 inch	100
1 inch	95-100
1/2 inch	25-60
No. 4	0-10

E. Screened Stone: Shall be a well graded stone consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements:

<u>Sieve Designation</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
1 inch	100
3/4 inch	90-100
3/8 inch	20-55
No. 4	0-10
No. 8	0-5

F. Select Fill: Shall consist of well graded granular material free of organic material, loam, wood, trash, snow, ice, frozen soil and other objectionable material and having no rocks with a maximum dimension of over 4 inches and meeting the following gradation requirements, except where it is used for pipe bedding in which case the maximum size shall be 2 inches.

<u>Sieve Designation</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
4 inch	100
3 inch	90-100
1/2 inch	25-90
No. 40	0-30
No. 200	0-5

2.2 CONCRETE

- A. If concrete is required for excess excavation, provide concrete complying with Section 02225.

2.3 FILTER FABRIC

- A. If filter fabric is required, refer to MDOT Standards.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which excavating, backfilling, filling, compaction and grading are to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 EXCAVATION

A. General:

1. Excavation consists of removal and disposal of all material encountered when establishing line and grade elevations required for execution of the work.
2. The Contractor shall make excavations in such manner and to such widths as will give suitable room for building the structures or laying and jointing the piping; shall furnish and place all sheeting, bracing, and supports; shall do all cofferdamming, pumping, and draining; and shall render the bottom of the excavations firm, dry and acceptable in all respects.
3. All excavation shall be classified as either earth or ledge.
 - a) Earth Excavation shall consist of the removal, hauling and disposal of all earth materials encountered during excavation including but not limited to native soil or fill, pavement (bituminous or concrete), existing sewers and manholes, ashes, loam, clay, swamp muck, debris, soft or disintegrated rock or hard pan which can be removed with a backhoe, or a combination of such materials, and boulders measuring less than two cubic yard.
 - b) Ledge Excavation: Shall consist of the removal, hauling, and disposal of all ledge or rock encountered during excavation. "Ledge" and "rock" shall be defined as any natural compound, natural mixture that in the opinion of the Engineer can be removed from its existing position and state only by drilling and blasting, wedging, sledging, boring or breaking up with power operated tools. No boulder, ledge, slab, or other single piece of excavated material less than two cubic yards in total volume shall be considered to be rock unless, in the opinion of the Engineer it must be removed from its existing position by one of the methods mentioned above.
4. The Contractor shall not have any right of property in any materials taken from any excavation. Do not remove any such materials from the construction site without the approval of the Engineer. This provision shall in no way relieve the Contractor of his obligations to remove and dispose of any

material determined by the Engineer to be unsuitable for backfilling. The Contractor shall dispose of unsuitable and excess material in accordance with the applicable sections of the Contract Documents.

- B. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer and Resident Project Representative who will observe the conditions.
1. If material unsuitable for the structure or paved area or pipeline (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted select fill, screened stone, crushed stone, or concrete as directed by the Engineer.
 2. All excavated materials designated by the Engineer as unsuitable shall become the property of the Contractor and disposed of at locations in accordance with all State and local laws and the provisions of the Contract Documents.
- C. Unauthorized Excavation: Shall consist of removal of materials beyond indicated subgrade elevations or dimensions without specific authorization of Engineer. Unauthorized excavation, as well as remedial work required by the Engineer shall be at the Contractor's expense. Remedial work required is as follows:
1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation with select fill or screened stone compacted to 95%. Provide 12" minimum select fill or screened stone directly under footings. Concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
 2. If the bottom of a trench is excavated beyond the limits indicated, backfill the resulting void with thoroughly compacted screened stone, unless otherwise indicated.
 3. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- D. Structural Excavation:
1. Shall consist of the removal, hauling, disposal, of all material encountered in the excavation to permit proper installation of structures.
 2. Excavations for structures shall be carried to the lines and subgrades shown on the Drawings.
 3. Excavate areas large enough to provide suitable room for building the structures.
 4. The extent of open excavation shall be controlled by prevailing conditions subject to any limits designated by the Engineer.
 5. Provide, install, and maintain sheeting and bracing as necessary to support the sides of the excavation and to prevent any movement of earth which could diminish the width of the excavation or otherwise injure the work, adjacent structures, or persons and property in accordance with all state and OSHA safety standards.

6. Erect suitable fences around structure excavation and other dangerous locations created by the work, at no additional cost to the Owner.
 7. Exposed subgrade surfaces shall remain undisturbed, protected, and maintained as uniform, plane areas and shape to receive the foundation components of the structure.
 - a. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.
 - b. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade and trim bottoms to required lines and grades to leave solid base to receive the structure.
 - c. If a structure is to be constructed within the embankment, the fill shall first be brought to a minimum of 3 feet above the base of the footing. A suitable excavation shall then be made as though the fill were undisturbed earth.
- E. Trench Excavation: Shall consist of removal, hauling and disposal of all material encountered in the excavation to the widths and depths shown on the Drawings to permit proper installation of underground utilities.
1. Excavate trenches to the uniform width shown on the Drawings sufficiently wide to provide sufficient space for installation, backfilling, and compaction. Every effort should be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.
 2. Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation one foot above the top of the pipe.
 3. Grade bottoms of trenches as indicated for pipe and bedding to establish the indicated slopes and invert elevations, notching under pipe joints to provide solid bearing for the entire body of the pipe, where applicable.
 4. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least two feet above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.
 5. Unless otherwise specifically directed or permitted by the Engineer, begin excavation at the low end of sewer and storm lines and proceed upgrade.
 6. Perform excavation for force mains and water mains in a logical sequence.
 7. The extent of open excavation shall be controlled by prevailing conditions subject to any limits prescribed by the Engineer.
 8. As the excavation progresses, install such shoring and bracing necessary to prevent caving and sliding and to meet the requirements of the state and OSHA safety standards, as outlined in the appropriate section of this Specification.
- F. Protection of Persons, Property and Utilities:
1. Barricade open excavations occurring as part of this work and post with warning lights in compliance with local and State regulations.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Exercise extreme caution and utilize sheeting, bracing, and whatever other precautionary measures that may be required.
 3. Rules and regulations governing the respective utilities shall be observed in execution of all work. Active utilities and structures shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped only with written authorization of the utility owner. Report in writing to the Engineer, the locations of such abandoned utilities. Extreme care shall be taken when performing work in the vicinity of existing utility lines, utilizing hand excavation in such areas, as far as practicable.
 4. Repair, or have repaired, all damage to existing utilities, structures, lawns, other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility, the property owner, and the Owner.
- G. Use of Explosives:
1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
 2. All blasting shall be performed in accordance with all pertinent provisions of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.
- H. Stability of Excavations:
1. Slope sides of excavations to comply with all codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
 2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- I. Shoring and Bracing:
1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
 2. Provide trench shoring and bracing to comply with local codes and authorities having jurisdiction. Refer to Specification Section 02156.
 3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Install shoring and bracing as excavation progresses.
- J. Material Storage:
1. Stockpile excavated materials which are satisfactory for use on the work until required for backfill or fill. Place, grade and shape stockpiles for proper drainage and protect with temporary seeding or other acceptable methods to control erosion.
 2. Locate and retain soil materials away from edge of excavations.

3. Dispose of excess soil material and waste materials as herein specified.
- K. Dewatering:
1. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to intercept and/or remove promptly and dispose properly of all water entering trenches and other excavations (including surface and subsurface waters).
 2. Excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged. Refer to the MDOT Standard Specifications.
- L. Cold Weather Protection:
1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F.
 2. No frozen material shall be used as backfill or fill and no backfill shall be placed on frozen material.
- M. Separation of Surface Material:
1. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the work.
 2. Prior to excavation, existing pavement shall be cut where in the opinion of the Engineer it is necessary to prevent damage to the remaining road surface.
 3. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
 4. From areas within which excavations are to be made, loam and topsoil shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate surface materials, he shall furnish, as directed, loam and topsoil at least equal in quantity and quality to that excavated.
- N. Dust Control:
1. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. Refer to MDOT Standard Specifications.
 2. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the contractor shall furnish and spread the material, as directed.

3.3 BACKFILL AND FILL

- A. General:
1. Backfilling shall consist of replacing material removed to permit installation of structures or utilities, as indicated in the Contract Documents.
 2. Filling shall consist of placing material in areas to bring them up to grades indicated on the Drawings.
 3. The Contractor shall provide and place all necessary backfill and fill material, in layers to the required grade elevations.
 4. Backfill excavations as promptly as work permits, but not until completion of the following:

- a. Acceptance by Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - b. Inspection, approval, and recording locations of underground utilities.
 - c. Removal of concrete formwork.
 - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Temporary sheet piling driven below bottom of structures shall be removed in manner to prevent settlement of the structure or utilities, or cut off and left in place if required.
 - e. Removal of trash and debris.
 - f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
 - g. Density testing having results meeting requirements specified herein.
5. In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated material which was removed in the course of making the construction excavation. Unless otherwise specified or allowed by the Engineer the backfill and fill shall be placed in layers not to exceed 8 inches in thickness.
 6. All fill and backfill under structures and pavement, and adjacent to structures, shall be compacted crushed stone or select fill as specified or as indicated on the Drawings. The fill and backfill materials shall be placed in layers not exceeding 8 inches in thickness.
 7. All structures (including manholes) shall be placed on a 6-inch mat of screened stone unless otherwise indicated. Filter fabric shall be furnished and installed on the prepared subgrade in wet areas as directed by the Engineer.
 8. Suitable excavated material shall meet the following requirements:
 - a. Free from large clods, silt lumps or balls of clay.
 - b. Free from stones and rock fragments with larger than 6-inch max. dimension.
 - c. Free from organics, peat, etc.
 - d. Free from frozen material.
 9. If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required and as directed by the Engineer.
 10. Do not backfill with, or on, frozen materials.
 11. Remove, or otherwise treat as necessary, previously placed material that has frozen prior to placing backfill.
 12. Do not mechanically or hand compact material that is, in the opinion of the Engineer, too wet.
 13. Do not continue backfilling until the previously placed and new materials have dried sufficiently to permit proper compaction.
 14. The nature of the backfill materials will govern the methods best suited for their placement and compaction. Compaction methods and required percent compaction is covered in Compaction section.

15. Before compaction, moisten or aerate each layer as necessary to provide a water content necessary to meet the required percentage of maximum dry density for each area classification specified.
 16. Do not allow large masses of backfill material to be dropped into the excavation in such a manner that may damage pipes and structures.
 17. Place material in a manner that will prevent stones and lumps from becoming nested.
 18. Completely fill all voids between stones with fine material.
 19. Do not place backfill on or against new concrete until it has attained sufficient strength to support loads without distortion, cracking, and other damage.
 20. Deposit backfill and fill material evenly on all sides of structures to avoid unequal soil pressures.
 21. Keep stones or rock fragments with a dimension greater than two inches at least one foot away from the pipe or structure during backfilling.
 22. Leave sheeting in place when damage is likely to result from its withdrawal.
 23. Completely fill voids left by the removal of sheeting with screened stone which is compacted thoroughly.
- B. Pipe Bedding, Initial Backfill and Trench Backfill
1. Place bedding and backfill in layers of uniform thickness specified herein, and as shown on the Drawings.
 2. Thoroughly compact each layer by means of a suitable vibrator or mechanical tamper.
 3. Install pipe bedding and initial backfill in layers of uniform thickness not greater than eight (8) inches.
 4. Deposit the remainder of the backfill in uniform layers not greater than eight inches.
 5. Provide underground sewer marking tape for the full length of sewer trenches as shown on the Drawings. Marking tape shall be SETON #210 SEW or equivalent.
 6. Where soft silt and clay soils are encountered the trench shall be excavated six inches below the normal bedding and backfilled with 6-inches of compacted sand.
 7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.
 8. The following schedule gives the bedding requirements for various types of pipe. Distances refer to vertical thickness below the pipe.

BEDDING REQUIREMENTS

All pipe materials 6 inches min. screened stone.

9. The following schedule gives the initial backfill requirements for various types of pipes.

INITIAL BACKFILL REQUIREMENTS

All pipe materials, 6 inches min. screened stone over the top of the pipe.

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

3.4 COMPACTION:

A. General:

1. Control soil compaction during construction to provide not less than the minimum percentage of density specified for each area classification.

B. Percentage of Maximum Density Requirements:

1. Compact soil to not less than the following percentages of maximum dry density determined in accordance with ASTM D1557 as indicated.
 - a. Structures: Compact each layer of backfill or fill material below or adjacent to structures to at least 95% of maximum dry density (ASTM D1557).
 - b. Off Traveled Way Areas: Compact each layer of backfill or fill material to at least 90% of maximum dry density (ASTM D1557).
 - c. Walkways: Compact each layer of backfill or fill material to at least 93% of maximum dry density (ASTM D1557).

- d. Roadways, Drives and Paved Areas: Compact each layer of fill, subbase material, and base material to at least 95% of maximum dry density (ASTM D1557).
 - e. Pipes: Compact bedding material and each layer of backfill to at least 90% maximum dry density (ASTM D1557). Where backfilling with excavated material, compact to native field density.
- C. Moisture Control:
- 1. Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, in quantities controlled to prevent free water appearing on surface during or subsequent to compaction operations.
 - 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - 3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory level.
- D. Compaction Methods: The Contractor may select any method of compaction that is suitable to compact the material to the required density.
- 1. General: Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. All voids left by the removal of sheeting shall be completely backfilled with suitable materials and thoroughly compacted.
 - 2. Tamping or Rolling: If the material is to be compacted by tamping or rolling, the material shall be deposited and spread in uniform, parallel layers not exceeding the uncompacted thicknesses specified. Before the next layer is placed, each layer shall be tamped as required so as to obtain a thoroughly compacted mass. Care shall be taken that the material close to the excavation side slopes, as well as in all other portions of the fill area, is thoroughly compacted. When the excavation width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe or structure, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping or rolling, the rate at which backfilling material is deposited shall not exceed that permitted by the facilities for its spreading, leveling, and compacting as furnished by the Contractor.
- F. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.5 GRADING:

A. General:

- 1. Grading shall consist of that work necessary to bring all areas to the final grades.

2. Uniformly grade areas within limits of work requiring grading, including adjacent transition areas.
 3. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Grading Outside Building Lines:
1. Grade areas adjacent to building to drain away from structures and to prevent ponding.
 2. Grade surfaces to be free from irregular surface changes, and as follows:
 - a. Lawn or Unpaved Areas: Finish grade areas to receive topsoil to within not more than 1" above or below the required subgrade elevations.
 - b. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 1/2" above or below the required subgrade elevation.
 - c. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 3/8" above or below the required subgrade elevation.
- C. Compaction:
1. After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.
- D. Protection of Graded Areas:
1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.6 BASE COURSE AND LEVELING COURSE

- A. General:
1. Base course consists of placing the specified materials in layers to support a leveling course or paved surface, as indicated in the Drawings.
- B. Grade Control:
1. During construction, maintain lines and grades including crown and cross-slope of base course and leveling course.
- C. Placing:
1. Place base course on prepared subbase conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting base materials.
 2. Place leveling course on prepared base course, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compaction.
- D. Shaping and Compacting:
1. All layers of aggregate base course and leveling course shall be compacted to the required density immediately after placing. As soon as the compaction of any layer has been completed, the next layer shall be placed.
 2. The Contractor shall bear full responsibility for and make all necessary repairs to the base leveling courses and the subgrade until the full depth of the base

leveling courses is placed and compacted. Repairs shall be made at no additional cost to the Owner.

3. If the top of any layer of the aggregate base or leveling course becomes contaminated by degradation of the aggregate or addition of foreign materials, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.

END OF SECTION

SECTION 02225FLOWABLE FILLPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Provide and install flowable fill material in authorized excavation(s) as shown on the Drawings and/or as specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Earthwork, excavation, backfilling, compaction, piping, manholes, testing and pavement are specified in the appropriate sections of this Division.

1.2 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 229, Controlled Low-Strength Materials, or as specified here-in.

1.3 SUBMITTALS

- A. Submit Mix designs for each mixture to be provided at least 15 days prior to production.

1.4 TESTING

- A. Flowability: Reference ASTM D 6103
 - 1. A 3 inch diameter by 6 inch long open ended cylinder is placed vertically on a level surface and filled to the top with flowable fill. The cylinder is then lifted vertically to allow the material to flow out onto the level surface. The test is considered passing when the material spread is 9 to 14 inches in diameter and there is no noticeable segregation.

PART 2 - PRODUCTS2.1 MATERIALS

- A. General: Materials shall meet the following requirements:
 - 1. Portland Cement, Type I or II - ASTM C150.
 - 2. Fly Ash (LOI limits do not apply) - ASTM C618.
 - 3. Fine Aggregate/Mineral Filler – ASTM C 33, ASTM or non-ASTM sands or mineral fillers with 100% passing the 1/2" sieve may be considered which produce an acceptable flow and desired performance characteristic. Soils with fine clays will not be considered. All other than ASTM C 33 materials must receive prior approval from the Engineer.
 - 4. Air Entraining Admixtures - As Per Manufacturer's Specifications.
 - 5. Light Weight Cellular Admixture - As Per Manufacturer's Specifications.
 - 6. Water – Potable or ASTM C 94.
 - 7. Preformed Foam – Procedures for evaluation ASTM C 796 and ASTM C 869.
- B. Excavatable Flowable Fill:
 - 1. The flowable concrete shall be proportioned to produce a 28-day compressive strength of 150 psi.

2. Mix:
 - a. Portland Cement: 50-100 lb/yd³
 - b. Fly Ash: up to 350 lb/yd³, lime content not to exceed 10% by weight.
 - c. Fine Aggregate/Mineral Filler: 2000-3000 lb/yd³
 - d. Water: 325-600 lb/yd³, for Class F fly ash and cement-only mixtures up to 1000 lb/yd³ may be acceptable.
 - e. Air content of 5 to 15% is the target.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Flowable fill shall be produced and delivered using standard concrete construction equipment and practices.
- B. Placing flowable fill shall be by chute, pumping, or other method approved by the Engineer.
- C. The flowable fill shall be discharged directly from the mixer truck into the space to be filled.
- D. No flowable fill shall be placed on frozen ground.
- E. At the time of placement the flowable fill shall have a temperature of at least 40 degrees F.
- F. When flowable fill is placed in freezing temperatures, the material should be covered with blankets and protected from freezing until hardening.
- G. The Contractor shall provide all necessary means to confine the material within a designated space.
- H. Formed walls or other bulkheads shall be constructed to withstand hydrostatic pressure exerted by flowable fill where necessary and as determined by the Engineer.
- I. The Contractor is responsible to ensure underground utilities, including but not limited to pipes, tanks, structures, cables, etc. are secured to prevent floating.
- J. No compaction or vibration of the material is required.
- K. Where flowable fill is being used as pipe bedding it shall be placed in lifts to ensure lateral support of the pipe develops along the side of the pipe before continuing with the backfilling.
- L. When paving over flowable fill in cold weather, any frozen material on the surface shall be scraped off and removed prior to paving.
- M. The flowable fill shall be left undisturbed until the material obtains sufficient strength. Sufficient strength for paving is achieved when the flowable fill can support the weight of foot traffic without apparent deformation. Sufficient strength for supporting vehicular traffic is 2.5 tons per square foot as measured by a pocket penetrometer.
- N. Trenches shall be covered and barricaded until hardening occurs.

END OF SECTION

SECTION 02401DEWATERINGPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Furnish, operate and maintain, as incidental to the project, dewatering equipment to lower and control ground water table levels and hydrostatic pressures to permit excavation, backfill, and construction to be performed in the dry; collect and dispose of ground and surface water where necessary to complete the work. .

B. Related Work Specified Elsewhere: (When Applicable)

1. Earthwork and Sheet piling are specified in the appropriate section in this division.

1.2 SUBMITTALS

- A. Provide submittals in accordance with Specification Section 01340. Submit design calculations, description and complete layout drawings of the proposed dewatering system, stamped and sealed by a Professional Engineer registered in the State of Maine. Such review shall not relieve the Contractor of sole responsibility for the dewatering system as necessary to prevent damage and settlement to adjacent structures, utilities, streets adjacent to excavations and for the safety of persons working within the excavated areas.
- B. Submittal shall include: location, depth and size of wellpoints, headers, sumps, ditches; size and location of discharge lines; capacities of pumps and standby units, and detailed description of dewatering methods to be employed to convey the water from site to adequate disposal.
- C. Submit letter from dewatering system design engineer that the design of the dewatering system has been fully coordinated with the design of the excavation support system.

1.3 DESIGN

- A. Dewatering system shall be designed by a Professional Engineer registered in the State of Maine who is experienced in the design of Dewatering systems
- B. Dewatering system shall be of sufficient size and capacity necessary to lower and maintain ground water table to an elevation at least one foot below the lowest foundation subgrade or bottom of pipe trench to allow material to be excavated in a dry condition. Materials to be removed shall be sufficiently dry to permit excavation to grades shown and to stabilize excavation slopes where sheet piling is not required. Operate dewatering system continuously until backfill work has been completed.
- C. Control of surface and subsurface water is part of dewatering system requirements. Maintain adequate control so that:

1. The stability of excavated and constructed slopes are not adversely affected by saturated soil, including water entering prepared subbase and subgrades where underlying materials are not free draining or are subject to swelling or freeze-thaw action.
 2. Erosion is controlled.
 3. Flooding of excavations or damage to structures does not occur.
 4. Surface water drains away from excavations.
 5. Excavations are protected from becoming wet from surface water, or insure excavations are dry before additional work is undertaken
 6. Prevent loss of fines, seepage, boils, quick conditions or softening of foundation strata.
 7. Maintain stability of sides and bottom of excavation. Construction operations are performed in the dry.
 8. Any existing dewatering wells that can affect dewatering and excavation shall be sealed below the excavation subgrade.
- D. Design shall include an assessment of how the dewatering operations will affect the stability of all adjacent structures
- E. Contractor is responsible to perform whatever additional geotechnical investigations are needed to design the dewatering system to allow for proper construction of new facilities while protecting adjacent structures from damage due to settlement, and in accordance with this specification.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 PERFORMANCE

A. General:

1. Prior to any excavation below the ground water table, place system into operation to lower water table as required and operate it continuously 24 hours a day, 7 days a week until utilities and structures have been satisfactorily constructed, which includes the placement of backfill materials and dewatering is no longer required.
2. Keep work areas dewatered until the structures, pipes, and appurtenances to be built there have been completed to such an extent that they will not be damaged by water.
3. Thoroughly brace or otherwise protect against flotation all pipelines and structures which are not stable.
4. Maintain standby backup equipment and power supply throughout the duration of the dewatering operation.
5. Prevent soil particles from entering the discharge points.
6. Ground water level shall be maintained at least one foot below the bottom of the excavation.

- B. Disposal of Water:
1. Dispose of water pumped or drained from the construction site in a suitable manner to avoid siltation of adjacent drainage structures and piping, wetlands or water bodies, injury to public health, damage to public and private property, and damage to the work completed or in progress.
 2. Provide suitable temporary channels for water that may flow along or across the construction site.
 3. Provide treatment as necessary to prevent discharge of contaminated ground water caused by Contractor's operations, or any contaminated ground water that may pass through the excavation support system selected by the Contractor.
 4. Contractor must obtain all necessary regulatory approvals for the disposal of dewatering flows. These may include, among others, approval by the USEPA under the National Pollutant Discharge Elimination System (NPDES) program for construction activities.
- C. Damage:
1. Avoid damage to and settlement of adjacent buildings, roads, structures, utilities and other facilities.
 2. Any damage to or settlement of structures resulting from the dewatering operations, or the failure of the Contractor to maintain the work in a suitably dry condition shall be repaired by the Contractor at no additional cost to the Owner.
- D. Temporary Underdrains:
1. When necessary, temporary underdrains may be placed in excavations.
 2. Underdrain pipe shall be perforated corrugated metal, polyethylene or P.V.C. pipe.
 3. Entirely surround the underdrain and fill the space between the underdrain and the pipe or structure with free draining material.
- E. Excavation Sump Pumping:
1. When necessary and where appropriate to the geotechnical conditions encountered, excavations may be over excavated 6 to 12 inches and filled with screened stone to allow sump pumping of groundwater.
 2. The system shall be installed with suitable screens and filters so that pumping of fines does not occur.
- F. Well and Wellpoint System:
1. If necessary, dewater the excavations and trenches with an efficient well or wellpoint system to drain the soil and prevent saturated soil from flowing into the excavated wells and area.
 2. Wellpoint and well system shall be of the type designed for dewatering work and shall be installed with suitable screens and filters so that pumping of fines does not occur.
 3. Pumping units shall be capable of maintaining sufficient suction to handle large volumes of air and water at the same time.

G. Corrective Action:

1. If dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system (loosening of the foundation strata, or instability of slopes, or damage to foundations or structures), perform work necessary for reinstatement of foundation soil and damaged structure resulting from such inadequacy or failure by Contractor, at no additional cost to Owner.

END OF SECTION

SECTION 02601MANHOLES, COVERS AND FRAMESPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Construct manholes, covers, frames, brick masonry, inverts and apply waterproofing in conformance with the dimensions, elevations, and locations shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere (when applicable):
 - 1. Final sewer testing is specified in this Division.
 - 2. Pipe, excavation, backfill, paving and dewatering are specified in the appropriate Sections in this Division.

1.2 QUALITY ASSURANCE

- A. Precast Manhole Base, Barrel and Top Sections:
 - 1. Conform to ASTM C478-97 except as modified herein, and on the Drawings.
 - 2. Average strength of 4,000 psi at 28 days.
 - 3. Testing:
 - a. Determine concrete strength by tests on 6-inch by 12-inch vibrated test cylinders cured in the same manner as the bases, barrels and tops.
 - b. Have tests conducted at the manufacturer's plant or at a testing laboratory approved by the Engineer.
 - c. Have not less than 2 tests made for each 100 vertical feet of precast manhole sections.
- B. Manhole Steps
 - 1. Conform to ASTM C478-06 for load carrying capacity and pull out resistance.
 - 2. Acceptable Manufacturers:
 - a. Parson Environmental Products, Inc.
 - b. M. A. Industries, Inc.
 - c. Or equivalent.
- C. Frames and Covers:
 - 1. Acceptable Manufacturers:
 - a. Etheridge Foundry Co.
 - b. Neenah Foundry Co.
 - c. E. L. LeBaron Foundry Company.
 - d. Ti-Sales
 - e. Or equivalent.
- D. Masonry:
 - 1. Brick: Shall comply with the ASTM Standard Specifications for Sewer Brick (made from clay or shale), Designation C32, for Grade SS, hard brick.
 - 2. Cement: ASTM C-150.
 - 3. Hydrated Lime: ASTM C-207
 - 4. Sand: ASTM C33

- E. Waterproofing:
 - 1. Acceptable Manufacturers:
 - a. Minwax Fibrous Brush Coat, Minwax Co., N.Y., N.Y.
 - b. Tremco 121 Foundation Coating, Tremco Mfg. Co., Newark, N.J.
 - c. Or approved equal.

1.3 SUBMITTALS TO THE ARCHITECT/ENGINEER

- A. Submit shop drawings and manufacturer's literature in conformance with Section 01340 and the Standard General Conditions of the Construction Contract.
- B. Precast Manhole Sections: Submit test results and receive approval from the Engineer prior to delivery to the site.

PART 2 - PRODUCTS

2.1 PRECAST MANHOLE SECTIONS

- A. Dimensions, shall be as shown on the Drawings:
 - 1. Base & Riser Sections:
 - a. Diameter: As shown on the Drawings.
 - b. Length: As required.
 - c. Wall Thickness: Not less than 5 inches.
 - d. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
 - 2. Tops:
 - a. Diameter: Eccentric cone type, 24 inches I.D. at top, 48 inches I.D. at bottom unless otherwise shown on the Drawings.
 - b. Length: 4 feet.
 - c. Wall thickness: Not less than 5 inches at the base, tapering to not less than 8 inches at the top.
 - d. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
 - e. Exterior face of cone sections shall not flare out beyond the vertical.
 - 3. Flat Slab Tops:
 - a. Location: Where shallow installations do not permit the use of a cone-type top and where indicated on the Drawings.
 - b. Slab thickness: Not less than 6 inches.
 - c. Constructed to support an HS-20 wheel loading.
- B. Openings:
 - 1. Provide openings in the risers to receive pipes entering the manhole.
 - 2. Make openings at the manufacturing plant. Where approved by the Owner and Engineer, core openings and furnish and install boot.
 - 3. Size: To provide a uniform annular space between the outside wall of pipe and riser.
 - 4. Location: To permit setting of the entering pipes at the correct elevations.
 - 5. Openings shall have a flexible watertight union between pipe and the manhole base.

- a. Cast into the manhole base and sized to the type of pipe being used.
 - b. Type of flexible joint being used shall be approved by the Engineer. Install materials according to the Manufacturer's instructions.
 1. Lock Joint Flexible Manhole Sleeve made by Interpace Corporation.
 2. Kor N Seal made by National Pollution Control System, Inc.
 3. Press Wedge II made by Press-Seal Gasket Corporation.
 4. A-Lok Manhole Pipe Seal made by A-Loc Corporation.
 5. Or equivalent.
- C. Joints:
1. Joint gaskets to be flexible self seating butyl rubber joint sealant installed according to manufacturer's recommendations. Install a double row of joint sealants for every manhole joint. For cold weather applications, use adhesive with joint sealant as recommended by manufacturer.
Acceptable Materials:
 - a. Kent-Seal No. 2
 - b. Ram-Nek
 - c. Or equivalent.
 2. Joints between precast sections shall conform to related standards and manufacturer's instructions.
 3. All manholes greater than 6 ft. diameter and all manholes used as wet wells, valve pits and other dry-pit type structures shall be installed with exterior joint collars. The joint collar shall be installed according to the manufacturer's instructions. Acceptable materials:
 - a. MacWrap exterior joint sealer as manufactured by Mar-Mac Manufacturing Company.
 - b. Or equivalent.
- D. Waterproofing:
1. The exterior surface of all manholes shall be given two coats of bituminous waterproofing material at a application rate of 75 to 100 square feet per gallon, per coat.
 2. The coating shall be applied after the manholes have cured adequately and can be applied by brush or spray in accordance with the manufacturer's written instruction.
 3. Sufficient time shall be allowed between coats to permit sufficient drying so that the application of the second coat has no effect on the first coat.
- E. Frost Protective Wrapping:
1. The frost protective wrap shall be constructed of an ultraviolet resistant polyethylene material and shall be a minimum of 6 mils.

2.2 FRAMES AND COVERS

- A. Standard Units:
1. Made of cast iron conforming to ASTM A48-76, Class 30 minimum.
 2. Have machined bearing surfaces to prevent rocking.
 3. Castings shall be smooth with no sharp edges.
 4. Constructed to support an HS-20 wheel loading.

5. Dimensions and Style shall conform to the Drawings, Standard castings differing in non-essential details are subject to approval by the Engineer:
 - a. Covers - solid with sewer in 3-inch letters diamond pattern.
 - b. Frame - 24-inch diameter clear opening, with flange bracing ribs.
 6. Frame and cover shall meet H20 loading requirements.
- B. Water Tight Units (As Applicable):
1. Same features as above for Standard Units, with 22-inch diameter minimum clear opening.
 2. Sealing features:
 - a. Inner lid held by a bronze tightening bolt in a locking bar.
 - b. Neoprene gasket
 - c. Water tight pick hole.
 3. Minimum weight of frame and cover shall be 510 lbs.

2.3 MANHOLE STEPS

- A. Polyethylene coated steel safety type designed with a minimum concentrated live load of 300 pounds.
- B. Thoroughly clean all surfaces to be embedded with a suitable cleaning agent to ensure that the surfaces are free from all foreign matter such as dirt, oil and grease.
- C. The steps shall become thoroughly dry before being placed into the concrete.
- D. All steps shall be cast into walls of the precast section so as to form a continuous ladder with a distance of 12-inches between steps.

2.4 MASONRY

- A. Brick:
 1. Sound, hard, uniformly burned, regular and uniform in shape and size, compact texture, and satisfactory to the Engineer.
 2. Immediately remove rejected brick from the work.
- B. Mortar:
 1. Composition (by volume):
 - a. 1 part portland cement.
 - b. 1/2 part hydrated lime.
 - c. 4-1/2 parts sand.
 2. The proportion of cement to lime may vary from 1:1/4 for hard brick to 1:3/4 for softer brick, but in no case shall the volume of sand exceed 3 times the sum of the volume of cement and lime.
- C. Cement shall be Type II portland cement.
- D. Hydrated lime shall be Type S.
- E. Sand:
 1. Shall consist of inert natural sand.
 2. Grading:

<u>Sieve</u>	<u>Percent Passing</u>
3/8-inch	100
No. 4	95-100
No. 8	80-100

No. 16	50-85
No. 50	10-30
No. 100	2-10
Fineness Modulus	2.3 - 3.1

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. Precast Manhole Sections:
 - 1. Perform jointing in accordance with manufacturer's recommendations and as approved by the Engineer.
 - 2. Install riser sections and tops level and plumb.
 - 3. Make all joints watertight.
 - 4. When necessary, cut openings carefully to prevent damage to barrel sections and tops. Replace damaged manhole sections and tops at no additional cost to the Owner.
 - 5. When manhole steps are included in the Work, install barrel sections and tops so that steps are in alignment.
- B. Drop Manholes:
 - 1. The difference in elevation between the invert of the inlet pipe and outlet pipe is to be either less than 6-inches or more than 24-inches.
 - 2. Where difference in elevation between the invert of the inlet pipe to the invert of the outlet pipe exceeds 24 inches, construct a drop manhole as shown on the Drawings or as directed by the Engineer.
- C. Adjust to Grade:
 - 1. Adjust tops of manholes to grade with brick masonry.
 - 2. Concrete rings are **not** acceptable for adjusting to grade.
- D. Pipe Connections to Manholes: Connect pipes to manholes with joint design and materials approved by the Engineer.
- E. Invert Channels:
 - 1. Smooth and semicircular in shape conforming to the inside of the adjacent sewer section.
 - 2. Make changes in direction of flow with smooth curves having a radius as large as permitted by the size of the manhole.
 - 3. Stop the pipes at the inside face of the manhole where changes of direction occur.
 - 4. Form invert channels with brick.
 - 5. The maximum change in elevation from the invert of the inlet pipe to the invert of the outlet pipe is 6-inches. Shape invert to make smooth transition in vertical grade.
 - 6. Slope the floor of the manhole to the flow channel, as shown on the Drawings.
- F. Masonry:
 - 1. Laying Brick:
 - a. Use only clean bricks in brickwork for manholes.

- b. Moisten the brick by suitable means until they are neither so dry as to absorb water from the mortar nor so wet as to be slippery when laid.
 - c. Lay each brick in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and thoroughly bond as directed.
 - d. Construct all joints in a neat workmanlike manner. Construct the brick surfaces inside the manholes so they are smooth with no mortar extending beyond the bricks and no voids in the joints. Maximum mortar joints shall be 1/2 inch.
 - e. Outside faces of brick masonry shall be plastered with mortar from 1/4-inch to 3/8-inch thick.
 - f. Completed brickwork shall be watertight.
2. Curing:
- a. Protect brick masonry from drying too rapidly by using burlaps which are kept moist, or by other approved means.
 - b. Protect brick masonry from the weather and frost as required.
- G. Frames and Covers:
1. Set all frames in a full bed of mortar, true to grade and concentric with the manhole opening.
 2. Completely fill all voids beneath the bottom flange to make a watertight fit.
 3. Place a ring of mortar at least one inch thick around the outside of the bottom flange, extending to the outer edge of the manhole all around its circumference.
 4. Clean the frame seats before setting the covers in place.
- H. Plugging and Patching:
1. Fill all exterior cavities with non-shrink grout and with bituminous waterproofing once the concrete and mortar has set.
 2. Touch up damaged water proofing.
- I. Cleaning:
1. Thoroughly clean manholes, steps, frames and covers of all debris and foreign matter.
- J. Bedding and Backfilling:
1. Bedding of manholes shall be 6 inches of 3/4" screened stone. Filter fabric shall be furnished and installed on the prepared subgrade in wet areas as directed by the Engineer.
 2. Backfill a minimum of 18 inches all around manhole with gravel borrow.
- K. Frost Protective Wrap:
1. The Contractor shall comply with the manufacturer's instructions for the particular conditions of installations in each case.
 2. Clean each manhole exterior of all dirt and remove any sharp protrusions.
 3. Apply two (2) 6-inch wide vertical strips of bituminous waterproofing material and/or duct tape from the top to bottom of the manhole per layer.
 4. Prior to installing pipe through each manhole or valve pit, wrap each manhole to the maximum depth of frost penetration, but not less than 5 feet below grade, with four (4) layers of the polyethylene material by beginning the wrap at the

adhesive strip and proceeding around the manhole, valve pit, etc., continuously by overlapping the adhesive strip by 24 inches on the final layer. Cut the polyethylene wrap in areas where piping exits the manhole. The size of the cut is to be equivalent to the pipes outside diameter.

5. Tuck and pleat the polyethylene wrap at the top of each manhole in a continuous manner, minimizing the size of each fold. Extend the polyethylene wrap past the top of the manhole frame and temporarily tuck the remainder inside the frame, until final backfill and paving.
6. In paved areas, cut the polyethylene wrap flush with the manhole rim after the pavement is in place.
7. In unpaved areas, pull the polyethylene wrap together, and tie around frame with galvanized wire.
8. Protect the installed frost barrier from harmful weather exposures and from possible physical abuses, where possible by prompt installation of concealing work or, where that is not possible, by temporary covering or enclosure.
9. Backfill around the manhole/frost barrier with material as outlined in Section 02200 - Earthwork.

3.2 MANHOLE TESTING

A. General:

1. Assembling manhole sections shall be completed in the presence of the Engineer.
2. All testing must be performed in the presence of the Engineer.
3. Any visual defects noted by the Engineer shall be corrected by the Contractor.

B. Manhole Repairs:

1. Correct leakage by reconstruction, replacement of gaskets and/or other methods as approved by the Engineer.
2. The use of lead-wool or expanding mortar will not be permitted.

C. After the manholes have been backfilled and prior to final acceptance, any signs of leaks or weeping visible inside the manholes shall be repaired and the manhole made watertight.

D. Vacuum Test:

1. The manhole shall be tested by a vacuum test after assembly of the manhole, connection piping and backfilling. Vacuum testing to be conducted prior to construction of invert channels.
2. Plug all lifting holes completely with non-shrink grout.
3. Properly tighten all boot clamps and brace all plugs to prevent them from being sucked into the manhole.
4. Install the testing equipment according to the manufacturer's instructions.
5. A vacuum of 10 inches of Hg shall be drawn on the manhole and the loss of 1 inch of Hg vacuum timed. The manhole shall be considered to have passed the test if the time for the loss of 1 inch of Hg vacuum is:
 - a. Not less than 2 minutes for manholes less than 10-feet deep.
 - b. Not less than 2.5 minutes for manholes 10 to 15-feet deep.

- c. Not less than 3 minutes for manholes more than 15-feet deep.
6. If the manhole fails the initial test, the Contractor shall locate the leak(s) and make repairs. The manhole shall be retested until a satisfactory test result is obtained.

END OF SECTION

SECTION 02622

POLYVINYL CHLORIDE (PVC) NON-PRESSURE PIPE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Provide and install PVC non-pressure pipe and fittings of the size(s) and type(s) and in the location(s) shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere: (When Applicable)

1. Excavation and backfill, dewatering, borrow and bedding material, and cleaning and testing requirements are specified in the appropriate sections of this division.
2. Pipe & Pipe Fittings is specified in this Division and Division 15.

