Updated 12/01/08

FEDERAL PROJECT

Effective December 1, 2008
Supersedes November 4, 2008

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.

January 30, 2004
Supercedes February 11, 2003

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 infrormation:

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, executers, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of _____

_____

_____and if the Department shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this_____day of _____20_____

WITNESS:

_____

_____

_____

WITNESS

_____

_____

_____

PRINCIPAL:

By_____

By:_____

By:_____

SURETY:

By_____

By:_____

Name of Local Agency: _____

SAMPLE

NOTICE

Bidders:

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

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

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

_____

_____

_____

_____

_____

_____

_____

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_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

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

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

Response:_____

_____

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_____

Response By:_____ Date: _____

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.

MDOTs 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.

____ **Original Submission** **Page ___ of ___**

____ **Revision # _____**

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**

WBE•	DBE•	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 <u>Certified</u> 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

Rev. 1/08

Maine Department of Transportation
Civil Rights Office

Directory of Certified Disadvantaged Business Enterprises

Listing can be found at:
www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php

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 Second Street Bridge Superstructure Replacement in the city of **HALLOWELL**" 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 April 15, 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 bridge project prequalification, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. BH-1561(400)X, PIN 015614.00

Location: In Kennebec County, project is located over Maine Central Railroad on Second Street approximately 0.1 mile north of Winthrop Street.

Scope of Work: Second Street Bridge superstructure replacement and other incidental work.

The basis of award will be section 0001 plus the chosen wearing surface 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 Leanne Timberlake** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans $35.00 ($39.50 by mail). Half size plans $17.50 ($20.50 by mail), Bid Book $10 ($13 by mail), Single Sheets $2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of $30,000.00 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 can be 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
March 25, 2009

STATE OF MAINE
JOHN E. DORITY
No. 2093
LICENSED
PROFESSIONAL ENGINEER

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)

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
	SECTION 0001 COMMON ITEMS					
0010	201.23 REMOVING SINGLE TREE TOP ONLY	2.000 EA				
0020	202.10 REMOVING EXISTING SUPERSTRUCTURE (PROPERTY OF CONTRACTOR)	LUMP	LUMP			
0030	202.15 REMOVING MANHOLE OR CATCH BASIN	2.000 EA				
0040	202.17 REMOVING EXISTING STRUCTURAL CONCRETE	LUMP	LUMP			
0050	203.20 COMMON EXCAVATION	450.000 CY				
0060	203.24 COMMON BORROW	10.000 CY				
0070	203.25 GRANULAR BORROW	94.000 CY				
0080	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	20.000 CY				
0090	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	60.000 CY				
0100	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	550.000 CY				

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS		UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENTALS)	23.000	T				
0120	403.210 HOT MIX ASPHALT 9.5 MM HMA	150.000	T				
0130	403.213 HOT MIX ASPHALT 12.5 MM HMA BASE	82.000	T				
0140	409.15 BITUMINOUS TACK COAT - APPLIED	48.000	G				
0150	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	85.000	CY				
0160	502.25 STRUCTURAL CONCRETE SUPERSTRUCTURE SLABS	LUMP		LUMP			
0170	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALK	LUMP		LUMP			
0180	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	95300.000	LB				
0190	503.13 REINFORCING STEEL, PLACING	95300.000	LB				
0200	504.95 EARTH RETENTION SYSTEM	LUMP		LUMP			
0210	512.081 FRENCH DRAINS	LUMP		LUMP			

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0230	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0240	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN.	400.000 SF				
0250	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN.	4.000 CY				
0260	525.325 DRY-LAID STONE RETAINING WALL	313.000 SF				
0270	527.3032 ENERGY ABSORBING SYSTEM (ET-PLUS) - TYPE 3AA	1.000 EA				
0280	528.9101 GLUE - LAMINATED TIMBER BRIDGE RAIL	LUMP	LUMP			
0290	528.9104 GLUE-LAM TIMBER BRIDGE RAIL, 4 BAR	LUMP	LUMP			
0300	603.159 12 INCH CULVERT PIPE OPTION III	65.000 LF				
0310	604.072 CATCH BASIN TYPE A1-C	1.000 EA				
0320	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	1.000 EA				

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0330	604.30 SPECIAL CATCH BASIN	2.000 EA				
0340	605.09 6 INCH UNDERDRAIN TYPE B	26.000 LF				
0350	606.151 GUARDRAIL TYPE 3AA - SINGLE RAIL	313.000 LF				
0360	606.1722 BRIDGE TRANSITION - TYPE 2	3.000 EA				
0370	606.178 GUARDRAIL BEAM	12.000 LF				
0380	606.191 GUARDRAIL TYPE 3AA - 15 FOOT RADIUS AND LESS	25.000 LF				
0390	606.25 TERMINAL CONNECTOR	1.000 EA				
0400	606.266 TERMINAL END - SINGLE RAIL - CORROSION RESISTANT STEEL	1.000 EA				
0410	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8.000 EA				
0420	606.49 SINGLE CORROSION RESISTANT STEEL POST	3.000 EA				
0430	606.781 LOW VOLUME GUARDRAIL END - TYPE 3AA	1.000 EA				

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0440	606.7911 GUARDRAIL TYPE 3AA - 350 FLARED TERMINAL	1.000 EA				
0450	609.11 VERTICAL CURB TYPE 1	175.000 LF				
0460	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	7.000 LF				
0470	609.234 TERMINAL CURB TYPE 1 - 4 FOOT	3.000 EA				
0480	609.237 TERMINAL CURB TYPE 1 - 7 FOOT	4.000 EA				
0490	609.2371 TERMINAL CURB TYPE 1- 7 FT - CIRCULAR	4.000 EA				
0500	609.38 RESET CURB TYPE 1	320.000 LF				
0510	613.319 EROSION CONTROL BLANKET	65.000 SY				
0520	615.07 LOAM	25.000 CY				
0530	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	1.000 UN				
0540	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	3.000 UN				

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0550	619.1201 MULCH - PLAN QUANTITY	4.000 UN				
0560	619.1401 EROSION CONTROL MIX	50.000 CY				
0570	627.18 12 " SOLID WHITE PAVEMENT MARKING	15.000 LF				
0580	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	1600.000 LF				
0590	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	120.000 SF				
0600	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0610	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR				
0620	631.14 GRADER (INCLUDING OPERATOR)	20.000 HR				
0630	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	20.000 HR				
0640	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0650	635.14 PREFABRICATED CONCRETE MODULAR GRAVITY WALL	300.000 SF				

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0660	637.071 DUST CONTROL	LUMP	LUMP			
0670	639.18 FIELD OFFICE TYPE A	1.000 EA				
0680	652.38 FLAGGER	480.000 HR				
0690	652.381 TRAFFIC OFFICERS	240.000 HR				
0700	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0710	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0720	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SECTION 0002 ALTERNATE NO.1
POLYMER MOD. HMA WEARING SURFACE
ALT GROUP AN1

0730	403.2101 .5 MM POLYMER MODIFIED HMA T	39.000 T				
0740	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
	SECTION 0002 TOTAL					.

CONTRACT ID: 015614.00 PROJECT(S): BH-1561(400)S

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
SECTION 0003 ALTERNATE NO.2 CONCRETE WEARING SURFACE ALT GROUP AN2						
0750	502.29 STRUCTURAL CONCRETE WEARING SURFACE ON BRIDGES	LUMP	LUMP			
0760	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
	SECTION 0003 TOTAL					.
SECTION 0004 OPTION NO.1 WATER MAIN HALLOWELL WATER DISTRICT						
0770	890.01 SPECIAL WORK #1	LUMP	LUMP			
	SECTION 0004 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **015614.00**, for the **Second Street Bridge Superstructure Replacement** in the city of **Hallowell**, County of **Kennebec**, 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 **May 1, 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 $_____

Section 0004 $_____

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 015614.00 Second Street Bridge Superstructure Replacement**, 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 ❑
Section 0004 ❑

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **015614.00**, for the **Second Street Bridge Superstructure Replacement** in the city of **Hallowell**, County of **Kennebec**, 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 **May 1, 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 $_____

Section 0004 $_____

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 015614.00 Second Street Bridge Superstructure Replacement**, 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 ❑
Section 0004 ❑

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:

SAMPLE

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No.**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.

SAMPLE

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.

SAMPLE

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

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

CONTRACTOR

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

SAMPLE

G. Award.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: David A. Cole, Commissioner

_____
(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

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

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

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

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

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

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

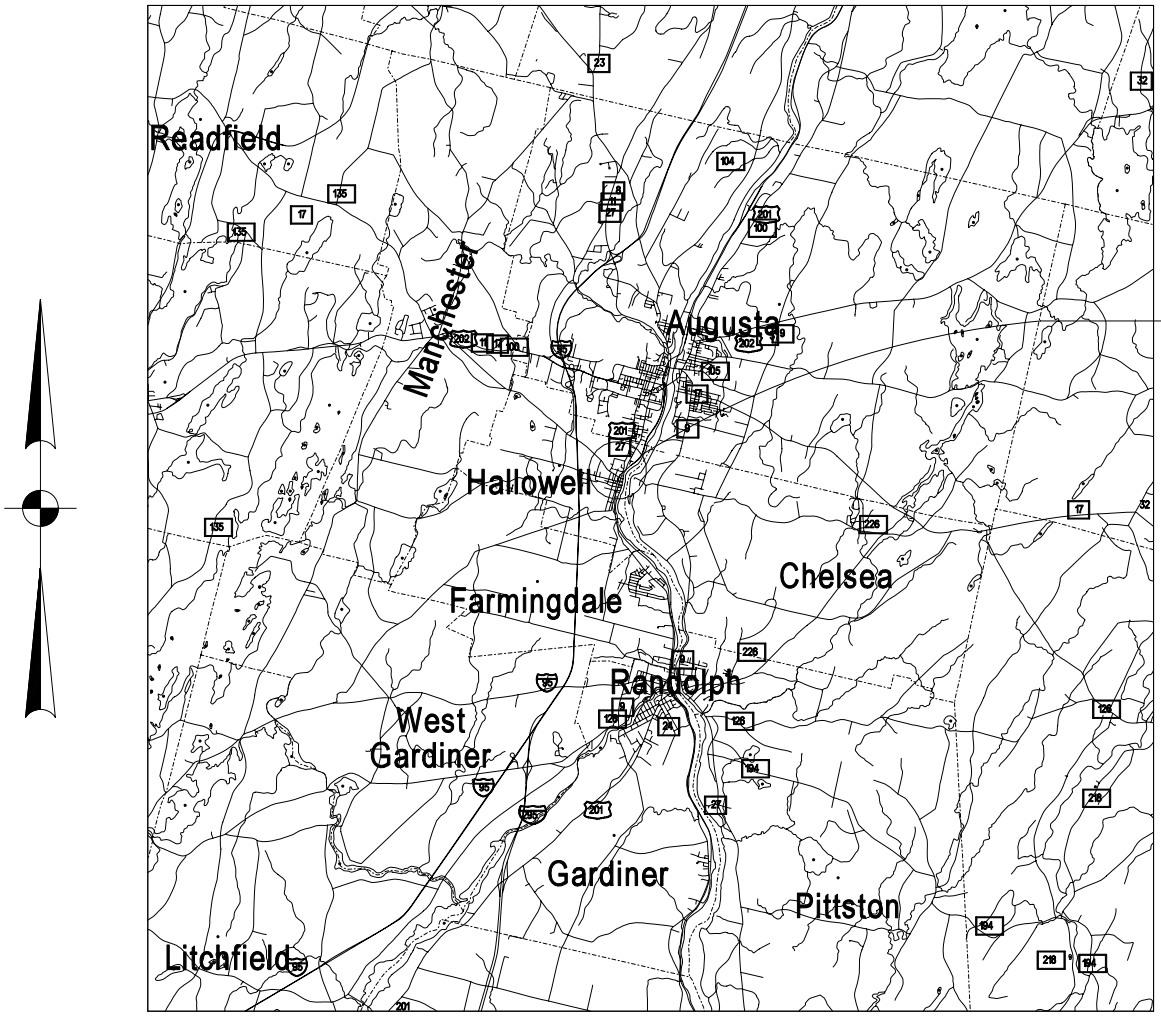
A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the contract.

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

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

SAMPLE

BRIDGE NO. 0565



PROJECT

LOCATION MAP

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: Geotechnical Design Recommendations for the Second Street Bridge Site Retaining Wall, Hallowell, Maine, Soils Report 2009-107, January 2009, 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 the boring locations.

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

General Decision Number: ME080009 07/25/2008 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

ENGI0004-015 04/01/2008

	Rates	Fringes
Power equipment operators:		
Pavers	$ 18.22	8.50
Rollers	$ 18.22	8.50

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* 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

Town: **Hallowell**
Project: **BH-1561(400)X**
PIN: **15614.00**
Date: **March 12, 2009**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

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

GENERAL INFORMATION

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

Overview

Utility/Railroad	Aerial	Underground	Railroad
Central Maine Power Company	X	None	None
Hallowell Water District	None	X	None
Time Warner Cable	X	None	None
Fairpoint (Northern New England Telephone Operations LLC)	X	X	None
Greater Augusta Utilities District	None	X	None
Maine Eastern Railroad	None	None	X

Temporary utility adjustments are not contemplated unless herein provided for.

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

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

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

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

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded.

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

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

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

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities. The Contractor shall clear and remove all trees to the right-of-way limit on the left.

AERIAL

Central Maine Power Company plans to set 2 new poles, remove 4 old poles, de-energize and cut a gap in their conductors; their estimated time is 10 working days.

New Pole Locations

Station	Offset
103+00 +/-	25 Ft. Right
105+50+/-	25 Ft. Right

Fairpoint Communications plans to run new cables on the new poles. They plan to run their new cable from Winthrop Street to Lincoln Street. Their existing buried conduit system is to remain active until their new aerial system has been activated. Their estimated time is 30 working days. For more information on Fairpoint Communications please see Underground section.

Time Warner Cable plans to run new cables on the new poles; their estimated time is 14 working days. Remove their old cable; their estimated time is 1 working day. Their total estimated time is 15 working days.

UNDERGROUND

The City of Hallowell has ornamental street lights that are fed by a buried electrical conduit system. On the South approach (between Station 102+50 to Station 104+00 the City has 4 existing street lights) and on the North approach (between Station 104+75 to Station 106+00 the City has 3 existing street lights). The City is looking into replacing these lights. If the City replaces these lights, they shall run new electrical conduit, new bases, new pedestal poles and new luminary heads; their estimated time is 15 working days. The City plans to install a new electrical conduit for the street lights on the water main brackets that are attached to the new bridge superstructure. This work is to be accomplished whether or not the City replaces the ornamental street lights.

The City at this time plans to de-energize their ornamental street lights during the construction.

Greater Augusta Utilities District plans to rebuild a sanitary sewer manhole to the intersection of Lincoln Street and Second Street; their estimated time is 2 working days.

Fairpoint Communications plans to replace 2 existing manholes with 2 new manholes, one at the intersection of Winthrop Street and Second Street, and the other at the intersection of Lincoln Street and Second Street; their estimated time is 5 working days.

The existing buried telephone conduit system is to remain active until the new aerial system has been activated.

Hallowell Water District is planning to install a new water main which shall be attached to the side of the new bridge and in the approaches. This water main work is included in the Department's bridge contract. If the bid price exceeds the engineer's estimate by 15% or more the District may elect to remove this work from the Department's contract. This work is to be performed under Item No."890.01 Special Work".

RAILROAD

Maine Eastern Railroad does not plan to do any work at this time since this track is not active (no trains). If it may become activated they shall notify us a minimum of 4 weeks in advance.

UTILITY SPECIFIC ISSUES

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

DIG SAFE

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

SAFE PRACTICES AROUND UTILITY FACILITIES

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

BLASTING

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

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

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CC: Leanne Timberlake, Project Manager

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

"The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project's land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI's (and NOT's) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations."

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section History:
PL 1993, Ch. 683, §A2 (NEW).
PL 1993, Ch. 683, §B5 (AFF).
PL 1997, Ch. 144, §1,2 (AMD).
PL 1999, Ch. 117, §2 (AMD).
PL 1999, Ch. 125, §1 (AMD).
PL 1999, Ch. 580, §13 (AMD).
PL 2001, Ch. 671, §30 (AMD).
PL 2003, Ch. 166, §13 (AMD).
PL 2003, Ch. 452, §Q73,74 (AMD).
PL 2003, Ch. 452, §X2 (AFF).

SPECIAL PROVISION
SECTION 106
QUALITY
(Quality Level Analysis- Structural Concrete)

106.7.1 Standard Deviation Method Under H. Replace the Method A payfactor with the following;

"Method A: PF = [32.5 + (Quality Level * 0.75)] * 0.01"

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The Contractor shall conduct operations such that the bridge is open to two way traffic during the Old Hallowell Days celebration, currently scheduled for July 18, 2009.

The specified contract completion date is May 1, 2010.

SPECIAL PROVISION
SECTION 107
TIME
(Limitations of Operations and Supplemental Liquidated Damages)

The bridge may be closed to traffic for the period of July 19 through November 15, 2009. The Contractor will be assessed Supplemental Liquidated Damages at the rate of $1000 (one thousand dollars) per day for each day that the bridge is closed outside of these dates.

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

SPECIAL PROVISION
SECTION 107
TIME

107.4.2 Schedule of Work Required. This Section is amended by the following:

In addition to the Contractors initial CPM Schedule, the Department will require the Contractor to update the schedule monthly to show current progress. The submittal date for monthly updates shall be determined by the Resident.

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 202
REMOVING STRUCTURES AND OBSTRUCTIONS

202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks, and Bridges

The following shall be added to this section:

Included in removal of the superstructure is the removal of the telephone manholes at Station 103+52.95 Right and 105+22.24 Right, and all conduit and cable from the first manhole to Station 106+00. This includes all concrete encased duct banks associated with the telephone.

The following describes the limits of removal for Structural Concrete:

For Abutment 1, remove concrete down to include the 3” lip on the vertical face. This depth is approximately 1’-6” on the wingwalls, and to the elevation 65.8 +/- on the abutment.

For Abutment 2, remove concrete down to the first course of granite where shown on the plans. Work also includes removal of selected granite blocks where shown.

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 0 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 [¼ 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 Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

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

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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.

<u>401.19 Quality Control Method D</u> 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.

<u>401.20 Acceptance Method A, B & C</u> 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 sublot 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 sublot.

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

Acceptance Testing The Department will obtain samples of Hot Mix Asphalt Pavement in conformance with AASHTO T168 Sampling Bituminous Paving Mixtures, and the Maine DOT Policies and Procedures for HMA Sampling and Testing, which will then be transported by the Contractor to the designated MDOT Laboratory within 48 hours (except when otherwise noted in the project specific QCP due to local restrictions), as directed by MDOT in approved transport containers to be provided by the Department, unless otherwise directed by the Resident. Failure to deliver an acceptance sample to the designated acceptance laboratory will be considered the second incident under 106.4.6–QCP Non-Compliance.

The Department will take the sample randomly within each sublot. Target values shall be as specified in the JMF. The Department will use Table 5 for calculating pay factors for gradation, PGAB Content, Air Voids at N_{design}, VMA, Fines to Effective Binder and VFB. The Department will withhold reporting of the test results for the Acceptance sample until 7:00 AM, on the second working day of receipt of the sample, or after receipt of the Contractors results of the Acceptance sample split. Upon conclusion of each lot, where there is a minimum of four sublots, results shall be examined for statistical outliers, as stated in Section 106.7.2 - Statistical Outliers.

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

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 6 inch diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. 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	Table1 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 sublot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

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 = (density PF- 1.0)(Q)(P)x0.50

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

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

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 = (density PF- 1.0)(Q)(P)x0.50

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

PA = (voids @ N_d PF- 1.0)(Q)(P)x0.20 + (VMA @ N_d PF- 1.0)(Q)(P)x0.20 + (PGAB PF- 1.0)(Q)(P)x0.10

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 = (density PF- 1.0)(Q)(P)x0.50

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 = (% Passing Nom. Max PF-1.0)(Q)(P)X0.05+(% passing 2.36 mm PF-1.0)(Q)(P)X0.05+(%passing 0.30 mm PF-1.0)(Q)(P)X0.05+(%passing 0.075 mm PF-1.0)(Q)(P)X0.10+(PGAB 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 Table10: 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 sublot 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:

Pay Item	Pay Unit
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:

Pay Item		Pay Unit
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 Nominal Maximum Size, Base	MG [Ton]

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. Of Course	Grad Design.	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
			Bridge Deck			
Wearing	9.5 mm	403.2101	N/A	1.5 in	1	1,2,4,8
Base	9.5 mm	403.2101	N/A	1.5 in	1	1,2,4,8
			Travel Way and Shoulder Approach Areas			
Wearing	9.5 mm	403.210	N/A	3.0 in	2	4,8
Binder	12.5 mm	403.213	N/A	2.0 in	1	4,8
			Side Roads			
Wearing	9.5 mm	403.210	N/A	3.0 in	2	4,8
			Sidewalks, Drives, Islands & Incidentals			
Wearing	9.5 mm	403.209	N/A	2 in	2/more	2,3,10,13

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 70-28** to **PG 76-28** grading. The use of Recycled Asphalt Pavement (RAP) will not be permitted in mixtures utilizing modified PGAB's.
2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**

8. Section 106.6 Acceptance, (2) Method B.
10. Section 106.6 Acceptance, (2) Method D.
13. 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.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd².

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

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.21	STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	$400	A
A	502.25	STRUCTURAL CONCRETE SUPERSTRUCTURE SLAB	$400	A
LP	502.49	STRUCTURAL CONCRETE CURBS AND SIDEWALKS	$425	A
AA	502.29	STRUCTURAL CONCRETE WEARING SURFACE ON BRIDGES	$425	A

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

May 4, 2006
Supersedes September 29, 2004

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(Quality Level Analysis)

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

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

TABLE 1- Methods A and B

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

502.503 Delete and replace with the following;

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

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

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

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

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

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

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

TABLE 3

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

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

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

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

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

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

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

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

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

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

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

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

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

C. The Contractor fails to follow the QC Plan"

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

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

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

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

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

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

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

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

Add the following Section;

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

CPF = [(Compressive Strength PF-1)(0.20)] + [(Air Content PF-1)(0.40)]
+ [(Chloride Permeability PF-1)(0.40)]

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

Lot Pay Adjustment = P x CPF x Lot Size

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

SPECIAL PROVISION
SECTION 504
EARTH RETENTION SYSTEM
(Sheet Pile Retaining Wall)

504.01 Description. The work under this section consists of designing, furnishing and installing an earth retention system comprised of a sheet pile wall as shown on the plans and specified herein. Work under this item shall also include confirming utility and drainage system locations, backfilling the earth retention system, providing weep holes, installation of timber facing, and placement of mortar and granite cap stone.

504.02 Submittals.

A. Shop Drawings: Submit drawings for approval prior to start of the work or ordering materials. Include details of top protection, splices, fabricated additions to plain piles, backfill limits, timber facing. Include method of installation, type and size of pile hammer, cut-off method, and corrosion protection. Drawings for piling including fabricated sections shall show complete dimensions including details of piling and the driving schedule, sequence and location of piling. Include details and dimensions of templates and other temporary guide structures for installing the piling. Provide details of the method of handling sheet piling to prevent permanent deflection, distortion or damage to interlocks.

