

Updated 12/01/08

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, 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™ webbased service, b) a Bid Guaranty (as described below) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all required items in the Schedule of Items. (“Zero is not considered a Bid price.”)
4. Include a Bid Guaranty. Acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department’s prescribed form (or on a form that does not contain any significant variations from the Department’s form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta.
6. Other means, such as U.S. Postal Service’s Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

7. Complete the DBE Proposed Utilization form in the proper amounts, and submit with your bid on bid opening day. If you are submitting your bid electronically, you must FAX your DBE Utilization Form to (207) 624-3431.

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

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, Revision of December 2002.*

NOTICE

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

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or 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 Larry Childs at Larry.Childs@maine.gov.

NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

KNOW ALL MEN BY THESE PRESENTS THAT _____

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

as Principal, and _____ as Surety, a

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

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

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

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

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

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

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

_____ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid.

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 must 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 CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with your bid on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT'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 and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

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 construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2009 (October 1, 2008 through September 30, 2009), MaineDOT has established a DBE participation goal of 5.8% to be achieved through race/gender neutral means.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 45 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta ME 04333-0016. Appointments may be scheduled by telephone at (207) 624-3519. The goal setting methodology is also available for viewing on the MaineDOT website: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

Public comment will be accepted for 45 days following the last date of publication. The public comment period will be complete on September 26th, 2008. The goal will be submitted for approval to the FHWA on September 1st, 2008. Updated goal will be submitted to FHWA, if necessary, based on public comment.

Comments on the goal will be accepted, in writing, for 45 days from the date of this notice. Written comments should be addressed to Jackie LaPerriere, Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta, Maine 04333-0016 or by e-mail at: jackie.laperriere@maine.gov.

Several interested stakeholders will be notified directly by e-mail of the goal publication, including Maine Small Business Administration, Associated General Contractors, and ACEC, and Maine DBEs.

**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 PRICE: \$ _____ BID DATE: ____/____/____

FEDERAL PROJECT PIN # _____ PROJECT LOCATION: _____

TOTAL DBE _____ % PARTICIPATION FOR THIS SUBMISSION

W B E•	D B E•	Non DBE	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual \$ Value
Total >							

Contractors must make a good faith effort to include Certified DBE firms in all aspects of the project. If no DBE firms are to be part of this project, a detailed explanation is required. Attach supporting evidence to the maximum participation of DBEs on this project. This is a requirement. This evidence must include name of firm(s) contacted, date contacted, and outcome of solicitation.

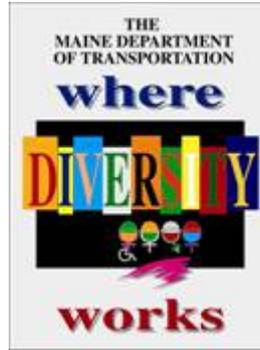
Equal Opportunity Use:

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

___ Accepted ___ Rejected _____

cc: Contracts Other _____

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/db-home.php

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

September 14, 2007

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/vendorinfo/vss.htm>

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 town of Gilead" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 8, 2009 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 (put in required prequalification category(ies)), 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. NH-9184(600)E, PIN. 9184.60

Location: In Oxford County, project is located on US. Rte.2 from Route Log Mile 1.83 (end of previously constructed PIN. 9184.20) to Route Log Mile 3.87, approx. 1.38 miles east of Bridge Street.

Outline of Work: Highway Reconstruction and other incidental work.

The basis of award will be Section 0001 with chosen Alternate.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Jim Ferguson** at (207)624-3431. Questions received after 12:00 noon of Thursday, July 2nd prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

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 Dixfield. 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 \$150.00 (\$158.00 by mail). Half size plans \$75.00 (\$80.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

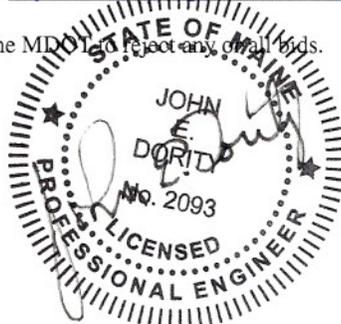
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$160,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

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

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

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

Augusta, Maine
June 17, 2009



JOHN E. DORITY
CHIEF ENGINEER

NOTICE

All bids for Federal Projects opened after December 1, 2008 **MUST** 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.

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

_____ Date

_____ Signature of authorized representative

_____ (Name and Title Printed)

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	201.11 CLEARING	5.000 HA				
0020	201.23 REMOVING SINGLE TREE TOP ONLY	3.000 EA				
0030	202.08 REMOVING BUILDING NO.:	LUMP	LUMP			
0040	202.2006 RELOCATION OF HOUSE	LUMP	LUMP			
0050	203.20 COMMON EXCAVATION	80000.000 M3				
0060	203.21 ROCK EXCAVATION	7250.000 M3				
0070	203.212 SPECIAL PERIMETER CONTROL BLASTING	1850.000 M				
0080	203.213 FRACTURING EXISTING SUBGRADE LEDGE	1900.000 M2				
0090	203.214 EXPLORATORY DRILLING	25.000 M				
0100	203.242 DIRTY BORROW	1350.000 M3				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	203.25 GRANULAR BORROW	100.000 M3				
0120	203.35 CRUSHED STONE FILL	10.000 M3				
0130	203.37 REINFORCED BACKFILL	6600.000 M3				
0140	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	25.000 M3				
0150	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	3600.000 MG				
0160	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	40.000 MG				
0170	403.211 HOT MIX ASPHALT (SHIM)	170.000 MG				
0180	403.213 HOT MIX ASPHALT 12.5 MM, BASE	4300.000 MG				
0190	409.15 BITUMINOUS TACK COAT APPLIED	5800.000 L				
0200	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	110.000 M3				
0210	504.07 CONCRETE PIPE TIES	16.000 GP				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0230	601.221 GABIONS, PVC COATED AND HAND FILLED	50.000 M3				
0240	603.159 300 MM CULVERT PIPE OPTION III	11.000 M				
0250	603.16 375 MM CULVERT PIPE OPTION I	11.000 M				
0260	603.175 450 MM RCP CLASS III	39.000 M				
0270	603.195 600 MM RCP CLASS III	47.000 M				
0280	603.20 750 MM CULVERT PIPE OPTION I	20.000 M				
0290	603.205 750 MM REINFORCED CONCRETE PIPE CLASS III	150.000 M				
0300	603.215 900 MM REINFORCED CONCRETE PIPE CLASS III	66.000 M				
0310	603.2151 900 MM RCP CLASS IV	40.000 M				
0320	604.092 CATCH BASIN TYPE B1-C	7.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	604.244 CATCH BASIN TYPE F4	1.000 EA				
0340	605.09 150 MM UNDERDRAIN TYPE B	180.000 M				
0350	605.11 300 MM UNDERDRAIN TYPE C	470.000 M				
0360	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA				
0370	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	1800.000 M				
0380	606.231 GUARDRAIL TYPE 3C - 4.5 M RADIUS AND LESS	16.000 M				
0390	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	4.000 EA				
0400	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	30.000 EA				
0410	606.363 GUARDRAIL REMOVE AND DISPOSE	120.000 M				
0420	606.551 GUARDRAIL TYPE 3-SINGLE RAIL WITH RUB RAIL	120.000 M				
0430	606.79 GUARDRAIL 350 FLARED TERMINAL	11.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	609.31 CURB TYPE 3	M 570.000				
0450	610.08 PLAIN RIPRAP	M3 3650.000				
0460	610.16 HEAVY RIPRAP	M3 4300.000				
0470	610.18 STONE DITCH PROTECTION	M3 320.000				
0480	613.319 EROSION CONTROL BLANKET	M2 7500.000				
0490	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	UN 250.000				
0500	618.146 SEEDING HYDROMULCH GROWTH MEDIUM	UN 30.000				
0510	619.1201 MULCH - PLAN QUANTITY	UN 250.000				
0520	619.1401 EROSION CONTROL MIX	M3 3450.000				
0530	620.541 REINFORCEMENT GEOTEXTILE	M2 7000.000				
0540	620.542 COMPACTION AID GEOTEXTILE	M2 3000.000				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	620.59 EROSION CONTROL GEOTEXTILE (SEWN SEAMS)	3100.000 M2				
0560	620.604 GEOCELL CONFINEMENT SYSTEM	910.000 M2				
0570	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0580	627.77 REMOVING PAVEMENT MARKINGS	330.000 M2				
0590	629.05 HAND LABOR, STRAIGHT TIME	100.000 HR				
0600	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	24.000 HR				
0610	631.11 AIR TOOL (INCLUDING OPERATOR)	24.000 HR				
0620	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	24.000 HR				
0630	631.13 BULLDOZER (INCLUDING OPERATOR)	24.000 HR				
0640	631.14 GRADER (INCLUDING OPERATOR)	24.000 HR				
0650	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	24.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	24.000 HR				
0670	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	8.000 HR				
0680	631.22 FRONT END LOADER (INCLUDING OPERATOR)	24.000 HR				
0690	631.221 SMALL FRONT-END LOADER (INCLUDING OPERATOR)	24.000 HR				
0700	639.18 FIELD OFFICE TYPE A	1.000 EA				
0710	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP	LUMP			
0720	652.31 TYPE I BARRICADE	10.000 EA				
0730	652.311 TYPE II BARRICADE	10.000 EA				
0740	652.33 DRUM	100.000 EA				
0750	652.34 CONE	200.000 EA				
0760	652.35 CONSTRUCTION SIGNS	50.000 M2				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0770	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	450.000 CD				
0780	652.38 FLAGGER	12000.000 HR				
0790	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA				
0800	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0810	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	7.000 M2				
0820	659.10 MOBILIZATION	LUMP	LUMP			
0830	660.21 ON-THE-JOB TRAINING (BID)	2000.000 HR				
SECTION 0001 TOTAL						.

SECTION 0002 ALTERNATE 1

0840	304.09 AGGREGATE BASE COURSE - CRUSHED	13300.000 M3				
0850	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	19700.000 M3				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009184.60

PROJECT(S): NH-9184(600)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0860	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	5750.000 MG				
SECTION 0002 TOTAL						.
SECTION 0003 ALTERNATE 2						
0870	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	21100.000 M3				
0880	304.1311 DENSE-GRADED CRUSHED AGGREGATE BASE	11700.000 M3				
0890	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	5100.000 MG				
SECTION 0003 TOTAL						
TOTAL BID SECTION 0001 W/ CHOSEN ALT.						

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

_____ with its principal place of business located at _____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **9184.60**, for **Highway Reconstruction** in the town of **Gilead**, County of **Oxford**, 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 18, 2010**. 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

Section 0001 \$ _____

Section 0002 \$ _____

Section 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN. 9184.60 – Highway Reconstruction - in the town of Gilead**, 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 for (see checked boxes):

Section 0001

Section 0002

Section 0003

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

_____ with its principal place of business located at _____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **9184.60**, for **Highway Reconstruction** in the town of **Gilead**, County of **Oxford**, 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 18, 2010**. 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

Section 0001 \$ _____

Section 0002 \$ _____

Section 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

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 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 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN. 9184.60 – Highway Reconstruction - in the town of Gilead**, 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 for (see checked boxes):

Section 0001

Section 0002

Section 0003

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of 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 A. Cole, 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 102.3
EXAMINATION OF DOCUMENTS, SITE, AND OTHER INFORMATION
(Geotechnical Information)

Geotechnical Information pertaining to this project has been collected and assembled. Bidders and Contractors are obligated to examine and, if necessary, obtain geotechnical information. The project geotechnical report titled "Subsurface Investigation for Reconstruction of Route 2 in the Town of Gilead, Oxford County" 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 Bidder's and Contractor's interpretations of, or estimates or conclusions drawn from the Geotechnical Information. Data provided may not be representative of the subsurface conditions between boring locations.

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

General Decision Number: ME080009 06/12/2009 ME9

Superseded General Decision Number: ME20070009

State: Maine

Construction Type: Highway

Counties: Aroostook, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Piscataquis, Sagadahoc, Somerset, Waldo and York Counties in Maine.

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	02/08/2008
1	06/06/2008
2	07/25/2008
3	06/12/2009

* ENGI0004-015 04/01/2009

	Rates	Fringes
Power equipment operators:		
Pavers.....	\$ 18.53	9.06
Rollers.....	\$ 18.53	9.06

SUME2000-008 10/24/2000		
	Rates	Fringes
CARPENTER.....	\$ 11.60	1.51
Ironworkers:		
Structural.....	\$ 12.03	1.58
Laborers:		
Drillers.....	\$ 10.00	2.50
Flaggers.....	\$ 6.55	
Guardrail Installers.....	\$ 7.92	
Landscape.....	\$ 7.87	.16
Line Stripper.....	\$ 8.69	.23
Pipelayers.....	\$ 9.21	2.31
Rakers.....	\$ 9.00	1.51
Sign Erectors.....	\$ 10.00	
Unskilled.....	\$ 8.66	1.38
Wheelman.....	\$ 8.50	.43
Power equipment operators:		
Backhoes.....	\$ 11.87	2.05
Bulldozers.....	\$ 12.33	2.88
Cranes.....	\$ 14.06	1.75

Excavators.....	\$ 12.38	2.48
Graders.....	\$ 13.06	3.73
Loaders.....	\$ 11.41	2.87
Mechanics.....	\$ 13.18	2.57

Truck drivers:

Dump.....	\$ 9.35	3.10
Tri axle.....	\$ 8.70	1.18
Two axle.....	\$ 8.56	2.19

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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. The contractor is required, within 4 weeks of award, to schedule a Utility Meeting with CMP and Oxford Net to discuss all known conflicts on the project. The purpose of the meeting is to discuss scheduling and constructability issues prior to the Pre Construction Meeting.

GENERAL INFORMATION

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

Overview:

Utility/Railroad Contact	Aerial	Underground	Rail
Central Maine Power Company Gary Crabtree 162 Canco Road Portland, Me 04103 Cell 831-295	X		
Oxford Networks Brent Hadley 27 Fair St Norway, Me 04268 Cell 462-2754		X	
St. Lawrence and Atlantic Railroad Paul Boisvenue 415 Rodman Road Auburn, Me 04210 Cell (207) 212-2314		X	X

Temporary utility adjustments are not anticipated on this project. Any temporary pole moves will be done by the respective utility at the contractor's request and expense, all associated costs will be considered incidental to the project.

All utility crossings over highways will provide not less than 6 meters (20 feet) vertical clearance over finished grade elevation during construction of this project.

Town: **Gilead**
 Project: **9184.60**
 Date: **June 4, 2009**

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

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

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

Construction of any spot cuts or fills in excess of 2 feet must be complete prior to utility relocations.

The contractor will be responsible for laying out an offset centerline on the side that poles will be set, as noted on the attached pole list.

Summary:

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimated Working Days
Central Maine Power	5	10		5	20
Oxford Networks		15			15
Total:					35

Aerial Utility Specific Issues:

- Central Maine Power plans to relocate **15 poles** in conjunction with this project as noted on the attached pole list.
- Central Maine Power contact is **Gary Crabtree Cell 831-0295**.
- **CMP would like 2 weeks notice before any work is done around their poles.**

Underground Utility Specific Issues:

- Oxford Networks has buried cable throughout the project and plans to install new lines, attached to CMP poles.
- Contact for Oxford Networks is **Brent Hadley Cell 462-2754**.
- **Oxford Networks would like 2 weeks notice before any work is done around their facilities**

A DETAILED POLE LIST WILL BE ATTACHED TO THIS SPECIAL PROVISION

Railroad Specific Issues:

- **St. Lawrence and Atlantic Railroad** has both above and below ground structures located within the Project Limits. Work within the railroad Right of Way shall be preplanned and authorized by the railroad.
- The contact for **St. Lawrence and Atlantic Railroad** is **Paul Boisvenue Cell (207) 212-2314**. **St. Lawrence and Atlantic Railroad will not tolerate any negligence or irresponsibility when it comes to blasting on this project. A *Special Specification titled “Protection of Railroad Traffic and Structures” is attached and shall be followed. In regards to working within the Railroad Right of Way and blasting along the project.*** Any work in or around the railroad shall to be done in compliance with all terms of the Railroad’s Special Specifications (PRTS). Failure to do so could result in suspension of work and/or compensation for additional rail flagging or inspection.
- **As outlined in the attached PRTS the Railroad has the Authority to cease and or suspend any work that does not comply with the safety terms of the PRTS.**

BLASTING AROUND UTILITES

In addition to any other notice that may be required, the Contractor shall pay particular attention to any aerial or underground utilities within the blasting area. The Contractor shall also notify an authorized representative of each utility having plant close to the site no later than seventy two (72) hours before the intended blast. The notice shall state the approximate time and location of the blast.

DIG SAFE

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title 23 §3360-A, Maine “Dig Safe” System. **1-888-344-7233**

Town: **Gilead**
Project: **9184.60**
Date: **June 4, 2009**

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

CMP Pole #	Tel. Pole #	Existing Station	Rt/Lt	Existing Offset from C.L. (m)	Existing Offset from C.L. (ft.)	New Station	Rt/Lt	New Offset from C.L. (m)	New Offset from C.L. (ft)	Cut/ Fill (-/+)	Miscellaneous/Remarks
Rt 113 Connector											
12		0+012.2	Lt	15.0	49.2					-1.5'	Existing location OK. Road Xing (Will need to be replace in place due to cut)
13		0+050.2	Rt	5.8	19.0	0+053.1	Rt	6.0	19.7	-2.1'	New station & offset. Road Crossing. (Set 2' deeper)
14		0+095.0	Rt	5.8	19.0		Rt	6.2	20.3	-1.0'	Set back at existing station to line up poles (Set 1' deeper)
15		0+138.0	Rt	6.8	22.3						Existing location OK.
15S		0+139.8	Lt	8.3	27.2						Existing location OK.
16		0+184.7	Rt	14.8	48.5						Existing location OK. If taller pole needed for road crossing/take off, replace in place. (DDE)
17	20										Eliminate and remove pole and poles beyond.
1		0+223.2	Lt	6.7	22.0						Span to 16. Road Crossing. If taller pole needed, replace in place (Pole is on Rt. 113)
Rt. 2											
12		3+675.2	Rt	13.2	43.3					-4.8'	Existing location OK Same as pole 12 on Rt. 113 Connecto Road Xing (5' spot cut needed, replace in place due to cut.)
11		3+710.5	Lt	3.2	10.5	3+724.8	Rt	8.0	26.2	-1.2'	Set at new station & offset. Road Xing. (Need push brace, set 1' deeper)
10		3+743.2	Lt	7.0	23.0						Eliminate and remove old pole.
9		3+789.1	Lt	6.6	21.6	3+775.4	Rt	8.0	26.2	-2.7'	Move to right and set at new station & offset (2.7' spot cut needed)
8		3+826.2	Lt	6.4	21.0		Rt	8.0	26.2	-1.4'	Move to right at existing station and set at new offset (Set 1.5' deeper)
7		3+865.0	Lt	5.7	18.7		Rt	8.0	26.2	-1.8'	Move to right at existing station and set at new offset (Set 2' deeper)
6		3+905.3	Lt	5.3	17.4		Rt	8.0	26.2	-0.6'	Move to right at existing station and set at new offset (Set 1' deeper)
5		3+945.3	Lt	5.5	18.0	3+956.7	Rt	8.0	26.2	+0.2'	Move to right and set at new station & offset.
4		3+984.3	Lt	4.8	15.7						Eliminate and remove old pole.
3		4+022.9	Lt	4.9	16.1	4+008.1	Rt	8.0	26.2	+0.2'	Move to right and set at new station & offset.
2		4+058.9	Lt	5.1	16.7	4+072.7	Rt	8.0	26.2	+0.3'	Move to right and set at new station & offset Road Xing.
2.1		4+071.9	Rt	7.5	24.6	4+125.9	Rt	8.0	26.2	+0.2'	Set at new station & offset.
1		4+104.8	Lt	5.3	17.4						Eliminate and remove old pole.
1.1		4+125.9	Rt	4.6	15.1						Eliminate and remove old pole.
End of CMP for this area.											

SPECIAL SPECIFICATION

PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES

INSTRUCTIONS: These instructions are not a part of the Special Specifications.

The Special Specification for the Protection of Railroad Traffic and Structures is, by Department policy, to be made a part of the highway contract documents for any project where work is to be done by the Contractor on or adjacent to the right of way of a railroad.

The Railroad is to complete the shaded areas on the form, the Department is to complete all other information. Where the information requested does not adequately describe the situation, that portion of the specification is to be revised as necessary. The limits of work to be established by the Department under "Inspection" will be no nearer the track than the limits specified by the Railroad.

This PRTS form was revised in December 2000. The modifications were primarily minor format changes, however, there was one clarification of content: wherever the word "days" was previously used, the term "calendar days" is now used. There were no other changes to the content of the document.

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Town: **Gilead**
Project/PIN: **AC-NH-9184(00), PIN**

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SPECIAL PROVISION PROTECTION OF RAILROAD TRAFFIC AND STRUCTURES

1. GENERAL REQUIREMENTS

Part of the work required by the Contract will be performed within a railroad right of way and/or adjacent to the tracks, telephone, telegraph, signal and electric supply lines of a railroad or railroads. The Contractor agrees to perform all such work in compliance with all of the terms of this Special Provision and all safety rules, regulations, or standards applicable to the Railroad. The Contractor shall be fully responsible for all damages arising from his failure to comply with the requirements of this Special Provision. The Contractor shall be deemed to have included all costs in the unit prices of the Schedule of Prices and the Proposal.

2. AMOUNT OF RAILROAD WORK

The estimated amount of work to be done within 15.24 Meters (50 feet) of the track of the **St. Lawrence and Atlantic Railroad Company** is **40%** of the contract.

3. NUMBER OF TRAINS AND TRAIN SPEED

The Contractor is notified that a maximum speed of **65** kph (**40** mph) will be considered as prevailing for the operation of trains of the Railroad at this project and that the approximate number of trains per day at this project is **2**.

4. PRIORITY OF RAILROAD OPERATIONS

The train movements of the Railroad, and its lessees, and licensees shall have absolute priority over the performance of the Construction Project within the railroad right of way. The Contractor hereby agrees that the hours and times of work within the Railroad right of way must be coordinated through the Railroad and that such hours and times are subject to change without prior notice to the Contractor, unless other prior arrangements have been made through the Railroad.

5. AUTHORITY OF RAILROAD TO STOP WORK

If the Contractor fails to comply with the safety terms of this Special Provision, or if the Chief Engineer of the Railroad determines that the Contractor is using unsafe practices that threaten the safety of rail traffic, rail workers, or the general public, the Railroad shall have the right to immediately order the Contractor to cease work and vacate the Railroad's property. The Railroad agrees to confirm any cessation of work in writing by delivering to the Department's Construction Manager a completed Stop Work Order form attached as Exhibit A within 24 hours of giving any such order.

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6. ENTRY UPON RAILROAD PROPERTY

The Railroad hereby agrees to permit the Contractor, together with their subcontractors, suppliers, consultants and engineers (the “Contractor”), to enter upon the Railroad property for the purpose of performing the Construction Project, PROVIDED THAT the Contractor complies with all of the terms of this Special Provision and all safety requirements and directions of the Chief Engineer of the Railroad, or his authorized representative (the “Railroad’s Chief Engineer”).

7. NOTICE REQUIRED BEFORE ENTRY

The Contractor shall give written notice to the Railroad's Chief Engineer at least 5 calendar day(s) in advance of the time it proposes to do work within the limits of the Railroad right-of-way or perform operations that may create a Hazard as specified by this Special Provision. The Contractor shall give such notice regardless of whether the work may also be within the limits of a public highway.

8. HAZARDS

The Contractor shall assess to its own satisfaction hazards which may be caused by its operations. At a minimum, the Contractor agrees that the following shall constitute Hazards.

An operating track shall be considered fouled and subject to hazard when any object is brought nearer than 7.62 meters (25.00 feet) to the gauge line of the near rail of the track.

A signal line or communication line shall be considered fouled and subject to hazard when any object is brought nearer than 7.62 meters (25.00 feet) to any wire or cable.

An electric supply line shall be considered fouled and subject to hazard when any object is brought nearer than 7.62 meters (25.00 feet) to any wire of the line.

Cranes, trucks, power shovels or any other equipment shall be considered as fouling and subjecting to hazard a track, signal line, communication or electric supply line when working in such position that failure of equipment, with or without load, could foul the track, signal line, communication or electric supply line.

Railroad operation will be considered subject to hazard when explosives are used in the vicinity of railroad premises, or during the driving or pulling of sheeting for any footing adjacent to a track, or when erecting structural steel adjacent to a track, or when performing work under, across or adjacent to a track, or when operations involve, swinging booms or chutes that could in any way come nearer than 15.24 meters (50.00 feet) to the gauge line of the near rail of the track, or when erection or removal of staging, false work or forms fouls a track or wire line.

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None of the operations specified as a Hazard above shall be carried on during the approach or passing of a train or without permission from the Railroad's Chief Engineer and the presence of a railroad inspector/flagman, unless other prior arrangements have been made through the Railroad.

9. MINIMUM CLEARANCES

During the construction of staging, false work or forms, the Contractor shall at all times maintain a minimum vertical clearance of **7.00** meters (**23.00** feet) above the top of high rail and a minimum side clearance of **2.75** meters (**9.00** feet) from the gauge line of the near rail where track is tangent. Additional side clearance must be maintained where track is on a curve.

10. WORK PLAN SUBMITTAL AND APPROVAL

The Contractor shall submit in writing to the Railroad's Chief Engineer or duly authorized representative, and the Department's Railroad Property Manager or his appointed representative, at least **5** calendar day(s) in advance of the start of the project, an outline of his plan for work within the Railroad right of way including contemplated method(s) of construction. This plan must meet with the approval of the Railroad's Chief Engineer and the Department's Railroad Property Manager in every respect. If the Contractor contemplates the use of "on the track equipment", it should so state and obtain from the Railroad the conditions pertaining to such operations. All Railroad costs included in this operation will be borne by the Contractor. In a like manner, any of the Contractor's equipment or material on cars for this project shall be handled in conformance with existing traffic rules with all costs borne by the Contractor.

Prior to submitting his Proposal, the Contractor shall have ascertained from the Railroad and from the Department's Railroad Property Manager or his appointed representative, all information relating to its requirements and regulations and all costs in connection with compliance thereto.

11. EXCAVATIONS

Before excavation for footings adjacent to tracks and/or within the Railroad's right-of-way may commence, whether or not also within the limits of a public highway, plans and calculations for such excavations, prepared by a Professional Engineer authorized to practice in Maine, shall be submitted to the Railroad's Chief Engineer for review and approval. Unless other prior arrangements have been made, the Railroad's Chief Engineer shall have **4** week(s) to perform such review and approval and issue a written permission to proceed with the excavation. No excavation shall proceed without such permission.

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At a minimum, excavations must utilize proper bracing, shoring, sheeting or other support as determined by the Railroad's Chief Engineer, to support the tracks with railroad traffic. Open excavation shall be suitably planked over when construction operations are not in progress, the location of any wires, conduits, pipes, cables or other railroad facilities below the surface of the ground. Damage to any such facilities caused by the failure of the Contractor to ascertain the location of such facilities or by failure to use due care to avoid injury to such facilities shall be at the expense of the Contractor.

12. EQUIPMENT

Equipment of the Contractor shall be in such condition so as to prevent failure that would cause delay in the operation of trains or damage to railroad facilities. Equipment shall not be placed or put in operation adjacent to a track without first obtaining permission of the Railroad. The Railroad agrees that such permission shall not be unreasonably withheld.

13. RAILROAD SERVICES - GENERALLY

When work is to be performed within the Railroad's right-of-way, the Railroad shall provide the services, equipment and materials provided in this Special Provision including, but not limited to, engineering, flagging, inspection, signal protection and/or relocation, and restoration or replacement of the Railroad's track structure of ballast. Further, if the Railroad's Chief Engineer determines that the Contractor's operations do not comply with all of the safety requirements of this Special Provision and all safety requirements and directions of said Chief Engineer, the Railroad will employ the necessary qualified employees to protect its trains and other facilities. The Contractor shall pay to the Railroad the cost for performing all Railroad Services unless said costs are to be paid by the Department as specified in this Special Provision.

14. INSPECTION / FLAGGING

The Railroad shall furnish and assign all inspectors / flaggers for general inspection purposes of general protection of railroad property and operations during construction as the Railroad's Chief Engineer determines are necessary to preserve safety.

(a) Responsibility for Cost. The Department will bear the cost of flagging or inspection (including travel time) or any combination thereof up to **60** man days of said flagging or inspection. If, in the opinion of the Railroad's Chief Engineer, further services of a flagger or inspector will be required due to the operations of the Contractor, the services will be furnished and the cost thereof (salary, expenses, insurance, taxes and vacation allowance, etc.) shall be paid to the Railroad by the Department, and will be recovered by the Department from the Contractor.

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(b) Terms. The minimum hours per day for the Railroad employees engaged in inspection flagging services shall be eight (8) hours. Time at rates for straight time, overtime or for deadheading starts in accordance with established practices in effect in the territory in which the project is located. Information as to these practices should be obtained from the Railroad's Chief Engineer.

The Contractor shall notify the Railroad's Chief Engineer and the Chief Engineer of the Department in writing 5 calendar day(s) before beginning, resuming or suspending work within 15.24 meters (50.00 feet) of the track, so that an inspector may be provided or removed in accordance with the requirements of this Special Provision. An inspector may be removed upon 2 calendar day(s) notice. Failure to give notice of intent to suspend work shall be cause of charge to the Contractor the cost of inspection during the period when work is suspended.

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

Date of estimate 1/01/2009.

Estimated daily rate for four (4) consecutive hours Monday-Friday (straight time): \$272.98

Estimated daily rate for four (4) consecutive hours Saturday, Sunday, Holiday (overtime): \$343.95

Estimated rate for hours worked in excess of eight (8) hours in any one day: \$55.03

Rates charged will be those in effect at the time of the performing the inspection/ flagging which may be different than the rates used at the date of the Estimate. The Railroad agrees to notify the Department if rates used to calculate the above estimates change before the date of bids are received for this Contract.

(d) Definitions.

Man day (M.D.) - eight (8) consecutive hours or any portion thereof.

Overtime - Each additional hour or fraction thereof consecutive to and beyond the standard man day will count as 3/16 of a man day.

Standard Man day - Eight (8) consecutive hour, Monday - Friday between the hours of 7 a.m. to 3 p.m. unless otherwise noted and agreed to by all parties.

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Travel Time - Time required by flagger and/or inspector to commute between his or her point of headquarters to the project site. This time shall not be charged used in determining available man days.

15. OTHER CONTRACTOR RESPONSIBILITIES

The restoring and resurfacing of tracks, if disturbed due to Contractor's operations, shall be at the expense of the Contractor.

Any other changes made or services furnished by the Railroad as a result of the Contractor will be at the Contractor's expense.

16. EXTRA-CONTRACT SERVICES

Temporary and permanent changes of tracks and telephone, signal and electric supply lines made necessary by or to clear the permanent work of the Contractor as shown on the construction plans and included in the Railroad force account as recollectable from the State will be made or caused to be made by the Railroad without expense to the Contractor.

17. INDEMNIFICATION

Where work is being performed over, under, across or adjacent to Railroad premises, the Contractor shall defend, indemnify and save harmless the Railroad and the Maine Department of Transportation from and against any and all loss, cost, damage, claims, suits, demands, or liability for damages for personal injury including death and for damage to property, which may arise from or out of the operations conducted under his contract, occurring by reason of any act or omission of the Contractor, his agents, servants or employees, or by reason of any act or omission of any subcontractor, his agents, servants or employees.

18. INSURANCE

In addition to any other forms of insurance or bonds required under the terms of the Contract, the Contractor will be required to procure and maintain, at its sole cost and expense, the following insurance coverages naming the Railroad as an insured.

(a) Railroad Protective Liability Insurance with limits not less than **\$2,000,000.00** per single occurrence and **\$6,000,000.00** per aggregate total occurrences.

(b) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project with limits of not less than **\$2,000,000.00** per single occurrence and **\$6,000,000.00** per aggregate total occurrences.

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(c) Workers Compensation and Occupational Disease Insurance, as required by law.

(d) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.

If any part of the work is sublet, these insurance coverages shall be provided by or on behalf of the subcontractors to cover their operations

Each policy shall carry an endorsement covering the “save harmless” clause in favor of the Railroad and the Maine Department of Transportation, as set forth in the paragraph, “Responsibility for Damage Claims”.

If blasting is to be done in the vicinity of the Railroad, the insurance policies shall include such coverage.

The policies shall be in force before any work is done on the project and shall remain in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the State and the Railroad.

Before any work is done on the project, the Department of Transportation and the Railroad's Chief Engineer shall be furnished certificates of each policy. Further, the original policy of the Comprehensive General Liability Insurance and the Railroad Protective Liability Insurance shall be furnished to the Railroad's Chief Engineer and a duplicate shall be furnished to the Department of Transportation.

The policy or policies of the Railroad’s protective public liability and property damage liability shall be written by a Company authorized to do business in the State of Maine, and shall be signed by the President and Secretary of the Insurance Company and shall be countersigned by an authorized representative of the Company.

19. ROADWAY WORKER SAFETY REGULATION

Notice to all Contractors/Subcontractors and individuals must be aware of the Federal Roadway Worker Safety Regulation, CFR 49, Part 214(c). They may be required to comply with this regulation. Any requirements for them to comply will be discussed at the pre-construction utility meeting.

Town: **Gilead**
Project/PIN: **AC-NH-9184(00), PIN**

9184.60

6/3/09

EXHIBIT A
ORIGINAL TO CONTRACTOR

MDOT/RAILROAD STOP WORK ORDER

Section A - Contractor	Town
	DOT Railroad Project #
Railroad Name	Location
	Notice #
DESCRIPTION OF SAFETY HAZARD/REASON FOR ORDER	
Standard Violated	RAC (Risk Assessment Code)
	N/R
Railroad Official (Flagger/Inspector) Name	Date
Signature	
SECTION B - ACTION TAKEN:	

cc: MDOT - R.E. or Inspector
MDOT - Utility Section
MDOT - Construction Division
Railroad - Chief Engineer

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1. Risk Assessment. Each identified/validated hazard shall be assigned a Risk Assessment Code (RAC) by the Safety Office. The RAC represents the degree of risk associated with the deficiency and combines the elements of hazard severity and mishap probability. The RAC is derived as follows:

a. Hazard Severity. The hazard severity is an assessment of the worst potential consequence: Defined by degree of injury, occupational illness, or property damage, which is likely to occur as a result of a deficiency. Hazard severity categories shall be assigned by roman numeral according to the following criteria.

- (1) Category I - Catastrophic: The hazard may cause death or loss of a facility.
- (2) Category II - Critical: May cause severe injury, severe occupational illness, or major property damage.
- (3) Category III - Marginal: May cause minor injury, minor occupational illness, or minor property damage.
- (4) Category IV - Negligible: Probably would not affect personnel safety or health, but is nevertheless in violation of a NAVOSH standard.

b. Mishap Probability. The mishap probability is the probability that a hazard will result in a mishap, based on an assessment of such factors as location, exposure in terms of cycles or hours of operation, and affected population. Mishap probability shall be assigned an Arabic letter according to the following criteria:

- (1) Sub-category A - Likely to occur immediately or within a short period of time.
- (2) Sub-category B - Probably will occur in time.
- (3) Sub-category C - May occur in time.
- (4) Sub-category D - Unlikely to occur.

c. Risk Assessment Code. The RAC is an expression of risk which combines the elements of hazard severity and mishap probability. Using the matrix shown below, the RAC is expressed as a single Arabic number that can be used to help determine hazard abatement priorities.

	Mishap Probability				RAC	
		A	B	C	D	
Hazard Severity	I	1	1	2	3	1 - Critical
	II	1	2	3	4	2 - Serious
	III	2	3	4	5	3 - Moderate
	IV	3	4	5	5	4 - Minor
						5 - Negligible

SPECIAL PROVISION 105
CONSTRUCTION AREA

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

- (a) The section of highway under construction beginning at Sta. 3+073.248 and ending at Sta. 6+300.000 of the construction centerline plus approaches.
- (b) (US. Rte.2) The section of highway under construction beginning at Sta. 3+073.248 and ending at Sta. 6+300.000 of the new construction centerline plus approaches.

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

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

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

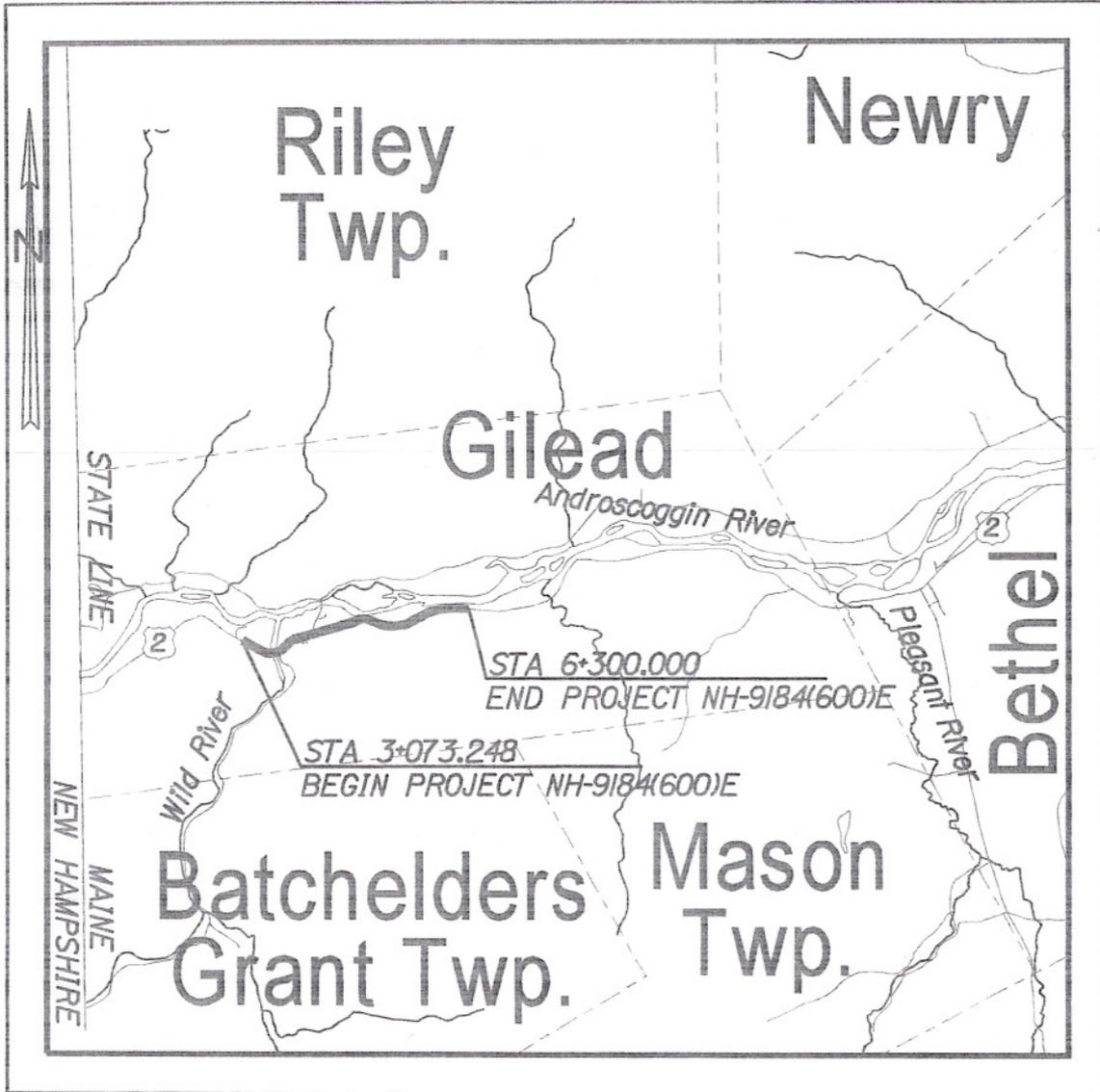
The Municipal Officers for the **Town of Gilead** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

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

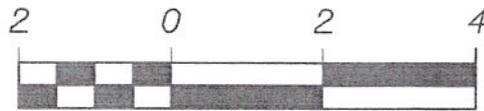
The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

STA. 3+073.248
BEGIN PROJECT NH-9184(600)E
LIMIT OF WORK
MATCH EXISTING PAVEMENT

WILD RIVER BR
BE CONSTRUCTE
SEPARATE CON.



LOCATION MAP



Scale in Kilometers

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

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

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

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

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

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

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

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

Gilead
9184.60
June 9, 2009

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

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

Town: Bethel - Gilead
PIN #: 9184.XX
Date: 6/8/07

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

In-water Work shall not be allowed between the dates of 10/1 and 6/30.
(In-water work is allowed from 7/1 to 9/30.)

Water body Name(s) with Station #s: Unnamed 0+825, Unnamed 1+170, Wild River 3+420 → 3+500, Unnamed 4+590, Unnamed 5+070, Unnamed 5+275, Unnamed 6+940, Wheeler Brook 7+260, Bog Brook 7+650, Unnamed 9+060, Unnamed 11+060, Pleasant River 12+640 → 12+660 & 1+040, Ordway Brook 1000+109, Unnamed 15+630, Unnamed 15+900, Unnamed 18+770 and Unnamed 19+080

Special Conditions: In-Water work shall be conducted during low flows. Culverts must be imbedded at least 6 inches

In-Water work consists of any activity conducted below the normal high water mark.

All activities are prohibited (including placement and removal of cofferdams) below the normal high water mark and non low flow conditions during the In-Water work window restriction, except for the following:

- Work within a sealed and dewatered cofferdam. Maintenance pumping within a sealed cofferdam is also allowed.

No construction activity, whether temporary or permanent, is allowed that completely blocks a river, stream, or brook without providing downstream flow.

The contractor shall abide by all permits and conditions.

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, 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)

- 1) **The contractor will be allowed to commence work on this project as long as all applicable plans as required under this contract have been submitted and approved and the field office is 100% complete.**
- 2) **The completion date for this contract is November 18, 2010.**
- 3) **The contractor shall cease all operations and have all travel lanes open to traffic and the roadway in safe operating condition as directed on the following dates :**
- 4) **September 4, 2009 by noon, and shall not commence work again until September 8, 2009 (Labor Day).**
November 25, 2009 by noon, and shall not commence work again until November 29, 2009 (Thanksgiving Day).
December 24, 2009 by noon, and shall not commence work again until December 28, 2009 (Christmas Day).
December 31, 2009 by noon, and not commence work again until January 4, 2010 (New Years Day).
May 28, 2010 by noon, and shall not commence work again until June 1, 2010 (Memorial Day)
July 1, 2010 by noon, and shall not commence work again until July 6, 2010 (4th of July)
September 3, 2010 by noon, and shall not commence work again until September 7, 2010 (Labor Day)

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 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.2081 Hot Mix Asphalt - 12.5 mm (PG 70-28)
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.2102 Hot Mix Asphalt - 9.5 mm
- Item 403.211 Hot Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm
- 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 PG 70-28)
- Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
- 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.