1.2 QUALITY ASSURANCE

A. Manufacturers:

1. Certain-Teed.
2. J-M Manufacturing.
3. Or equivalent.

1.3 SUBMITTALS TO THE ENGINEER

- A. Submit shop drawings in accordance with the General Conditions of the Construction Contract.
- B. Submit manufacturer's "Certification of Conformance" that pipe and fittings meet or exceed the requirements of these Specifications.
- C. Submit other documents as specified in the appropriate Sections of this Division.

1.4 DELIVERY STORAGE AND HANDLING

- A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
 1. Defects and damage
 2. Deviations beyond allowable tolerances for joint dimensions.
 3. Removal of debris and foreign matter.
- D. Examine area and structures to receive piping for:
 1. Defects, such as weak structural components that adversely affect the execution and quality of work.
 2. Deviations beyond allowable tolerance for pipe clearances.
- E. All materials and methods not meeting the requirements of the Contract Documents will be rejected.
- F. Immediately remove all rejected materials from the project site.

2.1 MATERIALS

A. Pipe and Fittings:

1. The polyvinyl chloride pipe and fittings, including those required for stubs, shall conform to ASTM standard specification for PVC Sewer Pipe and Fittings, Designation D 3034 (SDR 35) (4" to 15").
2. Straight pipe shall be furnished in lengths of not more than 13 feet.
3. Saddles will not be allowed.

B. Joints:

1. Joints for the polyvinyl chloride pipe shall be push-on joints using factory installed elastomeric ring gaskets.
2. The gaskets shall be securely fixed into place by the manufacturer so that they cannot be dislodged during joint assembly.
3. The gaskets shall be of a composition and texture which is resistant to common ingredients of sewage and industrial wastes, including oils and ground water, and which will endure permanently under the conditions of the proposed use.
4. The joints shall conform to ASTM Specifications for Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals, Designation D3212-76.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Inspection:

1. Each pipe unit shall be inspected before being installed. No single piece of pipe shall be laid unless it is generally straight.
2. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inch per foot of length.
3. If a piece of pipe fails to meet this requirement for straightness it shall be rejected and removed from the site.
4. Any pipe unit or fitting discovered to be defective either before or after installation shall be removed and replaced with a sound unit.

B. Jointing:

1. All pipe and fittings shall be cleared of all debris, dirt, etc., before being installed and shall be kept clean until accepted in the completed work.
2. Pipe and fittings shall be installed to the lines and grades indicated on the drawings or as required by the Engineer. Care shall be taken to insure true alignments and gradients.
3. All joint surfaces shall be cleaned. Immediately before jointing the pipe, the bell or groove shall be lubricated in accordance with the manufacturer's recommendation.
4. Each pipe unit shall than be carefully pushed into place without damage to pipe or gasket. Suitable devices shall be used to force the pipe units together so that they will fit with a minimum open recess inside and outside and have tightly sealed joints. Care shall be taken not to use such force as to wedge apart and split the bell or groove ends.
5. Joints shall not be "pulled" or "cramped" unless permitted by the Engineer.

- C. Service Connections:
 - 1. All service connections to new pipe shall utilize a wye fitting.
 - 2. All service connections must enter the top half of the mainline pipe.
- D. Pipe Deflection:
 - 1. Pipe provided under this specification shall be installed so there is no more than a maximum deflection of 5.0 percent. Such deflection shall be determined via CCTV inspections of the sewer line by the Owner.
 - 2. Should the installed pipe fail to meet this requirement, the Contractor shall do all work to correct the problem as the Engineer may require without additional compensation.
- E. Testing:
 - 1. Clean and test pipe in accordance with appropriate sections of this division.

END OF SECTION

SECTION 02628

HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish, install and test all polyethylene pipe, pipe fittings and appurtenances of the type(s) and size(s) and in the location(s) as shown on the Drawings and as herein specified.
- B. Related Work Specified Elsewhere:
 - 1. "Pipe and Pipe Fittings - General" is specified in Section 15050.
 - 2. "Earthwork" is specified in Section 02200.

1.2 QUALITY ASSURANCE

- A. Pressure rating or pressure class of pipe as shown on the Drawings or specified herein.
- B. Standards:
 - 1. ANSI/AWWA C901-02: Standard for Polyethylene (PE) Pressure Pipe and Tubing, ½" (13 mm) through 3" (76 mm) for Water Service.
 - 2. AWWA C 906-99: Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4" (100 mm) through 63" (1,575 mm) for Water Distribution and Transmission.
 - 3. ASTM D 2657-97: Standard Practice for Heat Joining Polyolefin Pipe and Fittings.
 - 4. ASTM D 2683-98: Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.
 - 5. ASTM D 2837-04: Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products.
 - 6. ASTM D 3261-03: Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing.
 - 7. ASTM D 3350-02a: Standard Specification for Polyethylene Plastic Pipe and Fittings Materials.
 - 8. ASTM F 1055-98e1: Standard Specification for Electrofusion type Polyethylene Fittings for Outside Diameter Controlled Polyethylene Pipe and tubing.
 - 9. NSF/ANSI-61-2003e: Standard for Drinking Water Systems Components - Health Effects, NSF International, Ann Arbor, MI.
 - 10. CSA B 137.1-2002: Polyethylene Pipe, Tubing, and Fittings for Cold-Water Pressure Services.
 - 11. ASTM F2164, Standard Practice for Field Leak Testing of Polyethylene (PE) Piping Systems Using Hydrostatic Pressure.

12. Manufacturers of high density polyethylene pipe, fittings, adapters, and couplings must be certified under ISO 9000, Quality Management Systems - Fundamentals and Vocabulary, International Organization for Standardization (ISO), Geneva, Switzerland.
 13. 49 CFR 192 subpart F, 192.281, selected requirements for plastic joints; 192.282, requirements for qualifying joining procedures; 192.285, specifies qualifying persons to make joints; and 192.287, specifies inspection of joints.
 14. Fusion Operators: Operators shall meet the minimum qualification requirements outlined in 49 CFR 192 subpart F, 192.285 and shall have documented experience with successful butt fusion of pipe larger than 24 inch diameter.
 15. Joint Fusion Data: Fusion plate temperature (°F), interfacial fusion pressure (psi), interfacial contact fusion time (sec.), and cooling time (min.) shall be recorded by data logger for computer download or recorded by the operator(s) in a field book for each joint fusion completed.
 16. Pipe deemed damaged or unacceptable to the Engineer shall be replaced at no additional cost to the Owner. Pipe shall be adequately protected during storage to prevent external damage to the pipe side wall or ends. Pipe will gouged side walls will be rejected by the Engineer.
 17. Exterior pipe markings shall include the nominal pipe diameter, SDR, and rated working pressure.
- C. Acceptable Pipe and Fitting Supplier/Manufacturers:
1. PolyPipe, Inc. "PW Pipe"
 2. KWH Pipe, "Sclairpipe"
 3. Performance Pipe
 4. "Isco-Pipe"
 5. "Poly-Cam"
 6. "Friatec"
 7. Vari-Tech "Performance Pipe"
 8. Independent Pipe Products, Inc.
 9. Or approved equal.

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with the applicable section of Division 1 and the General Conditions of the Construction Contract.
- B. Submit manufacturer's "Certification of Conformance" that pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.
- C. Submit experience statement for operator(s) to complete the pipe fusion to demonstrate the minimum experience and qualification requirements described in paragraph 1.2.B.14.
- D. Following pipe construction, submit joint fusion data in an electronic spreadsheet format as a record to document joint fusion quality control.
- E. Submit manufacturers installation instructions and specifications for all fittings, couplings, adapters, saddles, etc.

PART 2 - PRODUCTS2.1 MATERIALS

- A. Pipes shall be DIPS with SDR ratings as indicated in the pipe schedule.
- B. Polyethylene compounds utilized in the manufacture of products furnished under this specification shall be listed in PPI TR-4, have a grade of PE34 with a minimum cell classification of PE 345464C for PE 3408 materials, as defined in ASTM D3350. Pipe shall be in conformance with AWWA C901, AWWA C906, or CSA B137.1. They shall have a PPI recommended Hydrostatic Design Basis (HDB) of 1600 psi (PE3408) at a temperature of 73.4°F (23°C).
- C. All materials which come in contact with water, including lubricants, shall be evaluated, tested and certified for conformance with NSF/ANSI Standard 61.
- D. Clean re-work material of the same type grade, and cell classification generated from the manufacturer's own pipe and fitting production may be used by the same manufacturer as long as the pipe, tubing and fittings produced meet all the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- E. Pipe and tubing furnished under this specification shall be manufactured using compounds complying with the requirements above. Dimensional and performance characteristics shall conform to the requirements of AWWA C901, AWWA C906, or CSA B137.1.
- F. The polyethylene compound shall be suitably protected against degradation by ultraviolet light by means of carbon black, well dispersed in a concentration of not less than 2%.
- G. The polyethylene resin compound shall have a resistance to environmental stress cracking as determined by procedure detailed in ASTM D 1693 with sample preparation by procedure C of ASTM D 1928 of not less than 40 hours.
- H. Pipe shall be homogeneous throughout and free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- I. Polyethylene fittings shall be of the same type, material and pressure rating as the pipe itself for all pressurized pipeline applications.
- J. Polyethylene fittings shall be molded style for diameters up to 12 inches and fabricated style for diameters larger than 12 inches.

2.2 PIPE SCHEDULE

PIPE IDENTIFICATION	DIA. (inches)	SDR	IPS/DIPS	WORKING PRESSURE RATING (PSI)	DE-BEAD REQUIRED INSIDE PIPE
LPS - Grinder Pump Service	Various	11	IPS	160	No
SDS - Storm Drain Service	Various	11	IPS	160	No

2.3 ADAPTERS AND COUPLINGS (As Applicable)

- A. Polyethylene Mechanical Joint Adapter
 - 1. For joining IPS or DIPS size polyethylene pipe to any ANSI/AWWA C153 ductile iron fitting and valve.
 - 2. Molded from NSF listed PE 3408 resin.
 - 3. Adaptor shall meet requirements of AWWA C901, 906.
 - 4. Adaptor kit to include anchor fitting, heavy duty ductile iron retainer gland ring, gasket, and long tee-bolts, and rubber gasket.
 - 5. Provide stainless steel stiffeners as necessary.
- B. Polyethylene Flanged Adapter
 - 1. For joining IPS or DIPS size polyethylene pipe to ANSI B16.1, ANSI B16.5, or ANSI A21.10 (AWWA C110) flange as required.
 - 2. Molded from NSF listed PE 3408 resin.
 - 3. Adaptor kit to include ductile iron backing ring, gasket, and long tee-bolts, and rubber gasket.
 - 4. Adaptor shall meet requirements of AWWA C901, 906.
- C. Polyethylene Wall Anchor
 - 1. For restraining polyethylene pipe in cast-in-place concrete headwall.
 - 2. Molded from NSF listed PE 3408 resin.
 - 3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
 - 4. IPS or DIPS to match required pipe size.
- D. Polyethylene Electrofusion Coupling
 - 1. For joining plain ends of polyethylene pipe where butt fusion is not practical as approved by the Engineer.
 - 2. Molded from NSF listed PE 3408 resin or fabricated from pipe meeting NSF requirements with an integral heating element and electrical leads to connect the heating element power supply.
 - 3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
- E. Polyethylene Electrofusion Saddle
 - 1. For installation corporation stops in HDPE pipe for water service connection or manual air release valve.
 - 2. Molded from NSF listed PE 3408 resin with an integral heating element and electrical leads to connect the heating element power supply.
 - 3. Pressure rating and size shall be the same as the required pipe and fitting SDR.
- F. Threaded HDPE Transition Adapter, Unions, and Threaded Adapters
 - 1. For joining polyethylene pipe to threaded fittings and valve ends (NPT).
 - 2. HDPE end of transition adapters be SDR rated to match required pipe SDR.
 - 3. HDPE end of transition adapters shall be molded from NSF listed PE 3408 resin.
 - 4. All metallic materials shall be constructed of Hastelloy C-276
 - 5. Coupling transition end shall be Male NPT.
 - 6. IPS or DIPS to match required pipe size.
- G. Blind Flanges

1. Molded from NSF listed PE 3408 resin.
2. Pressure rating and size shall be the same as the required pipe and fitting SDR.

2.4 FABRICATION

A. Thermal Butt-Fusion:

1. Join the pipe to itself, or to the polyethylene fittings or to the flange connections by means of thermal butt-fusion.
2. Have all fusion performed by personnel trained by the pipe supplier or other qualified persons, using tools approved by the pipe supplier.
3. The polyethylene fittings and flanged connections to be joined by thermal butt-fusion shall be from the same type, grade and class of polyethylene compound as the polyethylene pipe unless otherwise approved.
4. Joint strength must be equal to that of the adjacent pipe.

B. Socket Fusion (When Applicable)

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

C. Electrofusion (When Applicable)

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

D. Flanged Joints

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

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

PART 3 - EXECUTION

3.1 INSTALLATION OF PIPES AND FITTINGS

- A. Install pipe and fittings in accordance with the Marine Installations Chapter of PPI Handbook of Polyethylene Piping and C906 (4 in. to 63 in. diameter).
- B. Install joint and transition adapters in accordance with the manufactures recommendations.
- C. Refer to the drawings and Section 02200 for additional bedding and backfill requirements.
- D. Joining surfaces must be clean and dry.
- E. Pipe must not be dumped, dropped, pushed or rolled into the trench. Provide appropriate equipment to lift move and lower the pipe into the trench as necessary.
- F. Service Connections:
 - 1. All service connections to new pipe shall utilize a wye branch or tee fitting; and shall be of the same type, material and pressure rating as the mainline pipe.
 - 2. Pressure sewer service connections between the property line and the pressure sewer main, or sewer main, in the street shall be 1-1/4 inch diameter HDPE pipe.

3.2 TESTING

- A. Joint Quality
 - 1. 12" diameter and smaller - On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.
 - 2. All fused joints shall be visually inspected by qualified fusion operators and the Engineer during construction to assure uniform alignment and beading.
- B. Leak Test
 - 1. Refer to Section 15050 for testing.

END OF SECTION

SECTION 02650BURIED UTILITY MARKINGSPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. This work shall consist of providing and installing utility line markings above all buried lines (main and service) installed as part of this contract and replacing existing markings disturbed as part of this contract.

B. Related Work Specified Elsewhere:

1. Pipe, excavation, backfill, insulation are specified in the appropriate Sections in this Division.

PART 2 - PRODUCTS2.1 MATERIALS

- A. Marking tape color shall be in accordance with latest American Public Works Association (APWA) Uniform Color Code and American National Standards Institute ANSI Standard Z535.1, Safety Color Code specifications for buried utility marking as noted in the Schedule below.

1. Schedule

Marker Color	Buried Utility
Blue	Potable Water & Associated lines
Green	Sanitary Sewers, Storm Drain and other Drain lines
Orange	Telecommunication, signal, alarm
Purple	Reclaimed, Recycled, Irrigation Water and Slurry Lines
Red	Electric Power lines cables conduits and lighting cables
Yellow	Gas, Oil, Steam, Petroleum or Gaseous Material Lines

2. Warning Information shall be in Black Letters with typical wording of:

- a. "CAUTION: BURIED (NAME OF UTILITY LINE) BELOW"

- B. For ferrous pipe material use 0.004" minimum polyethylene film; 6" wide clearly marking type of buried utility.
- C. For non-ferrous pipe material (e.g. Concrete, PVC, PE, etc.) use detection tape composite of polyethylene and metallic core 6" wide clearly marking type of buried utility.
- D. Seton Identification Products, New Haven, CT, Utility Safeguard LLC or equal.

PART 3 - EXECUTION3.1 INSTALLATION

- A. Marking tape shall be installed over utility lines centerline and buried 24" below grade.
- B. Markings damaged during opening of trench shall be reinstalled with 2' overlap at broken sections.

END OF SECTION

SECTION 02751SEWER FLOW CONTROLPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: During the replacement of sewer lines and manholes, the contractor shall by-pass each section temporarily out of service. During sewer line joint testing the contractor shall control flows in sewer lines when they exceed 1/4 of the pipe diameter or when inspection of the complete periphery of the pipe is necessary to effectively conduct inspection operations.
- B. Related Work Specified Elsewhere:
 - 1. Sewer line cleaning is specified in the appropriate sections in this Division.
 - 2. Final sewer testing is specified in Division 2.

1.2 PERFORMANCE

- A. Plugging or Blocking:
 - 1. Insert plug at a manhole upstream of line to be inspected and tested.
 - 2. Plug shall be so designed that all or any portion of the sewage flows can be released.
 - 3. Flows shall be shut off or substantially reduced during line testing.
- B. Pumping and Bypassing:
 - 1. When required, supply the necessary pumps, conduits and other equipment (including standby equipment) to divert the flow of sewage around the line in which work is being performed.
 - 2. Furnish the necessary labor and 24-hour supervision to set up and operate the pumping and bypassing system.
 - 3. When required on a 24-hour basis, all engines shall be equipped with silencers.

END OF SECTION

SECTION 02753TELEVISION INSPECTION OF SEWERSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Furnish all necessary labor, materials, supervision and equipment to satisfactorily inspect gravity sewer lines and sewer service pipes as required by the Contract Documents by means of a closed circuit television system.
- B. Related Work Specified Elsewhere: Sewer line cleaning and sewer flow control are specified in the appropriate sections in this Division.

PART 2 - PRODUCTS2.1 MATERIALS AND EQUIPMENT

- A. The cameras shall be designed and constructed for sewer line inspection work. The mechanical design of the lens shall allow it to turn and rotate 360 degrees to provide a close up view of sewer pipe walls and sewer service pipes. The camera shall be designed to maintain proper orientation of the picture while the lens is turning and rotating.
- B. The cameras shall be operative in 100% humidity conditions.
- C. The lighting for the cameras shall be suitable to allow a clear picture of service pipes and the entire periphery of the mainline sewer pipe, such that joints, root intrusions, cracks, offset joints, deposits, etc. can be seen and identified by the Engineer.
- D. The lens focus and rotational capabilities and the light intensity will be remotely controlled from an above ground television "studio".
- E. The cameras shall produce a continuous, full color picture with a quality acceptable to the Engineer.

PART 3 - EXECUTION3.1 PERFORMANCE

- A. Flow Control:
 - 1. A minimum of 75% of the periphery of the sewer line shall be visible at all times.
 - 2. The Engineer may require that the line be plugged so that the entire periphery can be inspected. For details on sewer flow control, see Section 02751.
- B. Operation:
 - 1. Perform inspection of sewer lines after lines have been suitably cleaned.
 - 2. When inspecting newly constructed sewer lines, introduce water into the sewer lines to be tested from the upstream manhole prior to the television inspection, but no more than 24 hours in advance of the inspection.
 - 3. Lines will be suitably isolated from the remainder of the sewer line as required.
 - 4. Move the cameras through the line in either direction at a uniform rate as directed by the Engineer.

- 5. The Engineer may require Contractor to pull cameras back to get a second view of a section of the pipe.
- 6. Use manual winches, power winches, television cable reel powered rewinds, high-pressure hose and reels on jet-cleaning trucks, or a flexible pole, to move the camera through the sewer.
- 7. The screen monitor and winch operators shall be in full communication at all times.
- 8. Remove all wires, screens, sand bags, etc. used in the television inspection process from the sewers at the completion of inspection of each sewer section.

C. Measurement:

- 1. Measurement for location of defects, service connections, etc., shall be accurate to two tenths (0.2) of a foot over the length of the section being inspected.

D. Records:

- 1. Printed records shall be provided, reflecting location of defects, service connections, etc., shall be recorded and stored to "Wincan" digital reporting software (or equivalent):
 - a. Keep records and supply to the Engineer when the work has been completed.
 - b. Show the exact location in relation to adjacent manholes, of each infiltration point discovered by the television camera.
 - c. Show locations of laterals, unusual conditions, roots, break-in storm sewer connections, collapsed sections, presence of scale and corrosion, and other discernible features.
- 2. Inventory the houses and apparent empty lots bordering each section of sewer line that is inspected and compare results to the number and location of house services found during the inspection. Log inconsistencies and report them to the Engineer.
- 3. Video / Photographs:
 - a. A copy of the video shall be provided to the Engineer in DVD format.
 - b. The video shall be digitally recorded, indexed by pipe section (labeled by manhole number or other means acceptable to Engineer) and allow for printing of still photographs.
 - c. Photographs shall be printed at Engineer's request and shall be identified on the back as follows:

Date _____
 Section, MH# _____ to MH# _____
 Diameter of Sewer _____
 Distance from MH# _____ is _____
 Description of item photographed _____

END OF SECTION

SECTION 02755FINAL SEWER TESTINGPART 1 - GENERAL1.1 DESCRIPTION

A. Work Included:

1. Final sewer testing work includes the performance of testing and inspecting each and every length of sewer pipe (including sewer and storm drain services), pipe joints and each item of appurtenant construction.
2. Perform testing at a time acceptable to the Engineer, which may be during the construction operations, after completion of a substantial and convenient section of the work, or after the completion of all pipe laying operations.
3. Provide all labor, pumps, pipe, connections, gages, measuring devices and all other necessary apparatus to conduct tests.

B. Related Work Specified Elsewhere (When Applicable):

1. Excavation, backfill, dewatering, pipe, pipe fittings and manholes are specified in the appropriate Sections in this Division and/or Division 15.
2. Manhole testing is specified in Section 02601 - Manholes, Covers and Frames.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION3.1 PERFORMANCE

A. General:

1. All sewers, services, manholes, and appurtenant work, in order to be eligible for acceptance by the Engineer, shall be subjected to tests that will determine the degree of water tightness and horizontal and vertical alignment.
2. Thoroughly clean and/or flush all sewer lines to be tested, in a manner and to the extent acceptable to the Engineer, prior to initiating test procedures.
3. Perform all tests and inspections in the presence of the Engineer and the plumbing or building inspector in accordance with the requirements of the local and state plumbing codes.
4. Perform testing by test patterns determined by or acceptable to the Engineer.
5. Remedial Work:
 - a. Perform all work necessary to correct deficiencies discovered as a result of testing and/or inspections.
 - b. Completely retest all portions of the original construction on which remedial work has been performed.
 - c. Perform all remedial work and retesting in a manner and at a time acceptable to by the Engineer at no additional cost to the Owner.

- B. Line Acceptance Tests (Gravity sewers with no active service connections):
1. Test all gravity sewer lines with no active service connections for leakage by conducting a low pressure air test.
 2. Equipment:
 - a. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - b. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
 - c. All air used shall pass through a single central panel.
 - d. Connect 3 individual hoses:
 - (1) From the control panel to the pneumatic plugs for inflation,
 - (2) From the control panel to the sealed sewer line for introducing the low pressure air,
 - (3) From the sealed sewer line to the control panel for continually monitoring the air pressure rise in the sealed line.
 3. Testing Pneumatic Plugs:
 - a. Seal test all pneumatic plugs prior to using them in the actual test.
 - b. Lay one length of pipe on the ground and seal both ends with the pneumatic plugs to be tested.
 - c. Pressurize the sealed pipe to 5 psig.
 - d. The pneumatic plugs are acceptable if they remain in place without bracing.
 4. Testing Sewer Pipeline:
 - a. After the sewer pipe has been cleaned and the pneumatic plugs checked, place the plugs in the sewer line at each manhole and inflate them.
 - b. Introduce low pressure air into the sealed sewer pipeline until the air pressure reaches 4 psig greater than the average groundwater pressure.
 - c. Allow a minimum of 2 minutes for the air pressure to stabilize to a minimum of 3.5 psig greater than the groundwater pressure. Groundwater is assumed to be at ground surface unless the Contractor can prove by otherwise by test pitting.
 - d. After the stabilization period, disconnect the air hose from the control panel to the air supply.
 - e. The pipeline will be acceptable if the pressure decrease is not greater than 1/2 psig in the time stated in the following table for the length of pipe being tested:

<u>Pipe Diameter (inches)</u>	<u>Time (Min.) for Length of Pipe</u>			
	<u>0-100 ft</u>	<u>101-200 ft</u>	<u>201-300 ft</u>	<u>301-400 ft</u>
4	2.0	2.0	2.0	2.0
6	3.0	3.0	3.0	3.0
8	4.0	4.0	4.0	5.0
10	5.0	5.0	6.0	8.0
12	5.5	5.5	8.5	11.5

<u>Pipe Diameter (inches)</u>	<u>Time (Min.) for Length of Pipe</u>			
	<u>0-100 ft</u>	<u>101-200 ft</u>	<u>201-300 ft</u>	<u>301-400 ft</u>
15	7.0	8.5	13.0	17.0
18	8.5	12.0	19.0	25.0
21	10.0	17.5	26.0	35.0
24	11.5	23.0	34.0	45.5
27 and larger	14.5	29	43.0	58.0

6. Test Results:
 - a. If the installation fails the low pressure air test, determine the source of leakage.
 - b. Repair or replace all defective materials and/or workmanship and repeat low pressure air test at no additional cost to the Owner.
- C. Line Acceptance Tests (Gravity sewers with active services):
 1. Test all new gravity sewer lines with active services by conducting a low-pressure air test on all joints using a packer after all services have been connected or capped at the property line and all trenches backfilled but before the surface course of permanent pavement is installed.
 2. Equipment:
 - a. Closed-circuit television system.
 - b. Testing devices (packer):
 - (1) Capable of isolating individual joints by creating a sealed void space around the joint being tested.
 - (2) Constructed such that low pressure air can be admitted into the void area.
 - (3) Shall contain a pressure gauge accurate to one tenth (0.1) psi in-line with the feed line to monitor the void pressure.
 - (4) Capable of performing in sewer lines where flows do not exceed 1/4 of the pipe diameter without resorting to any method of flow control.
 3. Testing Sewer Pipeline Joints:
 - a. Test all joints except those with visible infiltration.
 - b. Procedure:
 - (1) Pull television camera through sewer line in front of the packer.
 - (2) Position the packer on each joint to be tested.
 - (3) Inflate the sleeves on each end of the packer.
 - (4) Apply four (4.0) psi pressure above the existing hydrostatic pressure on the outside of the joint to the void area created around the inside perimeter of the joint.
 - (5) Shut off the supply of air once the pressure has stabilized at the required amount.
 - (6) Monitor the void pressure for thirty (30) seconds.

- (7) Repair the joint if the pressure drops more than one half (1/2) psi in the thirty (30) seconds.
 - c. Water or chemical pressure testing may be used in lieu of air testing subject to review and approval by the Engineer.
 - d. Re-clean and re-inspect all lines not approved by the Engineer at no additional cost to the Owner.
 - e. Repairing of Joints:
 - 1. When a joint fails the pressure test, excavate and repair the failed joint. Repairing joints with chemical grout will not be permitted.
 - f. The Engineer may request checking of the testing equipment for accuracy.
 - 1. Perform standard air test on a clean continuous section of pipe.
 - 2. Repair the equipment if the void pressure drops.
 - g. Testing Operation Inspection:
 - 1. Reset each joint, as specified herein, prior to acceptance and final payment for joint testing. Retest all joints that fail until the test requirements are met.
 - h. The contractor will supply a black and white photograph of every joint that fails the pressure test.
- D. Alignment Tests (Gravity Sewers):
- 1. Perform tests for the correctness of horizontal and vertical alignment on each and every length of gravity sewer pipeline between manholes.
 - 2. Alignment tests to be conducted after all pipe has been installed and backfilled.
 - 3. The observation test shall be conducted after all upstream work has been completed and the pipeline cleaned of debris.
 - 4. Notify the Engineer at least 24 hours in advance of the proposed observation testing.
 - 5. Introduce water into the sewer lines to be tested from the upstream manhole prior to the observation test but no more than 24 hours in advance of the test.
 - 6. Beam a source of light, acceptable to the Engineer, through the pipeline from both ends and the Engineer will directly observe the light in the downstream, and/or upstream manhole of each test section.
 - 7. The length of pipe between manholes, diameter of pipe and amount of light observed in the manhole at the end of each pipe section will determine acceptance of the alignment test by the Engineer.
 - 8. The amount of vertical and horizontal deflection shall not be greater than the ASTM allowance and (manufacturer's recommendations) for the pipe being tested.
 - 9. No standing water shall be allowed. The presence of standing water shall be cause for rejection of that pipe (including manhole) section.
 - 10. Improper alignment will be corrected by re-excavation and resetting of pipe at no additional cost to the Owner.
- E. Pipe Deflection: (Gravity Sewers)
- 1. Pipe provided under this specification shall be installed so there is no more than a maximum deflection of 5.0 percent. Such deflection shall be computed by

- multiplying the amount of deflection (normal diameter less minimum diameter when measured) by 100 and dividing by the nominal diameter of the pipe.
2. The Contractor shall wait a minimum of 30 days after completion of a section of sewer, including placement and compaction of backfill, before measuring the amount of deflection by pulling a specially designed gage assembly through the completed section. The gage assembly shall be in accordance with the recommendations of the pipe manufacturer and be acceptable to the Engineer.
 3. Should the installed pipe fail to meet this requirement, the Contractor shall do all work to correct the problem as the Engineer may require without additional compensation.
- F. Television Inspection Tests (Gravity Sewers)
1. Where television inspection testing is required, test procedures shall be in compliance with the requirements outlined in Specification Section 02753.
 2. No standing water shall be allowed. The presence of standing water may be cause for rejection of that pipe.
 3. Any standing water, detectable leaks, improper joints or any other unacceptable feature detected by the television inspection will be corrected by re-excavation and resetting pipe at no additional cost to the Owner.
- G. Inspection of Appurtenant Installations:
1. Completely inspect, at a time determined by the Engineer, all manholes and inlets to ascertain their compliance with the Drawings and Specifications.
 2. Provide access to each manhole and inlet and check the following characteristics:
 - a. Shape and finish of invert channels,
 - b. Watertightness and finish of masonry structures,
 - c. Location, type, and attachment of stops,
 - d. Elevation and attachment of frames, covers, and openings,
 - e. Pattern and machining of covers, and
 - f. Drop connection arrangements.
- H. Testing Pressure Sewers:
1. The section of pipe to be tested shall be filled with water of approved quality, and all air shall be expelled from the pipe. If blowoffs are not available at high points for releasing air, the Contractor shall make the necessary excavations backfilling and taps at such points and shall plug said holes after completion of the test.
 2. The section under test shall be maintained full of water for a period of 24 hours prior to the combined pressure and leakage test being applied.
 3. Perform pressure and leakage test at 1-½ times the maximum system pressure or 100 psi which ever is greater (based on the elevation of the lowest point of the section under test and corrected to the gage location).
 4. While maintaining this pressure, the Contractor shall make a leakage test by metering the flow of water into the pipe. If the average leakage during a two-hour period exceeds a rate of 10 gallons per inch of diameter per 24 hours per mile of pipeline the section shall be considered as having failed the test. All joints within chambers and all flanged joints shall have no visible leakage.
 5. If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, and repair or replace the defective pipe,

fitting, or joint, all at his own expense and without extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test.

- I. Manhole Leakage Testing:
 1. Specified in the "Manholes, Covers and Frames" Section in Division 2.

END OF SECTION

SECTION 02910

LOW PRESSURE GRINDER PUMP

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish, install and test low pressure grinder pump, and appurtenances.
- B. The manufacturer shall furnish complete factory-built and tested grinder pump stations of the wet well-dry well type. The wet well shall consist of a grinder pump suitably mounted in a high density polyethylene (HDPE) basin. The unit shall have a separate dry well containing a NEMA 6P electrical quick disconnect, pump removal system, stainless steel shut-off valve, anti-siphon valve, and check valve assembled within the dry well basin. The unit shall also be supplied with a remote electrical alarm/disconnect panel, and all necessary internal wiring and controls. The pump shall be a semi-positive displacement type grinder unit. For ease of serviceability, all pump motor/grinder units shall be of like type and horsepower
- C. Related Work Specified Elsewhere:
 - 1. Earthwork is specified in Division 2.
 - 2. Concrete work is specified in Division 3.
 - 3. Pipe and Pipe Fittings are specified in Division 2 and 15.

1.2 QUALITY ASSURANCE

- A. GENERAL: The grinder pump stations shall conform to requirements for materials, installation, and equipment approvals of state, local, Underwriters Laboratories, Inc., NEC, NEMA, ASTM, NSF and other applicable codes.
- B. FACTORY TEST: Each grinder pump shall be submerged and operated for 5 minutes (minimum). Included in this procedure will be the testing of all ancillary components such as, the anti-siphon valve, check valve, discharge line, level sensors, and each unit's dedicated controls. All factory tests shall incorporate each of the above listed items. The actual controls, which will be installed in the field, shall be particular to the tested pump only. A common set of in-basin components and controls for all the pumps will not be acceptable. Certified test results shall be supplied showing the operation of each grinder pump at two (2) different points on its curve, with the maximum pressure no less than 80 psi. The City reserves the right to inspect such testing procedures at the grinder pump manufacturer's facility. All completed stations shall be factory leak tested to assure the integrity of all joints, seams and penetrations. All necessary penetrations such as inlets, discharge fittings and cable connectors shall be included in this test along with their respective sealing means (grommets, gaskets, etc.).
- C. Qualifications of Installers: For the installation and testing of the pump and motor use only thoroughly trained and experienced workmen who are familiar with the

requirements of the work and with the installation requirements of the manufacturer.

- D. Acceptable Manufacturers:
 - 1. Environment One Corporation - DH071.
 - 2. Or equivalent.

1.3 SUBMITTALS TO ENGINEER

- A. Descriptive Data Required:
 - 1. Pump, coupling and guard materials of construction.
 - 2. Maintenance data and operating instructions.
 - 3. Certified pump curve showing total head, pump input horsepower, pump efficiency and net positive suction requirements over specified capacity range.
 - 4. Manufacturer's literature and catalogue cuts including installation instructions, electrical and control data.
 - 5. Evidence of an established service program including complete spare parts and service manuals
 - 6. Reference List

1.4 DELIVERY, STORAGE AND HANDLING

- A. Exercise reasonable care to protect pump and appurtenances from damage before, during and after installation.
- B. Grinder Pump units shall be delivered to the job site, completely (100%) assembled, except where partial disassembly is required by transportation regulations or for protection of components. The grinder pump stations shall have been factory tested and shall be ready for installation. Each grinder pump unit shall be individually mounted on wooden pallets
- C. If damage does occur, immediately make all repairs and replacements necessary to the satisfaction of the Engineer and at no costs to the Owner.

1.5 WARRANTY

- A. The grinder pump manufacturer shall provide a parts and labor warranty on the complete station and accessories for a period of TWENTYFOUR (24) MONTHS after notice of Owner's acceptance. Any defects found during the warranty period will be reported to the manufacturer by the owner. The Warrantee shall be a 100 % on-site warrantee. Repair will be made free of charge and be made on-site by an authorized service center within 24 hours of notice given to the manufacturer by the City.
- B. Clogging or jamming of the grinder assembly for any reason is also covered by warranty.
- C. The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of sewage solids such as paper, sanitary napkins, disposable diapers, wood, plastic, glass, rubber, and the like to finely divided particles which will pass freely through the passages of the pump and the 1-1/4 inch diameter discharge piping.

1.6 PUMPING SCHEDULE

- A. The pump(s) shall be capable of delivering 15 GPM against a rated total dynamic head of 0 feet (0 PSIG), 11 GPM against a rated total dynamic head of 92 feet (40 PSIG), and 7.8 GPM against a rated total dynamic head of 185 feet (80 PSIG). The pump(s) must also be capable of operating at negative total dynamic head without overloading the motor(s). Under no conditions shall in-line piping or valving be allowed to create a false apparent head. The pump shall be capable of intermittent (three minute minimum) at any head.
- B. Maximum pump speed: 1725 RPM
- C. 1 horsepower maximum, 240 V, 1 Phase.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Iron casings, shapes and bars: ASTM A48 Class 30
- B. Other Materials: Applicable ASTM specifications unless otherwise specified.
- C. Corrosion Protection: All materials exposed to wastewater shall have inherent corrosion resistance or protection: i.e., cast iron, HDPE, stainless steel, PVC.

2.2 EQUIPMENT TYPE AND DESIGN

- A. Include all equipment, control, accessories and appurtenances necessary to make complete systems. Complete, Factory Built, UL Listed, Package Lift Station of the Wet well-Dry well Type: Consisting of:
 - 1. The self contained “core” unit which contains the semi-positive displacement pump, electrical quick disconnect, and level sensors, and all controls necessary to operate the pump unit.
 - 2. The tank with a wet well and separate integral dry well accessway, discharge piping, pump removal system, electrical quick disconnect, shut-off ball valve, anti-siphon valve, check valve and other appurtenances.
 - 3. Electrical wiring
 - 4. Alarm disconnect panel

2.3 CORE UNIT

- A. GENERAL: Each grinder pump core unit shall consist of a cartridge-type easily removable module comprising a pump motor, grinder, liquid level controls, electrical quick disconnect, discharge check valve, anti-siphon valve, 304 stainless steel discharge piping and necessary internal wiring. The controls included in the core unit shall provide for fully automatic operation of the grinder pump assembly, and no external control panel shall be required for normal operation of the grinder pump unit. The core unit shall be installed in the basin by the manufacturer. Field assembly of the pump and controls into the basin is not acceptable because of potential workmanship issues and increased installation time. In some cases, stations taller than 96” may be shipped on their side without the cores assembled in the basin for freight purposes but this is the only exception. The core unit shall seal to the tank deck with a stainless steel latch assembly. The watertight integrity of the core unit shall be established by factory test at a minimum pressure of 5 psig.

Core unit shall have two (2) lifting eyes connected to its top housing to facilitate removal of the core unit from the tank when necessary.