B. Design Calculations: The earth retention system shall be designed and sealed by a Professional Engineer licensed in accordance with the laws of the State of Maine. The contractor shall submit a copy of the designer's calculation as part of the shop drawing submittal. Design calculations that consist of computer generated output shall be supplemented with at least one hand calculation and graphic demonstrating the design methodology used. Design calculations shall provide thorough documentation of the sources of equations used and material properties.

C. Records: Pile driving records

D. Certificates: Material certificates including chemical and physical test results.

504.03 Materials.

A. Sheet piles shall be hot-rolled steel meeting the chemical and mechanical requirements of ASTM A 572 Grade 50. The interlock of sheet piling shall be free-sliding, and maintain continuous interlocking when installed. Sheet piling including special fabricated sections shall be full-length sections of the dimensions shown. Fabricated sections shall conform to the requirements herein and the piling manufacturer's recommendations for fabricated sections. Provide sheet piling with standard pulling holes. Any metalwork fabrication for sheet pile sections shall conform to the requirements of Section 504, Structural Steel.

Provide cast steel sheet pile protectors, in one-piece Z configuration, at the bottom of each pile.

B. Sheet Pile Connectors – Where sheet pile changes direction, connectors shall be equivalent to those manufactured by PilePro LLC or Skyline Steel LLC or LB Foster Company. Connectors shall be of the same material as the sheet pile.

C. Drainage Geotextile shall be non-woven and conform to the requirements of Subsection 722.02, Drainage Geotextile.

D. Wall backfill shall meet the requirements of Subsection 703.31 Crushed Stone.

E. Timber nailer and facing shall be manufactured from # 2 or better Southern Pine, and treated with Alkaline Copper Quaternary (ACQ) conforming to AWPA Standard P5 to a minimum retention of 0.4 pcf in accordance with AWPA Standard C14.

F. Granite capstone shall be salvaged on site from the existing granite wall. Mortar under the capstone shall comply with Section 705.02-Joint Mortar.

G. Certification: Contractor shall certify that all component materials, manufacturing operations, and/or furnished products conform to all MaineDOT requirements pertinent to the project plans, special provisions and specifications for the contract items indicated.

504.04 Design Requirements The earth retention system shall be designed in accordance with the following:

A. The earth retention system shall be designed in accordance with the current edition of AASHTO LRFD Bridge Design Specifications. The design shall also consider traffic surcharge loading and traffic impact loads on traffic barriers or guardrail posts, as applicable.

B. The contractor shall submit design calculations as described in section 504.02, Submittals.

C. The Contract Plans.

D. The requirements specified herein.

E. The manufacturer’s requirements.

504.05 Construction Methods.

A. Earthwork

1. Any excavation and backfill shall be performed in accordance with Section 203 Excavation and Embankment.

2. Obstructions encountered in pile locations shall be dealt with as follows:

    a. All rocks, timbers, or other obstructions within 5 feet of the existing ground surface which interfere with pile advance shall be removed. Excavation and removal of obstructions shall be paid for under pay item 203.20 Common Excavation.

    b. In the case of an apparent obstruction below the level in (a), but above anticipated full depth, which prevents appreciable penetration of a pile (s), the abnormal condition will receive further consideration by the Resident. Depending on depth and resistance of the obstruction, the Resident will decide whether to consider the pile (s) acceptable or order the obstruction removed. The decision may be deferred until the driving of adjacent piles indicates the obstruction to be isolated or extending over the area of several piles.

B. Installation

1. Pile Hammer

    For steel sheet piles, both a vibratory and an impact hammer shall be available to the Contractor to install the sheet piles. Use a pile hammer having a delivered force or energy suitable for the total weight of the pile and the character of subsurface material to be encountered. Operate hammer at the rate (s) recommended by the manufacturer throughout the entire driving period. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.

2. Pile Protection

    Use a protective cap during driving to prevent damage to the top of the piles.

3. Templates for Sheet Piles

    Prior to driving, provide template or driving frame suitable for aligning, supporting, and maintaining sheet piling in the correct position during setting and driving. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is achieved. Provide at least two levels of support, at third points. Templates shall not move when supporting sheet piling. Fit templates with wood blocking to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as

necessary to prevent the sheets from warping or wandering from the alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure that the piles are vertical and in position. If two guide marks cannot be seen, other means must be used to keep the sheet pile vertical along its leading edge.

4. Pile Driving

   Drive sheet piles to the indicated tip elevations. Maintain piling vertical during driving. Drive piles in such a manner as to prevent damage to the piles and to provide a continuous closure.

   Where possible for sheet piles, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. Incrementally sequence the driving of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile.

5. Cutting and Splicing

   Piles driven to refusal or the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Piles driven below the required top elevation and piles damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed by the Resident. One splice per pile will be permitted. Piles adjoining spliced piles shall be full length unless otherwise approved. Welding of splices shall conform to the requirements of Section 504, Structural Steel. Ends of piles to be spliced shall be squared before splicing to eliminate dips or camber. Splice piles with concentric alignment of the interlocks so that there are no discontinuities, dips or camber at the abutting interlocks. Spliced piles shall be free sliding and able to obtain the maximum swing with contiguous piles. Trim the tops of piles excessively battered during driving, when directed at no cost. Pile cut-offs shall become the property of the Contractor and shall be removed from the site. Use a straight edge in cutting by burning to avoid abrupt nicks. Bolt holes shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be smooth and the proper size for rods or other items to be inserted. Do not use explosives for cutting.

6. Welding

   Shop and field welding, qualifications of welding procedures, welders, and welding operators shall be in accordance with AWS D1.1.

7. Tolerances in Driving

   Sheet Piles
   Drive all piles with a variation from vertical of not more than ¼ inch per foot. Place the pile so the face will not be more than 6 inches from vertical alignment at any point over the entire length of the earth retention system. Top of pile at elevation of cut-off shall be within 2 in. horizontally and 2 in. vertically of the location indicated. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.

8. Backfilling

   The contractor shall backfill the new earth retention system with crushed stone meeting the requirements of 703.31, up to within 6 inches of the top of the new earth retention system. The contractor shall assist the consolidation of the crushed stone backfill by attaching and vibrating the piles with short bursts of a vibratory hammer as the backfill operation progresses. When backfilling is complete, the contractor shall cover the crushed stone with 722.02 non-woven Drainage Geotextile and then place loam and seed over the geotextile.

9. Weep Holes

   The contractor shall provide weep holes through the face of the new earth retention system one foot above the adjacent highway grade and approximately every 5 feet along the width of the new earth retention system. The contractor shall fasten or weld heavy wire grating across the weep hole to prevent loss of backfill aggregate.

C. Inspection

Perform continuous inspection during pile driving by frequent optical surveying of the pile alignment relative to an established reference base line. Inspect all piles for compliance with tolerance requirements regarding horizontal and vertical alignment. Bring any unusual problems which may occur to the attention of the Resident.

1. Inspection of Driven Piling

   The Contractor shall inspect the interlocks of the portion of driven sheet piles that extend above ground. Remove and replace piles found to be out of interlock.

2. Pulling and Redriving

   The Contractor may be required to pull selected piles after driving to bring into location tolerance, or to determine the condition of the underground portions of

piles. The pile pulling method must be approved by the Resident. Remove and replace at the Contractor's expense any pile pulled and found to be damaged to the extent that its usefulness in the structure is impaired. Redrive piles pulled and found to be in satisfactory condition.

3. Installation Records

   Maintain a pile driving record for each pile. Indicate on the installation record installation dates and times, type and size of hammer, rate of operation, total driving time, dimensions of driving helmet and cap used, blows or time required per foot for each foot of penetration, driving resistance in blows for final 6 in. of penetration, pile locations, tip elevations, ground elevations, and cut-off elevations. Record any unusual pile driving problems. Submit complete records to the Resident.

542.06 Method of Measurement. The earth retention system will be measured as one lump sum complete and accepted as shown on the plans or as directed by the Resident.

542.07 Basis of Payment. The accepted quantity of earth retention system will be paid for at the contract lump sum price, complete in place. The price shall be full compensation for furnishing, transporting, handling, placing or erecting the material specified including all hardware, confirming utility and drainage system locations, installing sheet piles and connecting walls or soldier piles and lagging, backfilling the earth retention system, providing and placing drainage geotextile, providing and installing timber facing, installing capstone, providing weep holes, removal and disposal of any obstructions, and any pile testing as specified by the plans and described in these specifications.

Payment will be made under:

Pay Item	Pay Unit
504.95 Earth Retention System	Lump Sum

SPECIAL PROVISION
SECTION 525
GRANITE MASONRY
(Dry Laid Stone Wall)

525.01 Description. This work shall consist of constructing a stone masonry wall from granite stone slabs and/or field stones salvaged from the existing wall in the vicinity of the sheet pile wall, in reasonably close conformance with lines and grades as shown in the plans and as directed by the Resident. Work shall also include restacking any granite disturbed within the excavation limits during construction of Abutment 2.

The Dry-Laid Stone Masonry Wall is comprised of the following components:

a. Wall Stones – those field stones found on site to be stacked in a compact and stable mass.
b. Leveling Course - a layer constructed from crushed stone used to provide a level surface to place wall stones.
c. Foundation - soil mass supporting the Dry-Laid Stone Masonry Wall.
d. Drain Pipe - perforated or slotted gravity piped system installed in conjunction with the drainage for the sheet pile wall with an outlet to existing drainage systems or ditches.

MATERIALS

525.021 Stones. Stones shall be obtained from the existing wall or salvaged from within the project limits or other approved sources. All stones and shall be free from fracture, structural defects and shall be cleaned of concrete. All stones shall be subject to the approval of the Resident.

525.022 Leveling Course. The leveling course shall conform to Section 703.22, Underdrain Backfill Material, Type C.

525.023 Foundation. The foundation shall have sufficient strength to maintain global stability of the Dry-Laid Stone Masonry Wall. If deemed by the Resident, the in-situ soils may be used. If the Dry-Laid Stone Masonry Wall is to be founded on fill, it shall consist of Granular Borrow, Section 703.19 compacted to 95% of the maximum density as determined by AASHTO T-180, Method C or D.

525.024 Drain Pipe. – The drain pipe shall consist of a perforated or slotted gravity piped system meeting the requirements of 706.06 Corrugated Polyethylene Pipe for Underdrain.

CONSTRUCTION REQUIREMENTS

525.031 General. The stone wall shall be constructed by a skilled craftsperson thoroughly experienced with this type of work. Before setting stones, all stones shall be cleaned free of dirt and soil. Cleaning methods shall be non-destructive to the stone and approved by the Resident.

The dry-laid stone retaining wall shall be constructed as shown on the plans, or as approved by the Resident.

The spaces between larger stones shall be filled with smaller stones in such a manner that both faces shall become a compact mass of stone. No mortar shall be used. The wall front surface shall be battered in accordance with the details or as approved by the Resident.

525.032 Foundation. The foundation shall have sufficient strength to maintain global stability of the Dry-Laid Stone Masonry Wall. The in-situ soils may be used at the direction of the Resident. Foundation soils shall be brought to the desired grade as required for footing and base dimensions shown on the construction drawings or as directed by the Resident, and shall be rough graded, and compacted to obtain a reasonably firm level surface.

525.033 Leveling Course. The leveling course shall be placed to the lines and grades as shown on the construction drawings, and shall have a minimum thickness of 12 inches. The leveling course shall extend at least one foot beyond the wall stones in all directions.

525.034 Drainage. A 4 in diameter perforated or slotted underdrain pipe shall be installed within the back of the leveling course and bedded on and surrounded by crushed stone. This drain pipe should be installed with sufficient gradient to initiate flow, and the outfall should be connected to a positive and permanent discharge.

525.038 Stone Placement . Joints shall be level and horizontal; only short vertical joints will be allowed and no more than two vertical joints may be stacked above each other. Stones shall be stacked in a manner such that diagonal joints are kept to a minimum. Joint size in the face of the wall should be kept to a minimum and should not exceed 1.5 inches.

The top of the wall should be at least 12 inches wide. The width of the base should be at least 2/3 of the wall height, with a gradual taper from the base to the top of the wall. Stones shall be placed so the face of the wall has a minimum batter of 1:12.

525.04 Method of Measurement. The Dry-Laid Stone Masonry Wall will be measured by the square foot of front surface not to exceed the measurements shown on the plans or as authorized by the Resident. Vertical dimension limits will be from the top of the leveling pad to the top of the stone. Horizontal dimension limits will be from each end of the wall. No deduction will be made for joints.

525.05 Basis of Payment. The accepted quantity of Dry-Laid Stone Masonry Wall will be paid for at the contract unit price per square foot of wall built to the limits shown on the plans, details and as directed by the Resident. Payment will include full compensation for removing existing walls, excavation, bedding, drainage features, cleaning, furnishing all materials, labor, equipment and other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
525.325	Dry-Laid Stone Retaining Wall	Square Foot

May 13, 2008
Supercedes June 24, 2004

SPECIAL PROVISION
SECTION 526
CONCRETE BARRIER
(Temporary Concrete Barrier)

Materials

Temporary concrete barriers must be connected in accordance with Standard Detail 526(02) except as indicated below:

The top of the rod may be hooked over the top connector instead of using the hex nut and washer.

SPECIAL PROVISION
SECTION 527
ENERGY ABSORBING UNIT
(ET-Plus System)

Description. This work consists of furnishing and installing an ET-Plus end terminal as a permanent energy absorbing system in accordance with these specifications at location(s) shown on the plans or established by the Resident.

Materials. The energy absorbing system shall be the ET-Plus System as manufactured by Trinity Highway Products as approved and crash tested by the Federal Highway Administration.

Installation. A set of installation drawings shall be provided to the Resident for the system installed. The system shall be installed in accordance with the manufacturer's recommendations and the installation drawings.

Method of Measurement. Energy absorbing system will be measured by each unit, complete in place and accepted.

Basis of Payment. The accepted quantity of energy absorbing system will be paid for at the contract unit price, such payment being full compensation for all labor, equipment, materials, and incidentals for furnishing and installing the system.

Payment will be made under:

Pay Item	Pay Unit
527.3032 Energy Absorbing System (ET-Plus) Type 3AA	Each

SPECIAL PROVISION
SECTION 528
STRUCTURAL TIMBER
(Glue Laminated Timber Bridge Rail)

Description. This work shall consist of detailing, fabricating, treating, delivering, assembling, and erecting the structural glue laminated timber (glulam) rail system on steel posts mounted on the bridge. Work also includes the backer plates, bolts, and nuts for the terminal connectors, the erection of eight posts with concrete foundations in the bridge rail transition, and the provision of four precast concrete transition curbs.

The rail system shall consist of rail posts, traffic bridge rails, pedestrian bridge rails and all necessary hardware for the bridge rail and bridge rail transition to guardrail.

Materials. The materials required for timber construction shall conform to the following requirements:

(a) Structural Timber

1. Manufacture, grading, and quality control of structural glue laminated timber shall be in accordance with AASHTO M168 Wood Products and AWPA (American Institute of Timber Construction) Voluntary Product Standard PS 56.

2. Adhesives shall be for wet-use conforming to ASTM D2559.

3. Glue laminated timber shall be manufactured from either Southern Pine or coastal Douglas Fir, with allowable design values equal to exceeding the following:

   E = 1,800,000 psi
   F_c perpendicular to grain = 650 psi
   Fb = 2400 psi
   Fv parallel to wide face = 200 psi
   Fv perpendicular to wide face = 200 psi

4. Material shall be sound and free from any decay. Materials which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned, or too small, shall not be used.

5. All lumber shall have a moisture content between 16 and 19% (oven dry basis) after preservative treatment and prior to fabrication and assembly. Moisture content is to be confirmed in accordance with AWPA A6, using a minimum sample size of 40 cores per lot of lumber taken at random throughout the lot.

The length of each core sample shall be one-half the thickness of the section. The cored lumber shall be discarded and shall not be used in the manufacture of the superstructure.

6. All lumber and timber shall be graded, approved and stamped or tagged by a lumber grader, certified by an agency approved by the Board of Review of the American Lumber Standards Committee.

(b) Timber Preservative Treatment

1. All Timber shall be treated in accordance with AASHTO M 133 Preservatives and Pressure Treatment Process for Timber.

2. The rail system shall be treated with Chromated Copper Arsenate (CCA) conforming to AWPA Standard P5 to a minimum retention of 0.4 pcf in accordance with AWPA Standard C14. All members shall be dried to a moisture content of 19 percent or less after treatment.

3. All glulam to be treated with preservative in accordance with AWPA Standard C28 for glulam. All members shall be free of excess preservative and solvent at the conclusion of the treating process.

4. As specified in section M4 of the AWPA standards, all lumber and timber members shall be dimensioned, cut, machined and drilled to the maximum extent prior to preservative treatment.

5. Field cuts shall limited to holes and trimming rail pieces to the correct length. Any field drilling, field cutting or abrasions shall be treated with Cuprinol, Ready Seal, or equivalent, or the damaged components shall be replaced if required by the Resident.

6. Holes remaining after removal of nails and spikes used to attach temporary forms or bracing to treated material shall be filled by plugging holes with plugs treated with the same preservative as the material.

7. Any damaged members are subject to rejection by the Resident.

8. Field treatment of materials shall be done in such a manner to prevent any preservative from entering the surface waters. Preservative shall not be applied over water unless absolutely necessary, in which case a tarp or other containment system shall be provided to catch the drips. Spraying will not be allowed.

(c) Steel

1. All steel required to assemble the rail system, including posts, backup plates, splice plates, and all hardware, shall conform to Section 504 – Structural Steel.

2. Rail posts shall be fabricated from structural steel meeting the requirements of ASTM A572 Grade 50. All other shapes and plates shall meet the requirements of ASTM A709, Grade 36.

3. Anchor bolts/studs, washers, and exposed nuts shall meet the requirements of ASTM A325, Type 1. All other bolts and nuts shall meet the requirements of ASTM F568 Class 4.6.

4. All steel parts shall be blast-cleaned to an SSPC-SP6 level and then be hot dipped galvanized in accordance with AASHTO M111 (ASTM A123). Hardware shall be galvanized in accordance with AASHTO M232 (ASTM A153). The galvanized steel components shall be primed and finish top coated by a process such as COLORGALV by Duncan Galvanizing, Bolt Brown (color number SW 4001) or equivalent. An additional gallon of touch-up paint and instructions shall be supplied to the Department.

(d) Transition Curb

Refer to Standard Details 507(18).

(d) Concrete Foundations

Concrete shall be Class S or other mix approved by Resident.

Drawings. The Contractor shall prepare shop detail, erection, and any other necessary working drawings in accordance with the requirements of Subsection 105.7 Working Drawings.

The glulam rail pieces shall be attached to a minimum of 3 rail posts.

Rejections. Rejected material and workmanship shall be replaced promptly or corrected by the Contractor. Acceptance or any material or finished members by the Resident will not preclude their subsequent rejection, if found defective at a later date.

CONSTRUCTION REQUIREMENTS

General

a) Railings shall be erected as shown on plans. Workmanship and finish shall be equal to best general practice in modern timber fabrication shop.

b) Glue laminated timber furnished under this specification shall be fabricated by an AITC Licensed Laminator with proven experience in the field of timber bridge design and construction. Fabrication must comply with the latest edition of the American National Standards for Wood Products – Structural Glue Laminated Timber, ANSI/AITC A190.1

c) Unless otherwise specified, all material shall be fabricated prior to treatment.

d) Bolt hole dimensions and locations within prefabricated material shall be within a tolerance of 1/16" of the details specified.

Storage and Handling

a) Timber stored on site shall be kept in orderly piles, close stacked and on supports that provide at least 12 inches of ground clearance. For outside storage, ground area in the vicinity of the material shall be cleared of grass, weeds, and rubbish. When authorized by Resident, treated material may be left uncovered.

b) Prior to assembly, fabricated material shall be stored in a manner that will prevent distortion of the members, such as warping or bending.

c) All handling of timber shall be conducted so that the timber is kept clean and free from injury. Timber shall be so handled that there is no breaking of outer fibers or penetrating of the surface with tools. No material shall be dropped, thrown or dragged on the ground.

d) Lifting equipment shall employ fabric belts or other slings which will not mar or dent the timber

Framing

(a) All framing shall be true and exact so that joints will have full and even bearing over the entire contact surface. Shimming will not be accepted.

(b) Contractor shall provide false work and all tools & machinery necessary for expeditious conduct of the work.

Connections

Bolt holes shall be perpendicular to the face of the material and 1/16" larger in diameter than the bolts.

Posts

(a) Preformed pads shall be used in adjusting the rail posts for height and alignment.

(b) Bridge railing posts shall be installed as truly vertical as possible within the following tolerance limit: 5/16” in any direction as measured from the top of the deck to the top of the post.

Transition Curb

Refer to Standard Details 507(17) and 507(18).

Concrete Foundations

All work shall meet the requirements of Section 502 in the Standard Specifications.

To facilitate field fit-up of the railing, posts shall be set loosely into fiber form tubes while parts are being assembled. Post holes shall be backfilled with concrete.

Method of Measurement. Glue Laminated Timber Bridge Rail shall be measured as Lump Sum of bridge rail erected and accepted. Measurements will be along the face in reasonable close conformity with the lines shown on the plans.

Basis of Payment. The accepted quantity of Glue Laminated Timber Bridge Rail will be paid for at the unit price per Lump Sum complete in place, which price shall be full compensation for detailing, furnishing, transporting, handling, installing/erecting, painting or treating the material as specified, including all hardware, and the furnishing of all labor, materials, tools, equipment & incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
528.9101 Glue Laminated Timber Bridge Rail	Lump Sum
528.9104 Glue Laminated Timber Bridge Rail, 4 Bar	Lump Sum

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

The following shall be added to this section:

The contractor shall provide a 4' diameter flat top catch basin with an eccentric hole and cascade grate as shown on the plans.

Payment will be made under:

Pay Item	Pay Unit
604.30 Special Catch Basin	EA

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.

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

Guardrail to be placed on a radius of curvature of 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.