Item 403.206: 4.8%	Item 403.2102: 6.2%
Item 403.207: 5.2%	Item 403.211: 6.2%
Item 403.208: 5.6%	Item 403.212: 6.8%
Item 403.2081: 5.6%	Item 403.213: 5.6%
Item 403.209: 6.2%	Item 403.2131: 5.6%
Item 403.210: 6.2%	Item 403.2132: 5.6%
Item 461.13: 6.4%	

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price, listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Under Section 202.02 of the Standard Specifications, ownership of buildings and all equipment, fixtures, and materials therein shall be interpreted as meaning all equipment, fixtures, and materials that are recognized as real property. Any items that are recognized as personal property are excepted and are reserved to the owner. If the bidder is in doubt as to whether any item not listed is real or personal property, they shall request a determination of the matter prior to date on which bids are to be received.

The following list of items is to be reserved to the property owners and/or occupants of Buildings No.1

No Reservations

Buildings to be removed under Section 202 - Removing Structures and Obstructions of the contract will be made available to the Contractor as follows: Immediately

Failure by the Maine State Department of Transportation to meet dates of availability may entitle the Contractor to time extension if requested by the Contractor, in writing, such request indicating delays in construction, if any, caused by changes in availability dates.

With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Department has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Department will re-inspect the building within seven days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty Pay Item under Section 109.3 - Extra Work.

This building may or may not contain asbestos. Prior to any demolition of building(s) the Contractor will conduct an asbestos survey on the building(s) to determine if any asbestos exists. The survey will be conducted by a DEP certified Asbestos Inspector. No separate payment will be made for the survey and it shall be considered incidental. The survey results will be communicated with the Resident. If no asbestos is discovered, the demolition process may proceed. If asbestos is found, the Contractor will employ a DEP certified Asbestos Abatement Contractor for its' removal and disposal. The Department will bear all expenses incurred in the abatement of any asbestos containing material as detailed in Standard Specification 109.7 – Equitable Adjustments to Compensation. Any questions can be directed to the Office of Legal Service (624-3020).

August 30, 2006
Supersedes May 23, 2000

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

SPECIAL PROVISION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS
(Relocation of one room school)

The one room school at approximately station 3+660 on the right and listed as Building No 1 on the plans will be jacked up and moved to a new location on the project. This location is adjacent to the Gilead Town Hall at approximately station 4+120 on the left. The building will be placed on a new foundation at this site, which has been approved by the MeDOT, Gilead Historic Society, and SHPO.

Special care will be taken in the process to ensure that the structure arrives and is placed on the new foundation with minimal damage. Any damage to the existing chimney and or other parts of the building will be the responsibility of the Gilead Historical Society to repair if in the opinion of the Construction Manager due diligence was exercised in the move.

A concrete foundation will be provided by the contractor in accordance with the plans provided in this special provision.

The actual measurements of the foundation will be verified by the contractor to ensure the reception of the building, and the footings for the columns will be located as necessary for the structural support of the building. If the proposed carrying beam is deemed unnecessary by the Construction Manager, it may be omitted.

The foundation will consist of 8' concrete walls, 4" trowel finished concrete floor, 8"x2' concrete footing, with an areaway. There will be 2'x 2'x 8" footings under all support columns. The outside of the foundation will be coated with waterproofing material to within 18" of the top. A 2"x 6" pressure treated sill will be secured to the foundation with a layer of sill seal between that and the concrete. The foundation will be provided with a 4" drain tile around the perimeter, and a positive drain outlet provided to the north, approximately 75'. The drain will be covered with 3' of crushed rock, and backfilled with free draining gravel. The site will be graded and heavily mulched. Loam and seeding is not included in this item.

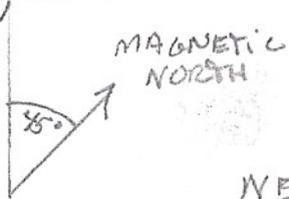
Coordination will be made with the Gilead Historical Society. Contact person will be Hugh Chapman, phone number 207-836-2978.

Payment will be full compensation for the moving of the building, excavation of the new site, construction of the foundation as described and final grading and mulching of the site.

Payment will be made under:

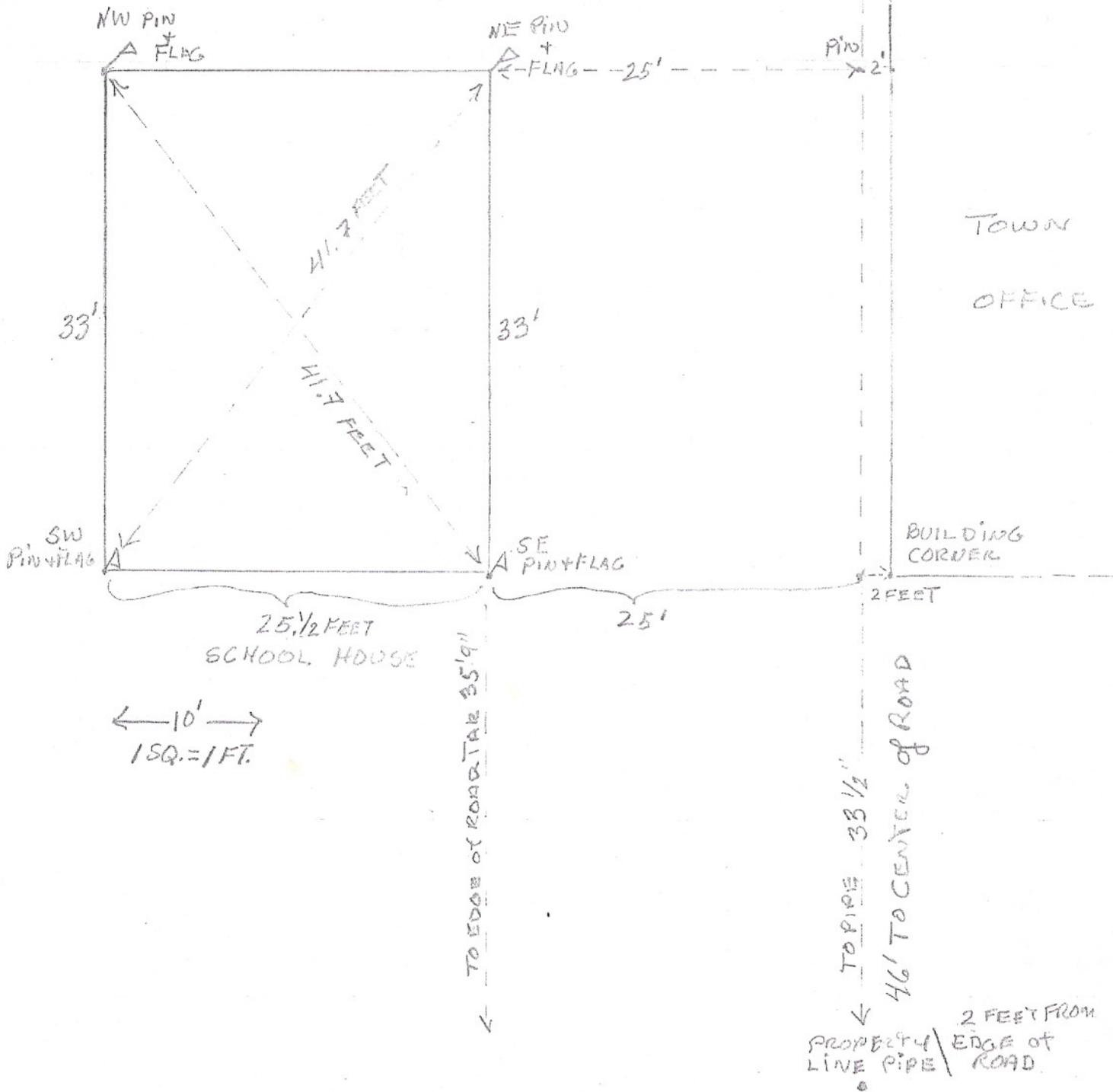
<u>Pay Item</u>	<u>Pay Unit</u>
202.2006 One Room School Relocation	Lump Sum

GRID NORTH



NEW LOCATION FOR THE
 GILEAD VILLAGE SCHOOLHOUSE-2009
 DRAWN & SURVEYED BY N. BUTTRICK
 & H. CHAPMAN
 GILEAD HIST. SOC.

FROM
 EDGE OF
 ROAD
 CHAINING
 PIN +
 METAL ROD



TOWN
 OFFICE

BUILDING
 CORNER

25 1/2 FEET
 SCHOOL HOUSE

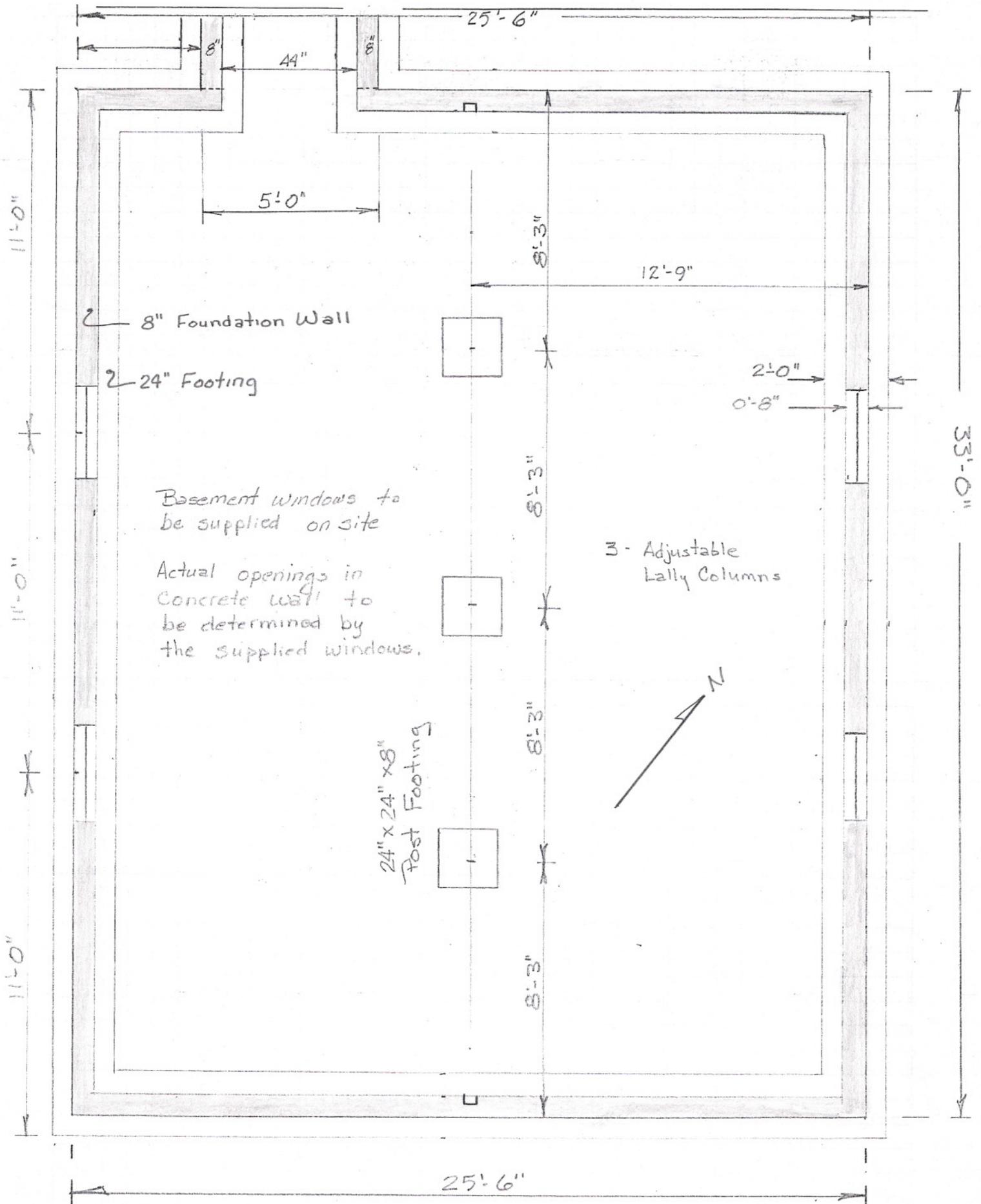
← 10' →
 1 SQ. = 1 FT.

TO EDGE OF ROAD TAPE 35'9"

TO PIPE 33 1/2"
 46' TO CENTER OF ROAD

2 FEET FROM
 PROPERTY LINE PIPE /
 EDGE OF ROAD

FOUNDATION PLAN



8" Foundation Wall
 24" Footing

Basement windows to be supplied on site
 Actual openings in concrete wall to be determined by the supplied windows.

3 - Adjustable Lally Columns

24" x 24" x 8" Post Footing

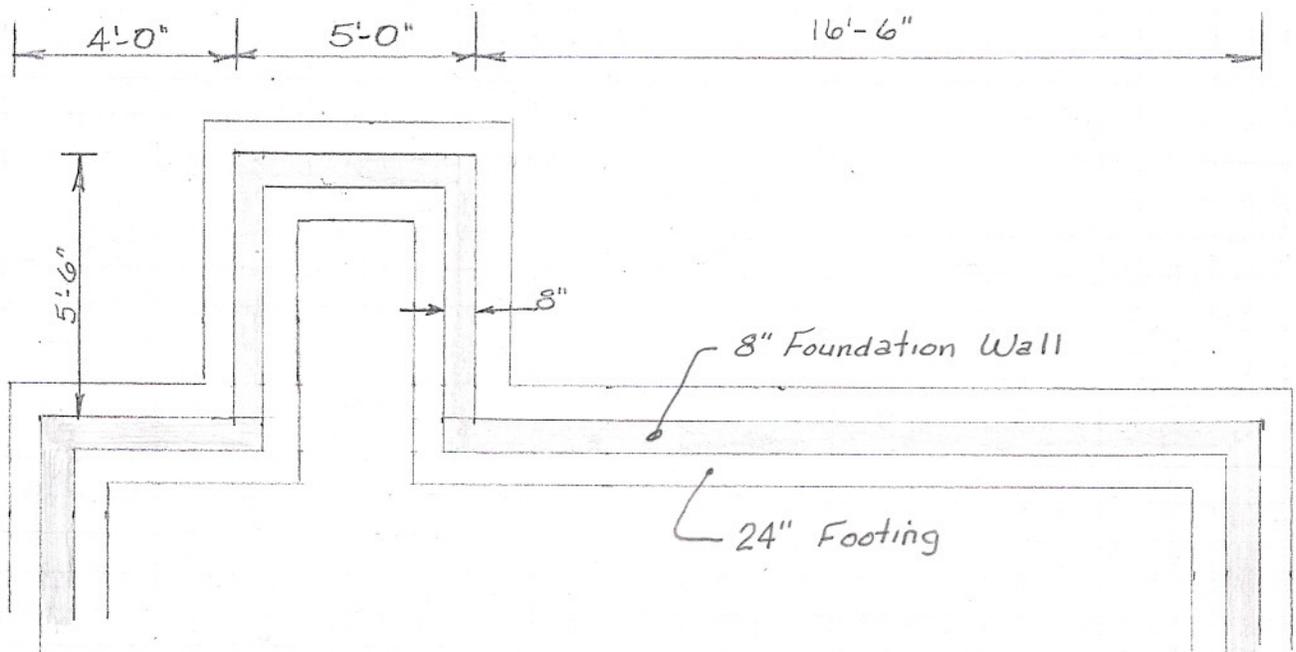
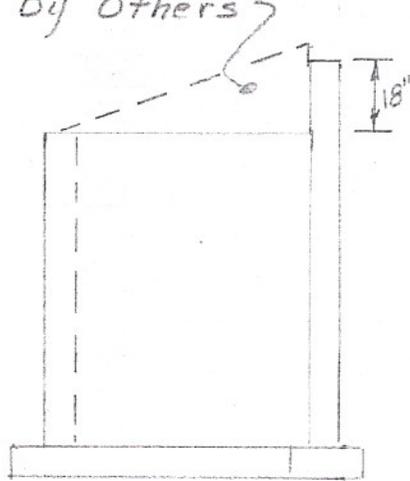
FRONT

Scale 1/4" = 1'-0"

AREAWAY DETAIL

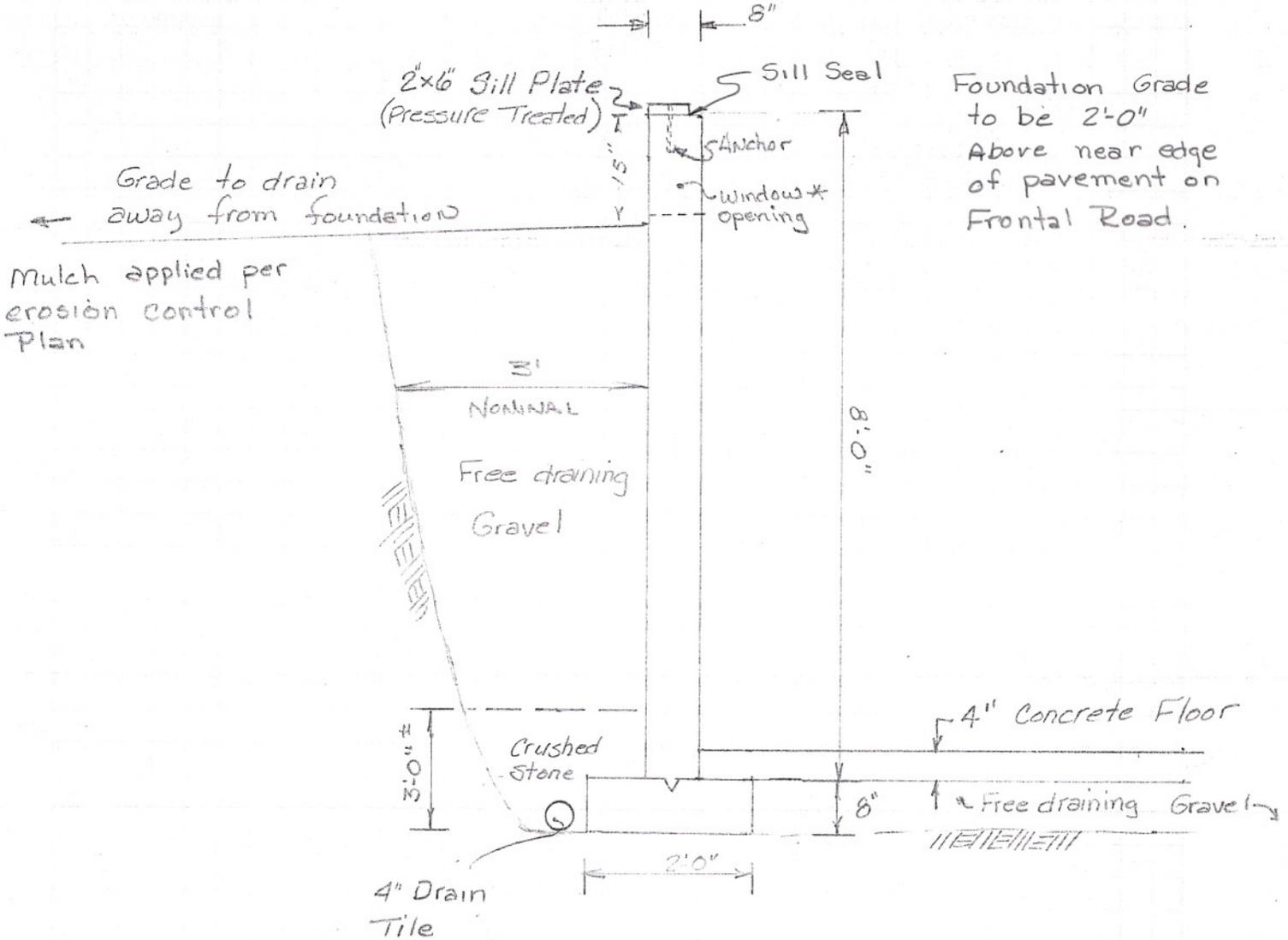
Areaway Door W=51" L=64" H=22"

Model - Size B Bilco Basement Door (Or Equivalent) to be furnished by Others



FOUNDATION SECTION

Loam & Seed Lot by others

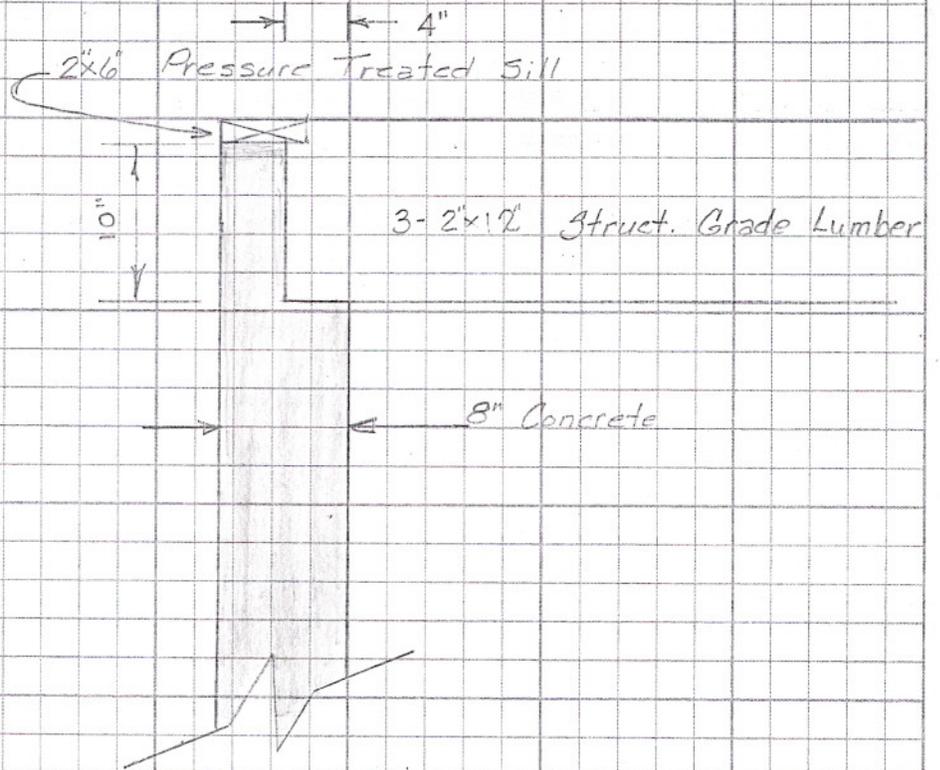


* Basement windows to be Supplied on site. Opening to be determined by supplied windows

1/2" = 1'-0"

Carrying Beam Foundation Notch

3- 2"x12" Structural Grade Lumber
Laminated Together



Special Provision
Section 203
Excavation and Embankment

Amend Section 203.041 as follows:

Methods of utilization . . .

- 1) Salvaged bituminous pavement will not be allowed in the upper 150 mm of the travelway or shoulder and salvaged bituminous pavement will not be blended with Aggregate Base Course either.
- 2) Removal of old pavement will be paid under common excavation 203.20 and become the property of the Contractor

Gilead
9184.60
May 25, 2009

SPECIAL PROVISION
SECTION 203
BEDDING MATERIAL
(Crushed Stone Fill)

Description This work shall consist of constructing a bedding course of crushed stone in accordance with these specifications and in reasonable close conformity with the width, grade and thickness shown on the plans or established by the Resident.

MATERIALS

Aggregate Crushed stone bedding material shall meet the requirements of ASTM standard specification C33, Standard Specification for Concrete Aggregates.

The aggregate shall meet the following gradation requirements:

Metric [US Customary]	Percent by Weight Passing
25 mm [1 in]	100
19 mm [¾ in]	90 - 100
12.5 mm [½ in]	20 - 55
9.5 mm [3/8 in]	0 - 15
4.75 mm [No. 4]	0 - 5

Construction Requirements The crushed stone fill shall be placed and graded as shown on the plans or as directed by the Resident. The crushed stone shall be compacted as required to insure that all voids in the stone fill are filled, as approved by the Resident.

Method of Measurement Aggregate for crushed stone bedding material will be measured by the cubic meter [cubic yard] complete in place.

Basis of Payment The accepted quantity of crushed stone bedding material will be paid for at the contract unit price per cubic meter [cubic yard] of aggregate complete in place.

Payment will be paid under:

<u>Pay Item</u>	<u>Pay Unit</u>
203.35 Crushed Stone Fill	Cubic Meter[Cubic Yard]

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dirty Borrow)

Description: This work shall consist of furnishing and placing dirty borrow for seeding, in reasonably close conformity with the thicknesses called for on the plans or as authorized by the Resident.

Materials: Materials shall conform to the requirements specified in the following Sections of Division 700 – Materials:

Common Borrow	703.18
Humus	717.09

Dirty Borrow shall meet the requirements of Section 703.18 Common Borrow with the following addition and deletions: 703.18 Second sentence, delete the word peat.

Dirty Borrow shall contain no particles or fragments with a maximum dimension in excess of the compacted thickness of the layer being placed.

The granular material must have at least 20 percent, but not more than 50 percent, of the minus 25 mm [1 in] material passing the 75 micron [No. 200] mesh sieve.

The Dirty Borrow must have an organic humus content of 3% to 8% as determined by ignition test.

The Contractor may elect to manufacture Dirty Borrow from a combination of project materials that the contractor is entitled to use, combined with other suitable materials furnished by the Contractor.

CONSTRUCTION REQUIREMENTS

Application of Dirty Borrow: Dirty Borrow shall be spread evenly and uniformly on prepared areas in a thickness as shown on the plans.

Method of Measurement: Dirty Borrow will be measured by the cubic meter [cubic yard] complete in place after finishing to the required depth as shown on the plans or directed by the Resident. Lateral measurements will be parallel with the slope of the ground.

Basis of Payment: The accepted quantities of dirty borrow will be paid for at the contract unit price per cubic meter [cubic yard] complete in place.

Payment shall be full compensation for furnishing and placing the Dirty Borrow.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
203.242 Dirty Borrow	Cubic Meter [Cubic Yard]

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(Dredge Materials)

Description: Dredge Material (See MaineDOT Standard Specifications § 101.2) is regulated as a Special Waste. This regulated material can be reused with a Beneficial Use Permit issued by the Maine Department of Environmental Protection (MDEP). Further, the Beneficial Use of Dredge Material from Class A, Class AA and Class SA water bodies is exempt from Beneficial Use Permits. Work associated with the unnamed streams associated with the Route 2 Highway Improvement in Gilead will occur in Class A water bodies; therefore, the Beneficial Use of Dredge Material from this initiative is exempt from Beneficial Use Permits.

CONSTRUCTION REQUIREMENTS

Management: The contractor shall ensure that all Dredge Material excavated from the unnamed streams associated with the Route 2 Highway Improvement Project in Gilead is Beneficially Used in the areas) specified by MaineDOT.

Method of Measurement: Dredge Material will be measured by the cubic meter 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.

Basis of Payment: Dredge Material Beneficially Used will be paid for at the contract unit price bid for Structural Excavation.

Payment shall be full compensation for excavation, dewatering, managing, transporting, and placement.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
206.061	Structural Earth Excavation	cubic meter

SPECIAL PROVISION
SECTION 203
EXCAVATION AND EMBANKMENT
(CONTROLLED BLASTING)

203 – EXCAVATION AND EMBANKMENT, is amended to include the following:

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. The work to be done under this Special Provision includes furnishing all labor, equipment, materials and services and performing operations required to fragment and excavate materials classified as rock utilizing controlled blasting procedures specified herein to the grades and limits indicated on Drawings. The work shall be performed such that damage is prevented to adjacent structures, property (includes the St. Lawrence and Atlantic Railroad; (Railroad?) and work. The work shall be performed such that damage is minimized to adjacent rock, and such that resulting ground vibrations and air blast overpressures are consistently maintained below the maximum levels specified in this Special Provision.
2. The purpose of the controlled blasting is to create a stable rock face with a fall zone to protect the traveling public from rock fall hazard.
3. Protecting existing structures, adjacent property, workers, Department personnel and consultants, and the general public from damage or injury from improper handling of explosives, flyrock, excessive ground vibrations and/or excessive air blast overpressure levels.
4. Furnishing, installing, and implementing an audible warning system to indicate impending blasting and familiarizing workers, Department personnel and consultants, and the general public with the system implemented.

1.02 SYSTEM DESCRIPTIONS

A. Definitions:

1. Earth is defined as all materials not classified as rock.
2. Rock excavation: Definition in Standard Specification Section 203.01.b shall apply.

1.03 QUALITY ASSURANCE

A. Qualifications:

1. Persons responsible for blasting shall be licensed blasters in the State of Maine. The Contractor shall document, with project descriptions, blast plans and references outlining successful experience performing controlled blasting for slopes greater than 15 m in height adjacent to a highway facility that included careful perimeter control blasting, measures to prevent damage to pavement or other structures, and measures to eliminate the need for or to minimize the length of traffic stoppage. The Blasting Subcontractor shall demonstrate at least three similar projects in the last six (6) years.

B. Codes, Permits and Regulations:

1. The Contractor shall comply with all applicable Federal, State, and Local laws, rules, ordinances and regulations governing the transportation, storage, handling and use of explosives. All labor, materials, equipment and services necessary to make the blasting operations comply with such requirements shall be provided without additional cost to the Department.
2. The Contractor shall obtain and pay for all permits and licenses required to complete the work of this Special Provision.
3. In case of conflict between regulations or between regulations and Specifications, the Contractor shall comply with the strictest applicable codes, regulations, or Specifications.

C. Blasting Limit Criteria:

1. Existing Occupied Structures:

- a. Peak Particle Velocity Limits - At nearby existing occupied structures, the maximum Peak Particle Velocity (PPV) shall not exceed the United States Bureau of Mines (USBM) Safe Limits (see Figure 1).

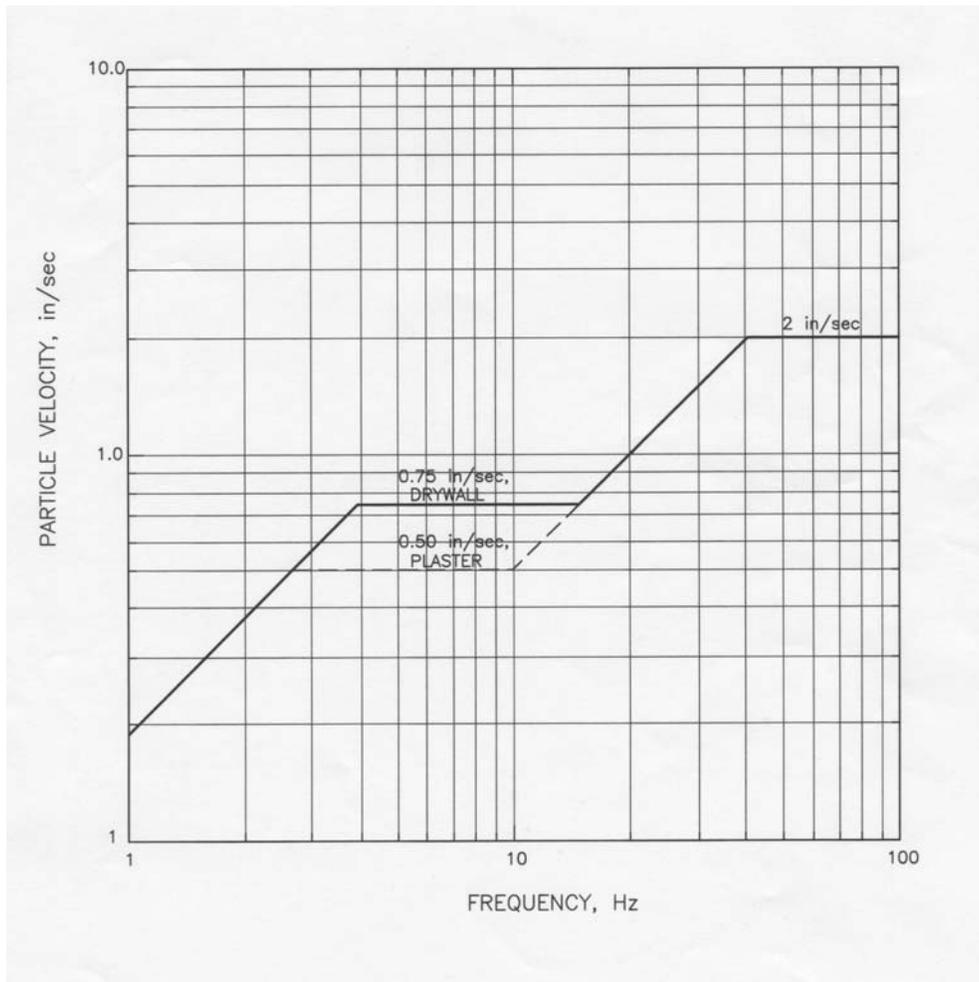


Figure 1 – Blasting Limit Criteria

- b. Airblast Overpressure Limits – Maximum sound pressure level of 133 dB (peak, impulsive), measured with a seismograph.
2. The Railroad and Utilities: The PPV shall not exceed 76.2 mm/sec (3 ips) at the Railroad or existing utilities.
 3. The Contractor shall comply with the Blasting Limit Criteria during all blasting and rock excavation. Adjustments to the drilling and blasting program and procedures, to comply with the Blasting Limit Criteria, shall be made by the Contractor during execution of the work at no expense to the Department.
- D. Blast Monitoring:
1. The Contractor shall conduct blast vibration monitoring of every blast round required to excavate rock during the conduct of construction. Monitoring shall include one seismograph at the closest utility, one seismograph at the nearest segment of the Railroad and one seismograph adjacent to the nearest occupied structure.

2. The Contractor shall notify the Resident one hour prior to each blast.
 3. The Contractor may perform additional blast monitoring at no additional cost to the Department.
 4. Blast monitoring shall be conducted by qualified professionals trained in the use of a seismograph, and records shall be analyzed and results reported by persons familiar with analyzing and reporting the frequency content of a seismograph record.
 5. All instrumentation proposed for use on the project shall have been calibrated within the previous twelve (12) months to a standard which is traceable to the National Bureau of Standards. Characteristics of required instrumentation are listed below:
 - a. Measure and report the three (3) mutually perpendicular components of particle velocity in directions vertical, radial, and perpendicular to the vibration source.
 - b. Measure and display the maximum peak particle velocity component and airblast overpressure, and the frequencies of each. The readings must be displayed and be able to be read in the field, immediately after each blast.
 - c. Furnish a permanent time history record of particle velocity waveforms and airblast overpressure waveforms.
 - d. Furnish a printout of USBM limits with vibration data.
 6. The Contractor shall film each blast from a minimum of two (2) locations and shall submit films to the Resident within 24 hours of each blast event.
- F. Blast Monitoring Reports:
1. Generally within 24 hours following each blast, a Blast Monitoring Report shall be submitted to the Resident. Any vibrations close to or exceeding the specified limits will be immediately reported to the Resident by the Contractor.
- G. Notification: The Contractor shall be responsible for notification of representatives of the railroad and utilities prior to each blast.
- H. The Contractor shall cooperate with the Resident in permitting observation of the Contractor's drilling and loading procedures, as well as in providing detailed information on blasting operations.
- I. The Contractor shall be completely responsible for all damages resulting from the blasting operations and shall, as a minimum, take whatever measures are necessary to maintain peak particle velocities within the specified limits. Modifications to blasting and excavation methods required to meet these requirements shall be undertaken at no additional cost to the Department.
- J. Airborne Dust and Noise Limits: The Contractor shall take precautions, such as the use of water, vacuums and mufflers to minimize noise and dust from air track drilling operations.

1.04 SUBMITTALS

A. Advance Blasting Plan Submittal:

The Contractor shall submit a Blasting Plan containing the following information to the Resident no more than ten (10) business days after removal of overburden soil and at least ten (10) business days prior to commencing the drilling/blasting operations. It is the Department's intent to respond to the major items in the Contractor's submittal within five (5) business days after receipt. A Blasting Plan shall also be submitted at any time the Contractor proposes to change the drilling and blasting methods. If the location of faces change or other conditions change, the Contractor is required to submit a new Blasting Plan.

1. Sequence and schedule of blasting rounds, including the general method of developing the excavation, lift heights, etc.
2. Listing of inclinometer device to be used to accurately position drill angle on all drill rigs, complete with catalog cuts, specifications and operation procedures.
3. Specifics of a typical blast round to be implemented in each of the following areas:
 - a. At a test blast area within the excavation limits.
 - b. At the highest rock cut area.
4. Include the following blast round details:
 - a. Plan of a typical round design showing hole spacing and delay pattern, including test blasts and production blasts.
 - b. Diameter, spacing, burden, depth and orientation of each blast hole for a typical round design, including test blasts, production blasts and blasts where controlled blasting techniques are required.
 - c. Nomenclature and amount (in terms of weight and number of cartridges) of explosives and distribution of charge to be used within each hole, on each delay, and the total for the blast.
 - d. Nomenclature and type of detonators; typical delay pattern wiring diagram for the round: type and capacity of firing source, size, type and location of safety switches and lightning gap.
 - e. Type and amount of stemming to be used in holes.
 - f. Calculations of anticipated vibration levels at the nearest adjacent structures, utilities or railroad siding.
5. Manufacturers data sheets for all explosives, primers and initiators to be employed.

6. Methods of matting or covering of the blast area in open excavations to prevent excessive throw of rock.
7. Written evidence of the licensing, experience and qualifications of the blasters who will be directly responsible for the loading of each shot and for firing it.
8. Name and qualifications of the person(s) responsible for design and directing the blasting. This submittal shall document by project lists and samples of blasting round design calculations that the person has the required experience in controlling open-cut blast vibrations in blasting rounds of the type required on the project.
9. Details of a traffic control plan specific to blast events.
10. Details of an audible advance signal system to be employed at the job site as a means of informing workers, Department personnel or its representatives, and the general public that a blast is about to occur.
11. Submit a certificate of insurance documenting that liability insurance coverage in an amount no less than \$2,000,000 will be in force for the duration of blasting at the site. The Contractor shall ensure that all approved damage claims will be honored, pursuant to the terms of the insurance policies and/or applicable state law.
12. Listing of instrumentation proposed for use in profiling rock face and for surveying as-drilled locations of blast holes, complete with catalog cuts, performance specifications and operating procedures.
13. Submit a copy of the blasting permit(s) obtained to conduct blasting on the site (when received).

B. Blast Monitoring Report Submittals:

1. Within 24 hours following each blast, the Contractor shall submit to the Resident a Blast Monitoring Report. Each Blast Monitoring Report shall include all of the following applicable items:
 - a. Blast round design data, as indicated in Section 1.04.A.4 above.
 - b. Blast Monitoring Location Plan, indicating the location from the blast to the monitoring locations.
 - c. Vibration data from each seismograph, including a copy of the strip charge (or other permanent record of velocity/time waveform) with calibration and monitoring record marked with the date, time and location of the blast.

C. Progress Submittal:

1. In the event that the Contractor's design round results in ground vibrations which exceed the blasting limit criteria specified in this Special Provision, the Contractor shall immediately revise the round design appropriately and submit the revised round design

to the Resident for review. The Contractor shall allow sufficient time for review, and shall not conduct additional blasting until the revised blast round design is approved.

2. Review by the Department of blast designs and techniques shall not relieve the Contractor of responsibility for the accuracy, adequacy and safety of the blasting, exercising proper supervision and field judgment and producing the results within the blasting limits required by this Special Provision.
 3. The Contractor shall report to the Resident in writing all blasting complaints received by the Contractor within 24 hours of receipt. Each blast complaint report shall include the name and address of the complainant, time received, date and time of blast complained about and a description of the circumstances which led to the complaint.
- D. The time period(s) specified for submittal are the minimum required by the Resident to review, evaluate and respond to the Contractor. If, after review, the Resident requires re-submission for any reason, the specified time period(s) shall commence upon the date of receipt of the re-submittal(s). The Contractor is responsible for scheduling specified submittal and re-submittal so as to prevent delays in the work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.01 MINIMUM SAFETY PRECAUTIONS

- A. Clearing the Danger Area Before Blasting: No blasting shall be permitted until all personnel in the danger area have been removed to a place of safety. A loud, audible, warning system devised and implemented by the Contractor shall be sounded before each blast. The Contractor shall familiarize all personnel on the project and the general public with the implemented system. The danger area shall be patrolled before each blast to make certain that it has been completely cleared, and guards shall be stationed to prevent entry until the area has been cleared by the blaster following the blast.
- B. Explosives shall be stored, handled and employed in accordance with Federal, State, and Local regulations including 29 CFR 1926 Subpart U – Blasting and the Use of Explosives. All other Standard Specification Section 105.2.6 – Use of Explosives shall apply.
- C. No explosives, caps, detonators or fuses shall be stored on the site during non-working hours.
- D. The Contractor shall be responsible for determining any other safety requirements unique to blasting operations on this particular site so as not to endanger life, property, utility services, any existing or new construction, or any property adjacent to the site.
- E. No requirement of, or omission to require, any precautions under this Contract shall be deemed to limit or impair any responsibility or obligations assumed by the Contractor under or in connection with this Contract; and the Contractor shall at all times maintain adequate protection to safeguard the public and all persons engaged in the work, and shall take such precautions as will accomplish such end, without undue interference to the public. The

Contractor shall be responsible for and pay for any damage to adjacent structures including all utilities and the adjacent railroad, resulting from work executed under this Special Provision.

3.02 TEST BLASTING

- A. The initial blasting at the site shall consist of at least one test blast, for the purpose of assessing the vibration attenuation characteristics at the site and the effectiveness of perimeter controlled blasting measures. The test blast shall take place in the area designated by the Resident.
- B. Requirements for controlled and production blasting operations covered elsewhere in this specification shall also apply to blasting control carried out in conjunction with the test shots.
- C. Blast rock shall be removed from the face at the test blast locations to allow for inspection of perimeter controlled blasting.
- D. Contractor will not be allowed to drill ahead of the test blast area until the test section has been excavated and the results evaluated by the resident.
- E. If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, the Contractor shall be required to drill, blast and excavate in short sections, not exceeding 30 m in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne entirely by the Contractor.

3.03 GENERAL BLASTING PROCEDURES

- A. Pre-blast meeting: A pre-blast meeting shall be held prior to the start of any drilling or blasting activities. The purpose of the meeting shall be to review the blasting procedures and vibration monitoring requirements and to facilitate coordination between all parties involved. Individuals attending the pre-blast meeting should include the Resident, the Contractor, the Contractor's blaster, any utility affected by the blasting operation, a representative from the Railroad, and any other personnel the Department deems appropriate.
- B. Blasting shall be limited to between sunrise and sunset Monday through Friday or as otherwise restricted by the Department. No blasting shall be conducted on Saturdays, Sundays, holidays, or other times unless prior written permission is received from the Resident.
- C. Blasting, staging and operations shall be performed in the area including the southern shoulder of Route 2 and the southern travel lane of Route 2. The portion of the southern travel lane needed for staging and the barriers planned for protection of the lane shall be defined in the traffic control plan.
- D. The Contractor shall notify the Resident at least 48 hours before blasting operations are to commence, and at least 24 hours prior to recommencing blasting if operations are suspended for any reason.
- E. The Contractor shall conduct blasting operations such that damage is prevented to adjacent improvements including the Railroad, existing utilities, property and work, and such that peak

particle velocity levels do not exceed the maximum specified limits at the locations specified herein.