- B. PUMP: The pump and controls (core unit) shall be installed in the basin by the manufacturer. The pump shall be a custom designed, integral, vertical rotor, motor driven, solids handling pump of the progressing cavity type with a single mechanical seal. Double radial O-ring seals are required at all casting joints to minimize corrosion and create a protective barrier. All pump castings shall be cast iron, fully epoxy coated to 8-10 mil Nominal dry thickness, wet applied. The rotor shall be through-hardened, highly polished, precipitation hardened stainless steel. The stator shall be of a specifically compounded ethylene propylene synthetic elastomer. The material shall be suitable for domestic wastewater service. Its physical properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, excellent aging properties, and outstanding wear resistance..
- C. ROTOR: The pump rotor shall be through-hardened highly polished precipitation hardened stainless steel.
- D. STATOR: Stator material shall be an ethylene propylene synthetic elastomer compounded for use in domestic sewage service. Its properties shall include high tear and abrasion resistance, grease resistance, water and detergent resistance, temperature stability, good aging properties, and wear resistance. The Stator shall be designed and mounted in such a way as to accommodate rotor run-out and permit direct connection of the rotor to the motor shaft with no intermediate flexible coupling.
- E. GRINDER: The grinder shall be placed immediately below the pumping elements and shall be direct-driven by a single, one-piece motor shaft. The grinder impeller assembly shall be securely fastened to the pump motor shaft by means of a threaded connection attaching the grinder impeller to the motor shaft. Attachment by means of pins or keys will not be acceptable. The grinder will be a one-piece, forged 4140 cutter wheel of the rotating type with inductively hardened cutter teeth (Rockwell 55-58c) for abrasion resistance. A stationary quench hardened and ground shredding ring shall be provided. The shredding ring will have a staggered tooth pattern with only one edge engaged at a time, maximizing the cutting torque. This assembly shall be dynamically balanced and operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. Sufficient vortex action shall be created to scour the tank free of deposits or sludge banks which would impair the operation of the pump. These requirements shall be accomplished by the following, in conjunction with the pump:
 - 1. The grinder shall be positioned in such a way that solids are fed in an upward flow direction.
 - 2. The maximum flow rate through the cutting mechanism must not exceed 4 feet per second. This is a critical design element to prevent jamming and as such must be adhered to.
 - 3. The inlet shroud shall have a diameter of no less than 5 inches. Inlet shrouds that are less than 5 inches in diameter will not be accepted due to their

- inability to maintain the specified 4 feet per second maximum inlet velocity which by design prevents unnecessary jamming of the cutter mechanism and eliminates blinding of the pump by large objects blocking the inlet shroud.
4. The impeller mechanism must rotate at a nominal speed of no greater than 1800 rpm.
 5. The grinder shall be capable of reducing all components in normal domestic sewage, including a reasonable amount of "foreign objects," such as paper, wood, plastic, glass, rubber and the like, to finely-divided particles which will pass freely through the passages of the pump and the 1-1/4" diameter stainless steel discharge piping.
- E. **ELECTRIC MOTOR:** As a maximum, the motor shall be a 1 HP, 1725 RPM, 240 Volt 60 Hertz, 1 Phase, capacitor start, ball bearing, air-cooled induction type with Class F installation, low starting current not to exceed 30 amperes and high starting torque of 8.4 foot pounds. The motor shall be press-fit into the casting for better heat transfer and longer winding life. Inherent protection against running overloads or locked rotor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. This motor protector combination shall have been specifically investigated and listed by Underwriters Laboratories, Inc., for the application. Non-capacitor start motors or permanent split capacitor motors will not be accepted because of their reduced starting torque and consequent diminished grinding capability. The wet portion of the motor armature must be 300 Series stainless. To reduce the potential of environmental concerns, the expense of handling and disposing of oil, and the associated maintenance costs, oil-filled motors will not be accepted
- F. **MECHANICAL SEAL:** A mechanical seal shall be provided to prevent leakage between the pump and the motor cavity. The seal shall have a stationary ceramic seat and a carbon rotating sealing surface with faces precision lapped and held in position by a stainless steel spring. The stationary face of the mechanical seal shall be mounted in a precision machined counter bore in a cast housing to assure long-term concentricity with the motor shaft. The use of plastic components shall not be deemed acceptable given the potential for creep in the critical alignments that could promote seal failure.
- G. **INTEGRAL CHECK VALVE** The pump discharge shall be equipped with a factory installed, gravity operated, flapper-type integral check valve built into the stainless steel discharge piping. The check valve will provide a full-ported passageway when open, and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. Moving parts will be made of a 300 series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating even at a very low back-pressure. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The working pressure of the valve shall be at least 235 psi. Ball type check valves are unacceptable due to their limited sealing capacity in slurry applications.
- H. **ANTI-SIPHON VALVE:** The pump discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the

stainless steel discharge piping. Moving parts will be made of 300 series stainless steel and fabric-reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. A nonmetallic hinge shall be an integral part of the flapper assembly, providing a maximum degree of freedom to ensure proper operation even at a very low pressure. The valve body shall be injection-molded from an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices, due to their tendency to clog from the solids in the slurry being pumped. Anti-siphon port diameter shall be no less than 60% of the inside diameter of the pump discharge piping.

- J. DISCHARGE PIPING: Discharge piping shall be factory installed. It shall be 304 stainless steel. A four-foot long flexible connector shall also be supplied as part of the outdoor grinder pump assembly. The connector shall be 1-1/4 inch, IPS, SDR 11 HDPE piping. The tank end shall have a 304 stainless steel, multi-level mechanical transition piece hydraulically compressed onto the polyethylene pipe. The tank side shall be 1-1/4 inch male NPT threads and the street side shall be plain end pipe with a 1-1/4 inch x 1-1/2 inch compression coupling suitable for either 1-1/2 inch SDR-21, SDR-26 or SDR 11 HDPE pipe. The transition fittings shall be designed so that as the internal pressure within the pipe increases, the sealing surface area on the barb increases. Under zero internal pressure the compression strain and tensional strain created by the compression of the multi-level barbs is greater than the stresses created by the relaxation and/or thermo expansion and contraction. The entire assembly shall be rated for 160 Psi working pressure.
- K. CONTROLS: All necessary motor starting controls shall be located in the cast iron enclosure of the core unit secured by stainless steel fasteners. Locating motor starting controls in a plastic enclosure is not acceptable. Wastewater level sensing controls shall be housed in a separate enclosure from motor starting controls. Level sensor housing must be sealed via a radial type seal; solvents or glues are not acceptable. Level sensing control housing must be integrally attached to pump assembly so that it may be removed from the station with the pump and in such a way as to minimize the potential for the accumulation of grease and debris accumulation, etc. Level sensing housing must be a high-impact thermoplastic copolymer over-molded with a thermo plastic elastomer. Non-fouling wastewater level controls for controlling pump operation shall be accomplished by monitoring the pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and with excellent impact resistance. The air column shall have only a single connection between the water level being monitored and the pressure switch. Any connections are to be sealed radially with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be an integral to the pump core assembly in a single, readily-exchanged unit. Depressing the push to run button must operate the pump even with the level sensor housing removed from the pump.

All fasteners throughout the assembly shall be 300 Series stainless steel. High-level sensing will be accomplished in the manner detailed above by a separate air

column sensor and pressure switch of the same type. Closure of the high-level sensing device will energize an alarm circuit as well as a redundant pump-on circuit. For increased reliability, pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. Float switches of any kind, including float trees, will not be accepted due to the periodic need to maintain (rinsing, cleaning) such devices and their tendency to malfunction because of incorrect wiring, tangling, grease buildup, and mechanical cord fatigue. To assure reliable operation of the pressure switches, each core shall be equipped with a factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes. Tube or piping runs outside of the station tank or into the tank mounted junction boxes providing pressure switch equalization will not be permitted due to their susceptibility to condensation, kinking, pinching, and insect infestation. The grinder pump will be furnished with a 6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements with a **FACTORY INSTALLED** NEMA 6P EQD half attached to it.

- L. ELECTRICAL WIRING: The grinder pump shall be furnished with a 32 foot length of 6 conductor 12 gauge, type SJOW cable, pre-wired and watertight with NEMA 6P electrical quick disconnect to meet UL requirements. There shall be no junction box required in the station.
- M. SERVICEABILITY: The grinder pump core unit shall have two lifting eyes complete with polypropylene lift-out harness connected to its top housing to facilitate easy core removal when necessary. All mechanical and electrical connections must provide easy disconnect accessibility for core unit removal and installation. All maintenance tasks for the grinder pump station must be possible without entry of the grinder pump station. (as required by OSHA 1910.146 Permit required confined spaces) “Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant’s body breaks the plane of an opening into the space.”
- N. MAINTENANCE: It is the intent of this specification that the pump station and associated appurtenances such as level controls, oil changes, grinding mechanism require no periodic maintenance. If periodic maintenance is required, it shall be performed by the pump system supplier at no cost to the owner for the life of the unit.

2.4 TANK AND INTEGRAL ACCESS WAY

- A. **WET WELL:** The wet well shall have a nominal capacity of 70 gallons and be made of high density polyethylene of either an extrusion grade or injection molding grade selected for environmental stress cracking resistance. Corrugated sections are to be made of a double wall construction with the internal wall being generally smooth to promote scouring. Corrugations of outside wall are to be of minimum amplitude of 1 1/2" to provide necessary transverse stiffness. Any incidental sections of a single wall construction are to be a minimum .250 inch thick. All seams created during tank construction are to be thermally welded and factory tested for leak tightness. Tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum burial depth. All station components must function normally when exposed to maximum external soil and hydrostatic pressure. The tank shall be furnished with one EPDM grommet fitting to accept a 4.50" OD DWV pipe.
- B. **DRY WELL:** The dry well shall be an integral extension of the wet well assembly and include a lockable cover assembly providing low profile mounting and watertight capability. The dry well design and construction shall facilitate field adjustment of station height in increments of 4" or less without the use of any adhesives or sealants requiring cure time. The station shall have all necessary penetrations molded in and factory sealed. No field penetrations shall be acceptable.
- C. **DISCHARGE PIPING:** All discharge piping shall be constructed of 304 Series Stainless Steel. The discharge shall terminate outside the accessway bulkhead with a stainless steel, 1 1/4 inch female NPT fitting. The discharge piping shall include a stainless steel ball valve rated for 235 psi WOG; PVC ball valves or brass ball/gate valves will not be accepted. The bulkhead penetration shall be factory installed and warranted by the manufacturer to be watertight.
- D. The drywell shall include a single NEMA 6P electrical quick disconnect (EQD) for all power and control functions, factory installed with accessway penetrations warranted by the manufacturer to be watertight. The EQD will be supplied with a minimum of 32', 25' of useable electrical supply cable (ESC) outside the station, to connect to the alarm panel. The (ESC) shall be installed in the basin by the manufacturer. Field assembly of the ESC into the basin is not acceptable because of potential workmanship issues. The EQD requires no tools for assembly, seals against water before the electrical connection is made, and includes radial seals to assure watertight seal regardless of tightening torque. Plug-type connections of the power cable onto the pump housing will not be acceptable due to the potential for leaks and electrical shorts. . The quick disconnect shall also be capable of mating with a standby generator to control the pump. No separate control panel shall be required. A junction box shall not be permitted in the accessway. The accessway shall also include an integral 2-inch vent to prevent sewage gases from accumulating in the tank.

2.5 ENGINEERED THERMOPLASTIC SERVICE LATERAL COMPONENTS

- A. The Pump System Manufacturer shall furnish prefabricated service lateral fitting kits (exclusive of piping) suitable for installation on HDPE piping for each pump. Each consisting of one (1) pre-fabricated combination curb stop/check valve assembly with curb box. All plastic valves and fittings are to be molded from engineered thermo plastic resins. All polypropylene and nylon fittings shall be tested for resistance to aging, pressure rating, tensile strength and flexural strength. All components shall incorporate compression fitting connections for easy, reliable installation of piping. All fittings and valves shall be rated for 150 psi service.
- B. The pre-fabricated service lateral assemblies are to be 100% hydrostatically tested to 150 psi in the factory.
- C. All plastic valve and fitting components are to be tested for compliance with ASTM D1599 (Categories 7.1.1, 7.2.2, and 7.2.3). Components shall be tested against the requirements of ASTM D2513 (Categories 6.10.1 and 6.10.2).
- D. All pipe connections shall be made using compression fitting connections including a Buna-N O-ring for sealing to the outside diameter of the pipe. A split collar locking device shall be integrated into all pipe connection fittings to securely restrain the pipe from hydraulic pressure and external loading caused by shifting and settling.
- E. The compression fittings shall be designed so that as the internal pressure within the pipe increases, the sealing surface area on the barb increases. Under zero internal pressure the compression strain and tensional strain created by the compression of the multi-level barbs is greater than the stresses created by the relaxation and/or thermo expansion and contraction.
- F. Glass filled nylon valves shall be pressure tight in both directions. The tee-head shall include a ratcheting feature to prevent breaking from over-torquing the valve handle. Buna-N O-rings shall be used to provide a redundant, watertight seal on the stem. A spherical, Teflon filled polypropylene ball shall be supported in molded, Teflon seats to provide watertight seals in either direction, as well as maximum flow capacity and ease of operation. Valves shall be designed to withstand a working pressure of 150 psi minimum.
- G. Check Valve shall be injection molded from non-corroding, glass fiber reinforced PVC for durability. The check valve flapper shall include a non-fouling, integral hinge made from fabric reinforced synthetic elastomer to assure corrosion resistance, dimensional stability, fatigue strength and trouble free operation. The check valve will provide a full-ported passageway and shall introduce a friction loss of less than 6 inches of water at maximum rated flow. A non-metallic hinge shall be an integral part of the flapper assembly providing a maximum degree of freedom to assure seating at low back pressure.
- H. Curb boxes shall be constructed of iron filled polypropylene to provide durability and magnetic detectability. All components shall be inherently corrosion resistant to assure durability in the ground. Curb boxes shall provide height adjustment downward (shorter) from their nominal height.

2.6 ALARM DISCONNECT PANEL

- A. Each grinder pump station shall include a NEMA 4X, UL-listed alarm panel suitable for wall or pole mounting. The NEMA 4X enclosure shall be manufactured of thermoplastic polyester to ensure corrosion resistance. The enclosure shall include a hinged, lockable cover with padlock, preventing access to electrical components, and creating a secured safety front to allow access only to authorized personnel. The enclosure shall not exceed 10.5" W x 14" H x 7" D, or 12.5" W x 16" H x 7.5" D if certain options are included.
- B. The alarm panel shall contain one (1) 15-amp, double-pole circuit breaker for the pump core's power circuit and one (1) 15-amp single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel are to be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.
- C. The alarm panel shall include the following features: external audible and visual alarm; push-to-run switch; push-to-silence switch; redundant pump start; and high level alarm capability. The alarm sequence is to be as follows when the pump and alarm breakers are on:
 - 1. When liquid level in the sewage wet-well rises above the alarm level, audible and visual alarms are activated, the contacts on the alarm pressure switch activate, and the redundant pump starting system is energized.
 - 2. The audible alarm may be silenced by means of the externally mounted, push-to-silence button.
 - 3. Visual alarm remains illuminated until the sewage level in the wet-well drops below the "off" setting of the alarm pressure switch.
- D. The visual alarm lamp shall be inside a red, oblong lens at least 3.75" L x 2.38" W x 1.5" H. Visual alarm shall be mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the bottom of the enclosure, capable of 93 dB @ 2 feet. The audible alarm shall be capable of being deactivated by depressing a push-type switch that is encapsulated in a weatherproof silicone boot and mounted on the bottom of the enclosure (push-to-silence button).
- E. The entire alarm panel, as manufactured and including any of the following options shall be listed by Underwriters Laboratories, Inc.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. In accordance with Manufacturer's Instructions.
- B. Make piping connections to pump station only after it has been properly aligned and secured in place.

3.2 START-UP AND TRAINING

- A. In accordance with Manufacturer's Instructions.

END OF SECTION

SECTION 03319CONCRETE CRADLES, ARCHES, ENCASEMENTS & THRUST BLOCKSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Furnish and construct cradles, supports, arches, encasements, thrust blocks and other miscellaneous concrete for pipes in the location(s) and of the dimension(s) and shapes shown on the Drawings, and as required to rigidly support pipes.

PART 2 - PRODUCTS2.1 MATERIALS

- A. Concrete Mixture:
1. Minimum strength at 28 days (psi) - 3000
 2. Maximum size, coarse aggregate (inches) - 1-1/2
 3. Percent air - 5
 4. Maximum slump (inches) - 3
 5. Minimum cement factor (pounds) - 564
 6. Maximum water/cement ration - 253
- B. Aggregates - ASTM C33
- C. Cement - Portland cement ASTM C150 Type I
- D. Reinforcement - ASTM A615, Grade 60

PART 3 - EXECUTION3.1 INSTALLATION

- A. Construct cradles, supports, arches, encasements, and thrust blocks the full width of the trench and/or as shown on the Drawings.
- B. Secure pipe to prevent movement and floatation during the placement of the concrete.
- C. Place polyethylene sheeting (6 mils, minimum thickness) against all fittings, valves, etc. prior to placement of concrete for thrust blocks. Keep concrete clear of bolts and joints.

END OF SECTION

SECTION 15050PIPE & PIPE FITTINGS - GENERALPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Furnish, install, support, and test pipe and pipe fittings of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere (When Applicable):
 - 1. Excavation and backfill are specified in Division 2.
 - 2. Concrete cradles, arches, and encasements are specified in Division 3.
 - 3. Pipe materials are specified in the appropriate sections of Division 2 and/or Division 15.
- C. Other Trades: Cooperate with all other trades whose work is to be coordinated with piping work.

1.2 REFERENCES

- A. American National Standards Institute (ANSI)
 - 1. ANSI B31.1 – Power Piping
 - 2. ANSI B31.3 – Process Piping
 - 3. ANSI B31.4 – Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohol.
 - 4. ANSI B31.5 – Refrigeration Piping
 - 5. ANSI B31.9 – Building Services Piping
 - 6. ANSI B31.8 – Gas Transmission and Distribution Piping Systems

1.3 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01340 and the General Conditions of the Construction Contract.
- B. Submit manufacturer's "Certification of Conformance" that pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.
- C. Submit other documents as specified in the appropriate Sections of this Division.
- D. Submit (where applicable) complete pipe support system design stamped by a Professional Engineer registered in the State of Maine with at least 5 years of experience in the analysis and design of similar system within the last 5 years. The piping system analysis and design shall conform to ANSI B31. The support system shall be designed for dead weight and dynamic analysis, including system thermal effects, pressure thrusts and seismic forces.
 - 1. Each piping system shall be presented in an isometric graphic and shall show the resolved and resultant force and moment systems as well as all recommended hangers, supports, anchors, restraints and expansion/flexible joints.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Exercise care during loading, transporting, unloading, and handling to prevent damage of any nature to interior and exterior surfaces of pipe and fittings.
- B. Do not drop pipe and fittings.
- C. Store materials on the project site in enclosures or under protective coverings in accordance with manufacturer's recommendations and as required by the Engineer.
- D. Assure that materials are kept clean and dry.
- E. Do not store materials directly on the ground.
- F. Follow manufacturer's specific instructions, recommendations and requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials are specified in Division 2.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
 - 1. Defects and damage.
 - 2. Deviations beyond allowable tolerances for joint dimensions.
 - 3. Removal of debris and foreign matter.
- D. Examine areas and structures to receive piping for:
 - 1. Defects that may adversely affect the execution and quality of work.
 - 2. Deviations beyond allowable tolerances for pipe clearances.
- E. All materials and methods not meeting the requirements of this Contract will be rejected.
- F. Immediately remove all rejected materials from the project site.
- G. Start work only when conditions are corrected to the satisfaction of the Engineer.

3.2 INSTALLATION

- A. General:
 - 1. Install all pipe and fittings in strict accordance with the manufacturer's instructions and recommendations and as specified herein and shown on the Contract Drawings.
 - 2. Install all pipes and fittings in accordance with the lines and grades shown on the Drawings and as required for a complete installation.
 - 3. Install adapters, acceptable to the Engineer, when connecting pipes constructed from different materials.

- B. Installation in Trenches:
1. Firmly support the pipe and fittings on bedding material as shown on the Drawings and as specified in the appropriate Sections of these Specifications.
 2. Do not permanently support the pipe or fittings on saddles, blocking stones, or any material which does not provide firm and uniform bearing along the outside length of the pipe.
 3. Thoroughly compact the material under the pipe to obtain a substantial unyielding bed shaped to fully support the pipe.
 4. Excavate suitable holes for the joints so that only the barrel of the pipe receives bearing pressure from the supporting material after placement.
 5. Lay each pipe length so it forms a close joint with the adjoining length and bring the inverts to the required grade.
 6. Set the pipe true to line and grade.
 7. Do not drive the pipe down to grade by striking it with a shovel handle, timber, rammer, or any other unyielding object.
 8. Immediately after making a joint, fill the holes for the joints with bedding material, and compact.
 9. When each pipe length has been properly set, place and compact enough of the bedding material between the pipe and the sides of the trench to hold the pipe in correct alignment.
 10. After filling the sides of the trench, place and lightly tamp bedding material to complete the bedding as shown on the Drawings.
 11. Take all necessary precautions to prevent floatation of the pipe in the trench.
 12. Bedding and backfill for all pipe materials shall be as specified in Section 02200, Earthwork, and as shown on the Drawings.
- C. Temporary Plugs:
1. When pipe installation work in trenches is not in progress, close the open ends of the pipe with temporary watertight plugs.
 2. If water is in the trench when work is resumed, do not remove plugs until all danger of water entering the pipe is eliminated.
 3. Do not use the pipelines as conductors for trench drainage during construction.

3.3 CLEANING AND TESTING

- A. Cleaning & Testing Piping - General:
1. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.
 2. When the installation is complete, test all pipelines in the presence of the Engineer and the plumbing or building inspector in accordance with the requirements of the local and state plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner. When requested by the Engineer or local plumbing inspector, building gravity drains shall be tested prior to backfilling or concealing. All other piping must be tested after backfilling.

3. Equipment: Supply all labor, equipment, materials, taps, gauges, and pumps required to conduct the tests.
 4. Retesting: Perform all retesting required by the Engineer at no additional cost to the Owner.
- B. Outside Potable Water Piping:
1. Pressure Test (CLASS I):
 - a. CLASS I Pressure Testing shall be performed in accordance with Section 4 of AWWA Standard C600.
 - b. Pressure and leakage tests are required and will be conducted concurrently.
 - c. Hydrant branch gate valves shall remain open during this test.
 - d. The hydrostatic pressure shall be at the test pressures noted on the Drawings based on the elevation of the lowest point in the Section under test. If no test pressure is indicated, perform pressure and leakage test at 1-1/2 times the maximum system pressure or 150 psi, whichever is greater (based on the elevation of the lowest point of the section under test and corrected to gauge location). Test duration shall be two (2) hours.
 - e. Leakage, if any, shall be equal to or less than the amounts as determined by Section 4.2 of AWWA C 600.

$$L = \frac{SD\sqrt{P}}{133,200}$$

L = allowable leakage in gallons per hour

S = length of pipe tested, in feet

D = nominal diameter of pipe, in inches

P = average test pressure, in pounds per square inch

- f. The Contractor shall furnish and install corporation stops, taps and lengths of line as required to conduct the testing.
2. Disinfection of Pipelines:
 - a. Chlorinate all new potable water lines in accordance with the procedure outlined in AWWA C651. (Section 5.1 deleted)
 - b. Review locations of chlorination and sampling points with the Engineer prior to beginning disinfection.
 - c. Use a dosage which will produce an initial minimum concentration of 25 mg/l and not less than 10 mg/l chlorine residual after a contact period of 24 hours.
 - d. During the chlorination period, exercise care to prevent the contamination of water in the existing water main.
 - e. After chlorination, flush the piping with clean potable water until the residual is that prevailing in the existing system or less than 0.5 mg/l.
 - f. The Contractor shall furnish and install corporation stops, taps, lengths of pipe as required to conduct testing.
 - g. Dispose of chlorinated water as per AWWA C651, Appendix B.
 3. Bacteriological Testing:

- a. Test all new potable water lines for total coliform bacteria at no additional cost to the Owner.
 - b. The length of pipe to be tested and the time of the test itself shall be as approved in advance by the Engineer.
 - c. The Engineer will observe the taking of samples.
 - d. Have all samples tested by a laboratory certified by the State and submit test results to the Engineer.
 - e. Any segment of a potable water line shall be considered unsuitable for service if a coliform bacteria count is obtained from that sample or if results show a high non-specific bacteria level.
 - f. Re-disinfect all segments of piping considered unsuitable and retest. Continue to disinfect and test until satisfactory results are obtained.
 - g. Place piping into service when it has been successfully tested for pressure, leakage and total coliform bacteria and has been accepted by the Engineer.
- C. Outside Sewer Lines (CLASS II): CLASS II pipe testing shall be performed in accordance with Section 02755.
- D. All Other Piping Systems:
1. CLASS IV and CLASS V Hydrostatic Pressure Test:
 - a. The section of pipe to be tested shall be filled with water of approved quality, and all air shall be expelled from the pipe. If blowoffs are not available at high points for releasing air the Contractor shall make the necessary excavations, backfilling and taps at such points and shall plug said holes after completion of the test.
 - b. The section under test shall be maintained full of water for a period of 24 hours prior to the combined pressure and leakage test being applied.
 - c. CLASS IV - Perform pressure and leakage test at the test pressure shown on the Pipe Schedule. If no test pressure is indicated, perform pressure and leakage test at 1-½ times the maximum system pressure or 100 psi which ever is greater (based on the elevation of the lowest point of the section under test and corrected to the gauge location).
 - d. CLASS V - Perform pressure and leakage test at the test pressure shown on the Pipe Schedule. If no test pressure is indicated, perform pressure and leakage test at 1-1/2 times the maximum system pressure or 20 psi which ever is greater (based on the elevation of the lowest point of the section under test and corrected to the gauge location).
 - e. While maintaining this pressure, the Contractor shall make a leakage test by metering the flow of water into the pipe. If the average leakage during a two-hour period on buried pipelines exceeds a rate calculated by the equation in paragraph 3.3,B,1,e of this Specification Section, the section shall be considered as having failed the test. All pipes within structures and chambers and all flanged joints shall have no visible leakage.
 - f. If the section fails to pass the pressure and leakage test, the Contractor shall do everything necessary to locate, uncover, and repair or replace the defective pipe, fitting, or joint, all at his own expense and without

extension of time for completion of the work. Additional tests and repairs shall be made until the section passes the specified test.

2. Connection to Work by Others.
 - a. If work involves connection of pipe lines to pipes or structures provided by others, pressure tests pipe line prior to making the connection.
 - b. After successfully passing the pipe line pressure test, make the necessary connections to the work by others, and pressure test the connection.
 - c. The connection shall be pressurized to the pipe line test pressure, for a minimum of 4 hours. The connection shall have no visible leakage.
 - d. Correct any leakage at no cost to the Owner and retest until connection passes.
3. Cleaning: Perform all specialized cleaning as specified or required by system.

3.4 PIPE SCHEDULE

SYMBOL	DESCRIPTION	LOCATION	SIZE RESTRICTIONS	MATERIAL	JOINT SYSTEM	PRESSURE TESTING CLASS (PRESSURE)
S	SEWER	EXTERIOR	LESS THAN 30"	SDR 35 PVC	PUSH-ON	CLASS III
SS	SEWER SERVICE	WITHIN RIGHT-OF-WAY	6-INCH	SDR 35 PVC	PUSH-ON	CLASS III
		ON PRIVATE PROPERTY TO 5 FEET FROM THE BUILDING	4-INCH	SDR 35 PVC	PUSH-ON	
LPS	GRINDER PUMP SERVICE	EXTERIOR		SDR 11 HDPE	HDPE WELD	CLASS IV
SDS	STORM DRAIN SERVICE	WITHIN RIGHT-OF-WAY	6-INCH	SDR 11 HDPE	HDPE WELD	CLASS IV
		ON PRIVATE PROPERTY TO 5 FEET FROM THE BUILDING	4-INCH	SDR 11 HDPE	HDPE WELD	CLASS IV

IF A SPECIFIC PRESSURE IS NOT INDICATED IN PARENTHESES AFTER THE PRESSURE TESTING CLASS, USE THE TEST PRESSURE INDICATED IN THE SPECIFICATION WRITE UP FOR THAT GENERAL PIPE PRESSURE TESTING CLASS.

END OF SECTION

SECTION 15088

COUPLINGS & CONNECTORS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install couplings and connectors of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere: "Pipe & Pipe Fittings - General" is specified in this Division.

1.2 QUALITY ASSURANCE

- A. Minimum pressure rating equal to that of the pipeline in which they are to be installed.
- B. Couplings and connectors, other than those specified herein, are subject to the Engineer's approval.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All Couplings and Connectors:
 - 1. Gasket Materials: Composition suitable for exposure to the liquids to be contained within the pipes.
 - 2. Diameters to properly fit the specific types of pipes on which couplings and connectors are to be installed.
- B. Sleeve Type Couplings (When Applicable):
 - 1. Exposed Couplings (When Applicable):
 - a. Steel middle ring,
 - b. Two steel follower rings,
 - c. Two wedge-section gaskets,
 - d. Sufficient steel bolts to properly compress the gaskets,
 - e. Acceptable Manufacturers:
 - (1) Dresser Manufacturing Co. - Style 38,
 - (2) Rockwell - Style 431,
 - (3) Or equivalent.
 - 2. Buried Couplings (When Applicable):
 - a. Cast iron or epoxy coated steel middle rings with pipe stops removed,
 - b. Two malleable iron or epoxy coated steel follower rings with ribbed construction,
 - c. Two wedge-section gaskets,
 - d. Sufficient AWWA C-111 or galvanized steel nuts and bolts to properly compress the gaskets,

- e. Acceptable Manufacturers:
 - (1) Dresser Manufacturing Co. - Style 38 and/or 153,
 - (2) Rockwell - Style 431, and/or 441,
 - (3) Or equivalent.
- C. Split Type Couplings (When Applicable):
 - 1. Constructed from malleable or ductile iron.
 - 2. For use with grooved or shouldered end pipe with minimum wall thickness as required so as not to weaken pipe.
 - 3. Cast in two segments for 3/4 inch through 14 inch pipe sizes, four segments for 15 inch through 24 inch pipe sizes, and six segments for pipe sizes over 24 inch.
 - 4. Coating: Enamel.
 - 5. Bolts: Carbon steel.
 - 6. All gaskets shall be Manufacturers Standard or as required for intended service with respect to fluid, temperature and pressure.
 - 7. Acceptable Manufacturers:
 - a. Victaulic Company of America, Style 77 for IPS Pipe, Style 31 for Ductile Iron Pipe.
 - b. Star Pipe Products,
 - c. Or equivalent.
- D. Flanged Adapters (When Applicable):
 - 1. For joining plain end or grooved end pipe to flanged pipes and fittings.
 - 2. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.
 - 3. Exposed Sleeve Type:
 - a. Constructed from steel.
 - b. Coating: Enamel.
 - c. Bolts: Carbon steel or ASTM A588 steel.
 - d. Acceptable Manufacturers:
 - (1) Dresser Manufacturing Co. - Style 128 for cast iron, ductile iron and steel pipes with diameters of 2 inches through 96 inches,
 - (2) Smith Blair
 - (3) Or equivalent.
 - 4. Buried Sleeve Type:
 - a. Constructed from cast iron.
 - b. Bolts: ASTM A588 steel or galvanized steel.
 - c. Acceptable Manufacturers:
 - (1) Dresser Manufacturing Co. - Style 127 locking type for cast iron, ductile iron, asbestos cement and steel pipes with diameters of 3 inches through 12 inches,
 - (2) Smith Blair
 - (3) Or equivalent.
 - 5. Split Type:

- a. Constructed from malleable or ductile iron.
 - b. For use with grooved or shouldered end pipe.
 - c. Coating: Enamel.
 - d. Acceptable Manufacturers:
 - (1) Victaulic Company of America - Style 741 for IPS pipe, or Style 341 for Ductile Iron Pipe, for pipe diameters of 2 inches through 12 inches,
 - (2) Victaulic Company of America - Style 742 for IPS pipe, or Style 342 for Ductile Iron Pipe, for pipe diameters of 14 inches through 16 inches,
 - (3) Star Pipe Products,
 - (4) Or equivalent.
- E. Flexible Joints:
- 1. Expansion Joints:
 - a. Materials shall be capable of withstanding the temperature, pressure and type of material in the pipeline.
 - b. Shall be the filled arch type that will prevent sediment build up for all sludge, sewage, and other lines with similar service.
 - c. Supplied with control rods to restrict elongation and compression.
 - d. Metal retaining rings shall be split and bevelled galvanized steel for placement against the flange of the expansion joint.
 - 2. Deflection Joints:
 - a. Joints designed to permit a nominal maximum deflection of 15 degrees in all directions from the axis of the adjacent pipe length, will prevent pulling apart, and will remain watertight at any angle of deflection under 15 degrees.
 - b. Material to be manufactured from a composition material suitable for exposure to the liquid, pressure and temperature to be contained within the pipe.
 - c. Supplied with control rods as required.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Sleeve Type Couplings (When Applicable):
- 1. Thoroughly clean pipe ends for a distance of 8 inches from the ends prior to installing couplings, and use soapy water as a gasket lubricant.
 - 2. Slip a follower ring and gasket (in that order) over each pipe and place the middle ring centered over the joint.
 - 3. Insert the other pipe length into the middle ring the proper distance.
 - 4. Press the gaskets and followers evenly and firmly into the middle ring flares.
 - 5. Insert the bolts, finger tighten and progressively tighten diametrically opposite nuts uniformly around the adapter with a torque wrench applying the torque recommended by the manufacturer.
 - 6. Insert and tighten the tapered threaded lock pins.

7. Insert the nuts and bolts for the flange, finger tighten and progressively tighten diametrically opposite bolts uniformly around the flange to the torque recommended by the manufacturer.
- B. Split Type Flange Adapters (When Applicable): Install in the same manner as Split Type Couplings.
- C. Buried Cast Iron Couplings, Adapters and Connectors (When Applicable): Thoroughly coat all exterior surfaces, including nuts and bolts, after assembly and inspection by the Engineer with a heavy-bodied bituminous mastic as approved by the Engineer.
- D. Buried Epoxy Coated Steel Couplings: Thoroughly coat all exterior surfaces, including nuts and bolts after assembly and inspection by the Engineer with a coal tar approved by the Engineer. Prior to coating, roughen the epoxy with emory paper and follow with a solvent cleaner (aeromatic similar to xylol). Dry film thickness of the coal tar is to be 12-16 mils.
- E. Install thrust rods, supports, and other provisions to properly support pipe weight and axial equipment loads.
- F. All interior sleeve interior couplings shall be restrained with tie rods when used on pressurized lines. All buried couplings on pressure lines shall be restrained (solid sleeve) type.

END OF SECTION

SECTION 15092PIPE SLEEVES & SEALSPART 1 - GENERAL1.1 DESCRIPTION

- A. Work Included: Furnish and install wall sleeves and seals of the type(s) and sizes(s) and in the location(s) shown on the Drawings and specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Pipe and Pipe Fittings - General is specified in Section 15050

1.1 QUALITY ASSURANCE

- A. Provide and install all sleeves of the types specified herein, as shown on the Drawings and as directed by the Engineer.

PART 2 - PRODUCTS2.1 TYPES AND LOCATIONS

- A. Rubber Link Seals:
 - 1. Multi-rubber link type with pressure plates, bolts, nuts and sealing element providing a leak proof seal.
 - 2. General Service:
 - a. Glass Reinforced Nylon Pressure Plate.
 - b. Carbon steel zinc-phosphated nut and bolt.
 - c. Sealing element: EPDM rubber.
 - d. -40°F. to 250°F. rating.
 - 3. Corrosive Service: (Where Applicable):
 - a. Use: Sludge tanks, scum tanks, digesters, wetwells, manholes, as shown on the Drawings.
 - b. Glass Reinforced Nylon Pressure Plate.
 - c. Bolt and nut, 18-8 stainless steel.
 - d. Sealing element: EPDM rubber.
 - 4. Acceptable Manufacturers:
 - a. Link Seal by Thunderline Company
 - b. Innerlynx by Advance Products and Systems
 - c. Or equivalent.
 - 5. Refer to details on Process Drawings.

PART 3 - EXECUTION3.1 INSTALLATION

- A. Rubber Link Seals: Install as required and in strict accordance with the manufacturer's instructions and recommendations.

END OF SECTION

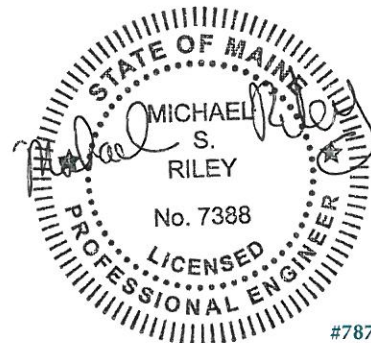


An integrated team of geospatial, engineering, and natural resource consultants,
Sewall partners with clients to create practical, sustainable solutions.

Specifications for Stillwater Avenue Water Main Replacement

Prepared for:
Old Town Water District

30 October 2012



#78710E

Offices nationwide
sewall.com

800 648 4202
info@sewall.com

TABLE OF CONTENTS

01010	Summary of Work
01055	Subsurface Information/Utility Conflicts
01150	Measurement and Payment
802.1	Ductile Iron Pipe
802.1	Ductile Iron Fittings
823.311	Resilient Seated Gate Valves
823.334	Valve and Service Boxes
823.375	Buried Service Butterfly Valves
825.32	Curb Stops and Corporation Cocks
825.42	Copper Tube & Fittings
827.301	Rock Excavation – Water Main
827.33	Rigid Trench Insulation
830.21	Temporary Water Service

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

Work Included:

- A. Water main replacement including removal and salvage of existing 8” main, installation of 12” replacement water main and all appurtenances, and connections to existing mains. Some temporary water service will be required on this project. The contractor shall be required to maintain uninterrupted water service throughout the duration of the project.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 01055

SUBSURFACE INFORMATION/UTILITY CONFLICTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Subsurface Information Not Guaranteed: Subsurface information shown in the Contract Documents is for general information of the bidders and is not guaranteed. Any changes will have to be accomplished by MaineDOT Change Order.
- B. Underground Utility Conflicts:

Condition 1 - Utilities Shown on the Plans

- 1. A utility is assumed to be "shown" on the plans if 1) the approximate location is shown or indicated on the plans or addendum, or 2) the information could reasonably have been discovered by the Contractor's inquiries with utilities during the bidding process.
- 2. The Contractor must protect the utility from damage and repair the utility if damage does occur at no additional cost to the Owner.
- 3. If the utility cannot be protected or repaired in its original location because of a direct on-grade conflict, the Contractor must permanently relocate the utility, if the new pipeline cannot be field adjusted. The Contractor may be allowed an increase in price, time, or both, to accomplish the relocation only if the following actions are taken:
 - a. The change in scope of work must be accomplished with an MaineDOT change order.
 - b. Engineer has been notified prior to the relocation.
 - c. Adequate measures to verify the additional costs have been established prior to the work being done.

Condition 2 - Utilities NOT Shown on the Plans

- 4. Any utility, which does not meet the definition of Condition 1, Paragraph '1' above, is assumed to be "not shown".
- 5. When the Contractor encounters a "not shown" utility, the Engineer shall be notified immediately and a determination made as to whether the "not shown" utility will significantly delay the Contractor's progress as defined in the Contract Documents.

6. The Contractor must protect, repair, or permanently relocate the utility. If a delay is caused, the Contractor may be allowed an increase in the contract price, time, or both, only if the following actions are taken:
 - a. The change in scope of work must be accomplished with an MaineDOT change order.
 - b. The Engineer has been notified prior to the relocation.
 - c. Adequate measures to verify the additional costs have been established prior to the work being done.

C. Utility Contacts: Utilities known to be in the area are as follows:

<u>Utility</u>	<u>Owner</u>	<u>Contact</u>	<u>Telephone</u>
Water	Old Town Water District	Frank Kearney	827-2145
Sewer	Old Town Water District	Frank Kearney	827-2145
Storm Drain	City of Old Town	John Rouleau	827-3974
Electricity	Bangor Hydro Electric	Scott Richardson	941-6628
Telephone	Fairpoint Communications	Karen Burns	866-984-2001
Cable	Time Warner Cable	Steve Bosse	800-833-2253
Dig Safe			888-344-7233

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. For all items other than those to be paid for by lump sum amounts, the MaineDOT requires agreement on quantities at the completion of each day of construction. The Engineer will make daily measurements to determine the quantities of various items of work accepted as the basis for final close out. Payment for quantities on a lump sum project will be made to the Contractor only with the authorization of Change Order approved by the Owner and the Contractor. MaineDOT requires daily agreements on quantities.
- B. The Contractor, in case of unit-price items, shall be paid for the actual amount of work accepted and the actual amount of materials in place, as shown by final measurement except as provided for in Section 01150.1.2.A.
- C. All units of measurement shall be standard U.S. convention as applied to the specific items of work by tradition and as interpreted by the Engineer.
- D. These complete forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made.