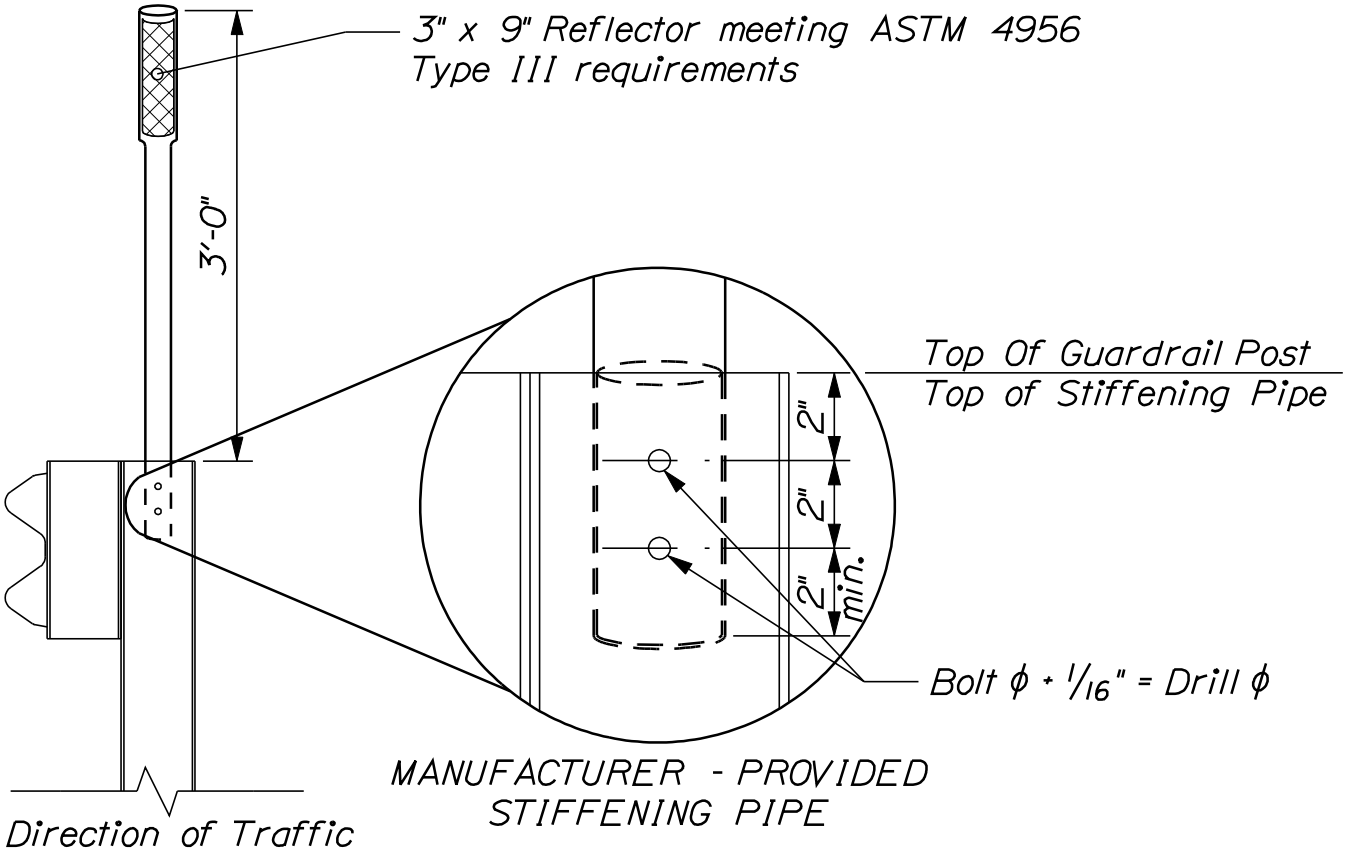
Payment will be made under:

	Pay Item	Pay Unit
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 PROVISION
SECTION 635
PREFABRICATED BIN TYPE RETAINING WALL
(Prefabricated Concrete Modular Gravity Wall)

The following replaces Section 635 in the Standard Specifications:

Description This work shall consist of the construction of a prefabricated modular reinforced concrete gravity wall in accordance with these specifications and in reasonably close conformance with the lines and grades shown on the plans, or established by the Resident.

Included in the scope of the Prefabricated Concrete Modular Gravity Wall construction are**:** all grading necessary for wall construction, excavation, compaction of the wall foundation, backfill, construction of leveling pads, and segmental unit erection.

The Prefabricated Concrete Modular Gravity Wall design shall follow the general dimensions of the wall envelope shown in the contract plans. The top of the leveling pad shall be located at or below the theoretical leveling pad elevation. The minimum wall embedment shall be at or below the elevation shown on the plans. The top of the face panels shall be at or above the top of the panel elevation shown on the plans.

The Contractor shall require the design-supplier to supply an on-site, qualified experienced technical representative to advise the Contractor concerning proper installation procedures. The technical representative shall be on-site during initial stages of installation and thereafter shall remain available for consultation as necessary for the Contractor or as required by the Resident. The work done by this representative is incidental.

Materials Materials shall meet the requirements of the following subsections of Division 700 - Materials:

Gravel Borrow	703.20
Preformed Expansion Joint Material	705.01
Reinforcing Steel	709.01
Structural Pre-cast Concrete Units	712.061
Drainage Geotextile	722.02

The Contractor is cautioned that all of the materials listed are not required for every Prefabricated Concrete Modular Gravity Wall. The Contractor shall furnish the Resident a Certificate of Compliance certifying that the applicable materials comply with this section of the specifications. Materials shall meet the following additional requirements:

Concrete Units

Tolerances In addition to meeting the requirements of 712.061, all prefabricated units shall be manufactured with the following tolerances. All units not meeting the listed tolerances will be rejected.

1. All dimensions shall be within (edge to edge of concrete) 5 mm [± $^{3}/_{16}$ in].
2. Squareness The length differences between the two diagonals shall not exceed 8 mm [$^{5}/_{16}$ in].
3. Surface Tolerances For steel formed surfaces, and other formed surface, any surface defects in excess of 2 mm [.08 in] in 1.2 m [4 ft] will be rejected. For textured surfaces, any surface defects in excess of 8 mm [$^{5}/_{16}$ in] in 1.5 m [5 ft] shall be rejected.

Joint Filler (where applicable) Joints shall be filled with material approved by the Resident and supplied by the approved Prefabricated Concrete Modular Gravity Wall supplier. A 100 mm [4 in] wide, by 13 mm [½ in] preformed expansion joint filler shall be placed in all horizontal joints between facing units. In all vertical joints, a space of 6 mm [¼ in] shall be provided. All Preformed Expansion Joint Material shall meet the requirements of Section 502.03.

Woven Drainage Geotextile Woven drainage geotextile 300 mm [12 in] wide shall be bonded with an approved adhesive compound to the back face, covering all joints between units, including joints abutting concrete structures. Geotextile seam laps shall be 150 mm [6 in] minimum. The fabric shall be secured to the concrete with an adhesive satisfactory to the Resident. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Resident.

Concrete Shear Keys (where applicable) Shear keys shall have a thickness at least equal to the pre-cast concrete stem.

Concrete Leveling Pad Cast-in-place concrete shall be Class A concrete conforming to the requirements of Section 502 Structural Concrete. The horizontal tolerance on the surface of the pad shall be 6 mm [¼ in] in 3 m [10 ft]. Dimensions may be modified per the wall supplier's recommendations, with written approval of the Resident.

Backfill and Bedding Material Bedding and backfill material placed behind and within the reinforced concrete modules shall be gravel borrow conforming to the requirements of Section 703.20. The backfill materials shall conform to the following additional requirements: the plasticity index (P.I.) as determined by AASHTO T90 shall not exceed 6. Compliance with the gradation and plasticity requirements shall be the responsibility of the Contractor, who shall furnish a copy of the backfill test results prior to construction.

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

Materials Certificate Letter The Contractor, or the supplier as his agent, shall furnish the Resident a Materials Certificate Letter for the above materials, including the backfill material, in accordance with Section 700 of the Standard Specifications. A copy of all test results performed by the Contractor or his supplier necessary to assure contract compliance shall also be furnished to the Resident. Acceptance will be based upon the materials Certificate Letter, accompanying test reports, and visual inspection by the Resident.

Design Requirements The Prefabricated Concrete Modular Gravity Wall shall be designed by a Professional Engineer. The design to be performed by the wall system supplier shall be in accordance with AASHTO Standard Specifications for Highway Bridges, current edition, except as required herein. Thirty days prior to beginning construction of the wall, the design computations shall be submitted to the Resident for review by the Department. The design by the wall system supplier shall consider the stability of the wall as outlined below:

(a) Safety Factors The minimum factors of safety shall be as follows:

1. Overturning: 2.0

(No reduction of the overturning safety factor will be allowed for walls founded on rock.)

2. Sliding: 1.5
3. Stability of temporary construction slope: 1.2
4. Ultimate bearing capacity: 2.0
5. Pullout Resistance 1.5

(b) Backfill and Wall Unit Soil Parameters For overturning and sliding stability calculations, earth pressure shall be assumed acting on a vertical plane rising from the back of the lowest wall stem. For overturning, the unit weight of the backfill within the wall units shall be limited to 1602 kg/m^3 [100 pcf]. For sliding analyses, the unit weight of the backfill within the wall units can be assumed to be 1922 kg/m^3 [120 pcf]. Both analyses may assume a friction angle of 34 degrees for backfill within the wall units.

These unit weights and friction angles are based on a wall unit backfill meeting the requirements for select backfill in this specification. Backfill behind the wall units shall be assumed to have a unit weight of 1922 kg/m^3 [120 pcf] and a friction angle of 30 degrees. The friction angle of the foundation soils shall be assumed to be 30 degrees unless otherwise noted on the plans.

(c) Internal Stability Internal stability of the wall shall be demonstrated using accepted methods, such as Elias' Method, 1991. Shear keys shall not contribute to pullout resistance. Soil-to-soil frictional component along stem shall not contribute to pullout resistance. The failure plane used to determine pullout resistance shall be found by the Rankine theory only for vertical walls with level backfills. When walls are battered or with backslopes > 0 degrees are considered, the angle of the failure plane shall be per Jumikus Method. For computation of pullout force, the width of the backface of each unit shall be no greater than 1.37 m [4.5 ft]. A unit weight of the soil inside the units shall be assumed no greater than 1922 kg/m^3 [120 pcf] when computing pullout. Coulomb theory may be used.

(d) External loads which affect the internal stability such as those applied through piling, bridge footings, traffic, slope surcharge, hydrostatic and seismic loads shall be accounted for in the design.

(e) The actual applied bearing pressures under the Prefabricated Concrete Modular Gravity block wall shall be clearly indicated on the design drawings.

(f) Stability During Construction The factors of safety to be used for stability during construction stages shall be the same factors used for the design of the wall.

(g) Hydrostatic forces Unless specified otherwise, when a design high water surface is shown on the plans at the face of the wall, the design stresses calculated from that elevation to the bottom of wall must include a 0.9 meter [3 ft] minimum differential head of saturated backfill. In addition, the buoyant weight of saturated soil shall be used in the calculation of pullout resistance.

(h) Design Life Design life shall be in accordance with AASHTO requirements.

(i) Not more than two vertically consecutive units shall have the same stem length, or the same unit depth. Walls with units with extended height curbs shall be designed for the added earth pressure. A separate computation for pullout of each unit with extended height curbs, or extended height coping, shall be prepared and submitted in the design package described above.

Submittals The Contractor shall supply wall design computations, wall details, dimensions, quantities, and cross sections necessary to construct the wall. Thirty (30) days prior to beginning construction of the wall, the design computations and wall details shall be submitted to the Resident for review. The fully detailed plans shall be prepared in conformance with Section 105.7 of the Standard Specifications and shall include, but not be limited to the following items:

I. A plan and elevation sheet or sheets for each wall, containing the following: elevations at the top of leveling pads, the distance along the face of the wall to all steps in the leveling pads, the designation as to the type of prefabricated module, the distance along the face of the wall to where changes in length of the units occur, the location of the original and final ground line.

II. All details, including reinforcing bar bending details, shall be provided. Bar bending details shall be in accordance with Department standards.

III. All details for foundations and leveling pads, including details for steps in the leveling pads, as well as allowable and actual maximum bearing pressures shall be provided.

IV. All prefabricated modules shall be detailed. The details shall show all dimensions necessary to construct the element, and all reinforcing steel in the element.

V. The wall plans shall be prepared and stamped by a Professional Engineer. Four sets of design drawings and detail design computations shall be submitted to the Resident.

VI. Four weeks prior to the beginning of construction, the contractor shall supply the Resident with two copies of the design-supplier's Installation Manual. In addition, the Contractor shall have two copies of the Installation Manual on the project site.

CONSTRUCTION REQUIREMENTS

Excavation The excavation and use as fill disposal of all excavated material shall meet the requirements of Section 203 - Excavation and Embankment, except as modified herein.

Foundation The area upon which the modular gravity wall structure is to rest, and within the limits shown on the submitted plans, shall be graded for a width equal to, or exceeding, the length of the module. Prior to wall and leveling pad construction, this foundation material shall be compacted to at least 95 percent of maximum laboratory dry density. Frozen soils and soils unsuitable or incapable of sustaining the required compaction, shall be removed and replaced.

A concrete leveling pad shall be constructed as indicated on the plans. The leveling pad shall be cast to the design elevations as shown on the plans, or as required by the wall supplier upon written approval of the Resident. Allowable elevation tolerances are +3 mm [+0.01 ft] and -6 mm [-0.02 ft] from the design elevations. Leveling pads which do not meet this requirements shall be repaired or replaced as directed by the Resident at no additional cost to the Department. Placement of wall units may begin after 24 hours curing time of the concrete leveling pad.

Method and Equipment Prior to erection of the Prefabricated Concrete Modular Gravity Wall, the Contractor shall furnish the Resident with detailed information concerning the proposed construction method and equipment to be used. The erection procedure shall be in accordance with the manufacturer's instructions. Any pre-cast units that are damaged due to handling will be replaced at the Contractor's expense.

Installation of Wall Units A field representative from the wall system being used shall be available, as needed, during the erection of the wall. The services of the representative shall be at no additional cost to the Department. Vertical and horizontal joint fillers shall be installed as shown on the plans.

The maximum offset in any unit joint shall be 20 mm [3/4 in]. The overall vertical tolerance of the wall, plumb from top to bottom, shall not exceed 12 mm per 3 m [1/2 in per 10 ft] of wall height. The prefabricated wall units shall be installed to a tolerance of plus or minus 20 mm in 3 m [3/4 inch in 10 ft] in vertical alignment and horizontal alignment.

Select Backfill Placement Backfill placement shall closely follow the erection of each row of prefabricated wall units. The Contractor shall decrease the lift thickness if necessary to obtain the specified density. The maximum lift thickness shall be 200 mm [8 in] (loose). Gravel borrow backfill shall be compacted in accordance with Section 203.12 except that the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T99 Method C or D. Backfill compaction shall be accomplished without disturbance or displacement of the wall units. Sheepsfoot rollers will not be allowed. Whenever a compaction test fails, no additional backfill shall be placed over the area until the lift is recompacted and a passing test achieved.

The moisture content of the backfill material prior to and during compaction shall be uniform throughout each layer. Backfill material shall have a placement moisture content less than or equal to the optimum moisture content. Backfill material with a placement moisture content in excess of the optimum moisture content shall be removed and reworked until the moisture content is uniform and acceptable throughout the entire lift. The optimum moisture content shall be determined in accordance with AASHTO T99, Method C or D. At the end of the day's operations, the Contractor shall shape the last level of backfill so as to direct runoff of rain water away from the wall face.

Method of Measurement Prefabricated Concrete Modular Gravity Wall will be measured by the square meter of front surface not to exceed the dimensions shown on the contract plans or authorized by the Resident. Vertical and horizontal dimensions will be from the edges of the facing units. No field measurements for computations will be made unless the Resident specifies, in writing, a change in the limits indicated on the plans.

Basis of Payment The accepted quantity of Prefabricated Concrete Modular Gravity Retaining Wall will be paid for at the contract unit price per square meter complete in place. Payment

shall be full compensation for furnishing all labor, equipment and materials including pre-cast concrete units hardware, joint fillers, woven drainage geotextile, cast-in-place coping or traffic barrier and technical field representative. Cost of cast-in-place concrete for leveling pad will not be paid for separately, but will be considered incidental to the Prefabricated Concrete Modular Gravity Wall.

Excavation, foundation material and backfill material will all be incidental to the Prefabricated Concrete Modular Gravity Wall.

There will be no allowance for excavating and backfilling for the Prefabricated Concrete Modular Gravity Wall beyond the limits shown on the approved submitted plans, except for excavation required to remove unsuitable subsoil in preparation for the foundation, as approved by the Resident. Payment for excavating unsuitable subsoil shall be full compensation for all costs of pumping, drainage, sheeting, bracing and incidentals for proper execution of the work.

Payment will be made under:

Pay Item	Pay Unit
635.14 Prefabricated Concrete Modular Gravity Wall	Square Meter [Square Foot]

SPECIAL PROVISION
SECTION 639
ENGINEERING FACILITIES
(Telephone)

639.09 Telephone

Paragraph 1 is amended as follows:

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

Add-

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

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Work Zone Traffic Control)

652.1 Description: The following paragraph is added:

The Contractor shall submit a Traffic Control Plan (TCP) to the Resident within five days after award. The TCP shall specify a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the Contract and the Manual of Uniform Traffic Control Devices (MUTCD), including supervision of personnel for the installation, inspection, maintenance, and removal of all traffic control devices on the project. Work under this pay item will also include construction signing, channelization devices, and other items as required.

652.2.2 Signs: The following paragraph is added:

Signing for the detour shall be shown in the Traffic Control Plan (TCP). Signs, except when tripod mounted, shall be placed on breakaway posts.

652.3.5 Installation of Traffic Control Devices: The following paragraph is added:

Traffic Control Devices include but are not limited to the following:
Type I Barricade
Type II Barricade
Type III Barricade
Drums
Cones
Temporary Concrete Barriers

652.3.6 Traffic Control: The following paragraph is added:

During construction, the bridge shall be closed to vehicular and pedestrian traffic. An off-site detour as shown in the plans shall be established for maintenance of traffic. Additional signs shall be placed at remote locations as noted. Flagger-regulated lane closures may be used until the off site detour is established. When lane closures are used, the minimum travel way width shall be 12 feet. Traffic Control Devices shall be installed in accordance with Standard Details section 652 or Typical Application 20 or 28 (TA-20, TA-28) of the latest edition of Part 6 of the MUTCD as applicable. A Traffic Control Plan shall be submitted for approval by the Resident.

When the bridge is closed, a police officer will be provided by the City of Hallowell to direct traffic at the Winthrop Street/Water Street intersection during the morning commuting hours of 6:00 AM to 9:00 AM. When the bridge is open, both lanes of traffic shall remain open during those hours.

652.7 Method of Measurement: This entire Subsection is revised to read:

Work Zone Traffic Control, including Contractor's Traffic Control Plan; Traffic Control Supervisor; and furnishing, installation and maintenance of all traffic control devices with the exception of flagger time shall be measured as one Lump Sum for all work authorized and performed.

652.16 Basis of Payment: This entire Subsection is revised to read:

Work Zone Traffic Control will be paid for at the contract Lump Sum price. Payment will be full compensation for the Traffic Control Plan; Traffic Control Supervisor; all traffic control devices except flagger time; removing and resetting traffic control devices and maintenance thereof; and for signs and maintenance thereof. Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

There will be no payment for work done under this pay item after the expiration of Contract Time.

Payment will be made under:

Pay Item		Pay Unit
652.39	Work Zone Traffic Control	Lump Sum

April 17, 2007
Supersedes May 10, 2006

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

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

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sedimentation Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The latest version is dated "February 2008" and is available at;

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

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

Project Specific Information and Requirements

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the Soil Erosion and Water Pollution Control Plan (SEWPCP.)

1. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
2. 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.
3. **If water is flowing within the drainage system, the water shall be diverted to a stable area or conduit and work shall be conducted in the dry.** The Contractor's plan shall address when and where the diversions will be necessary.
4. Dust control items other than those under *Standard Specification, Section 637 – Dust Control* , if applicable, shall be included in the plan.
5. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance. Temporary slope stabilization is required on a daily basis.
6. Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
7. Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
8. Temporary winter stabilization must be used between November 1 and April 1 or outside of said time period if the ground is frozen or snow covered. Temporary winter stabilization involves, at a minimum, covering all disturbed soils and seeded ground that is not Acceptable Work with an approved method. If temporary winter stabilization practices are used, spring procedures for permanent stabilization shall also be described in the SEWPCP. Use of these methods for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

9. All disturbed ditches/slopes shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.
10. 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.
11. If check dams are used, they shall be constructed of stone in accordance with BMP Manual, Section III.E.1. *Hay Bale Temporary Check Dams* **are not allowed**. Delete all reference to them.
12. Demolition debris (including debris from wearing surface removal, saw cut slurry, dust, etc.) shall be contained and shall not be allowed to discharge to any resource. All demolition debris shall be disposed of in accordance with *Standard Specifications, Section 202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges*. Containment and disposal of demolition debris shall be addressed in the Contractor's SEWPCP.
13. If a cofferdam sedimentation basin is used, it shall be located in an upland area where the water can settle and sink into the ground or be released slowly to the resource in a manner that will not cause erosion. The location of such a cofferdam sedimentation basin shall be addressed in the SEWPCP.
14. Prior to release to a natural resource, any impounded water that has been in contact with concrete placed during construction must have a pH between 6.0 and 8.5, must be within one pH unit of the background pH level of the resource and shall have turbidity no greater than the receiving resource. This requirement is applicable to concrete that is placed or spilled (including leakage from forms) as well as indirect contact via tools or equipment. Water not meeting release criteria shall be addressed in the SEWPCP. Discharging impounded water to the stream must take place in a manner that does not disturb the stream bottom or cause erosion.
15. The Contractor shall be responsible for monitoring pH with a calibrated meter accurate to 0.1 units. A record of pH measurements shall be kept in the Environmental Coordinator's log (*Standard Specification, Section 656.4.4 Inspection and Record Keeping*.)

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

Detail #	Description	Revision Date
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:

From More Than	Up to and Including	Amount of Liquidated Damages per Calendar Day
$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 sublot 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:

Organic Content	Percent by Volume
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 warranteed 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 "14.4 (155)".

SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine

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

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15º 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."

<u>652.3.3 Submittal of Traffic Control Plan</u> 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/m^2 [80 lb/ft^2] ground contact pressure…" to "…crawler type bulldozer of not more than 4875 kg/m^2 [2000 lb/ft^2] ground contact pressure…"

653.06 Compaction In the last sentence; change "…not more than 390 kg/m^2 [80 lb/ft^2] ground contact…" to "…not more than 4875 kg/m^2 [2000 lb/ft^2] 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
⅜ 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 [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The

case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

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

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

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

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

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

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

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

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

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

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

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

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

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

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ 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 then 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."

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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.

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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 that 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.

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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 make 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 sat 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

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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 by 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.

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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. <u>NONSEGREGATED FACILITIES</u> (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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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 that $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. <u>CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING</u>
(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting 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

Environmental Summary Sheet

PIN #: 15614.00 **Town: Hallowell**
Environmental Office Contact: **Ben Condon (ben.condon@maine.gov) 592-0921**
Coordination & Permits Manager: Matt Steele **Date Submitted: 3/4/09**
Database/Projex ☒

☒ **Section 106 and Tribal Consultation**

Architectural Resources	PA ☐	Applicable☒	Approved ☒
Archeological Resources	PA ☐	Applicable☒	Approved ☒
Tribal Consultation	Tribal Letters Sent ☒		Approved ☐
Town & Local Hist. Society Contacted	Yes ☒	No☐	

☒ **4(f) and 6(f)**

Section 4(f)

Are there Right of Way Takes or Easements on Public Park Property	☐ Yes	☒ No
Are there Right of Way Takes or Easements on Public Recreational Property	☐ Yes	☒ No
Are there Right of Way Takes or Easements on Public Wildlife Refuge Property	☐ Yes	☒ No
Are there Right of Way Takes or Easements on Historic Eligible or Listed Property	☒Yes	☐ No
Are there Right of Way Takes or Easements on Property within a Historic District	☒Yes	☐ No
Has MHPC Determined an Adverse Effect	☐Yes	☒ No
Is a Programmatic or Full 4(f) Document Required	☐Yes	☒ No

LAWCON 6(f) N/A ☒ Applicable☐ Approved ☐

☒ **FEMA** GIS Floodplains Checked ☒ N/A ☒ Applicable☐ Approved ☐

☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

GIS Essential Habitats Checked ☒

Eagle Nest	N/A ☒	Applicable ☐	Approved ☐
Piping Plover	N/A ☒	Applicable ☐	Approved ☐
Roseate Tern	N/A ☒	Applicable☐	Approved ☐

☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease** N/A ☒ Applicable ☐

☒ **Land Use Regulation Commission (LURC)** Not Applicable ☒ No permit Required ☐

Notice	☐	Approved ☐
Permit	☐	Approved ☐

☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**

N/A ☒ Applicable ☐ Approved ☐

☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

No permit required ☒

Exempt ☐ (Must use erosion and sediment control and not block fish passage.)