- F. Production blast holes shall be drilled on the patterns submitted by the Contractor and approved by the Resident. The production blast holes shall be drilled within two (2) blasthole diameters of the staked collar location. If more than 5% of the holes are drilled outside of this tolerance, at the option of the Resident, the Contractor may be required to refill these holes with crushed stone and re-drill them at the proper location.
- G. First-row-in production blast holes (adjacent to perimeter blast holes) shall be drilled and loaded such that no portion of these holes are closer than 1.5 m to the presplit lines to avoid overbreak of the design rock face. Spacing and loading of the first-row-in holes should be 0.5 to 0.75 times the production hole loading and spacing.
- H. In order to ensure good bearing material for the roadway, the Contractor shall conduct blasting such that overbreak and fracturing of rock is minimized below the required subgrade level for the roadway. Subdrill (depth of blasthole below required subgrade) should be kept to the minimum necessary to adequately fragment and remove the rock to the limits of excavation. Subdrill shall not exceed 600 mm unless the Contractor has submitted an advance written request to the Resident indicating why additional subdrill is required.
- I. All blasts shall be designed to move blastrock in the direction of the stress-relieved free face previously marked out or previously blasted. Blasts shall not be designed to push blastrock in the direction of Route 2.
- J. Blasthole Drilling: Drilling logs shall be kept on each blasthole to show open bedding, jointing and open or mud filled seams, zones of soft or weathered rock, mud pockets, etc. These logs shall be provided to the Resident before any blastholes are loaded. The logs shall be used to properly design and load blastholes and protect from hazardous blasting effects.
- K. Blastholes shall be stemmed with dry angular crushed stone material with a maximum particle size of 10 mm.
- L. No free-flowing, pourable or pumpable explosives shall be used unless approved in writing by the Resident. All explosives shall be in cartridges or other semi-rigid containers.
- M. Immediately after blasting, the Contractor shall have sufficient equipment available at the site to clear the roadway of all blastrock and debris. The Contractor shall also use, as required, a mechanical sweeper to control dust and small stones.
- N. The maximum time for which traffic on Route 2 may be stopped at any single blast event between the hours of 5:00 AM and 9:00 PM shall be 15 minutes, from the time traffic is stopped until travel lanes are cleared of blast debris, to the satisfaction of the Resident, and notice is given that one-way traffic may be resumed. The Contractor shall reduce the size of the blast, change the design and method of blast, use more mats, or otherwise alter the blasting so that the traffic is not stopped for more than 15 minutes between the hours of 5:00 AM and 9:00 PM. If, due to the throw of rock onto the northern travel lane, or due to other blasting-related activities, traffic is stopped for more than 15 minutes, the Contractor shall pay supplemental liquidated damages of \$1,600.00. For each additional 15 minute increment that traffic is stopped, the total supplemental liquidated damages shall increase by an additional

\$1,600.00. Supplemental liquidated damages will not be charged for closures needed to protect the public safety due to misfires. Supplemental liquidated damages will not be charged for closures of 2 hours or less between the hours of 9:00 PM and 5:00 AM, but the Resident must be notified a minimum of 48 hours before such a planned extended closure. Supplemental liquidated damages of \$400 for each half hour increment will be charged for closures that extend past the initial two hours. Procedures to notify all affected emergency service agencies and the traveling public of planned extended closures shall be covered in the Traffic Control Plan.

- O. Railroad Considerations: The Contractor shall design the blast such that no blastrock is thrown onto the Railroad right-of-way and the following additional procedures shall be followed:
 - 1. A time schedule for blasting shall be determined and coordinated with train operations and must be approved by the Railroad at least one working day (24 hours) in advance.
 - 2. No blasting shall take place nor shall any explosive be placed during the period 30 minutes immediately preceding the passage of a train and 5 minutes following the passage.
 - 3. Regardless of the blasting procedure that is approved, if the Railroad's Chief Engineer or his designated representative determines that blasting is adversely affecting the Railroad's property or operations, the Railroad reserves the right to terminate or suspend the operations of the Contractor until the Contractor has received the approval of the Railroad's Chief Engineer for any changes in procedures, materials, equipment or personnel deemed necessary by the Railroad to protect its operations, personnel and property.
 - 4. The Contractor shall, at his expense, furnish, erect and maintain signs warning of blasting operations on the Railroad right of way. Said signs shall be approved by the Railroad and shall be placed as designated by the Railroad at least 100 meters from the blasting site as measured along the Railroad right of way.
- P. At the completion of each blast round, the Contractor shall collect the fragmented rock and dispose of all material outside the limits of the Rock Cut area as indicated on the drawings (reuse on project) or as otherwise determined by the Contractor.
- Q. If the blasting and rock excavation is performed using multiple lifts, any remaining bench shall be less than 0.40 meters in width.
- R. Blasting agent limitations: Blasting agents that contain perchlorates shall not be used for any blasting for the project.

3.04 SPECIAL CONTROLLED BLASTING PROCEDURES

- A. Controlled blasting is defined as a blasting method which utilizes a line of closely spaced, lightly loaded blastholes that are fired either before or after the main production blast to define a break line on the perimeter of the excavation.
- B. Cushion Blasting:
1. Cushion (trim) blasting shall be used where the designed slope is 2:1 (vertical to horizontal) or steeper and the rock cut is 3 m or greater.
 2. Prior to drilling, all soil and loose and disintegrated rock shall be removed down to solid rock for a distance of at least 10 m beyond the end of the production hole drilling limits, or to the end of the cut, before drilling the cushion blast line. Removal of soil and loose rock shall be coordinated with construction of a TECCO Mesh and/or soil-nail wall retaining system, if necessary, to retain the overburden soil that remains in-place above the rock.
 3. Cushion blast holes shall be loaded and fired separately after the main round to create a fracture plane along the perimeter of the excavation. Alternatively, they may be fired as the last delay(s) of a round, a minimum of 25 milliseconds after detonation of adjacent production holes. In general, the cushion blast row should be detonated with a row-to-row timing of 1.5 to 3 times the production hole row-to-row timing.
 4. Cushion blast holes shall be 100 mm or less in nominal diameter, spaced no greater than eight (8) times the hole diameter on-center, and shall be drilled along the cushion blast line and at the required slope inclination to the full depth of the cut or to a pre-determined stage (lift) elevation.
 5. Drilling 600 mm below the payment line will be allowed to facilitate removal of the toe berm.
 6. Continuous column charge explosives manufactured especially for cushion blasting shall be used for all cushion blasting. The top of the hole, for a minimum distance of 0.5 m or 0.7 times the burden, whichever is greater, shall be unloaded and stemmed. The bottom charge concentration within the bottom 1 to 3 feet of hole shall be no greater than three (3) times the column charge concentration.
 7. The maximum diameter of explosives used in cushion blast holes shall be not greater than $\frac{1}{2}$ the diameter of the cushion blast hole. The maximum column charge concentration shall be 0.6 kg/m.
 8. The upper portion of all cushion blast holes, from the top most charge to the hole collar, shall be stemmed. Stemming materials shall be dry angular granular material with a maximum particle size of 10 mm.
 9. Cushion blast charges shall be fired with detonating cord extending the full depth of each hole.
 10. The Contractor shall control drilling operations by the use of proper equipment and

technique to ensure that no hole shall deviate from the plane of the planned slope by more than 225 mm either parallel or normal to the slope. Cushion blast holes exceeding these limits shall not be paid for unless, in the Resident's opinion, satisfactory slopes are being obtained.

11. Cushion blast holes shall be drilled within 75 mm of the staked collar location. If more than 5% of the cushion blast holes are outside of the 75 mm tolerance, they will be filled with crushed stone, stemmed and re-drilled.

C. Presplitting: Presplit blast holes shall be loaded and fired separately before the main round to create a fracture plane along the perimeter of the excavation. Alternatively, they may be fired as the first delay(s) of a round, a minimum of 25 milliseconds prior to detonation of adjacent production holes. With the exception of the above criteria, requirements given in Section 3.04.B for cushion blasting also apply to presplitting.

3.05 BOREHOLE DEVIATION MEASUREMENTS

A. In order to assure adequate rock fragmentation, minimize the damage to remaining rock beyond the excavation limits, and minimize the possibility of excessive throw of rock onto Route 2, the Contractor shall utilize borehole deviation techniques in order to determine the actual burden (distance to free face) for selected production and perimeter holes.

B. Borehole deviation survey shall be completed for every other production hole and every fourth perimeter hole. The borehole deviation survey system shall be capable of measuring deviation along two axes: one parallel to the excavation limits, and one perpendicular to the excavation limits. It should be able to survey a 50 mm to 100 mm diameter hole, up to 30 m deep, to approximately 30 degrees, at an accuracy of 0.10 degrees. One acceptable system would be the "Boretrack" borehole deviation survey system.

3.06 SCALING

A. The primary purpose of the scaling effort is to remove potentially unstable blocks of rock and rock fragments from the top and face of the slope. Scaling shall be accomplished by the manual method using a suitable standard steel mine scaling rod or other hand-held means to detached partially loosened blocks and loose rock fragments. Subject to the Resident's approval, other methods such as machine scaling, hydraulic splitters, or light blasting may be used in lieu of or to supplement hand scaling.

B. The scaling operations must be conducted by personnel experienced in scaling work, so as to minimize damage to the surrounding sound rock. Scaling shall start at the top of the slope and work down. The scaling operations shall be sufficient to only remove the loose surficial rock surface and loose rock blocks.

C. Scaling should be completed to remove loose or hanging rock during or upon completion of excavation in each lift of rock removed to the Resident's satisfaction. Drilling of the next lift will not be allowed until this work has been completed.

D. The Resident or an approved representative must be present on site during all scaling activities. The Resident's representative will a) approve the method of scaling, b) determine

the limits of scaling and c) inspect the new rock face after scaling and determine if additional scaling or other remediation is required.

- E. If the exposed rock face is deemed unsuitable by the Resident after scaling, and the Resident and Contractor cannot agree on the cause of instability, a mutually agreed upon independent blasting consultant will be hired with the expense to be split between the Department and the Contractor. The independent blasting consultant shall determine whether the condition resulted from adverse geologic conditions or poor blasting control. If poor blasting control is deemed the cause of the condition, the Blasting Contractor shall remediate the condition by installing rock bolts or other approved techniques at the Contractor's expense to the satisfaction of the Resident, Engineer and/or Geologist. Stabilization necessitated by the rock geology will be paid for at the appropriate unit price

3.07 MEASUREMENT AND PAYMENT

A. Measurement

1. Rock removed in accordance with this Special Provision will be paid using the neat lateral and horizontal limits indicated on the Drawings, and the measured quantity shall be an in place measurement. If the blasting and rock excavation is performed using multiple lifts, any remaining bench shall be less than 0.4 meters wide and any additional excavation required as a result of the benching shall not be measured for payment.
2. There will be no separate measurement for installing, maintaining and monitoring blast instrumentation, borehole deviation surveys, collecting blast debris, disposal of materials, scaling and all other work noted above all cost in connection there with will be considered incidental.
3. Production holes will not be measured for payment.
4. Special perimeter control blasting procedures (3.04) at the perimeter of the rock slopes shall be measured by the linear meter of presplit or cushion blast hole, measured from the collar of the hole to a depth 15 cm below the finished ditch line. Holes which deviate from the correct alignment by more than 225 mm either parallel or normal to the slope shall not be measured for payment. If more than 5 % of the presplit holes are drilled more than 75 mm from the staked collar location, they shall not be measured for payment.

B. Payment

1. Rock removed in accordance with this Special Provision will be paid for at the contract unit price per cubic meter for Pay Item 203.21 – Rock Excavation. Work associated with conducting pre-blast surveys, blast monitoring, borehole deviation surveys, collecting blast debris, scaling, disposal of materials and all other work noted above will not be paid for separately but are considered incidental to the contract unit price for Pay Item 203.21 – Rock Excavation
2. Payment for special perimeter control blasting (3.05) will be paid for at the contract unit price per linear meter for Pay Item 203.212). Rock Excavation, Special Perimeter Control.

**Special Provision
Section 203
Excavation and Embankment**

Standard Specification Section 203.17 Preparation and Protection of Subgrade shall be amended as follows:

Drilling and Blasting of Solid Rock Subgrade. Subgrade areas shall be shattered to the dimensions shown on the Plans or directed by the Resident.

The area of blasted rock subgrade shall extend sufficiently beyond the beginning and end of cut areas to ensure the shattering of all rock to a depth of 1.2 m (4 feet) below subgrade elevation to eliminate water pockets.

After detonation, any rock that protrudes above the subgrade elevation shall be removed. When directed by the Resident, the Contractor shall excavate a trench across the blasted rock to determine if the rock is broken and rearranged to a depth of 1.2 m (4 feet) below subgrade. Afterwards, the trench shall be backfilled with the rock removed.

Method of Measurement. The quantity of Drilling and Blasting of Solid Rock Subgrade to be measured for payment will be the number of square meters (square yards) of subgrade plan area drilled and detonated in accordance with this Section, measured at subgrade level.

The number of cubic meters (cubic yards) of excavation required by the Resident to inspect the depth of shattered and rearranged rock, computed at a maximum width of 750 mm (30 inches) will be measured for payment as Structural Earth Excavation – Drainage and Minor Structures Below Grade.

When Structural Rock Excavation – Drainage and Minor Structures, and Drilling and Blasting of Solid Rock Subgrade occur at the same location, measurement and payment for Structural Rock Excavation - Drainage and Minor Structures will be made for the required trench. This area will not be included in the measurement and payment for Drilling and Blasting of Solid Rock Subgrade.

Basis of Payment. The accepted quantities as measured will be paid for at the Contract unit price per square meter (square yard) for the specified Contract items. Payment will be full compensation for performing the work specified including any necessary stripping of rock below subgrade, the removal of blasted subgrade rock that may swell above subgrade, and its disposition on the project as directed by the Resident.

Excavation and backfill required to inspect the depth of broken rock below subgrade will be paid for at the Contract unit price per cubic meter (cubic yard) for Structural Rock Excavation – Drainage and Minor Structures.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
203.213	Drilling and Blasting of Solid Rock Subgrade	Square meter
203.214	Exploratory Drilling	Meter

SPECIAL PROVISION
DIVISION 400
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

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

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

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 may use a maximum of 15% reclaimed asphalt pavement (RAP) in any base, binder, surface, or shim course. The Contractor may be allowed to use more than 15% RAP, up to a maximum of 25% RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix 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
- Test reports for PG binder content and gradation of RAP when used in the JMF

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 135 Mg [150 ton] for stone stockpiles, 70 Mg [75 ton] for sand stockpiles, and 45 Mg [50 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department's written policy for mix design verification (See Maine DOT Policies and Procedures for HMA Sampling and Testing available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department's Lab, which will test the Department's split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day's production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm sieve through the 0.075 mm and 3% on the percent passing the 4.75 mm or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010.

The Contractor shall submit a new JMF for approval each time a change in material source or materials properties is proposed. The same approval process shall be followed. The cold feed percentage of any aggregate may be adjusted up to 10 percentage points from the amount listed on the JMF, however no aggregate listed on the JMF shall be eliminated. The cold feed percentage for RAP may be adjusted up to 5 percentage points from the amount listed on the JMF but shall not exceed the maximum allowable percentage for RAP for the specific application.

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G _{mm})			Voids in the Mineral Aggregate (VMA)(Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				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 PGAB shall be 64-28, except that for mixtures containing greater than 15% but no more than 25% RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26 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 and the area to be paved is not frozen. The Contractor may place Hot Mix Asphalt Pavement as traveled way wearing course in Zone 1 between the dates of May 1st and the Saturday following October 1st and in Zone 2 between the dates of April 15th and the Saturday following October 15th, provided the air temperature determined as above is 10°C [50°F] or higher. For the purposes of this Section, the traveled way includes truck lanes, ramps, approach roads and auxiliary lanes. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. 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. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket.

The producer will be allowed a period of two days to make any needed repairs to the plant and/or platform scales so that the discrepancy in net weights between the two is less than 1.0%. If the discrepancy exceeds 1.5%, the plant will be allowed to operate as long as payment is determined by truck platform scale net weight. Effective corrective action shall be taken within two working days.

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

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

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

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 Gyrotory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with a properly compacted, acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of emulsified asphalt. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 900 Mg [1000 ton] placed.

The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below. The UCL and LCL, shall not exceed the allowable 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 or percent passing 0.075 mm sieve 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.
- i. 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 immediately notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action. 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.

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

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

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

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

TABLE 4: ACCEPTANCE CRITERIA

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

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

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

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

Sublot size - 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 subplot.

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

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory 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 Contractor's results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

Isolated Areas During the course of inspection, should it appear that there is an isolated area that is not representative of the lot based on a lack of observed compactive effort, excessive segregation or any other questionable practice, that area may be isolated and tested separately. An area so isolated that has a calculated pay factor below 0.80, based on three random tests shall be removed and replaced at the expense of the Contractor for the full lane width and a length not to be less than 50 m [150 ft].

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

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	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

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

TABLE 6: METHOD B ACCEPTANCE LIMITS

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

401.203 Testing Method C Lot Size will be the entire production per JMF for the project, or if so agreed at the Pre-paving Conference, equal lots of up to 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	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

401.204 Testing Method D For hot mix asphalt items designated as Method D in Section 403 - Hot Bituminous Pavement, one sample will be taken from the paver hopper or the truck body per 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. 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%*

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

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

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

The Department will pay for the work specified in Section 401.11, for the HMA used, except that cleaning objectionable material from the pavement and furnishing and applying bituminous material to joints and contact surfaces is incidental.

Payment for this work under the appropriate pay items shall be full compensation for all labor, equipment, materials, and incidentals necessary to meet all related contract requirements, including design of the JMF, implementation of the QCP, obtaining core samples, transporting cores and samples, filling core holes, applying emulsified asphalt to joints, and providing testing facilities and equipment.

The Department will make a pay adjustment for quality as specified below.

401.221 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 recut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 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:

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

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 not more than two weeks, or until the sample is tested.

b. Disputing Acceptance results The Contractor may dispute the Department's Acceptance results and request (Methods A, B, & C) that the dispute resolution split sample be tested by notifying the Department's Resident and the QA Engineer at the Central Laboratory in Bangor in writing within two working days after receiving the results of the Acceptance test. The following shall be provided in the request:

- Acceptance sample reference number
- The specific test result(s) or property(ies) being disputed, and
- The complete, signed report of the Contractor's testing (In a lab certified by the NETTCP and MDOT) of their split of the Acceptance sample indicating that the variances in Table 10: Dispute Resolution Variance Limits, for the specific test result(s) or property(ies) were exceeded.

c. Disputable items The Contractor may dispute any or all of the following 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.

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]
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	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]
403.211 Hot Mix Asphalt (shimming)	MG [Ton]
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	MG [Ton]
403.213 Hot Mix Asphalt, 12.5 mm	MG [Ton]

Nominal Maximum Size, Base

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>160mm HMA Overlay - Mainline Travelway</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13,22
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	85mm	1/more	4,5,7,15,21
<u>75mm HMA Overlay – Normal Shoulders</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	35mm	1	5,7
<u>160mm HMA Overlay - Superelevated Section Lowside Shoulders</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	85mm	1/more	4,7,15,21
<u>100mm HMA Overlay - Side Roads</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	65mm	1	5,7
<u>Shim, as directed</u>						
Shim	9.5mm	403.211	N/A	variable	1/more	2,5,10,11
<u>Drives, Misc.</u>						
Wearing	9.5mm	403.209	N/A	50mm	2/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 58-28** to **PG 64-28** grading. The Contractor must stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work. Changes to the PGAB grading must be approved by the Department prior to the change in PGAB grading.
2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for the initial base layer played over gravel 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. A **“FINE”** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
13. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used with the approval of the Department.

**Alternate I
Gilead US Route 2
HP-9184(60)X
Highway Reconstruction
June 9, 2009**

14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
15. Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0mm HMA base, and the 12.5mm HMA intermediate base layers (125mm) placed prior to the winter suspension of work on the project. All work associated with this item will be required to be done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.
21. The combined aggregate gradation required for this item shall be classified as a 19.0mm "**fine graded**" mixture (using the Primary Control Sieve control point) as defined in 703.09.
22. The final pavement surface shall be evaluated for smoothness in accordance with Special Provision section 402 – Pavement Smoothness dated 3-25-09. Acceptance limits shall be as outlined under the **Level II** classification.

Tack Coat

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

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

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>150mm HMA Overlay</u>						
<u>Dense Graded Aggregate Base Areas - Mainline Travelway</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13,22
Base	12.5mm	403.213	N/A	40mm	1	5,7
Base	19.0mm	403.207	N/A	75mm	1/more	4,7,12,15,21
<u>75mm HMA Overlay</u>						
<u>Dense Graded Aggregate Base Areas - Normal Shoulders</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	40mm	1	5,7
<u>150mm HMA Overlay</u>						
<u>Dense Graded Aggregate Base Areas - Superelevated Section Lowside Shoulders</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	40mm	1	5,7,
Base	19.0mm	403.207	N/A	75mm	1/more	4,7,12,15,21
<u>100mm HMA Overlay- Side Roads</u>						
Wearing	12.5mm	403.208	N/A	35mm	1	5,7,13
Base	12.5mm	403.213	N/A	65mm	1	5,7
<u>Shim, as directed</u>						
Shim	9.5mm	403.211	N/A	variable	1/more	2,5,10,11
<u>Drives, Misc.</u>						
Wearing	9.5mm	403.209	N/A	50mm	2/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 58-28** to **PG 64-28** grading. The Contractor must stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work. Changes to the PGAB grading must be approved by the Department prior to the change in PGAB grading.
2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for the initial base layer played over gravel 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.

**Alternate II
Gilead US Route 2
HP-9184(60)X
Highway Reconstruction
June 9, 2009**

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.
12. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the gradation of 9.5 mm hot mix asphalt may be used with the approval of the Department.
14. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
15. Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0mm HMA base, and the 12.5mm HMA intermediate base layers (115mm) placed prior to the winter suspension of work on the project. All work associated with this item will be required to be done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.
21. The combined aggregate gradation required for this item shall be classified as a 19.0mm “**fine graded**” mixture (using the Primary Control Sieve control point) as defined in 703.09 if the 12.5mm option is not utilized.
22. The final pavement surface shall be evaluated for smoothness in accordance with Special Provision section 402 – Pavement Smoothness dated 3-25-09. Acceptance limits shall be as outlined under the **Level II** classification.

Tack Coat

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

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

SPECIAL PROVISION
SECTION 504
CONCRETE PIPE TIES

Description This work shall consist of furnishing and installing concrete pipe ties in conformance with the Standard Details.

Materials All materials shall meet the requirements shown in the Standard Details.

Method of Measurement Concrete pipe ties shall be measured per Group (2 ties per Group).

Basis of Payment The accepted quantity of concrete pipe ties will be paid for at the contract unit price per Group. Such payment will be full compensation for furnishing, installing, and all other necessary incidentals for satisfactory completion of the work. Any grout or mortar necessary to repair chipping shall be incidental to the installation of the pipe ties.

<u>Pay Item</u>	<u>Pay Unit</u>
504.07 Concrete Pipe Ties	Group

SPECIAL PROVISION
Section 601
Gabions and Mattresses
(Gabion Retaining Wall)

Amend Standard Specification 601 as follows:

Change the following sections:

601.01 Description This work shall consist of furnishing, assembling, hand-filling with stones and lacing wire mesh baskets, hereafter called gabions, constructed in accordance with these specifications and placed in conformity with the grades and dimensions established by MDOT. Work shall include construction of a crushed stone leveling pad as needed to provide a stable, level surface for construction of the wall.

601.02 Materials

Add	Crushed Stone	203.35
-----	---------------	--------

601.052 Filter Fabric Filter Fabric will be used as directed by the Resident.

Add sections:

601.053 Leveling Pad Gabions shall be placed on a leveling pad of Crushed Stone meeting the requirements of Special Provision 203, with a minimum thickness of 75 mm.

601.054 Filter Crushed stone will be placed behind the lowest row of baskets to a height of 300 mm above the leveling pad, for a minimum thickness of 100 mm.

Change the follow sections:

601.09 Method of Measurement

Gabions will be measured by the fill capacity specified by the manufacturer for each basket type, and the number of baskets used.

Leveling pad will be measured for payment by the cubic meter complete in place, to the dimensions measured in the field.

601.10 Basis of Payment Payment for Gabion Retaining Wall will be made at the contract unit price per cubic meter in place. Payment will be full compensation for excavating to place gabions, backfill, for preparing and fine grading the foundation area as needed, for furnishing and placing backfill materials under and behind the gabions and for furnishing and placing all necessary gabion units including wire mesh baskets, lacing wire, rock fill and all labor and equipment necessary to complete the work.

Payment for crushed stone will be made under item 203.35, unit price per cubic meter in place.

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>
603.175	450mm RCP Class III	M
603.195	600mm RCP Class III	M
603.215	900mm RCP Class III	M
603.2151	900mm RCP Class IV	M

SPECIAL PROVISION
SECTION 606
GUARDRAIL
(Remove and Dispose)

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

Description This work shall consist of the removing and disposing of existing beam guardrail, as indicated on the plans.

CONSTRUCTION REQUIREMENTS

General The existing guardrail shall be removed and shall become the property of the Contractor to be disposed of off the project.

Method of Measurement Guardrail, Remove and Dispose, will be measured by the meter [foot] of rail.

Basis of Payment The quantity of Guardrail, Remove and Dispose, will be paid for at the contract unit price per meter [foot].

Payment will made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.363 Guardrail, Remove and Dispose	Meter [Foot]

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 [½ 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:

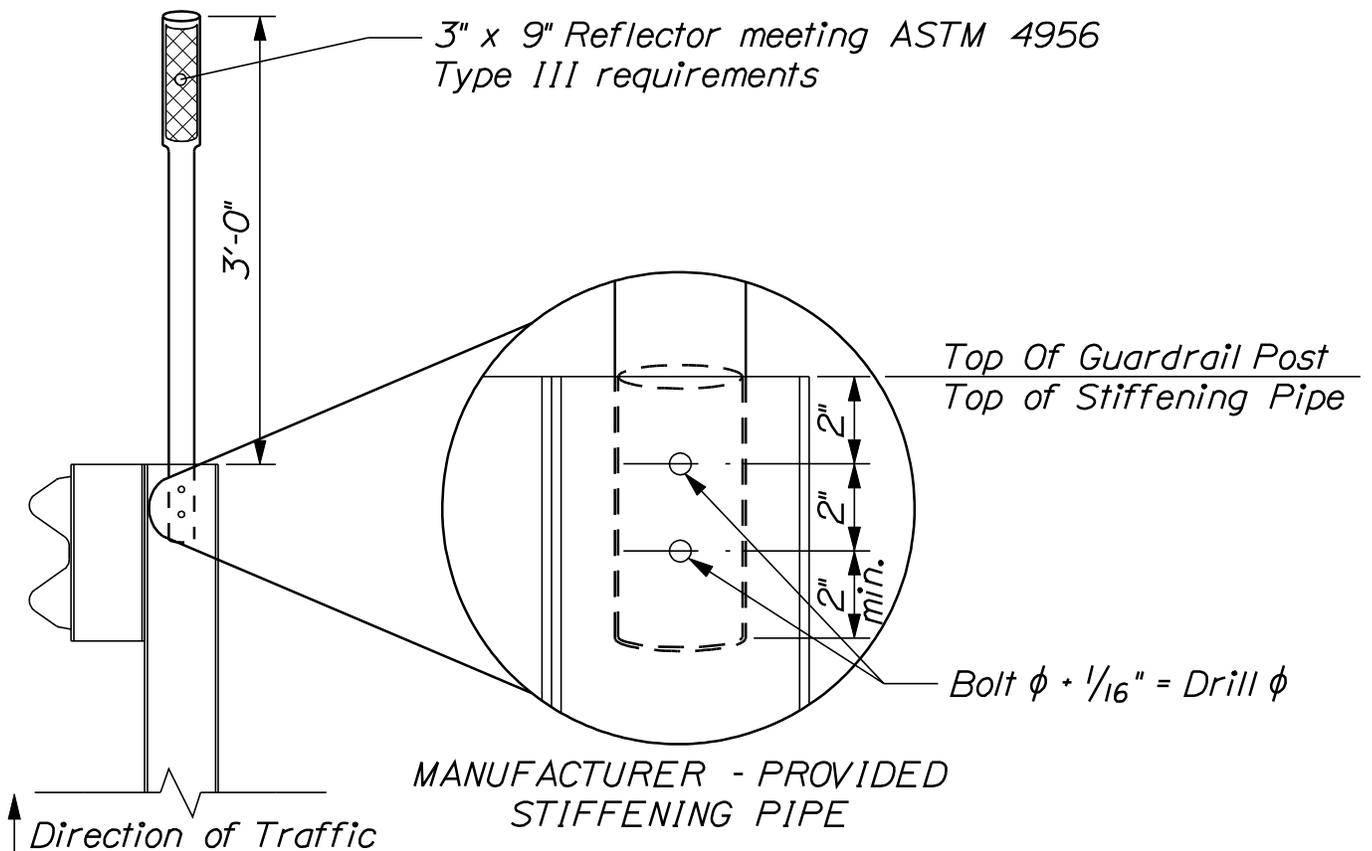
<u>Pay Item</u>	<u>Pay Unit</u>	
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]
606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge 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 618
HYDROMULCH MEDIUM SEEDING
(Special Seeding Method)

Description

This work shall consist of furnishing and installing by hydroseeding/hydraulic application Gilead Special Seed Mix together with hydraulically applied flexible Hydromulch Medium (HM) Seeding onto Turf Reinforcement Mat (TRM) as directed by the Resident.

Materials

1. The Special Seed shall be as specified in Special Provision 717.03.
2. The Turf Reinforcement Mat (TRM) shall be as specified in Special Provision 722.03.
3. The Hydromulch Medium (HM) shall be as specified in 717.04.

Construction

1. This Method shall be installed in special slope treatment areas as directed by the Resident.
2. The surface to receive the Turf Reinforcement Mat (TRM) shall be prepared to be relatively smooth condition with .10 meter (4") loam and free of obstructions, rocks, dirt clods, roots, and soft or low density pockets of material.
3. Make sure the TRM makes immediate contact with the soil to ensure root penetration into the soil layer upon germination.
4. Install anchoring devices at a frequency of 2 ½ pins/staples per square meter (yard). Staple at .30 meter (1') centers along seams between individual TRM rolls; overlap successive rolls .10 meter (4") overlapped upstream over downstream and or upslope over downslope.
5. Gilead Special Seed shall be sown at the rate of .9 kg (2 lbs) per each unit applied, (1) one unit is defined as 100 m².
6. Strictly comply with manufacturer's installation instructions and recommendations. Use approved hydro-spraying machines to achieve best soil coverage. Apply HGM from opposing directions to assure 100 % soil surface coverage.
7. Apply HM in a two-step process: step one: apply fertilizer, other soil amendments and 50% of seed with a small amount of HGM for visual metering; step two: mix balance of seed and apply HM at a rate of 23 kg/475 liters (50 lb per 125 gallons) of water over freshly seeded surfaces.
8. APPLICATION RATE: the HM shall be installed at a rate of 5100 kg/ha (4,500 lbs/acre).

Basis of Payment

Payment will be made under the following item:

<u>Pay Item</u>	<u>Pay Unit</u>
618.146 Seeding Hydromulch Medium	Units (1,000 sq ft)

SPECIAL PROVISION
SECTION 620
REINFORCEMENT GEOTEXTILE
(GEOCELL CONFINEMENT SYSTEM FOR SLOPE PROTECTION)

620.01 Description

This work shall consist of constructing a geocell slope protection system, in reasonably close conformity with the lines and grades shown on the plans, as specified herein, and as directed by the Resident. The geocell slope protection system consists of geocell material with associated hardware into which loam is placed. It is referred here after as geocell confinement system.

620.02 Submittals

Submittals shall comply with MaineDOT Section 105-General Scope of Work. All information shall be submitted to the Resident thirty (30) days prior to the geocell section installation.

- A. Supplier Design. Submit manufacturer's project-specific design recommendations or engineering design for stake anchor length and stake anchor spacing.
- B. Shop Drawings. Submit manufacturer's shop drawings including section layout, direction of expansion, and anchor stake locations.
- C. Samples. Submit manufacturer's samples of anchors and end caps, if additional materials are needed.

MATERIALS

620.03 Geocell Confinement System

The complete geocell confinement system includes the geocell sections, cell infill, connections, anchors, and a surface treatment.

- A. Geocell sections will be provided by MaineDOT.
- B. Anchoring Components. The anchoring system shall consist of Straight No. 4 steel reinforcing rods with an ATRA clip, or an approved equal, as end cap. Length shall be as specified in the manufacturer's recommendations or an engineering design.
- C. Geocell Infill Material. Geocell infill material shall be Loam meeting the requirements of Standard Specification 615.
- D. Surface treatment is described under Special Provision 618, Special Seeding Method.

CONSTRUCTION

620.04 Construction Requirements

- A. Placement of geocells must progress with the construction of the Reinforced Soil Slope. Geoweb must be installed as the work progresses. Filled geoweb must be covered if left

overnight without turf reinforcement mat. Contractor will be responsible for the cost of repair of any slope damage that occurs before installation of the turf reinforcement mat. No unstabilized surface may remain at the end of the work week.

B. Placement and Anchoring.

1. Anchor geocell sections at the crest of the slope or as per manufacturer's recommendations. Use type of anchor and frequency of anchoring as indicated on the shop drawings.
2. Expand geocell sections down slope. Confirm each geocell section is expanded uniformly to required dimensions and outer cells of each layer are correctly aligned.
3. Interleaf edges of adjacent sections. Ensure that the upper surface of adjoining geocell sections are flush at the joint and adjoining cells are fully anchored. Anchor with specified anchors in prescribed pattern throughout the slope surface.

C. Placement of Infill.

1. Place infill in expanded cells with suitable material handling equipment. Limit drop height to a maximum of 1 m (3 ft). Avoid displacement of the geocell sections by infilling from crest to toe of slope.
2. Overfill and compact infill in accordance with consistency of material and cell depth as follows: overfill the geocell with 25 to 50 mm (1 to 2 in) loam and lightly tamp or roll to leave soil flush with top edge of cell walls.
3. Apply specified surface treatment.

620.05 Delivery Storage and Handling

A. Delivery. Geocell sections will be provided by MaineDOT. Geocell sections are located at the Region 3 office in Dixfield inside the "cold storage" building. The Contractor will be responsible for transporting the quantity of geocells sections required to complete the work from the Region 3 office to the project in the manufacturer's original unopened containers and packaging, with labels clearly identifying the product name. The Contractor will also be responsible for repackaging and delivering any unused materials back to Region 3 office after the required quantity has been used.

B. Storage. Store materials in accordance with the manufacturer's instructions. Store material out of direct sunlight.

C. Handling. Protect materials during handling and installation to prevent damage.

620.06 Method of Measurement

The Geocell Confinement System measurement will be by the square meter of material installed.

620.07 Basis of Payment

The Geocell Confinement System will be paid for at the Contract unit price per square meter which shall be full compensation for all labor and materials except geocells, including connecting components and loam infill. The unit price shall be full compensation for any required subgrade preparation and engineering design.

Pay Item

620.604

Geocell Confinement System for Slope Protection

Pay Unit

Square meter (square foot)

SPECIAL PROVISION
SECTION 620
REINFORCEMENT GEOTEXTILE
(Geotextile Reinforced Soil Slope)

Description. This work consists of constructing a Geotextile Reinforced Soil Slope (RSS) in conformance with these Special Provisions, and in reasonable close conformance with the lines, grades, and dimensions shown on the plans, and as directed by the Engineer. The RSS is comprised of the following components:

Chimney Drain: A geotextile encased riprap drain placed at the back of the cut zone to intercept water from seeps in the existing slope.

Reinforced Backfill: Compacted soil which is placed within the Reinforced Geotextile, as outlined in these specifications and shown on the plans, or as directed by the Engineer.

Reinforcement Geotextile: A structural element formed by a regular network of integrally connected tensile elements with sufficient surface texture to allow frictional resistance with surrounding soil, rock, or earth which functions primarily as reinforcement. The geotextile reinforcing shall be manufactured by Amoco, Tensar, Huesker, Strata Systems, Mirafi, or approved equal.

Compaction Aid Geotextile: A structural element formed by a regular network of integrally connected tensile elements with sufficient surface texture to allow fictional resistance with surrounding soil, rock, or earth which functions primarily as reinforcement. The geotextile reinforcing shall be manufactured by Amoco, Tensar, Huesker, Strata Systems, Mirafi, or approved equal.

Geocell Confinement System: Geocell material will be provided by Maine DOT. Contractor will supply design, connections recommended by manufacturer, installation and loam infill.

Facing System: Material placed on slope surface for protection. The facing system is composed of Geocells, Turf Reinforcement Mat, and Special Seed in Hydromulch Medium. Facing System is described in Special Provision 620, Geocell Confinement System for Slope Protection and Special Provision 618.146, Special Seeding Method.

MATERIALS

Reinforcement Geotextile. Reinforcement Geotextile shall have a minimum long term strength of 44 kN for the upper 5 layers and 33 kN for all lower layers. The reinforcement geotextile shall meet the following requirements:

- A. The Reinforcement Geotextile shall be a fabric explicitly manufactured for the purpose of soil reinforcement. The Contractor shall supply manufacturer

literature documenting the use of the reinforcement geotextile for this application. Included with the submittal, shall be a list of prior users including contact persons, addresses, and telephone numbers.

- B. A technical representative from the manufacturer shall be on site during the first 3 days of geotextile reinforced soil slope construction to aid the Contractor and Resident in construction. The technical representative shall then be available for up to 3 on-site consultations with a maximum duration of 2 days each, to assist the Contractor and Resident during construction. The technical representative shall be available via telephone, as required, to assist the Contractor and Resident during construction. Consultation with the manufacturer's technical representative shall be at the discretion of the Resident. The technical representative shall have a minimum of 5 years experience using geotextiles in soil reinforcement applications. A resume of the technical representative's experience shall be submitted by the Contractor for verification.
- C. Reinforcement Geotextile shall consist of material consistent with Section 722.01 of the Standard Specifications, and as amended herein. The Reinforcement Geotextile shall be woven. The Reinforcement Geotextile shall be a regular polymeric structure of select high density polyethylene (HDPE), high strength polypropylene (PP), or high tenacity polyester (PET) resin. The reinforcement geotextile shall have a high resistant to damage during construction, to ultraviolet (UV) degradation, and to all forms of chemical and biological degradation in the soil reinforced. The reinforcement geotextile shall be manufactured by Amoco, Tensar, Huesker, Strata Systems, Mirafi, or approved equal.
- D. Reduction factors for durability, installation damage, and creep, denoted RF_D , RF_{ID} , and, RF_{CR} , respectively, shall be determined for the reinforcement geotextile. The required tests used to determine the reduction factors are summarized below. The multiplicative product of the reduction factors, for the geotextile to be used in this application, shall be less than, or equal to 7. In selecting a geotextile in the absence of test data for an individual test, the Contractor shall apply the maximum value shown below. If the test value of the reduction factors is less than the minimum presented below, the minimum value shall be applied.

Reduction Factor	Test	Minimum/Maximum
Durability (RF_D)	HDPE and PP: Oven aging with strength extrapolation. PET: Aging in aqueous media, with strength extrapolation. 100 year design life.	1.1/2.0

Installation Damage(RF _{ID})	Site installation damaged tests, similar to ASTM D-5818. As performed with soil similar to the reinforced backfill specified in this Section.	1.1/3.0
Creep(RF _{CR})	ASTM D-5262. 100 year design life.	HDPE = 2.6/5.0 PP = 4.0/5.0 PET = 1.6/2.5

Submittals for the reduction factors shall include the following:

Durability (RF_D): Laboratory test results and extrapolation techniques, documenting the hydrolysis resistance of PET, oxidation resistance of PP and HDPE, and stress cracking resistance of HDPE for all geotextiles and values for partial factor of safety for aging degradation calculated for a 100 year design life.

Installation Damage (RF_{ID}): Field and laboratory test results, along with literature review documenting values for partial factor of safety for installation damage as a function of backfill gradation.

Creep (RF_{CR}): Laboratory test results documenting creep performance over a range of loads for a minimum duration of 10,000 hours. In accordance with ASTM D-5262. Laboratory test results and methodology for extrapolation of creep data for 100 year design life.

A reduction factor of 7 may be assumed if the reinforcement geotextile meets all of the following criteria:

1. PP and HDPE: Minimum retained strength of 70 % after 500 hours, per ASTM D-4355.
2. HDPE: Grade = E-4, E-5, E-8, E-9, E-10, E-11, J-3, J-4, J-5, P-24, or P-34, per ASTM D-1248.
3. PET: Minimum Number (Mn) Molecular Weight greater than 25,000 g/mole, Inherent Viscosity Method per ASTM D-4603, with Correlation or Determined Directly Using Gel Permeation Chromatography.
4. PET: Carboxyl end group (CEG) less than 30 meg/kg, GRI:GG7.
5. All polymers: Minimum Weight per Unit Area of 270 g/m², per ASTM D-5261.
6. All polymers: Maximum percent post-consumer recycled material of 0% by weight.

E. Reinforced geotextile shall be selected based on long-term strength, determined as follows:

$$T_{al} = \frac{T_{ult}}{RF_D * RF_{ID} * RF_{CR}}$$

Where: T_{al} = the long-term strength
 T_{ult} = ultimate strength, determined per
 ASTM D 4595
 RF_D, RF_{ID}, RF_{CR} = as defined in this Section

Ultimate strength, T_{ult} , shall be based on Minimum Average Roll Value (MARV), determined in accordance with ASTM D 4759. The long-term strength, T_{al} , of the reinforcement geotextile, in the direction to be placed perpendicular to the construction centerline, shall be equal to or greater than the value shown on the plans. **The Contractor is required to select the reinforcement geotextile based on long-term strength, not ultimate strength, no adjustments in the Contract will be made for failing to meet this criteria.**

- F. The reinforcement geotextile shall be sufficiently flexible to meet the construction requirements of this Section.
- G. The manufacturer of the reinforcement geotextile shall supply to the Department results of pullout tests between the reinforcement geotextile and backfill material to be used on this project, or backfill material similar to that specified in this Section, as approved by the Engineer. Results shall include the value of the Pullout Factors, F^* and α , as defined by FHWA Demonstration Project 82. The minimum required values are as follows:

Pullout Factors	Minimum Required Value
Pullout Resistance Factor, F^*	0.45
Embedment Scale Factor, α	0.60

Pullout factors, F^* and α , as defined in this Section, shall be determined using GRI:GT6-Controlled Strain Rate Method. In the absence of test results for the Embedment Scale Factor, α , a default value of 0.6 shall be assumed. Alternately, F^* , may be determined using ASTM D-5321.

- H. **Manufacturer Quality Control.** The reinforcement geotextile shall be manufactured with a high degree of quality control. The manufacturer is responsible for establishing and maintaining a quality control program to ensure compliance with this Section. The purpose of the of the QC testing program is to verify that reinforcement geotextile being supplied to the project is representative of the material used for performance testing and approval by the Department.

Conformance testing shall be performed as a part of the manufacturing process and may vary for each type of product. As a minimum, the following index tests shall be considered as acceptable for the QA/QC program:

Property	Test
Specific Gravity (HDPE)	ASTM D-1505
Wide Width Tensile Strength	ASTM D-4595
Melt Flow (HDPE and PP)	ASTM D-1238
Intrinsic Viscosity (PET)	ASTM D-4603
Carboxyl End Group (PET)	ASTM D-2455

- I. The Contractor shall submit a Manufacturer's Certificate, which shall state that the furnished reinforcement geotextile meets the requirements of this Section, as evaluated by the manufacturer's quality control program. Sampling and conformance testing shall be in accordance with ASTM D-4354. Conformance testing procedures shall be as established in this Section. Geotextile product acceptance shall be based on ASTM D-4759. The manufacturer's certificate shall include the following: 1) roll numbers and identification 2) sampling procedures, and 3) results of quality control tests, including a description of the test method used.