1.2 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of construction, if these actual quantities (other than “plan quantities”) show either an increase or decrease from the quantities given in the Proposal Form, the Contract Unit Prices will still prevail, except as provided hereinafter.
- B. The Contractor shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tool, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the work and until its final acceptance by the Owner, and for all risks of every description connected with the execution of the work, except as provided herein, also for expenses incurred in consequence of the suspension of the work as herein authorized.
- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall diminish the obligation of the Contractor to repair

or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.4 OMITTED ITEMS

- A. Should any items contained in the proposal form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.5 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses, according to and in compliance with MaineDOT Standard Specifications Section 108.2.
- B. No monthly payments shall be required to be made when, in the judgment of the Engineer the work is not proceeding in accordance with the provisions of the Contract Documents, or when in this judgment the total value of the work performed since the last payment amounts to less than \$5,000.
- C. Retained amounts shall be according to MDOT Section 108.3, except where greater retention is necessary under specific circumstances specifically provided for in the Construction Contract.
- D. Estimates of lump sum items shall be based on a schedule dividing each item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for, and must have the approval of, the Engineer before the first estimate becomes due.

1.6 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not measured include, but are not limited to, the following items:
 - 1. Excavation, backfill, gravel, borrow, crushed stone, compaction, clean up, loaming, seeding, and mulching for installation of water system improvements, pressure testing, and pipe disinfection are considered incidental to pipe installation.
 - 2. Restoration of property.

3. Cooperation with the Owner, MDO T and other Contractors.
4. Temporary connections, re-connection of new mains to existing mains, dewatering, pumping, etc.
5. Utility crossings, unless otherwise paid for.
6. Minor Items - such as pole restraint, replacement of fences, guard rails, rock wall, etc.
7. Steel and/or wood sheeting as required
8. All other items shown on drawings, and contained in the specifications. Also included are addendum items.
9. Lot monumentation.
10. Corporations and curb stops are considered incidental to 1" and 2" service lines.

1.7 **DESCRIPTION OF PAY ITEMS**

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the proposal.
- B. Each unit or lump sum price stated in the Proposal shall constitute full compensation, as herein specified, for each item of the work completed.

Item 802.10 – Provide 12" CLDI Class 52 Water Main

Item 822.34 – Provide 8" CLDI Class 52 Water Main

Item 822.33 – Provide 6" CLDI Class 52 Water Main

Item 822.321 – Provide 4" CLDI Class 52 Water Main

Pipe will be measured by the length in feet along the centerline of the pipe, including fittings and gate valves, laid as directed, complete in place and accepted. Pipe laid in excess of the authorized length will not be included for payment.

Water line construction will be paid for at the contract price per linear foot for all diameters installed within the indicated length limits. Excavation, bedding, backfill, loaming and seeding, thrust blocking, pipe placement, connections to existing lines (including tapping sleeves and tapping valves), dewatering, pressure testing, disinfection and all other labor and materials necessary to the installation will be considered incidental to this item.

On Item 802.10, Provide 12" Water Main, the new main will go in the same trench that the existing 8" main is coming out of. Removal and salvage of the existing 8" water main shall be considered incidental to this pay item.

Item 823.311 – 12" Gate Valves

Item 823.33 – 6" Gate Valves

Item 823.335 – 4" Gate Valves

Gate valves will be measured by the unit. Payment for gate valves will be paid at the contract price per unit complete in place and accepted, including box and cover, mechanical joint bolts and accessories, excavation, backfill, and loaming and seeding as necessary for a complete and operating installation.

Item 827.301 – Rock Excavation Water Main

Rock Excavation: The method of measurement for Rock Excavation will be the number of cubic yards acceptably excavated, computed by multiplying the authorized trench width times the average depth times the distance along the trench. The method of measurement for boulders will be as spheres ($V (CY) = 0.16R^3$) where R is the average radius in feet computed on the basis of at least three representative measurements of circumference. Rock Excavation will be paid for at the Contract unit price per cubic yard. Authorized trench width for utilities shall be 4'.

“Rock” includes any natural compound, natural mixture and chemical element required to be excavated that, in the opinion of the Engineer, can be removed from its existing position and state only by blasting, drilling and blasting, wedging, drilling and wedging, wedging and breaking with power hand tools, or by extending the use of an approved excavating machine beyond normal and design wear and tear. No boulder, ledge, slab or other single piece of excavated material less than three cubic yards in total volume shall be considered to be rock unless, in the opinion of the Engineer, it must be removed from its existing position by one of the methods mentioned above.

Item 827.331 – Trench Insulation

In those areas where natural cover for mains and service lines falls below 5', the contractor shall provide 2" thick rigid insulation for additional frost protection. Insulation shall be paid for by the square yard, shall come in standard two foot wide sections, and shall be measured along the centerline of the pipe.

Item 825.42 – 2" Copper Service Line

2" copper water service to the property line will be paid by the lineal foot, measured along centerline of service pipe, including excavation, backfill, loaming and seeding, tapping, saddle (if required), corporation cock(s), copper tube and curb stop(s) and box as necessary for a complete and operating installation.

Item 825.43 – 1" Copper Service Line

1" copper water service to the property line will be paid by the lineal foot, measured along the centerline of service pipe, including excavation, backfill, loaming and seeding, tapping, saddle (if required), corporation cock(s), copper tube and curb stop(s) and box as necessary for a complete and operating installation.

Item 824.34 – Reconnect Existing Hydrants to New Main

For those hydrants currently connected to the existing 8" main, the Contractor shall be responsible for disconnecting the hydrant lateral from the 8" main before the main is removed for salvage. During installation of the new 12" main, the Contractor shall be responsible for reconnecting the hydrant lateral to the new main. Payment for each hydrant reconnection shall be by the unit, and include all fittings necessary to reconnect the hydrant lateral to the new main, solid sleeve couplings, mechanical joint bolts and accessories, thrust blocking, earth excavation,

backfilling, bedding, dewatering, testing, disinfection, and all labor and other materials necessary for each complete reconnection.

Item 824.32 Remove/Reset Existing Hydrants

Where indicated on the plans, the Contractor shall be responsible for relocating existing hydrants to beyond the new curb line by extending the 6" hydrant laterals. Measurement and payment shall be for each hydrant successfully relocated and shall include excavation, bedding, temporary disconnection of hydrant, pipe cutting, solid sleeve couplings, resetting the hydrant in its' new location, and all labor and materials necessary for a complete hydrant relocation. Note: The 6" main required for extending the lateral will be measured and paid for under Pay Item 822.330.

Item 823.375 - 16" Butterfly Valve

Where indicated on the plans, or requested by the Owner, the Contractor shall be responsible for cutting in new valves on the existing 16" main. Measurement and payment shall be for each valve successfully installed on the 16" main, and shall include excavation, bedding, pipe cutting, dewatering, 16" spool pieces, butterfly valve, valve box and cover, solid sleeve couplings, mechanical joint bolts and accessories, backfill, compaction, disinfection, and all labor and other materials necessary for a complete valve installation.

Item 825.58 Water Service Relocation

Where indicated on the plans, the Contractor shall be responsible for relocating existing service lines from the existing 16" main to the new 12" main, in order to keep the 16" as a dedicated transmission main between source and standpipe. Measurement and payment shall be by the lineal foot, measured along the centerline of service pipe, for each service line relocated onto the new main. Payment shall include excavation, bedding, backfill, compaction, tapping, saddle (if required), corporation cock, couplings, and copper tube as necessary for a complete and operating service line.

Item 825.348 Water Main Location Adjustment

This pay item is for relocation of the existing 16" main, when a conflict arises that would prevent installation of the storm drain. The pay item shall be authorized by the Engineer, only after exhausting all other options to resolve the conflict. When authorized, measurement and payment for this item will be each successful relocation of the 16" main including, but not necessarily limited to, pipe, bends, excavation, bedding, solid sleeve couplings, or other required fittings, mechanical joint bolts and accessories, thrust blocking, backfilling, compaction, dewatering, testing, disinfection, and all labor and other materials necessary for each complete installation. To prevent restraint problems, the contractor shall be required to use a full length of 16" pipe to avoid the conflict.

Item 827.31 –Unsuitable Soil Excavation – Remove and Refill -Above Grade

The method of measurement for removing and replacing Unsuitable Material authorized by the Engineer will be the number of cubic yards acceptably excavated and backfilled, computed by

multiplying the authorized trench width times the average depth times the distance along the trench. Authorized replacement of unsuitable material will be paid for at the price per cubic yard established by this bid item.

Item 825.541 – Temporary Water Service

This pay item is for providing temporary water service to allow removal of the existing 8” main and installation of the new 12” main in the same trench. The pay item shall be authorized by the Engineer, only after reviewing plans from the Contractor on providing temporary service. When authorized, measurement and payment shall be by the lineal foot, measured along the centerline of the temporary water service pipe, whether it be main or service lateral, to provide temporary water service including, but not necessarily limited to, pipe, bends, excavation, couplings or other required fittings, pipe restraint, backfilling, disinfection, and all labor and other materials necessary for each complete installation.

Item 652.38 – Flagger

This pay item is for providing flaggers during the water main replacement. Measurement and payment shall be by the hour and shall include all labor and materials required for flagging traffic.

END OF SECTION

DUCTILE IRON PIPE

PAY ITEMS 802.1, 822.34, 822.33, 822.321

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install ductile iron pipe and ductile iron fittings of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

- B. Related Work Specified Elsewhere:
 - 1. Excavation and backfill, dewatering, pavement, borrow and bedding material, Water Distribution, Sanitary Sewerage and Sewage Force Main are specified in this division.
 - 2. Concrete for cradles, thrust blocks and encasements are specified in Division 3.

1.2 QUALITY ASSURANCE

- A. Standards:
 - 1. Cement-mortar lining for water: ANSI A21.4.
 - 2. Rubber gasket joints: ANSI A21.11.
 - 3. Ductile iron pipe thickness: ANSI A21.50.
 - 4. Ductile iron pipe centrifugally case in metal or sand lined molds: ANSI A21.51.
 - 5. Threaded flanges: ANSI A21.15.
 - 6. Ductile iron fittings: ANSI A21.10.

- B. Acceptable manufacturers:
 - 1. Slip-on Joints:
 - a. Griffin-Super Bell-Tite.
 - b. U.S. Pipe – Tyton.
 - 2. Mechanical Joint:
 - a. Griffin.
 - b. U.S. Pipe.
 - 3. Restrained Joint:
 - a. Griffin-Snap-Lok (Bolt-Lok for 4").
 - b. U.S. Pipe TR Flex.
 - 4. River Crossing:
 - a. Griffin-Snap-Lok River Crossing Pipe.
 - b. US Pipe-USIFLEX.

1.3 **SUBMITTALS TO THE ENGINEER**

- A. Submit Shop Drawings in accordance with the general conditions of the construction contract.
- B. If requested by the Engineer, submit manufacturer's "Certification of Conformance" that pipe and fittings meet or exceed the requirements of these specifications.
- C. Submit other documents as specified in the appropriate sections of this division.

1.4 **DELIVERY, STORAGE AND HANDLING**

- A. Exercise extra care when handling pipe and fittings.
- B. Exercise extra care when handling cement lined pipe and fittings because damage to the lining will render it unfit for use.
- C. Protect the spherical spigot ends and the plain ends of all pipe during shipment by wood lagging securely fastened in place.

1.5 **INSPECTION**

- A. Provide all labor necessary to assist the Owner to inspect pipe, fittings, gaskets and other materials.
- B. Carefully inspect all materials at the time of delivery and just prior to installation.
- C. Carefully inspect all pipe and fittings for:
 - 1. Defects and damage.
 - 2. Deviations beyond allowable tolerances for joint dimensions.
 - 3. Removal of debris and foreign matter.
- D. Examine areas and structures to receive piping for:
 - 1. Defects, such as weak structural components, that adversely affect the execution and quality of work.
 - 2. Deviations beyond allowable tolerances for pipe clearances.
- E. All materials and methods not meeting the requirements of the Contract Documents will be rejected.
- F. Immediately remove all rejected materials from the project site.
- G. Start work only when conditions are corrected to the satisfaction of the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pipe:
1. Unless otherwise shown on the Drawings, the minimum class or thickness of ductile iron pipe shall be:
 - a. Mechanical and Push-on Joint Pipe: Thickness Class 52.
 - b. Flanged Pipe: Thickness Class 53.
 - c. Restrained joint pipe: Thickness Class 53.
 - d. River Crossing pipe: Ball and socket Class 55.
 2. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
 3. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the manufacturer of the couplings.
 4. Factory applied bituminous coatings, as approved by the Engineer, shall be furnished for all underground piping.
 5. Pipe shall have double the lining thickness specified in ANSI A21.4.
- B. Joints (as shown on the Drawings and as specified):
1. General: All joints shall be designed for at least 250 psi working pressure unless otherwise shown on the Drawings.
 2. Flanged:
 - a. Provide especially drilled flanges when required for connection to existing piping or special equipment.
 - b. Flanges shall be long-hub screwed tightly on pipe by machine at the foundry prior to facing and drilling.
 - c. Gaskets:
 - (1) Ring type of rubber with cloth insertion.
 - (2) The number and size of bolts shall meet the requirements of the same American National Standard as the flanges.
 - (3) Thickness of gaskets 12" in diameter and smaller, 1/16"; larger than 12" in diameter, 3/16".
 - d. Fasteners:
 - (1) Make joints with bolt, studs with a nut on each end, or one tapped flanged with a stud and nut.
 - (2) The number and size of bolts shall meet the requirements of the same American National Standard as the flanges.
 - (3) Nuts, bolts, and studs shall be Grade B meeting the requirements of ASTM A307.
 3. Push-on and Mechanical Joint:
 - a. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
 - b. Provide gaskets manufactured from a composition material suitable for exposure to the liquid to be contained within the pipe.

- c. Mechanical joint follower glands to be ductile iron retainer type with ductile iron set screws. Glands 4" to 12" shall have a working pressure of 200 psi with a 2:1 safety factor. Larger glands shall have at least 175 psi working pressure with 2:1 safety factor.
 - 4. Grooved split ring couplings, sleeve couplings, flexible joints and couplings shall be supplied as specified in Section 02620, Pressure Pipe Couplings, Adaptors and Sleeves.
 - 5. Joint Bracing:
 - a. Provide joint bracing to prevent the piping from pulling apart under pressure as required and as shown on the Drawings, and as directed by the Owner.
 - b. Types of bracing:
 - (1) Pipe and fittings furnished with approved lugs or hooks cast integrally for use with socket pipe clamps, tie rods, or bridles. Bridles and tie rods shall be a minimum of 3/4" diameter except where they replace flange bolts of a smaller size, in which case they shall be fitted with a nut on each side of the pair of flanges. The clamp, tie rods, and bridles shall be coated with an approved bituminous paint after assembly or, if necessary, prior to assembly.
 - (2) Mechanical joint ductile iron pipe shall have stainless steel set screw restrained ductile iron glands.
 - (3) Other types of bracing as shown on the Drawings.
- C. Standard Fittings:
 - 1. Domestic manufacture ductile iron, at least 250 psi working pressure, except as shown on the Drawings.
- D. Non-Standard Fittings:
 - 1. Fittings having non-standard dimensions shall be subject to the Engineer's approval.
 - 2. Non-Standard fittings shall have the same diameter and thickness as standard fittings and shall meeting the specification requirements for standard fittings.
 - 3. The laying lengths and types of joints shall be determined by the particular piping to which they connect.
 - 4. Flanged fittings not meeting the requirements of ANSI A21.10 (i.e., laterals or reducing elbows) shall meet the dimensional requirements of ANSI B16.1 in Class 125.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General:

1. Install all pipe and fittings in strict accordance with the manufacturer's instructions and recommendations and as instructed by the Owner.
2. Install all pipes and fittings in accordance with the lines and grades shown on the Drawings and as required for a complete installation.
3. Measure OD of all existing pipe before ordering any connection fittings.
4. Install adapters, approved by the Engineer, when connecting pipes constructed from different materials.
5. Install ductile iron pipe, fittings and appurtenances in accordance with AWWA C600.

B. Temporary Plugs:

1. When pipe installation work in trenches is not in progress, close the open ends of the pipe with temporary watertight plugs.
2. If water is in the trench when work is resumed, do not remove plugs until all danger of water entering the pipe is eliminated.
3. Do not use the pipelines as conductors for trench drainage during construction.

C. Assembling Joints:

1. Push-on Joints:
 - a. Insert the gasket into the groove of the bell.
 - b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
 - c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.
2. Bolted Joints:
 - a. Remove rust preventive coatings from machined surfaces prior to assembly.
 - b. Thoroughly clean and carefully smooth all burrs and other defects from pipe ends, sockets, sleeves, housings and gaskets.
3. Flanged Joints:
 - a. Insert the nuts and bolts (or studs), finger tighten and progressively tighten diametrically opposite bolts uniformly around the flange to the proper tension.
 - b. Execute care when tightening joints to prevent undue strain upon valves, pumps and other equipment.
 - c. Flanged piping or fittings shall not be installed in any location where pipe is or will be buried.
4. Mechanical Joints:
 - a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
 - b. Lubricate the gasket, bell and spigot by washing with soapy water.

- c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
 - d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
 - e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.
 - f. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
 - (1) Range of Torque: 60-90 ft. - lbs.
 - (2) Length of Wrench: 10".
 - g. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.
5. Bell and Spigot Joints:
- a. Thoroughly clean the bell and spigots and remove excess tar and other obstructions.
 - b. Insert the spigot firmly into place and hold securely until the joint has been properly completed.

D. Fabrication:

- 1. Tapped Connections:
 - a. Make all tapped connections as shown on the Drawings or as directed by the Owner.
 - b. Make all connections watertight and of adequate strength to prevent pullout.
 - c. Drill and tap normal to the longitudinal axis of the pipe.
 - d. The maximum sizes of taps in pipes and fittings without bosses shall not exceed the sizes listed in the appendix of ANSI A21.51, based on three full threads for cast iron and two full threads for ductile iron.
- 2. Cutting:
 - a. Perform all cutting with machines designed to cut cast or ductile. Do not use a hammer and chisel to cut pipe.
 - b. After cutting, examine all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.

3.2 CLEANING AND TESTING

A. Cleaning and Testing Piping:

- 1. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.
- 2. When the installation is complete, test all pipelines in the presence of the Owner and the plumbing or building inspector in accordance with the requirements of the local and state plumbing codes and the appropriate sections of these specifications, at no additional cost to the Owner. All testing

shall be performed prior to backfilling or concealing, unless otherwise directed and approved by the Engineer.

3. Equipment: Supply all labor, equipment, materials, gauges and pumps required to conduct the tests.
4. Retesting: Perform all retesting required by the Owner, at no additional cost to the Owner.

B. Outside Water Mains and Where Specified:

1. Pressure Test:
 - a. Perform testing in accordance with Section 4 of AWWA Standard C600.
 - b. Pressure and leakage tests will be required.
 - c. Hydrant branch gate valves shall remain open during this test.
2. Chlorination of Pipelines (When Applicable):
 - a. All new potable water lines shall be chlorinated in accordance with the procedure outlined in AWWA C651 (continuous feed method).
 - b. Locate chlorination and sampling points as approved by the Owner.
 - c. Use a dosage which will produce not less than 25 ppm chlorine residual after a contact period of not less than 24 hours.
 - d. During the chlorination period, exercise care to prevent the contamination of water in the existing water main.
 - e. After chlorination, flush the piping with clean water until the chlorine residual is that prevailing in the existing system.
3. Bacteriological Testing:
 1. Test all new potable water lines for total coliform bacteria, at no additional cost to the Owner, 24 hours after the application of chlorine, and again 48 hours after disinfection .
 2. The length of pipe to be tested and the time of the test itself shall be as approved in advanced by the Engineer.
 3. The Owner will observe the taking of samples.
 4. Have all samples tested by a laboratory approved by the State and submit test results to the Owner.
 5. Any segment of a potable water line shall be considered unsuitable for service if a coliform bacteria count is obtained from that sample.
 6. Re-disinfect all segments of piping considered unsuitable and retest. Continue to disinfect and test until no coliform bacteria are present.
 7. Place piping into service when it has successfully tested for pressure, leakage and total coliform bacteria at 24 and 48 hours, and has been approved by the Owner.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

DUCTILE IRON FITTINGS

SECTION 802.1, 822.34, 822.33, 822.321

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install ductile iron fittings of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere: Pipe is specified in this division.

1.2 QUALITY ASSURANCE

- A. Standards:
 - 1. Cement-mortar lining for water: ANSI A21.4.
 - 2. Fittings, 2" through 48": ANSI A21.10 or ANSI A21.53.
 - 3. Rubber gasket joints: ANSI A21.11.
 - 4. Flanged fittings: ANSI B16.1.
 - 5. Threaded flanges: ANSI A21.15.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Standard Fittings:
 - 1. Minimum 250-psi working pressure, except as shown on the Drawings or as specified.
 - 2. Joints the same as the pipe with which they are used, or as shown on the Drawings.
 - 3. Provide fittings with standard bases where shown on the Drawings.
 - 4. Fittings shall have double the lining thickness specified in ANSI A 21.4.
 - 5. Mechanical joint follower glands to be ductile iron retainer type with ductile iron set screws. Glands 4" to 12" shall have a working pressure of 200 psi with a 2:1 safety factor; larger glands shall have at least 175 psi working pressure with a 2:1 safety factor. Retainer glands used on PVC pipe shall be designed especially for that material. The Grip Ring system manufactured by Romac Industries may be substituted for retainer glands.

- B. Non-Standard Fittings:
1. Fittings having non-standard dimensions shall be subject to the Engineer's approval.
 2. Non-standard fittings shall have the same diameter and thickness as standard fittings and shall meet the specification requirements for standard fittings.
 3. The laying lengths and types of joints shall be determined by the particular piping to which they connect.
 4. Flanged fittings not meeting the requirements of ANSI A21.10 (i.e., laterals or reducing elbows) shall meet the dimensional requirements of ANSI B16.1 in Class 125.
- C. Mechanical Joint Tapping Sleeves:
1. Ductile Iron meeting ASTM A536
 2. Side flange seals shall be of the O-ring type of either round, oval or rectangular cross-sectional shape.
 3. Tapping sleeve to be used in conjunction with a mating tapping valve from same manufacture. Outlet flange of 12" and smaller sleeves to be counterbored per MSS SP-60 for true alignment of tapping valve and tapping machine. Sizes of outlet to be available through equal opening of sleeve diameters up to 24". Sizes 12" and smaller sleeves must be capable of working on Class ABCD Pipe diameters without changing either half of sleeves. Sizes 14" and larger must be specified as to which class size is needed. All sleeves are to include the end joint accessories and split glands necessary to assemble sleeve to pipe. MJ bolts and nuts are to conform to ANSI/AWWA C111/A21.11. No special tools other than standard socket wrench to be required for assembly of sleeve to main.
 4. Sleeve shall be coated with asphaltic varnish per Federal Specification TT-V-51, Military Specification MIL C-450, or equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
1. Coordinate with utility when tapping live lines or when cutting tees or other fittings into existing lines.
 2. Operate no valves without permission of the utility.
 3. Ensure that all exposed fittings, new and existing, are thrust blocked or otherwise restrained prior to backfilling excavation.
- B. Connections to Existing Lines:
1. Excavate and ascertain size and materials of existing piping prior to ordering materials.
 2. Coordinate with utility when cutting in tees or other fittings.
 3. Operate no valves without permission of the utility.

- C. Cutting:
1. Perform all cutting with machines designed to cut cast or ductile iron. Do not use a hammer and chisel to cut pipe.
 2. After cutting, examine all cut ends for possible cracks.
 3. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.
- D. Joints:
1. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
 2. Lubricate the gasket, bell and spigot by washing with soapy water.
 3. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
 4. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
 5. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.
 6. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
 - (1) Range of Torque: 60-90 ft. - lbs.
 - (2) Length of Wrench: 10".
 7. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.
- E. Tapped Connections:
1. Make all tapped connections as shown on the Drawings and/or as directed by the Owner.
 2. Make all connections watertight and of adequate strength to prevent pullout.
 3. Drill and tap normal to the longitudinal axis of the pipe.
 4. The maximum sizes of taps in pipes and fittings without bosses shall not exceed the sizes listed in the appendix of ANSI A21.51, based on three full threads for cast iron and two full threads for ductile iron.

END OF SECTION

THIS PAGE LEFT INTENTIONALLY BLANK

RESILIENT SEATED GATE VALVES

SECTION 823.311, 823.33, 823.335

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included - Furnish and install gate valves of the size(s) and in the location(s) shown on the drawings and as specified.
- B. Related Work Specified Elsewhere:
 - 1. Requirements for buried water distribution main are specified in this division.

1.2 QUALITY ASSURANCE

- A. Acceptable Manufacturers:
 - 1. Clow Eddy.
 - 2. Or approved equal.
- B. All gate valves of same type and style shall be by one manufacturer.

PART 2 - PRODUCTS

2.1 VALVE, LOCATION AND USE

- A. As shown on the drawings.
- B. All 3" to 12" Water Piping:
 - 1. Buried: AWWA Type.
 - 2. Exposed: AWWA OS&Y.
 - 2. Exposed with floor box or floor stand: AWWA NRS.
- C. Accessories: As shown on the drawings and required for proper operation.

2.2 MATERIALS

- A. Waterworks type NRS valves, Resilient-Seated (AWWA):
 - 1. Ductile Iron Body.
 - 2. Non-rising stem (NRS).
 - 3. Stainless Steel Body Bolts.
 - 4. Meet or exceed C-509.
 - 5. Ductile Iron Wedge Encapsulated in Synthetic Rubber.
 - 6. Full Diameter Waterway.
 - 7. End Connections: Mechanical Joint for buried, or as shown on the drawings and as required for pipe.

8. Solid high strength bronze stem and cast bronze stem thrust collar.
9. Corrosion resistant factory-applied fusion-bonded epoxy coated waterway, non-toxic and approved for potable water.
10. Synthetic polymer thrust washers - one above and one below.
11. Working pressure:
 - a. 12" and smaller: 250-psi water.
 - b. 14" and larger: 150-psi water.
 - c. Unless otherwise shown on the drawings.
12. Stuffing Box:
 - a. 316 stainless steel or bronze bolting.
 - b. "0" ring or similar design.
 - c. Capable of replacing under pressure with valve open.
13. Buried Valves:
 - a. Corrosion resistant fusion-bonded epoxy protective coating.
 - b. Cast iron valve box and cover required. Slide type, 2 piece with necessary extensions, minimum I. D. 5 1/4", top flange on top section. Cover 2" CI drop type with pick holes and word "Water" cast in.
 - c. 2" square operating nut, securely fastened to shaft with 316 stainless steel or bronze hold-down nut.
14. Exposed valves:
 - a. Hand wheel with direction arrow for opening.
 - b. 2" square operating nut for floor-box operated valves.
 - c. Enamel or varnish finish.
15. Valve operation: Open by turning counter-clockwise (left), unless otherwise shown on the drawings or when approved by the Engineer.

B. Waterworks type OS&Y valves (AWWA):

1. Ductile Iron Body.
2. Open screw and yoke (OS&Y).
3. Meet or exceed AWWA C-509.
4. Equal in all respects to non-rising stem valve specified above, except as required for OS&Y operation.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install exposed valves with stem position horizontal to vertical, buried valves with stem vertical.

END OF SECTION

VALVE AND SERVICE BOXES

SECTION 823.334

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 QUALITY ASSURANCE

- A. All service boxes and all valve boxes shall be manufactured by one manufacturer.
- B. Qualifications of Manufacturer: Products have proven reliable in similar installations over a reasonable number of years.
- C. Acceptable Manufacturers:
 - 1. E.J. Prescott.
 - 2. Mueller Co.
 - 3. Red Head Manufacturing Company.
 - 4. Or approved equal.

PART 2 - PRODUCTS

2.1 MATERIALS AND FABRICATION

- A. Conform to utility standard, if any, or:
- B. Service boxes shall be Erie style extension type, arch pattern base, SS rod, brass pin, plug-type cover.
- C. Valve box and cover shall be cast iron slide type, two piece with necessary extensions, minimum I.D. 5¼", top flange on top section.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install as shown on the Drawings and/or as directed by the Owner's field representative.
 - 1. When installation is complete, the valve or curb box shall exert no pressure on the piping system.

END OF SECTION

BURIED SERVICE BUTTERFLY VALVES

SECTION 823.375

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install butterfly valves of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere (when applicable): “Valves and Specialties - General” is specified in this division.

1.2 QUALITY ASSURANCE

- A. All butterfly valves of the same type, class and duty shall be by one manufacturer.
- B. Qualifications of Products: Have proven reliable in similar installations over a reasonable number of years.
- C. Acceptable Manufacturers:
 - 1. Allis-Chalmers.
 - 2. BIF.
 - 3. Pratt.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. AWWA Water Service:
 - 1. Use on all water lines greater than 12” and where shown on the Drawings.
 - 2. Equal or exceed requirements of AWWA C504, Class 150B for frequent operation.
 - 3. Suitable for direct burial when required.
 - 4. Bubble tight shut-off at rated pressure.
 - 5. Body: Cast or ductile iron, factory-applied epoxy liner suitable for potable water.
 - 6. Disc: ASTNA 436 Type I Ni-Resist.
 - 7. Shaft: Type 304 stainless steel.
 - 8. Bearings: sleeve type.
 - 9. Seals: “O” ring contained in a removable corrosion resistant recess or stuffing box and pull-down packing gland conforming to Section 3.7 of AWWA C504-80.

10. Valve Seat: Natural or synthetic rubber placed in valve body.
11. Acceptable Valve Connections:
 - a. Exposed-Flanged. Buried mechanical joint.
 - b. As shown on the Drawings.
12. 150 psi water working pressure, unless otherwise shown on the Drawings.
13. Operator: AWWA approved gear drive, hermetically sealed and permanently lubricated with operating nut and valve box.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Cast iron valve box and cover required for buried valves.

END OF SECTION

CURB STOPS AND CORPORATION COCKS

SECTION 825.32

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install curb stops and corporation cocks of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.
- B. Related Work Specified Elsewhere: Service boxes are specified in this division.

1.2 QUALITY ASSURANCE

- A. All curb stops and corporation cocks shall be manufactured by a single manufacturer.
- B. Qualifications of Manufacturer: Products have proven reliable in similar installations over a reasonable number of years.
- C. Acceptable Manufacturers:
 - 1. Curb Stops:
 - a. Utility standard (if any).
 - b. McDonald ¼ turn ball type.
 - c. Or approved equal.
 - 2. Corporation Cocks:
 - a. Utility standard (if any).
 - b. McDonald ¼ turn ball type.
 - c. Or approved equal.

PART 2 - PRODUCTS

2.1 FABRICATION

- A. Constructed of ASTM B62 brass.
- B. Corporation outlet shall have packed compression or copper flare connection.
- C. Corporation inlet shall have AWWA taper.
- D. Curb stops shall have packed compression or copper flare connections.
- E. Working pressure shall be as required.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install at locations shown on the Drawings and as directed by the Engineer and in accordance with the manufacturer's instructions.
- B. Cap outlets of all curb stops which are not immediately connected to customer services to exclude dirt and groundwater.
- C. The maximum sizes of taps in pipes and fittings without bosses shall not exceed the sizes listed in the appendix of ANSI A21.51, based on three full threads for cast iron and two full threads for ductile iron. Use service saddles for service connections to all other pipe material.
- D. Service saddles, when required, shall conform to utility standard. If no utility standard exists, use two strap nylon coated DI with SS straps and bolts.

3.2 ADJUSTMENTS

- A. Check and adjust all curb stops and corporation cocks for smooth operation.

END OF SECTION

COPPER TUBE & FITTINGS

SECTION 825.42, 825.43

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 QUALITY ASSURANCE

- A. Pipe: Seamless copper water tube, ASTM B88 (pressure) and ASTM B306 (atmospheric).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Tube Use (when applicable):
1. Buried water services, fuel oil piping (where indicated):
 - a. Type K, soft temper.
- B. Fittings:
1. Cast bronze fittings for flared copper tube: AWWA C-800 (latest revision).
 2. Packed Compression Fittings – Buna-N beveled gasket - AWWA C-800 (latest revision).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Flared Joints:
- a. Ream or file pipe to remove burrs.
 - b. Slip the fittings over the tube ends to be flared.
 - c. Expand the ends of the tube using flaring tools.
 - d. Inspect the flared ends for cracks, splits and other damage.
 - e. If inspection reveals damage, cut the flare off and make a new flare.
 - f. Squarely seat the flared ends on the fittings and tighten the nuts.
- B. Bending Tube:
1. Bend tube by the method and to the radius to comply with the manufacturer's recommendation. No flattened or crimped tube shall be installed.
 2. Bends shall be free of any cracks or buckles.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

ROCK EXCAVATION WATER MAIN

SECTION 827.301

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Trench excavation work in rock includes the removal of ledge and rock required for the installation of pipes and structures.
2. "Ledge" and "rock" include any natural compound, natural mixture, and chemical element required to be excavated that, in the opinion of the Engineer, can be removed from its existing position and state only by blasting, drilling and blasting, wedging, drilling and wedging, wedging and breaking with power hand tools, or by extending the use of an approved excavating machine beyond normal and design wear and tear. No boulder, ledge, slab, or other single piece of excavated material less than two cubic yards in total volume shall be considered to be rock unless, in the opinion of the Engineer, it must be removed from its existing position by one of the methods mentioned above.
3. All trench excavation shall be classed as earth or ledge.

B. Related Work Specified Elsewhere (When Applicable):

1. The use of explosives will conform to MDOT SSHB 107.12.
2. Traffic regulation is specified in Division 1.
3. When applicable, clearing, removal and replacement of paving, trench excavation - earth, backfilling, dewatering, borrow and bedding material, manholes and catch basins are specified in the appropriate Sections in this Division.
4. Pipe and pipe fittings are specified in Divisions 2 and 15.

1.2 JOB CONDITIONS

A. Utilities:

1. The locations of known buried water lines, sewer lines, telephone cables, storm drains, culverts, gas mains, electric conduits and other utilities are shown. No guarantee is made as to the correctness of the locations shown and to the completeness of the information given. Refer also to Division 1 for utility information.
2. Use manual excavation methods to locate existing utilities.

- B. Existing Structures:
 - 1. Perform excavation in such a manner that will prevent any possibility of undermining and disturbing the foundations of any existing structures and any work previously completed under this Contract.
 - 2. Where existing buildings and other structures are in close proximity to the proposed construction, exercise extreme caution and utilize whatever precautionary measure may be required.

- C. Repairing Damage: Repair, or have repaired, all damage to existing utilities, structures, lawns, and other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility company, property owner and the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. The Contractor shall not have right of property to any suitable materials taken from any excavation. Do not remove any such materials from the construction site without the approval of the Engineer. This provision shall in no way relieve the Contractor of his obligations to remove and dispose of any material determined by the Engineer to be unsuitable for backfilling.

PART 3 - EXECUTION

3.1 PERFORMANCE

- A. General:
 - 1. Unless otherwise specifically directed or permitted by the Engineer, begin excavation at the low end of sewer lines and proceed upgrade.

- B. Amount of Excavation:
 - 1. Trench width: As shown.
 - 2. Trench depth: As shown.
 - 3. Open Excavation:
 - a. The extent of open excavation shall be controlled by prevailing conditions.
 - b. Open excavation shall, at all times, be confined to the limits as directed by the Engineer.
 - 4. Unauthorized Excavation:
 - a. Backfill to the specified grade, any excavation beyond the limits stated above and as shown on the Drawings (unless specifically ordered by the Engineer) with thoroughly compacted crushed stone or screened gravel.

b. Backfilling unauthorized excavation shall be at no additional cost to the Owner.

C. Shoring and Bracing:

1. As the excavation progresses, install such shoring and bracing necessary to prevent caving and sliding and to meet the requirements of the State and OSHA safety standards.

D. Blast Monitoring:

1. A pre-blast survey shall be performed for all blasting unless such survey is specifically specified by the Engineer, in writing, not to be necessary.
2. The following information will be printed out for each blast and a copy given to the Engineer:

Instrument type
Instrument calibration date
Date and time of blast
Instrument location
Distance to blast
Resultant peak particle velocity (in/sec)
Seismograph operator
Airblast (dB)

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK

RIGID TRENCH INSULATION

SECTION 827.33

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included: Furnish and install 2" thick rigid trench insulation where natural cover for installed pipe falls below 5', and in the location(s) shown on the Drawings and as specified herein.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polystyrene insulation for trenches shall be plastic foam insulation board equal to Styrofoam Highload 40 as manufactured by the Dow Chemical Company or approved equal, meeting ASTM Spec. C-578 Type VI and have a vertical compressive strength of 40 psi (special order needed)
- B. Pipe insulation shall be foamglass insulation as manufactured by Pittsburgh Corning Corporation meeting ASTM Standard C-552.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Rigid Insulation:
- a. Used where natural cover falls below 5'.
 - b. Install 6" above top of pipe
 - c. Backfill insulation by hand for first 12".
 - d. Install rigid insulation upon compacted backfill.
 - e. Overlap joints 6-8".
 - f. Insulation to extend a minimum of 12" beyond pipe on both sides.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 830.21

TEMPORARY WATER SERVICE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Provide all labor, equipment, and materials necessary to establish temporary water service for all customer's whose normal water service connection has been disabled by construction activities. Work shall include furnishing, installing, and testing all HDPE or PVC pipe and fittings required to provide a temporary water feed to each impacted residence or commercial establishment.

B. Related Work Specified Elsewhere:

1. Materials, excavation and backfill, dewatering, borrow and bedding material, and cleaning and testing requirements are specified in the appropriate sections of this Division.

1.2 QUALITY ASSURANCE

A. Standards:

1. High Density Polyethylene Pipe (PE 3408 designation): ASTM-1248 and ASTM 3350
2. PVC Pressure Pipe: ASTM D2241 for SDR, ASTM D1784 for PVC resin and ASTM D1869 for rubber gaskets
3. All temporary piping and appurtenances that come into contact with potable water shall be certified compliant with NSF/ANSI Standard 61.

B. Acceptable manufacturers:

1. Bluestripe PE 3408 HDPE fusion welded
2. CertainTeed Yelomine PVC Restrained Joint
3. approved equal to above

PART 2 - PRODUCTS

2.1 High Density Polyethylene (HDPE):

Polyethylene pipe shall be made from high density, extra high molecular weight compound equaling a PE 3408 designation and conform to ASTM D1248. Minimum pressure rating for HDPE pipe shall be a DR 17 (100 psi). All polyethylene fittings shall have the same pressure rating as the pipe. Pipe and fittings shall be butt fused. Molded fittings shall be manufactured in accordance with either ASIM D2683 (socket fused) or ASTM D3261 (butt fused) and shall be so marked.

2.2 Polyvinyl Chloride (PVC)

Polyvinyl chloride pipe shall be made from PVC Type I, Grade I, material certified for a 2000 psi design stress. The PVC formulation will be compliant with ASTM D-1784 using a Class 12454B material. The pipe shall have a Potable Water Service Certification in accordance with NSF No. 14 for thermoplastic materials, pipe fittings, valves, and joining materials.

PART 3 - EXECUTION

3.1 INSTALLATION OF HDPE

- A. Joints between plain ends of polyethylene pipe shall be made by butt fusion when possible. The Pipe Manufacturer's fusion procedures shall be followed at all times as well as the recommendations of the Fusion Machine Manufacturer. The wall thickness of the adjoining pipes shall have the same DR at the point of fusion. Electrofusion couplings of proper pressure rating installed according to manufacturers written instructions may be used where outside diameter is not a limitation.
- B. When saddle connections are fusion welded the Manufacturers recommended saddle fusion procedures shall be used.
- C. If mechanical fittings (which are designed for, or tested and found acceptable for use with polyethylene pipe) are utilized for transitions between pipe materials, repairs, joining pipe sections, saddle connections, or at other locations, the recommendation of the Mechanical Fitting Manufacturer must be followed. These procedures may differ from other pipe materials. A stainless steel insert shall be used with adapters to mechanical joint pipe and fittings.
- D. On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.
- E. Socket and Saddle fusions shall be tested by a bent strap test as described by the Pipe Manufacturer. The Pipe Manufacturer shall provide visual guidelines for inspecting the butt, saddle, and socket fusion joints.
- F. Pressure testing shall be conducted in accordance with the Manufacturer's recommended procedure. Pressure testing shall use water as the test media. Pneumatic (air) testing is prohibited.