PBR	☐	Approved ☐
Tier 1	☐	Approved ☐
Tier 2	☐	Approved ☐
Individual	☐	Approved ☐

☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No permit required ☒

Category 1-NR☐	Approved ☐
Category 2☐	Approved ☐
Category 3☐	Approved ☐

NOTE: If project requires a Category 2 or 3 Permit from the ACOE, then the MaineDOT Resident **must** fill out a **"Work Start Notification Form"** and a **"Compliance Certification Form" (when project has been completed)** and send them to the address listed on the forms.

☐ **IN-STREAM TIMING RESTRICTIONS:** 105 Special Provision ☐ n/a ☒

Dates instream work is allowed:

☒ **NEPA Complete**

☒ Special Provision 656, Erosion Control Plan

COPY NO. ____

SECOND STREET BRIDGE
WATER MAIN CROSSING
MDOT Project BH 1561(400)LX
Bridge No. 0565

HALLOWELL WATER DISTRICT
HALLOWELL, MAINE

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

MARCH 2009

11410

BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS

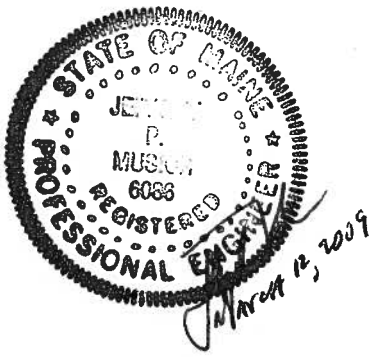
FOR

SECOND STREET BRIDGE
WATER MAIN CROSSING

FOR THE

HALLOWELL WATER DISTRICT

MARCH 2009



Prepared By:

Wright-Pierce
99 Main Street
Topsham, Maine 04086

Phone: (207) 725-8721

HALLOWELL WATER DISTRICT
SECOND STREET BRIDGE
WATER MAIN CROSSING

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02200	Earthwork
02223	Trench Excavation - Earth
02270	Temporary Erosion Control
02615	Ductile Iron Water Main and Fittings
02675	Cleaning, Testing & Chlorination of Water Mains
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03319	Concrete Cradles, Arches, Encasements and Thrust Blocks
DIVISION 5 - MISCELLANEOUS METALS	
05500	Metal Fabrications
DIVISION 15 - MECHANICAL	
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15188	Pipe Insulation and Jacketing

Appendix A - Hallowell Water District Water Main Standard Guidelines

END OF SECTION

SECTION 01010A

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Summary

1. Construction/Installation of:

   a. 12-inch ductile iron insulated mechanical joint water main, insulation and aluminum and PVC jacketing, couplings, fittings, pipe support assemblies, thrust blocks, sleeves and associated hardware to span the Second Street Bridge. In addition, below grade work to the point of interconnection with work to be completed by the Hallowell Water District will also be required.

   b. Contractor to furnish and install all materials for a complete project including but not limited to:

      - Galvanized beams, hardware, and mounting brackets to be furnished and installed by the Contractor.
      - Pipe roller supports.
      - Furnish and install galvanized sleeves for pipe penetrations in bridge support structures, sealant and other incidental work, as required.
      - Buried portions of the main to the point of interconnection with the Hallowell Water District contractor, who will install certain portions of the buried water main within the limits of work for the bridge reconstruction project.
      - Placement of thrust restraints and thrust blocks

B. General

1. The Work described herein must be coordinated with the reconstruction of the Second Street Bridge by the Maine Department of Transportation.
2. The Second Street Bridge reconstruction project was designed by SEA Consultants Inc. for the Maine Department of Transportation.
3. The Contractor should visit and examine the project site and become familiar with all existing conditions pertinent to the work to be performed thereon. No additional compensation will be allowed for failure to be so informed.
4. Provide all labor, materials, equipment, operations, methods and procedures as indicated in the Contract Documents, together with all items necessary for or incidental to the completion of the work.
5. Contractor shall take preconstruction photographs.

C. Water Mains

1. Provide labor, equipment, and materials as described in the Specifications and the Drawings. The Hallowell Water District standard water main installation

specifications are appended to this agreement and shall be used where the specifications do not provide sufficient detail or description of work

2. The water main shall be adjusted, as necessary and turned over to the Hallowell Water District after passing testing and disinfection. All leakage, pressure testing and chlorination testing will be completed by the Hallowell Water District. In the event testing fails, the contractor shall repair/replace defective materials and work.
3. Restrained joints shall be properly torqued following final placement of the bridge deck.
4. Imbeds for the pipe anchors will be installed by the MDOT contractor as described.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 CONSTRUCTION ACTIVITIES

1. The Contractor shall coordinate the water main work as necessary with the additional contract work for the Second Street Bridge reconstruction project.
2. The Contractor shall coordinate the water main work as necessary with the water main extension and replacement work beyond the bridge abutments and constructed by others.

3.2 CONSTRUCTION SEQUENCE

A. The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor's plans for doing the work.

END OF SECTION

SECTION 01010A

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work Summary

1. Construction/Installation of:
   a. 12-inch ductile iron insulated mechanical joint water main, insulation and aluminum and PVC jacketing, couplings, fittings, pipe support assemblies, thrust blocks, sleeves and associated hardware to span the Second Street Bridge. In addition, below grade work to the point of interconnection with work to be completed by the Hallowell Water District will also be required.
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PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 CONSTRUCTION ACTIVITIES

1. The Contractor shall coordinate the water main work as necessary with the additional contract work for the Second Street Bridge reconstruction project.
2. The Contractor shall coordinate the water main work as necessary with the water main extension and replacement work beyond the bridge abutments and constructed by others.

3.2 CONSTRUCTION SEQUENCE

A. The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations prior to commencing any work. This schedule shall include the Contractor's plans for doing the work.

END OF SECTION

SECTION 01050

COORDINATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. Contractor is required to work in close proximity to Hallowell Water District's existing facilities. The Contractor, under this Contract, will be responsible for coordinating construction activities with District to ensure that services, facilities, and safe working conditions are maintained.

B. The District's contractor will be installing other work within the MDOT project limits in advance of the work under this contract. This work will be complete in advance of the bridge work contract. The District will provide ties to the termination points of their work to specify the exact location for interconnections by the contractor.

C. The District will complete all testing of water mains installed under this contract including leakage, pressure and chlorination testing.

D. The City of Hallowell will be installing an electrical conduit on the water support brackets after the installation work in this contract is complete.

E. Other Construction Contractors will be interfacing with this Contract and working within the work area and in the vicinity of this Contract. The Contractor, under this contract, shall act as Construction Coordinator and shall coordinate construction activities with other Contractors working for District.

F. Any damage to existing structures, equipment and property, accepted equipment or structures, and property or work in progress by others; as a result of the Contractor's or his subcontractor's operations shall be made good by the Contractor at no additional cost to the District.

1.2 COORDINATION WITH OTHERS

A. Hallowell Water District (District)

1. Contractor shall be responsible for coordinating all work in the vicinity of water mains that will be relocated and constructed outside of the MDOT contract. Contractor shall be responsible for terminating the bridge crossing water main and removing temporary plugs at each end of the limit of work as shown on the drawings. After the new work is tested and chlorinated, the District's contractor shall remove the plugs and interconnect the mains to the work being completed by the District.

B. The Contractor shall provide the Resident Project Representative to oversee all portions of the work. The District will also provide an inspector to oversee this portion of the work.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. For lump sum contract amount, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed for furnishing and installing the 12-inch permanent ductile iron water main across Second Street Bridge in Hallowell, Maine.

1.2 SCOPE OF PAYMENT

A. The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

B. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of the Supplemental and General Conditions.

1.4 PAYMENT FOR MATERIAL DELIVERED

A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used, and have been delivered to the construction site or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplementary Conditions.

B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures or other work of any kind which are not a permanent part of the Contract.

1.5 FINAL PAYMENT

A. The Engineer will make, as soon as practicable after the entire completion of the project, a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to the provisions of the General and Supplementary Conditions.

1.6 INCIDENTAL WORK

A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:
   1. Dust control
   2. Dewatering
   3. Clean-up
   4. Erosion control
   5. Loam and seeding
   6. Restoration of property, and replacement of fences, curbs, structures and other minor items disturbed by the construction activities.
   7. Coordination with the Owner, Utilities and others
   8. Utility crossings and relocations, unless payment is otherwise made
   9. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
   10. Repair and replacement of utilities damaged by construction activities and corresponding proper disposal of removed materials
   11. Temporary utilities for construction and to maintain existing service during construction
   12. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
   13. Weather protection
   14. Permits not otherwise paid for or provided by the Owner
   15. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required.
   16. On-site and other facilities acceptable to Engineer for the storage of materials, supplies and equipment to be incorporated into the Work
   17. Facilities start-up services required by the Contract Documents.
   18. Mobilization/demobilization.
   19. Test pits to determine existing utility locations, soils conditions, and as required to complete the project.
   20. Removal and Replacement of Existing Pavement
   21. Earthwork
   22. Construction Administration and Insurance
   23. Removal and disposal of existing water mains on existing bridge.
   24. Insulation and Jacketing
   25. Pipe Sleeves at Abutments
   26. Pipe Hangers

27. Removal of Granite Blocks
28. Assistance Testing and Chlorination
29. Thrust Blocks

1.7 DESCRIPTION OF PAY ITEMS

A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.

B. Lump-sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

Item No. 809.01 SPECIAL WORK NO. 1 (WATER MAIN BRIDGE CROSSING)

Payment of the lump sum price for Bid Item No. 809.01 shall be full compensation for furnishing and installing all labor, materials, tools and equipment required and for all work on the project as indicated on the Drawings and as specified and all its' appurtenances in its entirety. The work shall include all portions of the work including incidental work, furnishing and installing the water main, bridge support brackets, insulation and jacketing, thrust blocks, fittings, sleeves, bends and fittings, coordination with the Hallowell Water District for portions of the work furnished and installed by the District and all other appurtenant work to complete the project in full.

END OF SECTION

SECTION 01340

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Submit to the Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturers' Certificates, Project Data, and Samples required by the Specification Sections.

1.2 SHOP DRAWINGS

A. Shop Drawings are required for each and every element of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.

B. Shop Drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, his subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.

C. The Contractor shall submit to the Engineer a minimum of six (6) copies of Shop Drawings and approved data. The Engineer will retain three (3) copies (for Owner's, Engineer's and Field Representative's files) and return three (3) copies to the Contractor for distribution to subcontractors, suppliers and manufacturers. If the Contractor requires more than three (3) then the number of copies submitted shall be adjusted accordingly. The only exception to the above is that all shop drawings which incorporate blue line type drawings shall be submitted with only one good quality reproducible. The Engineer will return the one marked up reproducible to the Contractor.

D. The Contractor shall provide a copy of the completed Submittal Certification Form (copy provided for Contractor's use at the end of this Specification Section) which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.

E. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

F. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements.

All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

G. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.

H. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. Shop drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard sizes shall be: (a) 24 inches by 36 inches; (b) 11 inches by 17 inches, and (c) 11 inches by 8-1/2 inches. Provision shall be made in preparing the shop drawings to provide a binding margin on the left hand side of the sheet. Shop drawings submitted other than as specified herein may be returned for resubmittal without being reviewed.

I. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer.

J. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.

K. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

L. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.

1.3 SAMPLES

A. The Contractor shall submit samples when requested by the Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.4 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall furnish the Engineer six (6) copies of a complete instruction manual for installation, operation, maintenance, and lubrication of each item specified. At least 3 months prior to the expected substantial completion date, the Contractor shall submit to the Engineer all manuals in accordance with the requirements specified herein.

B. Manuals shall include operating and maintenance information on all systems and items of equipment. The data shall consist of catalogs, brochures, bulletins, charts, schedules, equipment numbers, shop drawings corrected to as-built conditions, wiring diagrams, and assembly drawings which shall describe location, operation, maintenance, lubrication, operating weight, lubrication charts showing manufacturer recommended lubricants for each rotating or reciprocating unit, and other necessary information for the Engineer to establish a complete maintenance program.

C. The submittal shall also include details of all replacement parts; "Nameplate" data for all equipment; detailed instructions for start-up, normal operation, shutdown procedures, and control techniques; and a guide to troubleshooting the system.

1.5 MANUFACTURER'S CERTIFICATES

A. Prior to accepting the installation, the Contractor shall submit manufacturer's certificates for each item specified.

B. Such manufacturer's certificates shall state that the equipment has been installed under either the continuous or periodic supervision of the manufacturer's authorized representative, that it has been adjusted and initially operated in the presence of the manufacturer's authorized representative, and that it is operating in accordance with the specified requirements, to the manufacturer's satisfaction. All costs for meeting this requirement shall be included in the Contractor's bid price.

1.6 SUBMISSION REQUIREMENTS

A. Accompany submittals with transmittal letter, containing:
   1. Date.
   2. Project title and number.
   3. Contractor's name and address.
   4. The number of each Shop Drawing, Project Data and Sample submitted.
   5. Notification of deviations from Contract Documents.
   6. Other pertinent data.

B. A completed Submittal Certification Form shall be attached to each copy of each shop drawing and must include:
   1. Identification of deviations from Contract Documents.

2. Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with Contract Documents.
3. Where specified or when requested by the Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
4. Where specified, manufacturer's guarantee.

1.7 RESUBMISSION REQUIREMENTS

A. Revise initial drawings as required and resubmit as specified for initial submittal.
B. Indicate on drawings any changes which have been made other than those required by Engineer.

1.8 ENGINEER'S REVIEW

A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

SUBMITTAL CERTIFICATION FORM

PROJECT: _____ CONTRACTOR'S PROJ. NO: _____

CONTRACTOR: _____ ENGINEER'S PROJ. NO: _____

ENGINEER: _____

TRANSMITTAL NUMBER: _____ SHOP DRAWING NUMBER: _____

SPECIFICATION SECTION OR DRAWING NO: _____

DESCRIPTION: _____

MANUFACTURER: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with

☐ NO DEVIATIONS

or

☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS[a]:

_____

_____

_____

_____

_____

By: _____ By: _____

Contractor[b] Manufacturer[c]

Date: _____ Date: _____

[a] Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if so directed.

[b] Required on all submittals

[c] When required by specifications

Page ___ of ___

General Contractor's Stamp

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. General Quality Control.
B. Workmanship.
C. Manufacturer's Instructions.
D. Manufacturer's Certificates.
E. Manufacturer's Field Services.
F. Testing Laboratory Services.

1.2 RELATED REQUIREMENTS

A. Section 01340 - Submittals: Submittal of Manufacturer's Instructions.
B. Section 02200 - Earthwork.
C. Section 02250 - Trench Backfilling, Compaction Control and Testing.
D. Section 03300 - Cast-in-Place Concrete.

1.3 QUALITY CONTROL

A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.4 WORKMANSHIP

A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
B. Perform work by persons qualified to produce workmanship of specified quality.
C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

1.6 MANUFACTURERS' CERTIFICATES

A. When required by individual Specifications Section, submit manufacturer's certificate that products meet or exceed specified requirements.

1.7 MANUFACTURERS' FIELD SERVICES

A. When specified in respective Specification Sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test,

adjust and balance of equipment as applicable, and to make appropriate recommendations.

B. Representative shall submit written report to Engineer listing observations and recommendations.

1.8 TESTING LABORATORY SERVICES

A. The Water District will employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services wherever an Independent Testing Laboratory is required by individual specification sections listed in paragraph 1.2 above, unless otherwise indicated.

B. Services will be performed in accordance with requirements of governing authorities and with specified standards.

C. Reports will present observations and test results and indicate compliance or non-compliance with specified standards and with Contract Documents. Independent Testing Laboratory will submit one copy of each report directly to each of the following: Engineer, Resident Project Representative, Contractor. Reports will be mailed within 5 days of obtaining test results. If test results indicate deficiencies, Independent Testing Laboratory shall telephone or FAX results to Engineer, Resident Project Representative and Contractor within 24 hours.

D. Contractor shall cooperate with Independent Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.

E. Contractor shall coordinate all testing work and shall notify Engineer and Independent Testing Laboratory at least 24 hours prior to performing work requiring testing services. If scheduled tests or sampling cannot be performed because the work is not ready as scheduled, testing costs associated with the delay will be determined by Engineer and invoiced by Owner to Contractor. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price. If adequate notice is not provided, Contractor shall suspend work on that portion of the Project until testing can be performed. Such suspension will not be grounds for a claim against the Owner for delay, nor will it be an acceptable basis for an extension of time.

F. Payment for Independent Testing Laboratory services shall be as follows:

1. General: Where testing is the Owner's responsibility, payment will be made as stated below unless other requirements are given in Specification Sections. Testing which is the responsibility of the Contractor will be considered an incidental item unless otherwise indicated in Section 01150, Measurement and Payment.
2. Initial Testing: Owner will pay for initial tests.
3. Retesting: Costs of retesting due to non-compliance will be paid by Owner. The cost of retesting will be determined by Engineer and Owner will invoice Contractor for this cost. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price.

4. Contractor's Convenience Testing: Inspections and tests performed for Contractor's convenience will be paid for by Contractor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01562

DUST CONTROL

PART 1 - GENERAL

1.1 DESCRIPTIONS

A. Work Included:

1. Furnish and apply water or calcium chloride on the road surfaces within the construction site, when required to control dust and when directed by the Engineer.
2. When dust control is not included as a separate item in the Contract, the work shall be considered incidental to the appropriate items of the Contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Water for Sprinkling:

1. Clean, free of salt, oil, and other injurious matter.

B. Calcium Chloride:

1. Meet the requirements of AASHTO M144.

PART 3 - EXECUTION

3.1 APPLICATION

A. Water:

1. Apply water by methods approved by the Engineer.
2. Use approved equipment including a tank with gauge equipped pump and spray bar.

B. Calcium Chloride:

1. Apply at a rate sufficient to maintain a damp surface but low enough to assure non-contamination of water courses.
2. Apply water prior to calcium chloride addition.

END OF SECTION

SECTION 02200

EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. The Work described by this Section consists of all earthwork encountered and necessary for construction of the project as indicated in the Contract Documents, and includes but is not limited to the following:
   1. Excavation
   2. Backfilling and Filling
   3. Compaction
   4. Embankment Construction
   5. Grading
   6. Providing soil material as necessary
   7. Disposal of excess suitable material and unsuitable materials

B. Related Work Specified Elsewhere: (When Applicable)
   1. Section 02223 - Trench Excavation
   2. Clearing and Grubbing, Dewatering, Filter Fabric, Temporary Erosion Control, Stripping and Stockpiling of Topsoil, Sheeting, Landscaping, and Paving are specified in the appropriate sections of this Division.
   3. Section 01400 - Quality Control.
   4. Pipe, fittings and valves are specified in Division 15 or 2.

1.2 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies:
   1. All work shall be performed and completed in accordance with all local, state and federal regulations.
   2. The General Contractor shall secure all other necessary permits unless otherwise indicated from, and furnish proof of acceptance by, the municipal and state departments having jurisdiction and shall pay for all such permits, except as specifically stated elsewhere in the Contract Documents.

B. Line and Grade:
   1. The Contractor shall establish the lines and grades in conformity with the Drawings and maintain same to properly perform the work.

C. Testing Methods:
   1. Gradation Analysis: Where a gradation is specified the testing shall be in accordance with ASTM C-117-90 and ASTM C-136-93 (or latest revision).
   2. Compaction Control:
      a) Unless otherwise indicated, wherever a percentage of compaction for backfill is indicated or specified, it shall be the in-place density divided by the maximum density and multiplied by 100. The maximum density

shall be the density at optimum moisture as determined by ASTM Standard Methods of Test for Moisture-Density Relations of Soil Using 10-lb. Hammer and 18-in. Drop, Designation D-1557-91 (Modified Proctor), or latest revision, unless otherwise indicated.

b) The in-place density shall be determined in accordance with ASTM Standard Method of Test for Density of Soil in Place by the Sand Cone method, Designation D 1556-90, (or latest revision) or Nuclear method Designation D2922.

c) Wherever specifically indicated, maximum density at optimum moisture may be determined by ASTM Standard Methods of Test for Moisture Density Relations of Soils, ASTM D-698-91 (Standard Proctor).

1.3 SUBMITTALS

A. Collection of samples and testing of all materials for submittals shall be performed by the Independent Testing Laboratory and paid for by the Contractor until the materials are approved by the Owner or Engineer

B. Submit test results in accordance with the procedure specified in the General and Supplementary Conditions.

C. Submit test results (including gradation analysis) and source location for all borrow material to be used at least 10 working days prior to its use on the site. Contractor shall identify and provide access to borrow sites.

D. Submit moisture density curve for each type of soil (on site or borrow material) to be used for embankment construction or fill beneath structures or pavement.

1.5 JOB CONDITIONS

A. Site Information:

1. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner and Engineer will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Data are made available for the convenience of Contractor.

2. Additional test borings and other exploratory operations may be made by Contractor at no additional cost to Owner.

B. Existing Utilities and Structures:

1. The locations of utilities and structures shown on the Drawings are approximate as determined from physical evidence on or above the surface of the ground and from information supplied by the utilities. The Engineer in no way warranties that these locations are correct. It shall be the responsibility of the Contractor to determine the actual locations of any utilities or structures within the project area.

PART 2 - PRODUCTS

2.1 SOIL MATERIAL

A. Aggregate Base: Not Furnished under this Section

B. Aggregate Leveling Course and Untreated Surface Course: Not Furnished under this Section

C. Common Borrow: Shall consist of approved material required for the construction of the work where designated. Common borrow shall be free from frozen material, perishable rubbish, peat, organic, and other unsuitable material.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
6-inch	100
No. 200	0-5

Common borrow may be used for embankments unless otherwise indicated and provided that the material is at a moisture content suitable for compaction to the specified density. No rocks shall exceed 3/4 of the depth of the specified lift thickness.

D. Crushed Stone: Shall be a uniform material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, containing angular pieces, as are those which come from a mechanical crusher. Gradation requirements shall be as follows:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
1-1/2 inch	100
1 inch	95-100
1/2 inch	25-60
No. 4	0-10

E. Screened Stone: Shall be a well graded stone consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
1 inch	100
3/4 inch	90-100
3/8 inch	20-55
No. 4	0-10

No. 8	0-5

H. Sand: Shall be well graded durable material free of organic matter and conform to the following gradation requirements:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
3/8 inch	100
No. 4	95-100
No. 16	50-85
No. 50	10-30
No.100	2-10
No.200	0-5

Sand conforming to the requirement for fine aggregate in ASTM Standard Specifications for Concrete Aggregate, Designation C-33, will meet the above requirement.

2.2 CONCRETE

A. If concrete is required for excess excavation, provide 3,000 psi concrete complying with requirements of Section 03300.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which excavating, backfilling, filling, compaction and grading are to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 EXCAVATION

A. General:
   1. Excavation consists of removal and disposal of all material encountered when establishing line and grade elevations required for execution of the work.
   2. The Contractor shall make excavations in such manner and to such widths as will give suitable room for building the structures or laying and jointing the piping; shall furnish and place all sheeting, bracing, and supports; shall do all cofferdamming, pumping, and draining; and shall render the bottom of the excavations firm, dry and acceptable in all respects.
   3. All excavation shall be classified as either earth or ledge.
      a) Earth Excavation shall consist of the removal, hauling and disposal of all earth materials encountered during excavation including but not limited to native soil or fill, pavement (bituminous or concrete), existing sewers and manholes, ashes, loam, clay, swamp muck, debris, soft or disintegrated rock or hard pan which can be removed with a backhoe, or

a combination of such materials, and boulders measuring less than one cubic yard.

b) Ledge Excavation: Shall consist of the removal, hauling, and disposal of all ledge or rock encountered during excavation. "Ledge" and "rock" shall be defined as any natural compound, natural mixture that in the opinion of the Engineer can be removed from its existing position and state only by drilling and blasting, wedging, sledging, boring or breaking up with power operated tools. No boulder, ledge, slab, or other single piece of excavated material less than two cubic yards in total volume shall be considered to be rock unless, in the opinion of the Engineer it must be removed from its existing position by one of the methods mentioned above.