Included with the certificate, shall be the design parameters, required properties referenced in this Section, and test results used to determine the design parameters and properties referenced in this Section. In case of dispute over validity of values, the Resident can require the Contractor to supply test data from a Department approved laboratory to support the certified values submitted.

- J. All submittals required for the Reinforcement Geotextile shall be compiled and bound by the Contractor in a package. Two copies of the submittal package shall be provided to the Resident a minimum of 30 days prior to construction of the Geotextile Reinforced Soil Slope.

Compaction Aid Geotextile. Compaction Aid Geotextile shall be selected in accordance with the material requirements for the Reinforcement Geotextile, as included in this Section. Compaction Aid Geotextile shall have a minimum long-term strength of 2 kN.

Chimney Drain. The chimney drain shall consist of riprap encased in geotextile placed on the back of the excavation from Station 5+513 to Station 5+567 or as directed by the Resident. The geotextile used shall be non-woven material meeting the requirements of Standard Specification 722.03, Erosion Control Geotextile. Riprap shall meet the requirements of Special Provision 703.26 Large Stone Materials, and shall be a minimum of 450 mm thick.

Reinforced backfill. Reinforced backfill to be placed within the geotextile reinforced zone, as shown on the plans or directed by the Resident. Reinforced backfill shall meet the minimum requirements of Granular Borrow, Standard Specification 703.19, Material for Embankment Construction with the following restrictions:

- A. The maximum aggregate size shall not exceed 150 mm [6 in.] and particles larger than 75 mm (3 in.) shall be kept well away from the face.
- B. The percentage by weight passing the 75 μ m sieve shall not exceed 30%.
- C. Plasticity Index (PI) < 20, per AASHTO T-90.
- D. Internal friction angle (ϕ) $\geq 32^\circ$, per AASHTO T-236. The internal friction angle shall be determined on the portion finer than the No. 10 sieve (by weight), using material compacted to 95% of the maximum dry density, per AASHTO T-99, Methods C or D (with oversized correction as outlined in Note 7 at optimum moisture content)
- E. The reinforced backfill shall be sufficiently free of angular particles, which may damage the reinforcement geotextile during backfill placement, as approved by the Resident. Reinforced backfill consisting solely of crushed rock, or blast material, will not be allowed.

The Contractor is responsible for removing any stones that exceed the maximum size. High plastic clays or organic soils encountered during geotextile reinforced soil slope installation shall be removed and replaced, as directed by the Resident.

Acceptance of Material. The Contractor shall furnish to the Resident a Certificate of Compliance, certifying that the materials to be used in construction of the Geotextile Reinforced Soil Slope comply with the material requirements of this Section. A copy of all test results performed by the Contractor necessary to assure contract compliance shall be furnished to the Engineer. Acceptance will be based on the Certificate of Compliance, accompanying test reports, and visual inspection by the Resident, or tests performed independently by the Resident.

CONSTRUCTION

General. Construction practices for the Geotextile reinforced soil slope shall be in general conformance with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges, except as amended herein. The contractor shall confirm during and after construction that the as-built geometries conform with geometries shown on the plans.

Delivery, Storage and Handling

The delivery, storage, and handling requirements of this Section pertain to the following material: reinforcement geotextile, compaction aid geotextile, geocomposite and turf reinforcement mat. In this Section, these materials will be referred to collectively as fabric(s).

The Contractor shall check the fabrics upon delivery to assure that the proper material has been received. Each roll of fabric shall be labeled. The product labels shall clearly show the manufacturer or supplier's name, style, and roll number. Each shipping document shall include a notation certifying that the fabric is in accordance with the manufacturer's certificate. Fabric shall be wrapped with a material that will protect the fabric from damage due to shipment, water, sunlight, mud, dirt, debris and contamination. The protective wrapping shall be maintained during periods of shipment and storage. The fabric rolls shall be elevated off the ground and adequately covered to protect them from the following: site construction damage, precipitation, ultra-violet radiation (including sunlight), chemicals that are strong acids or strong bases, flames (including welding sparks), temperature greater than 140° F, and lower than -20° F and any other environmental condition that may damage the physical property of the fabric. The fabric shall be accompanied by a certification stating that the fabric delivered conforms to the properties of this Section. This certification shall be given to the Engineer. Fabric shall be rejected and replaced if it contains defects, tears, punctures, flaws, deterioration, or damage incurred during manufacture, transportation or storage. This shall be at no additional cost. If approved by the Engineer, damaged fabric may be repaired, per the Manufacturer's approved methods.

Excavation and Foundation Preparation. The Contractor shall excavate to the lines and grades necessary to construct the geotextile reinforced soil slope. Excavation shall be in a manner which does not significantly disturb native, embankment soils, that lie below any reinforced zone, as shown on the plans, and without impacting the temporary travel way, or as designated by the Engineer. Excavation required to construct the reinforced soil slope shall be considered incidental to geotextile reinforced soil slope.

Where benches are required to construct the transition slopes, benches shall be constructed as shown on the plans, or as directed by the Engineer. Bench cuts for the transition slopes shall be constructed in a manner which insures stability. Native embankment soils at the base of the bench cuts, shall be proof-rolled to provide a uniform, firm surface. Any soft soils shall be removed and replaced with suitable compacted backfill.

Chimney Drain Placement Chimney Drain shall be placed along the back of the slope as the work progresses. Geotextile below and above the riprap shall be laid as the work progresses to minimize damage to the material during construction.

Reinforcement/Compaction Aid Geotextile Installation.

- A. Reinforced/Compaction Aid geotextile shall be placed with the roll length perpendicular to the construction centerline. Correct orientation of the geotextile shall be verified by the Contractor.

- B. Reinforcement/Compaction Aid geotextile shall be placed within 75 mm of the design elevation and to the design length shown on the plans. Correct orientation of the geotextiles shall be verified by the Contractor.
- C. The Reinforcement/Compaction Aid geotextile shall be laid parallel to the centerline in profile and horizontal in section on compacted backfill or foundation soil. The reinforcement/compaction aid geotextile shall be pulled taut, and anchored with pins or small piles of soil, prior to backfill placement on the geotextile.
- D. Lengths of Reinforcement/Compaction Aid geotextile perpendicular to the construction centerline shall be continuous throughout their lengths. Spliced connections between shorter pieces of reinforcement geotextile is not allowed.
- E. Adjacent sections of Reinforcement/Compaction Aid geotextile shall be overlapped a minimum of 150 mm [6 in.]. Minimum overlap requirements are required for the entire geotextile length. This will result in a 150-mm [6-in.] overlap at the back of the fabric and a greater overlap at the wrap face.
- F. Place only the amount of reinforcement/compaction aid geotextile required for immediately pending work to prevent undue damage. After a layer of geotextile has been placed, the next succeeding layer of backfill shall be placed and compacted as appropriate. After the specified layer has been placed, the next geotextile layer shall be installed. The process shall be repeated for each subsequent course of geotextile and backfill.
- G. Damage to Reinforcement/Compaction Aid geotextile, which may occur during geotextile reinforced soil slope construction or during other construction operations shall be replaced, as approved by the Engineer. This shall be considered part of this item, and no additional payment will be made.

Reinforced Backfill Placement.

- A. Reinforced backfill shall be placed, spread, and compacted in a manner which minimizes slack, wrinkles, and/or displacement of the geotextile.
- B. Backfill shall be placed by dumping onto previously compacted lifts and pushed onto the reinforcement/compaction aid geotextile whenever possible. Dumping backfill directly on geotextile shall not be allowed, unless approved by the Resident.
- C. Beyond 1.5 m from the slope face compaction shall be to 95% of Standard Procter and within $\pm 2\%$ of the optimal water content, as determined using AASHTO T-99. Within 1.5 m of the slope face, compaction of reinforced backfill shall be performed with a minimum of 4 passes of hand operated

equipment, sufficient to achieve a consistent course, as approved by the Resident.

- D. Reinforced backfill shall be compacted in lifts no greater than 300 mm [12 inches] when heavy equipment is used. A maximum lift thickness of 150 mm [6 in.] is allowed when using hand operated equipment. Density testing shall be made every 500 m³ of backfill placement, with a minimum of 1 density test per each compacted lift.
- E. A minimum compacted lift thickness of 200 mm [8 inches] is required prior to operating any tracked or wheeled equipment over the reinforcement /compaction aid geotextile. Vehicle turning shall be kept to a minimum to prevent tracks or tires from displacing the fill and damaging the geotextile. If approved by the Resident, rubber-tired equipment may pass over the geotextile at speeds less than 16 kmh. Sudden breaking and sharp turning shall be avoided. **At no time shall track mounted equipment be allowed directly onto geotextile.**
- F. Care shall be taken to eliminate any damage to the reinforcement/compaction aid geotextile during compaction of material near the slope face.

Erosion and Water Control. Erosion and water control are critical during the construction of the Geotextile Reinforced Soil Slope. The Contractor shall be responsible for maintaining slope stability against failure from erosion or water action during all phases of construction. In the event of Geotextile Reinforced Soil Slope failure during construction resulting from inadequate erosion/water control measures, the Contractor shall repair the slope as directed by the Department. Payment for repair of Geotextile Reinforced Soil Slope resulting from inadequate erosion/water control measures shall be at no cost to the Department. The following measures shall be implemented as a minimum to prevent Geotextile Reinforced Soil Slope failure from erosion/water action during construction.

- A. At the end of each work day or during extended periods of Contractor inactivity, backfill shall be graded away from the slope crest and rolled in order to prevent sheet flow over the slope face. This grading shall be maintained until proper vegetation is established to the satisfaction of the Engineer.
- B. The Resident may direct that the Contractor construct an earth berm to direct runoff away from the slope face.
- C. Water directed away from the slope face shall be diverted to appropriate drainage features to maintain backfill integrity. Riprap-downspouts may be used for water diversion. The Contractor may consider using a plastic tarpaulin to cover the exposed backfill surface during inactivity, or rain.

COMPENSATION

Measurement. Geotextile reinforced soil slope will be measured by items used, not to exceed the dimensions shown on the plans or as authorized by the Resident. Overlap required to install geotextile shall be incidental to the Geotextile items. Geotextile reinforced soil slope shall include all of the material included in this Section to the limits shown on the plans. All excavation including excavation required for maintenance of traffic will be incidental to the RSS. The RSS includes the following Items:

Reinforced Backfill: to the limits above and below the reinforcement/compaction aid geotextile, as shown on the plans.

Plain Riprap: as shown on the plans or measured by the resident.

Reinforcement Geotextile: As shown on the plans or measured by the Resident.

Compaction Aid Geotextile: As shown on the plans or measured by the Resident

Erosion Control Geotextile: above and below riprap to the riprap limits.

Facing System: As shown on the plans or measured by the Resident.

Additional backfill needed as a result of overexcavation during construction will be incidental to the reinforced backfill.

Erosion and water control measures associated with Geotextile Reinforce Soil Slope construction shall be considered under and incidental to pay item 656.75, Temporary Soil Erosion and Water Pollution Control Measures.

Basis of Payment. The accepted quantity of geotextile reinforced soil slope will be paid for at the contract unit price per square meter [square foot] of the items included, complete, cleaned of debris and accepted in place. The unit price shall be full compensation for excavation beyond the limits of the Geotextile Reinforced Soil Slope required for construction, and furnishing all materials, labor, equipment and other incidentals necessary to complete the work as included in this Section.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
203.37	Reinforced Backfill	m ³
620.604	Geocell Confinement System	m ²
610.08	Plain Riprap	m ³
620.541	Reinforcement Geotextile	m ²
620.542	Compaction Aid Geotextile	m ²
620.59	Erosion Control Geotextile	m ²

Facing System shall be paid under Special Provision 620.604 Geocell Confinement System for Slope Protection and Special Provision 618.146, Special Seeding Method.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

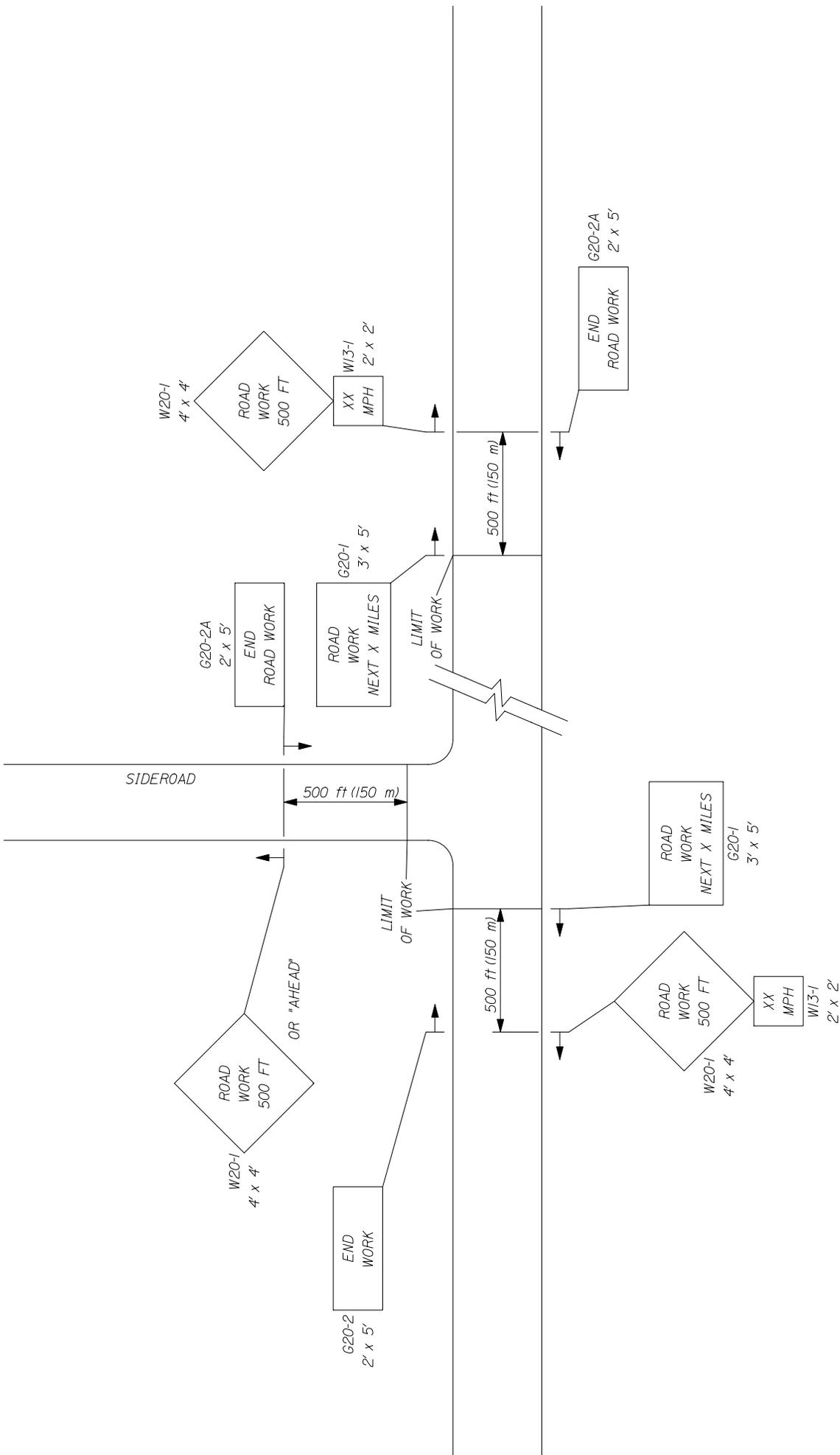
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

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

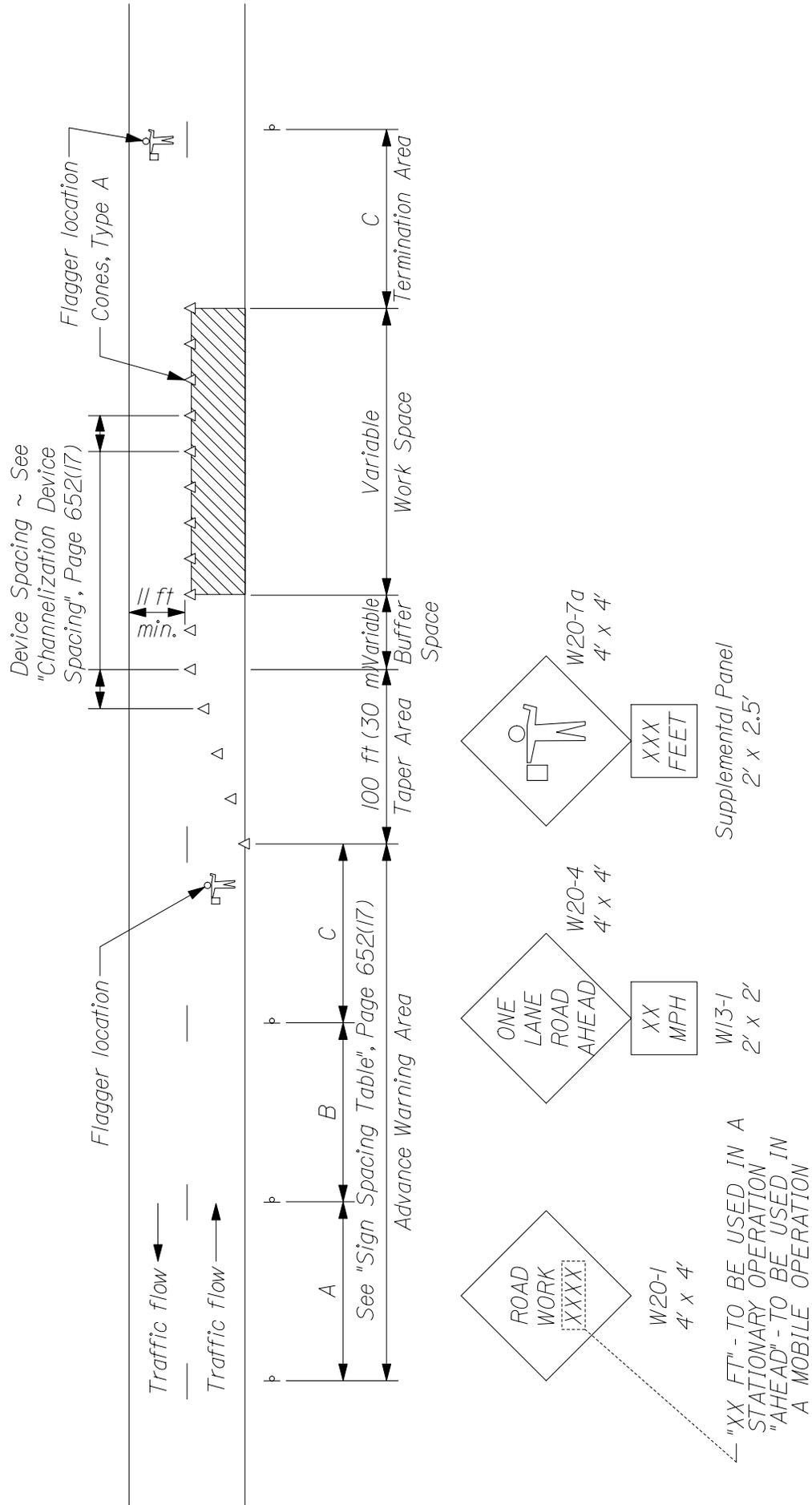
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

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

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



-- 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 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

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

ORIGINAL CONTRACT AMOUNT

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

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

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

SPECIAL PROVISION**SECTION 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 MaineDOT Best Management Practices for Erosion and Sedimentation Control Manual (aka Best Management Practices Manual or BMP Manual) are a reference to the latest revision of the manual, dated February 2008 and 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 SEWPCP.

1. This project is located within the upper portion of the Androscoggin River watershed. All tributaries along this stretch of the Androscoggin River have been designated Class A; therefore this project is considered **SENSITIVE** in accordance with the BMP Manual. The Contractor's SEWPCP shall comply with Section II.D. Guidelines for Sensitive Water Bodies in the BMP Manual.
2. A preconstruction field review is mandatory for this project. The preconstruction field review shall take place before commencing any work that involves soil disturbance or potential impacts on water quality. The date and time shall be set by the Contractor in consultation with the Resident and ENV Surface Water Quality Unit representative.
3. Due to the project sensitivity, **CONSTRUCTION SHALL BE PHASED** to limit the amount of disturbed area. The Contractor's SEWPCP shall include specific provisions for phasing the work. **Each section must be stabilized to the approval of the MaineDOT Resident and the Surface Water Quality Unit before work can begin on any subsequent section.**
4. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
5. All disturbed ditches shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis. 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.
6. **Permanent slope stabilization measures shall be applied as slopes are constructed.**
7. The Contractor's SEWPCP shall address specifics associated with any in-stream work locations. Items to be addressed shall include the following: type and location of cofferdams and sedimentation basins, method of maintaining stream flow, and timing of work to comply with in-stream work windows.
8. Culvert inlet and outlet protection shall be installed immediately upon pipe inlet and outlet installation.

SPECIAL PROVISION

SECTION 656

Temporary Soil Erosion and Water Pollution Control

9. 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.
10. Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
11. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
12. Temporary seeding shall be applied to any stockpiles (except gravel) that are to remain in place over the winter.
13. Erosion Control Mix shall be used in lieu of silt fence, except as permitted by the Surface Water Quality Unit representative.
14. **After September 15th the Contractor shall use Erosion Control Mix as specified in *Standard Specification, Section 619 – Mulch*. Winter stabilization and spring procedures for temporary and permanent stabilization shall also be described in the plan.** Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

NOTES:

1. Any and all references to “bark mulch” or “composted bark mix” shall be a reference to “Erosion Control Mix” in accordance with *Standard Specification, Section 619 – Mulch*.
2. All slopes treated with Erosion Control Mix shall be seeded with method #3 seed mix prior to snow cover.

Special Provision 703 Large stone materials

Replace subsections 703.25 through 703.28 as follows:

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, rough, unhewn quarry stone. Rounded or long thin stones will not be allowed. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) would be retained on a 6 inch screen, and 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 shall have average dimension greater than 12 inches (200 lbs).

703.251 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

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock which will not disintegrate by exposure to water or weather. Stone for riprap shall be angular, rough, unhewn quarry stone. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Exposed stones shall be angular and as nearly rectangular in cross-section as practicable. Rounded boulders or cobbles will not be permitted. The minimum stone size (10 lbs) would be retained on a 6 inch screen, and the maximum stone dimension (200 lbs) shall be 24 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones shall have a minimum dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock which will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular, rough, unhewn quarry stone. Rounded boulders or cobbles will not be permitted. The minimum stone size (300 lbs) shall have minimum dimension of 12 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones 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 which will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be rough, unhewn quarry stone may be used. Rounded or subrounded boulders or cobbles, or thin, flat stones will not be permitted; the maximum allowable length to width ratio will be 3. Exposed stones shall be angular. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones shall have an average dimension greater than 24 inches (1000 lbs).

SPECIAL PROVISIONS
SECTION 717.04
Hydromulch Medium (HM)

GENERAL - 1.01 SUMMARY

- A. This section specifies a generic hydraulically applied hydromulch Medium (HM) composed of long strand, thermally refined wood fibers, crimped, interlocking man-made fibers and performance-enhancing additives. The HM requires no curing period and upon application forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth.
- B. Related Sections: Other Specification Sections, which directly relate to the work of this section include, but are not limited to follow:

1.02 SUBMITTALS

- A. Product Date: Submit manufacturer's product data and installation instructions. Include required substrate preparation, list of material and application rate.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver material and products in UV and weather-resistant factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage, from weather, excessive temperatures and construction operations.

PRODUCT – 2.01 MATERIALS

- A. Hydromulch Medium shall be and conform to the follow property values when uniformly applied at a rate of 3500 pounds per acre (3900 kilograms/hectare) under laboratory conditions.

	TEST METHOD	ENGLISH	SI
PHYSICAL			
Mass Per Unit Area	ASTM D6566 ¹	11.5 oz/yd ²	390 g/m ²
Thickness	ASTM D6525 ¹	.19 in	4.8 mm
% Ground Cover	ASTM D7367 ¹	99%	99%
Water Holding Capacity	ASTM D7367	1500%	1500%
Flexural Rigidity (wet)	ASTM D6575	0.138 oz-in	10,000 mg-cm
Cure Time	Observed	< 2 hr	< 2 hr
Color (fugitive dye)	Observed	Green	Green
	TEST METHOD	ENGLISH	SI
ENDURANCE			
Functional Longevity ²	Observed	≤ 18 months	≤ 18 months
PERFORMANCE			
Cover Factor ³ (6 in/hr event)	ASTM D7101 ¹	0.0066	0.0066
% Effectiveness ⁴	ASTM D7101 ¹	≥ 99%	≥ 99%
Cover Factor ³	Large Scale ⁵	≤ 0.01	≤ 0.01
% Effectiveness ⁴	Large Scale ⁵	≥ 99.0%	≥ 99.0%
Shear Stress	ASTM D7207 ¹	1 lb/ft ²	48 Pa
Vegetation Establishment	ASTM D7322 ¹	800%	800%

1. ASTM Test methods developed for Rolled Erosion Control Products and have been modified to accommodate hydraulically applied erosion control Products
2. Functional longevity is an estimate of product functionality and is dependent upon moisture, light, microbial and other environmental conditions.
3. Cover Factor is calculated as soil loss ratio of treated surface versus an untreated control surface
4. % Effectiveness = $100 - \text{Cover Factor} \times 100\%$
5. Large scale testing conducted at Utah Water Research Laboratory, San Diego State University/ Soil Research laboratory, Texas Transportation Institute and TRI/Environment Inc. For specific testing information please contact profile technical service representative at 866-325-6262

EXECUTION

3.01 SUBSTRATE AND SEEDBED PREPARATION

- A. Examine substrates and conditions where materials will be applied. Apply protect to geotechnically stable slopes that have been designed to constructed to divert runoff away from that face of the slope. Do not proceed with installation until satisfactory conditions are established.
- B. Depending upon project sequencing and intended application, prepare seedbed in compliance with Section 1.01B.

3.02 INSTALLATION

- A. Strictly comply with Manufacturer's installation instructions and recommendations Use approved hydro-spraying machines with fan type nozzle (50-degree tip) whenever possible to achieve best soil coverage. Apply HM from opposing directions to assure 100% soil surface coverage. Slope interruption devices or water diversion techniques are recommended when slope lengths exceed (75 ft) 23meters.
- B. Erosion Control and Re-vegetation : apply HM in a two-step process:

Step One: Apply fertilizer, other soil amendments and 50% of seed with a small amount of FGM for visual metering.

Step Two: Mix balance of seed and apply HM to a rate of 12 kg/475 liters (50lbs/125 gallons) of water over freshly seeded surfaces. Confirm loading rate with equipment manufacturer. Do not leave seeded surfaces unprotected, especially if precipitation is imminent.

- C. Mixing: A mechanically agitated hydraulic-application machine is recommended:
 - i. Fill tank to middle of agitator shaft or tank about 1/3 full of water. Turn on pump to wet or purge lines. Begin agitating. Keep adding water slowly while adding the HM at a steady rate.
 - ii. Consult application and loading charts to determine number of bags to be added. Mix at a rate of 23 kg/475 liters (50 lb of HM per 125 gallons). Contact Equipment Manufacturer to confirm optimum mixing rates.
- D. Application Rate: The HM shall be installed to a rate of 3900 kg/ha (3500 lb/acre).

SPECIAL PROVISIONS
SECTION 717.03
LANDSCAPE
(RSS Seed Special Provision)

The following list of items provides a Special Provision Seed Mix to be used on the Reinforced Soil Slope (RSS) portions of this project.

This Seed Mix is to be used in conjunction with a TRM Turf Reinforcement Mat and a HM Hydraulically applied Growth Medium as covered by separate Special Provisions, in lieu of Roadside Mixture #2. Contractor to provide product samples for approval by resident. The contractor shall follow MDOT Standard Specifications Rev. December, 2002 for landscape materials and hydroseeding installation procedures (sec 621).

25 %	Annual Ryegrass (<i>Lolium multiflorum</i>)
5 %	Autumn Bentgrass (<i>Agrostis perennans</i>)
5 %	Canada Bluegrass (<i>Poa compressa</i>)
40 %	Creeping Red Fescue (<i>Festuca rubra</i>)
5 %	Little Blue Stem (<i>Schizachyrium scoparius</i>)
5 %	Red Top (<i>Agrostis alba</i>)
40 %	Sheep Fescue (<i>Festuca ovina</i>)

This mix shall be applied by hydroseeding at the rate of 2 lb per unit (1,000 sq. ft.)

717.03 Seed: All seed shall be certified as to mixture, germination, purity, and live seed.

- A. Percent germination > 80 %
- B. Pure live seed > 85 %
- C. Percent Purity > 85 %
- D. Weed seed <1 %
- E. All seed shall be from the current years crop unless recent tests by an approved testing agency demonstrate the approved requirements.

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SPECIAL PROVISIONS
SECTION 722.03
TURF REINFORCEMENT MAT

Description

TRM (Turf Reinforcement Mat) is a generic lightweight three-dimensional turf reinforcement mat made of continuous monofilaments fused at their intersections. Ninety-five (95%) percent of the mat is open and available for soil, mulch and root interaction. The mat product is manufactured from Nylon to eliminate the buoyancy factor associated with submerged conditions and provides permanent protection in vegetated channels and slopes.

Recommended Applications

- Permanent erosion control for vegetated channels and banks with expected shear stresses ≤ 6 psf.
- Permanent erosion control for slight to moderate sloped ($\leq 2H:1V$).
- Support and enhance performance of plants.
- Substrate for hydraulically applied growth media/mulch fiber.

Technical Data

Mechanical Properties	Test Method	Units	Roll Value	
			Typical	MARV
Tensile Strength	ASTM D6818	kN/m (ls/ft)	2.2 (150)	1.8 (125)
Thickness	ASTM D6525	mm (in)	7.5 (0.3)	6.3 (0.25)
Mass/Unit Area	ASTM D6566	g/m ² (oz/yd ²)	170 (5.0)	150 (4.5)
UV Stability	ASTM D7238 & D6818	%	80	
Resiliency	ASTM D6524	%	90	
Performance Properties	Test Method	Units	Typical Roll Value	
Permissible Velocity				
30 minute, unvegetated	Flume test	m/s (ft/s)	n/a	
60 minute, vegetated	Flume test ¹	m/s (ft/s)	5.2 (17)	
50 hours, vegetated	Flume test ¹	m/s (ft/s)	3.6 (12)	
Permissible Shear Stress				
30 minute, unvegetated	Flume test	kN/m ² (lbs/ft ²)	n/a	
60 minute, vegetated	Flume test ¹	kN/m ² (lbs/ft ²)	0.29 (6.0)	
50 hours, vegetated	Flume test ¹	kN/m ² (lbs/ft ²)	0.24 (5.0)	
Manning's n Range ²	Flume test ¹	()	0.020 – 0.040	

Packaging Data

Physical Properties	Units	Normal Value	
Roll dimensions [width x length]	m (ft)	0.99 x 152 (3.25 x 500)	1.93 x 152 (6.33 x 500)
Roll Area	m ² (yd ²)	150 (180)	n/a
Estimated Roll Diameter	cm (in)	n/a	5.2 (17)
Estimated Roll Weight	kg (lb)	26 (57)	3.6 (12)
Color	observed	Black	Black

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

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

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

535(04)	Precast Superstructure - Shear Key	10/12/06
535(05)	Precast Superstructure - Post Tensioning	10/12/06
535(06)	Precast Superstructure - Sections	10/12/06
535(07)	Precast Superstructure - Precast Slab & Box	10/12/06
535(08)	Precast Superstructure - Sections	10/12/06
535(09)	Precast Superstructure - Sections	10/12/06
535(10)	Precast Superstructure - Sections	10/12/06
535(11)	Precast Superstructure - Sections	10/12/06
535(12)	Precast Superstructure - Sections	10/12/06
535(13)	Precast Superstructure - Sections	10/12/06
535(14)	Precast Superstructure - Stirrups	10/12/06
535(15)	Precast Superstructure - Plan	10/12/06
535(16)	Precast Superstructure - Reinforcing	10/12/06
535(17)	Precast Superstructure - Notes	10/12/06
801(01)	Drives on Sidewalk Sections	2/06/07
801(02)	Drives on Non-Sidewalk Sections	2/06/07
535(03)	Precast Superstructure - Shear Key	12/5/07
535(04)	Precast Superstructure - Shear Key	12/5/07
535(05)	Precast Superstructure - Post Tensioning	12/5/07
535(17)	Precast Superstructure - Notes	12/5/07
801(01)	Drives on Sidewalk Sections	1/04/08
801(02)	Drives on Non-Sidewalk Sections	1/04/08
203(03)	Backslope Rounding	1/29/08
535(02)	Precast Superstructure - Curb Key & Drip Notch	5/20/08

535(05)	Precast Superstructure - Post Tensioning	5/20/08
502(03)	Concrete Curb - Bituminous Wearing Surface	2/2/09
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	2/2/09
502(12)A	Precast Concrete Deck Panels - Notes	2/2/09
526(06)	Permanent Concrete Barrier	2/2/09
526(08)	Permanent Concrete Barrier – Type IIIA	2/2/09
526(08)A	Permanent Concrete Barrier – Type IIIA	2/2/09
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(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
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(06)	Vertical Bridge Curb	2/2/09
609(08)	Precast Concrete Transition Curb	2/2/09

SUPPLEMENTAL SPECIFICATION

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

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102

DELIVERY OF BIDS

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

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

SECTION 103

AWARD AND CONTRACTING

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

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

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

Delete the entire Section 104.5.9 and replace with the following:

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

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

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

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

SECTION 106 QUALITY

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

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

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

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

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

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

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

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

SECTION 108 PAYMENT

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

SECTION 109 CHANGES

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

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

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

109.5.1 Definitions - Types of Delays

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

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

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

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

109.7.5 Force Account Work

C. Equipment

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

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

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

Add the following section;

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

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

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

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

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

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

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

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

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

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

SECTION 203 EXCAVATION AND EMBANKMENT

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

SECTION 502
STRUCTURAL CONCRETE

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

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

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

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

502.10 Forms and False work

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

502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

SECTION 503 REINFORCING STEEL

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

SECTION 504 STRUCTURAL STEEL

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

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

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

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

SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

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

SECTION 603
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606
GUARDRAIL

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

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

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

SECTION 609 CURB

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

SECTION 615 LOAM

615.02 Materials Make the following change:

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

SECTION 618 SEEDING

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

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

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

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

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

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

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

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

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

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

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

620.09 Basis of Payment

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

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

SECTION 621
LANDSCAPING

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

SECTION 626
HIGHWAY SIGNING

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

SECTION 627
PAVEMENT MARKINGS

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

SECTION 637
DUST CONTROL

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

SECTION 639
ENGINEERING FACILITIES

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

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 Transportation’s Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

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

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

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

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

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

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

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

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

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

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

652.4 Flaggers Replace the first paragraph with the following; "The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility."

Second paragraph, first sentence; change "...have sufficient distance to stop before entering the workspace." to "...have sufficient distance to stop at the intended stopping point." Third

sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance...”

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

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

SECTION 653 POLYSTYRENE PLASTIC INSULATION

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

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

SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

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

SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

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

SECTION 703
AGGREGATES

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

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

703.09 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...”

**SECTION 706
NON-METALLIC PIPE**

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

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

SECTION 710
FENCE AND GUARDRAIL

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

710.04 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

712.06 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. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. Validate all tests and other selection requirements.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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:

Goals for female participation in each trade 6.9%

Goals for minority participation for each trade

Maine

001 Bangor, ME 0.8%

Non-SMSA Counties (Aroostook, Hancock, Penobscot, Piscataquis, Waldo, Washington)

002 Portland-Lewiston, ME

SMSA Counties: 4243 Lewiston-Auburn, ME 0.5%
(Androscoggin)

6403 Portland, ME 0.6%
(Cumberland, Sagadahoc)

Non-SMSA Counties: 0.5%
(Franklin, Kennebec, Knox, Lincoln, Oxford, Somerset, York)

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

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

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

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

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

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

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

apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

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

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

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 a through p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7 a through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program and reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions take on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both 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 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 Intermeddle 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 MDOT 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 MDOT 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 MDOT or from sources designated by MDOT. 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 MDOT 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 MDOT 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 MDOT, 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 March 10, 1994)

I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. EEO Officer. The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
 - 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.
6. Training and Promotion.
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision

for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.
8. 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.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number 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;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the MDOT and the Federal Highway Administration.

The Contractor will submit to the MDOT a report for the month of July, indicating the total hours worked by 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 PR-1391. If on-the-job training is being required by "Training Special Provision," the Contractor will be required to furnish Form FHWA-1409. The report is required for week ending July 15 and can be obtained from MDOT, is due by week ending August 20th. This report is to be furnished directly to MDOT - Civil Rights Office.

III. NONSEGREGATED FACILITIES (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the

provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- (1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) 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 DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
 - (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. **Helpers.** Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **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.
 6. **Withholding.** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.
 7. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4

and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation. Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. Withholding for Unpaid Wages and Liquidated Damages. The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS (Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3). The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. Payrolls and Payroll Records:
 - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
 - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in

Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such 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 the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

- 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).
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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS 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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations

in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)
 - a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out

in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-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;

- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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.

- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 Covered Transactions:

- 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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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

December 14, 2005
Supersedes September 1, 2005

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 his or her bid or proposal that he or she 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.

End of FHWA 1273



DEPARTMENT OF THE ARMY
 NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
 696 VIRGINIA ROAD
 CONCORD, MASSACHUSETTS 01742-2751

RECEIVED
 FEB 12 2007

REPLY TO:
 ATTENTION OF:

MAINE PROGRAMMATIC GENERAL PERMIT (PGP)
 AUTHORIZATION LETTER AND SCREENING SUMMARY

Office of Environmental Services
 Attn: David Gardiner
 Maine Department of Transportation
 16 State House Station
 Augusta, Maine 04333-0016

CORPS PERMIT # NAE-2006-1793
 CORPS PGP ID# 03-368
 STATE ID# L-23115-TH-A-N

DESCRIPTION OF WORK:

To place fill in 69,764 SF (1.60 acres) of wetland in conjunction with the Route 2 reconstruction project from the Wild River in Gilead, Maine to the Pleasant River in Bethel, Maine as shown on the attached plans. To satisfy Maine DEP requirements for compensatory mitigation, the applicant will implement the Barker Brook Stream Channel Restoration Plan described in the application document entitled Wetland Mitigation Plan.
 SEE ATTACHED CONDITIONS

LAT-LONG COORDINATES : 44.39258681 N 70.977434587 W USGS QUAD: Bethel, 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 Programmatic General Permit (PGP).

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the PGP 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 38 of the PGP (page 15) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on October 11, 2010. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 11, 2011.

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. Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

II. STATE ACTIONS: PENDING [] ISSUED [X] DENIED [] DATE Nov 8, 2006

APPLICATION TYPE: PBR: _____ TIER 1: _____ TIER 2: _____ TIER 3: X LURC: _____ DMR LEASE: _____ NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 8/4/06 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: X

AUTHORITY: SEC 10 _____, 404 X, 10/404 _____, 103 _____

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y / N (CIRCLE ONE)

IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to EFH identified under the Magnuson-Stevens Fisheries Conservation and Management Act.

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.

Rodney A. Howe
 RODNEY A. HOWE
 SENIOR PROJECT MANAGER
 MAINE PROJECT OFFICE

Frank J. Del Giudice 2-8-07
 FRANK J. DEL GIUDICE DATE
 CHIEF, PERMITS & ENFORCEMENT BRANCH
 REGULATORY DIVISION



US Army Corps
of Engineers®
New England District

ADDITIONAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT NO. NAE-2006-1793
MAINE DEPARTMENT OF TRANSPORTATION
ROUTE 2 RECONSTRUCTION
FROM THE WILD RIVER TO THE PLEASANT RIVER
BETHEL, MAINE

1. This permit authorizes impacts to **only** those areas of wetlands shown on the project plans entitled STATE OF MAINE DEPT OF TRANSPORTATION U.S. ROUTE 2 BETHEL – GILEAD OXFORD COUNTY MAINE WETLAND IMPACTS. No other filling, clearing or other disturbance in wetlands shall occur. Any additional proposals that would further impact wetlands will require additional permitting.
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. 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.
4. Culverts placed at stream and/or wetland crossings shall be imbedded 6"-12" below the natural streambed or wetland so as not to impede fish or other aquatic life passage.
5. Areas of wetland that are temporally disturbed for the installation of utility lines shall be restored to original contours and stabilized with wetland seed mix.
6. To satisfy Maine DEP requirements for compensatory mitigation, the applicant will implement the Barker Brook Stream Channel Restoration Plan described in the application document entitled "Wetland Mitigation Plan for the Maine Department of Transportation's Bethel-Gilead Highway Improvement Project (MDOT PIN 9184.00)" and dated "April 2006". That mitigation plan is subject to the following conditions.
 1. In stream work is limited to low flow periods between July 15 and October 1 to avoid impacts to Atlantic salmon and other fisheries and local water quality. In stream work during this period shall cease whenever a thunderstorm is imminent and shall not resume until flows have returned to low levels. Fish passage through the new culvert shall not be impeded.
 2. Any equipment that must traverse vegetated wetland shall be supported by mats or low ground pressure equipment. Any side casting of excavated material shall be placed on geotextile fabric to avoid direct impacts to the wetland vegetation.
 3. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. 200200202" and shall be addressed to "Inspection Unit, CENAE-CO-R, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751." Two additional copies shall be sent to "U.S. Army Corps of Engineers, Maine Project Office, 675 Western Avenue, No. 3, Manchester, Maine 04351." Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit.