3.2 INSTALLATION OF PVC

- A. Pipe and fittings shall be supplied with a Teflon coated O ring to allow for disassembly of pipe once the need for temporary service is over.

3.3 GENERAL INSTALLATION NOTES FOR TEMPORARY WATER SERVICE

- A. Temporary water main shall be pressure tested to 100 psi according to AWWA C-600, flushed, and disinfected according to AWWA C-651.
- B. Above ground temporary service shall be laid in a manner to protect the pipe from vehicle traffic, vandalism, etc. Where possible the temporary main shall be threaded through culverts to cross streets. Pipe shall be protected at driveway entrances by the use of steel access ramps or temporary pavement.
- C. In areas that will have new pavement, a shallow trench can be used to protect and conceal the pipe.
- D. All temporary services shall be equipped with a shutoff to be able to isolate individual services.
- E. Residential services may be back fed through an external hose bib if available. If a hose bib is utilized, Contractor shall shut off the existing feed to the residence at the meter to prevent back flow into the old main. For residences with no external hose bib, the Contractor shall excavate the existing service to the building and connect the service to the temporary main.
- F. For fire protection services the Contractor shall coordinate with the building owner and the local Fire Department.
- G. Once temporary service is no longer needed the Contractor shall disassemble and remove all temporary piping, and repair any damage to lawns, roads, etc. caused by the temporary system.

END OF SECTION

THIS PAGE INTENTIONALLY LEFT BLANK.

SECTION 15100

HDPE PIPE, FITTINGS, INSTALLATION, AND TESTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The CONTRACTOR shall supply all materials, equipment, and labor needed to install, test, and make ready for use all pipe and fittings as specified herein and as indicated on the Contract Drawings.

1.02 SUBMITTALS

- A. The CONTRACTOR shall prepare and submit to the ENGINEER, for review and approval, certificates of compliance on materials furnished and manufacturer's brochures containing complete information and instructions pertaining to the storage, handling, installation, inspection, maintenance, and repair of each type of pipe, and pipe fitting furnished. Pipe of the same manufacturer shall be used throughout the project.
- B. The CONTRACTOR shall submit to the ENGINEER a Construction Schedule for pipe installation.
- C. The CONTRACTOR shall submit to the ENGINEER documentation demonstrating the pipe welding technicians are qualified under the written procedures 49 CFR 192.285 to fuse HDPE pipe.

No person may make a plastic pipe joint unless that person has been qualified under the applicable joining procedure by:

1. Appropriate training or experience in the use of the procedure; and
2. Making a specimen joint from pipe sections joined according to the procedure that passes the inspection and test set forth in this section

The specimen joint must be:

1. Visually examined during and after assembly or joining and found to have the same appearance as a joint or photographs of a joint that is acceptable under the procedure; and
2. In the case of heat fusion, solvent cement, or adhesive joint;
 - a. Tested under any one of the test methods listed under 192.283(a) applicable to the type of joint and material being tested
 - b. Examined by ultrasonic inspection and found not to contain flaws that would cause failure

- c. Cut into at least 3 longitudinal straps, each of which is visually examined and found not to contain voids or discontinuities on the cut surface of the joint area and deformed by bending, torque, or impact, and if failure occurs, it must not initiate in the joint area.

Person must be re-qualified under an applicable procedure, if during any 12 month period that person:

- 1. Does not make any joints under that procedure or
- 2. Has 3 joints or 3% of the joints made, whichever is greater, under that procedure that are found to be unacceptable by testing under 192.513

Each operator shall establish a method to determine that each person making joints in plastic pipelines in the operators system is qualified in accordance with this section.

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only. Use of the most recent version is required.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1248	Specification for Polyethylene Plastics Molding and Extrusion Materials
ASTM D 2513	Specification for Thermoplastic Gas Pressure Pipe Tubing and Fittings
ASTM D 2774	Practice for Underground Installation of Thermoplastic Pressure Piping
ASTM D 3350	Specification for Polyethylene Plastics Pipe and Fittings Materials

AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)

ANSI B 31.8	Code for Pressure Piping, Appendix N
-------------	--------------------------------------

PLASTICS PIPING INSTITUTE (PPI)

PPI TR-33/2006	Technical Report
PPI TR-4/2002	Technical Report
PPI TR-9/2000	Technical Report

U.S. DEPARTMENT OF TRANSPORTATION

Title 49, Chapter I, Part 192 – Transportation of Natural and Other Gas by Pipeline:
Minimum Federal Safety Standards.

INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)

ISO 12162:1995 Thermoplastics Materials for Pipes and Fittings for Pressure
Applications – Classification and Designation – Overall Service (Design) Coefficient

PART 2 – PRODUCTS

2.01 High Density Polyethylene (HDPE) Pipe

A. General:

1. All HDPE pipe shall be Standard Dimension Rating (SDR) 11 high-density polyethylene pipe using a PE3408 type resin, or approved equal. HDPE pipe fittings shall be SDR 11.
2. Pipe shall be extruded from a Type III, Class C, Category 5, Grade P34 compound as described in ASTM D 1248. It shall be classified as cell 345434C according to ASTM D 3350 and have the material designation of PE3408. The pipe shall be manufactured to meet the requirements of ASTM D 2513. Manufacturer's literature shall be adhered to when "manufacturer's recommendations" are specified. All pipe and fittings shall be provided by one manufacturer. Acceptable manufacturers include Plexco, DriscoPlex, or approved equal.

B. Marking of Materials - All pipe and fittings shall be marked per the requirements of 49 CFR 192.63.

2.02 Pipeline Locator/Warning Tape

1. Tape shall be a metallic locator/warning tape imprinted with the words "Caution Gas Line Buried Below."

2.03 Pipe Bedding Material

- A. Granular Pipe Bedding Material: Shall be clean and free of organic matter, silt, or clay lumps, and deleterious materials. The material shall meet the following gradation requirements:

<u>Sieve Designation</u>	<u>Percent by Weight Passing Square Mesh Sieve</u>
1/2"	100
#4	95-100
#40	20- 45
#200	0- 5

PART 3 - EXECUTION

3.01 HDPE HANDLING

1. Pipe shall be stored or stacked so as to prevent damage by marring, crushing, or piercing. Maximum stacking height shall be limited to 6 feet.
2. Pipe and pipe fittings shall be handled carefully in loading and unloading. They shall be lifted and lowered in such a manner as to avoid shock. Pipe and pipe fittings shall not be dropped or dumped.
3. HDPE pipe shall not be bent more than the minimum radius recommended by the manufacturer for type, grade, and SDR. Care shall be taken to avoid imposing strains that will overstress or buckle the HDPE piping or impose excessive stress on the joints.

3.02 JOINING HDPE PIPE

1. The CONTRACTOR shall provide the ENGINEER with butt-fusion procedures, pressures, and temperature for each size and class of pipe used. These procedures, pressures, and temperatures shall be used consistently throughout the project.

Heat Fusion joints shall be made in accordance with manufacturer's step by step procedures and recommendations. Fusion equipment and a trained operator shall be provided by the CONTRACTOR. Pipe fusion equipment shall be of the size and nature to adequately weld all pipe sizes and fittings necessary to complete the project. Branch saddle fusions shall be made in accordance with manufacturer's recommendations and step-by-step procedures. Branch saddle fusion equipment will be of the size to facilitate saddle fusion within the pipe trench. Heat fusion shall be performed outside of the trench whenever practical. Before heat fusing pipe, each length shall be inspected for the presence of dirt, sand, mud, shavings, and other debris. Any foreign material shall be completely removed. At the end of each day, all open ends of fused pipe shall be capped or otherwise covered to prevent entry by animals or debris.

2. As per the manufacturer's instructions, no fusion shall be performed in precipitation unless a shelter is provided.

3.03 HDPE PIPE INSTALLATION

1. Pipe installation shall comply with the requirements of ASTM D 2321, PPI TR-33/2006, 49 CFR, Part 192, and the manufacturer's recommendations.
2. The pipe shall be accurately installed to the line and grades to the satisfaction of the Engineer. The line and grade may be adjusted by the Engineer from that shown on the drawings to meet field conditions and no extra compensation shall be claimed therefore. Whenever the nature of the material excavated is such as to render it unsuitable for backfill material, the Contractor shall furnish suitable material as described in these specifications or shown on the Contract Drawings.
3. Dewatering: Remove any standing water in trench before pipe or bedding installation.
4. For trench conditions, the pipe shall be installed in sand pipe bedding placed on a flat trench bottom. The bedding material shall be worked (chinked) under the haunches manually to assure proper support. The bedding material shall completely fill the trench and extend for a minimum of 6 inches above and below the top and bottom of the pipe, and 9 inches on either side respectively, as indicated in the Contract Drawings. Suitable backfill material shall be placed above the pipe bedding material in 9-inch lifts and compacted to 90 percent maximum density. The Contractor shall place warning tape along the length of the trench installation one foot below finish grade.
5. Maximum lengths of fused pipe to be handled as one section shall be places according to manufacturer's recommendations as to pipe size, pipe DR and topography so as not to cause excessive gouging or surface abrasion; but not to exceed 400 feet.
6. Temporarily cap pipe sections longer than a single length (40 feet) on both ends during placement and on leading end of fusion operations, thereby preventing unnecessary intrusion of soil.
7. Tracer wire shall be installed with all below grade piping.
8. Notify ENGINEER prior to pipe installation in trench to allow time for ENGINEER'S inspection. Any irregularities found during this inspection must be corrected before lowering the pipe into the trench. Pipe shall be

allowed sufficient time to adjust to trench temperature prior to any testing, segment tie-ins, and/or backfilling.

9. Contractor shall maintain proper trench width during pipe installation as shown on the Contract Drawings. In areas where the Contractor's trenching operation exceeds the typical section, the Contractor may be required to use a higher strength class pipe in lieu of the designated class pipe at no additional cost to the Owner.

3.04 SEGMENT TESTING

1. The HDPE pipeline shall be subjected to an air test per 49 CFR 192.513 and as described herein to detect any leaks in the piping. Testing shall be performed below grade (inside the trench). The CONTRACTOR shall accept the responsibility for locating, uncovering (if previously backfilled), and repairing any leaks detected during testing.
2. All installed pipe shall be subject to air test pressure of 150 psig for a period of 1 hour at a temperature not to exceed 100F. During this period, no loss of pressure shall be observed.
3. Any section of pipe that fails to meet the stipulated pressure test shall be checked by the CONTRACTOR and corrective measures taken. The test shall then be repeated, at no additional cost to the OWNER, until test results meet the specified requirements.
4. No pipe installation will be accepted unless and until it meets the pressure test requirements.
 - a. Equipment: Contractor shall provide the following equipment for the pressure test:
 - b. Pneumatic compressor separator-dryer system capable of providing oil-free, dry air and equipped with one or more full capacity, safety-relief valves set at a pressure of not more than 105 percent of the required test pressure.
 - c. Pressure gauges of suitable sizes.
5. Procedure:
 - a. Periodic testing shall be performed using accurately calibrated instruments and oil-free, dry air. Tests shall be performed on piping after the piping has been completely installed. All parts of the piping system shall be subjected to the test pressure of 150 psig for 1 hour. During this period, no loss of pressure shall be observed. CONTRACTOR shall recognize the hazards associated with air testing and shall take all necessary precautions to protect test

personnel. All piping to be tested shall be secured to prevent damage to adjacent piping and equipment in the event of a joint failure. Any appurtenant instruments or devices that could be damaged by the test shall be removed from the piping or suitably isolated prior to applying the test.

- b. Test Records: Records shall be made of each piping system installation during the test. These records shall include:
 - 1) Date of test.
 - 2) Description and identification of piping tested.
 - 3) Test pressure.
- c. Remarks, to include such items as:
 - 1) Leaks (type, location).
 - 2) Repairs made on leaks.

Certification by CONTRACTOR and signed acknowledgement by ENGINEER.

- 6. The ENGINEER shall be notified prior to commencement of the testing procedure.

3.05 TEST FAILURE

- 1. The following steps shall be performed when a pipe segment fails the test described above.
 - a. The pipe and all fusions shall be inspected for cracks, pinholes, or perforations.
 - b. All capped ends shall be inspected for leaks.
 - c. Leaks shall be located and/or verified by applying a soapy water solution and observing soap bubble formation.
- 2. All pipe and fused joint leaks shall be repaired by cutting out the leaking area and refusing the pipe.
- 3. Pipeline Cleaning: All piping shall be cleaned using a pig to the satisfaction of the Engineer or Owner that the inside of the pipe is free of any and all dirt, debris, or other foreign object.

3.06 OPERATOR QUALIFICATION

- A. The CONTRACTOR shall submit to the ENGINEER prior to construction, written qualification documentation stating that the personnel performing covered tasks on the constructed pipeline have been qualified according to CFR 49 Part 192 Subpart N.

- B. The written documentation shall include the following:
 - 1. Identification of qualified individual(s).
 - 2. Identification of covered tasks the individual is qualified to perform.
 - 3. Date(s) of current qualification.
 - 4. Qualification method(s).
- C. The ENGINEER shall review and approve or disapprove the qualification documentation prior to commencing work.
- D. CONTRACTOR shall employ personnel qualified for the following tasks:
 - 2. Testing
 - 3. Plastic Pipe Fusion

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

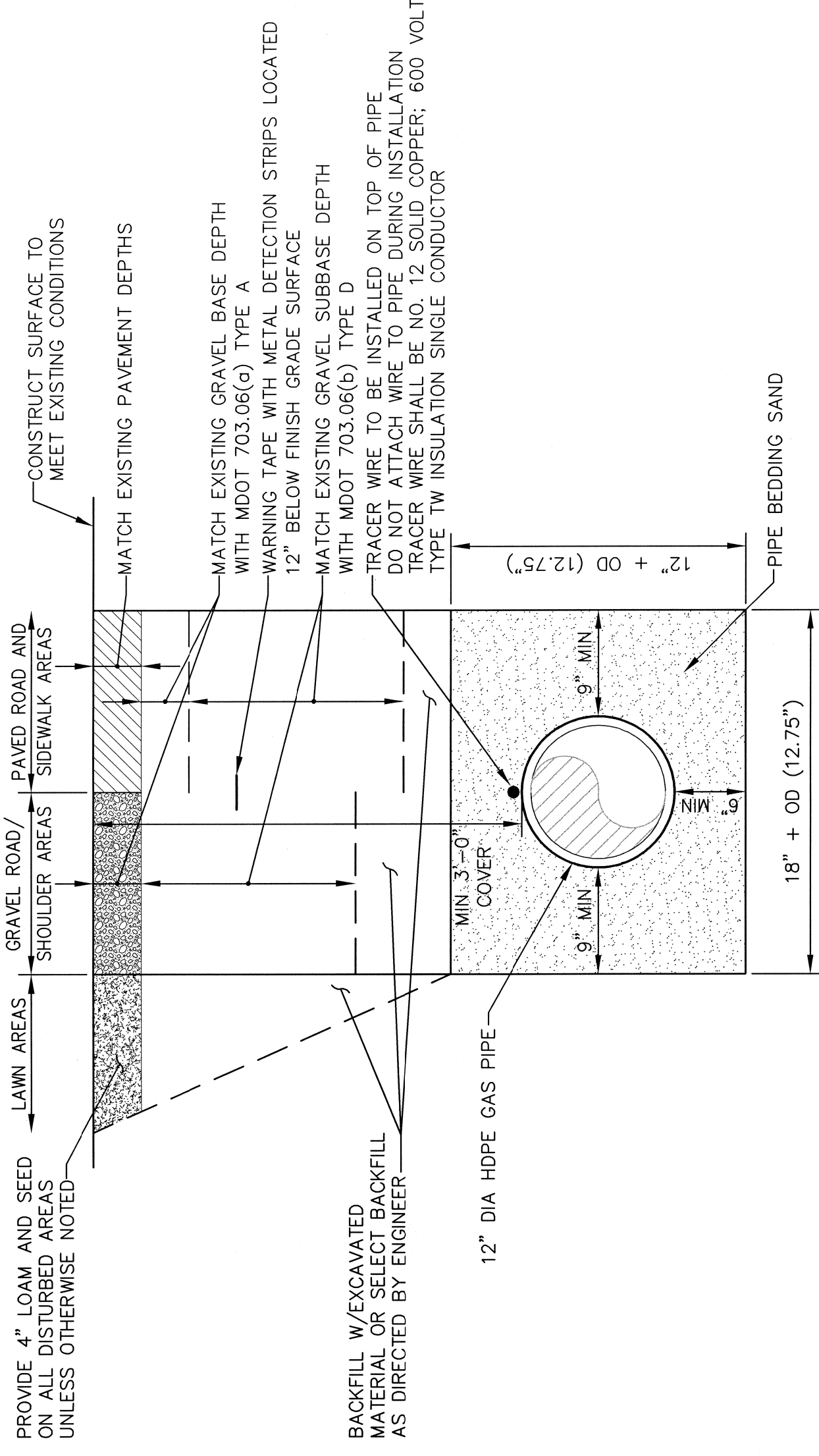
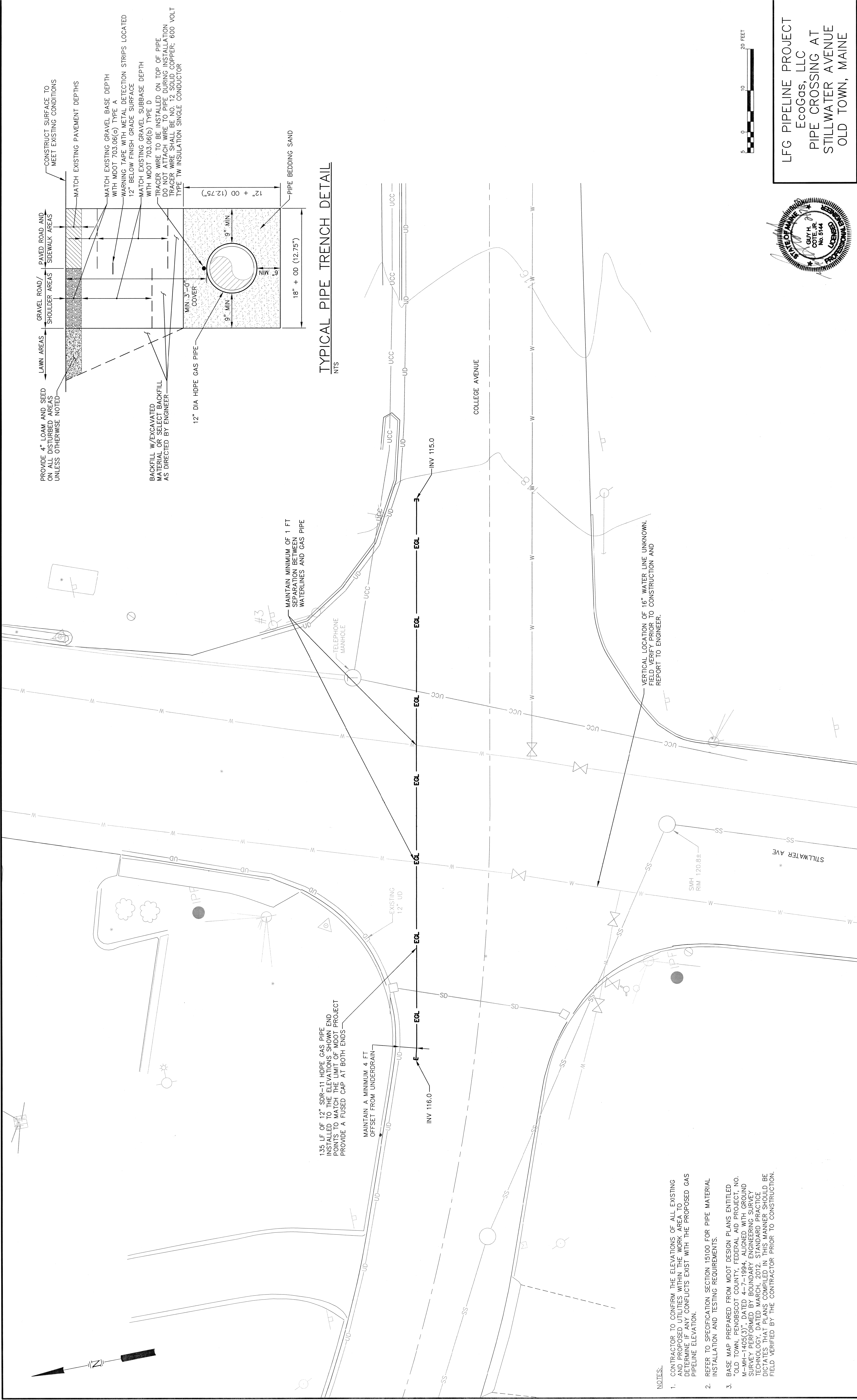
PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section describes the measurement and payment for the work to be completed under each item noted. The descriptions may not reference all the associated work. Work specified but not specifically designated as a Proposal item is considered incidental to all Proposal items.

1.02 DESCRIPTION OF BASE BID ITEMS

- A. Item 832.04 – Survey Control
 - a. Method of Measurement: Survey control accepted for payment shall establish control and provide the horizontal and vertical location of the SDR 11 HDPE Pipe in the field prior to and after construction.
 - b. Method of Payment: The contract lump sum price for survey control shall include all labor, tools and equipment necessary to complete this work.
- B. Item 890.042 – 12” SDR 11 HDPE
 - a. Method of Measurement: Pipe will be measured by the length in feet along the centerline of the pipe, including fittings and gate valves, installed as directed, complete in place and accepted.
 - b. Method of Payment: The contract price per linear foot for pipe installation shall be full compensation for all labor, material, fusion training, tools and equipment necessary to complete this work including excavation, bedding, backfill, compaction, pipe testing, preparation of as-built drawings to be submitted electronically and all else indicated thereto for which payment is not provided under other items.



TYPICAL PIPE TRENCH DETAIL
NTS

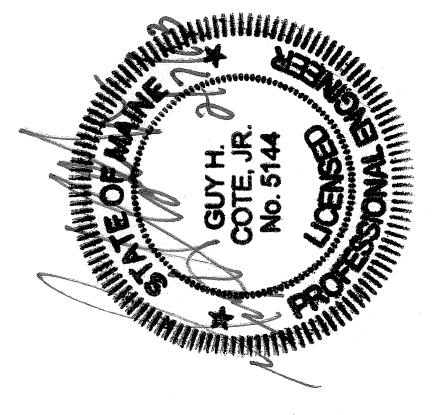
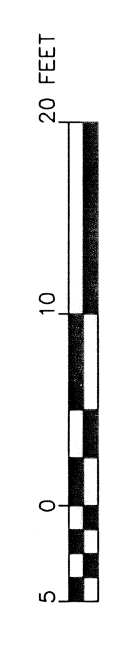
135 LF OF 12" SDR-11 HDPE GAS PIPE INSTALLED TO THE ELEVATIONS SHOWN END POINTS TO MATCH THE LIMIT OF MDOT PROJECT PROVIDE A FUSED CAP AT BOTH ENDS

MAINTAIN A MINIMUM 4 FT OFFSET FROM UNDERDRAIN

MAINTAIN MINIMUM OF 1 FT SEPARATION BETWEEN WATERLINES AND GAS PIPE

VERTICAL LOCATION OF 16" WATER LINE UNKNOWN. FIELD VERIFY PRIOR TO CONSTRUCTION AND REPORT TO ENGINEER.

- NOTES:**
- CONTRACTOR TO CONFIRM THE ELEVATIONS OF ALL EXISTING UTILITIES AND WATERLINES IN THE WORK AREA. DETERMINE IF ANY CONFLICTS EXIST WITH THE PROPOSED GAS PIPELINE ELEVATION.
 - REFER TO SPECIFICATION SECTION 15100 FOR PIPE MATERIAL INSTALLATION AND TESTING REQUIREMENTS.
 - BASE MAP PREPARED FROM MDOT DESIGN PLANS ENTITLED "OLD TOWN, PENOBSCOT COUNTY, FEDERAL AID PROJECT, NO. M-MH-1405(3)", DATED 4-7-1994, ALIGNED WITH GROUND SURVEY PERFORMED BY BOUNDARY ENGINEERING SURVEY TECHNOLOGISTS, P.A. DATED MARCH 2012. STAKE PLACEMENT DATA OBTAINED FROM THE ABOVE MANNER SHOULD BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



LFG PIPELINE PROJECT
EcoGas, LLC
PIPE CROSSING AT
STILLWATER AVENUE
OLD TOWN, MAINE

SME
Sevee & Maher Engineers, Inc.
ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE
4 Blandford Road, PO Box 85A, Cumberland Center, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • www.smeinc.com

DEPARTMENT OF ENVIRONMENTAL PROTECTION
PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

PLEASE TYPE OR PRINT IN **BLACK INK ONLY**

Name of Applicant: (owner)	Maine Department of Transportation	Name of Agent:	Laurie Rowe
Applicant Mailing Address:	16 State House Station	Agent Phone # (include area code):	(207) 215-5072
Town/City:	Augusta	PROJECT Information Name of Town/City:	Old Town
		MDOT WIN:	14794.00
State and Zip code:	ME 04344	Name of Wetland or Waterbody:	Unnamed Wetlands and Unnamed tribsto the Still water River
Daytime Phone # (include area code):	(207) 624-3100	Map #:	Lot #:
Detailed Directions to Site:	Project is on Stillwater Ave beginning at College Avenue and extending 1.02 miles to the elementary school.		
	UTM Northing: (if known)		UTM Easting: (if known)
Description of Project:	Full Reconstruction of Stillwater Ave/ U.S. Rte. 2A. The construction will include 2-11' thru lanes, a 14' center turn lane, 2-4' paved shoulders, and a 5' sidewalk along the northerly side of the street.		
Part of a larger project? (check one) →	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check one) →	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Check one → This project <input checked="" type="checkbox"/> does (or) <input type="checkbox"/> does not involve work below mean low water (average low water).			

PERMIT BY RULE (PBR) SECTIONS: (Check at least one)

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, **have read** and will comply with all of the standards in the Sections checked below.

- | | | |
|---|---|---|
| <input type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input type="checkbox"/> Sec.(10) Stream Crossing | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input checked="" type="checkbox"/> Sec. (11) State Transportation Facil. | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Activities in/on/over significant vernal pool habitat |
| <input type="checkbox"/> Sec. (5) REPEALED | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities in existing dev. areas located in/on/over high or moderate value Inland waterfowl & wading bird habitat or shorebird nesting, feeding & staging areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (14) REPEALED | |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects | |
| <input type="checkbox"/> Sec. (9) Utility Crossing | | |

I have attached the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- Attach** a check for \$65 made payable to: "Treasurer, State of Maine". State agency-internally billed.
- Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- Attach Proof of Legal Name.** If applicant is not an individual or municipality, provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>)
- Attach photos of the proposed site where activity will take place as outlined in PBR Sections checked above.**
- Attach** all other required submissions as outlined in the PBR Sections checked above.

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.**

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:	<i>Judy C. Gath</i>	Date:	8/20/12
----------------------------------	---------------------	-------	---------

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver 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
 17 STATE HOUSE STATION
 AUGUSTA, ME 04333-0017
 (207)287-3901

PORTLAND DEP
 312 CANCO ROAD
 PORTLAND, ME 04103
 (207)822-6300

BANGOR DEP
 106 HOGAN ROAD
 BANGOR, ME 04401
 (207)941-4570

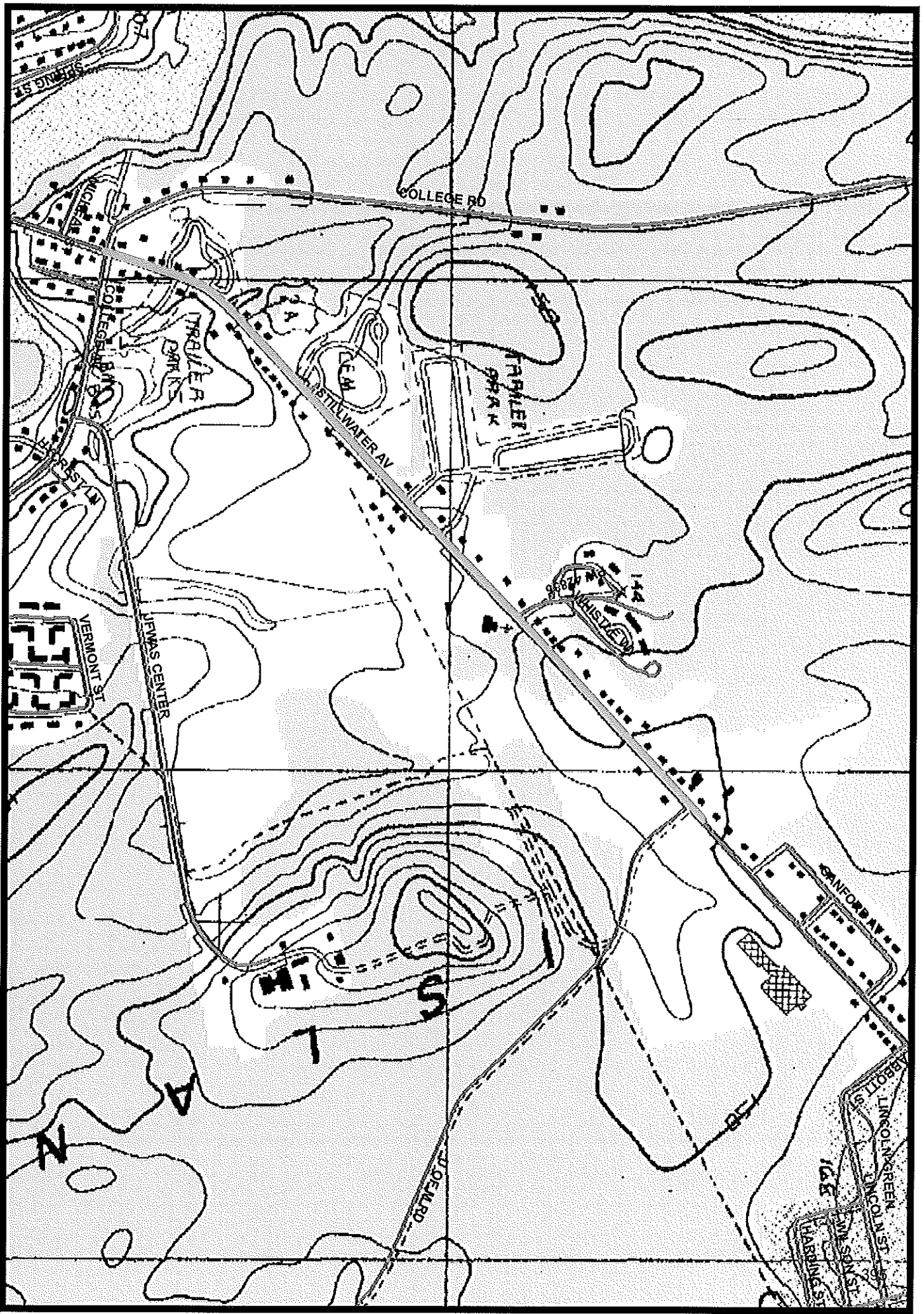
PRESQUE ISLE DEP
 1235 CENTRAL DRIVE
 PRESQUE ISLE, ME 04769
 (207)764-0477

OFFICE USE ONLY	Ck.#	Date	Staff	Staff	394
PBR #	FP		Acc. Date	Def. Date	



Project Segment

Old Town 14794.00



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.



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

REPLY TO
ATTENTION OF

MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

OFFICE OF ENVIRONMENTAL SERVICES
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2012-01886
CORPS PGP ID# 12-268
STATE ID# PBR

DESCRIPTION OF WORK:

Place fill below the ordinary high water line of two unnamed streams and in adjacent freshwater wetlands at Old Town, Maine in order to reconstruct a 1.08 mile section of Stillwater Avenue (Route 2A). Approximately 539 s.f. of stream bed and 2,824 s.f. of wetland will be impacted by the project. This work is shown on the attached plans entitled "STILLWATER AVENUE/ROUTE 2A, OLD TOWN" in 15 sheets undated.
DOT PIN: 14794.00

LAT/LONG COORDINATES : 44.9146144° N 68.6840246° W USGS QUAD: OLD TOWN, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine General Permit (GP). Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 41 of the GP (page 18) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 12, 2015. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 12, 2016.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [], ISSUED [], DENIED [] DATE: _____

APPLICATION TYPE: PBR: TIER 1: _____ TIER 2: _____ TIER 3: _____ LURC: _____ DMR LEASE: _____ NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 9/6/12 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2:

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 _____, 404 10/404 _____, 103 _____

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

JAY V. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION
DATE: 10/7/12



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

**PLEASE NOTE THE FOLLOWING GENERAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2012-01886**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. New or replacement culverts shall be installed as specified in the Department of the Army Maine General Permit General Requirements listed on page 12-14, conditions 22.
4. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
5. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.
6. In water work shall be conducted between July 15 and October 1 in order to minimize potential impacts to fisheries and local water quality.

68.7° W

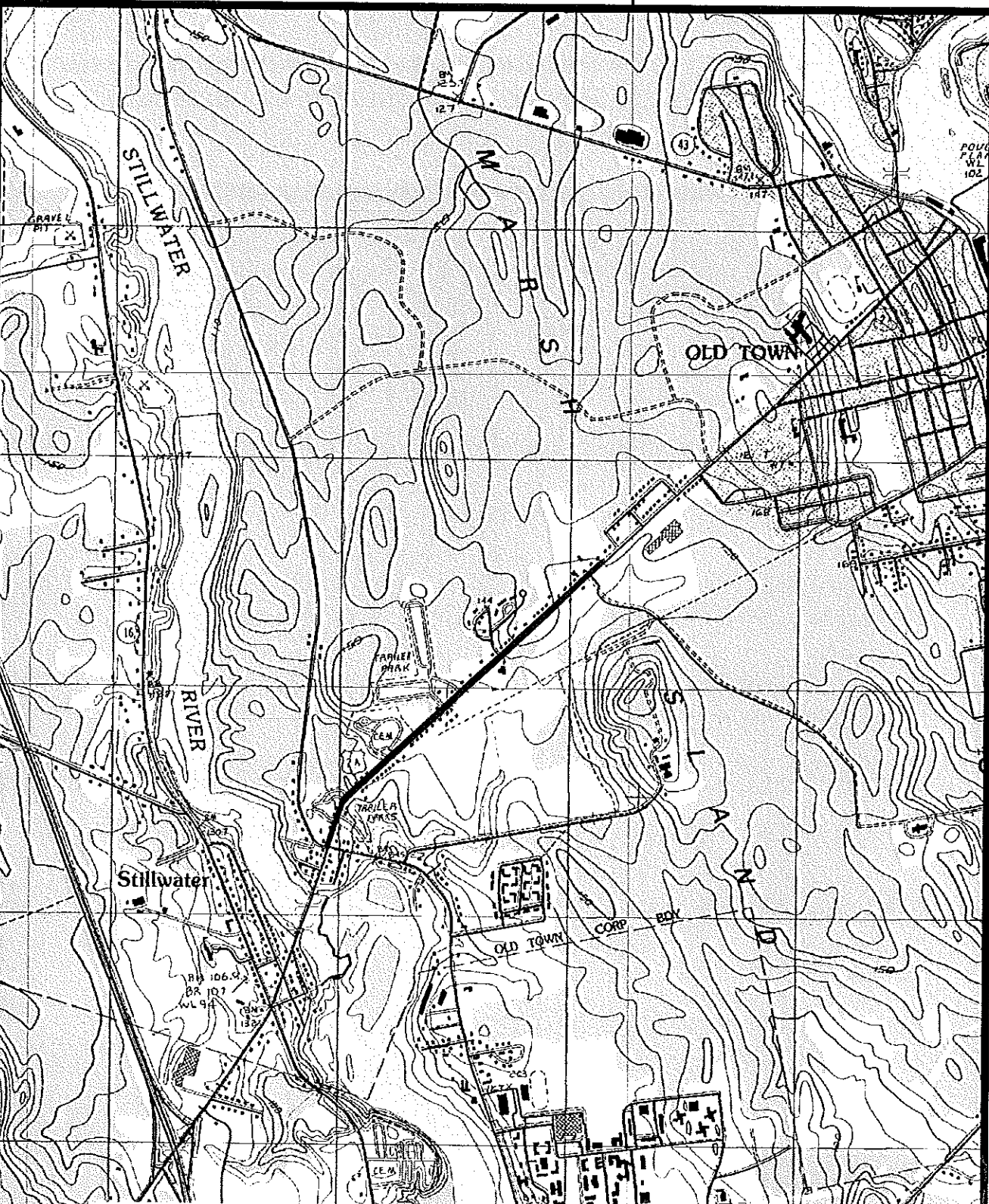
68.667° W

44.933° N

44.933° N

44.9° N

44.9° N



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

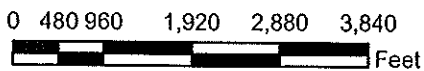
STILLWATER AVE. \ ROUTE TOWN

14794.00

PLANS

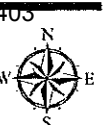
68.7° W

68.667° W



Old Town 14794.00

Stillwater Ave



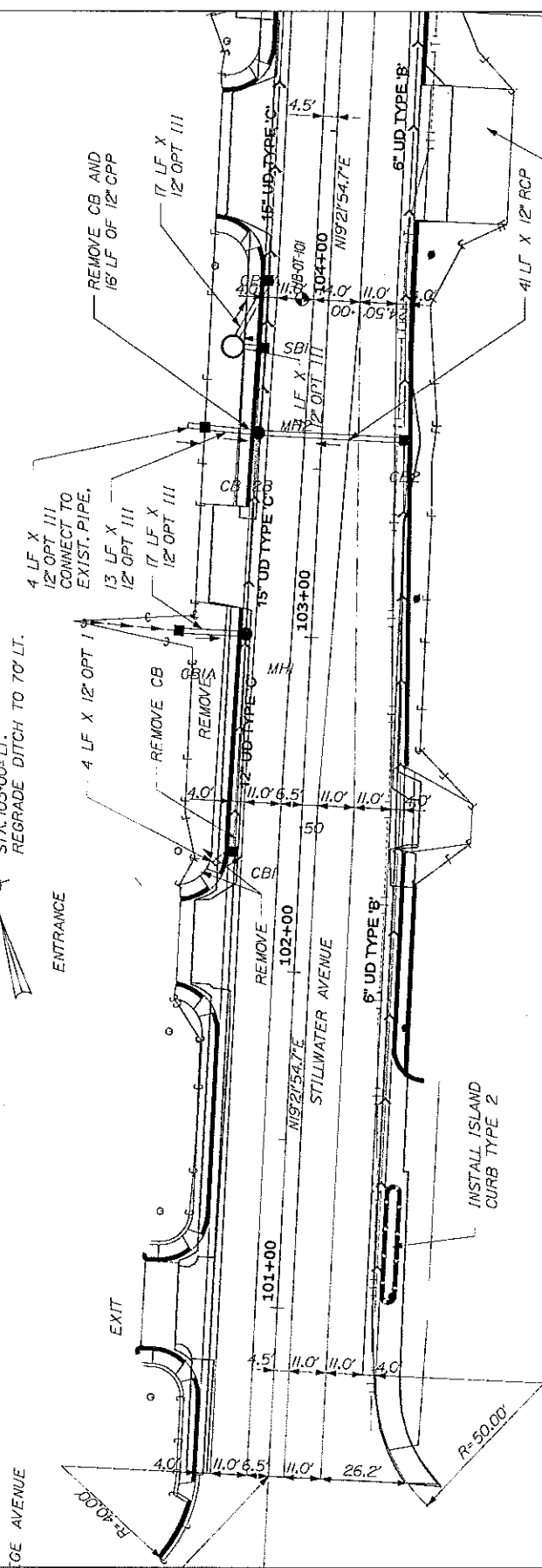
Old Town 14794.00			
	PSS	PFO	RUS
Station			
108+50	550		
131+00	603		
131+50			206
131+50	47		
132+50		599	
137+50		366	
147+75	347		
148+00			333
148+00	167		
151+00	145		
Total:	1859	965	539
Total Wetland Impact : 2824 sq ft			
Total Stream Impact: 539 sq ft			

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	STILLWATER AVE. ROUTE TOWN
14794.00	PLANS 404

STA. 103+85 LT.
INSTALL TREE BOX FILTER
WITH 2" CALIPER ASH.
OUTLET TO CB2A.