4. The Contractor shall not have any right of property in any materials taken from any excavation. Do not remove any such materials from the construction site without the approval of the Engineer. This provision shall in no way relieve the Contractor of his obligations to remove and dispose of any material determined by the Engineer to be unsuitable for backfilling. The Contractor shall dispose of unsuitable and excess material in accordance with the applicable sections of the Contract Documents.

B. Additional Excavation: When excavation has reached required subgrade elevations, notify the Engineer and Resident Project Representative who will observe the conditions.

1. If material unsuitable for the structure or paved area or pipeline (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the Drawings and/or Specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted select fill, screened stone, crushed stone, or concrete as directed by the Engineer.
2. All excavated materials designated by the Engineer as unsuitable shall become the property of the Contractor and disposed of at locations in accordance with all State and local laws and the provisions of the Contract Documents.

C. Unauthorized Excavation: Shall consist of removal of materials beyond indicated subgrade elevations or dimensions without specific authorization of Engineer. Unauthorized excavation, as well as remedial work required by the Engineer shall be at the Contractor's expense. Remedial work required is as follows:

1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation with select fill or screened stone compacted to 95%. Provide 12" minimum select fill or screened stone directly under footings. Concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.
2. If the bottom of a trench is excavated beyond the limits indicated, backfill the resulting void with thoroughly compacted screened stone, unless otherwise indicated.

3. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.

E. Trench Excavation: Shall consist of removal, hauling and disposal of all material encountered in the excavation to the widths and depths shown on the Drawings to permit proper installation of underground utilities.
   1. Excavate trenches to the uniform width shown on the Drawings sufficiently wide to provide sufficient space for installation, backfilling, and compaction. Every effort should be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.
   2. Trenches shall be excavated with approximately vertical sides between the elevation of the center of the pipe and an elevation one foot above the top of the pipe.
   3. Grade bottoms of trenches as indicated for pipe and bedding to establish the indicated slopes and invert elevations, notching under pipe joints to provide solid bearing for the entire body of the pipe, where applicable.
   4. If pipe is to be laid in embankments or other recently filled material, the material shall first be placed to the top of the fill or to a height of at least two feet above the top of the pipe, whichever is the lesser. Particular care shall be taken to ensure maximum consolidation of material under the pipe location. The pipe trench shall be excavated as though in undisturbed material.
   5. Unless otherwise specifically directed or permitted by the Engineer, begin excavation at the low end of sewer and storm lines and proceed upgrade.
   6. Perform excavation for force mains and water mains in a logical sequence.
   7. The extent of open excavation shall be controlled by prevailing conditions subject to any limits prescribed by the Engineer.
   8. As the excavation progresses, install such shoring and bracing necessary to prevent caving and sliding and to meet the requirements of the state and OSHA safety standards, as outlined in the appropriate section of this Specification.

F. Protection of Persons, Property and Utilities:
   1. Barricade open excavations occurring as part of this work and post with warning lights in compliance with local and State regulations.
   2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations. Exercise extreme caution and utilize sheeting, bracing, and whatever other precautionary measures that may be required.
   3. Rules and regulations governing the respective utilities shall be observed in execution of all work. Active utilities and structures shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped only with written authorization of the utility owner. Report in writing to the Engineer, the

locations of such abandoned utilities. Extreme care shall be taken when performing work in the vicinity of existing utility lines, utilizing hand excavation in such areas, as far as practicable.

4. Repair, or have repaired, all damage to existing utilities, structures, lawns, other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility, the property owner, and the Owner.

G. Use of Explosives:
1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
2. All blasting shall be performed in accordance with all pertinent provisions of the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.

H. Stability of Excavations:
1. Slope sides of excavations to comply with all codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

I. Shoring and Bracing:
1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
2. Provide trench shoring and bracing to comply with local codes and authorities having jurisdiction.
3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Install shoring and bracing as excavation progresses.

J. Material Storage:
1. Stockpile excavated materials which are satisfactory for use on the work until required for backfill or fill. Place, grade and shape stockpiles for proper drainage and protect with temporary seeding or other acceptable methods to control erosion.
2. Locate and retain soil materials away from edge of excavations.
3. Dispose of excess soil material and waste materials as herein specified.

K. Dewatering:
1. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to intercept and/or remove promptly and dispose properly of all water entering trenches and other excavations (including surface and subsurface waters).
2. Excavations shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged. Refer to Specification Section 02401.

L. Cold Weather Protection:
   1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F.
   2. No frozen material shall be used as backfill or fill and no backfill shall be placed on frozen material.

M. Separation of Surface Material:
   1. The Contractor shall remove only as much of any existing pavement as is necessary for the prosecution of the work.
   2. Prior to excavation, existing pavement shall be cut where in the opinion of the Engineer it is necessary to prevent damage to the remaining road surface.
   3. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
   4. From areas within which excavations are to be made, loam and topsoil shall be carefully removed and separately stored to be used again as directed; or, if the Contractor prefers not to separate surface materials, he shall furnish, as directed, loam and topsoil at least equal in quantity and quality to that excavated.

N. Dust Control:
   1. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including sweeping and sprinkling of streets as necessary, so as to minimize the creation and dispersion of dust. Refer to Specification Section 01562.
   2. If the Engineer decides that it is necessary to use calcium chloride for more effective dust control, the contractor shall furnish and spread the material, as directed.

3.3 BACKFILL AND FILL

A. General:
   1. Backfilling shall consist of replacing material removed to permit installation of structures or utilities, as indicated in the Contract Documents.
   2. Filling shall consist of placing material in areas to bring them up to grades indicated on the Drawings.
   3. The Contractor shall provide and place all necessary backfill and fill material, in layers to the required grade elevations.
   4. Backfill excavations as promptly as work permits, but not until completion of the following:
      a. Acceptance by Engineer of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
      b. Inspection, approval, and recording locations of underground utilities.
      c. Removal of concrete formwork.
      d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Temporary sheet piling driven below bottom of structures shall be removed in manner to prevent settlement of the structure or utilities, or cut off and left in place if required.

e. Removal of trash and debris.
f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
g. Density testing having results meeting requirements specified herein.

5. In general, and unless otherwise indicated, material used for backfill of trenches and excavations around structures shall be suitable excavated material which was removed in the course of making the construction excavation. Unless otherwise specified or allowed by the Engineer the backfill and fill shall be placed in layers not to exceed 8 inches in thickness.
6. All fill and backfill under structures and pavement, and adjacent to structures, shall be compacted crushed stone or select fill as specified or as indicated on the Drawings. The fill and backfill materials shall be placed in layers not exceeding 8 inches in thickness.
7. All structures (including manholes) shall be placed on a 6-inch mat of screened stone unless otherwise indicated.
8. Suitable excavated material shall meet the following requirements:
   a. Free from large clods, silt lumps or balls of clay.
   b. Free from stones and rock fragments with larger than 12 inch max. dimension.
   c. Free from organics, peat, etc.
   d. Free from frozen material.
9. If sufficient suitable excavated material is not available from the excavations, and where indicated on the Drawings, the backfill material shall be select fill or common borrow, unless otherwise indicated, as required and as directed by the Engineer.
10. Do not backfill with, or on, frozen materials.
11. Remove, or otherwise treat as necessary, previously placed material that has frozen prior to placing backfill.
12. Do not mechanically or hand compact material that is, in the opinion of the Engineer, too wet.
13. Do not continue backfilling until the previously placed and new materials have dried sufficiently to permit proper compaction.
14. The nature of the backfill materials will govern the methods best suited for their placement and compaction. Compaction methods and required percent compaction is covered in Compaction section.
15. Before compaction, moisten or aerate each layer as necessary to provide a water content necessary to meet the required percentage of maximum dry density for each area classification specified.
16. Do not allow large masses of backfill material to be dropped into the excavation in such a manner that may damage pipes and structures.
17. Place material in a manner that will prevent stones and lumps from becoming nested.
18. Completely fill all voids between stones with fine material.
19. Do not place backfill on or against new concrete until it has attained sufficient strength to support loads without distortion, cracking, and other damage.

20. Deposit backfill and fill material evenly on all sides of structures to avoid unequal soil pressures.
21. Keep stones or rock fragments with a dimension greater than two inches at least one foot away from the pipe or structure during backfilling.
22. Leave sheeting in place when damage is likely to result from its withdrawal.
23. Completely fill voids left by the removal of sheeting with screened stone which is compacted thoroughly.

B. Pipe Bedding, Initial Backfill and Trench Backfill

1. Place bedding and backfill in layers of uniform thickness specified herein, and as shown on the Drawings.
2. Thoroughly compact each layer by means of a suitable vibrator or mechanical tamper.
3. Install pipe bedding and initial backfill in layers of uniform thickness not greater than eight (8) inches.
4. Deposit the remainder of the backfill in uniform layers not greater than eight inches.
5. Provide underground sewer marking tape for the full length of sewer trenches as shown on the Drawings. Marking tape shall be SETON #210 SEW or equivalent.
6. Where soft silt and clay soils are encountered the trench shall be excavated six inches below the normal bedding and backfilled with 6-inches of compacted sand.
7. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footings.
8. The following schedule gives the bedding requirements for various types of pipe. Distances refer to vertical thickness below the pipe.

BEDDING REQUIREMENTS

DI or Concrete Pipe	6 inches min. screened stone or select fill.
PVC or PE Pipe	6 inches min. screened stone.

9. The following schedule gives the initial backfill requirements for various types of pipes.

INITIAL BACKFILL REQUIREMENTS

DI or Concrete, Pipe	Screened stone or select fill 6 inches min. over top of pipe.
PVC or PE	6 inches min. screened stone

Pipe over the top of the pipe.

10. Special bedding and backfill requirements shown on the Drawings supersede requirements of this section.
11. Where pipes or structures pass through or under the impervious core of the lagoon embankments, bedding and backfill material shall consist of the impervious embankment material. Extra care should be given to properly and thoroughly compact the bedding material around the pipe.

C. Improper Backfill:
1. When excavation and trenches have been improperly backfilled, and when settlement occurs, reopen the excavation to the depth required, as directed by the Engineer.
2. Refill and compact the excavation or trench with suitable material and restore the surface to the required grade and condition.
3. Excavation, backfilling, and compacting work performed to correct improper backfilling shall be performed at no additional cost to the Owner.

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

3.4 COMPACTION:

A. General:
1. Control soil compaction during construction to provide not less than the minimum percentage of density specified for each area classification.

B. Percentage of Maximum Density Requirements:
1. Compact soil to not less than the following percentages of maximum dry density determined in accordance with ASTM D1557 as indicated.
   a. Structures: Compact each layer of backfill or fill material below or adjacent to structures to at least 95% of maximum dry density (ASTM D1557).
   b. Off Traveled Way Areas: Compact each layer of backfill or fill material to at least 90% of maximum dry density (ASTM D1557).
   c. Walkways: Compact each layer of backfill or fill material to at least 93% of maximum dry density (ASTM D1557).
   d. Roadways, Drives and Paved Areas: Compact each layer of fill, subbase material, and base material to at least 95% of maximum dry density (ASTM D1557).
   e. Pipes: Compact bedding material and each layer of backfill to at least 90% maximum dry density (ASTM D1557). Where backfilling with excavated material, compact to native field density.

f. Embankments: Compact each layer of embankment material to at least 95% of maximum dry density (ASTM D1557).

C. Moisture Control:

1. Where subgrade or a layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, in quantities controlled to prevent free water appearing on surface during or subsequent to compaction operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory level.

D. Embankment Compaction:

1. After each embankment layer has been spread to the required maximum 8-inch thickness and its moisture content has been adjusted as necessary, it shall be rolled with a sufficient number of passes to obtain the required compaction. One pass is defined as the required number of successive trips which by means of sufficient overlap will insure complete coverage and uniform compaction of an entire lift. Additional passes shall not be made until the previous pass has been completed.
2. When any section of an embankment sinks or weaves excessively under the roller or under hauling units and other equipment, it will be evident that the required degree of compaction is not being obtained and that a reduction in the moisture content is required. If at any place or time such sinking and weaving produces surface cracks which, in the judgment of the Engineer are of such character, amount, or extent to indicate an unfavorable condition, he will recommend operations on that part of the embankment to be suspended until such time as it shall have become sufficiently stabilized. The ideal condition of the embankment is that attained when the entire embankment below the surface being rolled is so firm and hard as to show only the slightest weaving and deflection as the roller passes.
3. If the moisture content is insufficient to obtain the required compaction, the rolling shall not proceed except with the written approval of the Engineer, and in that event, additional rolling shall be done to obtain the required compaction. If the moisture content is greater than the limit specified, the material of such water content may be removed and stockpiled for later use or the rolling shall be delayed until such time as the material has dried sufficiently so that the moisture content is within the specified limits. No adjustment in price will be made on account of any operation of the Contractor in removing and stockpiling, or in drying the materials or on account of delays occasioned thereby.
4. If because of insufficient overlap, too much or too little water, or other cause attributable to defective work, the compaction obtained over any area is less than that required, the condition shall be remedied, and if additional rollings

are ordered, they will be done at no cost to the Owner. If the material itself is unsatisfactory or if additional rolling or other means fails to produce satisfactory results, the area in question shall be removed down to material of satisfactory density and the removal, replacement, and re-rolling shall be done by the Contractor, without additional compensation.

5. Material compaction by hand-operated equipment or power-driven tampers shall be spread in layers not more than 6 inches thick. The degree of compaction obtained by these tamping operations shall be equal in every respect to that secured by the rolling operation.

E. Compaction Methods: The Contractor may select any method of compaction that is suitable to compact the material to the required density.

1. General: Whatever method of compacting backfill is used, care shall be taken that stones and lumps shall not become nested and that all voids between stones shall be completely filled with fine material. All voids left by the removal of sheeting shall be completely backfilled with suitable materials and thoroughly compacted.
2. Tamping or Rolling: If the material is to be compacted by tamping or rolling, the material shall be deposited and spread in uniform, parallel layers not exceeding the uncompacted thicknesses specified. Before the next layer is placed, each layer shall be tamped as required so as to obtain a thoroughly compacted mass. Care shall be taken that the material close to the excavation side slopes, as well as in all other portions of the fill area, is thoroughly compacted. When the excavation width and the depth to which backfill has been placed are sufficient to make it feasible, and it can be done effectively and without damage to the pipe or structure, backfill may, on approval, be compacted by the use of suitable rollers, tractors, or similar powered equipment instead of by tamping. For compaction by tamping or rolling, the rate at which backfilling material is deposited shall not exceed that permitted by the facilities for its spreading, leveling, and compacting as furnished by the Contractor.

F. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.5 GRADING:

A. General:

1. Grading shall consist of that work necessary to bring all areas to the final grades.
2. Uniformly grade areas within limits of work requiring grading, including adjacent transition areas.
3. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building to drain away from structures and to prevent ponding.
2. Grade surfaces to be free from irregular surface changes, and as follows:
   a. Lawn or Unpaved Areas: Finish grade areas to receive topsoil to within not more than 1" above or below the required subgrade elevations.
   b. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 1/2" above or below the required subgrade elevation.
   c. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 3/8" above or below the required subgrade elevation.

C. Grading Surface of Fill Under Building Slabs:
1. Grade surface to be smooth and even, free of voids, and compacted as specified, to the required elevation.
2. Provide final grades within a tolerance of 1/2" when tested with a 10' straight edge.

D. Compaction:
1. After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

E. Protection of Graded Areas:
1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

3.6 BASE COURSE AND LEVELING COURSE

A. General:
1. Base course consists of placing the specified materials in layers to support a leveling course or paved surface, as indicated in the Drawings.

B. Grade Control:
1. During construction, maintain lines and grades including crown and cross-slope of base course and leveling course.

C. Placing:
1. Place base course on prepared subbase conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting base materials.
2. Place leveling course on prepared base course, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compaction.

D. Shaping and Compacting:
1. All layers of aggregate base course and leveling course shall be compacted to the required density immediately after placing. As soon as the compaction of any layer has been completed, the next layer shall be placed.
2. The Contractor shall bear full responsibility for and make all necessary repairs to the base leveling courses and the subgrade until the full depth of the base

leveling courses is placed and compacted. Repairs shall be made at no additional cost to the Owner.

3. If the top of any layer of the aggregate base or leveling course becomes contaminated by degradation of the aggregate or addition of foreign materials, the contaminated material shall be removed and replaced with the specified material at the Contractor's expense.

END OF SECTION

SECTION 02223

TRENCH EXCAVATION - EARTH

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Trench excavation work in earth includes the removal of sand, gravel, existing sewers and manholes, ashes, loam, clay, swamp muck, trolley tracks, soft or disintegrated rock or hard pan existing sewers and manholes which can be removed with a backhoe, or a combination of such materials, and boulders measuring less than one cubic yard for the installation of pipes and appurtenant structures.
2. All trench excavation shall be classed as earth or ledge.

B. Related Work - Specified Elsewhere:

1. Traffic regulation is specified and furnished by the general contractor.
2. Paving, road base and road subbase materials will be furnished by the contractor under appropriate bid items in the schedule and are not included in this lump sum item.
3. Ledge will also be paid for under general bid items and is not included in the lump sum item for the bridge crossing.
4. Clearing, removal and replacement of paving, trench excavation ledge, borrow and bedding, material, manholes, and catch basins, trench backfilling, compaction, control and testing, when applicable, are specified in the appropriate sections in this division.
5. Pipe and pipe fittings, valves, gates, and hydrants, when applicable, are specified in Divisions 2.
6. All work shall be coordinated with the road and bridge reconstruction work.

1.2 JOB CONDITIONS

A. Utilities:

1. The locations of utilities shown on the plans are approximate as determined from physical evidence on or above the surface of the ground and from information supplied by the utilities. The Engineer in no way warranties that these locations are correct. It shall be the responsibility of the Contractor to determine the actual locations of any utilities within the project area.
2. Rules and regulations governing the respective utilities shall be observed in executing all work in this section. Active utilities shall be adequately protected from damage, and removed or relocated only as indicated or specified. Inactive and abandoned utilities encountered in excavation and grading operations shall be removed, plugged or capped only with written authorization from the Utility Company. Report in writing to the Engineer, the locations of such abandoned utilities. Extreme care shall be taken when performing work in the vicinity of existing utility lines, utilizing hand excavation in such areas, as far as practicable. If, in the progress of

excavation, any utility should become damaged and result in any damage to public or private property, the General Contractor shall restore to the original condition, at no additional cost to the Owner, anything which has been damaged or disturbed.

B. Existing Structures:
   1. Perform excavation in such a manner that will prevent any possibility of undermining and disturbing the foundations of any existing structures and any work previously completed under this Contract.
   2. Where existing buildings and other structures are in proximity to the proposed construction, exercise extreme caution and utilize sheeting, bracing, and whatever other precautionary measures, that may be required.

C. Repairing Damage:
   1. Repair, or have repaired, all damage to existing utilities, structures, lawns, other public and private property which results from construction operations, at no additional expense to the Owner, to the complete satisfaction of the Engineer, the utility company, the property owners and the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The Contractor shall not have any right of property in any suitable materials taken from any excavation. Do not remove any such materials from the construction site without the approval of the Engineer. This provision shall in no way relieves the Contractor of his obligations to remove and dispose of any material determined by the Engineer to be unsuitable for backfilling.

B. Unsuitable Material:
   1. If, in the opinion of the Engineer, the material encountered above the indicated grade, shown on the Drawings, for excavation is unsuitable material, remove the material to the widths and depths as directed by the Engineer. Replace this material as specified in the "Trench Backfilling, Compaction, Control and Testing" section of this division.
   2. If, in the opinion of the Engineer, the material encountered at or below the indicated grade shown on the Drawings for excavation is unstable material, remove the material to the full width of the trench and to a minimum depth of twelve inches below the pipe. Replace this material with thoroughly compacted suitably screened gravel bedding material.
   3. All excavated materials designated by the Engineer as unsuitable shall become the property of the Contractor and disposed of at locations acceptable to or designated by the Owner, at no additional cost to the Owner.

C. Embankment Material:
   1. Obtain prior approval and instructions from the Engineer prior to undertaking the excavation for pipe placement of any fill material that has been in an embankment less than one year.

PART 3 - EXECUTION

3.1 PERFORMANCE

A. General:
   1. Unless otherwise specifically directed or permitted by the Engineer, begin excavation at the low end of sewer and storm lines and proceed upgrade.
   2. Perform excavation for force mains and water mains in a logical sequence.

B. Amount of Excavation:
   1. Trench width: As shown on the Drawings.
   2. Trench depth: 6-feet minimum unless insulated. All areas with less than 6-feet of cover and areas where the pipe is located between the granite retaining wall and the sheet pile wall or new modular concrete wall shall be insulated as described herein to protect against freezing from the outside wall.
   3. Open Excavation:
      a. The extent of open excavation shall be controlled by prevailing conditions.
      b. Open excavation shall, at all times, be confined to the limits prescribed by the Engineer.
      c. No trenches shall be left open during non-working hours unless adequate provisions are made to prevent injury to the work or persons. Appropriate barricades and warning devices shall be used to alert the public of hazardous areas.
   4. Unauthorized Excavation:
      a. Backfill to the specified grade, any excavation beyond the limits stated above and as shown on the Drawings (unless specifically ordered by the Engineer) with thoroughly compacted gravel borrow or screened gravel.
      b. Backfilling unauthorized excavation shall be at no additional cost to the Owner.

C. Shoring and Bracing:
   1. As the excavation progresses, install such shoring and bracing necessary to prevent caving and sliding and to meet the requirements of the state and OSHA safety standards.

END OF SECTION

SECTION 02270

TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included:

1. The work under this section shall include provision of all labor, equipment, materials and maintenance of temporary erosion control devices, as specified herein, as shown on the Drawings and as directed by the Engineer.
2. Erosion control measures shall be provided as necessary to correct conditions that develop prior to the completion of permanent erosion control devices, or as required to control erosion that occurs during normal construction operations.
3. Construction operations shall comply with all federal, state and local regulations pertaining to erosion control.
4. After awarding of or after being awarded the Contract, prior to commencement of construction activities, the Contractor will meet with the Engineer to discuss erosion control requirements and develop a mutual understanding relative to details of erosion control.

B. Related Work Specified Elsewhere:

1. Site work is specified in appropriate sections of this Division.

C. Design Criteria:

1. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment.
2. Stabilize disturbed earth surfaces in the shortest time and employ such temporary erosion control devices, as may be necessary, until such time as adequate soil stabilization has been achieved.

1.2 SUBMITTALS

A. The Contractor shall furnish the Engineer, in writing, his work plan giving proposed locations for storage of topsoil and excavated material, before beginning construction. A schedule of work shall accompany the work plan. Acceptance of this plan will not relieve the Contractor of his responsibility for completion of the work as specified.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Baled Hay:

1. At least 14" by 18" by 30" securely tied to form a firm bale, staked as necessary to hold the bale in place.

B. Sand Bags:
1. Heavy cloth bags of approximately one cubic foot capacity filled with sand or gravel.

C. Mulches:
1. Loose hay, straw, peat moss, wood chips, bark mulch, crushed stone, wood excelsior, or wood fiber cellulose.
2. Type and use shall be as specified by the "Maine Erosion and Sedimentation Control Best Management Practices" prepared by the Maine DEP, herein after referred to as the BMP.