**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

USACE Project Number: NAE-2006-1793

Name of Permittee: Maine Department of Transportation (PIN 9184.00)

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 *
 * Policy Analysis/Technical Support Branch, ATTN: Marie Farese *
 * 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



**US Army Corps
of Engineers**®
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

 * MAIL TO: U.S. Army Corps of Engineers, New England District *
 * Policy Analysis/Technical Support Branch *
 * Regulatory Division *
 * 696 Virginia Road *
 * Concord, Massachusetts 01742-2751 *

Corps of Engineers Permit No. NAE-2006-1793 was issued to Maine Department of Transportation. The permit authorized the permittee to place fill in 69,764 SF (1.60 acres) of wetland in conjunction with the Route 2 reconstruction project from the Wild River in Gilead, Maine to the Pleasant River in Bethel, Maine. The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Numbers: () _____ () _____

Proposed Work Dates: Start _____ Finish _____

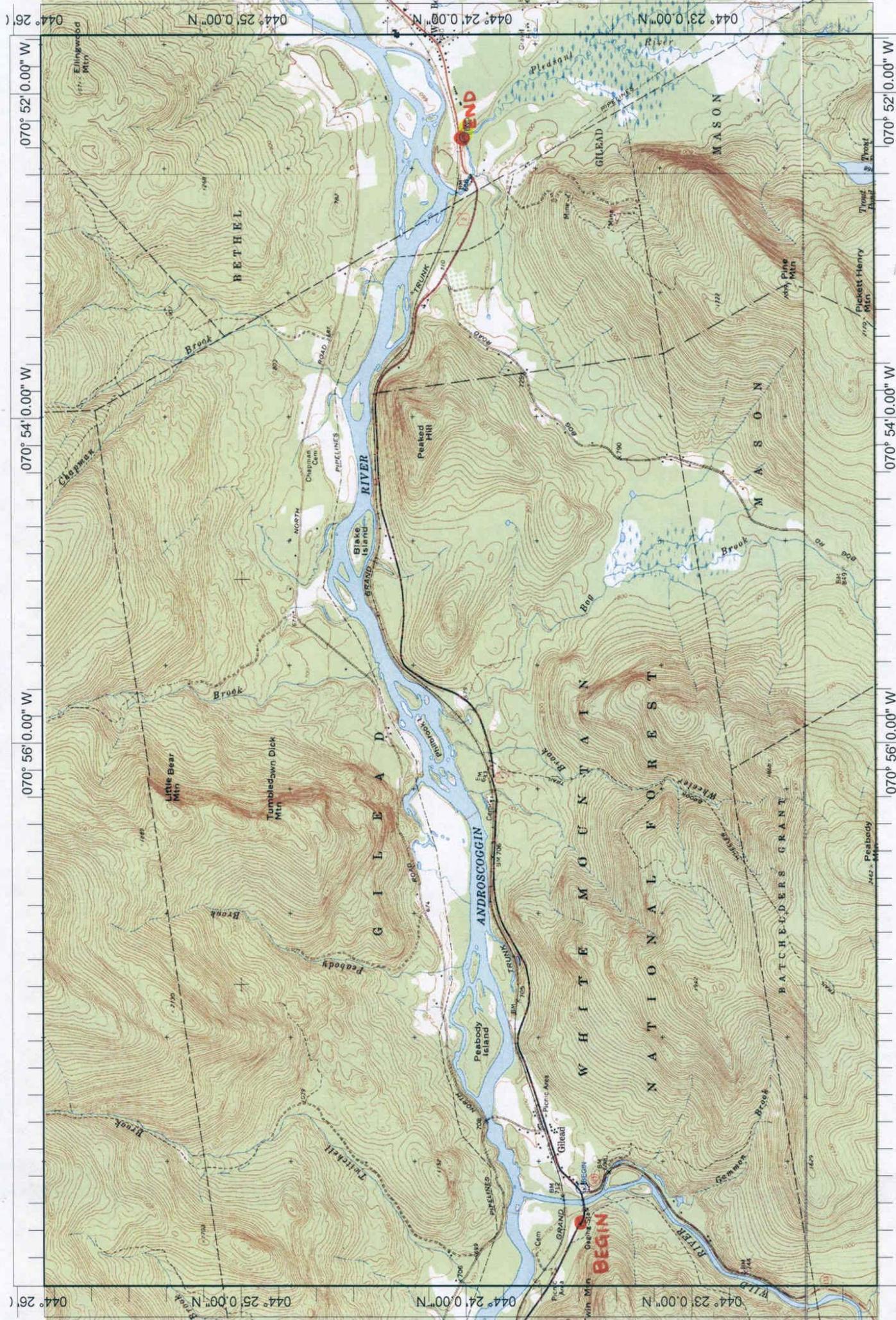
Permittee's Signature: _____ Date: _____

Printed Name: _____ Title: _____

FOR USE BY THE CORPS OF ENGINEERS

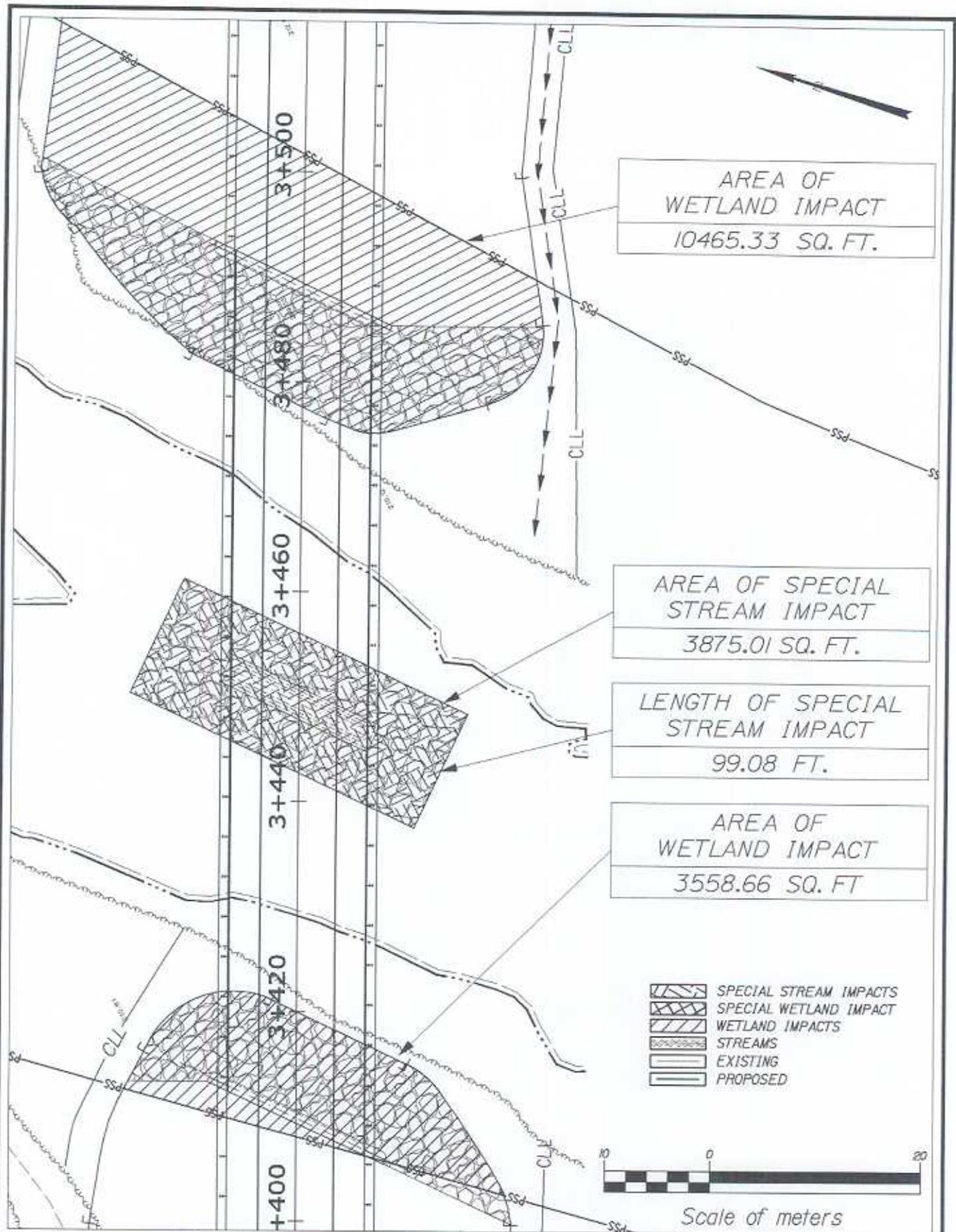
PM: _____ Submittals Required: _____

Inspection Recommendation: _____



Location: 044° 24' 02.1" N 070° 55' 29.7" W
 Caption: Bethel/Gilead 9184.00
 Route Highway Improvements

Name: GILEAD
 Date: 3/28/2006
 Scale: 1 inch equals 3333 feet



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

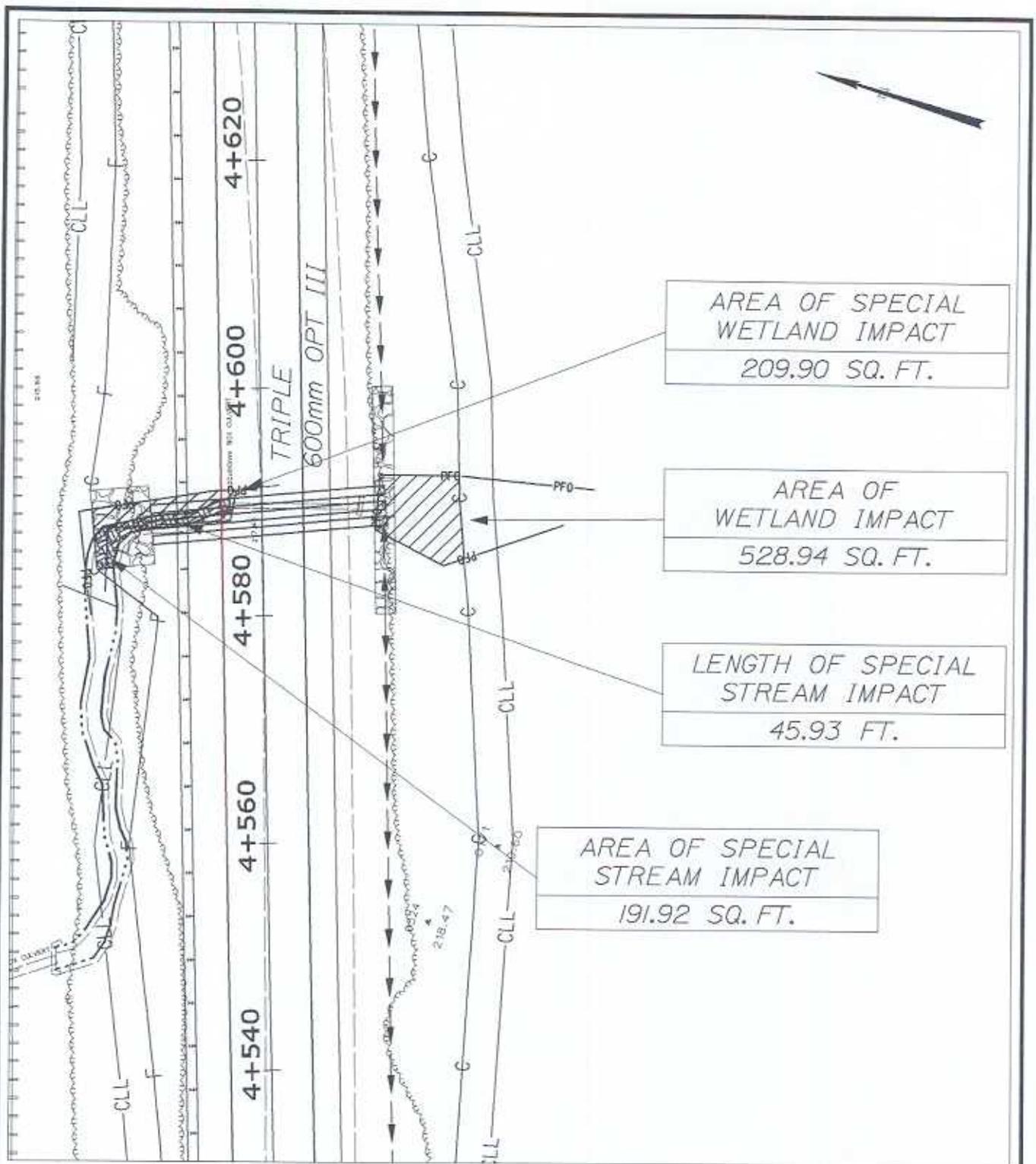
U.S. Route 2 BETHEL - GILEAD
Oxford

SHEET NUMBER
1

9164.00

WETLAND IMPACTS

OF 14 216

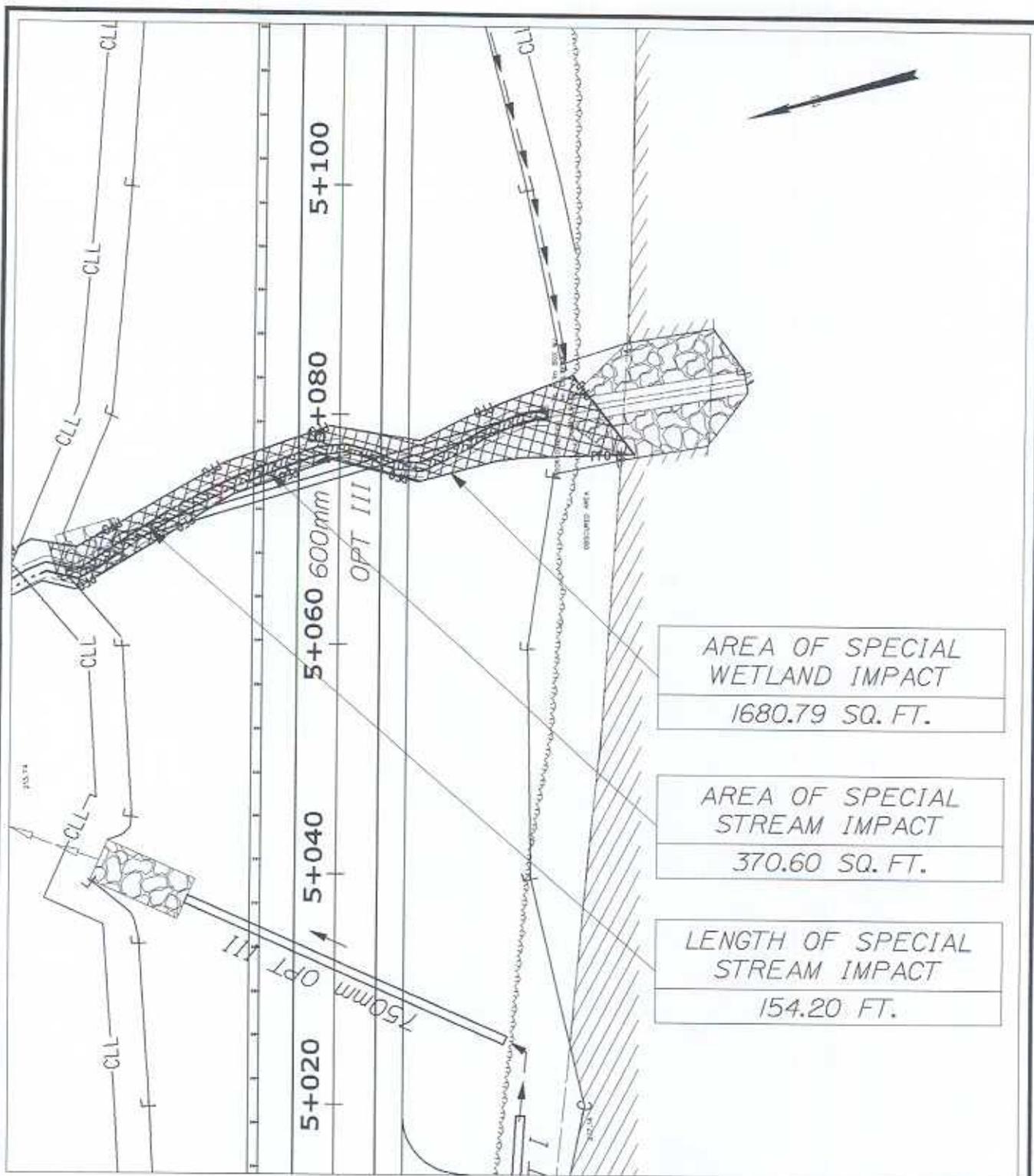


-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 2
9184.00	WETLAND IMPACTS	OF 14 217



AREA OF SPECIAL WETLAND IMPACT
1680.79 SQ. FT.

AREA OF SPECIAL STREAM IMPACT
370.60 SQ. FT.

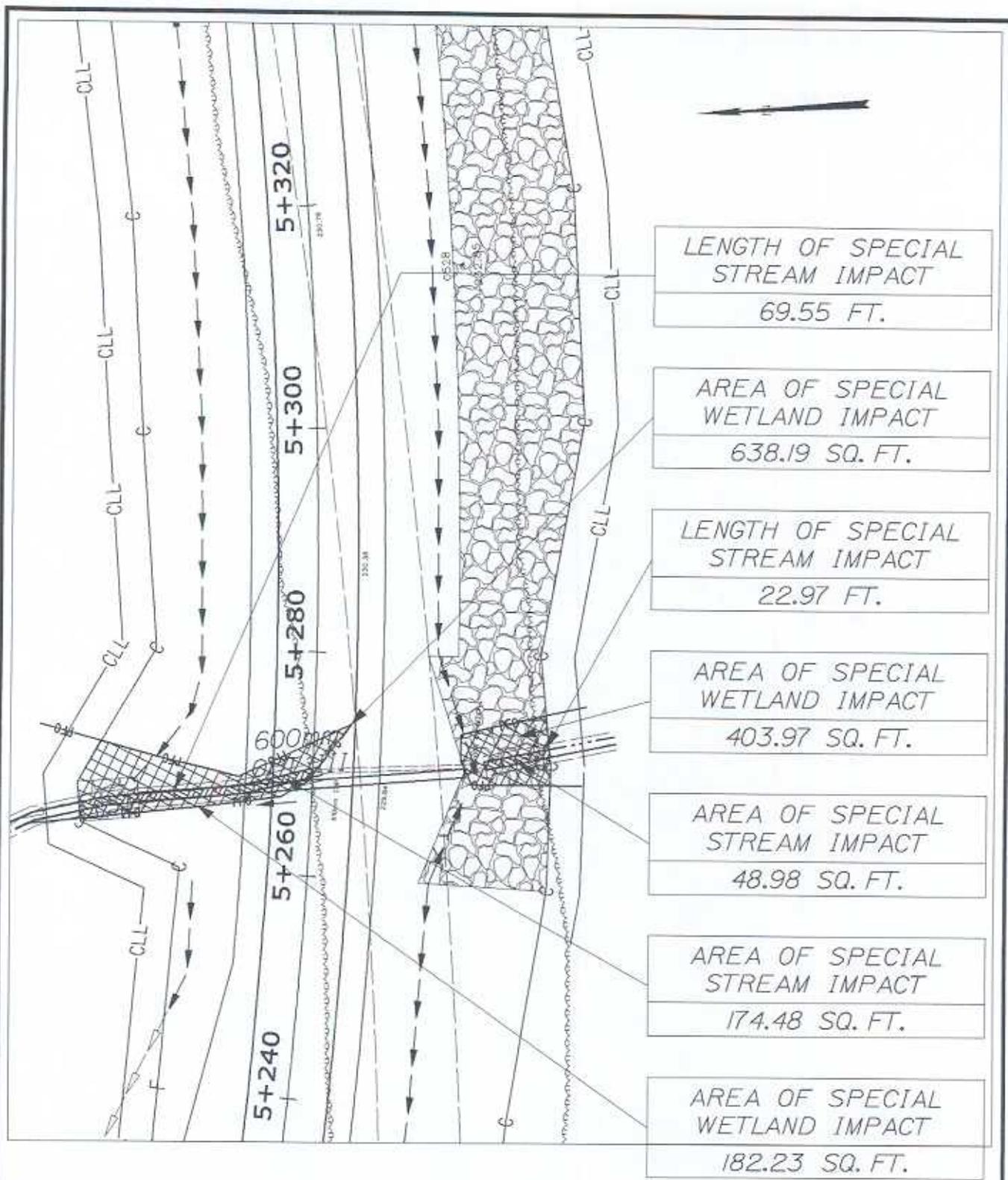
LENGTH OF SPECIAL STREAM IMPACT
154.20 FT.

-  SPECIAL WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 3
9184.00	WETLAND IMPACTS	OF 14 218

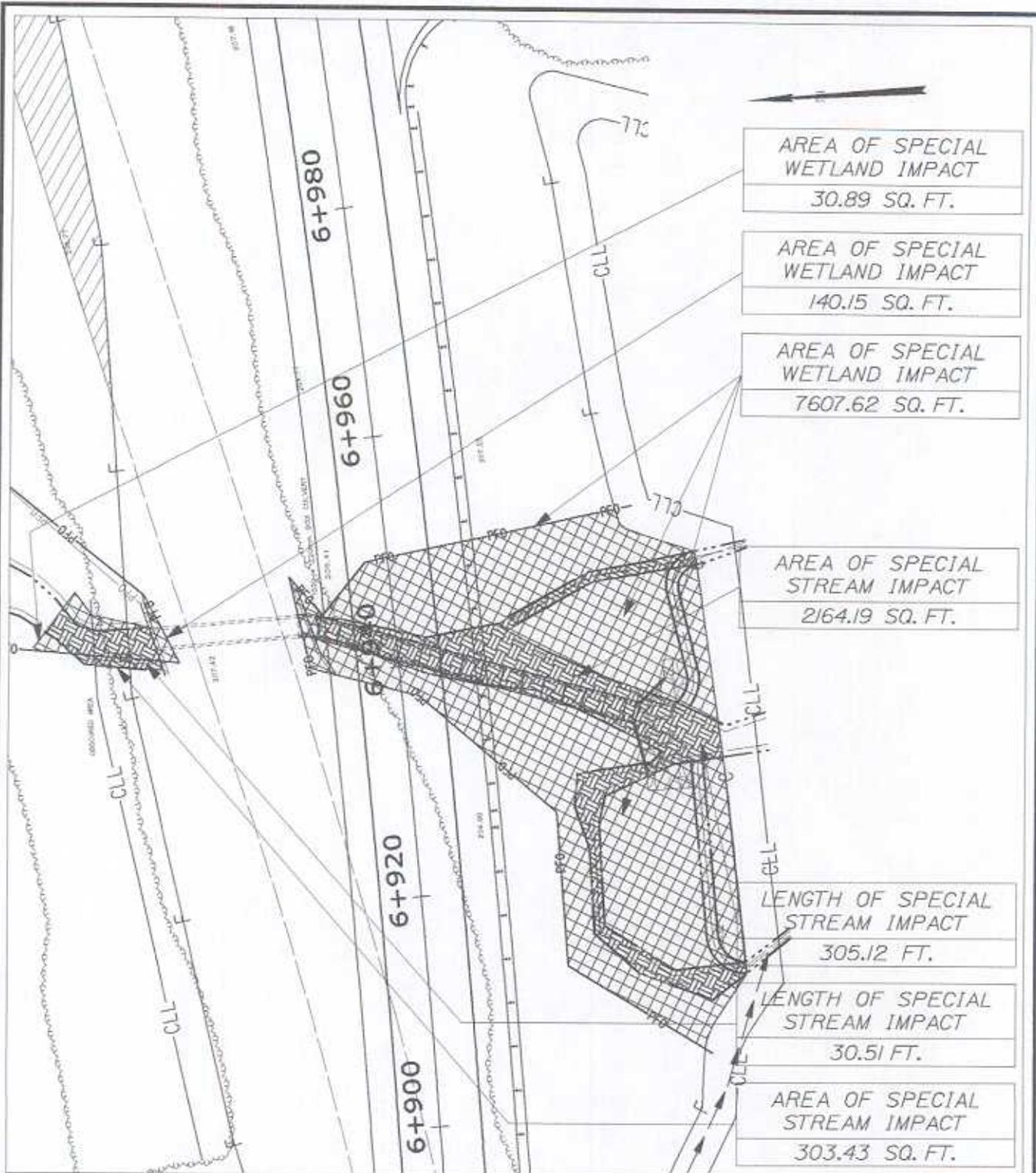


- SPECIAL WETLAND IMPACTS
- STREAMS
- EXISTING
- PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 4
9184.00	WETLAND IMPACTS	OF 14 219



AREA OF SPECIAL WETLAND IMPACT
30.89 SQ. FT.

AREA OF SPECIAL WETLAND IMPACT
140.15 SQ. FT.

AREA OF SPECIAL WETLAND IMPACT
7607.62 SQ. FT.

AREA OF SPECIAL STREAM IMPACT
2164.19 SQ. FT.

LENGTH OF SPECIAL STREAM IMPACT
305.12 FT.

LENGTH OF SPECIAL STREAM IMPACT
30.51 FT.

AREA OF SPECIAL STREAM IMPACT
303.43 SQ. FT.

-  SPECIAL WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

9184.00

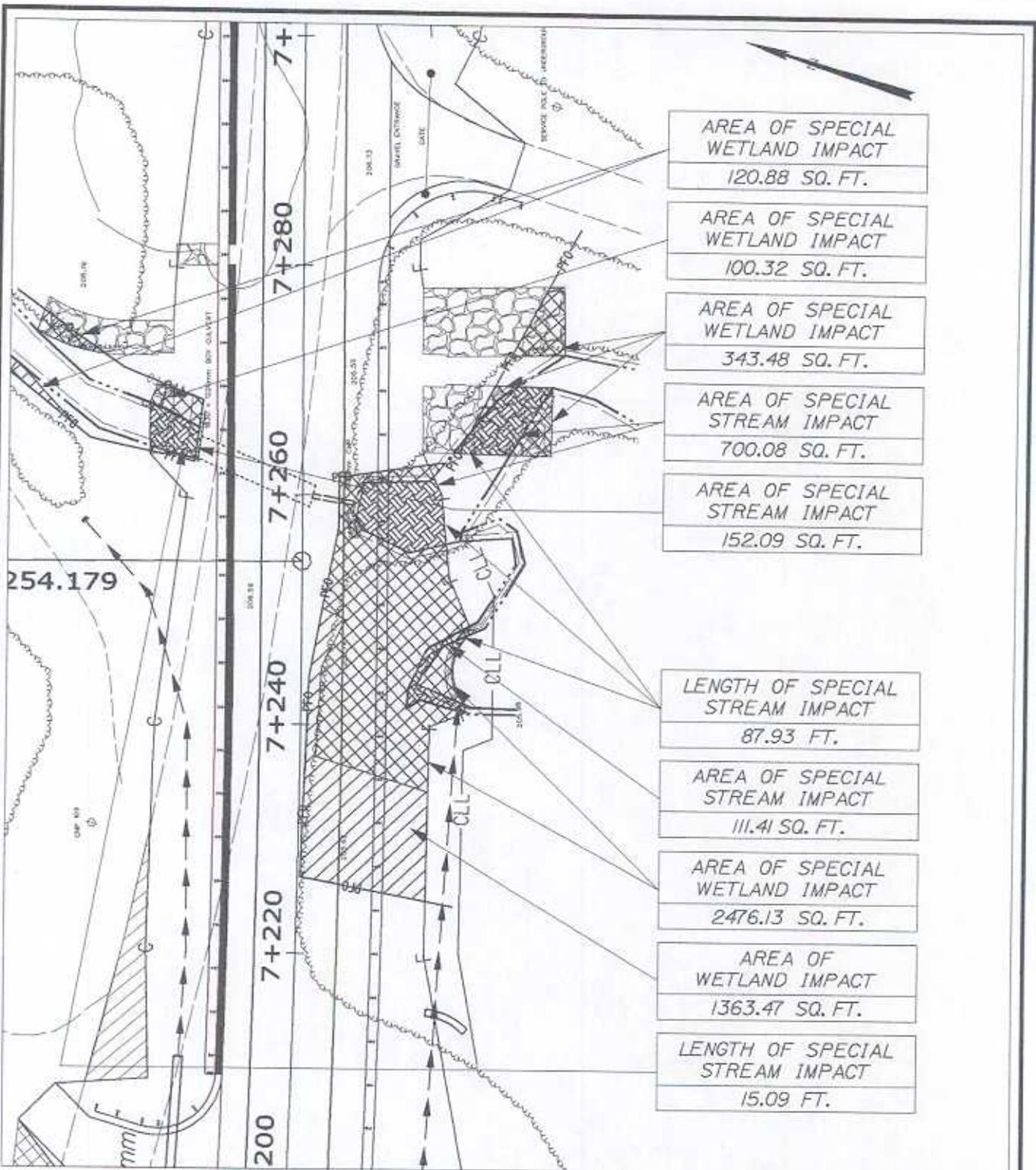
U.S. Route 2 BETHEL - GILEAD
Oxford

WETLAND IMPACTS

SHEET NUMBER

5

OF 14 220



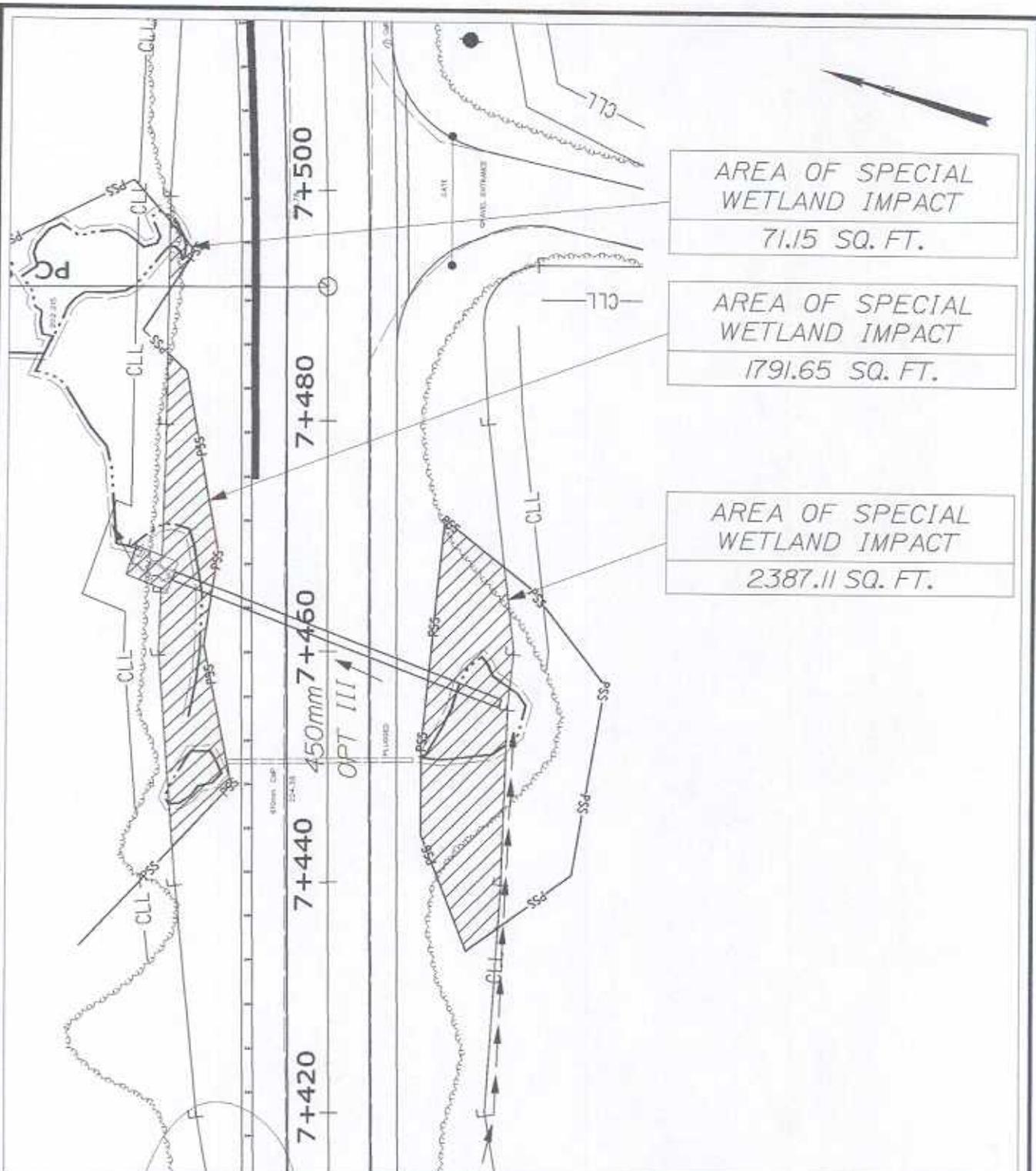
AREA OF SPECIAL WETLAND IMPACT	120.88 SQ. FT.
AREA OF SPECIAL WETLAND IMPACT	100.32 SQ. FT.
AREA OF SPECIAL WETLAND IMPACT	343.48 SQ. FT.
AREA OF SPECIAL STREAM IMPACT	700.08 SQ. FT.
AREA OF SPECIAL STREAM IMPACT	152.09 SQ. FT.
LENGTH OF SPECIAL STREAM IMPACT	87.93 FT.
AREA OF SPECIAL STREAM IMPACT	111.41 SQ. FT.
AREA OF SPECIAL WETLAND IMPACT	2476.13 SQ. FT.
AREA OF WETLAND IMPACT	1363.47 SQ. FT.
LENGTH OF SPECIAL STREAM IMPACT	15.09 FT.

- SPECIAL WETLAND IMPACTS
- WETLAND IMPACTS
- STREAMS
- EXISTING
- PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 6
9184.00	WETLAND IMPACTS	OF 14 221



AREA OF SPECIAL
WETLAND IMPACT
71.15 SQ. FT.

AREA OF SPECIAL
WETLAND IMPACT
1791.65 SQ. FT.

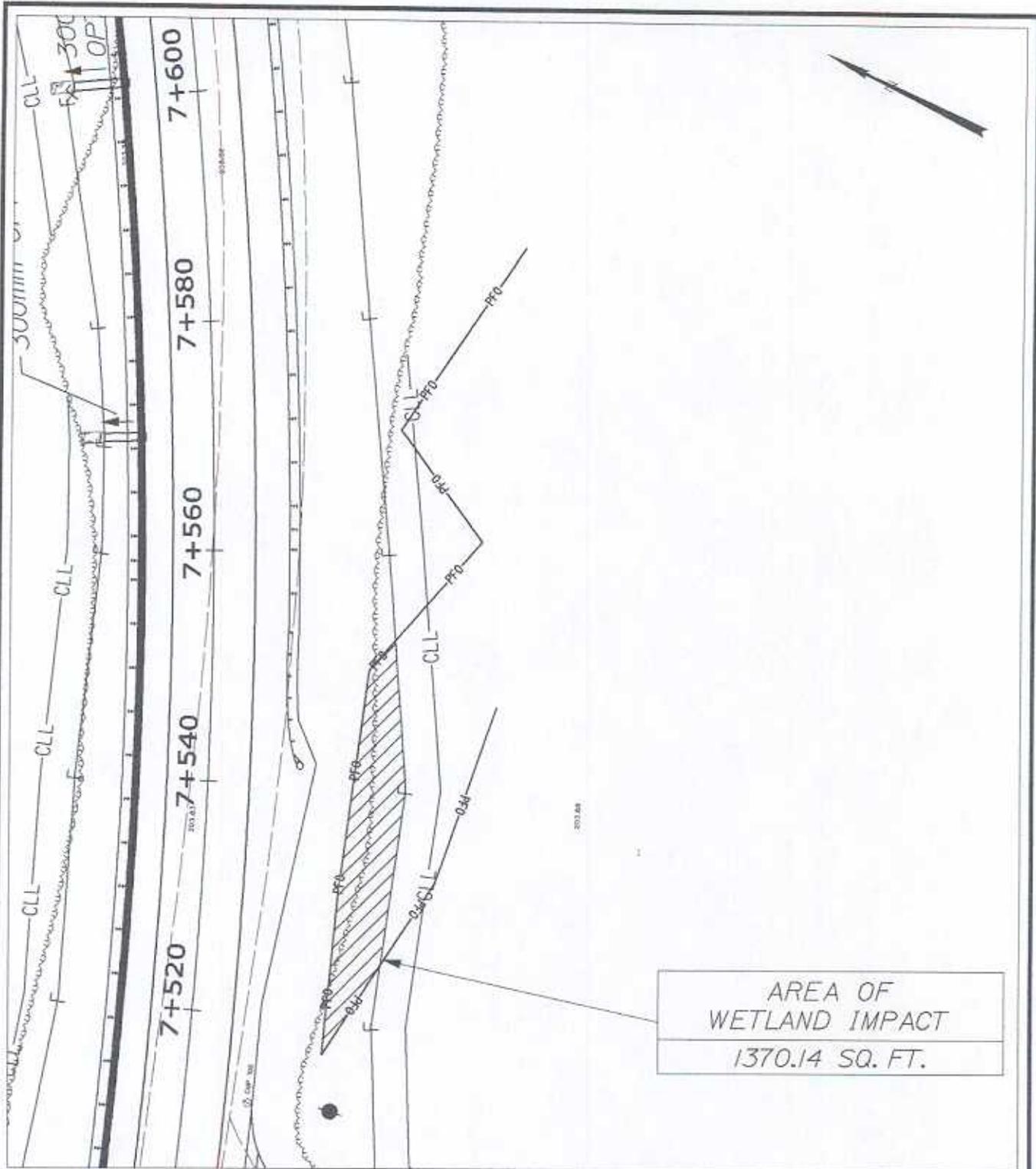
AREA OF SPECIAL
WETLAND IMPACT
2387.11 SQ. FT.

-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED

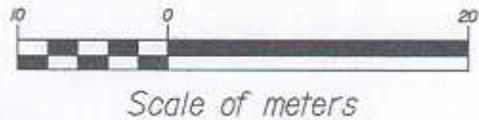


Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 7
9184.00	WETLAND IMPACTS	OF 14 222



-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

9184.00

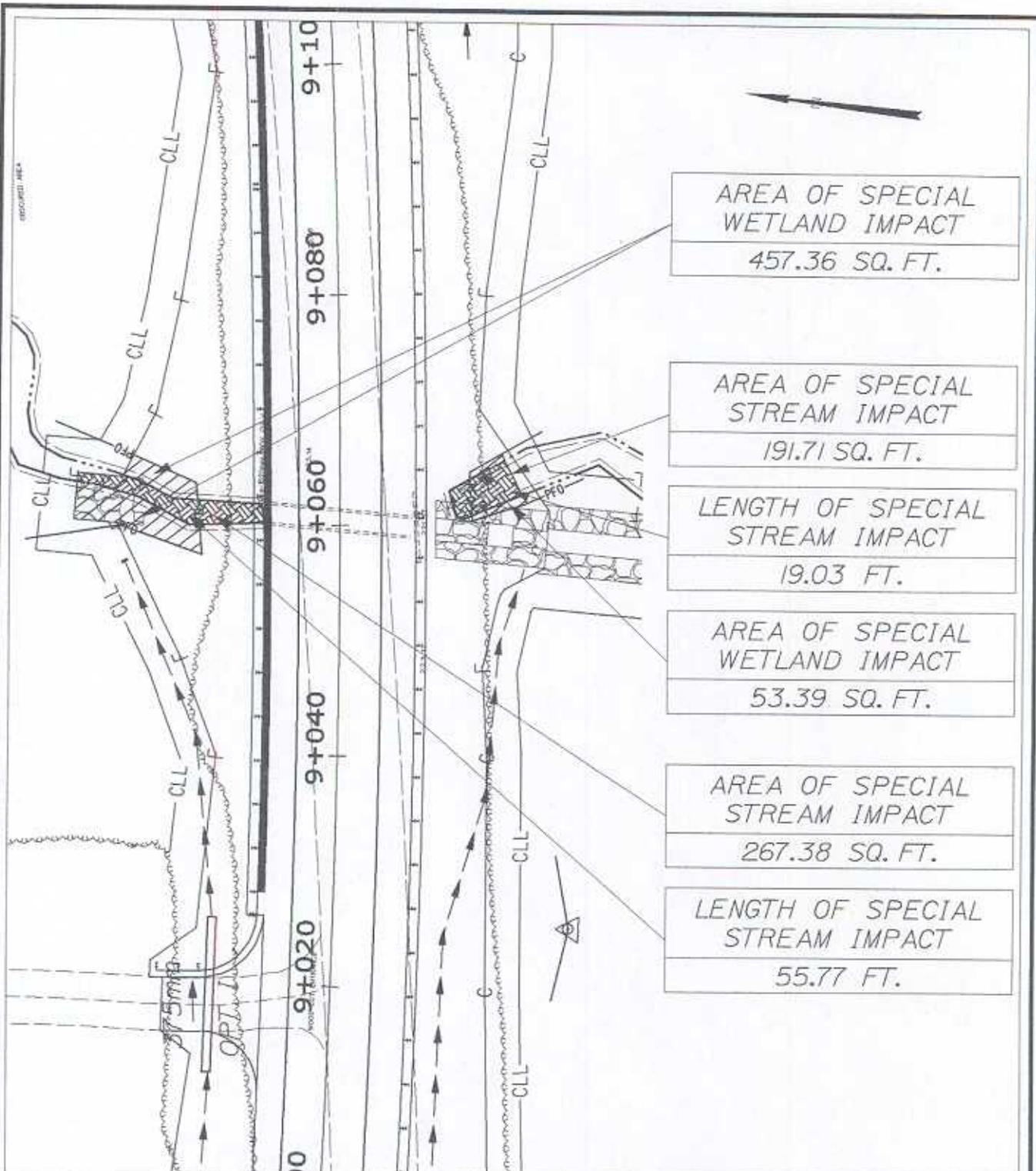
U.S. Route 2 BETHEL - GILEAD
Oxford

WETLAND IMPACTS

SHEET NUMBER

8

OF 14 223

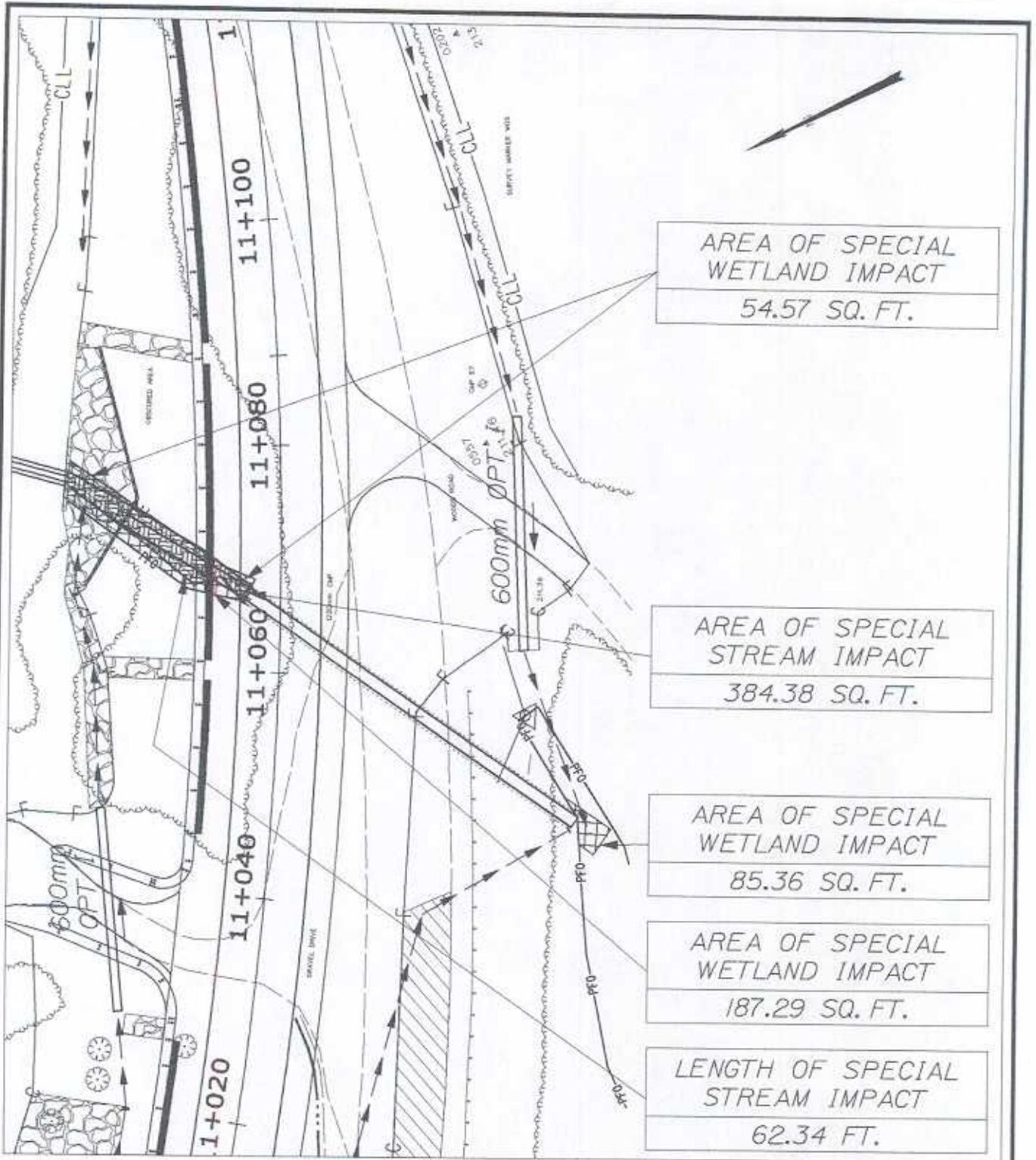


-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER
9184.00	WETLAND IMPACTS	10
		OF 14 225



-  SPECIAL WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER
9184.00	WETLAND IMPACTS	11 OF 14 226

AREA OF WETLAND IMPACT
4450.88 SQ. FT.