STA. 103+00± LT.
REGRADE DITCH TO 70' LT.



4 LF X 12\"/>

13 LF X 12\"/>

REMOVE CB AND
16' LF OF 12\"/>

17 LF X 12\"/>

15' UD TYPE 'C'
104+00

11.0' 11.0' 4.0' 4.5'

6\"/>

41' LF X 12\"/>

4 LF X 12\"/>

13 LF X 12\"/>

17 LF X 12\"/>

15' UD TYPE 'C'
103+00

11.0' 6.5' 11.0' 11.0' 4.0'

6\"/>

INSTALL ISLAND
CURB TYPE 2

DRIVE THRU

DRIVE THRU

EDGE AVENUE

EDGE AVENUE

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. ROUTE 209N

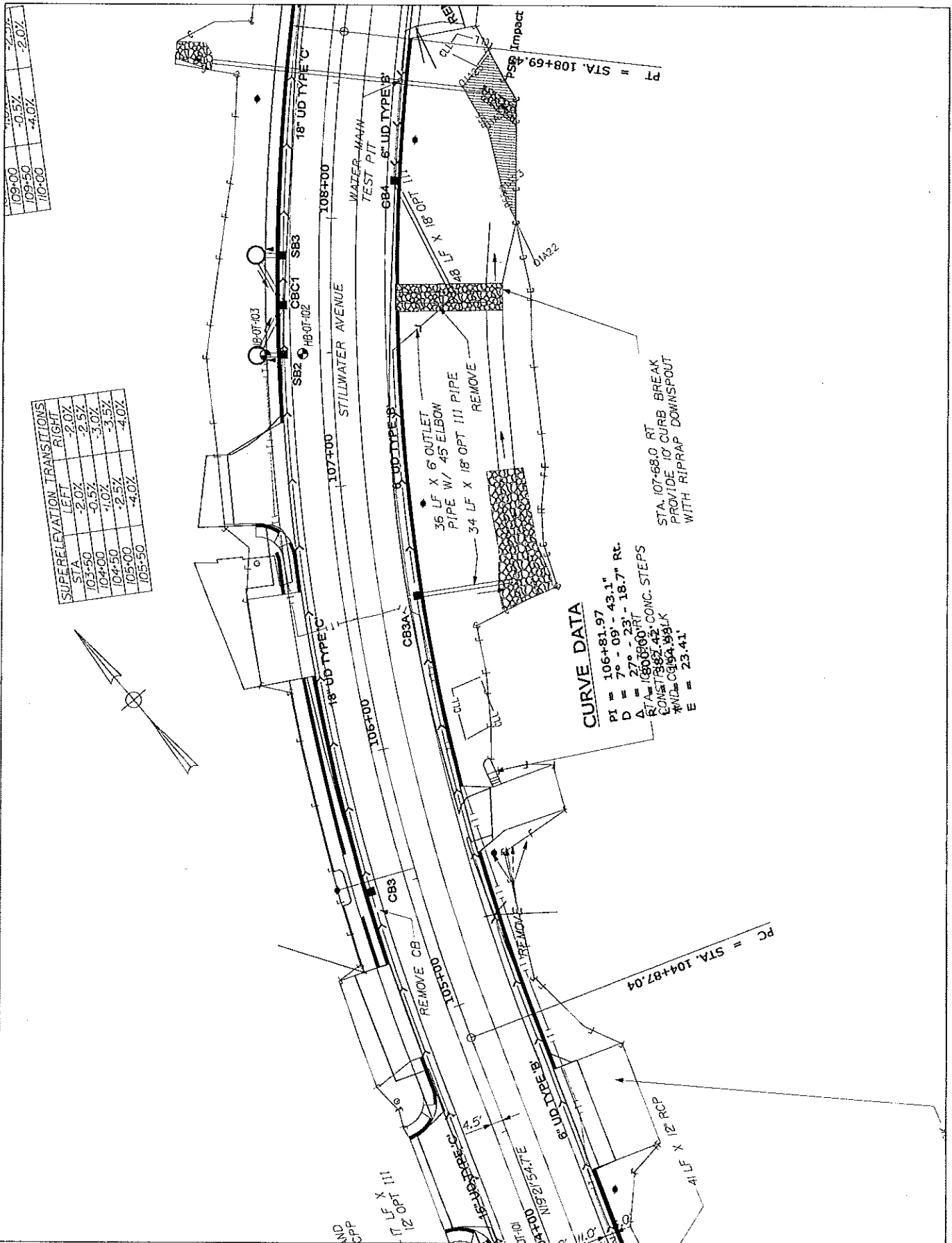
SHEET NUMBER

1 405

14794.00

PLANS

OF 13



109+00	-2.0%
109+50	-0.5%
110+00	-4.0%

SUPERELEVATION TRANSITIONS		
STA	LEFT	RIGHT
103+50	-2.0%	2.0%
104+00	-0.5%	-2.5%
104+50	-1.0%	-3.0%
105+00	-2.5%	-3.5%
105+50	-4.0%	-4.0%

CURVE DATA
 PI = 106+81.97
 D = 76 - 09' - 23" - 18.7" RC.
 A = 27° - 23' - 18.7" RT
 STA = 106+81.97
 CONST = 1987.43' CONC. STEPS
 WND = C694.93' X
 E = 23.41'

STA. 107+68.0 RT
 PROVIDE 10' CURB BREAK
 WITH RIPRAP DOWNSPOUT

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

14794.00

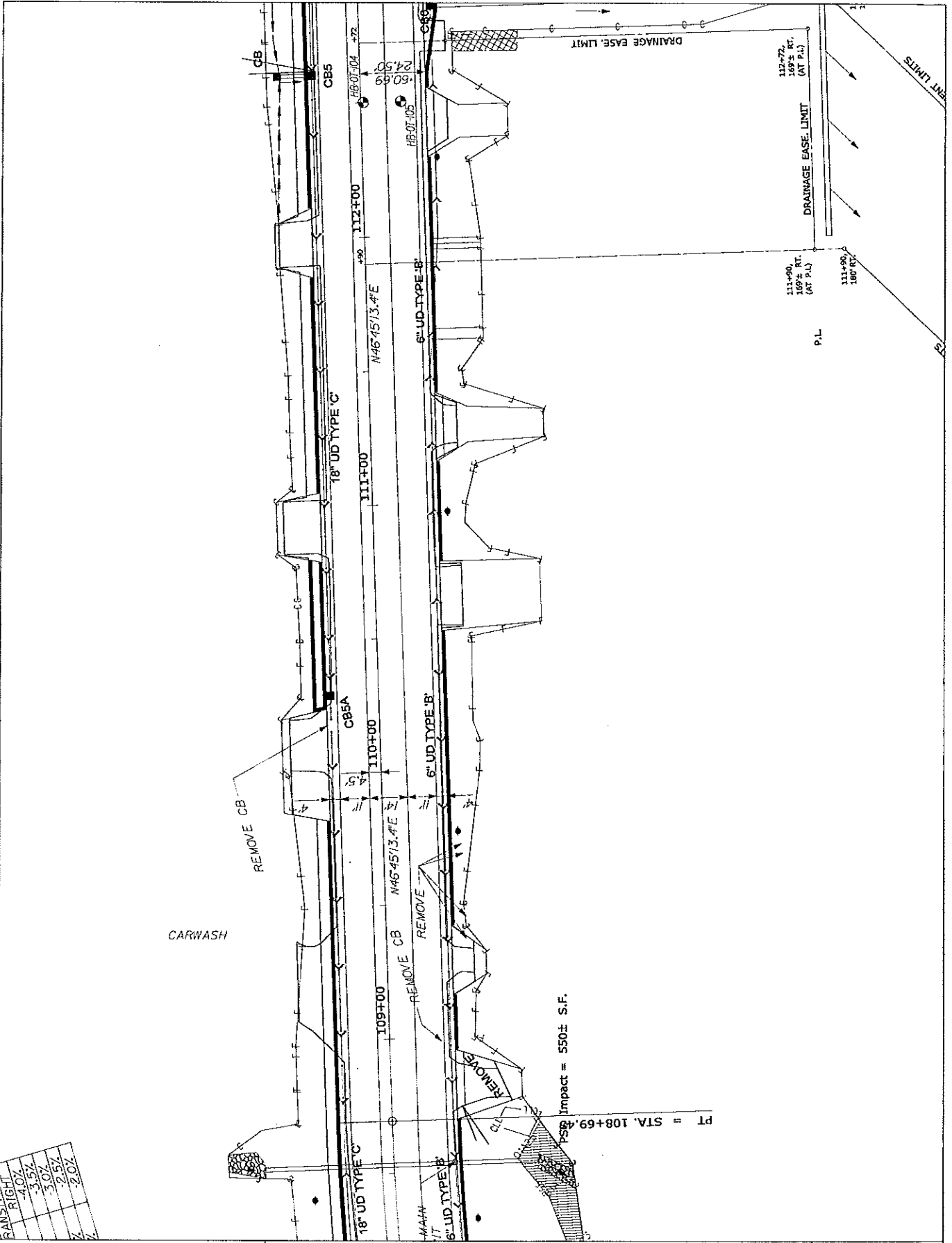
STILLWATER AVE. ROUTE 209N

PLANS

SHEET NUMBER

2 406

OF 13



RAINS	RIGHT
4.0%	
3.5%	
3.0%	
2.5%	
2.0%	

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

14794.00

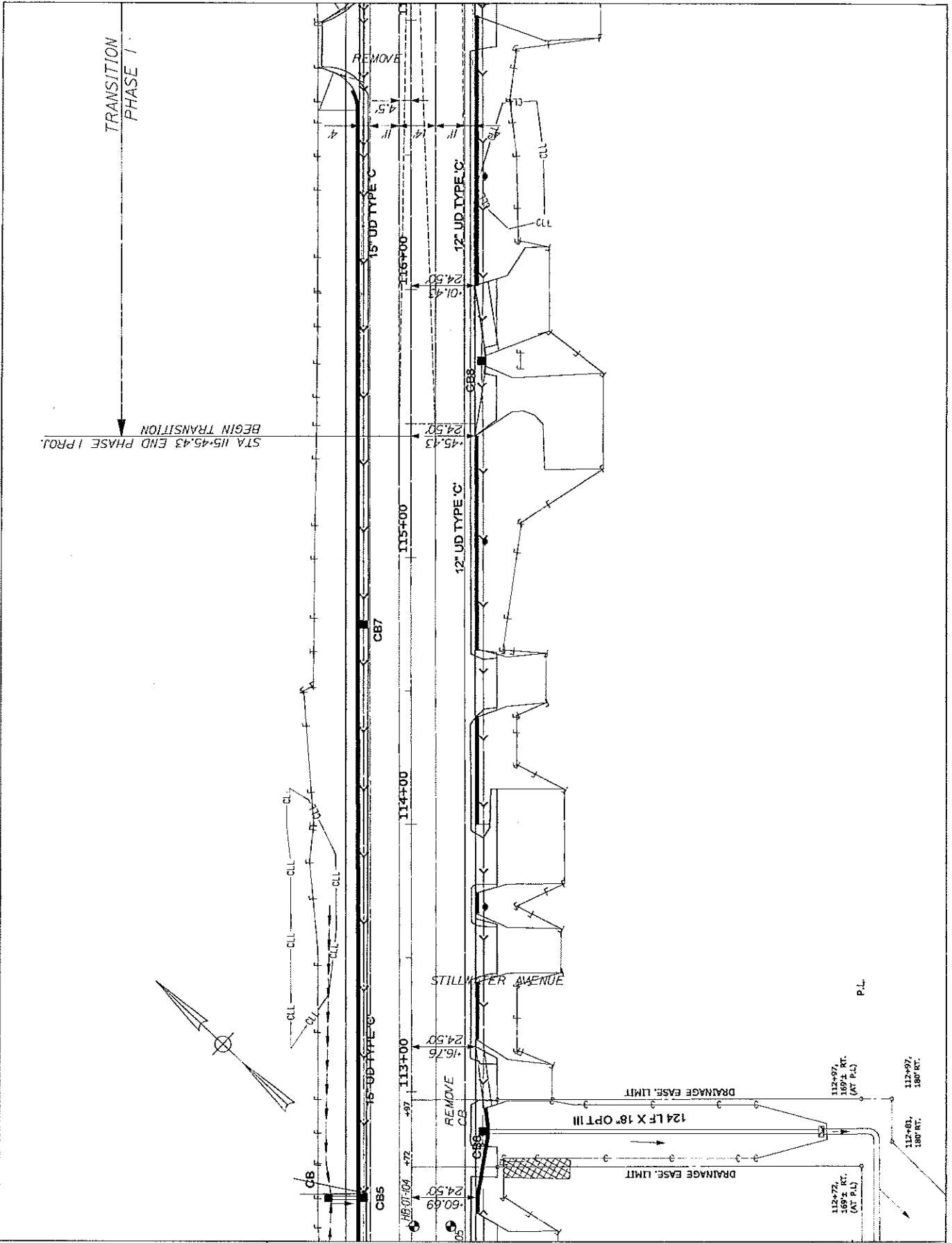
STILLWATER AVE. \ ROUTE TOWN

PLANS

SHEET NUMBER

3 407

OF 13



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. ROUTE TOWN

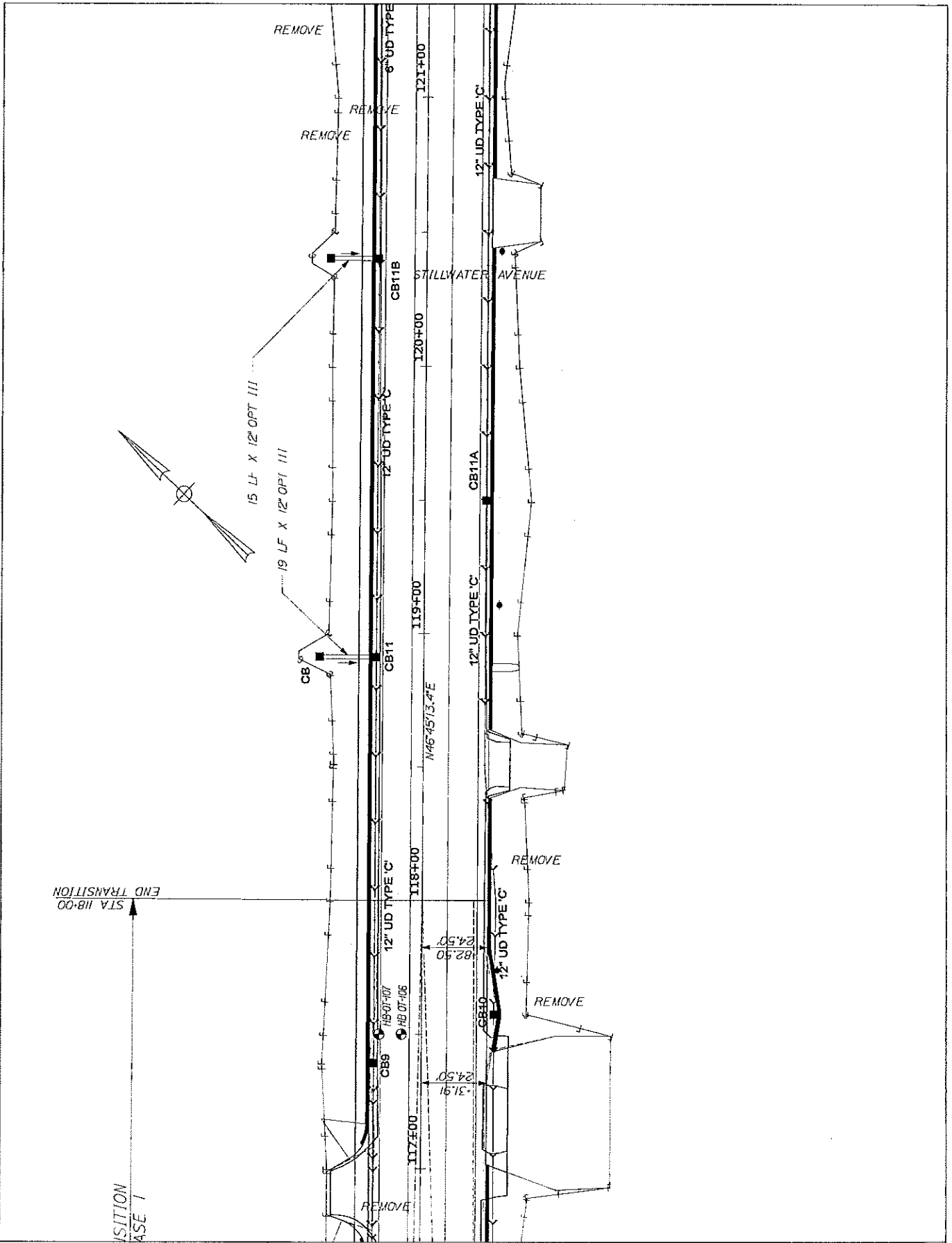
SHEET NUMBER

4 408

14794.00

PLANS

OF 13



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

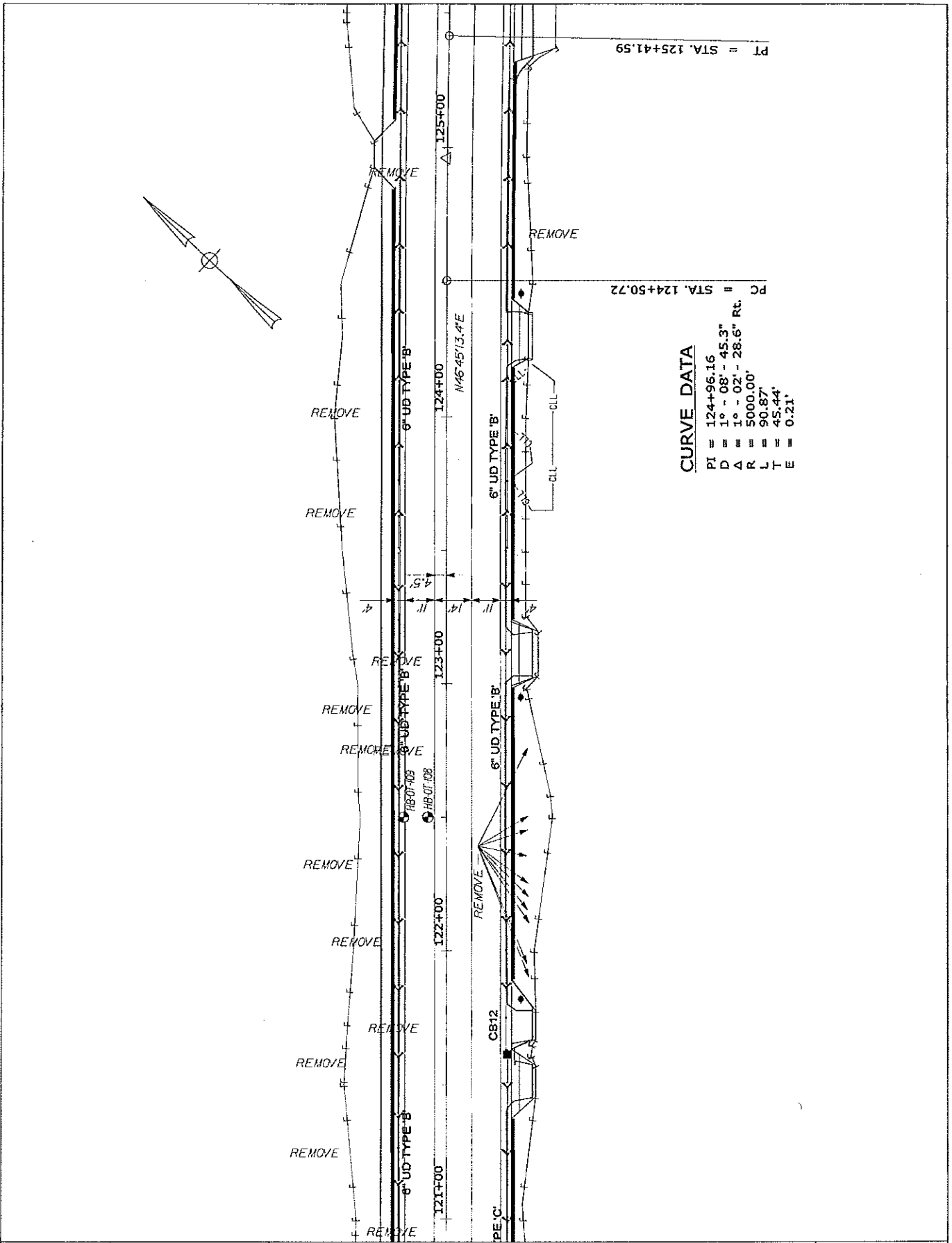
STILLWATER AVE. ROUTE TOWN

SHEET NUMBER
5 409

14794.00

PLANS

OF 13



CURVE DATA

PI = 124+96.16
 D = 1° - 08' - 45.3"
 Δ = 1° - 02' - 28.6" Rt.
 R = 5000.00'
 L = 90.87'
 E = 45.44'
 T = 0.21'

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. ROUTE TOWN

SHEET NUMBER

6 410

14794.00

PLANS

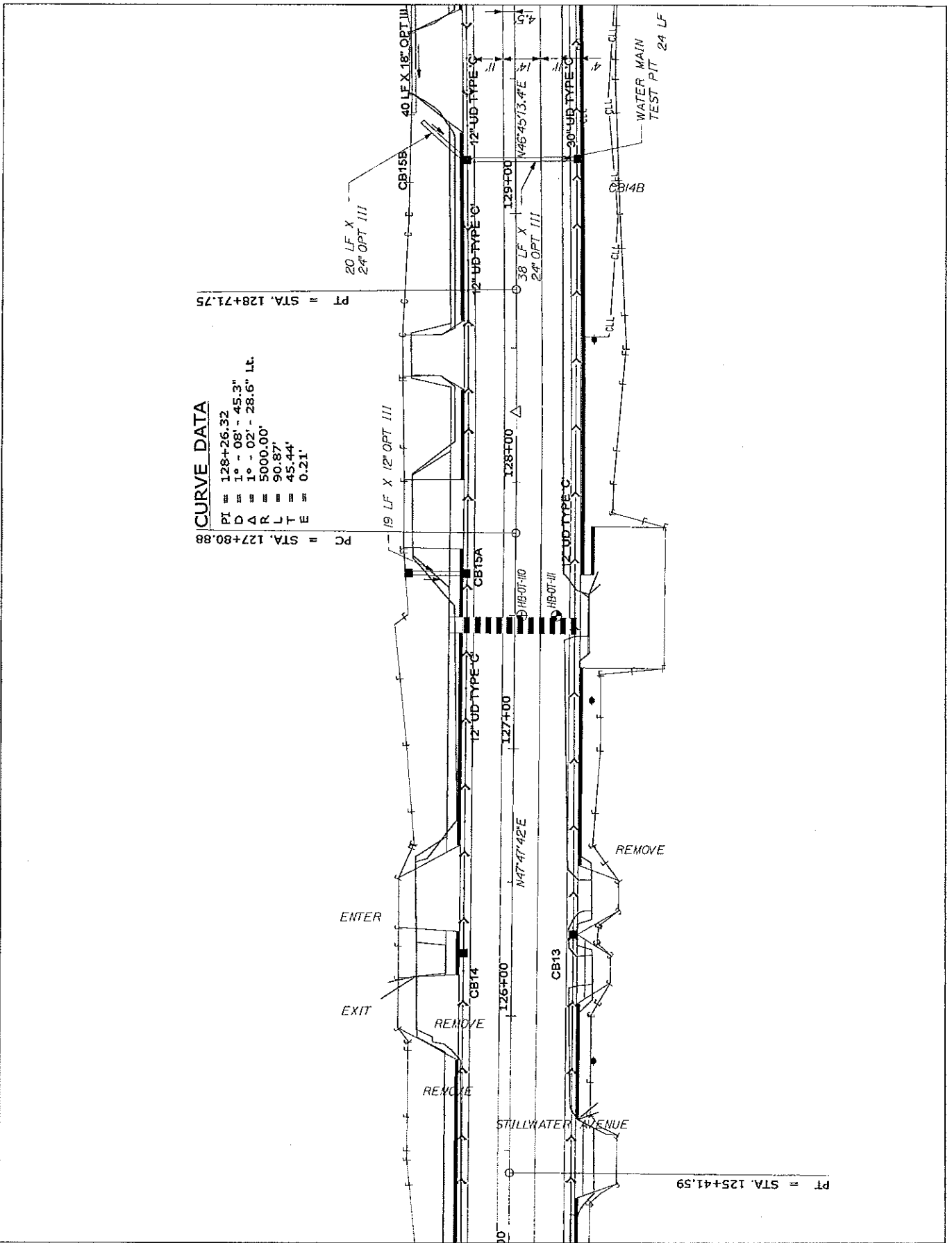
OF 13

CURVE DATA

PI = 128+26.32
 DA = 1° - 08' - 45.3"
 RA = 1° - 02' - 28.6" Lt.
 AL = 5000.00'
 LR = 90.87'
 LT = 45.44'
 TE = 0.21'

PC = STA. 127+80.88

PT = STA. 128+71.75



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

14794.00

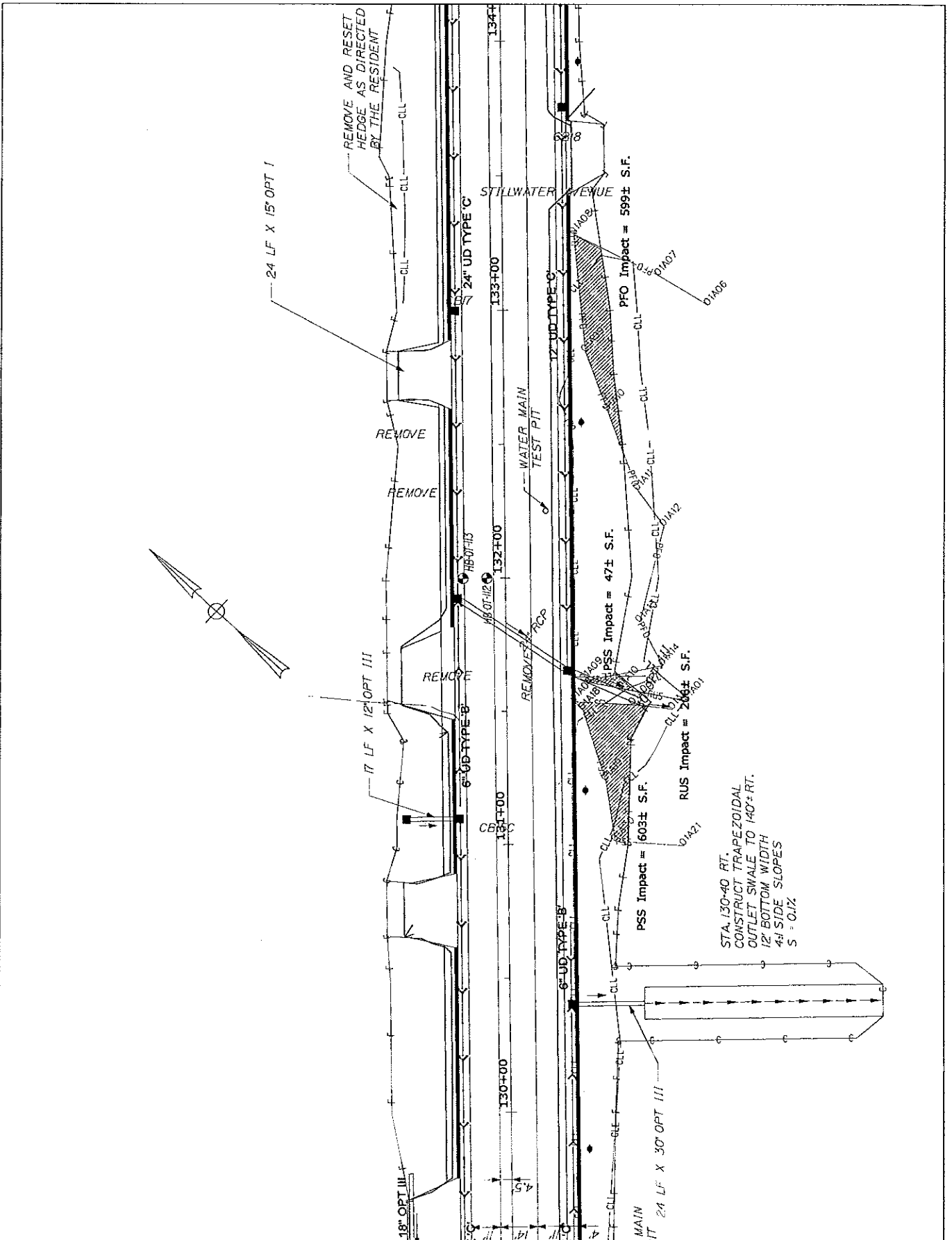
STILLWATER AVE. \ ROOTH TOWN

PLANS

SHEET NUMBER

7 411

OF13



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. \ ROUTE TOWN

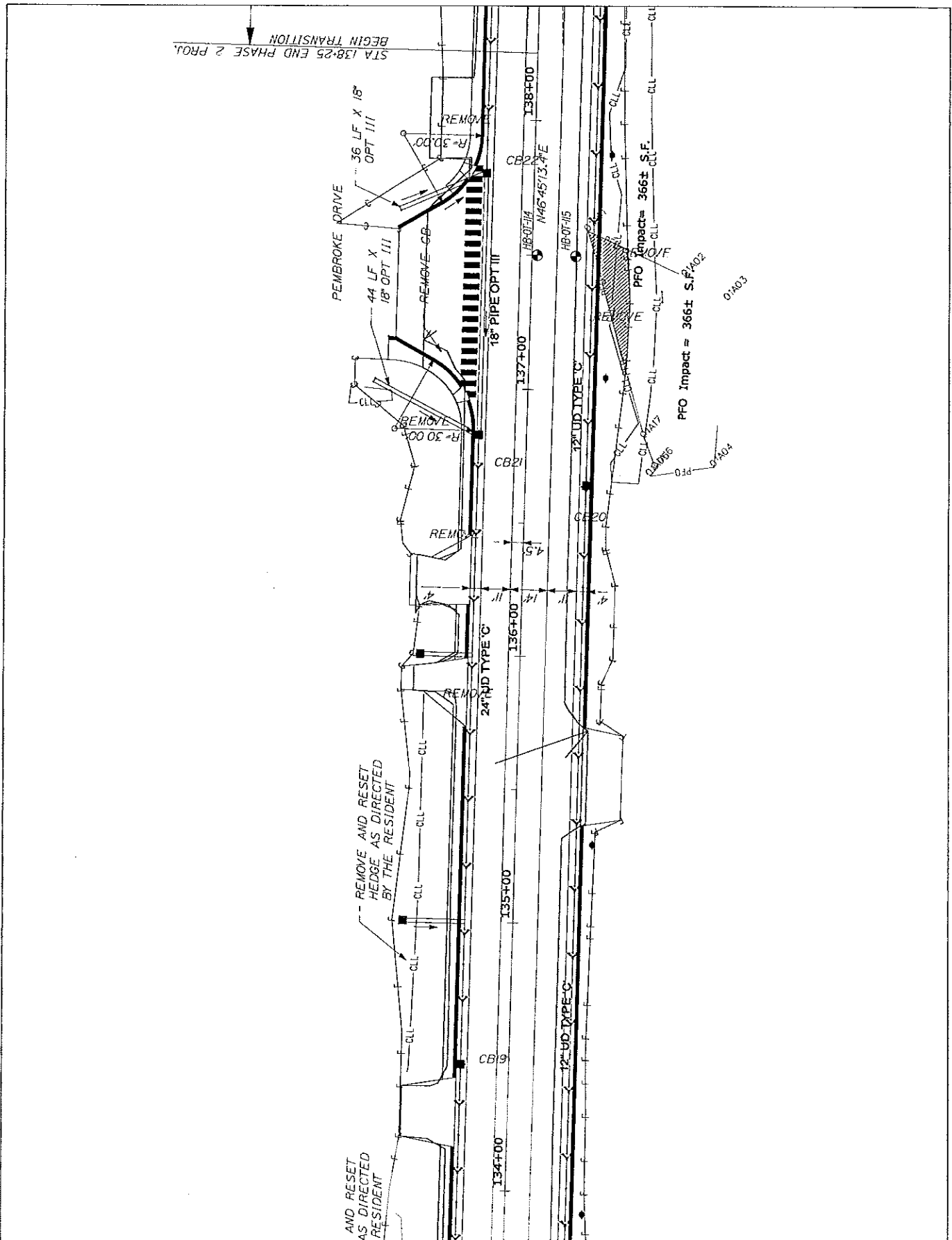
SHEET NUMBER

8 412

14794.00

PLANS

OF 13



STA 138+25 END PHASE 2 PROJ.
 BEGIN TRANSITION

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

14794.00

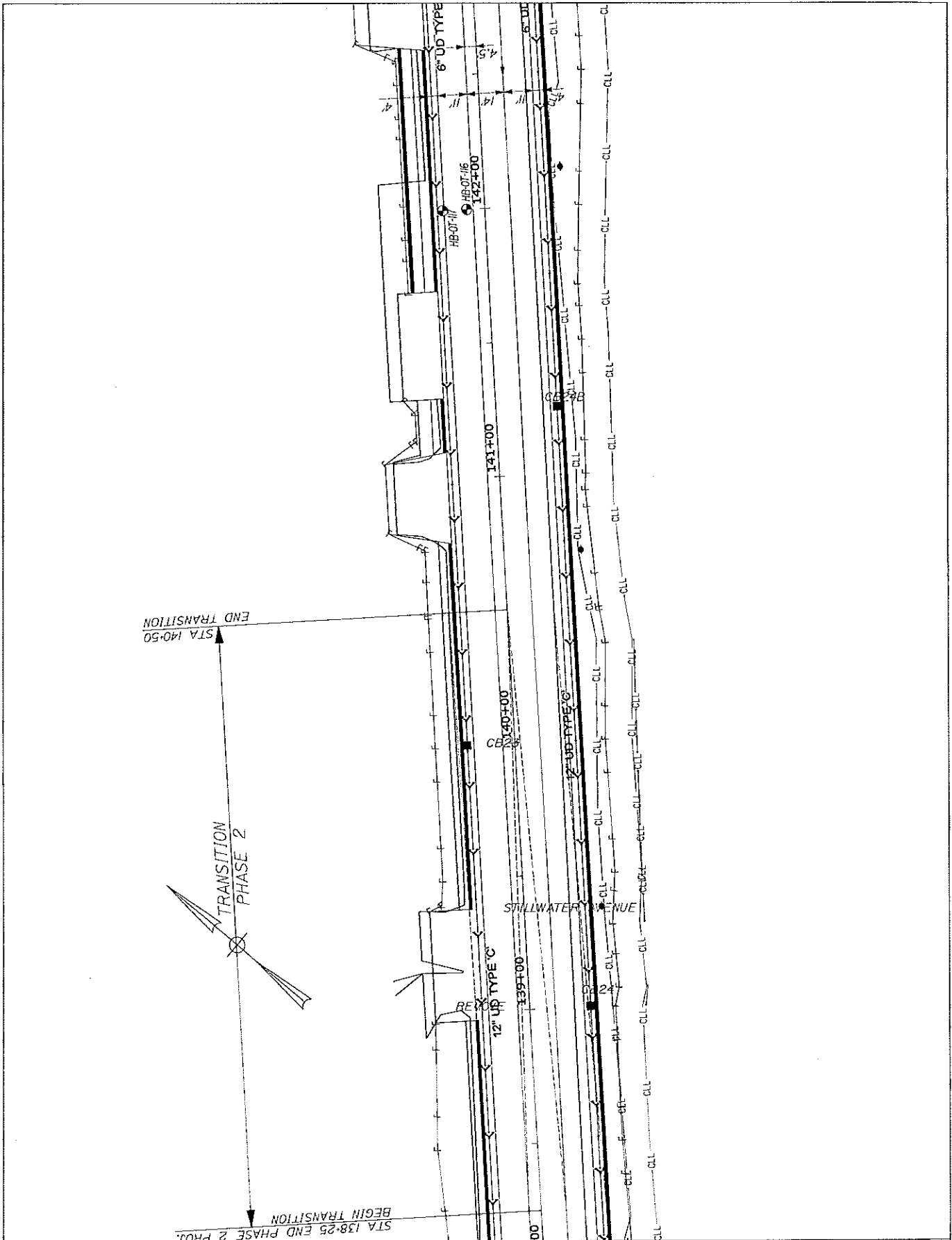
STILLWATER AVE. \ ROUTE TOWN

PLANS

SHEET NUMBER

9 413

OF 13



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

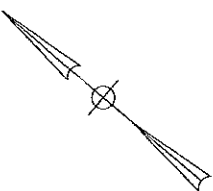
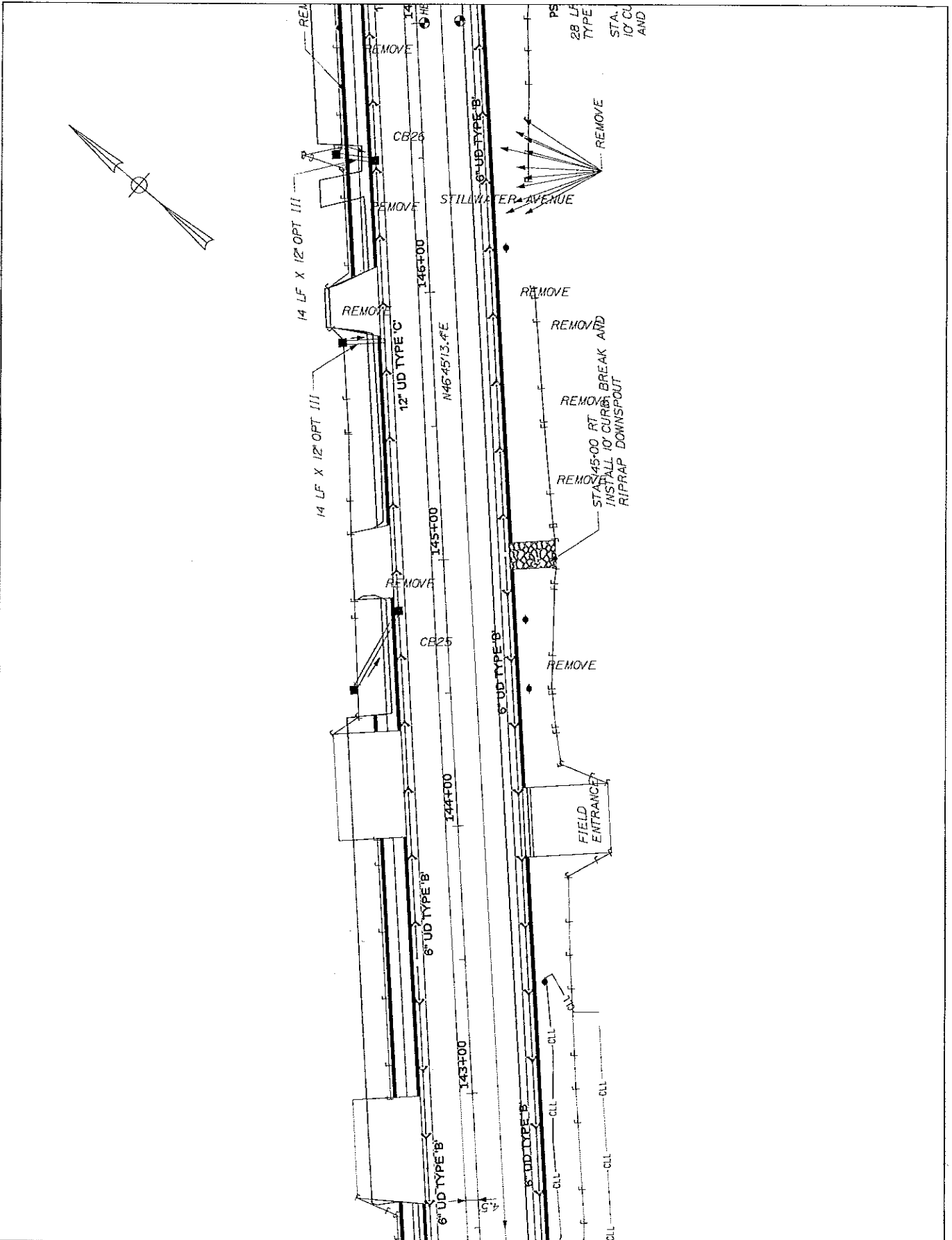
STILLWATER AVE. \ ROUTE TOWN