D. Mats and Nettings:
1. Twisted Craft paper, yarn, jute, excelsior wood fiber mats, glass fiber and plastic film.
2. Type and use shall be as specified in the BMP.

E. Permanent Seed:
1. Conservation mix appropriate to the predominant soil conditions as specified in the BMP and subject to approval by the Engineer.

F. Temporary Seeding:
1. Use species appropriate for soil conditions and season as specified in the BMP and subject to approval by the Engineer.

G. Water:
1. The Contractor shall provide water and equipment to control dust, as directed by the Engineer.

H. Filter Fabrics:
1. Filter fabric shall be of one of the commercially available brands such as Mirafi, Typar or equivalent. Fabric types for particular applications shall be approved by the Engineer prior to installation.

2.2 CONSTRUCTION REQUIREMENTS

A. Temporary Erosion Checks:
1. Temporary erosion checks shall be constructed in ditches and other locations as necessary.
2. Baled hay, sand bags or siltation fence may be used in an arrangement to fit local conditions.

B. Temporary Berms:
1. Temporary barriers shall be constructed along the toe of embankments when necessary to prevent erosion and sedimentation.

C. Temporary Seeding:
Areas to remain exposed for a time exceeding 3 weeks shall receive temporary seeding as indicated below:

Season	Seed	Rate
Summer (5/15 - 8/15)	Sudangrass	40 lbs/acre
Late Summer/Early Fall	Oats	80 lbs/acre
(8/15 - 9/15)	Annual Ryegrass	40 lbs/acre
Fall (9/15 - 10/1)	Winter Rye	112 lbs/acre
Winter (10/1 - 4/1)	Mulch w/Dormant Seed	80 lbs/acre*
Spring (4/1 - 7/1)	Oats	80 lbs/acre
	Annual Ryegrass	40 lbs/acre

* seed rate only

D. Siltation fences shall consist of porous filter fabric with a wire mesh backing and shall be supported by posts as per manufacturer's recommendations. Fabric shall be approved by the Engineer.

E. Mulch All Areas Receiving Seeding:
Use either wood cellulose fiber mulch (750 lbs/acre); or straw mulch with chemical tack (as per manufacturer's specifications). Wetting for small areas may be permitted. Biodegradable netting is recommended in areas to be exposed to drainage flow.

F. Erosion control matting for slopes and ditches shall be anchored with pegs and/or staples per manufacturer's recommendations. Contractor shall provide matting along the flowline of all ditches and swales having a longitudinal slope in excess of 0.01 ft/ft, and on all slopes in excess of 3(H) to 1(V).

PART 3 - EXECUTION

3.1 INSTALLATION

A. Temporary Erosion Checks:
   1. Temporary erosion checks shall be constructed in ditches and at other locations designated by the Engineer. The Engineer may modify the Contractor's arrangement of silt fences, bales and bags to fit local conditions.
   2. Baled hay, silt fences, or sandbags, or some combination, may be used in other areas, as necessary, to inhibit soil erosion.
   3. Siltation fence shall be located and installed as shown on plans or as required to comply with all Federal, State and Local Regulations.
   4. Sedimentation ponds shall be sited and constructed to the grades and dimensions as shown on the Drawings and will include drainage pipe and an emergency spillway.

B. Erosion control matting for slopes and ditches shall be installed where indicated on the Drawings and as required to stabilize the soil until permanent vegetative stabilization is established.

C. Maintenance:

Erosion control features shall be installed prior to excavation wherever appropriate. Temporary erosion control features shall remain in place and shall be maintained until a satisfactory growth of grass is established. The Contractor shall be responsible for maintaining erosion control features throughout the life of the construction contract. Maintenance will include periodic inspections by the Owner or Engineer for effectiveness of location, installation and condition with corrective action taken by the Contractor, as appropriate.

D. Removing and Disposing of Materials:
   1. When no longer needed, material and devices for temporary erosion control shall be removed and disposed of upon approval by Engineer.
   2. When removed, such devices may be reused in other locations, provided they are in good condition and suitable to perform the erosion control for which they are intended.
   3. When dispersed over adjacent areas, the material shall be scattered to the extent that it causes no unsightly conditions nor creates future maintenance problems.
   4. Sedimentation basins, if no longer required, will be filled in, the pipe removed, the surface loamed and grass cover shall be established.

END OF SECTION

SECTION 02615

DUCTILE IRON PIPE & FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Provide and install ductile iron pipe and fittings of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.

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

1.2 QUALITY ASSURANCE

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

B. Acceptable Manufacturers:
   1. Tyler
   2. Griffin
   3. Union
   4. US Pipe
   5. Or equivalent.

1.3 DELIVERY, STORAGE & HANDLING

A. Exercise extra care when handling ductile iron pipe because it is comparatively brittle.

B. Exercise extra care when handling cement lined pipe because damage to the lining will render it unfit for use.

C. Protect the spherical spigot ends and the plain ends of all pipe during shipment by wood lagging securely fastened in place.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

A. General:

1. All exterior (buried) ductile iron pipe shall have push-on or mechanical joints unless otherwise specified or shown on the Drawings. Pipe within valve pits and other structures is considered interior pipe and shall be flanged.
2. Unless otherwise shown on the Drawings or in the pipe schedule, the minimum thickness of ductile iron pipe shall be:
   a. For pipe 6-12 inches in diameter and larger for buried applications: Class 52.
   b. Mechanical Joint Pipe for Bridge Crossing and Insulated Areas: Class 54 Mech-Lok Pipe or Equal.
3. Pipe for use with sleeve type couplings shall have plain ends (without bells or beads) cast or machined at right angles to the axis.
4. Pipe shall be double thickness cement lined and seal coated unless noted otherwise on the Drawings, and except for air piping lines which shall be completely unlined.
5. Pipe for use with split type couplings shall have ends with cast or machined shoulders or grooves that meet the requirements of the manufacturer of the couplings.
6. Factory applied bituminous coatings (in accordance with AWWA C151) shall be furnished on the exterior of all underground piping unless specified otherwise.
7. The outside of pipe within structures and exposed shall not be coated with bituminous coating, but shall be thoroughly cleaned and given one shop coat of Intertol Rustinhibitive Primer 621 by Koppers Co.; Multiprime by PPG Industries; Chromox 13R50 Primer made by Mobil Chemical Co.; or equivalent.

B. Joints (as shown on Drawings or as specified):
   1. Push-on and Mechanical Joint:
      a. The plain ends of push-on pipes shall be factory machined to a true circle and chamfered to facilitate fitting the gasket.
      b. Provide gaskets manufactured from a composition material suitable for exposure to the fluid to be contained within the pipe. On high temperature applications such as air lines, the gaskets shall be suitable for service from 40 °F to 250°F.
      c. Bolts and nuts for buried mechanical joints shall meet the AWWA C-111 requirements and be made of A588 steel.
      d. All (except Mech-Lok piping) fittings shall have restrained joints using Grip Rings.

   3. Joint Bracing:
      a. Provide joint bracing to prevent the piping from pulling apart under pressure as required and as shown on the Drawings.
      b. Types of bracing:
         (l) Pipe and fittings furnished with approved lugs or hooks cast integrally for use with socket pipe clamps, tie rods, or bridles. Bridles and tie rods shall be a minimum of 3/4 inch diameter except where they replace flange bolts of a smaller size, in which case they shall be fitted with a nut on each side of the pair of flanges. The clamps, tie rods, and bridles

shall be coated with bituminous paint in buried installations and shall be coated with the same coatings as the piping system in interior installations after assembly or, if necessary, prior to assembly.

(2) Mechanical joint follower gland pipe restrainers.
   (a) Ductile iron gland and restraining ring.
   (b) Gasket shall be standard MJ gasket -ANSI/AWWA-C111/A21.11.
   (c) Working pressure 350 psi, up to 8 inches; 250 psi, 10 inches to 16 inches.
   (d) Test pressure two times working pressure.
   (e) Grip Rings™, Romac Industries, or other equivalent as approved by Engineer.

(3) Other types of bracing as shown on the Drawings.

2.2 FITTINGS

A. Standard Fittings:
   1. Pressure rating of 350 psi for D.I. compact fittings and 250 psi for all others unless indicated otherwise on the Drawings or as specified.
   2. Joints the same as the pipe with which they are used or as shown on the Drawings.
   3. Cement lining and seal coat as specified for pipe.
   4. Factory applied bituminous coatings shall be furnished for all underground fittings.

PART 3 - EXECUTION

3.1 INSPECTION

A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.
B. Carefully inspect all materials at the time of delivery and just prior to installation.
C. Carefully inspect all pipe and fittings for:
   1. Defects, such as weak structural components, that adversely affect the execution and quality of work.
   2. Deviations beyond allowable tolerances for pipe clearances.
D. Immediately remove all rejected materials from the project site.

3.2 INSTALLATION

A. General:
   1. Install in strict accordance with the pipe and fitting manufacturer's instructions and recommendations and as specified or as shown on the Drawings.
   2. Concrete thrust blocks or other acceptable thrust resistant system is required at all fittings on pressure pipe. Where thrust blocks are used, these shall be placed against undisturbed soil or screened gravel compacted to 95 percent and shall be placed so that the joints are accessible for repairs.
B. Assembling Joints:
   1. Push-on Joints:
      a. Insert the gasket into the groove of the bell.

b. Uniformly apply a thin film of special lubricant over the inner surface of the gasket that will contact the spigot end of the pipe.
c. Insert the chamfered end of the plain pipe into the gasket and push until it seats against the bottom of the socket.

2. Bolted Joints:
   a. Remove rust preventive coatings from machined surfaces prior to assembly.
   b. Thoroughly clean and carefully smooth all burrs and other defects from pipe ends, sockets, sleeves, housings and gaskets.
   c. After jointing coat all bolts with bituminous material compatible with the pipe coating required herein and/or in Section 09900.
3. Mechanical Joints:
   a. Thoroughly clean, with a wire brush, surfaces that will be in contact with the gaskets.
   b. Lubricate the gasket, bell, and spigot by washing with soapy water.
   c. Slip the gland and gasket, in that order, over the spigot and insert the spigot into the bell until properly seated.
   d. Evenly seat the gasket in the bell at all points, center the spigot, and firmly press the gland against the gasket.
   e. Insert the bolts, install the nuts finger tight, and progressively tighten diametrically opposite nuts uniformly around the joint to the proper tension with a torque wrench.
   f. The correct range of torque (as indicated by a torque wrench) and the length of wrench (if not a torque wrench) shall not exceed:
      (l) Range or Torque: 60-90 ft.-lbs.
      (2) Length of Wrench: 10 inches.
   g. If effective joint sealing is not attained at the maximum torque specified above, disassemble, thoroughly clean, and reassemble the joint. Do not overstress the bolts to tighten a leaking joint.
5. Bell and Spigot Joints:
   a. Thoroughly clean the bell and spigots and remove excess tar and other obstructions.
   b. Insert the spigot firmly into place and hold securely until the joint has been properly completed.

B. Fabrication:
1. Tapped Connections:
   a. Make all tapped connections as shown on the Drawings or as required by the Engineer.
   b. Make all connections watertight and of adequate strength to prevent pullout.
   c. Drill and tap normal to the longitudinal axis of the pipe.
   d. Taps in fittings shall be located where indicated by the manufacturer for that particular type of fitting.
   e. The maximum sizes of taps in pipes and fittings without busses shall not exceed the sizes listed in the appendix of ANS A21.51 based on 2 full threads for ductile iron and 3 full threads for cast iron.
2. Cutting:

a. Perform all cutting as set forth in AWWA C600.
b. Carefully chamfer all cut ends to be used with push-on joints to prevent damage to gaskets when pipe is installed.

C. Pipe Deflection:
1. Push-on and Mechanical Joints:
a. The maximum permissible deflection of alignment at joints shall be limited to that given in AWWA C600.
2. Flexible Joints:
a. The maximum deflection in any direction shall not exceed the manufacturer's instructions and recommendations.

END OF SECTION

SECTION 02675

CLEANING, TESTING AND CHLORINATION OF WATER MAINS

PART 1 GENERAL

1.1 DESCRIPTION

A. The work of this section includes the furnishing of all labor, tools, equipment and materials and performing all operations necessary for the flushing, pressure testing, leakage testing and chlorination of water mains as specified herein and as required to complete the work.

1.2 QUALITY ASSURANCE

A. Standards (as applicable):
   1. All work shall be in accordance with this specification and AWWA C651. Where conflicts appear between these specifications and AWWA C651 the more stringent requirement shall apply.
   2. Chlorine solution for disinfecting water mains and appurtenances shall be made from either liquid sodium hypochlorite, or solid calcium hypochlorite, which shall conform to the latest AWWA B300 Standard for Hypochlorite.
   3. Chlorine test kits shall be as described in the current edition of AWWA M12 - Simplified Procedures for Water Examination.
   4. Disposal of chlorinated water as per AWWA C651, Appendix B.

1.3 COORDINATION

A. Use of water will only be as approved and coordinated by the Owner.

B. All flushing, pressure and leakage testing and chlorinating shall be done by the Owner in the presence of the Engineer and Contractor and in the presence of the local plumbing or building inspector in accordance with the requirements of the local and state plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Each temporary blow-off shall consist of a corporation cock, type K copper tubing and a curb stop, each of not less than 1-inch diameter.

B. A pumping unit or proportionate feeder suitable for delivering a hypochlorite solution to the isolated main shall be provided. The unit used shall prevent chlorine solution from flowing back into the existing system.

PART 3 - EXECUTION

3.1 GENERAL

A. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.

B. Supply all labor, equipment, materials, gages, and pumps required to conduct the tests. The drawings do not detail taps, gages, plugs and other related materials required to perform testing. These materials are the responsibility of the Contractor.

C. Flushing, testing and chlorinating of the mainline shall closely follow main laying work. As the mainline is installed, it shall be tested approximately every 1,000 feet, or between line valves, whichever is less. Should the mainlines fail to be flushed, tested, and chlorinated as specified, the main laying work shall be suspended until the flushing, testing and chlorinating is done.

D. Final acceptance of the water main shall be based on successful (negative) results of bacteriological tests, which shall be done on samples taken from the main following chlorination and final flushing. Locations of samples shall be determined by the Engineer.

E. The testing and related procedures described herein, shall be performed in the order listed.

F. The Contractor, with the assistance of the Owner, shall fill mains as slowly as practicable so as not to cause dirty water and serious pressure drops within the existing system.

3.2 FLUSHING

A. All new water mains, and existing water mains that have been drained and cut-into for making connections, shall be thoroughly flushed prior to pressure or leakage testing or final chlorination. Flushing shall be accomplished by partially opening and closing valves, hydrants, and blowoffs, several times, under expected line pressure, with flow velocities of not less than 2.5 feet per second, in the main. The size and number of hydrant outlets and/or main taps to provide the required flow (at 40 psi residual pressure) is as follows:

Minimum Required Flow and Openings Required to Flush Water Mains
(Assuming 40 psi Residual Pressure in Water Mains)

Main Diameter (in.)	Flow Required to Produce 2.5 fps in Main (gpm)	Minimum Size of Taps (in.)	Hydrant Outlets	
			Number	Size (in.)
4	100	15/16	1	2-1/2
6	220	1-3/8	1	2-1/2
8	390	1-7/8	1	2-1/2
10	610	2-5/16	1	2-1/2
12	880	2-13/16	1	2-1/2
16	1565	3-5/8	2	2-1/2

1. If less than a 40 psi residual is available in the main, with the size tap shown above then a larger, or more tap(s) or hydrant outlets will be required, as determined by the Engineer.
2. The length of time for flushing, at or above the minimum allowable velocity, shall be computed to allow a minimum of 3 times the total volume of water in the main to be flushed to waste. Flushing shall be done in the presence of the Engineer.

3.3 AIR REMOVAL

A. Following flushing, and before applying the specified test pressure, air shall be completely expelled from the mains, valves, and hydrants. After all air has been expelled, the air blowoffs can be closed, and the test pressure applied.

3.4 PRESSURE TEST

A. All new water mains, or any sections thereof, shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure that will exist at the point of testing, or 150 psi, whichever is greater. Test pressures shall meet the following requirements:
   1. Be of at least 2-hour duration.
   2. Be not less than 1.25 times the expected system working pressure at the highest point along the test section.
   3. Not exceed main or thrust-restraint design pressures.
   4. Not vary by more than + 5 psi for the duration of the test.
   5. Not exceed 2-times the rated pressure of the valves or hydrants when the pressure boundary includes closed valves or hydrants. Valves shall not be operated in either direction at differential pressure greater than the rated pressure.
   6. Not exceed 1-times the rated pressure of the valves when the pressure boundary of the test section includes closed butterfly valves or resilient seated gate valves.

B. Each section of main shall be slowly raised to the specified test pressure for two separate periods. The first period shall be for 15-minutes, after which the pressure shall be allowed to drop slowly back to system pressure. The pressure shall then be slowly raised again to the specified test pressure and maintained for 2-hours. The test pressure shall be based on the elevation of the lowest point of the main, in the test section and shall be corrected to the elevation of the test gauge, as directed by the Engineer. The test pressure shall be applied by means of a pump connected to the main, in an approved manner, and which will prevent any backflow into the existing system. Valves shall not be operated in either the closing or opening direction, at differential pressure greater than the rated pressure.

C. Any exposed main, fittings, valves, hydrants and joints shall be carefully examined during the test. Any damaged or defective main, fittings, hydrants, or valves discovered following, or as a result of the pressure test shall be repaired or replaced with sound material. If faulty materials are removed and replaced, the pressure testing procedure shall be repeated.

3.5 LEAKAGE TEST

A. Leakage testing shall be conducted concurrently with the pressure test.

B. Leakage is defined as the quantity of water that must be pumped into the new main during the test, or any section thereof, required to maintain pressure within 5 psi of the starting test pressure. Leakage shall be recorded to the nearest one-tenth of a gallon. The Contractor shall employ qualified personnel throughout the testing. Leakage shall not be measured by a drop in pressure over a period of time.

C. Leakage in the test section must be less than an amount determined as follows:

$$L = \frac{SD(P^{0.5})}{133{,}200}, \text{ where}$$

L = allowable gallons of leakage per hour
S = the length of main tested, in feet
D = the nominal main diameter in inches
P = the average test pressure during the test, in psi

D. The leakage formula is based allowable leakage of 11.65 gallons per day, per mile of main, per inch (nominal) of main diameter, at a pressure of 150 psi. Allowable leakage under various conditions is shown below.

Allowable Leakage per 1,000 Feet of Mainline

Average Test Pressure(psi)	Nominal Diameter (inches)						
	6	8	10	12	16	20	24
250	0.71	0.95	1.19	1.42	1.90	2.37	2.85
225	0.68	0.90	1.13	1.35	1.80	2.25	2.70
200	0.64	0.85	1.06	1.28	1.70	2.12	2.55
175	0.59	0.80	0.99	1.19	1.59	1.98	2.38
150	0.55	0.74	0.92	1.10	1.47	1.84	2.21
125	0.50	0.67	0.84	1.01	1.34	1.68	2.01
100	0.45	0.60	0.75	0.90	1.20	1.50	1.80

1. If the mainline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage for each size.
2. When testing against closed metal seated valves, an additional leakage shall be allowed per closed valve of 0.0078 gallons per hour, per inch of nominal valve diameter.
3. When hydrants are in the test section, the test shall be made against the closed hydrant(s).

E. Acceptance shall be determined on the basis of allowable leakage. If leakage in any test is greater than that specified, the Contractor shall locate and make repairs as necessary until the leakage is within the specified allowance.
1. All visible leaks are to be repaired regardless of the amount of leakage.
2. All water mains shall be pressure and leakage tested in the presence of the Engineer, in order to qualify for acceptance.

3.6 CHLORINATION

A. The method of chlorination shall be the *Continuous Feed Method* as described hereinafter. Chlorination procedures will not be allowed until acceptable flushing and pressure testing has been performed and accepted. The continuous feed method consists of the following steps:

1. Prior to the application of chlorine, confirm that valves are closed to prevent back-feeding chlorine solution into the existing system.
2. At a point not more than 10 feet downstream from the beginning of the new main, fill the main with chlorinated potable water, having an initial concentration of 25 mg/l free chlorine residual.
   a. Water from the existing distribution system or other approved source of supply shall flow at a constant measured rate, into the new main. In the absence of a meter, the rate may be approximated by measuring the discharge rate at the end of the test section with a pito-gauge or by measuring the time to fill a container of known volume.
3. The application of chlorine solution shall continue until the entire main is filled with water having 25 mg/l of free available chlorine. To assure that 25 mg/l free chlorine residual concentration is achieved throughout the test section, the Contractor shall measure chlorine concentration at regular intervals.

B. The amount of chlorine required to obtain a concentration of 25 mg/l per 100 feet of various diameter mains is as follows.

Chlorine Required to Obtain 25 mg/l per 100 feet of Various Diameters

Main Diameter (inches)	Sodium Hypochlorite (gallons) 5% Available Chlorine	10% Available Chlorine	12.5% Available Chlorine	15% Available Chlorine	Calcium Hypochlorite (ounces) 65% Available Chlorine
4	0.03	0.02	0.02	0.01	0.32
6	0.08	0.04	0.03	0.03	0.75
8	0.13	0.07	0.06	0.06	1.30
10	0.20	0.10	0.09	0.07	2.10
12	0.28	0.15	0.12	0.10	2.95
16	0.50	0.25	0.22	0.17	5.30
20	0.80	0.40	0.34	0.28	8.40
24	1.15	0.60	0.50	0.40	12.00

1. The above quantities are to be added to a sufficient quantity of water, dissolved, and mixed. The solution shall be injected into the main as specified.
2. The quantities shown are based on concentrations of available chlorine by volume. Extended or improper storage may have caused a loss of available chlorine.
3. For concentrations of 50 ppm, double the quantities listed.

C. The chlorinated water shall be retained in the main for a minimum of 24-hours. At the

end of this 24 hour period, retest portions of the main to confirm that a minimum of 10 mg/l free available chlorine residual exists in the main. If the residual chlorine is less than 10 mg/L, acceptable bacteria results may not be obtained.

3.7 FINAL FLUSHING OF CHLORINATED WATER

A. After the initial 24-hour period period, the heavily chlorinated water shall be flushed from the main until chlorine measurements show the concentration in water leaving the main is no higher than that generally prevailing in the system.

B. The Contractor shall obtain approval of location(s) for discharging the heavily chlorinated water, which will result from the chlorination procedures. Great care shall be exercised in the selection of the rate of flow and the discharge points, in order to minimize complaints, and damage to public or private property.

C. The heavily chlorinated water shall be suitably and thoroughly neutralized prior to disposal into the environment. In no case shall chlorinated or neutralized water be discharged directly into a water body. If necessary, state, federal, and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

3.8 BACTERIOLOGICAL TESTS

A. After final flushing and before the water main is placed in service, water samples shall be collected twice (24-hours apart) by the Engineer or Owner and tested for bacteriological quality in accordance with standard methods. Water samples shall show the absence of coliform organisms and background bacteria.

B. If, during construction, trench water has entered the main, or if in the opinion of the Engineer excessive quantities of dirt or debris have entered the main, bacteriological samples shall be taken at intervals of approximately 200 feet and shall be identified as to location. Samples shall be taken of water that has stood in the main for at least 24-hours after final flushing has been completed.