AREA OF SPECIAL WETLAND IMPACT
3052.22 SQ. FT.

LENGTH OF SPECIAL STREAM IMPACT
116.47 FT.

AREA OF SPECIAL STREAM IMPACT
988.02 SQ. FT.

LENGTH OF SPECIAL STREAM IMPACT
121.39 FT.

AREA OF SPECIAL STREAM IMPACT
1466.15 SQ. FT.

AREA OF SPECIAL WETLAND IMPACT
1120.09 SQ. FT.

AREA OF SPECIAL WETLAND IMPACT
646.05 SQ. FT.

AREA OF SPECIAL STREAM IMPACT
346.71 SQ. FT.

LENGTH OF SPECIAL STREAM IMPACT
55.77 FT.

AREA OF SPECIAL WETLAND IMPACT
1873.25 SQ. FT.

-  SPECIAL STREAM IMPACTS
-  SPECIAL WETLAND IMPACTS
-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

U.S. Route 2 BETHEL - GILEAD
Oxford

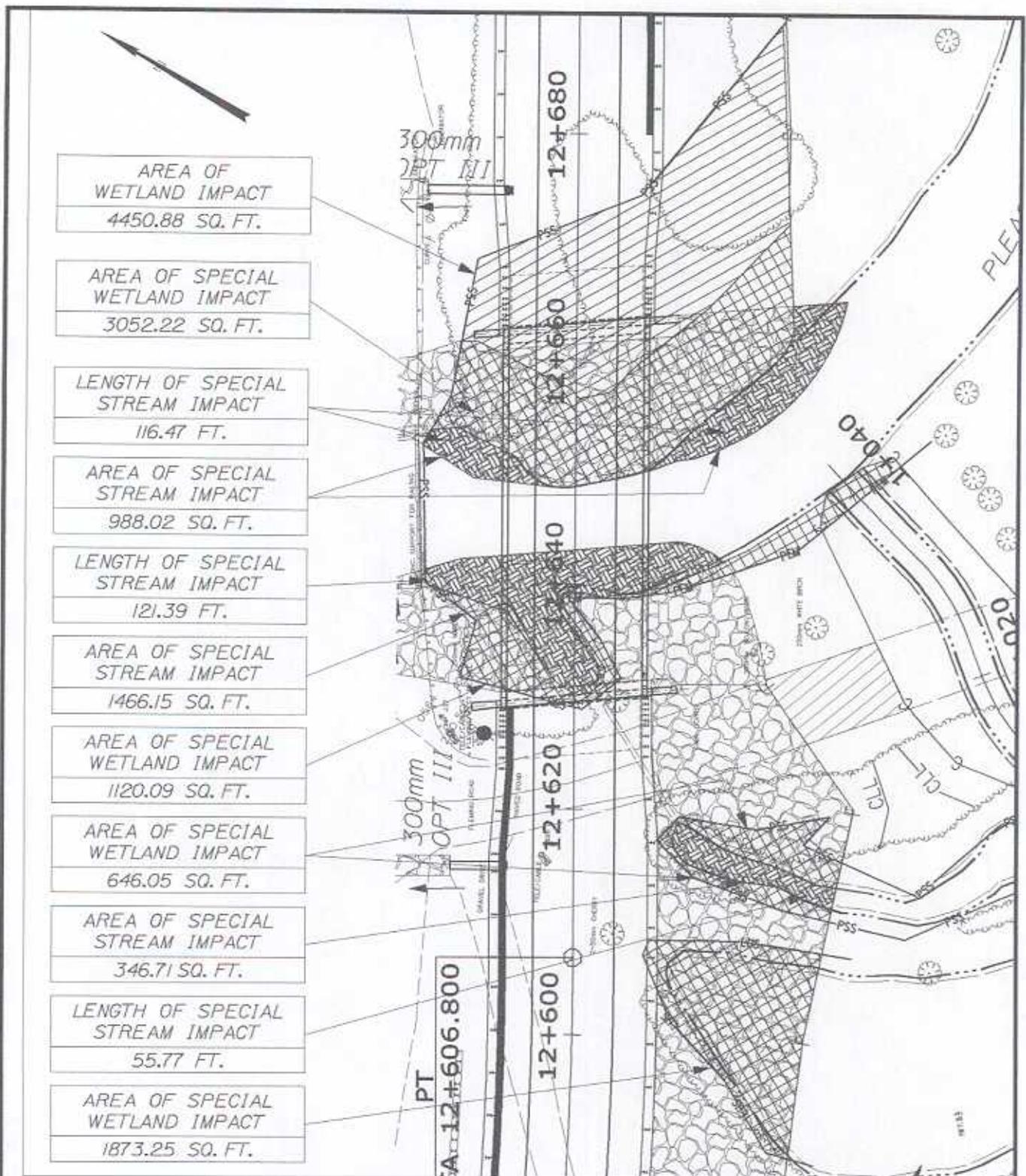
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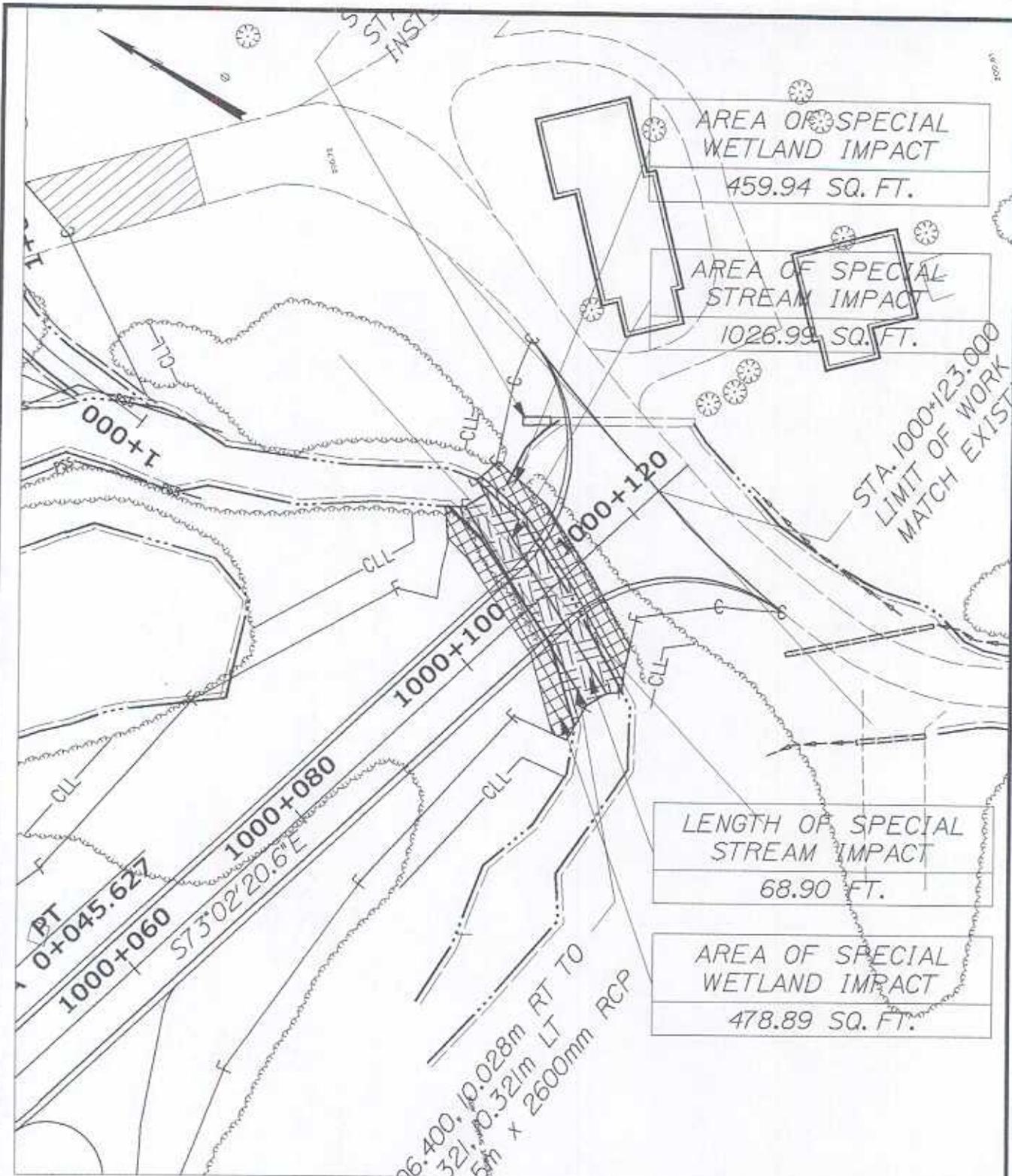
12

9184.00

WETLAND IMPACTS

OF 14 227





-  SPECIAL STREAM IMPACTS
-  SPECIAL WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 12a
9184.00	WETLAND IMPACTS	OF 14 228

AREA OF SPECIAL
WETLAND IMPACT
2525.86 SQ. FT.

AREA OF SPECIAL
WETLAND IMPACT
838.83 SQ. FT.

-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

U.S. Route 2 BETHEL - GILEAD
Oxford

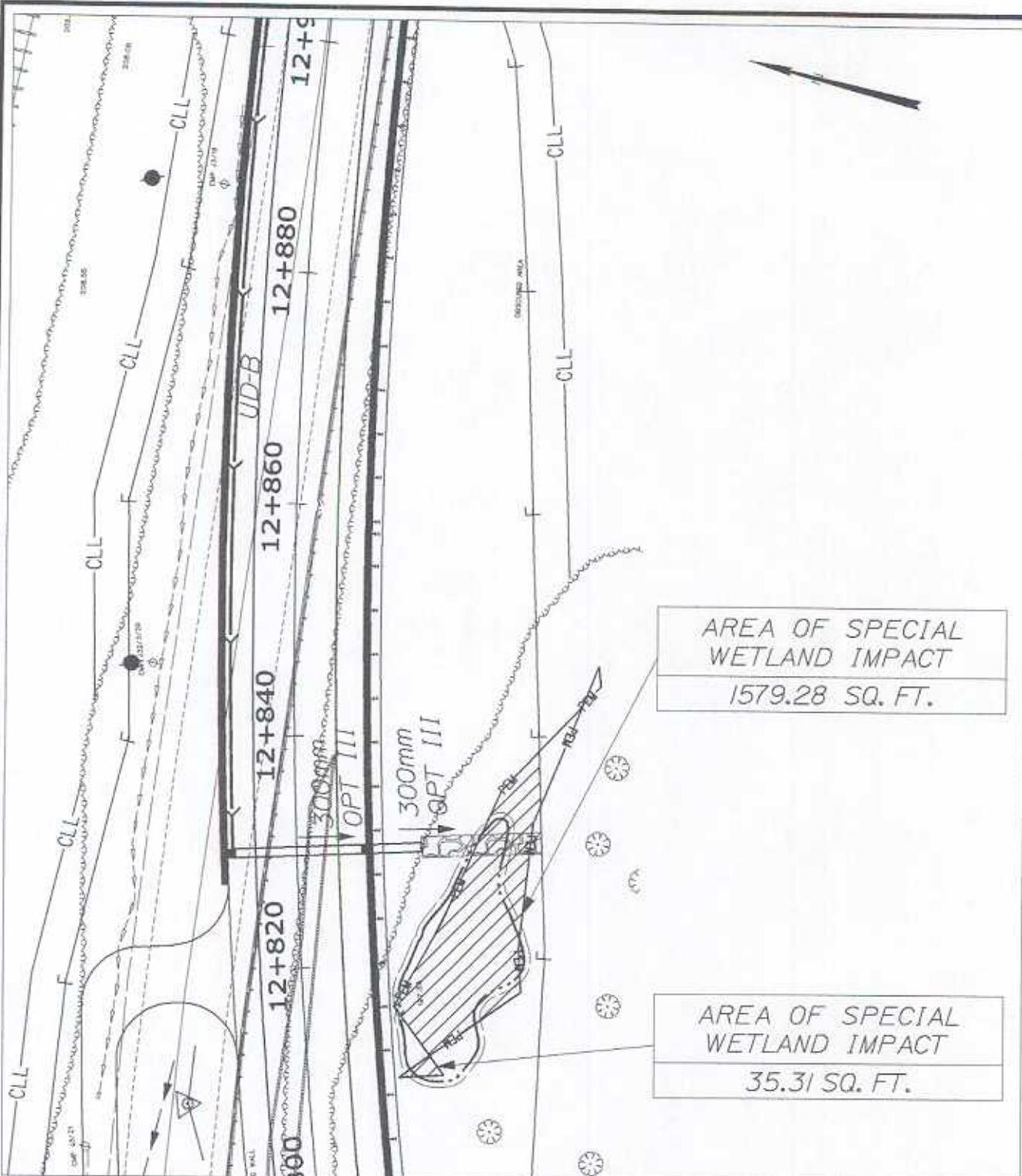
SHEET NUMBER

13

9184.00

WETLAND IMPACTS

OF 14 229



-  WETLAND IMPACTS
-  STREAMS
-  EXISTING
-  PROPOSED



Scale of meters

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

9184.00

U.S. Route 2 BETHEL - GILEAD
Oxford

WETLAND IMPACTS

SHEET NUMBER

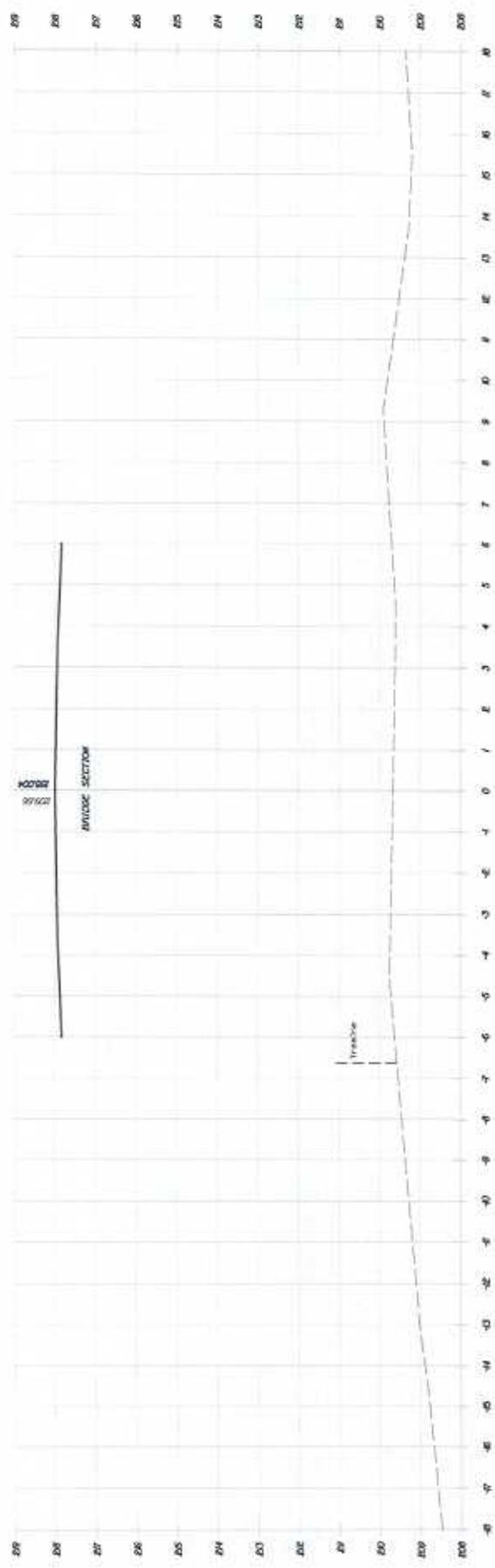
14

OF 14 230

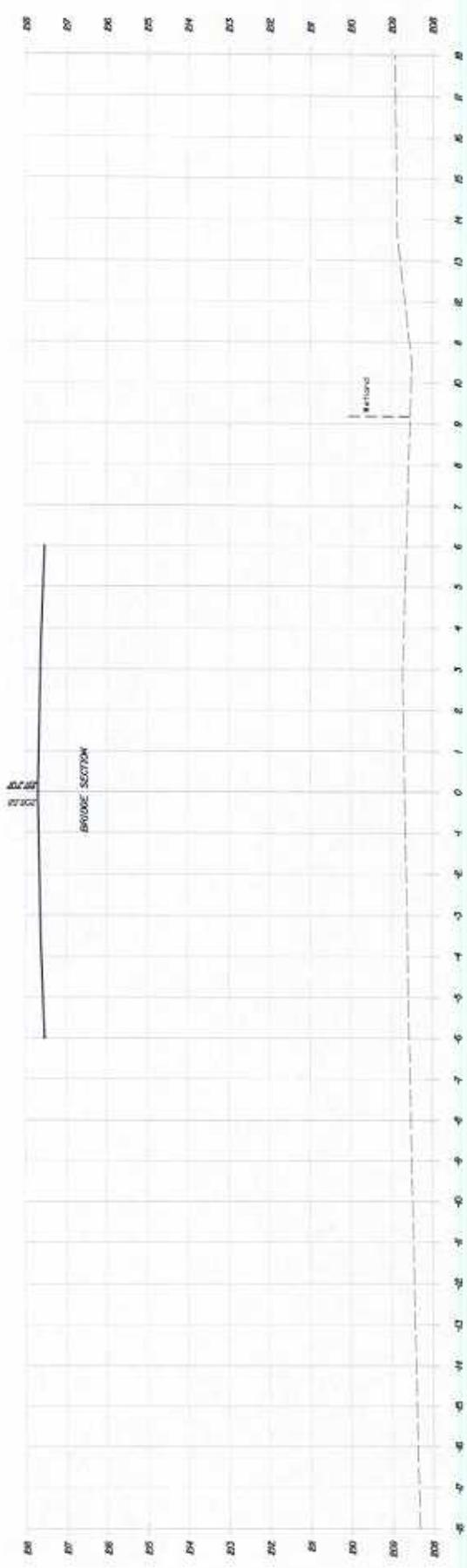
METRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.

SCALE

DATE	11/11/2011
PROJECT NAME	AC-BL-14422
SCALE	1:1
DATE	11/11/2011

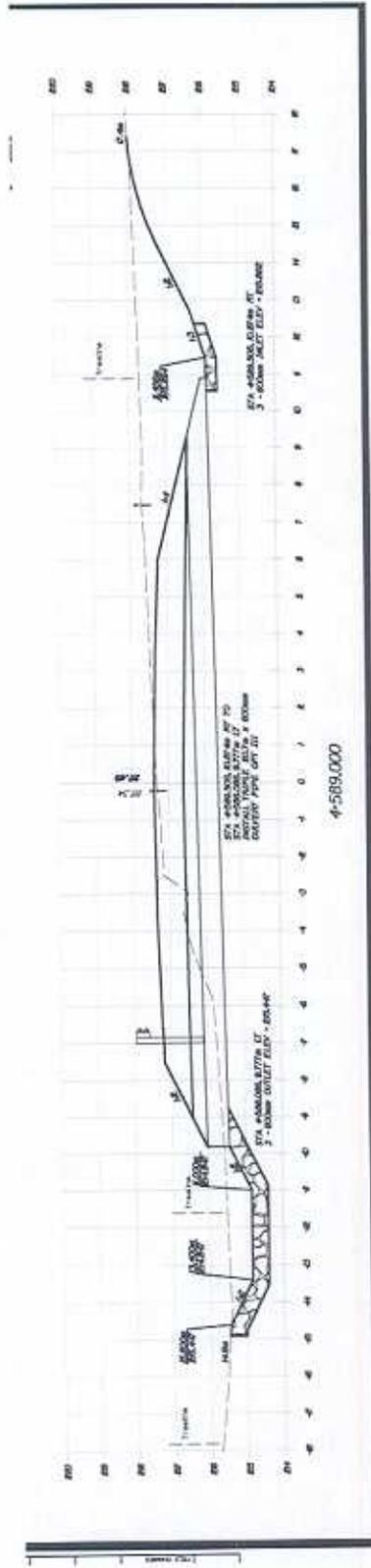


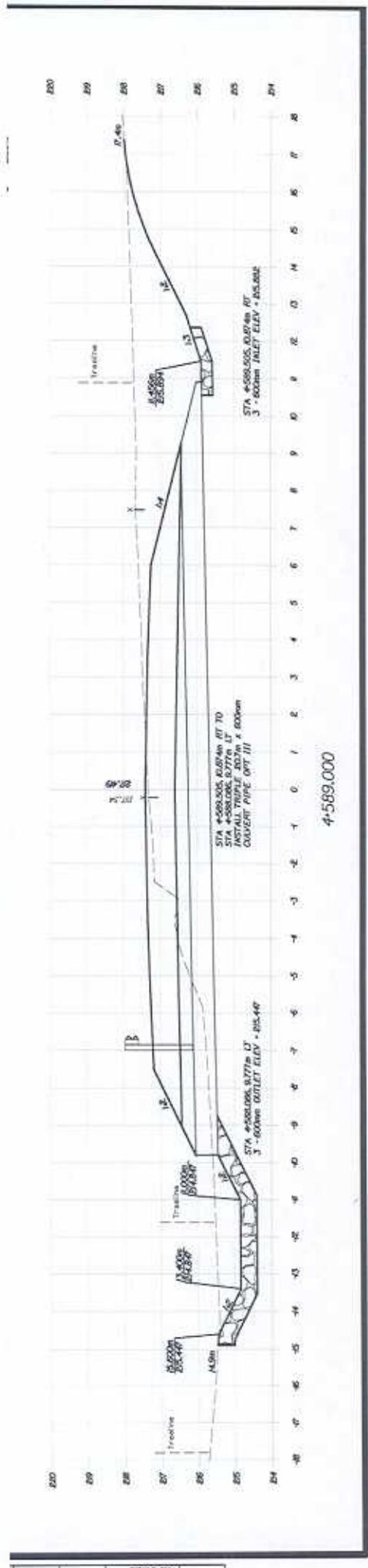
3+480.000



3+460.000

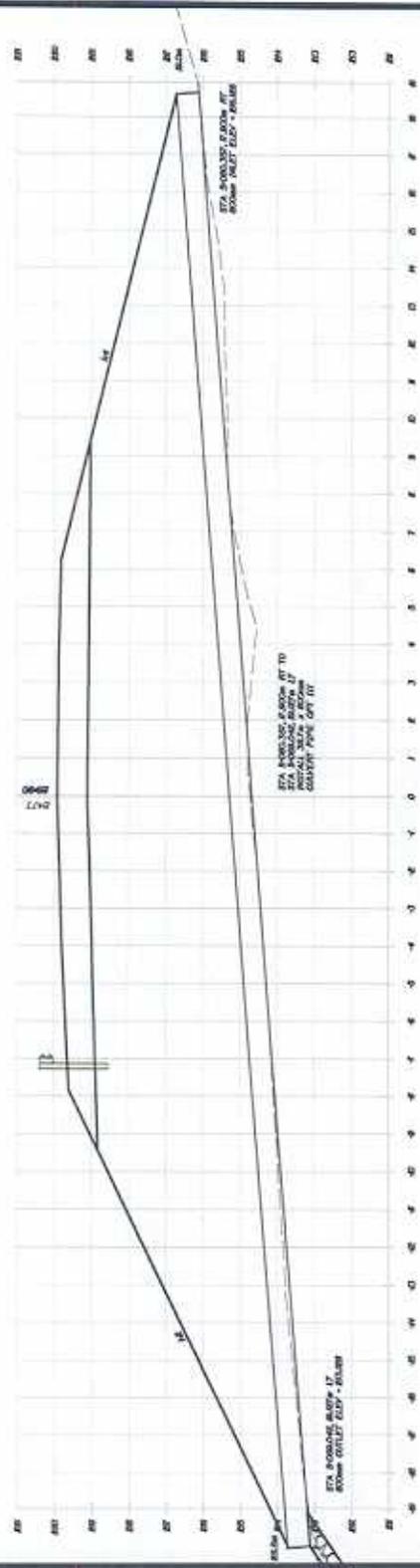
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PROJECT NAME	AC-BL-14422
SCALE	1:1
DATE	11/11/2011



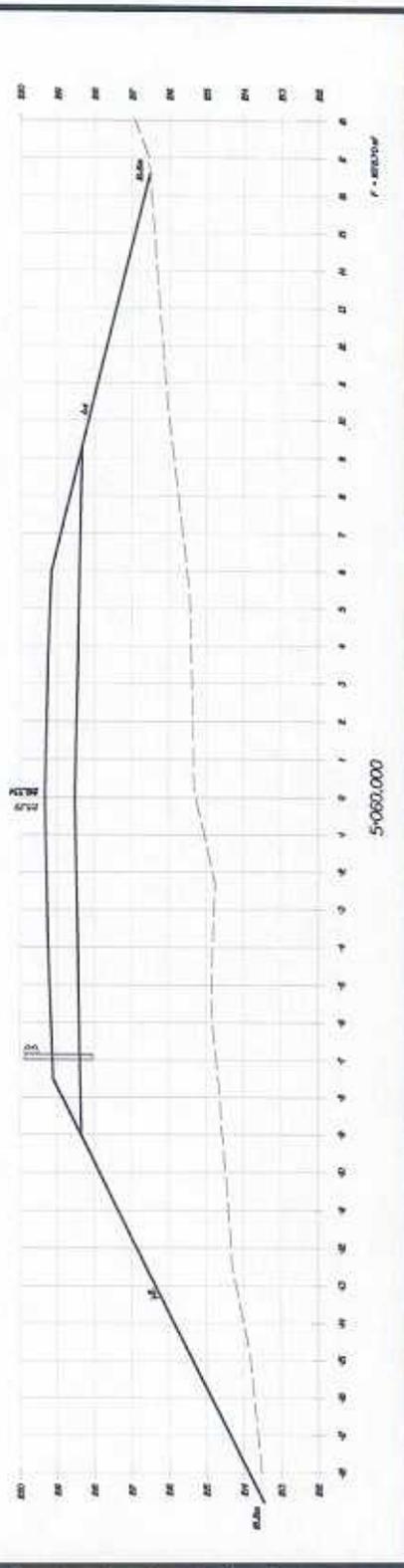


N.T.S.

METRIC All dimensions are in millimeters unless otherwise noted.
 2. All elevations and slopes are in meters.



5:1
 5:075,000
 TYPE: SIGNED AHEAD RT



5:1
 5:000,000

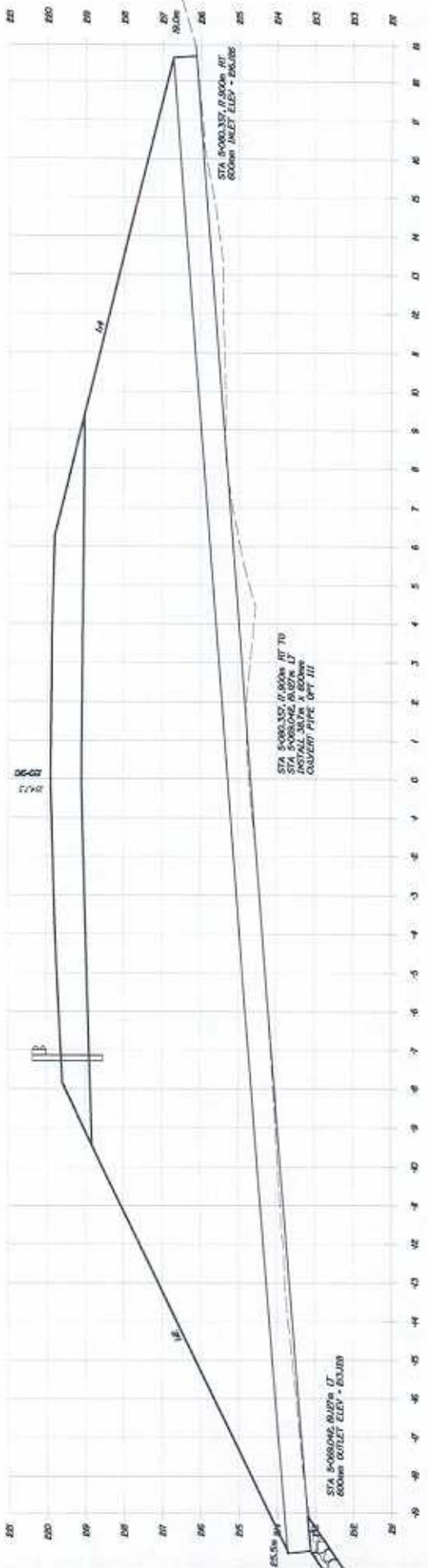
RELEASED U.S. ROUTE 2

1:200

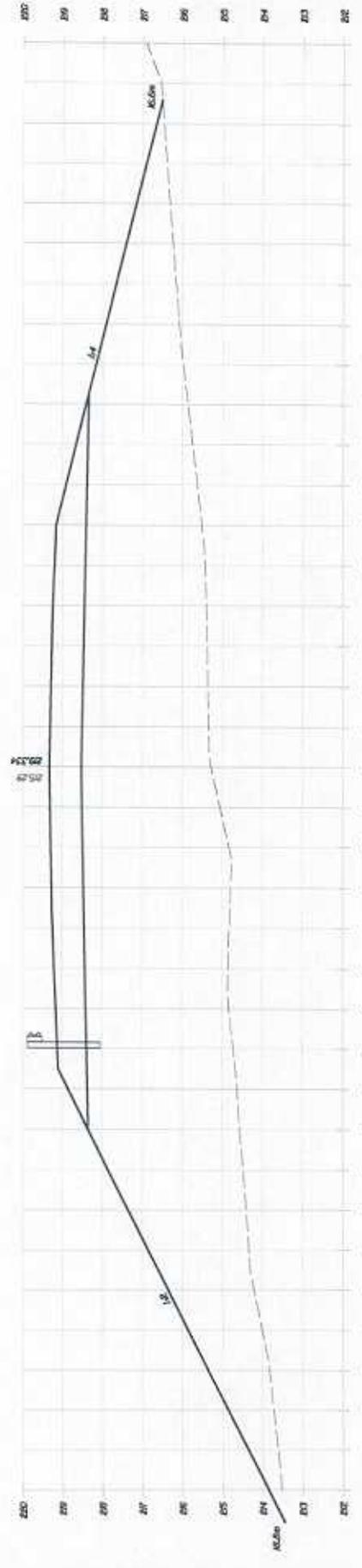
N.T.S.

METRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.

PROJECT	DATE	SCALE	BY	CHECKED
STATE ROUTE 2	11/13/00	AS SHOWN	J. J. ...	J. J. ...



5+075.000
 PIPE SKINNED AHEAD RT



5+060.000
 F = 40/200m

PROJECT	DATE	SCALE	BY	CHECKED
STATE ROUTE 2	11/13/00	AS SHOWN	J. J. ...	J. J. ...

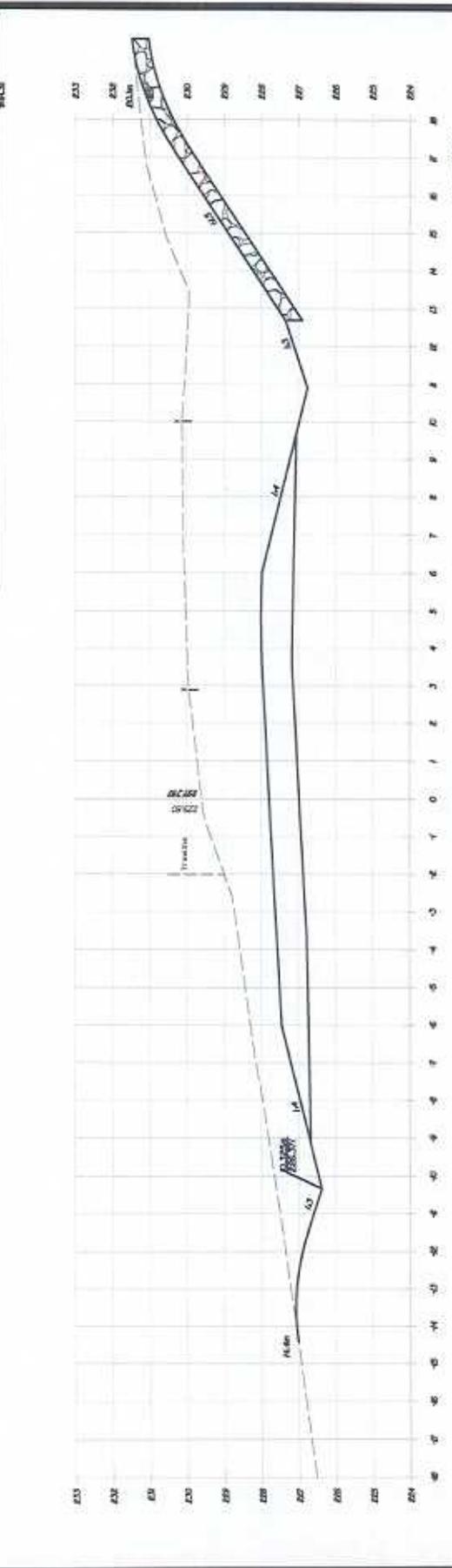
METRIC 1. All dimensions are in millimeters unless otherwise noted. 2. All elevations and stations are in meters.

DATE	NO.	BY	CHKD.	APP.
11/15/2011	1	W.S.	W.S.	W.S.

SCALE

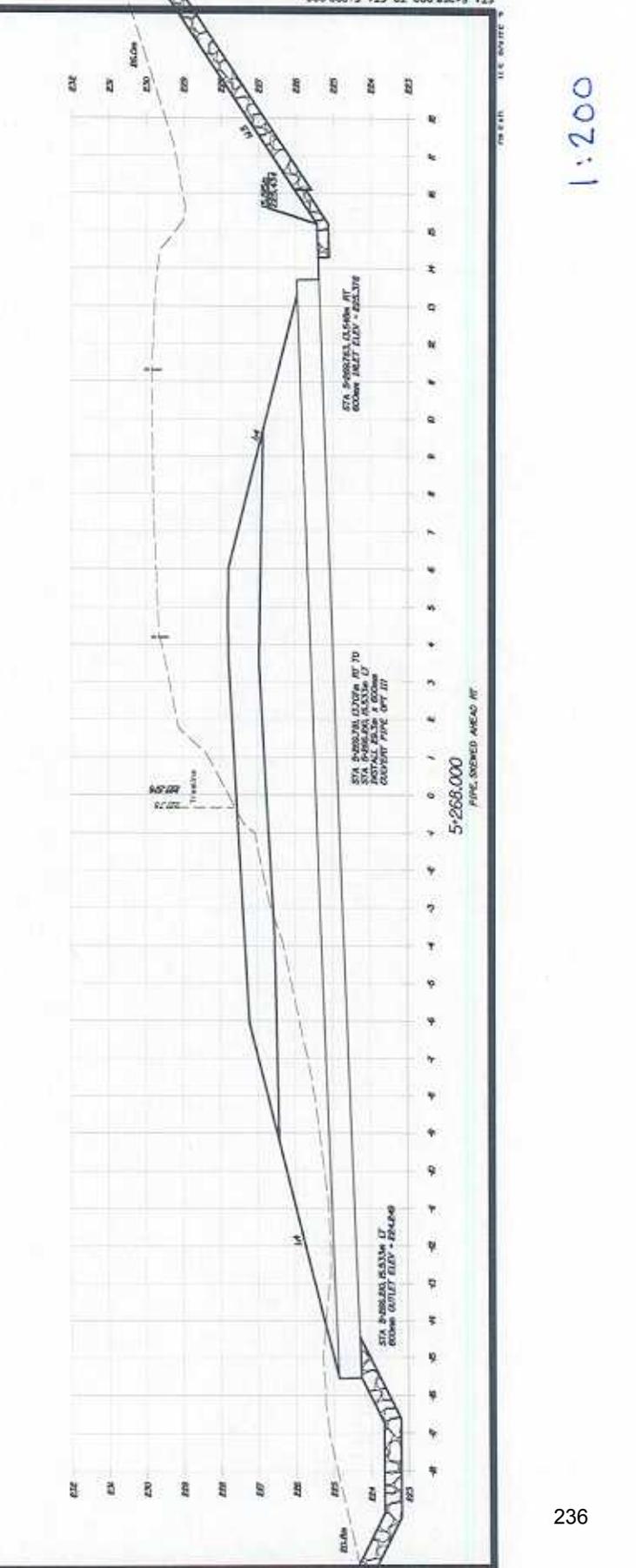
5+280.000

C = 40000'



5+288.000

C = 40000'



5+298.000

C = 40000'

NO.	DATE	BY	CHKD.	APP.
1	11/15/2011	W.S.	W.S.	W.S.

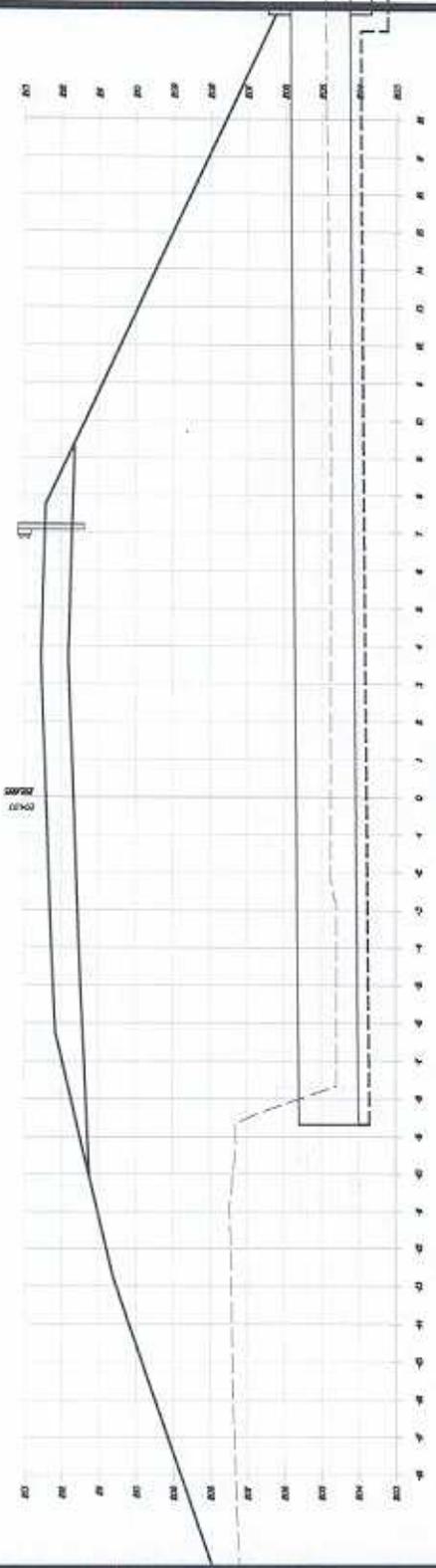
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STA. 5+288.000 TO STA. 5+298.000

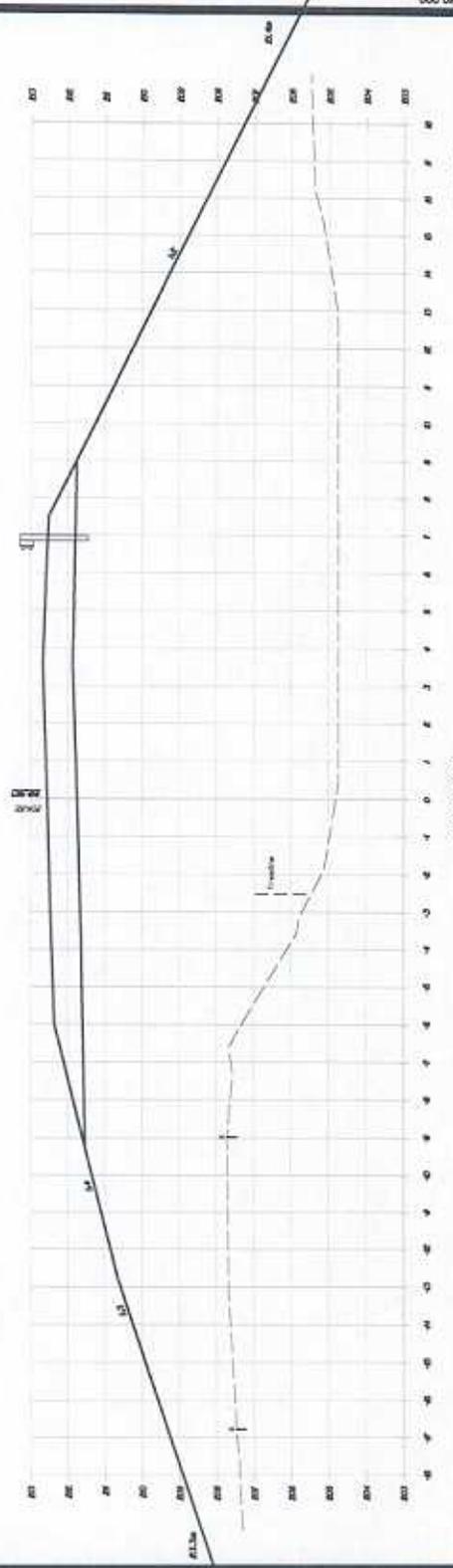
11/15/2011

U.S. QUOTE

METRIC ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED
 DRAWN BY: J. J. GIBSON AND PATRICK A. H. T. HARRIS
 CHECKED BY: J. J. GIBSON
 DATE: 11/11/2009



6-941.794

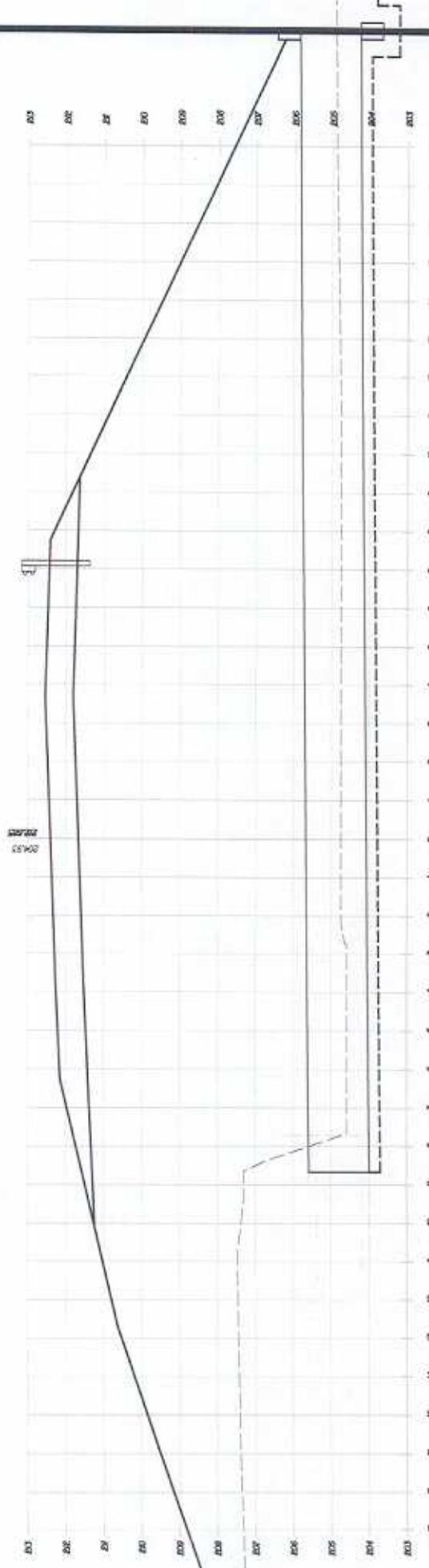


6-940.000

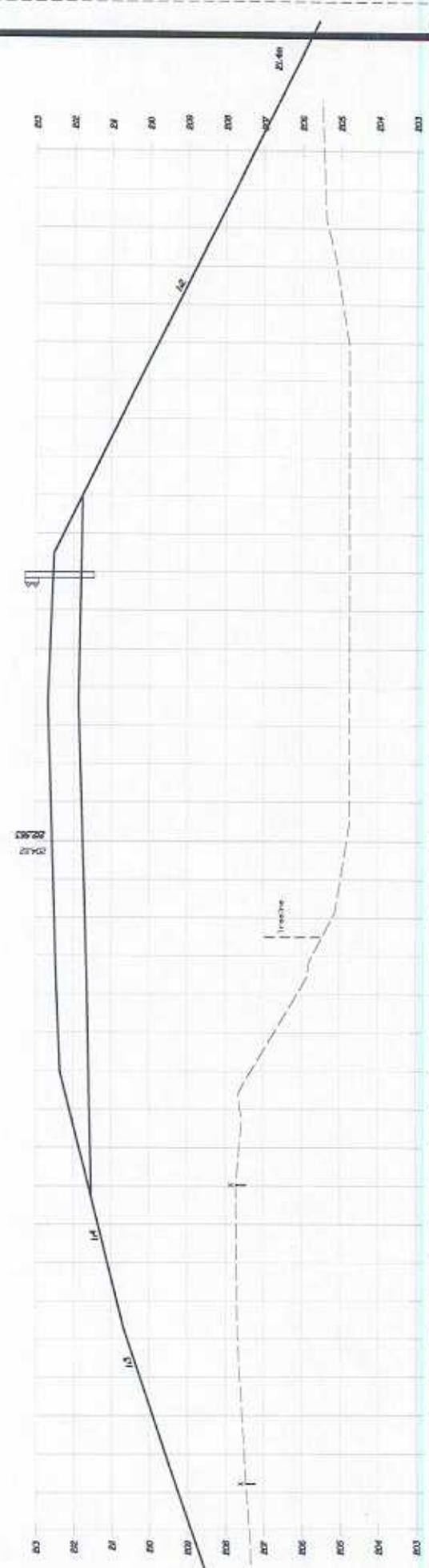
STA. 6+940.000
 1:200

METRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.