SHEET NUMBER
10₄₁₄

14794.00

PLANS

OF 13



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. \ ROUTE TOWN

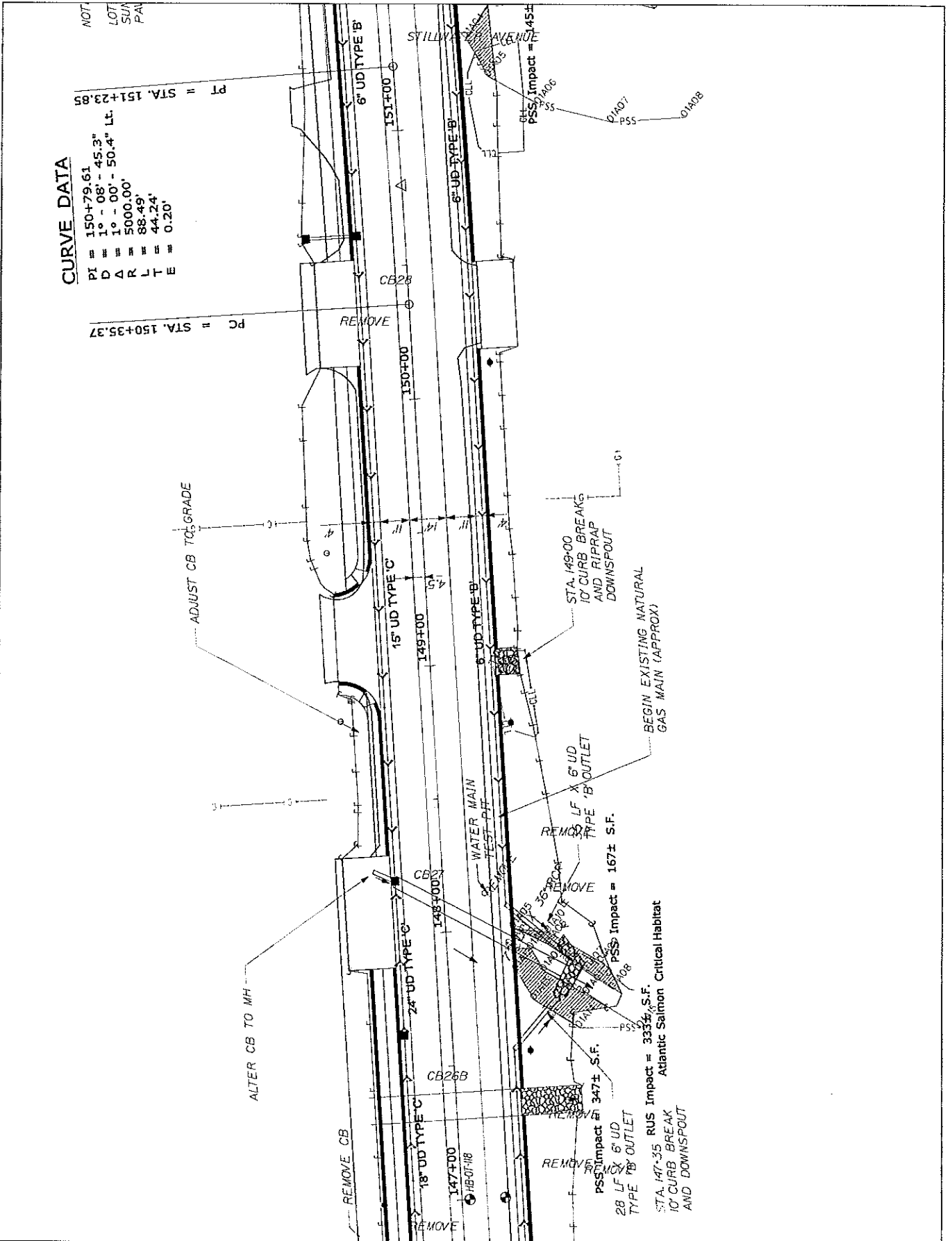
SHEET NUMBER

11 415

14794.00

PLANS

OF 13



CURVE DATA
 PI = 150+79.61
 D = 1° - 08' - 45.3"
 Δ = 1° - 00' - 50.4" LT.
 ΔR = 5000.00'
 L = 88.49'
 E = 44.24'
 E = 0.20'

PT = STA. 151+23.85

PC = STA. 150+35.37

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

STILLWATER AVE. ROUTE 20N

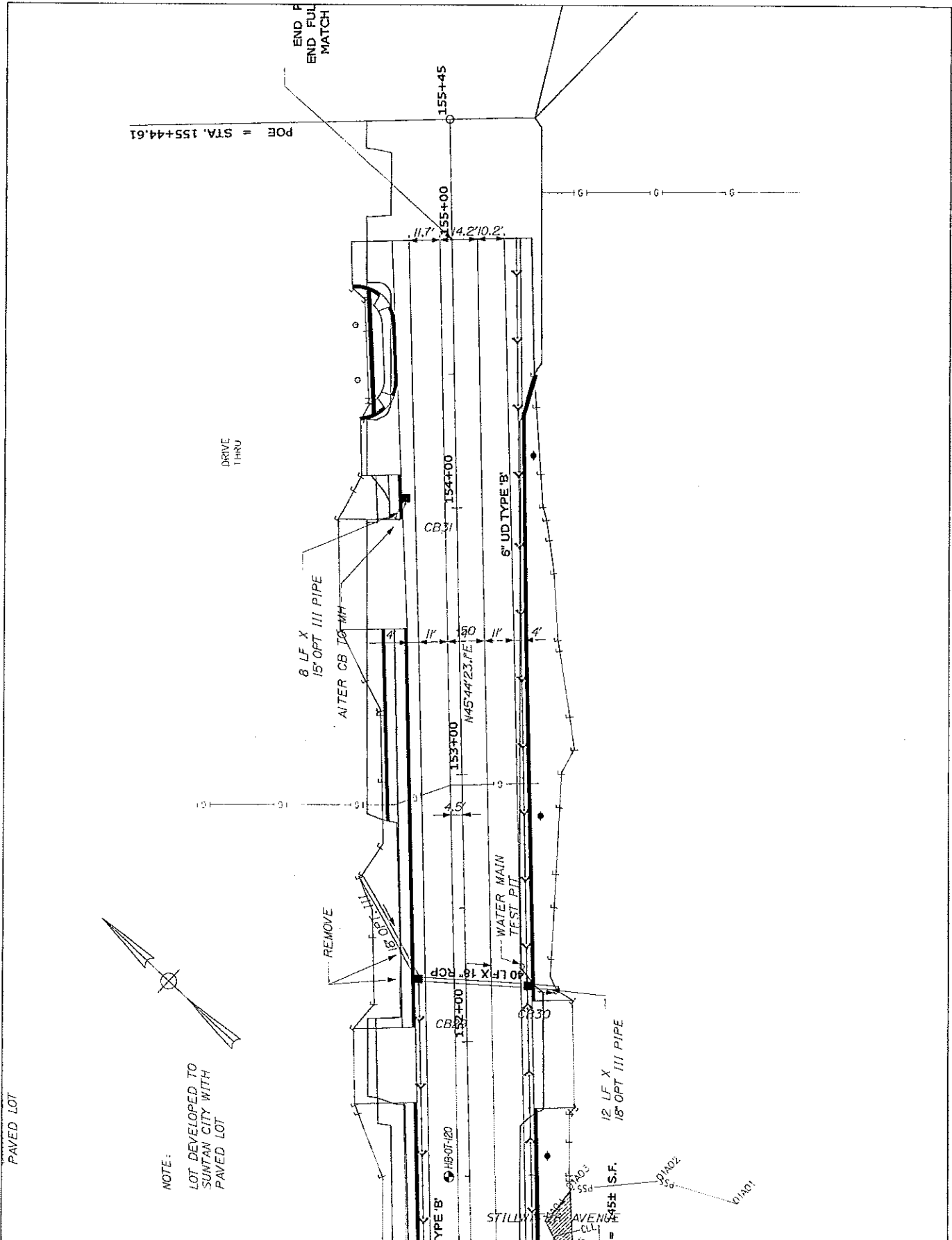
SHEET NUMBER

12⁴¹⁶

14794.00

PLANS

OF 13



NOTE:
 LOT DEVELOPED TO
 SUNTAN CITY WITH
 PAVED LOT

PAVED LOT

DRIVE
 THRU

STILLWATER AVE. ROUTE TOWN

STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION

SHEET NUMBER

13¹⁷

14794.00

PLANS

OF 13



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

(Minimum Notice: Permittee must sign and return notification
within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

Permit Number: NAE-2012-01886

Project Manager Clement

Name of Permittee: Maine Dept. of Transportation

Permit Issuance Date: _____

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

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

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

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

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number



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

**GENERAL PERMIT
WORK-START NOTIFICATION FORM**
(Minimum Notice: Two weeks before work begins)

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

Corps of Engineers Permit No. NAE-2012-01886 was issued to the Maine Dept. of Transportation on . This work is located in two unnamed streams and in adjacent freshwater wetlands at Old Town, Maine. The permit authorized the permittee to place fill below the ordinary high water line of two unnamed streams and in adjacent freshwater wetlands at Old Town, Maine in order to reconstruct a 1.08 mile section of Stillwater Avenue (Route 2A). Approximately 539 s.f. of stream bed and 2,824 s.f. of wetland will be impacted by the project.

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

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Numbers: () _____ () _____

Proposed Work Dates: Start: _____ Finish: _____

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

Printed Name: _____ **Title:** _____

Date Permit Issued: _____ **Date Permit Expires:** _____

FOR USE BY THE CORPS OF ENGINEERS

PM: Clement **Submittals Required:** No

Inspection Recommendation: Inspect as convenient

**DEPARTMENT OF THE ARMY
GENERAL PERMIT
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers (Corps) hereby issues this General Permit (GP) for activities in waters of the United States (U.S.) that have no more than minimal individual, secondary, and cumulative adverse effects on the aquatic environment in waters of the U.S. within the boundaries of and off the coast of the State of Maine.

I. GENERAL CRITERIA

In order for activities to qualify for this GP, they must meet the GP's terms and eligibility criteria (Pages 1 – 4), general conditions (GC) (Pages 5 – 18), and Appendix A - Definition of Categories.

Under this GP, projects may qualify for the following:

- Category 1: Category 1 Notification Form required.
(Submittal of the Category 1 Notification Form at Appendix B to the Corps is required.)
- Category 2: Application required.
(Submittal of an application to the Corps is required and written approval from the Corps must be received.)

If your project is ineligible for Category 1, it may qualify for Category 2 or an Individual Permit and you must submit an application (see Page 3). The thresholds for Categories 1 and 2 are defined in Appendix A. This GP does not affect the Corps Individual Permit review process or activities exempt from Corps regulation.

II. ACTIVITIES COVERED:

- Work and structures that are located in, under or over any navigable water of the U.S.¹ that affect the course, location, condition, or capacity of such waters; or the excavating from or depositing of material in such waters. The Corps regulates this under Section 10 of the Rivers and Harbors Act of 1899);
- The discharge of dredged or fill material into waters of the U.S.². The Corps regulates this under Section 404 of the Clean Water Act (CWA).³
- The transportation of dredged material for the purpose of disposal in the ocean. The Corps regulates this under Section 103 of the Marine Protection, Research and Sanctuaries Act.

¹ Defined at 33 CFR 329 and Appendix A, Page 4.

² Defined at 33 CFR 328

³ When there is a regulated discharge of dredged or fill material into waters of the U.S., the Corps will also consider secondary impacts, which are defined at Appendix A, Endnote/Definition 2.

III. PROCEDURES:

1. State Approvals

Applicants are responsible for applying for and obtaining any of the required state or local approvals (see GC 1, Page 5). Federal and state jurisdictions may differ in some instances. State permits may be required for specific projects regardless of the general permit category.

In order for authorizations under this GP to be valid, when any of the following state approvals or statutorily-required reviews is also required, the approvals must be obtained prior to the commencement of work in Corps jurisdiction.

- Maine Department of Environmental Protection (DEP): Natural Resources Protection Act (NRPA) permit, including permit-by-rule and general permit authorizations; 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: Aquaculture Leases.
- Maine Department of Conservation, Bureau of Parks and Lands, Submerged Lands: Lease

NOTE: This GP may authorize projects that are not regulated by the State of Maine (e.g., seasonal floats or moorings).

2. Corps Authorizations

a. Category 1 (Submission of Category 1 Notification Form required)

Eligibility Criteria

Activities in Maine that:

- Are subject to Corps jurisdiction (see GC 2, Page 5),
- Meet the terms and eligibility criteria of this GP (Pages 1 - 4),
- Meet all GCs of this GP (Pages 5 – 18), and
- Meet the definition of Category 1 in Appendix A - Definition of Categories,

may proceed without application to the Corps provided:

- The Category 1 Notification Form (Appendix B) is submitted to the Corps before starting the work authorized by this GP.

Consultation with the Corps and/or outside experts may be necessary to ensure compliance with this GP's general conditions (starting on Page 5) and related federal laws such as the National Historic Preservation Act, the Endangered Species Act (ESA), and the Wild and Scenic Rivers Act. For example, experts on historic resources may include the agencies and tribes referenced in GC 8, while experts on endangered species include the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). Project proponents are encouraged to contact the Corps with Category 1 eligibility questions.

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Category 1 authorization under this GP. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this GP. The state has concurred with the determination that projects authorized under Categories 1 and 2 of this GP are consistent with the enforceable policies of the Maine CZM Program.

b. Category 2 (Application to and written approval from the Corps required)

Eligibility Criteria

Activities in Maine that:

- Are subject to Corps jurisdiction (see GC 2, Page 5),
- Meet the terms of this GP (Pages 1 - 4),
- Meet all GCs of this GP (Pages 5 - 18),
- Meet the definition of Category 2 in Appendix A - Definition of Categories,

require an application to and written approval from the Corps. The Corps will coordinate review of Category 2 activities with federal and state agencies, as appropriate. To be eligible and subsequently authorized, an activity must result in no more than minimal impacts to the aquatic environment as determined by the Corps based on comments from the review team and the criteria listed above. This may require project modifications involving avoidance, minimization or compensatory mitigation for unavoidable impacts to ensure the net effects of a project are minimal. Compensatory mitigation for waterway/wetland impacts may take the form of wetland preservation, restoration, enhancement, creation, and/or “in-lieu fee” for inclusion into the Natural Resources Mitigation Fund. See www.nae.usace.army.mil/reg, “Mitigation” and then “Maine” for more information.

Work that is not regulated by the State of Maine, but is subject to Corps jurisdiction, is eligible for Category 2 authorization under this GP. The Maine DEP and LURC have waived WQC for projects authorized under Categories 1 and 2 of this GP. The state has concurred with the determination that projects authorized under Categories 1 and 2 of this GP are consistent with the enforceable policies of the Maine CZM Program.

3. Applying for a Permit

All applicants for Category 2 projects must:

- a.** Apply directly to the Corps using the state application form or the Corps application form (ENG Form 4345¹), and apply directly to the state (DEP, LURC, BPL or DMR) as applicable using the appropriate state form, if the work is regulated by the Corps and the state.
- b.** Apply directly to the Corps using the Corps application form (ENG Form 4345¹) if the work is regulated by the Corps but not the state (DEP, LURC, BPL or DMR).
- c.** Provide application information (see “Information Typically Required” in Appendix C) to help ensure the application is complete and to speed project review.
- d.** Submit a copy of their application materials to the Maine Historic Preservation Commission (MHPC) and the five Indian tribes listed at Appendix D, at the same time, or before, they apply to the state (DEP or 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 MHPC and tribes or a copy of the MHPC and tribal response letters is acceptable).

¹ Located at www.nae.usace.army.mil/reg under “Forms.”

4. Review Procedures

The Corps will coordinate review of all Category 2 activities with federal and state agencies, as appropriate, to ensure that the work will result in no more than a minimal impact to the aquatic environment. Applicants are responsible for applying for the appropriate state and local approvals listed on Page 2.

Emergency Procedures: 33 CFR 325.2(e)4 states that an “emergency” is a situation which would result in an unacceptable hazard to life, a significant loss of property, or an immediate, unforeseen, and significant economic hardship if corrective action requiring a permit is not undertaken within a time period less than the normal time needed to process the application under standard procedures.” The Corps will work with all applicable agencies to expedite authorization according to established procedures in emergency situations.

Individual Permit Procedures: Proponents of work that does not meet the terms and general conditions of this GP must submit the Corps application form and the appropriate application materials to the Corps at the earliest possible date in order to expedite the Individual Permit review process. General information and application forms can be obtained at our website or by calling us (see Appendix D). Individual WQC and CZM consistency concurrence are required when applicable from the State of Maine before Corps permit issuance. The Corps encourages applicants to concurrently apply for a Corps Individual Permit and state permits.

5. Approval Process

Applicants for Category 2 activities may not proceed with work in Corps jurisdiction until written authorization is received from the Corps. If the Corps determines that the Category 2 activity is eligible for the GP, the Corps will send an authorization letter directly to the applicant. The Corps will attempt to issue a written eligibility determination within the state’s review period. If the Corps determines that the activity is not eligible under the GP or that additional information is required, the Corps will notify the applicant in writing and send a copy to the DEP or LURC. Applicants are responsible for obtaining all applicable approvals listed on Page 2 from the appropriate state and local agencies before commencing work in Corps jurisdiction.

V. GENERAL PERMIT CONDITIONS:

The following conditions apply to activities authorized under this Maine GP, unless otherwise specified, including all Category 1 (notification required) and Category 2 (application required) activities:

1. Other Permits. Authorization under this GP 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 www.maine.gov/spo/flood.

2. Federal Jurisdictional Boundaries.

(a) Applicability of this GP shall be evaluated with reference to federal jurisdictional boundaries. Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328 “Waters of the U.S.” and 33 CFR 329 “Navigable Waters of the U.S.”

Note: Waters of the U.S. include the subcategories “navigable waters of the U.S.” and “wetlands.”

(b) For Category 1 projects, proponents are not required to delineate the waters of the U.S. that they plan to impact, but must approximate the square footage of impacts in order to determine the review category (1 or 2 or Individual Permit). For projects filling <15,000 SF of waters of the U.S. that do not qualify for Category 1 (e.g., vernal pool, secondary or endangered species impacts, etc.) and therefore require an application to the Corps, and for those filling \geq 15,000 SF, applicants shall delineate all waters of the U.S. that will be filled (direct impacts) in accordance with the Corps of Engineers Wetlands Delineation Manual and the most recent regional supplements (see Appendix E). In addition, applicants shall approximately identify all waters of the U.S. on the property and known waters adjacent to the property in order for the Corps to evaluate secondary impacts. The waters of the U.S. shall be clearly shown on the project plans submitted with the application. This includes all waters of the U.S. in areas under DEP or LURC jurisdiction regardless of whether they’re shown on LURC zoning maps.

(c) On a case-by-case basis, the Corps may modify/refine the above delineation and identification requirements for waters of the U.S.

3. Minimal Direct, Secondary and Cumulative Impacts.

(a) Projects authorized by this GP shall have no more than minimal direct, secondary and cumulative adverse environmental impacts. Category 2 applicants should provide information on secondary and cumulative impacts as stated in Appendix C. Compensatory mitigation may be required to offset unavoidable impacts (see GC 16) and to ensure that they are no more than minimal. Compensatory mitigation requirements will be determined on a case-by-case basis.

(b) Secondary impacts to waterway and/or wetland areas, (e.g., areas drained, flooded, cleared, excavated or fragmented) shall be added to the total fill area when determining whether the project qualifies for Category 1 or 2. Direct, secondary and cumulative impacts are defined at Appendix A, Endnote 2.

(c) Site clearing, grading and construction activities in the upland habitat surrounding vernal pools (“Vernal Pool Management Areas”) are secondary impacts. See GC 28 for avoidance and minimization requirements and recommendations.

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 a higher level of review based on the concerns stated above. This authority may be invoked for projects that may contribute to cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the GP and that warrants greater review. Whenever the Corps notifies an applicant that an Individual Permit may be required, the project is not authorized under this GP and no work may be conducted until an Individual Permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this GP.

5. Single and Complete Projects.

(a) This GP shall not be used to piecemeal work and shall be applied to single and complete projects¹. When determining the review category in Appendix A (Category 1 or 2) for a single and complete project, proponents must include any permanent historic fill placed since October 1995 that is associated with that project and all currently proposed temporary and permanent impact areas.

(b) A single and complete project must have independent utility¹.

(c) Unless the Corps determines the activity has independent utility¹:

i. This GP shall not be used for any activity that is part of an overall project for which an Individual Permit is required,

ii. All components of a single project and/or all planned phases of a multi-phased project (e.g., subdivisions should include all work such as roads, utilities, and lot development) shall be treated together as constituting one single and complete project¹.

(d) For linear projects, such as power lines or pipelines with multiple crossings, the single and complete project¹ is all crossings of a single water of the U.S. (i.e., single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly-shaped wetland or lake, etc., are not separate waterbodies and crossings of such features cannot be considered separately. If any crossing requires a Category 2 activity, then the entire linear project shall be reviewed as one project under Category 2.

6. Permit On-Site. For Category 2 projects, the permittee shall ensure that a copy of this GP and the accompanying authorization letter are at the work site (and the project office) authorized by this GP 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 GP. This shall be achieved by including the entire permit authorization in the specifications for work. The term “entire permit authorization” means this GP and the authorization letter (including its drawings, plans, appendices and other attachments) and also includes permit modifications. If the authorization letter is issued after the construction specifications, but before receipt of bids or quotes, the entire permit authorization shall be included as an addendum to the specifications. If the authorization letter is issued after receipt of bids or quotes, the entire permit authorization shall be included in the contract or sub-contract. 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 GP authorization, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

¹ Single and Complete Project and Independent Utility are defined at Appendix E.

7. St. John/St. Croix Rivers. Work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission is not eligible for Category 1 and an application to the Corps is required if any temporary or permanent use, obstruction or diversion of international boundary waters could affect the natural flow or levels of waters on the Canadian side of the line; or if any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters could raise the natural level of water on the Canadian side of the boundary.

8. Historic Properties. No activity otherwise authorized by this GP shall result in effects (as that term is defined at 36 C.F.R. § 800.16(i)) on properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties, unless and until the Corps or another federal agency has satisfied the consultation requirements of Section 106 of the National Historic Preservation Act. Work is not eligible for Category 1 and an application to the Corps is required if the activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. Work is eligible for Category 1 if a no effect or no adverse effect determination has been made for that work by another federal action agency in its Section 106 consultation with the Maine Historic Preservation Commission (MHPC) and the five federally recognized Indian tribes listed at Appendix D. Information on the location and existence of known historic resources can be obtained from the MHPC, the National Register of Historic Places, and the five tribes listed in Appendix D. Historic properties include those that are eligible for inclusion, but not necessarily listed on the National Register. 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 Corps jurisdiction that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the Corps and the MHPC and/or applicable tribe(s).

9. National Lands. None of the following work is eligible as a Category 1 project:

(a) Activities that impinge upon the value of any National Wildlife Refuge, National Forest, National Marine Sanctuary, National Park or any other area administered by the National Park Service, U.S. Fish and Wildlife Service (USFWS) or U.S. Forest Service.

(b) Work on Corps properties and Corps-controlled easements. Contact the Corps, Real Estate Division (978) 318-8585 to initiate reviews about both Corps holdings and permit requirements.

(c) Any proposed temporary or permanent modification or use of a federal project (including but not limited to a levee, dike, floodwall, channel, sea wall, bulkhead, jetty, wharf, pier, or other work built but not necessarily owned by the United States), which would obstruct or impair the usefulness of the federal project in any manner, and/or would involve changes to the authorized federal project's scope, purpose, and/or functioning that go beyond minor modifications required for normal operation and maintenance (requires review and approval by the Corps pursuant to 33 USC 408). Federal projects in Maine as of October 2010 are shown at Appendix F. This map may not be inclusive of all projects.

10. Endangered Species.

(a) No activity may be authorized under Category 1 of this GP which:

i. "May affect" a threatened or endangered species, a species proposed for listing as threatened or endangered, or designated or proposed critical habitat (all herein referred to as "listed species or habitat") as identified under the federal Endangered Species Act (ESA) (unless specified in a programmatic agreement with NMFS or USFWS),

- ii. Results in a “take” of any federally-listed threatened or endangered species of fish or wildlife, or
- iii. Results in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

(b) Work in Inland Waters and Wetlands¹ and the non-tidal portions of Navigable Waters² (e.g., the Penobscot River, Kennebec River) is not eligible for Category 1 if:

- i. The project action area occurs within a watershed occupied by listed Atlantic salmon or shortnose sturgeon. Project proponents must check the site in Footnote 3 below.

- ii. In areas outside these watersheds contact the USFWS (see Appendix D, Page 1 for contact information) to check for the presence of other listed species.

(c) Work in the tidal portions of Navigable Waters may be eligible for Category 1. Reference Appendix A, II. Navigable Waters, Pages 4 – 9, and the other terms and general conditions (GC 11 is particularly relevant) of this GP to determine Category 1 eligibility. Project proponents must contact the USFWS (see Appendix D, Page 1 for contact information) to ensure that work in all tidal portions of Navigable Waters² is not in critical habitat or areas occupied by listed species other than Atlantic salmon or shortnose sturgeon.

(d) Although some work is excluded from Category 1 as stated in (b) and (c) above, work may qualify for Category 1 if a no effect determination has been made for that work by a federal action agency such as the Corps.

(e) Proponents must submit an application to the Corps if any of the activities in 10(a)-10(c) that do not qualify for Category 1 may occur and provide information on federally-listed species or habitat to allow the Corps to conduct any required consultation under Section 7 of the ESA.

(f) The Corps review may consider species listed as endangered and threatened pursuant to Maine state law.

11. Essential Fish Habitat. Any work in the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration, shall not be authorized under Category 1 of the GP and must be screened for potential impacts to EFH (see Appendix E for more information).

Androscoggin River	Aroostook River	Boyden River	Dennys River
Ducktrap River	East Machias River	Hobart Stream	Kennebec River
Machias River	Narraguagus River	Orland River	Passagassawaukeag River
Patten Stream	Penobscot River	Pleasant River	Presumpscot River
Saco River	Sheepscoot River	St. Croix River	Tunk Stream
			Union River

The above does not apply to the following activities which may qualify for Category 1 work:

- Exploratory drilling and borings for bridges.
- Moorings (see Appendix A, Page 6 for Category 1 thresholds and requirements)
- Structures and floats (see Appendix A, Page 7 for Category 1 thresholds and requirements)
- Other activities specified in a programmatic agreement with NMFS.

¹ See Appendix A, Page 1 for definition.

² See Appendix A, Page 4 for definition.

³ For areas considered occupied by listed Atlantic salmon and/or shortnose sturgeon in Inland Waters and Wetlands, and in Navigable Waters, see: www.nero.noaa.gov/prot_res/altsalmon/dpsmaps.html. Tidal portions of navigable waters occupied by listed Atlantic salmon are more specifically described as those waters from the Kennebec River to its mouth at Merrymeeting Bay, northeast to the Dennys River, including the Androscoggin River upstream to the Brunswick Dam, and other streams northeast of this line to the limit of their tidal reaches.

12. Wild and Scenic Rivers. Any activity that occurs in the designated main stem of, within 0.25 mile up or downstream of the designated main stem of, or in tributaries within .25 miles of the designated main stem of a National Wild and Scenic River, or in “bordering and contiguous wetlands” (see Appendix A, Endnote 1) that are adjacent to the designated main stem of a National Wild and Scenic River, or that has the potential to alter flows within a river within the National Wild and Scenic River System, is not eligible for Category 1 regardless of size of the impacts. This condition applies to both designated Wild and Scenic Rivers and rivers officially designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. National Wild and Scenic Rivers System segments for Maine as of October 2010 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 F) than a distance of three times the project’s authorized depth shall be subject to removal at the owner’s expense prior to any future Corps dredging or the performance of periodic hydrographic surveys. This is applicable to Category 1 and 2. Reference Appendix A, Page 6 (Moorings) and Page 7 (Structure and Floats).

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 U.S. operations require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S. No claim shall be made against the U.S. on account of any such removal or alteration.

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 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.

16. Avoidance, Minimization and Compensatory Mitigation.

Discharges of dredged or fill material into waters of the U.S., including wetlands, shall be avoided and minimized to the maximum extent practicable through consideration of alternatives. The Corps may require compensatory mitigation of unavoidable direct and secondary impacts associated with Category 2 projects on a case-by-case basis (see Appendix E).

17. Heavy Equipment in Wetlands. Operating heavy equipment other than fixed equipment (drill rigs, fixed cranes, etc.) within wetlands shall be minimized, and such equipment shall not be stored, maintained or repaired in wetlands, to the maximum extent practicable. Where construction requires heavy equipment operation in wetlands, the equipment shall either have low ground pressure

(typically <3 psi), or it shall be placed on swamp/construction/timber mats (herein referred to as “construction mats” and defined at Appendix A, Endnote 4) that are adequate to support the equipment in such a way as to minimize disturbance of wetland soil and vegetation. Construction mats are to be placed in the wetland from the upland or from equipment positioned on swamp mats if working within a wetland. Dragging construction mats into position is prohibited. Other support structures that are capable of safely supporting equipment may be used with written Corps authorization (Category 2 authorization or Individual Permit). Similarly, the permittee may request written authorization from the Corps to waive use of mats during frozen, dry or other conditions. An adequate supply of spill containment equipment shall be maintained on site.

18. Temporary Fill.

Temporary fill that qualifies for Category 1 (e.g., <15,000 SF of combined temporary and permanent fill associated with the single and complete project) or is authorized in writing under Category 2, shall adhere to the following:

- (a) All temporary fill shall be stabilized to prevent its eroding into portions of waters of the U.S., including wetlands, where it is not authorized.
- (b) Unconfined temporary fill authorized for discharge into waters of the U.S., including wetlands, shall consist of material that minimizes impacts to water quality (e.g. sandbags, clean gravel, stone, aggregate, etc.).
- (c) Temporary fill authorized for discharge into wetlands should be placed on geotextile fabric or other material (e.g., straw) laid on the pre-construction wetland grade where practicable to minimize impacts.
- (d) Temporary fill shall be removed as soon as it is no longer needed, disposed of at an upland site, and suitably contained to prevent subsequent erosion into waters of the U.S, including wetlands. To qualify for Category 1, temporary fill placed during the:
 - i. Growing season must be removed before the beginning of the next growing season.
 - ii. Non-growing season may remain throughout the following growing season, but must be removed before the beginning of the next growing season.
- (e) Waters of the U.S., including wetlands, where temporary fill was discharged shall be restored (see GC 19).
- (f) Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must be placed in a manner that will not be eroded by expected high flows (see GC 21).
- (g) Construction mats and corduroy roads (see GC 17 above) are considered as temporary fill when they are removed immediately upon work completion. The area must be restored (see GC 19).

19. Work Site Restoration.

- (a) Wetland areas where permanent disturbance is not authorized shall be restored to their original condition and elevation, which under no circumstances shall be higher than the pre-construction elevation. Original condition means careful protection and/or removal of existing soil and vegetation, and replacement back to the original location such that the original soil layering and vegetation schemes are approximately the same, unless otherwise authorized.
- (b) Upon completion of construction, all disturbed wetland areas (the disturbance of these areas must be authorized) shall be properly stabilized. Any seed mix shall contain only plant species native to New England and shall not contain any species listed in the “Invasive and Other Unacceptable Plant Species” Appendix in the “New England District Compensatory Mitigation Guidance” (see Appendix E, Paragraph 6). This list may be updated periodically.
- (c) In areas of authorized temporary disturbance, if trees are cut they shall be cut at ground level and

not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area, unless otherwise authorized.

20. Bank Stabilization.

(a) Projects involving construction or reconstruction/maintenance of bank stabilization structures within Corps jurisdiction shall be designed to minimize environmental effects, effects to neighboring properties, scour, etc. to the maximum extent practicable.

(b) Project proponents must design and construct bank stabilization projects using this sequential minimization process: avoidance of aquatic resource impacts, diversion of overland flow, vegetative stabilization, stone-sloped surfaces, and walls/bulkheads. Vertical walls/bulkheads shall only be used in situations where reflected wave energy can be tolerated. Refer to Appendix E for design guidance.

(c) Inland Water bank stabilization activities necessary for erosion prevention must meet all of the following criteria: (i) No material is placed in excess of the minimum needed for erosion protection; (ii) The activity is no more than 500 feet in length along the bank; (iii) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark; (iv) Structures angled steeper than 1H:1V and any material other than angular or subangular stone or fiber roll revetments require at least a Category 2 review. (v) The activity does not involve discharges of dredged or fill material into special aquatic sites; (vi) No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any water of the U.S.; (vii) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and, (viii) The activity is not a stream channelization activity.

(d) Navigable Water bank stabilization activities are provided at Appendix A, Page 4.

21. Sedimentation and Erosion Control.

(a) Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, installation of sediment control barriers (i.e. silt fence, vegetated filter strips, geotextile silt fences, erosion control mixes, hay bales or other devices) downhill of all exposed areas, retention of existing vegetated buffers, application of temporary mulching during construction, and permanent seeding and stabilization shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment.

(b) Temporary sediment control barriers shall be removed upon completion of work, but not until all disturbed areas are permanently stabilized. The sediment collected by these sediment barriers shall be removed and placed at an upland location and stabilized to prevent its later erosion into a waterway or wetland.

(c) All exposed soil and other fills shall be permanently stabilized at the earliest practicable date (see GC 19).

22. Stream Work and Crossings¹.

Notes:

(a) GC 22(a) and (b) apply to Inland Waters and Wetlands (see Appendix A, Page 1 for definition) and Navigable Waters (see Appendix A, Page 4 for definition). GC 22(c)-(l) only apply to Inland Waters and Wetlands that are streams. All new and replacement crossings in Navigable Waters require an application to the Corps and at least a Category 2 review.

(b) In-stream work in a watershed occupied by listed Atlantic salmon or shortnose sturgeon [see GC 10(b)] and some stream work such as crossings on EFH waters (see GC 11) is not eligible for Category 1.

(c) “High-Quality Stream Segments” are shown at www.maine.gov/dep/gis/datamaps and may be useful in evaluating impacts to fisheries. GIS shape files are under “Other Google Earth Interactive Maps” and PDFs by county are under “DEP GIS Maps.” See Appendix E, 8(b) for more information.

Conditions:

(a) All permanent crossings of rivers, streams, brooks, etc. (hereon referred to as “streams”) shall be suitably culverted, bridged, or otherwise designed to **i**) withstand and to prevent the restriction of high flows to qualify for Category 1, and **ii**) not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity’s primary purpose is to impound water to qualify for Category 1 or 2. (NOTE: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this GP).

(b) Any work that temporarily or permanently impacts upstream or downstream flood conditions, or permanently impacts wetlands in excess of Category 1 thresholds, must be reviewed at least under Category 2. See the documents referenced in Appendix E, 8(c) and (d) for guidance.

(c) New Stream Crossings. For new stream crossings to qualify for Category 1:

i. Must ensure compliance with GC 22(a) and GC 22(b) above.

ii. Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 14 and the stream simulation document listed at Appendix E, 8(a).

(d) Replacement Stream Crossings. For replacement stream crossings to qualify for Category 1:

i. Must ensure compliance with GC 22(a) and GC 22(b) above.

ii. Shall be designed and constructed in accordance with the Corps General Stream Crossing Standards provided on Page 14 and the stream simulation document listed at Appendix E, 8(a).

(e) Culvert Extensions. Culvert extensions on culverts that do not meet the Corps General Stream Crossing Standards do not qualify for Category 1 and require an application to the Corps at least as a Category 2 project.

(f) Temporary Stream Crossings.

Note: The General Stream Crossing Standards don’t apply to temporary stream crossings.

i. Temporary stream crossings or cofferdams shall be used for equipment access across streams [see Appendix E, 8(e)]. Note: Areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine the review category in Appendix A.

ii. Temporary stream crossings shall be removed within 180 days to qualify for Category 1.

iii. Temporary stream crossings that are not spans² (typically culverts) must be designed in accordance with 1-6 below to qualify for Category 1. Category 2 applications should include information demonstrating 2-6 below:

¹ This condition does not apply to non-tidal drainage systems and irrigation ditches excavated on dry land.

² For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream with footings landward of bankfull width.

1. Installed and removed during the low flow period specified in GC 22(l) below.
2. Placed on geotextile fabric or other material where practicable to ensure restoration to the original grade. Soil may not be used to construct or stabilize these structures and rock must be large enough to allow for easy removal without disrupting the streambed.
3. Designed and maintained to withstand and pass high flows. Water height should be no higher than the top of the culvert's inlet. A minimum culvert diameter of two feet is required to pass debris. Culverts must be aligned to prevent bank erosion or streambed scour.
4. Equipped with energy dissipating devices installed downstream if necessary to prevent scour.
5. Designed and maintained to prevent soil from entering the waterbody.
6. Removed upon the completion of work. Impacts to the streambed or banks requires restoration to their original condition using stream simulation methods¹.

(g) Slip Lining. Work using slip lining (retrofitting an existing culvert by inserting a smaller diameter pipe), invert lining, or resulting in decreased diameter, do not qualify for Category 1, either as new work or maintenance activities.