C. Samples shall be obtained through a corporation cock and copper tubing installed by the Contractor. The use of hose or fire hydrants for sampling is done so at the Contractors risk.

D. The Engineer or Owner shall deliver samples to a laboratory approved by the Department of Health Services for bacterial analysis. The Owner shall pay for the cost of analysis. Only after each consecutive sample is approved shall the mains be incorporated into the water system. In the event that positive reports of contamination are received, the mains shall be flushed and chlorinated as many times as may be necessary to obtain approved (negative) results.

3.9 RE-CHLORINATION

A. If the initial chlorination fails to produce satisfactory bacteriological samples, the main shall be re-flushed and re-sampled.

3.10 CHLORINATION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS

A. Trench Treatment. If during excavation the trench is either wet or filled with water, it is recommended that liberal quantities of hypochlorite tablets be applied to open trench areas to lessen the danger from pollution.

B. The interior of all main and fittings used in making a repair shall be swabbed or sprayed with a 1 percent hypochlorite solution before they are installed.

C. If valve and hydrant locations permit thorough flushing toward the work location from both directions, it shall be done. Flushing shall be started as soon as the repairs are completed and shall be continued until discolored water is eliminated.

D. Slug Chlorination. Where practical and in addition to the procedures above, a section of main in which the break is located shall be isolated. All service connections shall be shut off, and the section flushed and chlorinated by the *Slug Chlorination* method. This method allows the chlorine dose to be increased to as much as 300 mg/l, and the contact time reduced to as little as 1-hour. After chlorination, the section shall be properly flushed until discolored water is eliminated and the water is free of noticeable chlorine odor.

E. Bacteriological samples shall be taken after repairs. If the direction of flow is unknown, samples shall be taken on each side of the main break. If positive samples are recorded, daily sampling shall be continued until two consecutive negative samples are recorded.

END OF SECTION

SECTION 03319

CONCRETE CRADLES, ARCHES, ENCASEMENTS & THRUST BLOCKS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish and construct cradles, arches, encasements, and thrust blocks for pipes in the location(s) and of the dimension(s) and shapes shown on the Drawings, and as required to rigidly support pipes.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete Mixture:
   1. Minimum strength at 28 days (psi) - 3000
   2. Maximum size, coarse aggregate (inches) - 1-1/2
   3. Percent air - 5
   4. Maximum slump (inches) - 3
   5. Minimum cement factor (pounds) - 564
   6. Maximum water/centem ration - 253

B. Aggregates - ASTM C33

C. Cement - Portland cement ASTM C150 Type I

D. Reinforcement - ASTM A615, Grade 60

PART 3 - EXECUTION

3.1 INSTALLATION

A. Construct cradles, arches, encasements, and thrust blocks the full width of the trench and/or as shown on the Drawings.

B. Secure pipe to prevent movement and floatation during the placement of the concrete.

C. Place polyethylene sheeting (6 mils, minimum thickness) against all fittings, valves, etc. prior to placement of concrete for thrust blocks. Keep concrete clear of bolts and joints.

END OF SECTION

SECTION 05500

METAL FABRICATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Other items fabricated of metals shown to be provided on the Contract Drawings and not included in other sections.

B. Surface Preparation and Shop Coatings and Galvanizing

1.2 RELATED SECTIONS

A. Section 01340 - Submittals

1.3 REFERENCES

A. ASTM A36/A36M-01 - Specification for Carbon Structural Steel

B. ASTM A48/A48M-00 - Specification for Gray Iron Castings

C. ASTM A53/A53M-02 - Specification for Pipe, Steel, Black and Hot-dipped Zinc-coated welded and Seamless,

D. ASTM A123/A123M-02 - Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron & Steel Products

E. ASTM A153/A153M-01a - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

F. ASTM A276-02a - Specification for Stainless Steel Bars and Shapes

G. ASTM A307-02 - Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength

H. ASTM A325-02 - Specification for Structural Bolts, Steel, Heat treated 120/105 KSI minimum Tensile Strength

I. ASTM A490-02 - Specifications for Heat-Treated Steel Structural Bolts, 150KSI Minimum Tensile Strength

J. ASTM A500-01a - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

K. ASTM A563-00 - Specification for Carbon and Alloy Steel Nuts.

L. ASTM A992/A992M-02 - Standard Specification for Steel for Structural Shapes for Use in Building Framing

M. ASTM A1011/A1011M-02- Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low Alloy, and High Strength Low Alloy with Improved Formability.

N. ASTM B209-02ei - Specification for Aluminum and Aluminum - Alloy Sheet & Plate

O. ASTM B221-00 - Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wires, Profiles and Tubes

P. ASTM B308/B308M-02 - Specification for Aluminum-Alloy 6061-T6 Standard Structural Shapes, Rolled or Extruded
Q. ASTM B429-00 - Specification for Aluminum-Alloy Extruded Structural Pipe and Tube
R. ASTM F436-02 - Specification for Hardened Steel Washers
S. ASTM F593-02 - Specification for Stainless Steel Bolts, Hex Cap screws and Studs
T. ASTM F594-02 - Specification for Stainless Steel Nuts
U. ASTM F1554-02 - Specification for Anchor Bolts, Steel 36, 55 and 105 KSI Yield Strength
V. SSPC - Steel Structures Painting Council
W. SSPC-SP1 - Solvent Cleaning
X. SSPC-SP2 - Hand Tool Cleaning
Y. SSPC-SP3 - Power Tool Cleaning
Z. SSPC-SP4 - Flame Cleaning of New Steel
AA. SSPC-SP5 - White Metal Blast Cleaning
BB. SSPC-SP6 - Commercial Blast Cleaning
CC. SSPC-SP7 - Brush Off Blast Cleaning
DD. SSPC-SP8 - Pickling
EE. SSPC-SP10 - Near-White Blast Cleaning
FF. Manual of Steel Construction - American Institute of Steel Construction (AISC)
GG. AWS D1.1-2002 - American Welding Society, Structural Welding Code-Steel.

1.4 SUBMITTALS

A. Submit complete shop drawings showing fabrication, welding, connections, erection, finishes, materials and dimensions including plans, elevations, sections and details of all metal fabrications and connections and location of item in structure. Photocopies of Contract Drawings, in whole or part, will not be accepted as shop drawings.
B. Submit certification for each welder stating the type of welding and positions qualified for, the code and procedure qualified under, date qualified, and the firm and individual certifying the qualification tests. If the qualification date of the welding operator is more than one-year old, the welding operator's qualification certificates shall be accompanied by a current certificate by the welder attesting to the fact that he has been engaged in welding since the date of certification, with no break in welding service greater than 6 months.

1.5 QUALITY ASSURANCE

A. Conform to AISC Specification for the Design, Fabrication and Erection of Structural Steel.
B. Conform to AWS Standard Code for Arc and Gas Welding in Building Construction.
C. Conform to Specifications for Aluminum Structures by the Aluminum Association.

1.6 COORDINATION

A. The Contractor shall coordinate with the work of other Sections. Verify at the site both the dimensions and the work of other trades adjoining items before fabrication and installation of items herein specified.

B. Furnish to the pertinent trades all items included under this Section that are to be built into the work of other Sections.

1.7 FIELD MEASUREMENTS

A. Field measurements shall be taken at the site to verify or supplement indicated dimensions and to insure proper fitting of all items.

1.8 DELIVERY, STORAGE, HANDLING

A. Coordinate delivery of products.

B. Protect products from damage prior to and after installation.

C. Remove damaged material from the site.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS FABRICATIONS

A. Aluminum: 6061-T6

B. Structural Steel Shapes and Plates: ASTM A36 or ASTM A992

C. Welded and Seamless Steel Pipe ASTM A53, Grade B

D. Cold Formed Welded and Seamless Steel Tubing: ASTM A500, Grade B

E. Stainless Steel Shapes: AISI Type 316.

2.2 FASTENERS

A. Concrete anchorage:

1. Expansion Anchors - Stainless steel AISI Type 316 for galvanized and aluminum fabrications; cadmium plated for painted steel fabrications. Kwik-Bolt II by Hilti Fastening Systems or Tru Bolt Stud Anchor by Ramset Fastening System or equivalent.

2. Anchor Rods - ASTM F 1554 Grade 55.

3. Epoxy Capsule Anchors. Non-expanding chemical AISC Type 316 Stainless Steel Anchor Rod, 6" minimum projection and nut; HVA Adhesive Anchor by Hilti Fastening Systems or Chemset Injection 800 Series by Ramset Fastening Systems, or equivalent.

B. Bolted Joints: stainless steel ASTM F593 & F594 Alloy group 2 for aluminum fabrications; ASTM A325 for painted steel; galvanized ASTM A325 for galvanized steel.

C. Provide all fasteners with nuts, flat washers and lock washers of the same material as the anchors or bolts. Provide beveled washers for sloped surfaces.

D. Provide a minimum of 2 fasteners per connection.

PART 3 - EXECUTION

3.1 FABRICATION

A. All miscellaneous metal members shall fit closely together and shall be straight and true, and the finished work shall be free from burrs, bends, twists, and open joints.

B. Tolerances:
   1. Squareness: 1/8 inch maximum difference in diagonal measurements.
   2. Maximum Offset between faces: 1/16 inch.
   3. Maximum misalignment of adjacent members: 1/16 inch.
   4. Maximum Bow: 1/8 inch in 48 inches.
   5. Maximum Deviation From Plane: 1/16 inch in 48 inches.

C. All holes, angles, supports, and braces shall be provided as required.

D. Except as otherwise indicated on the drawings, gusset plates shall have a minimum thickness of 3/8-inch.

E. Sheared and flame cut edges shall be true to line and free from rough corners and projections.

F. Re-entrant cuts/corners shall be filleted to a radius of not less than ½ inch.

G. Holes shall be punched, subpunched and reamed, or drilled in accordance with AISC "Specifications for Structural Steel." Holes shall not be made by flame cutting.

H. Holes shall be 1/16 inch larger than the nominal bolt diameter, except holes for cast-in-place anchor bolts which shall be 5/16 inch larger than the nominal bolt diameter and as otherwise shown on the Drawings.

I. The use of oversize or slotted holes not shown on the Drawings shall be subject to prior review by the ENGINEER.

J. Bent plate shall be in accordance with AISC "Minimum Radius for Bending."

K. Welding shall be done in a sequence which minimizes distortion and shrinkage.

L. Fabrication holes, notches, etc. not required by nor shown on the Drawings shall be subject to prior review by the ENGINEER.

3.2 CONNECTIONS (GENERAL)

A. Connections shall be designed by the fabricator subject to the provisions of the design drawings, specifications and the referenced AISC Specifications. Such connections shall be designed as framed beam connections, and shall be selected from the appropriate AISC Manual Tables to support one-half the total uniform load capacity of the beam.

B. At the time of connecting, all bearing surfaces shall be free from loose or nonadherent rust, loose mill scale, oil, grease, dirt, mud, and any foreign matter, coating, or defect that adversely affects the connection.

C. At the time of connecting, all faying surfaces at high strength friction-type bolted A325F connections shall be free from loose or nonadherent rust, loose mill scale, oil, grease, dirt, mud, and any foreign matter, coating, or defect that adversely affects the connection.

3.3 CONNECTIONS (BOLTED)

A. High strength bolted connections shall conform to the AISC Joint-Specification. The connections shall be bearing type, unless noted otherwise on the drawings. Erector shall furnish with his proposal a full and detailed description of all installation and inspection procedures for high strength bolting.

B. Bolts shall be tightened with calibrated power wrenches adjusted to stall or cut-out at the selected bolt tension; wrenches shall not be used with this feature inoperative or out of adjustment. At locations inaccessible for calibrated wrenches, manual wrenches may be used to tighten bolts.

C. All bolts have a washer under the element (nut or bolt head) turned in tightening. Beveled washers shall be used where flange slope exceeds 1:20.

D. The sockets used to tighten high strength bolts shall score or mark the nuts so that nuts have been tightened can be easily identified. High strength bolts or nuts once tightened shall not be loosened then re-used. Care shall be taken not to damage the threads of high strength bolts during installation. Joints shall be properly aligned and drifted and holes reamed, if required, to permit bolts to be slipped into place by hand. No burning is allowed for hole adjustment.

E. The recommendation of the wrench manufacturer shall be followed in the operation and maintenance of the power wrenches.

3.4 CONNECTIONS (SHOP WELD FERROUS METALS)

A. Welding shall be only for the connections and assemblages shown on the drawings or specified herein, and shall be performed in the shop, except where specifically noted otherwise.

B. Welders employed on the work shall be experienced structural welders, previously qualified by tests and prescribed in the AWS Code, using the base metals and electrodes specified herein.

C. Welding materials and workmanship shall conform to the AWS code.

D. All welds shall be free of undercut, unfilled craters, and cracks, and shall have smoothly faired contours. Flux and loose scale shall be-removed from previous weld bead before succeeding bead is laid.

E. Welds other than those indicated on the design drawings may be used only if reviewed and no exceptions are taken by the Engineer.

3.5 CONNECTIONS (FIELD WELDED FERROUS METALS)

A. Welding shall be in accordance with the Structural Welding of the AWS D1.1 and shall only be done where shown, or specified. Welding terms shall be interpreted in accordance with the Standards of the AWS. All welding shall be done only by certified welders using welding procedures and welding equipment.

B. No welding will be allowed when surfaces are wet or exposed to rain, or wind, or when operators are exposed to inclement conditions that will hamper good workmanship.

C. All welds, including tack welds that are to be incorporated in the final welds, shall be made by a certified welder and shall be of as sound quality as final welds. Tack welds shall be cleaned and thoroughly fused with final weld. Defective, cracked or broken

tack welds shall be removed before final welding. Tack welds must be removed from points where stress is primary if welding is to be manual.

D. All weld metal shall be sound throughout and there shall be no cracks in any weld or weld pass. All craters shall be filled to the full cross-section of the welds. The construction crew shall remove weld scale or slag, spatter, burrs, and other sharp or rough projections in a manner that will leave the surface suitable for any required non-destructive testing and the subsequent cleaning and painting operation.

E. When welding is unsatisfactory or indicates inferior workmanship, corrective measures shall be required. Where requirements prescribe the removal of part of the weld or a portion of the base metal, such removal shall be by chipping or grinding. Where corrections require the deposition of additional weld metal, the sides of the area to be welded shall have no less than 1 to 1 slope to allow sufficient room for depositing new metal. Defective or unsound welds shall be corrected either by removing and replacing the entire weld, or as follows:

1. Excessive convexity. Reduce to size by removal of excess weld metal by grinding.
2. Shrinkage cracks, cracks in base metal, craters, and excessive porosity. Remove defective portions of base and weld metal down to sound metal, and deposit additional sound weld metal.
3. Undercutting, undersize, and excessive concavity. Clean and deposit additional weld metal.
4. Overlapping and incomplete fusion. Remove and replace the defective portion of weld.
5. Slag inclusions. Remove those parts of the weld containing slag and fill with sound weld metal.
6. Removal of, adjacent base metal during welding. Clean and form full size by depositing additional weld metal.

F. Where corrections require the deposition of additional weld metal, the electrode used shall be smaller than the electrode used for making the weld. Surface shall be cleaned thoroughly before rewelding.

G. Cracked welds shall be removed throughout their length.

H. Improperly fitted and misaligned parts shall be cut apart and rewelded.

I. In the event that faulty welding or its removal for rewelding, shall so damage the base metal that in the judgement of the Engineer its retention is not in accordance with the intent of the Drawings and Specifications, the Contractor shall remove and replace the damaged material at no additional cost to the Owner.

J. Where welding is performed in the proximity to glass or finished surfaces, such surfaces shall be protected from damage due to weld sparks and spatter.

3.6 ERECTION AND INSTALLATION

A. All unmatched holes in shop assembly of field connections shall be reamed and the pieces match marked before disassembly. Drift pins shall be used only for bringing members into position and not to enlarge or distort holes. Any piece weakened by reaming to compensate for eccentricity to a point where the strength of the joint is impaired shall be rejected and a new and satisfactory piece shall be provided by the

Contractor at his own expense. Slotted holes and washers shall be provided for truing up steel requiring accurate alignment.

B. The use of a gas cutting torch in the field for correcting fabrication errors will not be permitted upon any primary member of the structural framing. The use of a gas cutting torch will be permitted only on secondary members, and then only after the review and no exceptions taken by the Engineer.

C. Layout, locate, level and plumb items, to be installed. Coordinate items to be installed in substrates.

D. Drill and otherwise prepare substrates for fastening. Install non-shrink grout as required.

3.7 GALVANIZING

A. Blast clean to near white metal in accordance with SSPC-SP10.

B. Hot-dip galvanize fabricated items in accordance with ASTM A123 and hardware items in accordance with ASTM A153.

C. Assembled and non-assembled steel as indicated on Drawing shall be galvanized.

D. Galvanize items after assembly when possible.

E. Thickness of galvanizing shall be as specified in ASTM A123 and A153 except coating shall not be less than 2 oz. (3.3 mils) per square foot.

F. Galvanizing shall provide a visually acceptable substrate for applied coatings and shall be free of lumps, globules, sharp edges or heavy deposits which will interfere with intended use or a esthetic appearance of materials.

G. After erection touch-up all damaged galvanized surfaces and field welds as follows:

1. Surfaces to be reconditioned with zinc-rich paint shall be clean, dry, and free of oil, grease and corrosion.
2. Areas to be repaired shall be power disc sanded to bright metal. To ensure that a smooth reconditioned coating can be effected, surface preparation shall extended into the undamaged galvanized coating.
3. At galvanized surfaces, apply organic zinc repair paint complying with requirements of ASTM A780. Galvanizing repair paint shall have 65 percent zinc by weight.
4. The paint shall be spray applied in multiple coats until a dry film thickness of 4-6 mils minimum has been achieved. A finish coat of aluminum paint shall be applied to provide a color blend with the surrounding galvanizing.
5. Coating thickness shall be verified by measurements with a magnetic or electromagnetic gauge.
6. Acceptable Repair Paint:
   a. ZIRP by Duncan Galvanizing.
   b. Or equal.

3.9 CLEANING

A. Clean surfaces of all work of this section as well as the areas in the vicinity.

3.10 PROTECTION

A. Protect installed work.

B. Protect from splatter or debris from adjacent construction.

C. Protect work from excess construction loading.

END OF SECTION

SECTION 15050

PIPE & PIPE FITTINGS - GENERAL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish, install, support, and test pipe and pipe fittings of the type(s) and size(s) and in the location(s) shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere (When Applicable):
   1. Excavation and backfill are specified in Division 2.
   2. Concrete cradles, arches, and encasements are specified in Division 3.
   3. Pipe materials are specified in the appropriate sections of Division 2.

C. Other Trades: Cooperate with all other trades whose work is to be coordinated with piping work.

1.2 REFERENCES

A. American National Standards Institute (ANSI)
   1. ANSI B31.1 – Power Piping
   2. ANSI B31.3 – Process Piping
   3. ANSI B31.4 – Liquid Transportation Systems for Hydrocarbons, Liquid Petroleum Gas, Anhydrous Ammonia, and Alcohol.
   4. ANSI B31.5 – Refrigeration Piping
   5. ANSI B31.9 – Building Services Piping
   6. ANSI B31.8 – Gas Transmission and Distribution Piping Systems

1.3 SUBMITTALS

A. Submit shop drawings in accordance with Section 01340 and the General Conditions of the Construction Contract.

B. Submit manufacturer's "Certification of Conformance" that pipe and fittings and other piping appurtenances meet or exceed the requirements of these Specifications.

C. Submit other documents as specified in the appropriate Sections of this Division.

D. Computerized calculations with supporting and backup documentation will be acceptable.

E. The design of the pipe support system shall include analyzing the system piping and service conditions to develop a detailed support system, specific to the piping material, pipe joints, valves and piping appurtenances.

F. The support system design shall include the criteria for each piping system.

G. The piping system analysis and design shall conform to ANSI B31.

H. Submit complete layouts, schedules, and location plans for all piping systems.

I. Submit complete piping drawings for each piping submittal indicating type of hanger and/or support, location, magnitude of load transmitted to the structure and

type of anchor, guide and other pipe supporting appurtenances including structural fasteners.

J. Submittal shall include catalog cut for each different type of pipe hanger or support indicating the materials of construction, dimensions and range of pipe sizes for which that hanger is suitable. Where standard hangers and/or supports are not suitable, submit detailed drawings showing materials and details of construction for each type of special anchor and/or support.

K. Summary of Contractor selected related components including joints, class, valves, appurtenances, etc., and commercial supports and piping materials.

L. After the work is installed, but before it is filled for start-up and testing, the support system design engineer shall inspect the work and certify its complete adequacy. Each system shall be inspected and certified in the same way. Submit a report, including all field modifications and all certificates.

1.5 DELIVERY, STORAGE AND HANDLING

A. Exercise care during loading, transporting, unloading, and handling to prevent damage of any nature to interior and exterior surfaces of pipe and fittings.

B. Do not drop pipe and fittings.

C. Store materials on the project site in enclosures or under protective coverings in accordance with manufacturer's recommendations and as required by the Engineer.

D. Assure that materials are kept clean and dry.

E. Do not store materials directly on the ground.

F. Follow manufacturer's specific instructions, recommendations and requirements.

G. Store in a manner to protect items with epoxy shop coatings from exposure to UV light which can cause chalking of the epoxy. Length of acceptable exposure prior to providing UV protective measures shall be in accordance with coating manufacturer's recommendations.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials are specified in the following Sections in this Division.

2.2 SURFACE PREPARATION AND SHOP COATINGS

A. Provide surface preparation and shop coatings on all piping.

PART 3 - EXECUTION

3.1 INSPECTION

A. Provide all labor necessary to assist the Engineer to inspect pipe, fittings, gaskets, and other materials.

B. Carefully inspect all materials at the time of delivery and just prior to installation.

C. Carefully inspect all pipe and fittings for:

1. Defects and damage.
2. Deviations beyond allowable tolerances for joint dimensions.
3. Removal of debris and foreign matter.

D. Examine areas and structures to receive piping for:

1. Defects, such as weak structural components that adversely affect the execution and quality of work.
2. Deviations beyond allowable tolerances for pipe clearances.

E. All materials and methods not meeting the requirements of this Contract will be rejected.

F. Immediately remove all rejected materials from the project site.

G. Start work only when conditions are corrected to the satisfaction of the Engineer.

3.2 INSTALLATION

A. General:

1. Install all pipe and fittings in strict accordance with the manufacturer's instructions and recommendations and as specified herein.
2. Install all pipes and fittings in accordance with the lines and grades shown on the Drawings and as required for a complete installation.
3. Install adapters, acceptable to the Engineer, when connecting pipes constructed from different materials.
4. Support all piping not being installed in trenches in accordance with the "Pipe Hangers & Supports" Section in Division 15.