DATE: 11/11/2011
 DRAWN BY: JCH/38020
 PROJECT: 9443



6+941.794

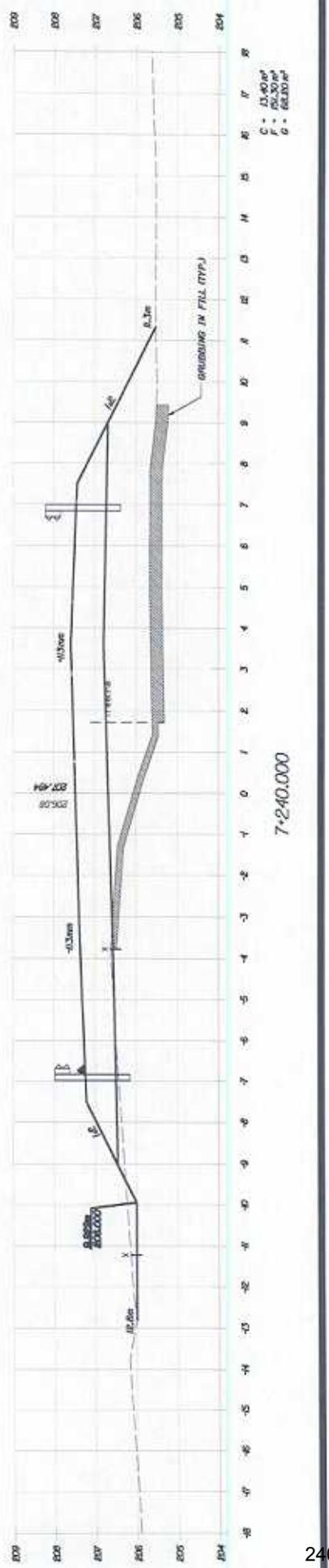
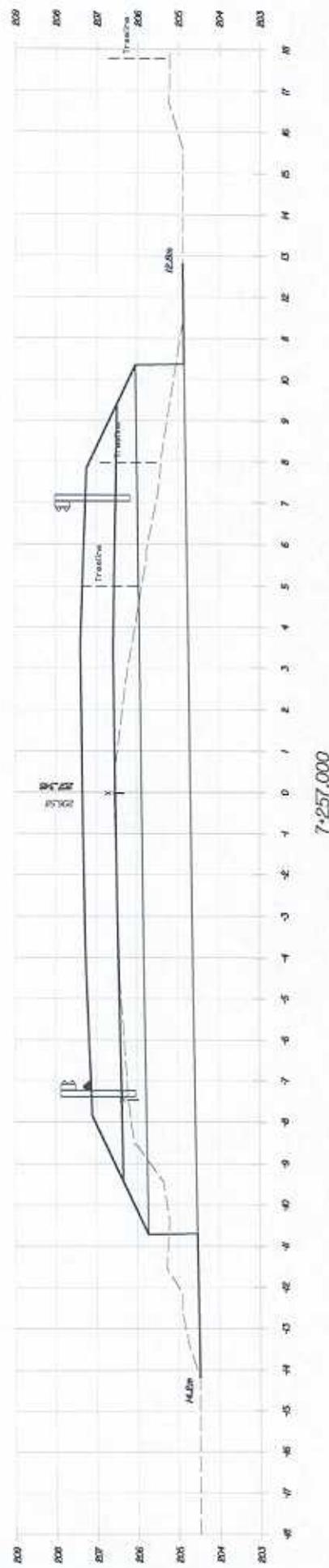
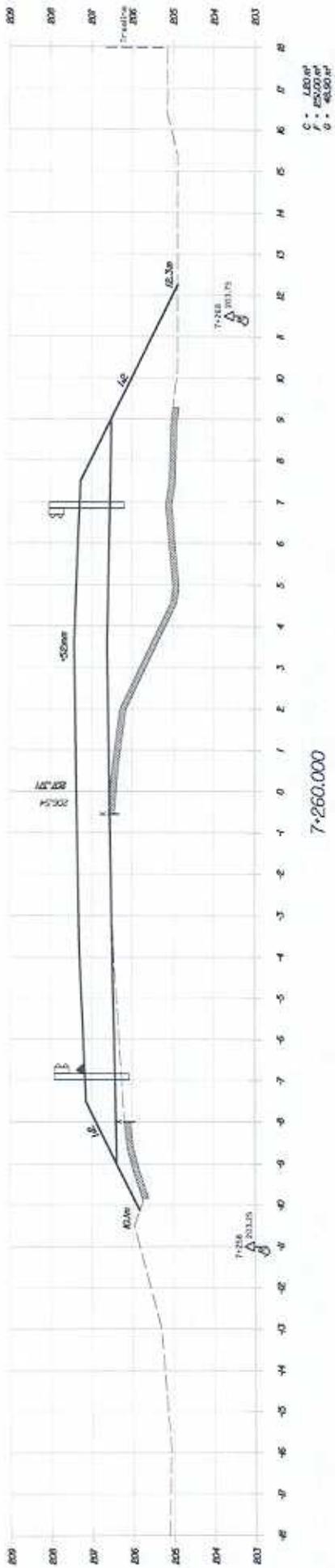


6+940.000

F = 3383.00m²

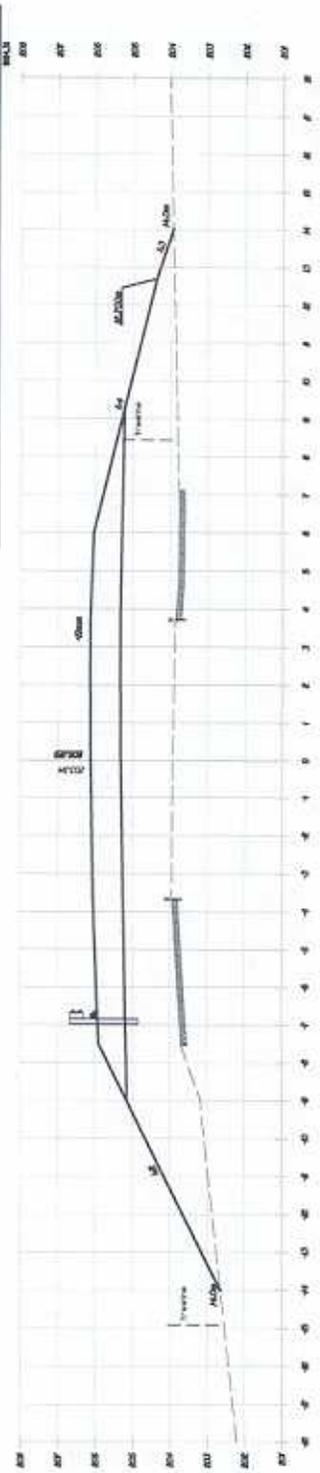
STA. 6+940.000

N.T.S.



N.T.S.

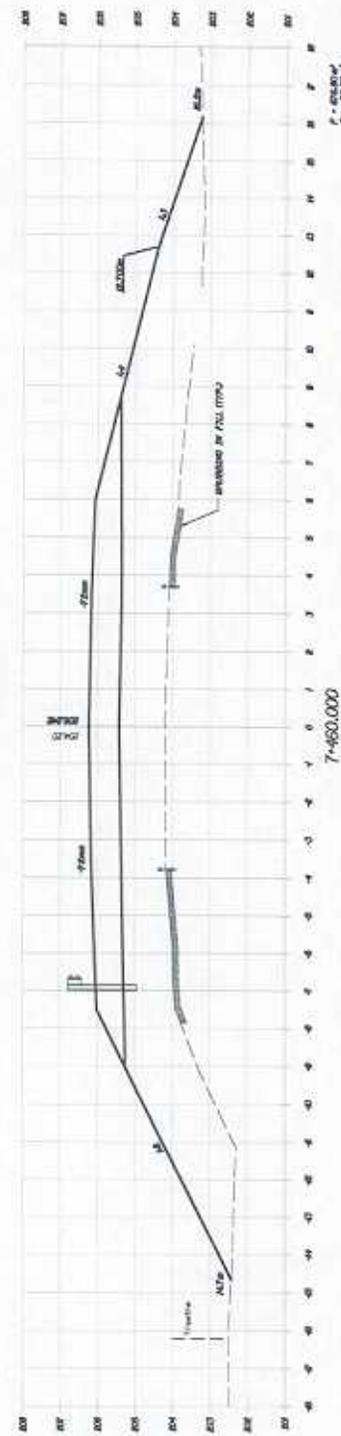
METRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and widths are in meters.



7+460,000



7+461,313
 PILING SPACING EACH WAY

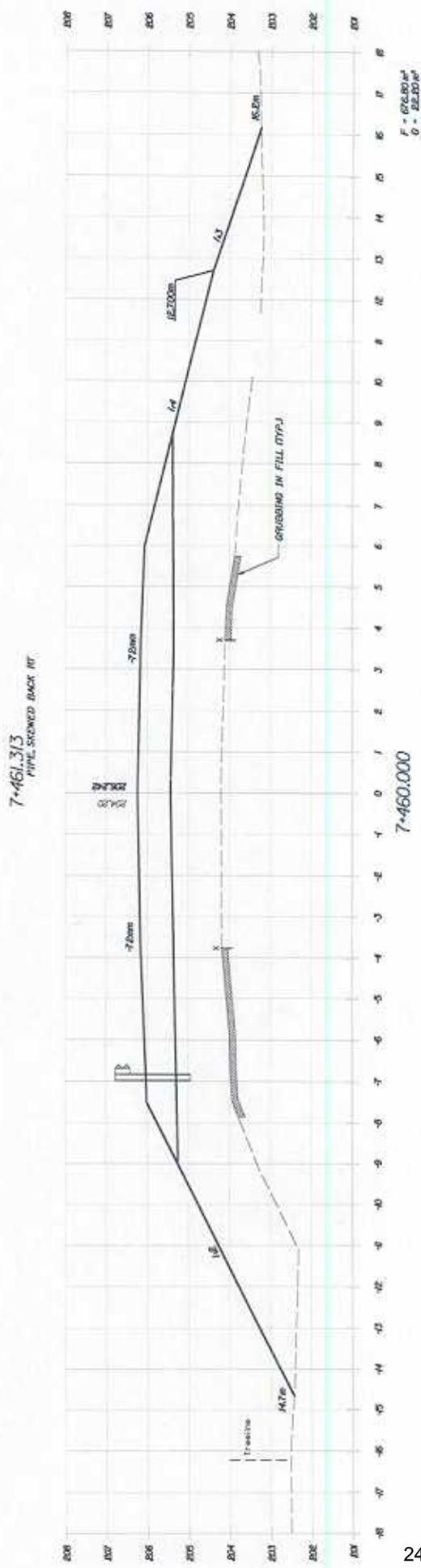
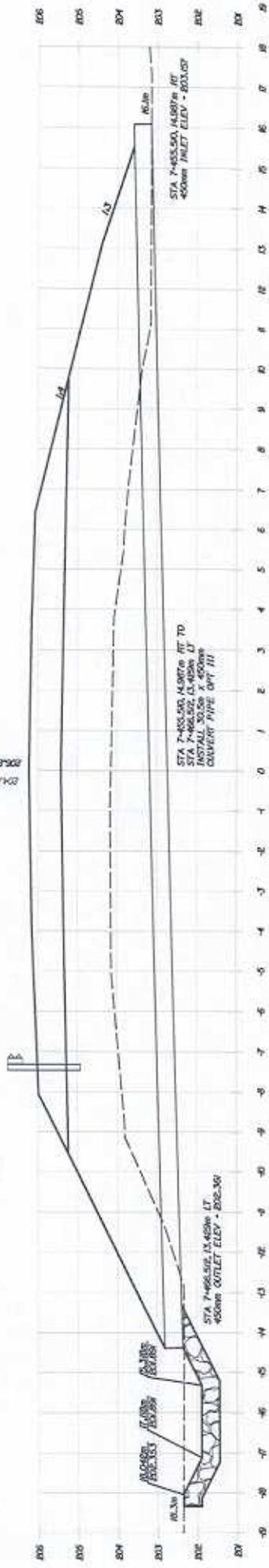
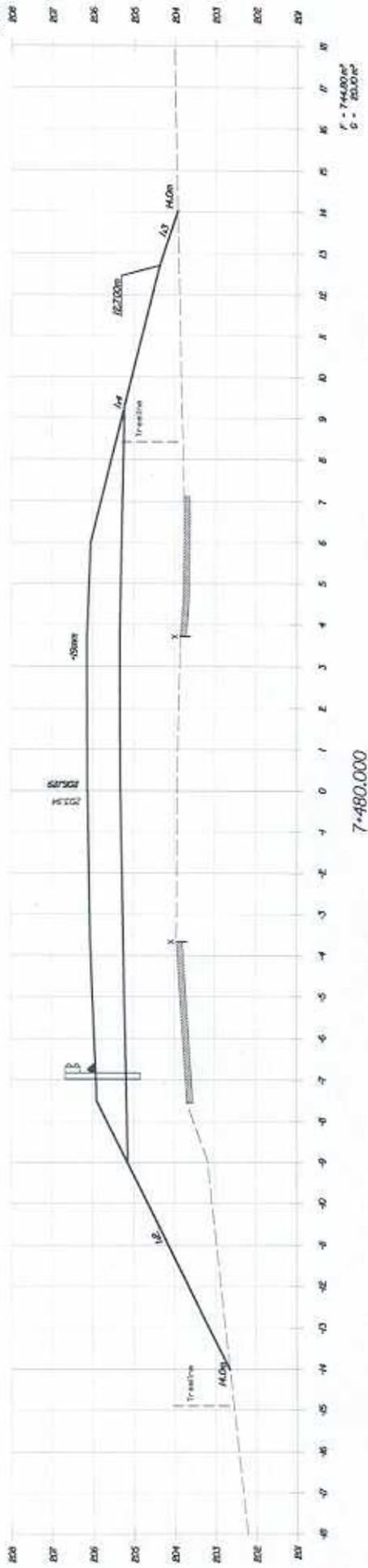


7+460,000

1:200

IMETRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.

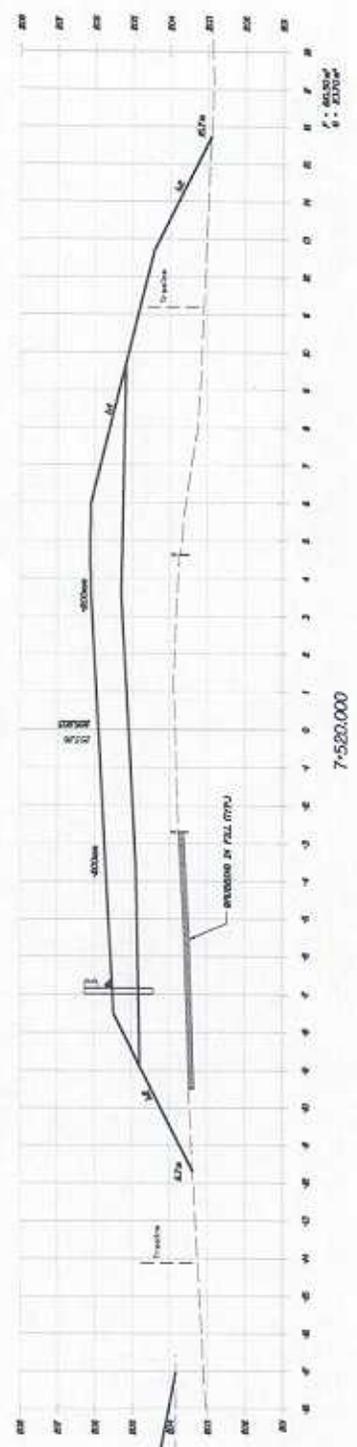
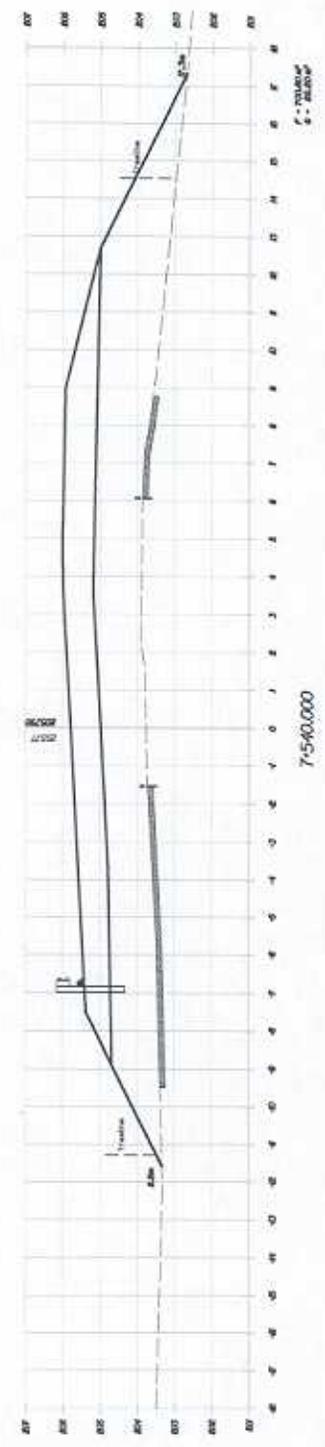
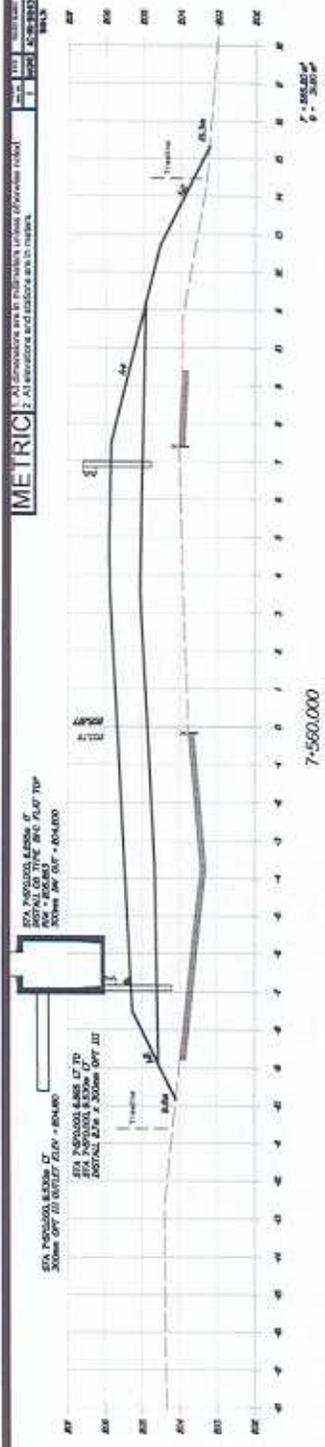
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994.3	1	M:V = 1:1
NO. 10-79833		



N.T.S.

METRIC 1. All dimensions are in millimeters unless otherwise noted. 2. All elevations and stationing are in meters.

DATE	ISSUE	DESCRIPTION
10/20/00	1	AS-BUILT
10/20/00	2	REVISED



1:200

METRIC

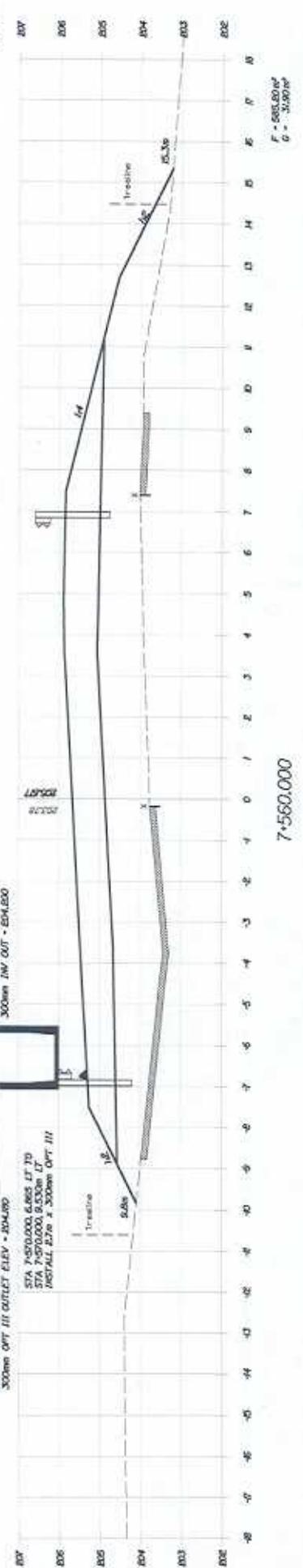
1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and stations are in meters.

DATE	BY	CHECKED	SCALE
11/11/11	MM	MM	1:1
PROJECT		SHEET	
S-101-101		S-101-101	

STA 7+570.000 6.85% 1/2
 300mm PVC PIPE BPC FLAT TOP
 ROW = 805.463
 300mm INV OUT = 804.800

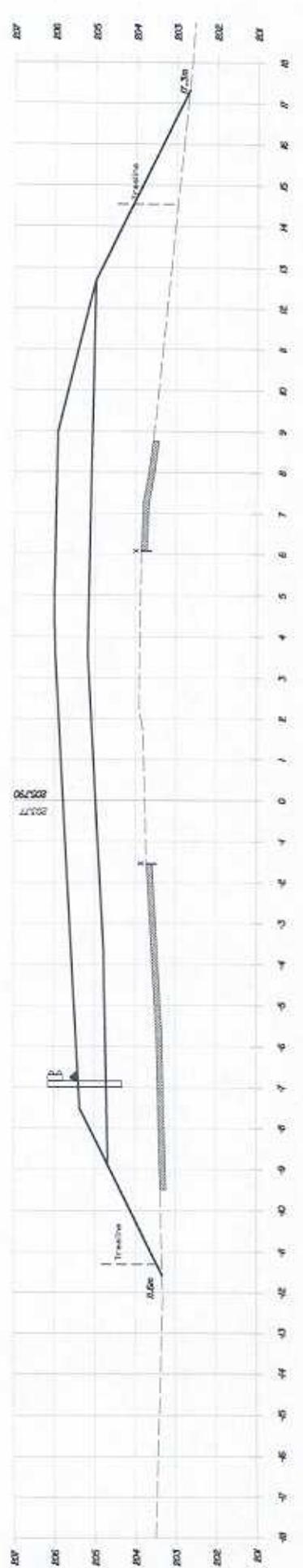
STA 7+570.000 8.530m LT
 300mm CRT III OUTLET ELEV = 804.790

STA 7+570.000 6.86% 1/2 TO
 STA 7+570.000 8.530m LT
 160' PAL 2.576 x 300mm CRT III



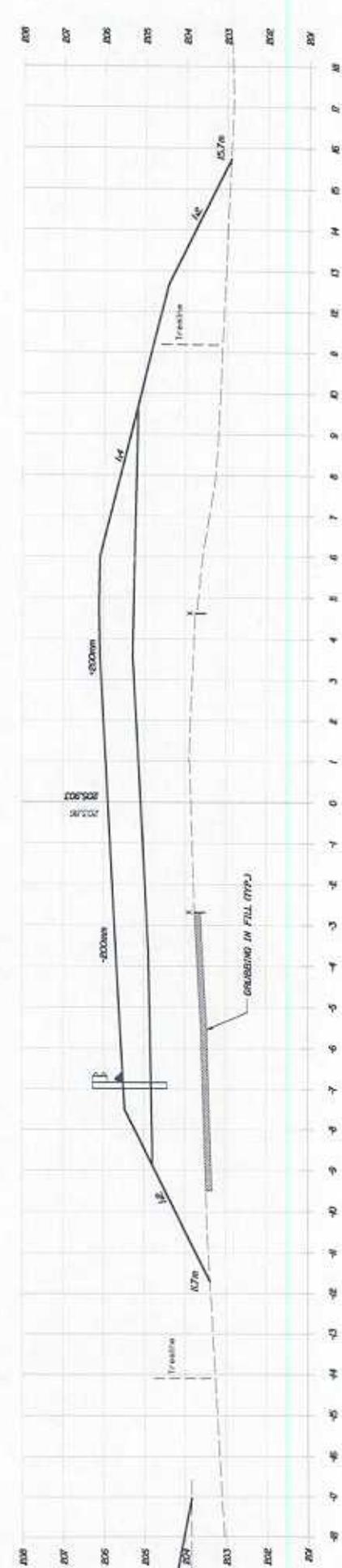
7+560.000

F = 885.80 m²
 G = 5.90 m²



7+540.000

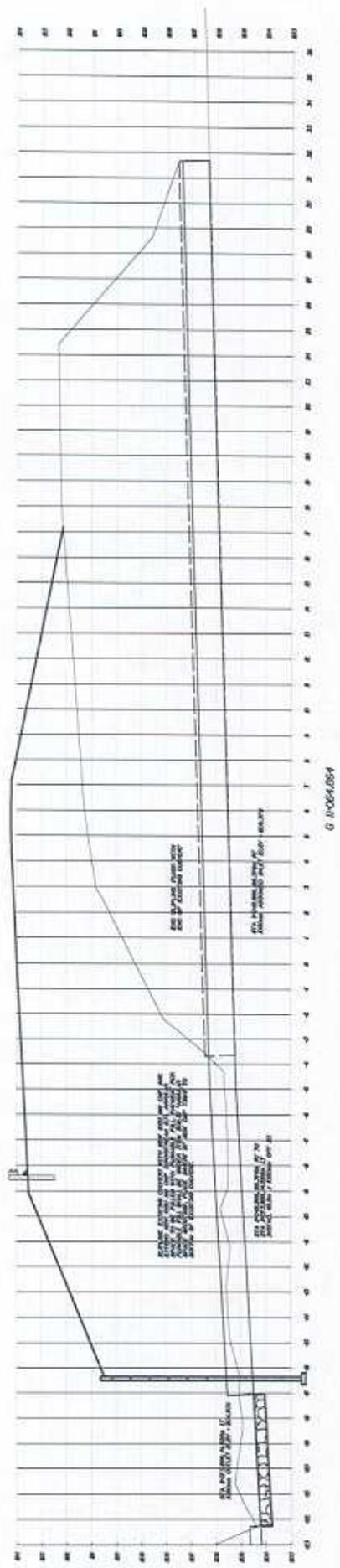
F = 700.60 m²
 G = 86.80 m²



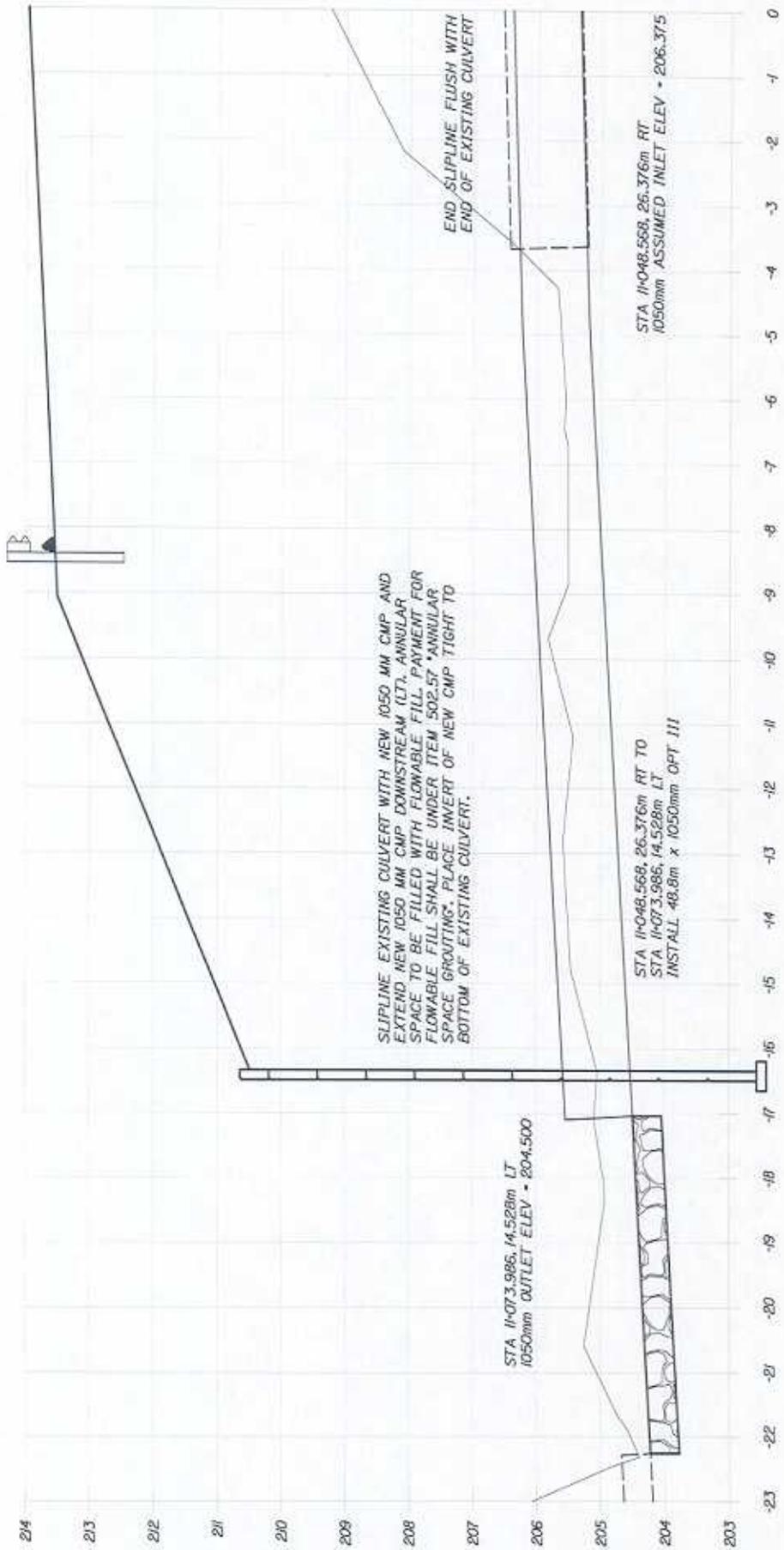
7+520.000

F = 600.60 m²
 G = 83.70 m²

N.T.S.

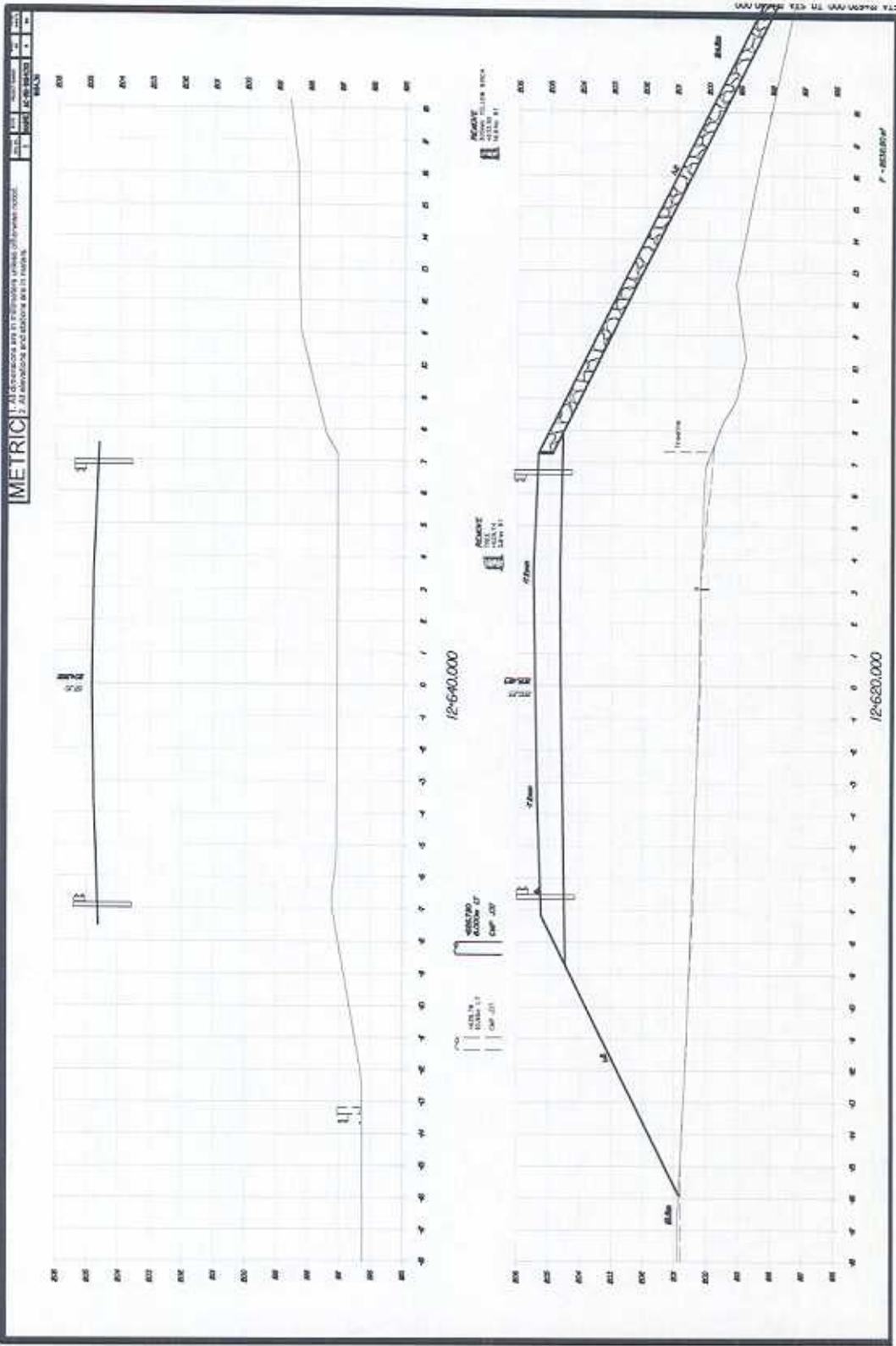


1:200



11-064.864
PIPE

n.t.s.



1:200

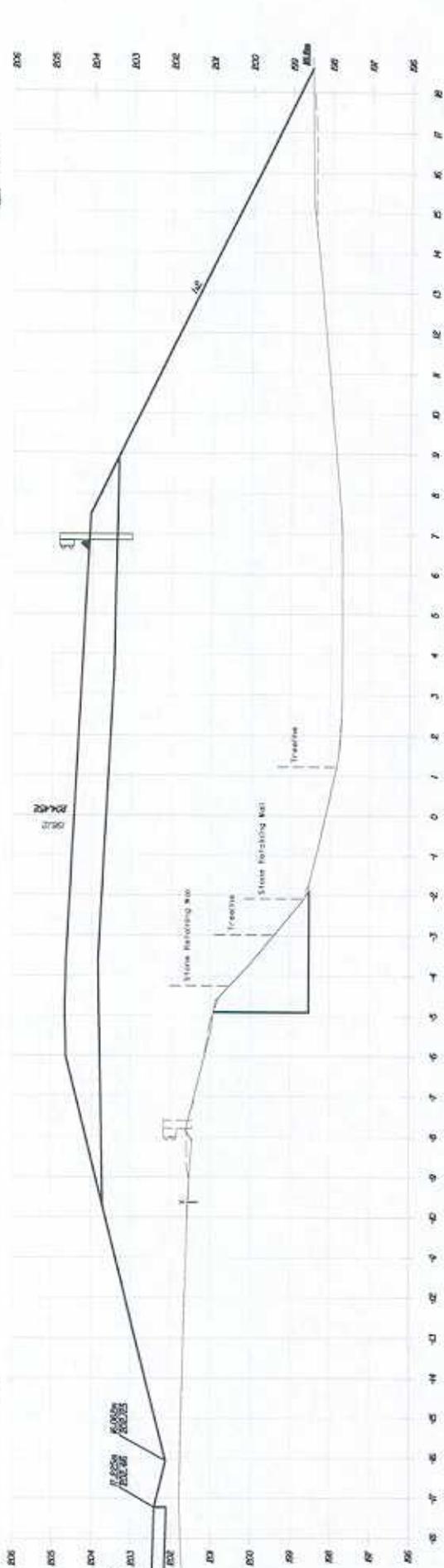
METRIC 1. All dimensions are in millimeters unless otherwise noted.
 2. All elevations and elevations are in meters.

DATE	NO.	BY	REVISION
1	1	MUE	AC-RE-29433

18130

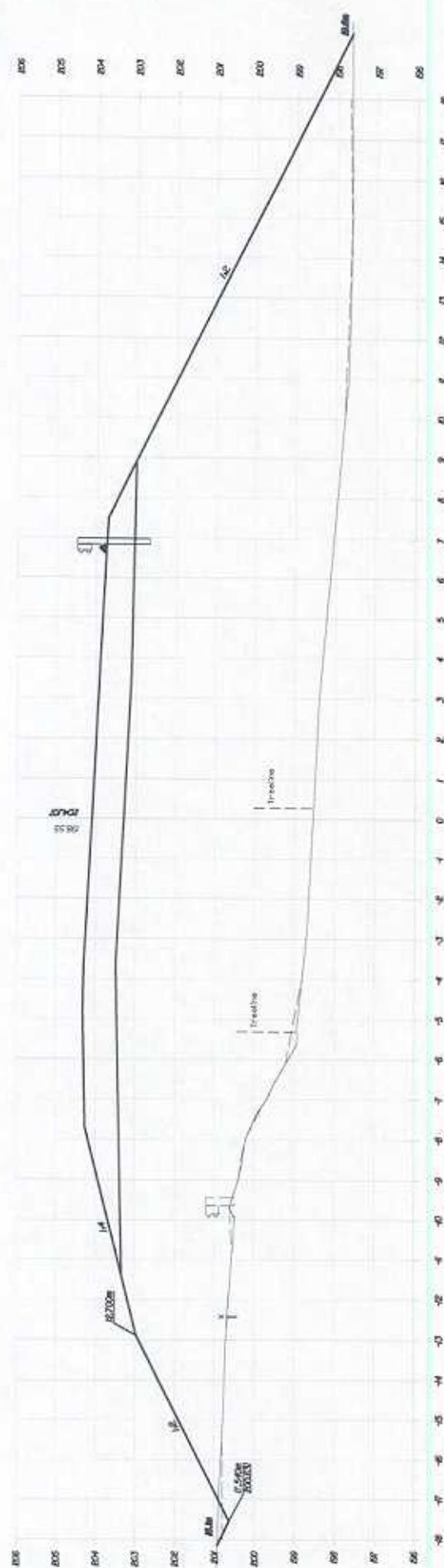
REMOVE
 100%
 10.00m RT

407.000
 21.100m LT
 433.070 RT



1:2,800,000

REMOVE
 100%
 10.00m RT



1:2,800,000

REMOVE
 100%
 10.00m RT

N.T.S.