(h) Work in Flowing Waters. To qualify for Category 1, no unconfined fill [see GC 18(b)] or excavation in flowing waters is allowed. To accomplish this:

i. Bank stabilization work below ordinary high water (OHW) shall utilize erosion controls such as inflatable cofferdams, jersey barrier, silt screen, turbidity curtain, etc. where practicable to prevent sediment input to the stream and to minimize turbidity and sedimentation impacts for sensitive life stages. Bank stabilization above OHW must utilize erosion controls.

ii. Management techniques such as temporary flume pipes, culverts, cofferdams, etc. must be used to maintain normal flows within the stream boundary's confines, or water diversions may be used immediately up and downstream of the work footprint (see Appendix A, Endnote 6) or work must be performed in the dry under no flow conditions, or under very low flow conditions following the practices in GC 22(a).

(i) Minimization. In order to make the Category 2 review process more efficient and result in a faster decision, new and replacement stream crossings should be designed using the least intrusive and environmentally damaging method following this sequential minimization process: 1) spans with no stream impacts, 2) spans with stream impacts, and 3) embedded culverts with stream simulation or low-slope design.

(j) Maintenance Requirements. The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit to facilitate aquatic life passage as stated in GC 22(a). Culverts that develop "hanging" inlets or outlets, result in bed washout, or a stream that doesn't match the characteristics of the substrate in the natural stream channel such as mobility, slope, stability confinement will require maintenance or repair to comply with this GC. This does not apply to GC 22(f) above.

(k) Maintenance and Replacement Information. An existing stream crossing must be authorized and in compliance with all conditions of its authorization(s) to qualify for maintenance not subject to regulation. See Appendix A, Endnote 7. A non-serviceable crossing is not eligible for maintenance and is therefore considered as a replacement crossing [see 22(d)].

(l) Work Window. For projects that otherwise meet the terms of Category 1, in-stream construction work shall be conducted during the low flow period July 15 - 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.

(See next page for Corps General Stream Crossing Standards.)

¹ Design and construction shall be in accordance with the stream simulation document listed at Appendix E, 8(a).

Corps General Stream Crossing Standards (required for Category 1, recommended for Category 2):

(a) Culverts must be embedded:

- ≥ 2 feet for box culverts and other culverts with smooth internal walls,
- ≥ 1 foot for corrugated pipe arches
- ≥ 1 foot and at least 25 percent for corrugated round pipe culverts

(b) For new crossings, spans¹ are required to avoid or cause minimal disruption to the streambed and to meet the requirements of General Condition 22(a) and 22(b). Footings and abutments must be landward of 1.2 times bankfull width. To the greatest extent practicable, work in the stream shall be minimized, and design and construction shall allow the streambed's natural structure and integrity to remain intact. Any fill or excavation of the streambed below bankfull width other than footings, support pilings, or work specified in 22(h)ii requires Category 2 review and, unless demonstrated otherwise, stream simulation² to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

(c) For replacement crossings, spans¹ are required to meet the requirements of General Condition 22(a) and 22(b). Footings and abutments shall be landward of 1.2 times bankfull width. Unless demonstrated otherwise, stream simulation² is required to establish substrate and banks in the span structure and work area as specified in (d) and (e) below.

(d) Crossings must have a natural bottom substrate within the structure matching the characteristics of the substrate in the natural stream channel and the banks (mobility, slope, stability, confinement, grain and rock size)² at the time of construction and over time as the structure has had the opportunity to pass significant flood events. To allow terrestrial passage for wildlife and prevent undermining the footings, crossings shall have a bank on both sides of the stream matching the horizontal profile of the existing stream and banks².

(e) Crossings must be designed and constructed² with appropriate bed forms and streambed characteristics so that water depths and velocities are comparable to those found in the natural channel at a variety of flows. In order to provide appropriate water depths and velocities at a variety of flows and especially low flows, it is usually necessary to reconstruct the streambed or preserve the natural channel within the structure. Otherwise, the width of the structure needed to accommodate higher flows will create conditions that are too shallow at low flows. The grain and rock size, and arrangement of streambed materials within the structure should be in accordance with (d) above. Flows could go subsurface within the structure if only large material is used without smaller material filling the voids.

23. Wetland Crossings.

(a) All temporary and permanent crossings of wetlands shall be suitably culverted, bridged, or otherwise designed to: **i)** Withstand and prevent the restriction of high flows, **ii)** Not obstruct the movement of or not substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the wetland, including those species that normally migrate through the area, beyond the actual duration of construction unless the activity's primary purpose is to impound water. See Appendix E for the Maine DEP's crossing standards.

(b) To qualify for Category 1, new and replacement wetland crossings that are permanent shall be culverted, spanned or bridged in such a manner as to preserve hydraulic and ecological connectivity, at its present level, between the wetlands on either side of the road. To meet this requirement, we

¹ For the purposes of this GP, spans are bridges, three-sided box culverts, open-bottom culverts or arches that span the stream with footings landward of bankfull width.

² Design and construction shall be in accordance with the stream simulation document listed at Appendix E, 8(a).

recommend that culverts, spans or bridges be placed at least every 50 feet with an opening at least 2 feet high and 3 feet wide at ground level where practicable. Closed bottom culverts shall be embedded at least 6 inches with a natural bottom.

(c) In the case of non-compliance, the permittee shall take necessary measures to correct wetland damage due to lack of hydraulic and ecological connectivity.

(d) Any work that results in flooding, results in impacts to wetlands on either side of the wetland crossing in excess of Category 1 thresholds, or impacts wetland drainage from the upgradient side of the wetland crossing does not qualify for Category 1.

24. Discharge of Pollutants.

(a) All activities involving any discharge of pollutants into waters of the U.S., including wetlands, authorized under this GP shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (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 GP, 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 Corps in consultation with the EPA. Issuance of a LURC or DEP NRPA permit confirms that state water quality standards are met.

(b) All projects authorized by this GP shall be designed, constructed and operated to minimize or eliminate the discharge of pollutants.

(c) All activities involving any discharge of pollutants into waters of the U.S., including wetlands, authorized under this GP must comply with Section 402 [33 U.S.C. 1342] of the CWA and the requirements of the National Pollutant Discharge Elimination System (40 CFR 122).

25. Spawning, Breeding and Migratory Areas. Activities and impacts such as excavations, discharges of dredged or fill material, and/or suspended sediment producing activities, in fish migratory areas, fish and shellfish spawning or nursery areas, or amphibian and migratory bird breeding areas, during spawning or breeding seasons shall be avoided and minimized to the maximum extent practicable.

26. 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 or mudflats. 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, mudflats, or 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 harbor master approval.

27. 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 that maintains as much as is practicable, and minimize any adverse impacts on existing fish, wildlife, and natural environmental functions and values.

28. Protection of Vernal Pools (VPs).

(a) Impacts to VP Management Areas¹ for all VPs on, and known VPs surrounding, the project site shall be minimized to the maximum extent practicable.

(b) The following management practices must be followed for all work within the VP Management Area (750' of a VP's edge) of all VPs in order to qualify for Category 1 when there is fill placed in a water of the U.S., including wetlands:

i. Similar to the DEP's Significant Wildlife Habitat regulations²:

1. No disturbance within the VP Depression or VP Envelope (area within 100 feet of the VP Depression's edge)³;
2. Maintain a minimum of 75% of the Critical Terrestrial Habitat (area within 100-750 feet of the VP Depression's edge) as unfragmented forest with at least a partly-closed canopy of overstory trees to provide shade, deep litter and woody debris³;
3. Maintain or restore forest corridors connecting wetlands and significant vernal pools;
4. Minimize forest floor disturbance; and
5. Maintain native understory vegetation and downed woody debris.

ii. Cape Cod style-curbing or no curbing options shall be used on new roads to facilitate amphibian passage².

(c) For work not complying with the requirements in (b) above, applicants shall submit an application to the Corps for at least Category 2 review with information on directional buffers in accordance with the VP Directional Buffer Guidance document². Conservation of the unimpacted area within the VP Management Area will often be required.

(d) GC 2 requires applicants to delineate or approximately identify on the project plans all waters of the U.S., which include vernal pools. Appendix A, Page 1 lists VP Category 1 thresholds.

29. Invasive Species.

(a) The introduction, spread, or the increased risk of invasion of invasive plant or animal species on the project site, into new or disturbed areas, or areas adjacent to the project site caused by the site work is prohibited (see Appendix E, Paragraph 6).

(b) Unless otherwise directed by the Corps, all applications for Category 2 inland projects and Category 2 coastal fill projects proposing fill in Corps jurisdiction shall include an Invasive Species Control Plan (ISCP) (see Appendix E, Paragraph 6).

30. Cranberry Development Projects. For cranberry development projects authorized under the GP, the following conditions apply:

(a) 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.

¹ The Corps VP Management Area, which includes the VP and a 750' radius from the VP's edge, is defined at Appendix A, Endnote 5.

² Appendix E, 10(a)-(d) provides links to the state's Significant Wildlife Habitat regulations and references that provide impact minimization measures to reference when designing projects.

³ The no disturbance requirement in the VP envelope [see (b)(i)(1)], and (b)(i)(2), do not apply to temporary impacts associated with construction mats in previously disturbed areas of existing utility project (e.g., transmission lines, gas pipelines) or linear transportation project (e.g., roads, highways, railways, trails, airport runways and taxiways) right-of-ways provided there is a Vegetation Management Plan that avoids, minimizes and mitigates impacts to aquatic resources.

(b) No stream diversion shall be allowed under Category 1 of this GP.

(c) No impoundments of intermittent or perennial streams shall be allowed under Category 1 and an application to the Corps is required for at least Category 2 review.

(d) The project shall be designed and constructed to not cause flood damage on adjacent properties.

31. Inspections. The permittee shall allow the Corps to make periodic inspections at any time deemed necessary in order to ensure that the work is being or has been performed in accordance with the terms and conditions of this GP. The Corps may also require post-construction engineering drawings for completed work or post-dredging survey drawings for any dredging work.

To facilitate these inspections, the permittee shall complete and return to the Corps:

- For Category 1 projects, the Category 1 Notification Form (Appendix B).
- For Category 2 projects, the 1) Work-Start Notification Form and 2) Compliance Certification Form whenever either is provided with a Category 2 authorization letter.

32. Maintenance.

(a) The permittee shall maintain the work authorized herein in good condition and in conformance with the terms and general conditions of this permit.

(b) This does not include maintenance of dredging projects. Each maintenance dredging event exceeding the Category 1 thresholds (see Appendix A, Page 6) requires a new written Corps authorization unless an unexpired, written Corps authorization specifies that the permittee may “dredge and maintain” an area for a particular time period. Category 1 or 2 maintenance dredging includes only those areas and depths previously authorized and dredged.

(c) Some maintenance activities may not be subject to regulation under Section 404 in accordance with 33 CFR 323.4(a)(2) (see Appendix A, Endnote 7).

33. Property Rights. This PGP 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.

34. Transfer of GP Verifications. When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the entity or individual who received the GP verification, as well as the new owner(s) of the property. The permittee may transfer responsibilities and obligations under the GP verification to the new owner by submitting a letter to the Corps (see Appendix D for address) to validate the transfer. A copy of the GP verification must be attached to the letter and the letter must contain the following statement and signature: “When the structures or work authorized by this GP are still in existence at the time the property is transferred, the terms and conditions of this GP, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this GP and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

35. Modification, Suspension, and Revocation. This GP or any work authorized under Category 1 or 2 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.

36. Restoration Directive. The permittee, upon receipt of a notice of revocation of authorization under this GP, 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.

37. Special Conditions. The Corps may independently, or at the request of the Federal resource agencies, impose other special conditions on a project authorized pursuant to this GP that are determined necessary to minimize adverse navigational and/or environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, constitutes a permit violation and may subject the permittee to criminal, civil, or administrative penalties and/or an ordered restoration.

38. False or Incomplete Information. If the Corps makes a determination regarding the eligibility of a project under this GP and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the GP authorization shall not be valid and the U.S. government may institute appropriate legal proceedings.

39. Abandonment. If the permittee decides to abandon the activity authorized under this GP, unless such abandonment is merely the transfer of property to a third party, he/she may be required to restore the area to the satisfaction of the Corps.

40. Enforcement Cases. This GP 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 and/or EPA as appropriate determines that the activity may proceed independently without compromising the enforcement action.

41. Duration of Authorization. This GP expires on October 11, 2015. Activities authorized under this GP that have commenced (i.e., are under construction) or are under contract to commence before this GP expires will have until October 11, 2016 to complete the activity under the terms and conditions of the current GP.

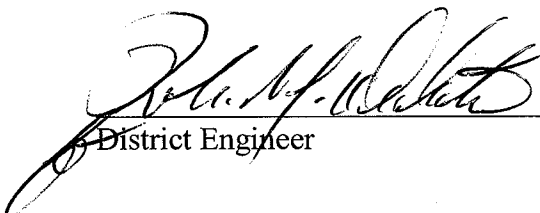
42. Previously Authorized Activities.

(a) Projects that have received authorization (Category 1 or 2) from the Corps and that were completed under the previous PGPs, nationwide permits, regional general permits or letters of permission, shall remain authorized.

(b) Activities authorized pursuant to 33 CFR Part 330.3 (“Activities occurring before certain dates”) are not affected by this GP.

(c) Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010 remains authorized subject to the terms and general conditions of this GP along with any special conditions in the authorizing written letter.

43. NEPA Compliance. The Maine PGP was authorized in full compliance with Council for Environmental Quality (“CEQ”) NEPA regulations. The Corps has determined that individual permit actions taken under the terms and conditions of the PGP are not a major federal action significantly affecting the quality of the human environment.


District Engineer
10/12/10
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 GP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands¹ to tidal waters are reviewed in the Navigable Waters section. (See II. Navigable Waters on page 4 below.)</p>
<p>ACTIVITY</p>	<p>Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project. All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 – 4) and general conditions (Pages 5–18).</p>
<p>(a) NEW FILL/ EXCAVATION DISCHARGES</p> <p>(You must reference (b) – (e) below for other thresholds that may be relevant to your project.)</p>	<p style="text-align: center;">CATEGORY 1</p> <p>1. <15,000 square feet (SF) (in LURC or DEP territories) of inland waterway and/or wetland fill and associated secondary impacts² (e.g., areas drained, flooded, fragmented, mechanically cleared or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Construction mats are considered as fill. [See General Condition (GC) 18(g.) <u>Provided:</u></p> <ul style="list-style-type: none"> • Historic fill + proposed impact area <15,000 SF and subdivision fill complies with GC 5, Single and Complete Projects. • No work in special aquatic sites (SAS)⁴ other than wetlands. <p>2. Construction mats⁴ of any area necessary to conduct activities that were previously authorized, authorized under Category 1, or not subject to regulation (see Endnote 7). Authorized construction mats must be in place for <3 months, removed immediately upon work completion, and the wetlands must be restored (see GC 19).</p> <p>3. For work in Vernal Pool (VP) Management Areas (includes VPs)⁵:</p> <ul style="list-style-type: none"> • See GC 2 and Appendix C for VP delineation requirements. • See GC 28 to determine if work qualifies for Category 1 or 2. • See Appendix E, Page 3 for VP documents providing mitigation guidance. <p style="text-align: center;">CATEGORY 2</p> <p>1. ≥15,000 square feet (SF) (in LURC or DEP territories) to <3 acres of inland waterway and/or wetland fill and associated secondary impacts (e.g., areas drained, flooded, fragmented, or excavated). Fill area includes all temporary and permanent fill, and regulated discharges associated with excavation. Mechanical clearing without grubbing or other soil disturbance >3 acres as a secondary impact may still be eligible for Category 2 at the discretion of the Corps.</p> <p>2. Specific activities with impacts of any area ≥15,000 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>3. Temporary structures, work, and discharges (including construction mats⁴) ≥15,000 SF necessary for construction activities or access fills or dewatering of construction sites, provided that the associated primary activity is authorized by the Corps, authorized under Category 1, or not subject to Corps regulation. GCs 16 -19 are particularly relevant.</p> <p style="text-align: right;">See GC 2 and Appendix C for wetland delineation requirements.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
<p>(b) BANK STABILIZATION PROJECTS</p>	<p>1. Inland bank stabilization <500 FT long and <1 CY of fill per linear foot below OHW, provided:</p> <ul style="list-style-type: none"> • ≤1 cubic yard of fill per linear foot placed along the bank waterward of ordinary high water. • Work complies with the GCs (GC 20 in particular), including: <ul style="list-style-type: none"> ○ No structures angled steeper than 1H:1V allowed. Only rough-faced stone or fiber roll revetments allowed. ○ No in-stream work involving fill or excavation in flowing waters (see GC 22(h)). • In-stream work limited to Jul 15 - Oct 1 [see GC 22 (l)]. • No work in vernal pools⁵ or SAS³. • GC 10 Endangered Species and GC 11 Essential Fish Habitat are particularly relevant. 	<p>1. Inland bank stabilization ≥500 FT long and/or ≥1 CY of fill per linear foot, or any amount with fill in wetlands.</p>
<p>(c) RIVER/ STREAM/ BROOK WORK & CROSSINGS and WETLAND CROSSINGS</p>	<p>1. River, stream and brook work and crossings:</p> <ul style="list-style-type: none"> • Must comply with GC 22 in particular, including: <ul style="list-style-type: none"> ○ No slip lining [see GC 22 (g)]. ○ No in-stream work involving fill or excavation in flowing waters [see GC 22(h)]. ○ In-stream work limited to Jul 15 - Oct 1 [see GC 22 (l)]. • No work in riffles and pools³. • No stream relocations. • No dams or dikes⁶. • Work in areas designated as Atlantic salmon critical habitat or occupied by listed Atlantic salmon, or any other area occupied by a listed species is not eligible for Category 1 (see GC 10). • No work in EFH streams except for the activities stated in GC 11. <p>2. Wetland crossings must comply with the particularly relevant GC 23.</p>	<p>1. Work not qualifying for Category 1.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
(d) REPAIR, REPLACEMENT, & MAINTENANCE OF AUTHORIZED FILLS	<p>1. Repair or maintenance of existing, currently serviceable, authorized fills with no expansion or change in use:</p> <ul style="list-style-type: none"> • Conditions of the original authorization apply • Minor deviations in fill design allowed.⁷ • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. 	<p>2. Replacement of non-serviceable fills, or repair/maintenance of serviceable fill, with expansion <3 acres, or with a change in use.</p>
(e) MISCELL-ANEOUS	<p>1. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS³ must typically be restored in place at the same elevation.</p> <p>2. Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. This excludes any biological sampling devices. Structures may not restrict movement of aquatic organisms.</p> <p>3. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, and historic resources surveys (but not recovery). Exploratory trenches must be restored in accordance with GC 19. The construction of temporary pads is authorized provided the discharge doesn't exceed 25 CY. This doesn't authorize permanent structures or the drilling and the discharge of excavated material from test wells for oil and gas exploration (the plugging of such wells is authorized).</p> <p>4. Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010. The terms and general conditions of this GP apply along with any special conditions in the written authorization.</p>	<p>1. Aquatic habitat restoration, establishment, and enhancement of wetlands and riparian areas and the restoration and enhancement of streams and other open waters with impacts of any area $\geq 15,000$ SF, provided those activities result in net increase in overall aquatic resource functions and services.⁸</p> <p>2. Projects where an EIS is required by the Corps are not eligible for Category 2.</p>

<p>II. NAVIGABLE WATERS</p>	<p>Navigable Waters of the United States: Waters that are subject to the ebb and flow of the tide and/or the tidal and non-tidal portions of the Federally designated navigable waters (the Penobscot River, Kennebec River, and Lake Umbagog) (Section 10 Rivers and Harbors Act of 1899). The jurisdictional limits are the mean high water (MHW) line in tidal waters and the ordinary high water (OHW) mark in non-tidal portions of the federally designated navigable rivers. For the purposes of this GP, fill placed in the area between the mean high water (MHW) and the high tide line (HTL), and in the bordering and contiguous wetlands¹ to tidal waters are also reviewed in this Navigable Waters section.</p> <p>Projects not meeting Category 1 require an application for review as a Category 2 or Individual Permit project.</p> <p>All Category 1 and 2 projects must comply with all of this GP's applicable terms (Pages 1 - 4) and general conditions (Pages 5 - 18).</p>	
<p>ACTIVITY</p>	<p>CATEGORY 1</p>	<p>CATEGORY 2</p>
<p>(a) FILL</p>	<p>1. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided the U.S. Coast Guard authorizes such discharges as part of the bridge permit or appropriate approval. Causeways and approach fills are not included in this category and require Category 2 or Individual Permit authorization.</p> <p>2. Bank stabilization projects <200 linear feet:</p> <ul style="list-style-type: none"> • ≤1 cubic yard of fill per linear foot placed along the bank waterward of high tide line. No fill or equipment will occur in SAS³. • Work conducted in the intertidal zone must be conducted in-the-dry during low water, or between Nov. 8 – Apr. 9. • No structures angled steeper than 1H:1V and only rough-faced stone or fiber roll revetments allowed. • No driving of piles or sheeting. <p>3. For 1 and 2 above:</p> <ul style="list-style-type: none"> • Project proponents must contact the USFWS for work on coastal beaches to ensure no impacts to piping plovers, roseate terns or their habitat [see GC 10(b)iii]. 	<p>1. <1 acre temporary or permanent fill, excavation and/or secondary impacts (e.g., areas drained, flooded, fragmented or mechanically cleared). Fill area includes all temporary and permanent waterway fills, provided:</p> <ul style="list-style-type: none"> • Temporary or permanent fill in eelgrass¹⁴ <1000 SF. • Permanent fill in SAS (excluding eelgrass¹⁴) <4300 SF.
<p>(b) STREAM WORK & CROSSINGS, and WETLAND CROSSINGS</p>	<p>1. No new fill for crossings allowed.</p>	<p>1. New crossings or replacement crossings that do not fit the (c) Repair and Maintenance activity below.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
<p>(c) REPAIR AND MAINTENANCE WORK</p>	<p>1. Repair, replacement in-kind, or maintenance⁷ of existing, currently serviceable⁷, authorized structures or fills:</p> <ul style="list-style-type: none"> • Conditions of the original authorization apply. • No substantial expansion or change in use. • Must be rebuilt in same footprint, however minor deviations in structure design allowed⁷. • The repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events is authorized, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. Minor deviations for work involving piles shall adhere to one of the 4 methods in a - d below: <ul style="list-style-type: none"> a. Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or b. Must be drilled and pinned to ledge, or c. Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or d. Impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles <12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile, and <ul style="list-style-type: none"> • For b – d above: <ul style="list-style-type: none"> ○ In-water noise levels shall not exceed >187dB SEL re 1μPa or 206dB peak re 1μPa at a distance >10m from the pile being installed, and ○ In-water noise levels >155dB peak re 1μPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 155dB peak re 1μPa) must be provided between work days. • For a – d above: <ul style="list-style-type: none"> ○ Work is not eligible for Category 1 if conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly squaw point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath. 	<p>CATEGORY 2</p> <p>1. Replacement of non-serviceable structures and fills or repair/maintenance of serviceable structures or fills, with fill, replacement or expansion <1 acre, or with a change in use.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
<p>(d) DREDGING AND ASSOCIATED DISPOSAL</p>	<p>1. Maintenance dredging¹⁰ for navigational purposes <1,000 CY with upland disposal. Includes return water from upland contained disposal area, provided:</p> <ul style="list-style-type: none"> • Proper siltation controls are used. • Dredging & disposal operation limited to Nov. 8 – Apr. 9. • No impact to SAS³. • No dredging in intertidal areas. • No dredging in areas considered occupied by listed Atlantic salmon [see GC 10(b)(ii)]. • For dredging in waters outside of Atlantic salmon critical habitat, applicants must contact NMFS (Appendix D) to ensure no impacts to listed species such as shortnose sturgeon. • Project proponents must contact the USFWS for work on coastal beaches to ensure no impacts to piping plovers, roseate terns or their habitat [see GC 10(c)]. 	<p>1. Maintenance dredging¹⁰ ≥1,000 CY, new dredging <25,000 CY, or projects not meeting Category 1. Includes return water from upland contained disposal areas. Disposal includes:</p> <ul style="list-style-type: none"> • Upland. • Beach nourishment (above mean high water) of any area provided dredging's primary purpose is navigation or sand is from an upland source. • Open water & confined aquatic disposal, if Corps finds the material suitable. <p>2. Beach nourishment associated with dredging when the primary purpose is not navigation requires at least a Category 2 review.</p> <p>3. Maintenance or new dredging¹⁰ and/or disposal in or affecting a SAS³ requires an Individual Permit. See II(a) above for dredge disposal in wetlands or waters.</p>
<p>(e) MOORINGS</p>	<p>1. Private, non-commercial, non-rental, single-boat moorings, provided:</p> <ul style="list-style-type: none"> • Authorized by the local harbormaster/town. • Not associated with any boating facility.¹¹ • Boat or mooring not located in a Federal Navigation Project¹² other than a Federal Anchorage¹². Moorings in Federal Anchorage not associated with a boating facility¹¹ and are not for rent. • No interference with navigation. • No new moorings located in SAS³. Prior to installation of moorings, a site-specific eelgrass survey should be conducted to document that eelgrass is not present. • When existing, authorized moorings in SAS³ are going to be replaced, they shall be replaced with elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems where practicable. <p>2. Minor relocation of previously authorized moorings and moored floats, provided:</p> <ul style="list-style-type: none"> • Authorized by the local harbormaster/town. • Not located in SAS³ • No interference with navigation. • Cannot be relocated into a Federal Navigation Project¹² other than a Federal Anchorage¹² 	<p>1. Moorings associated with a boating facility¹¹. An eelgrass¹⁴ survey may be required.</p> <p>2. Moorings that don't meet the terms in Category 1 and don't require an Individual Permit. This includes private moorings with no harbormaster or means of local approval.</p> <p>3. Moorings located such that they, and/or vessels docked or moored at them, are within the buffer zone of the horizontal limits¹³ of a Federal Channel¹². (See Appendix F.) The buffer zone is equal to 3 times the authorized depth of that channel.</p> <p>4. An IP is required for moorings within the horizontal limits¹¹, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project¹², except those in Federal Anchorages¹².</p> <p>For 1-4 above, siting of new individual moorings in SAS³, including eelgrass¹⁴, should be avoided to the maximum extent practicable. If SAS³ cannot be avoided, plans should show elastic mooring systems that prevent mooring chains from resting or dragging on the bottom substrate at all tides and helical anchors, or equivalent SAS protection systems, where practicable.</p>

ACTIVITY (f) STRUCTURES AND FLOATS	CATEGORY 1	CATEGORY 2
	<p>1. Reconfiguration of existing, authorized structures or floats.</p> <p><u>Provided:</u></p> <p>a. Piles shall adhere to one of the 4 methods in (i) –(iv) below:</p> <ul style="list-style-type: none"> i. Piles installed in-the-dry during low water or in-water between Nov. 8th - Apr. 9th, or ii. Must be drilled and pinned to ledge, or iii. Vibratory hammers used to install any size and quantity of wood, concrete or steel piles, or iv. Impact hammers limited to one hammer and <50 piles installed/day with the following: wood piles of any size, concrete piles ≤18-inches diameter, steel piles <12-inches diameter if the hammer is ≤3000 lbs and a wood cushion is used between the hammer and steel pile. <p>b. For (ii) – (iv) above:</p> <ul style="list-style-type: none"> i. In-water noise levels shall not exceed > 187dB SEL re 1µPa or 206dB peak re 1µPa at a distance >10m from the pile being installed, and ii. In-water noise levels >155dB peak re 1µPa shall not exceed 12 consecutive hours on any given day and a 12 hour recovery period (i.e., in-water noise below 155dB peak re 1µPa) must be provided between work days. <p>c. For (i) –(iv) above:</p> <ul style="list-style-type: none"> i. Work is not eligible for Category 1 if conducted in tidal portions of the Penobscot river upstream of a line extending from Turner point in Castine to Moose Point (formerly squaw point) on Cape Jellison in Stockton Springs or in tidal portions of the Kennebec or Androscoggin Rivers upstream of a line extending from Doubling point in Arrowsic to Hospital Point in West Bath. 	<p>CATEGORY 2</p> <p>1. Private structures or floats, including floatways/skidways, built to access waterway (seasonal and permanent)</p> <p>2. Expansions to existing boating facilities¹¹.</p> <p>For 1 & 2 above, compliance with the following design standards is not required but recommended:</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 a minimum of 18” above the substrate during all tides. • Structures & floats not located within 25’ of any eelgrass⁸. • Moored vessels not positioned over SAS⁴. • No structure located within 25’ of the riparian property boundary without written approval from the abutter(s). • No structure extends across >25% of the waterway width at mean low water. • Not located within the buffer zone of the horizontal limits¹³ of a Corps Federal Navigation Project (FNP) (App. F). The buffer zone is equal to three times the authorized depth of that FNP. <p>3. An Individual Permit is required for structures or floats, including floatways/skidways, located such that they and/or vessels docked or moored at them are within the horizontal limits¹³ of a Corps Federal Navigation Project¹² (see App. F).</p> <p>4. An Individual Permit is required for structures & floats associated with a new or previously unauthorized boating facility¹¹.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
(g) MISCELL- ANEOUS	<p>1. Temporary buoys, markers, floats, etc. for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>2. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard. (See 33 CFR 66, Chapter I, subchapter C).”</p> <p>3. Activities required for the containment and cleanup of oil and hazardous substances that are subject to the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300) provided that the work is done in accordance with the Spill Control and Countermeasure Plan required by 40 CFR 112.3 and any existing state contingency plan and provided that the Regional Response Team (if one exists in the area) concurs with the proposed containment and cleanup action. SAS³ must typically be restored in place at the same elevation.</p> <p>4. Fish and wildlife harvesting, enhancement, and attraction devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, and clam and oyster digging, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This does not authorize artificial reefs or impoundments and semi-impoundments of waters of the U.S. for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. No activity that results in a hazard to navigation. Note: A Category 1 Notification Form is not required for these devices and activities.</p> <p>5. Scientific measurement devices whose purpose is to measure and record scientific data, such as staff gages, water recording devices, water quality testing and improvement devices, and similar structures. Structures may not restrict movement of aquatic organisms. No activity results in a hazard to navigation.</p> <p>6. Survey activities such as exploratory drilling, surveying and sampling activities, excluding any biological sampling devices. Does not include oil and gas exploration and fill for roads or construction pads. No activity results in a hazard to navigation. Applicants must contact NMFS to ensure no impacts to listed species.</p>	<p>1. 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 mean high water line.</p> <p>2. Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities with no more than minimal individual and cumulative impacts to environmental resources or navigation. –Aquaculture guidelines are provided at: www.maine.gov/dmr/aquaculture/index.htm.</p> <p>3. 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 typically be restored in place at the same elevation to qualify.</p> <p>4. Aquatic habitat restoration, establishment and enhancement provided those activities are proactive and result in net increases in aquatic resource functions and services.⁸</p> <p>5. Projects where an EIS is required by the Corps are not eligible for Category 2.</p>

ACTIVITY	CATEGORY 1	CATEGORY 2
<p>(g) MISCELL-ANEIOUS (continued)</p>	<p>7. Shellfish seeding (brushing the flats⁹) projects.</p> <p>8. Marine railway work not eligible for maintenance⁷ (i.e. not currently serviceable⁷ or in non-compliance) may be replaced “in-kind” with minor deviations⁷ provided:</p> <ul style="list-style-type: none"> • Work is in the intertidal zone • No fill expansion below high tide line. • Work conducted in-the-dry during low water or in-water between Nov. 8 – Apr. 9. <p>9. Test plots <100 SF for the planting of wetland species native to the area. No grading, no structures, no plant growing devices and no interference with navigation, which require at least Category 2 review.</p> <p>10. Any work not commenced nor completed that was authorized in a written letter from the Corps under the PGP in effect between October 11, 2005 and October 11, 2010. The terms and general conditions of this GP apply along with any special conditions in the written authorization</p>	

Endnotes/Definitions

¹ **Bordering and Contiguous Wetlands:** A bordering wetland is immediately next to its adjacent waterbody and may lie at, or below, the ordinary high water mark (mean high water 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 **Direct, Secondary, and Cumulative Impacts/Effects:**

Direct Impacts: The immediate loss of aquatic ecosystem within the footprint of the fill.

Secondary Impacts: These are effects on an aquatic ecosystem that are associated with a discharge of dredged or fill materials, but do not result from the actual placement of the dredged or fill material. Information about secondary effects on aquatic ecosystems shall be considered prior to the time final section 404 action is taken by permitting authorities. Some examples of secondary effects on an aquatic ecosystem are a) fluctuating water levels in all impoundment and downstream associated with the operation of a dam, b) septic tank leaching and surface runoff from residential or commercial developments on fill, and c) leachate and runoff from a sanitary landfill located in waters of the U.S. Put another way, secondary effects are those impacts outside the footprint of the fill that arise from and are associated with the discharge of dredged or fill material, including the operation of an activity or facility associated with the discharge. Examples may include habitat fragmentation; interruption of travel corridors for wildlife (for example, for amphibians that migrate to and from seasonal or vernal pools used as breeding habitat); hydrologic regime changes; and impacts from operation and maintenance activities for constructed facilities; such as noise/lighting, storm water runoff, and road kill of wetland dependent wildlife. Using the directions contained in the guidelines, we consider the circumstances of a proposed discharge and the project of which it is a part to evaluate the scope, extent, severity, and permanence of direct, secondary, and cumulative adverse effects upon the aquatic ecosystem.

Cumulative Impacts: The extent of past, present, and foreseeable developments in the area may be an important consideration in evaluating the significance of a particular project's impacts. Although the impacts associated with a particular discharge may be minor, the cumulative effect of numerous similar discharges can result in a large impact. Cumulative impacts should be estimated only to the extent that they are reasonable and practical.

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

⁴**Construction Mats:** Constructions, swamp and timber mats (herein referred to as "construction mats") are generic terms used to describe structures that distribute equipment weight to prevent wetland damage while facilitating passage and providing work platforms for workers and equipment. They are comprised of sheets or mats made from a variety of materials in various sizes. A timber mat consists of large timbers bolted or cabled together. Corduroy roads, which are not considered to be construction mats, are cut trees and/or saplings with the crowns and branches removed, and the trunks lined up next to one another. Corduroy roads are typically installed as permanent structures. Like construction mats, they are considered as fill whether they're installed temporarily or permanently.

⁵**Vernal Pools:** A vernal pool, also referred to as a seasonal forest pool, is a temporary to semi-permanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet or outlet and no viable populations of predatory fish. A vernal pool may provide the primary breeding habitat for wood frogs (*Rana sylvatica*), spotted salamanders (*Ambystoma maculatum*), blue-spotted salamanders (*Ambystoma laterale*), and fairy shrimp (*Eubranchipus* sp.), as well as valuable habitat for other plants and wildlife, including several rare, threatened, and endangered species. A vernal pool intentionally created for the purposes of compensatory mitigation is included in this definition. For the purposes of this GP, the presence of any of the following species in any life stage in any abundance level/quantity would designate the waterbody as a vernal pool: fairy shrimp, blue spotted salamanders, spotted salamanders or wood frogs. The Corps may determine during a Category 2 review that a waterbody should not be regulated as a VP based on available evidence. For the purposes of this GP*, the VP Management Areas are the: Vernal Pool Depression (includes the vernal pool depression up to the spring or fall high water mark, and includes any vegetation growing within the depression), Vernal Pool Envelope (area within 100 FT of the VP Depression's edge) and Critical Terrestrial Habitat (area within 100-750 FT of the Vernal Pool Depression's edge). [*Note: Critical Terrestrial Habitat is defined as 100 -750 FT on page 243 of the document "Science and Conservation of Vernal Pools in Northeastern North America," Calhoun and deMaynadier, 2008, which is referenced in Appendix E, page 3, Paragraph 10(b).

⁶**Water Diversions:** Water diversions are activities such as bypass pumping or water withdrawals. Temporary flume pipes, culverts or cofferdams where normal flows are maintained within the stream boundary's confines aren't water diversions. "Normal flows" are defined as no change in flow from pre-project conditions.

⁷**Maintenance:** a) In accordance with 33 CFR 323.4(a)(2), any discharge of dredged or fill material that may result from any of the following activities is not prohibited by or otherwise subject to regulation under Section 404 of the CWA: "Maintenance, including emergency reconstruction of recently damaged parts, of currently serviceable structures such as dikes, dams, levees, groins, riprap, breakwaters, causeways, bridge abutments or approaches, and transportation structures. Maintenance does not include any modification that changes the character, scope, or size of the original fill design." Otherwise, the following work is regulated and subject to the Category 1 or 2 thresholds in Appendix A above: The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3 – "Activities occurring before certain dates," provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification.

b) Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, or current construction codes or safety standards that are necessary to make repair, rehabilitation, or replacement are authorized. **c)** Currently serviceable means useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. **d)** No seaward expansion for bulkheads or any other fill activity is considered Category 1 maintenance. **e)** Only structures or fills that were previously authorized and are in compliance with the terms and condition of the original authorization can be maintained as a non-regulated activity under 33 CFR 323.4(a)(2), or in accordance with the Category 1 or 2 thresholds in Appendix A. **f)** The state's maintenance provisions may differ from the Corps and may require reporting and written authorization from the state. **g)** Contact the Corps to determine whether stream crossing replacements require a written application to the Corps for at least a Category 2 review.

⁸**Aquatic Habitat Restoration, Establishment and Enhancement:** The Corps will decide if a project qualifies and must determine in consultation with federal and state agencies that the net effects are beneficial. The Corps may refer to Nationwide Permit 27 published in the 3/12/07 Federal Register. Activities authorized here may include, but are not limited to: the removal of accumulated sediments; the installation, removal, and maintenance of small water control structures, dikes, and berms; the installation of current deflectors; the enhancement, restoration, or establishment of riffle and pool stream structure; the placement

of in-stream habitat structures; modifications of the stream bed and/or banks to restore or establish stream meanders; the backfilling of artificial channels and drainage ditches; the removal of existing drainage structures; the construction of small nesting islands in inland waters; the construction of open water areas; the construction of native shellfish species habitat over unvegetated bottom for the purpose of habitat protection or restoration in tidal waters; shellfish seeding; activities needed to reestablish vegetation, including plowing or discing for seed bed preparation and the planting of appropriate wetland species; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

⁹ **Brushing the Flats:** The placement of tree boughs, wooden lath structure, or small-mesh fencing on mudflats to enhance recruitment of soft-shell clams (*Mya arenaria*).

¹⁰ **Maintenance Dredging:** This includes only those areas and depths previously authorized by the Corps and dredged.

¹¹ **Boating Facilities:** Facilities that provide for a fee, rent, or sell mooring space, such as marinas, yacht clubs, boat clubs, boat yards, town facilities, dockminiums, etc.

¹² **Federal Navigation Projects (FNPs):** FNPs are comprised of Federal Channels and Federal Anchorages. See Appendix F for their location and contact the Corps for more information. “Horizontal Limits” is the outer edge of an FNP. “Buffer Zone” is equal to three times the authorized depth of that channel.

¹³ **Horizontal Limits:** The outer edge of a Federal Navigation Project (FNP). See Appendix F and contact the Corps for information on FNP’s.

¹⁴ **Eelgrass (*Zostera marina*):** A type of rooted aquatic vegetation that exists in intertidal and shallow subtidal areas known as vegetated shallows. See www.nero.noaa.gov/hcd/ for eelgrass survey guidance.

¹⁵ **Structures:** The height of structures shall at all points be equal to or exceed the width of the deck. For the purpose of this definition, height shall be measured from the marsh substrate to the bottom of the longitudinal support beam.