IMPERIAL

1. All drawings are to include the following items:
2. All drawings and reports are to be:

DATE	REVISED	BY	REASON
1			



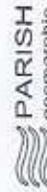
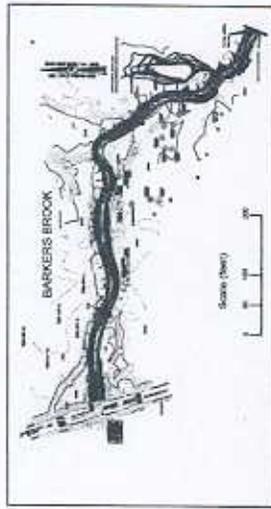
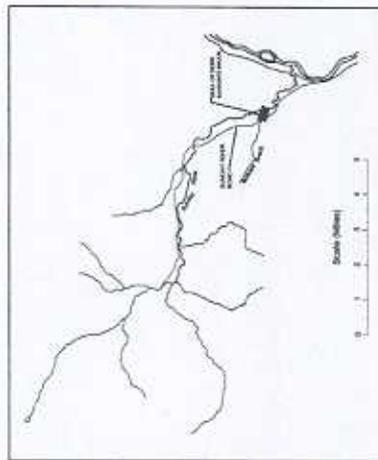
State of Maine Department of Transportation



Bethel-Gilead, U.S. Route 2 (Barkers Brook Restoration) A Wetland Compensation Project Oxford County

Project No. NH-9184(400)E

Index	
Sheet 1	Cover Sheet
Sheet 2	Materials and Quantities
Sheet 3	Planform
Sheet 4	Construction Accesses & Stabilization
Sheet 5	Plan and Profile
Sheet 6	Grading Plan
Sheet 7	Wetland Enhancement
Sheet 8	Cross-sections
Sheet 9	Planting Plan
Sheet 10	Details



APPROVED

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

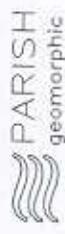
[Signature] 1/16/07
[Signature] 1/16/07

United States
Department of Transportation
Federal Highway Administration
Page 1
APPROVED

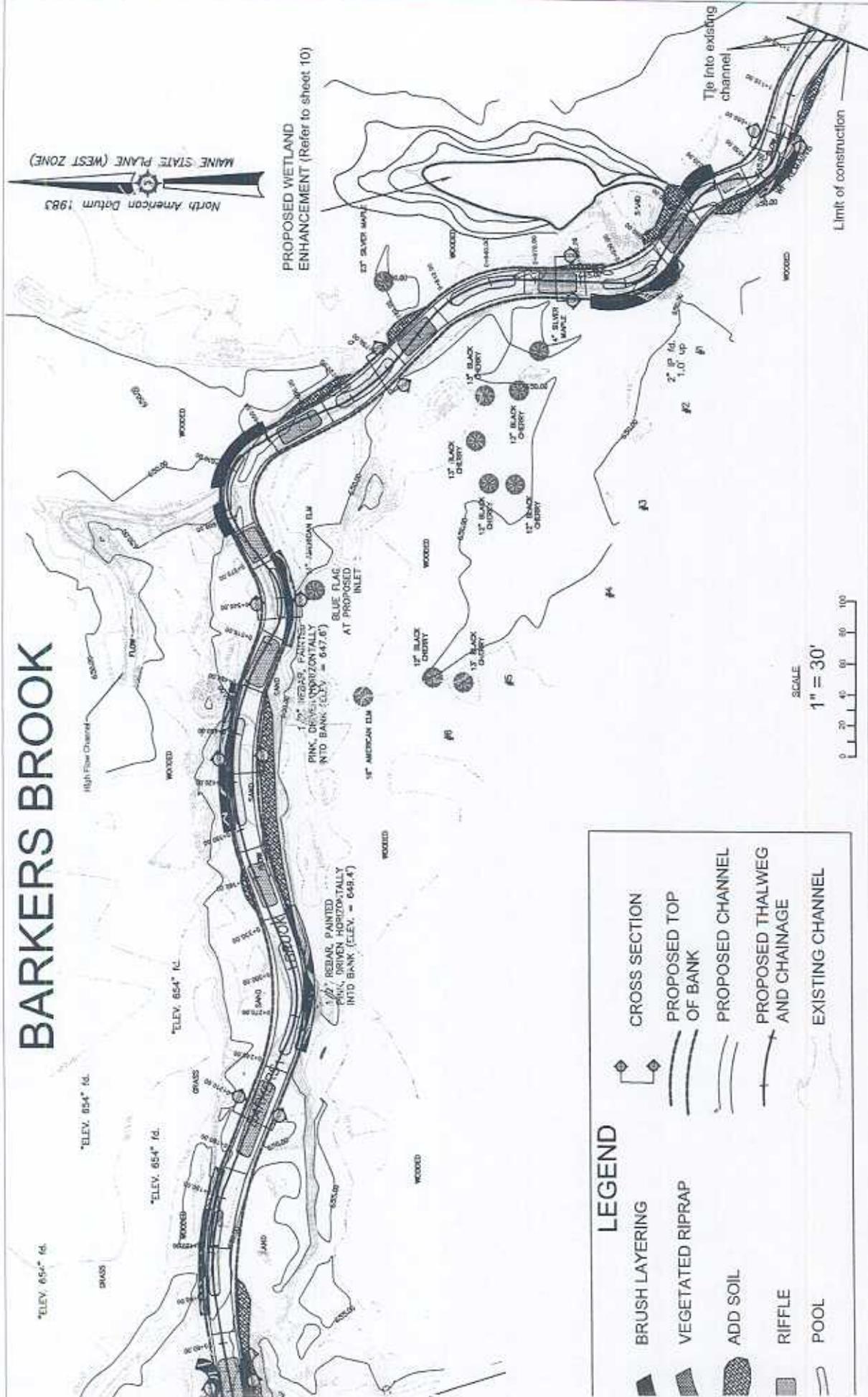
DATE: Jan. 17, 2007

Barkers Brook - Estimated Quantities and Associated Costs

Item No.	Description	Quantity	Units
201.11	Clearing	0.9	AC
203.2	Common Excavation (Stream Pools)	200	CY
203.2	Common Excavation (Wetland)	560	CY
203.25	Granular Borrow	145	CY
304.1	Aggregate Sub Base - Coarse Gravel	100	CY
610.1	Vegetated Rip Rap	12	CY
610.21	River Stones - Riffles	320	CY
610.25	Stream - Pools	1	LS
610.60	Barrier Boulder	10	EA
615.07	Loam	250	CY
618.1401	Seeding (No. 2 Mix)	20	UN
618.143	Special Seeding (Floodplain Mix)	13	UN
618.143	Special Seeding (Wetland Mix)	14	UN
620.60	Seperation Geotextile	2900	SY
621.01	Evergreen Trees (8 Inch - 12Inch)	42	EA
621.101	Herbaceous Plug Plantings	200	EA
621.245	Large Deciduous Trees (2 foot - 3 foot) Group A	259	EA
621.52	Deciduous Rooted Cuttings (8 Inch - 12 Inch)	42	EA
621.54	Deciduous Shrubs (18 inch - 24 inch) Group A	1170	EA
621.8	Establishment Period	1	LS
621.95	Brush Layering	320	SY
621.96	Engineered Log Jam (Wetland)	1	LS
621.97	Engineered Woody Debris (Wetland)	1	LS
629.05	Hand Labour, Straight Time	4	HR
631.12	All Purpose Excavator (Including Operator)	4	HR
631.172	Truck - Large (Including Operator)	2	HR
631.18	Chainsaw (Including Operator)	1	HR
652.34	Cone	12	EA
652.35	Construction Signs	100	SF
652.361	Maintenance of Traffic Control Devices	(40) 1	(CD) LS
652.38	Flagger	20	HR
656.75	Temporary Soil Erosion and Water Pollution Control	1	LS
659.1	Mobilization	1	LS

Window	As Shown	State of Maine	Barkers Brook
- 10/01/06	APPROVALS	Department of Transportation	Materials and Quantities
			
		PROJECT No. NH-9184(400)E	NO 2 * 10

BARKERS BROOK



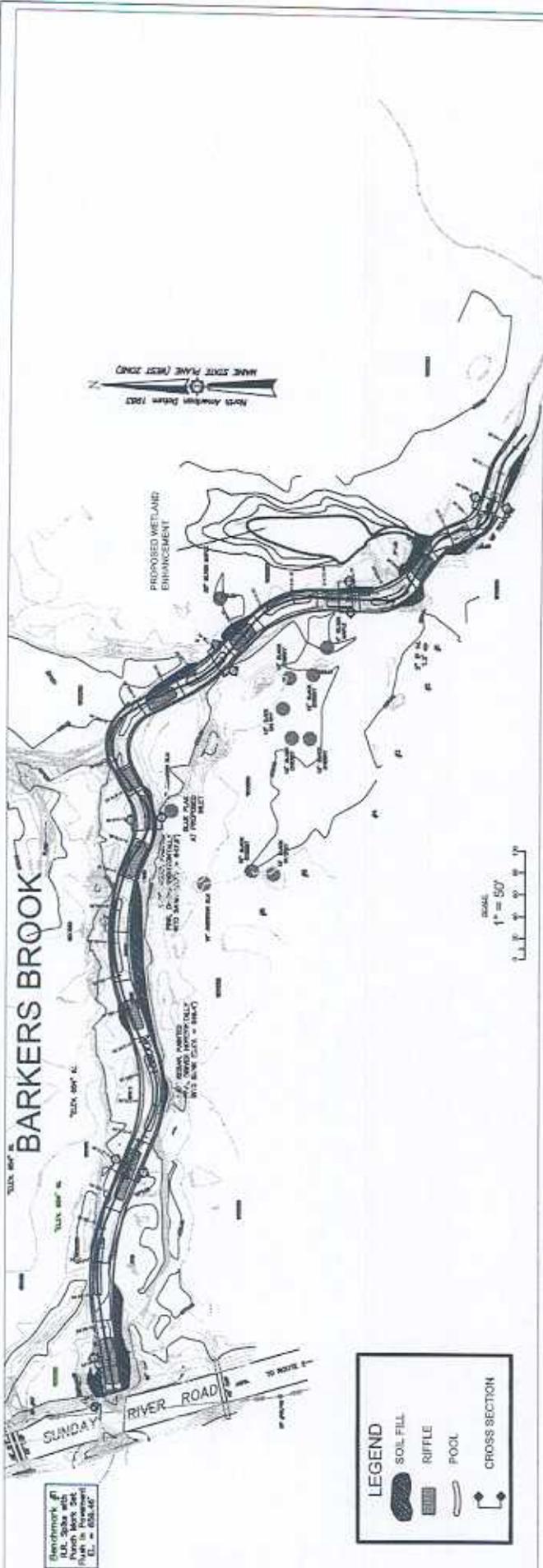
LEGEND

	BRUSH LAYERING
	VEGETATED RIPRAP
	ADD SOIL
	RIFFLE
	POOL
	CROSS SECTION
	PROPOSED TOP OF BANK
	PROPOSED CHANNEL
	PROPOSED THALWEG AND CHAINAGE
	EXISTING CHANNEL

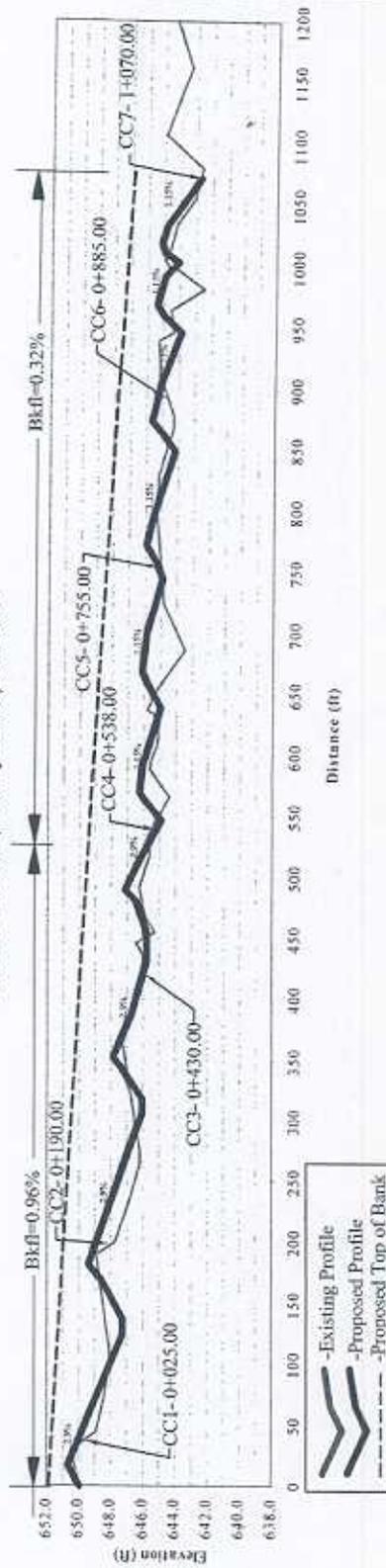


State of Maine Department of Transportation		Barkers Brook Planform	
As Shown APPROVALS		PROJECT NO. NH-9184(400)E	
REVISING: No. Date By		SHEET NO. 3 OF 10	
PARISH geomorphic		PROJECT NO. NH-9184(400)E	

for River Road Culvert to remain undisturbed. All damage during construction to be repaired at cost by the contractor to the approval of the using vegetation to be protected where possible.



Existing and Proposed Longitudinal Profile
Barkers Brook (Sunday River) 0-1200ft



Design		D.O.	JP	State of Maine		Barkers Brook
Drawn	D.O.	JP	Department of Transportation		Profile	
Site	APP/VALS	Date		PROJECT NO. NH-980430E SHEET 5 OF 10		
REV		DATE	BY	PARISH geographic		
1	10/1/2009	02	REVISED	REVISED		
2	10/1/2009	02	REVISED	REVISED		
3	10/1/2009	02	REVISED	REVISED		
4	10/1/2009	02	REVISED	REVISED		

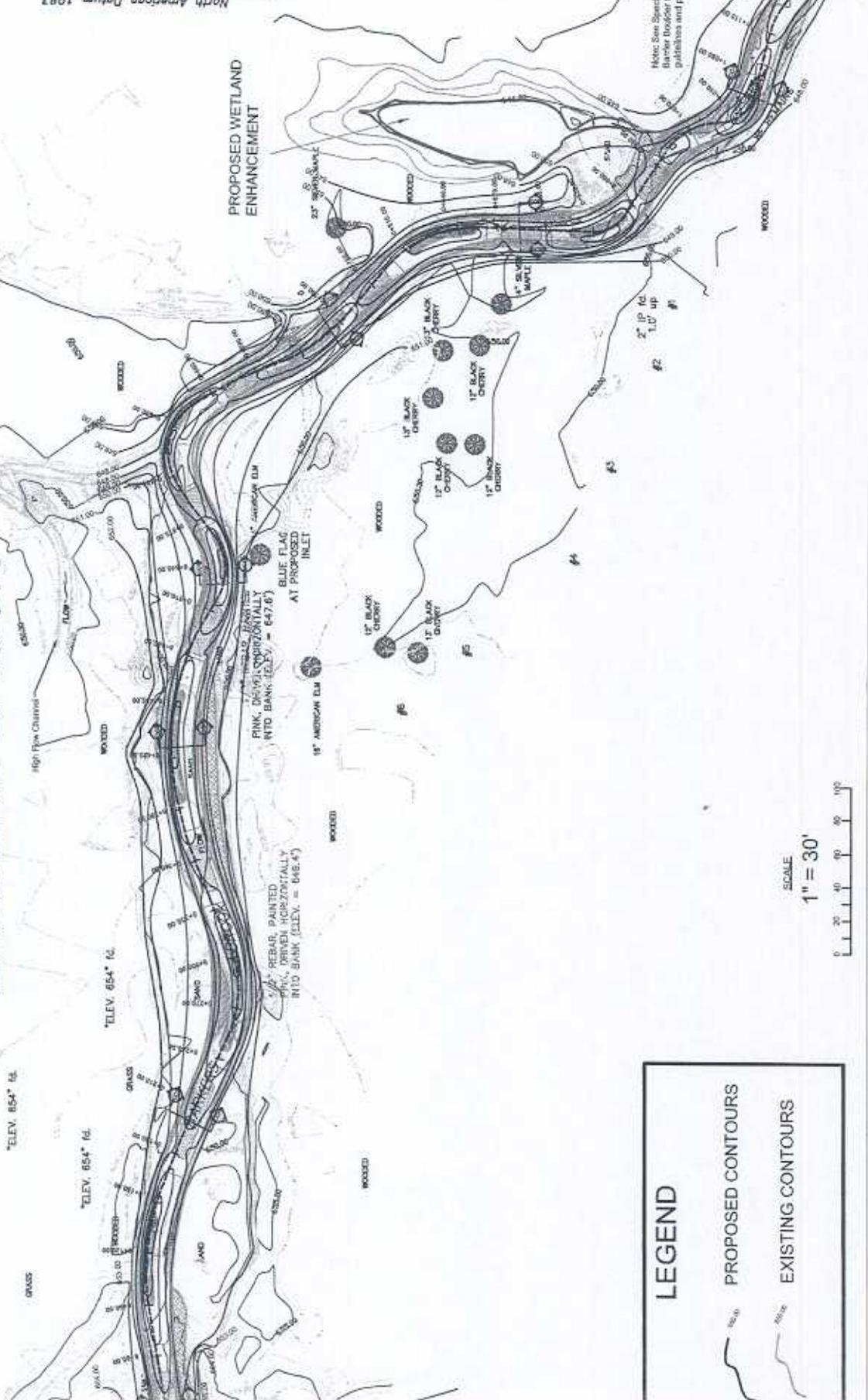
BARKERS BROOK

North American Datum 1983
Maine State Plane (West Zone)



PROPOSED WETLAND
ENHANCEMENT

Note: See Special Provision 610
Barber Booklet for installation
guidelines and payment formulas.



LEGEND

PROPOSED CONTOURS

 EXISTING CONTOURS

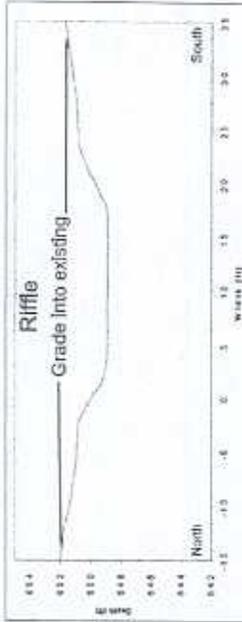


To be reviewed on site. Official records must be inspected by a surveyor to ensure there are no paper errors (e.g., scale sections) or discrepancies (irregular contours).		State of Maine Department of Transportation		Bankers Brook Grading Plan	
No. Date By 1. 01/20/05 J.S. [REVISOR]		As Shown APPROVALS		PROJECT NO. ME-91B4(400)E	
No. Date By 2. 01/20/05 J.S. [REVISOR] 3. 01/20/05 J.S. [REVISOR] 4. 01/20/05 J.S. [REVISOR] 5. 01/20/05 J.S. [REVISOR]		No. Date By 1. 01/20/05 J.S. [REVISOR]		SHEET NO. 6 OF 10	
1. 01/20/05 J.S. [REVISOR] 2. 01/20/05 J.S. [REVISOR] 3. 01/20/05 J.S. [REVISOR] 4. 01/20/05 J.S. [REVISOR]		No. Date By 1. 01/20/05 J.S. [REVISOR]		PARISH geomorphic	

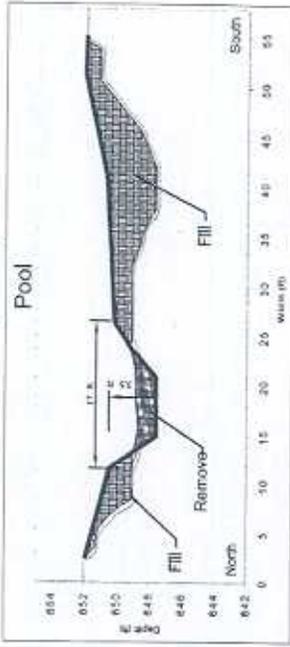
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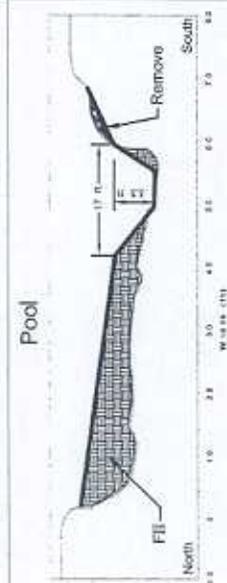
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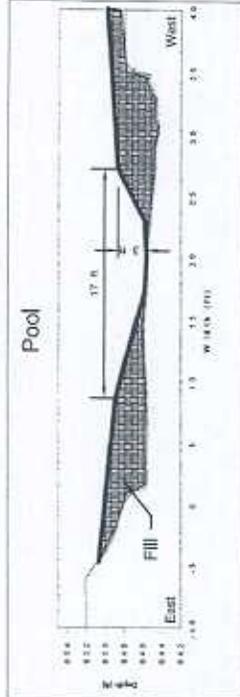
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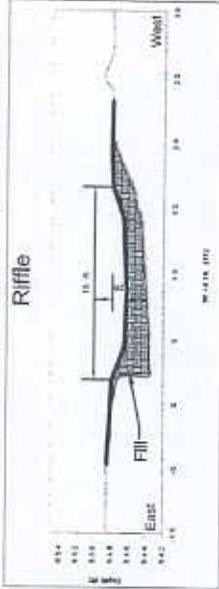
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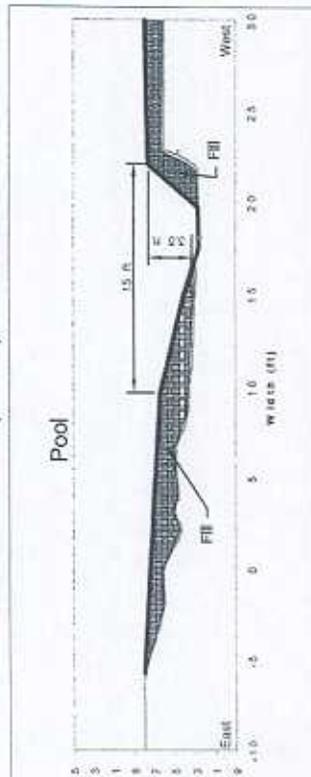
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Cross-section (CC6) 0+882.00



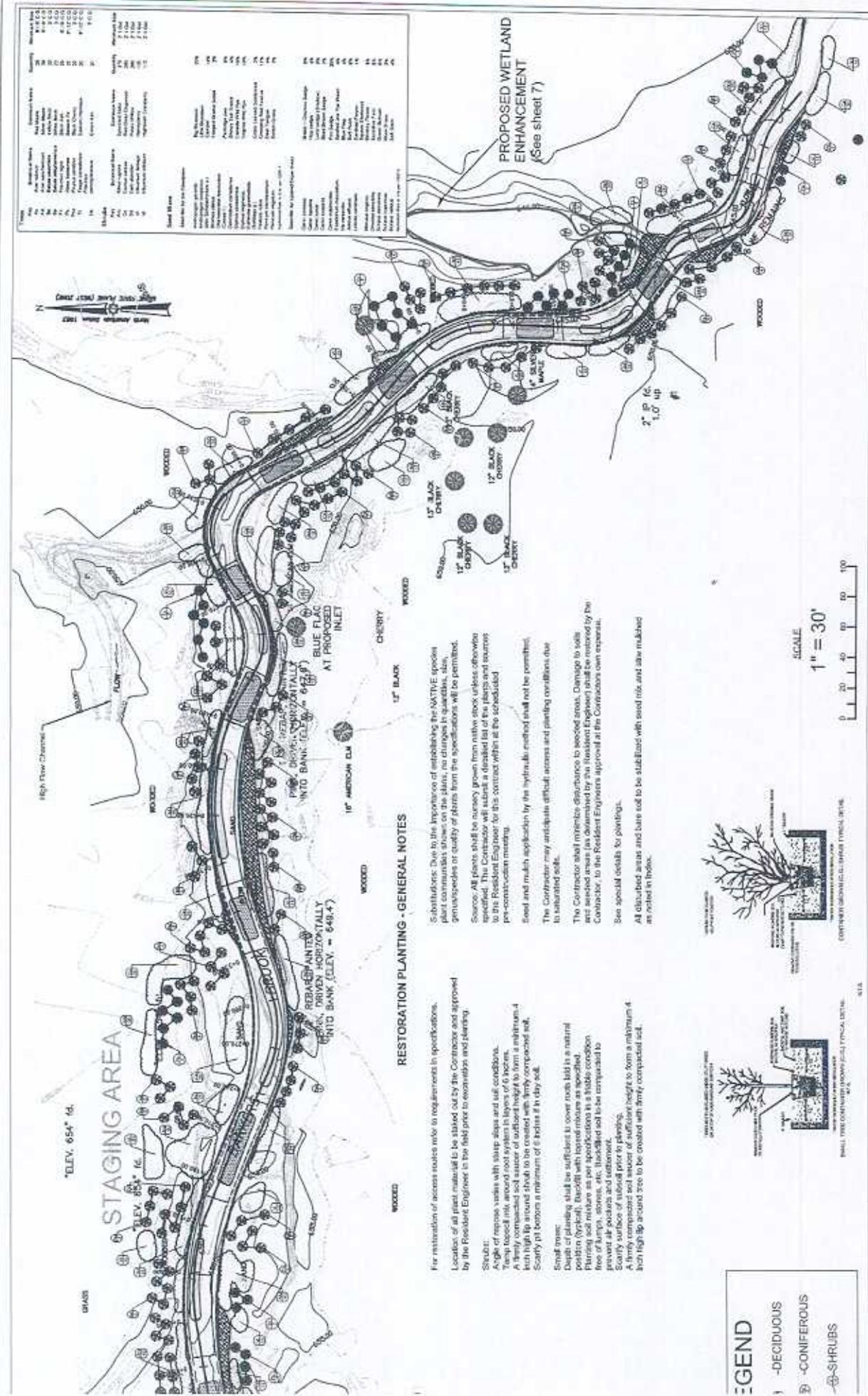
Cross-section (CC7) 1+068.00



Legend

- Existing Channel
- Proposed Channel
- Fill Soil
- Remove Soil

<p>Design: E.B. Checked: J.P. Drain: D.D. Checked: J.P. Rev: JERRY (J.P.) Rev: NEW JERRY (J.P.) OR: PLO.</p>		<p>As Shown APPROVALS</p>		<p>State of Maine Department of Transportation</p>		<p>Bankers Brook Cross-sections</p>	
<p>NO. DATE BY</p> <p>1 2/24/2010 J.S. (checked and approved)</p> <p>2 3/10/2010 D.S. (checked and approved)</p> <p>REVISED</p>		<p>APPROVALS</p>		<p>PARISH geographic</p>		<p>PROJECT No: NH-9184(400)E</p>	
		<p>DATE: _____</p>		<p>DATE: _____</p>		<p>NO. 8 10</p>	



Symbol	Plant Name	Quantity	Notes
(1)	17' BLACK CHERRY	100	
(2)	14' BLACK CHERRY	50	
(3)	12' BLACK CHERRY	25	
(4)	10' AMERICAN OLM	10	
(5)	17' BLACK CHERRY	10	
(6)	17' BLACK CHERRY	10	
(7)	17' BLACK CHERRY	10	
(8)	17' BLACK CHERRY	10	
(9)	17' BLACK CHERRY	10	
(10)	17' BLACK CHERRY	10	
(11)	17' BLACK CHERRY	10	
(12)	17' BLACK CHERRY	10	
(13)	17' BLACK CHERRY	10	
(14)	17' BLACK CHERRY	10	
(15)	17' BLACK CHERRY	10	
(16)	17' BLACK CHERRY	10	
(17)	17' BLACK CHERRY	10	
(18)	17' BLACK CHERRY	10	
(19)	17' BLACK CHERRY	10	
(20)	17' BLACK CHERRY	10	
(21)	17' BLACK CHERRY	10	
(22)	17' BLACK CHERRY	10	
(23)	17' BLACK CHERRY	10	
(24)	17' BLACK CHERRY	10	
(25)	17' BLACK CHERRY	10	
(26)	17' BLACK CHERRY	10	
(27)	17' BLACK CHERRY	10	
(28)	17' BLACK CHERRY	10	
(29)	17' BLACK CHERRY	10	
(30)	17' BLACK CHERRY	10	
(31)	17' BLACK CHERRY	10	
(32)	17' BLACK CHERRY	10	
(33)	17' BLACK CHERRY	10	
(34)	17' BLACK CHERRY	10	
(35)	17' BLACK CHERRY	10	
(36)	17' BLACK CHERRY	10	
(37)	17' BLACK CHERRY	10	
(38)	17' BLACK CHERRY	10	
(39)	17' BLACK CHERRY	10	
(40)	17' BLACK CHERRY	10	
(41)	17' BLACK CHERRY	10	
(42)	17' BLACK CHERRY	10	
(43)	17' BLACK CHERRY	10	
(44)	17' BLACK CHERRY	10	
(45)	17' BLACK CHERRY	10	
(46)	17' BLACK CHERRY	10	
(47)	17' BLACK CHERRY	10	
(48)	17' BLACK CHERRY	10	
(49)	17' BLACK CHERRY	10	
(50)	17' BLACK CHERRY	10	

Symbol	Plant Name	Quantity	Notes
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(9)	17' BLACK CHERRY	10	
(10)	17' BLACK CHERRY	10	
(11)	17' BLACK CHERRY	10	
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(13)	17' BLACK CHERRY	10	
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(15)	17' BLACK CHERRY	10	
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(17)	17' BLACK CHERRY	10	
(18)	17' BLACK CHERRY	10	
(19)	17' BLACK CHERRY	10	
(20)	17' BLACK CHERRY	10	
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(47)	17' BLACK CHERRY	10	
(48)	17' BLACK CHERRY	10	
(49)	17' BLACK CHERRY	10	
(50)	17' BLACK CHERRY	10	

PROPOSED WETLAND ENHANCEMENT
(See sheet 7)

RESTORATION PLANTING - GENERAL NOTES

For restoration of access routes refer to requirements in specifications.

Location of all plant material to be staked out by the Contractor and approved by the Resident Engineer in the field prior to excavation and planting.

Staked:
Angle of repose varies with slope steepness and soil conditions.
Trench spaced into around root system in layers of 6 inches.
A firmly compacted soil surface of sufficient height to form a minimum 4 inch high around stake to be proposed soil.
Stake height to be a minimum of 4 inches & in 4 by 4.

Small trees:
Depth of planting shall be sufficient to cover roots held in a natural position (vertical), backfill with loamed mixture as specified.
Planting soil mixture as per specifications in a suitable condition free of lumps, stones, etc. Backfilled soil to be compacted to prevent air pockets and settlement.
Sloppy surface of staked prior to planting.
A firmly compacted soil surface of sufficient height to form a minimum 4 inch high around stake to be created with firmly compacted soil.

GENERAL NOTES

Substitutions: Due to the importance of establishing the NATIVE species plant communities shown on the plans, no substitutions will be permitted, penultimate or quality of plants from the specifications will be permitted.

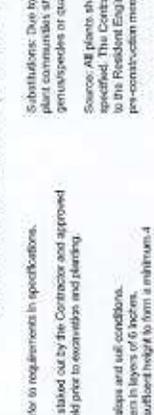
Source: All plants shall be nursery grown from native stock unless otherwise specified. The Contractor will submit a detailed list of the plants and sources to the Resident Engineer for the contract within at the scheduled pre-construction meeting.

Seed and mulch application by the hydraulic method shall not be permitted. The Contractor may anticipate difficult access and planting conditions due to saturated soils.

The Contractor shall minimize disturbance to seeded areas. Damage to soils and seeded areas (as determined by the Resident Engineer) shall be restored by the Contractor, to the Resident Engineer's approval at the Contractor's own expense.

See special details for planting.

All obstructed areas and base soil to be stabilized with seed rice and straw mulch as noted in notes.



Design	Check	JP
Draw	D.S.	JP
Draw	DATE	BY
1	1/11/10	JP
2	1/11/10	JP
3	1/11/10	JP
4	1/11/10	JP
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47	1/11/10	JP
48	1/11/10	JP
49	1/11/10	JP
50	1/11/10	JP

LEGEND

- (1) - DECIDUOUS
- (2) - CONIFEROUS
- (3) - SHRUBS

Scale
1" = 30'

Scale
0 20 40 60 80 100

Scale
0 20 40 60 80 100

Scale
0 20 40 60 80 100

PROJECT NO.
NH-9184(400)E

SHEET NO.
9 of 10

State of Maine
Department of Transportation

PARISH
Geomatics

Kleinschmidt

As Shown
APPROVALS

REVISIONS

No.	Date	By	Description
1	1/11/10	JP	Contract Job 8 and 10
2	1/11/10	JP	Added on work
3	1/11/10	JP	Revised notes
4	1/11/10	JP	Added on change notes

Scale
0 20 40 60 80 100



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION
Bethel, Oxford County
ROUTE 2 UPGRADE
L-23115-TH-A-N (approval)

) NATURAL RESOURCES PROTECTION
) FRESHWATER WETLAND & STREAM
) WATER QUALITY CERTIFICATION
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A *et seq.* and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of the DEPARTMENT OF TRANSPORTATION (MDOT) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In 2003, the applicant submitted two Natural Resources Protection Act Permit by Rule Notification Forms, Chapter 305, Section 11 State Transportation Facilities, for the end segments of the Route 2 reconstruction project. The applicant filled 7,106 square feet of wetlands of special significance, 3,037 square feet of forested freshwater wetlands and 1,078 square feet of stream channel associated with the first section of the project in Bethel. The applicant filled 2,313 square feet of freshwater wetlands of special significance and 333 square feet of stream channel associated with the Gilead section of the project.

B. Summary: The applicant is proposing to reconstruct the middle section of Route 2, bridging the gap between the two previously constructed ends. This gap section is approximately 6.16 miles long. The applicant intends to change the road alignment and change road grades to correct existing deficiencies and address safety concerns. The existing roadway does not meet highway safety standards. The applicant will reconstruct the existing bridges over the Pleasant River and the Wild River, and add rip rap around the existing bridge over Bog Brook. Existing culverts will be upgraded and/or replaced in seven streams, including Wheeler Brook. Fleming Road, a secondary road connecting to Route 2, will be re-aligned by installing a new culvert in Ordway Brook, removing the fill and culvert associated with the existing crossing and recreating 131 feet of new channel. The proposed project will fill approximately 34,069 square feet of freshwater wetlands of special significance, 21,737 square feet of forested freshwater wetlands, 13,956 square feet of stream channel and it will alter an additional 24,300 square feet of wet meadow wetland. To mitigate for impacts to both freshwater wetlands and streams, the applicant proposes to reconstruct approximately 1,140 linear feet of Barker's Brook, reconnect the brook to its floodplain and enhance a forested wetland, for a total of 2.56 acres of compensation. The applicant submitted plans outlining the proposed Route 2 project, the reconstruction of Ordway Brook and the proposed mitigation project along Barker's Brook. The project site is the segment of Route 2 between Bethel and Gilead.

Cumulative impacts for all three sections of the project total: 43,488 square feet of fill in freshwater wetlands of special significance, 24,774 square feet of fill in forested freshwater

wetlands, 15,367 square feet of altered stream channel and 24,300 square feet of alteration in a wet meadow wetland.

C. Current Use of the Site: The project site is Route 2, which carries east-west traffic in this part of the State. Barker's Brook crosses under the Sunday River Road and carries water to the Sunday River.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site.

The proposed project is located in Bog Brook, Ordway Brook, Wheeler Brook, the Pleasant River and the Wild River, which are public natural resources visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. Route 2 is the major east-west traffic route in this area. The surrounding land is a mixture of residential development and undeveloped forest. The applicant stated that the reconstructed road will have a similar appearance to the existing road. In some locations it will be wider or the grade will be different but from the adjoining scenic resources, the view will be unchanged.

Department staff visited the project site on July 27, 2006. The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

The applicant proposes to follow its Best Management Practices for Erosion and Sediment Control (BMP). Permanent erosion controls are shown on the submitted plans. MDOT will require the contractor to write an Erosion Control Plan outlining the temporary measures to be used during project construction. The Temporary Erosion Control Plan will be required to comply with Section II.B Guidelines for Sensitive Waterbodies in MDOT's BMP Manual. The contractor will also be required to submit the temporary erosion control plan to the applicant for review prior to project construction.

The applicant submitted a copy of the BMP manual, including Section II.B. Provided that the BMP manual is followed during project construction, the Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife reviewed the proposed project and stated that there are no Essential or Significant Wildlife Habitats at the project site. The streams that will be impacted by this project contain a number of fish. To minimize impacts of the fisheries, IF&W stated that culvert installations should occur between July 1 and September 30 and that

fish passage should not be impeded. IF&W further stated that, to insure adequate fish passage, culverts should be imbedded 6 inches into the sediment. IF&W staff requested that the applicant notify them before construction of the new channel for Ordway Brook to set up a site visit and to inform them of the date of channel construction.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life provided that the culverts are installed between July 1 and September 30, that the culverts are imbedded in the stream bed at least 6 inches and that the applicant contacts IF&W to set up a site visit before the new channel for Ordway Brook is constructed and to inform IF&W of the date of construction for the new Ordway Brook channel.

5. WATER QUALITY CONSIDERATIONS:

The applicant proposes to install cofferdams and dewater the area of any poured pilings or abutments. The applicant also proposes to treat the affected water for pH in accordance with the Memorandum of Agreement between the applicant and the Department.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to fill a total of 43,488 square feet of freshwater wetlands of special significance, 24,774 square feet of forested freshwater wetlands and 15,367 square feet of stream channel to reconstruct Route 2 between Bethel and Gilead. The applicant also proposes to alter an additional 24,300 square feet of wet meadow wetland to construct the proposed compensation project.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for an Individual permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternatives analysis for the proposed project as Exhibit 10 in the application. The results of the alternatives analysis indicate that the "do nothing" alternative is not feasible given the deficiencies in the roadway and safety concerns. The proposed alternative corrects the deficient sub base and pavement and improves sight distances, safety, and drainage and ride ability. The proposed alternative reduces shoulder width to minimize impacts to adjacent wetlands while still meeting the project purpose and need.

B. Minimal Alteration. The amount of freshwater wetland and streams to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant reduced the widths of the shoulders and increased the side slopes of fill. The applicant will utilize either 2:1 or 1.5:1 side slopes in the wetland and stream crossings. In cases where the slopes will be 1.5:1, they will be stabilized with rip rap and a guardrail will be installed at the shoulder. Bridges were designed to minimize the number of pilings in the water.

C. Compensation. In accordance with Chapter 310(5)(C), compensation is required to achieve the goal of no net loss of freshwater wetland and stream functions and values. The applicant submitted a functional assessment of the freshwater wetland along the project corridor. Many of the wetlands are associated with streams. The principal functions and values of the impacted wetlands include: Floodflow Alteration, Fish and Shellfish Habitat and Wildlife Habitat. To compensate for lost functions and values, the applicant proposes to restore a length of Barker's Brook by reconstructing the channel and increasing the connection with the floodplain. The applicant proposes to restore and enhance approximately 2.56 acres of stream habitat, floodplains and freshwater wetlands, including approximately 1,140 linear feet of brook, beginning at the downstream side of the Sunday River Road crossing and almost reaching the brook's confluence with the Sunday River.

The compensation project is described in a report prepared by Parish Geomorphic Ltd., entitled "Wetland Mitigation Plan" and dated April 2006. The applicant obtained construction easements from abutting property owners to do the restoration work and secured a conservation easement with the landowners to protect the area after construction. Access to the compensation site is from an adjacent wet meadow wetland. The applicant proposes to temporarily impact 24,300 square feet of wet meadow wetland for the staging area associated with the restoration project. A geotextile fabric will be placed between the surface of the wet meadow and any fill necessary to support the equipment. The fill and geotextile will be removed once construction is complete. The restoration area and the staging area will be monitored for a period of five years and an annual monitoring report submitted to the Department. The applicant also intends to submit an as-built plan of the compensation area to the Department along with the first year's monitoring report.

The Department finds that the applicant has avoided and minimized freshwater wetland and stream impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment provided that the project is constructed according to the applicant's Section II.B Guidelines for Sensitive Waterbodies in the BMP manual.

- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that stream culverts are installed between July 1 and September 30, that they are imbedded in the stream bed at least 6 inches and that the applicant contacts IF&W to set up a site visit before the new channel for Ordway Brook is constructed and to inform IF&W of the date of construction for the new Ordway Brook channel.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of the DEPARTMENT OF TRANSPORTATION to reconstruct Route 2 in Bethel and Gilead as outlined above, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The project shall be constructed in accordance with the applicant's Section II.B Guidelines for Sensitive Waterbodies in its BMP manual.
5. Stream culverts shall be installed between July 1 and September 30 and shall be imbedded in the stream bed at least 6 inches.

- 6. The applicant shall contact IF&W to set up a site visit before the new channel for Ordway Brook is constructed and shall inform IF&W of the date of construction for the new Ordway Brook channel.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 8TH DAY OF November, 2006.

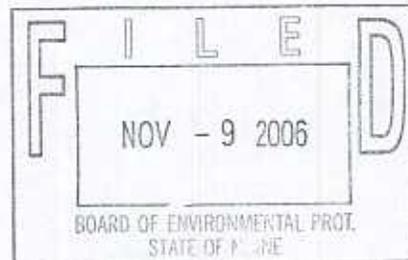
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
 DAVID P. LITTELL, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application June 2, 2006
 Date of application acceptance June 22, 2006

Date filed with Board of Environmental Protection
 DEH/ATS59539/L23115AN





NATURAL RESOURCE PROTECTION ACT (NRPA) STANDARD CONDITIONS

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

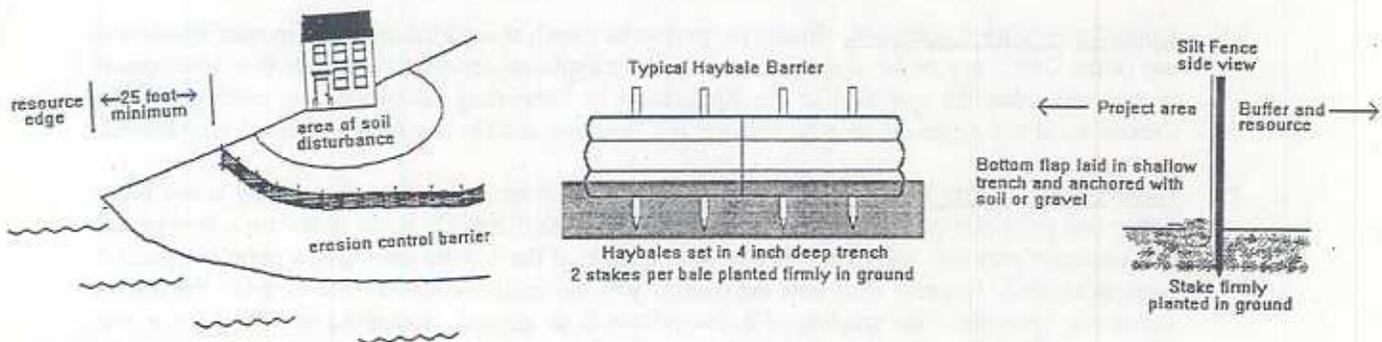
- A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years form the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised (4/92)
DEP LW0428

Erosion Control

Before Construction

1. If you have hired a contractor, make sure you have discussed your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is and where it is located. Most people could identify the edge of a lake or a river. The edges of wetlands, however, are often not obvious. Your contractor may be the person actually pushing dirt around but you are both responsible for complying with the permit.
2. Call around and find sources for your erosion controls. You will probably need silt fence, hay bales and grass seed or conservation mix. Some good places to check are feed stores, hardware stores, landscapers and contractor supply houses. It is not always easy to find hay or straw during late winter and early spring. It may also be more expensive during those times of year. Plan ahead. Purchase a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the activity.
4. If a contractor is installing the barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level along the land slope, whenever possible. This keeps stormwater from flowing to the lowest point of the barrier where it builds up and overflows or destroys it.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops striking the soil that causes a lot of erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. In that situation, stop work and figure out what can be done to prevent more soil from getting past the barrier.

After Construction

1. After the project is complete, replant the area. All ground covers are not equal. For instance, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high maintenance areas. The same mix would not be a good choice for stabilizing a road shoulder or a cut bank that you don't intend to mow.
2. If you finish your project after September 15, then do not spread grass seed. There is a very good chance that the seed will germinate and be killed by a frost before it has a chance to become established. Instead, mulch the site with a thick layer of hay or straw. In the spring, rake off the mulch and seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away.
3. Keep your erosion control barrier up and maintained until the area is permanently stabilized.