B. Installation in Trenches:

1. Firmly support the pipe and fittings on bedding material as shown on the Drawings and as specified in the appropriate Sections of these Specifications.
2. Do not permanently support the pipe or fittings on saddles, blocking stones, or any material which does not provide firm and uniform bearing along the outside length of the pipe.
3. Thoroughly compact the material under the pipe to obtain a substantial unyielding bed shaped to fully support the pipe.
4. Excavate suitable holes for the joints so that only the barrel of the pipe receives bearing pressure from the supporting material after placement.
5. Lay each pipe length so it forms a close joint with the adjoining length and bring the inverts to the required grade.
6. Set the pipe true to line and grade.
7. Do not drive the pipe down to grade by striking it with a shovel handle, timber, rammer, or any other unyielding object.
8. Immediately after making a joint, fill the holes for the joints with bedding material, and compact.
9. When each pipe length has been properly set, place and compact enough of the bedding material between the pipe and the sides of the trench to hold the pipe in correct alignment.
10. After filling the sides of the trench, place and lightly tamp bedding material to complete the bedding as shown on the Drawings.
11. Take all necessary precautions to prevent floatation of the pipe in the trench.
12. Bedding and backfill for all pipe materials shall be as specified in Section 02200, Earthwork, and as shown on the Drawings.

C. Temporary Plugs:
   1. When pipe installation work in trenches is not in progress, close the open ends of the pipe with temporary watertight plugs.
   2. If water is in the trench when work is resumed, do not remove plugs until all danger of water entering the pipe is eliminated.
   3. Do not use the pipelines as conductors for trench drainage during construction.

3.3 CLEANING AND TESTING

A. Cleaning & Testing Piping - General:
   1. Thoroughly clean all piping prior to testing. Remove all dirt, dust, oil, grease and other foreign material. Exercise care while cleaning to avoid damage to linings and coatings.
   2. When the installation is complete, test all pipelines in the presence of the Engineer and the plumbing or building inspector in accordance with the requirements of the local and state plumbing codes and the appropriate Sections of these Specifications, at no additional cost to the Owner. When requested by the Engineer or local plumbing inspector, building gravity drains shall be tested prior to backfilling or concealing. All other piping must be tested after backfilling.
   3. Equipment: Supply all labor, equipment, materials, taps, gauges, and pumps required to conduct the tests.
   4. Retesting: Perform all retesting required by the Engineer at no additional cost to the Owner.

B. Outside Potable Water Piping:
   1. Pressure Test (CLASS I):
      a. CLASS I Pressure Testing shall be performed in accordance with Section 4 of AWWA Standard C600.
      b. Pressure and leakage tests are required and will be conducted concurrently.
      c. Hydrant branch gate valves shall remain open during this test.
      d. The hydrostatic pressure shall be at the test pressures noted on the Drawings based on the elevation of the lowest point in the Section under test. If no test pressure is indicated, perform pressure and leakage test at 1-1/2 times the maximum system pressure or 150 psi, whichever is greater (based on the elevation of the lowest point of the section under test and corrected to gauge location). Test duration shall be two (2) hours.
      e. Leakage, if any, shall be equal to or less than the amounts as determined by Section 4.2 of AWWA C 600.

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

L = allowable leakage in gallons per hour
S = length of pipe tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure, in pounds per square inch

f. The Contractor shall furnish and install corporation stops, taps and lengths of line as required to conduct the testing.

2. Disinfection of Pipelines:
   a. Chlorinate all new potable water lines in accordance with the procedure outlined in AWWA C651. (Section 5.1 deleted)
   b. Review locations of chlorination and sampling points with the Engineer prior to beginning disinfection.
   c. Use a dosage which will produce an initial minimum concentration of 25 mg/l and not less than 10 mg/l chlorine residual after a contact period of 24 hours.
   d. During the chlorination period, exercise care to prevent the contamination of water in the existing water main.
   e. After chlorination, flush the piping with clean potable water until the residual is that prevailing in the existing system or less than 0.5 mg/l.
   f. The Contractor shall furnish and install corporation stops, taps, lengths of pipe as required to conduct testing.
   g. Dispose of chlorinated water as per AWWA C651, Appendix B.
3. Bacteriological Testing:
   a. Test all new potable water lines for total coliform bacteria at no additional cost to the Owner.
   b. The length of pipe to be tested and the time of the test itself shall be as approved in advance by the Engineer.
   c. The Engineer will observe the taking of samples.
   d. Have all samples tested by a laboratory certified by the State and submit test results to the Engineer.
   e. Any segment of a potable water line shall be considered unsuitable for service if a coliform bacteria count is obtained from that sample or if results show a high non-specific bacteria level.
   f. Re-disinfect all segments of piping considered unsuitable and retest. Continue to disinfect and test until satisfactory results are obtained.
   g. Place piping into service when it has been successfully tested for pressure, leakage and total coliform bacteria and has been accepted by the Engineer.
4. Connection to Work by Others.
   a. If work involves connection of pipe lines to pipes or structures provided by others, pressure tests pipe line prior to making the connection.
   b. After successfully passing the pipe line pressure test, make the necessary connections to the work by others, and pressure test the connection.
   c. The connection shall be pressurized to the pipe line test pressure, for a minimum of 4 hours. The connection shall have no visible leakage.
   d. Correct any leakage at no cost to the Owner and retest until connection passes.
5. Cleaning: Perform all specialized cleaning as specified or required by system.

END OF SECTION

SECTION 15088

COUPLINGS & CONNECTORS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish and install couplings and connectors of the type(s) and size(s) in the location(s) shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere: "Pipe & Pipe Fittings - General" is specified in this Division.

1.2 QUALITY ASSURANCE

A. Minimum pressure rating equal to that of the pipeline in which they are to be installed.

B. Couplings and connectors, other than those specified herein, are subject to the Engineer's approval.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All Couplings and Connectors:

1. Gasket Materials: Composition suitable for exposure to the liquids to be contained within the pipes.
2. Diameters to properly fit the specific types of pipes on which couplings and connectors are to be installed.

B. Sleeve Type Couplings (When Applicable):

1. Exposed Couplings (When Applicable):
   a. Steel middle ring,
   b. Two steel follower rings,
   c. Two wedge-section gaskets,
   d. Sufficient steel bolts to properly compress the gaskets,
   e. Acceptable Manufacturers:
      (1) Dresser Manufacturing Co. - Style 38,
      (2) Rockwell - Style 431,
      (3) Or equivalent.
2. Buried Couplings (When Applicable):
   a. Cast iron or epoxy coated steel middle rings with pipe stops removed,
   b. Two malleable iron or epoxy coated steel follower rings with ribbed construction,
   c. Two wedge-section gaskets,
   d. Sufficient AWWA C-111 or galvanized steel nuts and bolts to properly compress the gaskets,

e. Acceptable Manufacturers:
   (1) Dresser Manufacturing Co. - Style 38 and/or 153,
   (2) Rockwell - Style 431, and/or 441,
   (3) Or equivalent.

C. Split Type Couplings (When Applicable):
1. Constructed from malleable or ductile iron.
2. For use with grooved or shouldered end pipe with minimum wall thickness as required so as not to weaken pipe.
3. Cast in two segments for 3/4 inch through 14 inch pipe sizes, four segments for 15 inch through 24 inch pipe sizes, and six segments for pipe sizes over 24 inch.
4. Coating: Enamel.
5. Bolts: Carbon steel.
6. All gaskets shall be Manufacturers Standard or as required for intended service with respect to fluid, temperature and pressure.
7. Acceptable Manufacturers:
   a. Victaulic Company of America, Style 77 for IPS Pipe, Style 31 for Ductile Iron Pipe.
   b. Star Pipe Products,
   c. Or equivalent.

D. Flexible Joints:
1. Expansion Joints:
   a. Materials shall be capable of withstanding the temperature, pressure and type of material in the pipeline.
   b. Shall be the filled arch type that will prevent sediment build up for all sludge, sewage, and other lines with similar service.
   c. Supplied with control rods to restrict elongation and compression.
   d. Metal retaining rings shall be split and bevelled galvanized steel for placement against the flange of the expansion joint.
2. Deflection Joints:
   a. Joints designed to permit a nominal maximum deflection of 15 degrees in all directions from the axis of the adjacent pipe length, will prevent pulling apart, and will remain watertight at any angle of deflection under 15 degrees.
   b. Material to be manufactured from a composition material suitable for exposure to the liquid, pressure and temperature to be contained within the pipe.
   c. Supplied with control rods as required.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Sleeve Type Couplings (When Applicable):

1. Thoroughly clean pipe ends for a distance of 8 inches from the ends prior to installing couplings, and use soapy water as a gasket lubricant.
2. Slip a follower ring and gasket (in that order) over each pipe and place the middle ring centered over the joint.
3. Insert the other pipe length into the middle ring the proper distance.
4. Press the gaskets and followers evenly and firmly into the middle ring flares.
5. Insert the bolts, finger tighten and progressively tighten diametrically opposite nuts uniformly around the adapter with a torque wrench applying the torque recommended by the manufacturer.
6. Insert and tighten the tapered threaded lock pins.
7. Insert the nuts and bolts for the flange, finger tighten and progressively tighten diametrically opposite bolts uniformly around the flange to the torque recommended by the manufacturer.

B. Split Type Flange Adapters (When Applicable): Install in the same manner as Split Type Couplings.

C. Buried Cast Iron Couplings, Adapters and Connectors (When Applicable): Thoroughly coat all exterior surfaces, including nuts and bolts, after assembly and inspection by the Engineer with a heavy-bodied bituminous mastic as approved by the Engineer.

D. Buried Epoxy Coated Steel Couplings: Thoroughly coat all exterior surfaces, including nuts and bolts after assembly and inspection by the Engineer with a coal tar approved by the Engineer. Prior to coating, roughen the epoxy with emory paper and follow with a solvent cleaner (aeromatic similar to xylol). Dry film thickness of the coal tar is to be 12-16 mils.

E. Install thrust rods, supports, and other provisions to properly support pipe weight and axial equipment loads.

F. All interior sleeve interior couplings shall be restrained with tie rods when used on pressurized lines. All buried couplings on pressure lines shall be restrained (solid sleeve) type.

END OF SECTION

SECTION 15188

PIPE INSULATION AND JACKETING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work Included: Furnish and apply insulation to all piping and devices as shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere (When Applicable):

1. Excavation and backfill are specified in Division 2.
2. Piping, pipe hangers, and piping specialties are specified in the appropriate sections of this Division and/or Division 2.

1.2 QUALITY ASSURANCE

A. All insulation work shall be executed by skilled insulation workmen regularly employed in the trade.

B. Fire Hazard Rating: All insulation materials shall have a fire hazard rating not to exceed 25 for flame spread, and 50 for fuel contributed and smoke developed.

1.3 SUBMITTALS TO THE ENGINEER

A. Submit shop drawings in accordance with the General Conditions of the Construction Contract and Specification Section 01340. Submit shop drawings including but not limited to:

1. Insulation
2. Protective jacketing.
3. Adhesives, sealants, coatings, reinforcing mesh and bands.

B. If requested by the Engineer, submit samples of the above for approval.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in suitable containers to protect from damage.

B. Store materials so as to be completely protected from the weather.

C. Do not allow adhesives and sealants to be subject to temperatures below 40°F.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe Insulation

1. All pipe on the project with the exception of a small area at the points of interconnection will have less than 6-feet of cover and will require insulation. The insulation shall be Trymer 2000 and shall be a minimum of 2-inches in thickness. Insulation shall have a density of 2.0 pounds per cubic foot with a K-factor of 0.14. The insulation shall be fabricated in half-sections in 3-foot lengths. The half-sections shall fit tightly over the pipe and fittings. An oversized cover shall be provided

forareas with oversized hardware. Tape shall be provided, 1-inch in thickness, to secure the pipe and insulation.

B. Insulation Protective Coverings:
   1. Exposed Piping. Exposed outside piping shall be provided with a 0.024 inch thick corrugated aluminum jacket. Aluminum shall be Type 3003 or 5005, ASTM B 209, Temper H14. The jacketing shall have a minimum 2-inch overlap on all longitudinal and circumferential seams. The jacket shall be wrapped around the circumference of the insulation and held in-place with stainless stell banding every 12-inches on center.

   2. Buried Piping. All buried piping shall have PVC jacketing. The jacketing shall be Insul-Rap 30 with a seal sealing lap or "K" Saver 0.020 PVC with a field applied adhesive joint.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All surfaces to be insulated shall be cleaned of all scale, rust, oil, and foreign matter and shall be dry and free of frost prior to and during application of insulation.
B. All testing of piping to be insulated shall be completed prior to the application of any insulation material.
C. Insulation shall be provided with a factory applied jacket.
D. Install the insulation in accordance with the manufacturers recommended procedures.
E. Exposed Outside Piping:
   1. Install aluminum coverings only after insulation application has been inspected and approved by the Engineer.
   2. Seal lap type covering system on butt and longitudinal seams. Overlap shall be 2 inches minimum on side and edge laps with longitudinal cut edge turned under to provide a smooth edge.
   3. Seal lock join system on longitudinal and butt or end seams.
   4. Position all horizontal joints to shed water.
   5. Fasten aluminum covering with ½ inch wide by 0.105 inch thick stainless steel bands installed at nine inch on center. Screws are not permitted.
F. Buried Piping:
   1. Provide temporary blocking to support pipe a minimum of 8 inches from bottom of trench to bottom of pipe. Reposition temporary blocking as necessary to maintain integrity of insulation and protective coatings.
   2. Bedding shall be a minimum of 6 inch thick layer of clean sand.
   3. Application will not be permitted if any water is present in trench.
   4. Backfill and hand tamp to a minimum of 6 inches above the pipe with clean sand.
   5. Backfill next one foot thick with rock free earth, sand or gravel not larger than 1 inch nominal.

END OF SECTION

Appendix A
Hallowell Water District
Water Main Guidelines

HALLOWELL WATER DISTRICT

NEW WATER MAIN
DESIGN GUIDELINES

JANUARY 2005

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HALLOWELL WATER DISTRICT
DESIGN GUIDELINES
FOR
NEW WATER MAIN INSTALLATIONS

I. GENERAL

Developers of a subdivision or extension of mains in the Towns of Hallowell or Farmingdale desiring water service from the Hallowell Water District (HWD) shall apply to the District for service. At the same time, the developer must submit plans and specifications indicating the installations proposed by the developer for review.

The developer shall assume all costs for engineering and installation of water main, hydrants and associated equipment. In addition, materials, pipe size, hydrant spacing, and installation shall be in accordance with the specifications herein. Gate valves shall be installed to permit isolation of sections of water mains, where practicable, to facilitate future repairs on mains.

II. APPLICABILITY

All projects where the applicant intends to connect to the HWD water distribution system and deed the water main extension to the HWD upon completion shall comply with all of the specifications herein.

Water mains installed on private property, which shall <u>not</u> be deeded to the HWD shall be metered at the property line with a meter pit and meter meeting the specifications of the HWD.

III. DESIGN CRITERIA

A. Plans and Specifications

1. Plan shall be drafted on 24" by 34", maximum, sheets with a horizontal scale of 1" = 20' or 1" = 40'.

2. Specifications shall be type written on standard 8-1/2" x 11" sheets. Construction Manuals or Specification Manuals shall be submitted if available.

3. HWD construction, material, installation and testing standards shall be incorporated into the plans and/or the specifications.

B. General Requirements

1. Service Pressure: Water system improvements shall be designed to provide a normal working pressure of not less than approximately 30 psi or more than 100 psi.

2. Main Size: The minimum size of all new water mains for providing fire protection and serving fire hydrants shall be 8-inch diameter. Larger size mains will be required if necessary to allow the withdrawal of the required fire flow or peak demand while maintaining a minimum residual pressure of 20 psi. The minimum size of all hydrant branch mains shall be 6-inch diameter.

3. Bury Depth: Pipe shall be laid at a minimum of five feet and at a depth of six feet wherever possible.

   Hydrants: Unless otherwise required by the Fire Department, the maximum spacing for fire hydrants intended to supply a fire flow requirement of 500 gallons per minute or less shall be 1,000 feet and for fire flow requirements in excess of 500 gpm the maximum spacing shall be 500 feet. Closer spacing may be required in order to locate hydrant at street intersections or other points convenient to the Fire Department, or a required by the Town. In the case of main extensions by others, hydrants shall be paid for by the Owner and must meet the specifications of the District. Upon acceptance of the main extension, the maintenance, repair or replacement of such hydrants shall become the responsibility of the District.

4. Gate Valves - Gate valves shall be required at all main intersections and along the water main at intervals of 1000 feet. Gate valves are required on each hydrant branch and on all service mains adjacent to the hydrant branch. The District shall decide on the final number and location of all valves.

5. Dead Ends - Dead ends shall be minimized by looping all new mains whenever practical as determined by the District.

6. Air Relief Valves - Air relief valves shall be installed at all high points of the new main as determined by the District. The size and design of the valve and piping shall be determined by the District.

7. Blowoffs - Blowoffs or hydrants shall be installed at the ends of all dead end lines and at low points in mains as determined by the District. The size and design of the blowoff valve and piping shall be determined by the District.

8. Separation of Water Mains and Sewers:

   A. PARALLEL INSTALLATION

   - Normal Conditions - Water mains shall be paid at least 10 feet horizontally from any sanitary sewer, storm sewer or sewer manhole, whenever possible; the distance shall be measured edge to edge.

- Unusual Conditions - When local conditions (such as ledge, bridges, etc.) prevent a horizontal separation of 10 feet, a water main may be laid closer to a storm or sanitary sewer provided that:

  a. The bottom of the water main is at least 18 inches above the top of the sewer and a minimum of 5 feet edge to edge horizontally is provided.

  b. Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to water main standards of construction and shall be pressure tested to assure watertightness prior to backfilling.

  c. The ME DWP agrees that local conditions warrant less than 10 feet horizontal separation and approves the plans and specifications of the work.

B. CROSSINGS

- Normal Conditions - Water mains crossing over house sewers, storm sewers or sanitary sewers shall be laid to provide a separation of at least 18 inches between the bottom of the water main and the top of the sewer, whenever possible.

- Unusual Conditions - When local conditions prevent a vertical separation as described in 8.A.2.a. the following construction shall be used:

  a. Sewers passing over or under water mains should be constructed of the materials described with joints that are equivalent to the water main standards of construction and shall be pressure tested to assure watertightness prior to backfilling.

  b. Water mains passing under sewers shall, in addition, be protected by providing a vertical separation of at least 18 inches between the bottom of the sewer and the top of the water main; adequate structural support for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains; and that one full length of water pipe be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer.

  c. Services: No more than one customer shall be served from a service pipe under the control of a single curb stop or shut off. A separate meter shall be provided for each customer. Where the length of the service pipe is greater than 200 feet between the District's main and the premises to be serviced, the District may require the water meter be placed in a meter pit at the edge of the right-of-way. The District shall establish the size and type of construction of the meter pit. The Water District shall determine

the size of the service pipe based upon the information provided by the customer. No water services shall be installed in a common trench with other underground utilities; separation from sewers shall be as outlined in paragraph 1, above. Curb stops shall not be located in driveways or under pavement.

d. Backflow Devices: All water services shall be equipped with an approved backflow device in accordance with the District's cross connection program. The backflow device shall be installed at the meter location unless otherwise approved by the District.

e. Fire Services: A separate service shall be provided to serve a building sprinkler system and/or private fire protection system unless otherwise approved by the District.

C. Review Process

Besides reviews by other state and local regulatory agencies ALL water line extensions shall go through the review process in the following order:

- An approved site plan and an approved subdivision plan shall be submitted with the plans in the review process.

- Plans shall be submitted to the HALLOWELL WATER DISTRICT for review, comment and approval. If approved, then:

- Plans shall be submitted, by the Owner or his engineer, to the State of Maine, Drinking Water Program, 11 State House Station, Augusta, ME 04333-0011, TEL: (207) 287-2070, FAX: (207) 287-4172, for their review, comment and approval. If approved, then:

- Copies of all approved plans and specifications shall be submitted to the HALLOWELL WATER DISTRICT.

- The Applicant shall obtain road opening and/or utility location permits from the Town of Hallowell or Farmingdale and/or State of ME DOT. All permit fees will be paid by the Applicant.

- The Dig Safe Telephone Number: (888) 344-7233

- The Applicant is required to pay for the services of an Inspector provided by the HWD. The HWD will hire the Inspector to ensure compliance with these regulations. The HWD will provide an estimate of inspection hours required and a budget before any work is initiated. **Work not observed by the HWD Inspector will not be accepted for service.**

- Upon completion of the installation, the HWD will be provided with a "Mylar" print showing the as-built installation, plus two blueprints. As-built drawings shall include "ties" to all curb stops and valves. Also, a Deed or Certificate of Title shall be furnished to the HWD before water services is turned on.

NOTE: The property owners shall personally be notified on the requirement in C.8 by the HWD during the review process.

IV. MATERIALS

A. Ductile Iron Pipe

Pipe shall be eight inch minimum in diameter and shall be ductile iron double cement lined, with a protective coating on the exterior of the pipe, conforming to the requirements of ANSI Standard A21 51 AWWA C151:LR for "Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lined Molds for Water and Other Liquids". All ductile iron shall be made in North America. The minimum pipe thickness shall be Class 52, unless previously agreed to in writing by the HWD.

Ductile iron pipe shall have push-on joints, with rubber gaskets, except where pipe is to be joined with special fittings or valves in which case pipe shall be furnished with mechanical joints.

The nominal laying length of each pipe shall be shown in Tables 51.3 and 51.4 ANSI Standard A21.51-LR, except that a maximum of 20% of the total number of each pipe size specified in the order, may be furnished as much as 24-inches shorter than the nominal laying length.

Ductile iron pipe shall be designed in strict accordance with ANSI Standard A21-50-LR (AWWA C150-LR) for "Thickness design of Ductile-iron Pipe".

1. Marking Pipe - Each ductile iron pipe shall have conspicuously painted on the exterior the pressure, class, and weight of the pipe.

2. Linings & Coatings - The outside surface of all pipe shall be factory coated with bituminous coating of either coal tar or asphalt base approximately 1 mil thick.. The inside surface of all pipe shall receive a double cement mortar lining and bituminous seal coat in strict accordance with ANSI Standard A2.4/AWWA C-104-LR for "Cement-Mortar Lining for Cast-iron Pipe with Fittings for Water".

3. Manufacturer's Affidavit of Factory Inspection and Testing - Upon request, the Developer shall provide a sworn affidavit of compliance that all Hydrostatic and Physical Properties Tests have been made and that the results of the same comply with the American Standard's Association (ASA) requirements.

4. Developers Responsibility for Material - The Developer is responsible for all material from procurement, handling, storage, and installation.

   Pipe shall be handled in such a manner as to avoid damage to the coating and lining. Detrimental abrasions to coatings, as determined by the HWD's Superintendent, shall be repaired by the Contractor or be cause for pipe replacement. The interior of the pipe shall be kept free of dirt and other foreign mater at all times. Material shall not be dropped or bumped.

5. Ductile Iron Fittings - Fittings for ductile iron water pipe shall be ductile or cast iron and shall met the requirements of AWWA C110. Outside surface of all fittings shall be coated by hot coal tar dip method before lining. Inside cement lining shall be in accordance with AWWA C104. The minimum pressure rating for all fittings shall be 250 psi unless a higher pressure class is required for the specific installation. Unless otherwise required for joint restraint, joints on fittings shall be mechanical joints in accordance to AWWA C111.

B. Thrust Restraint - Thrust restraint shall be appropriate for the soil type, size, and length of pipe and shall consist of thrust blocks and one of a variety of type restrained joints (e.g., Grip Ring™, Megalug®, etc.). Thrust blocks shall be cast in place concrete with a minimum compressive strength of 3000 psi at 28 days.

C. Valves -

   1. Gate Valves: Gate valves should be iron body bronze mounted, resilient seat, mechanical joint, for underground use, wrench operated, non-rising stem, and "O-ring" seal in accordance to AWWA C509. All valves shall open RIGHT, and shall have the markers' initial, pressure rating, and the year of manufacturer cast on the body. The valves shall be American Flow Control AFC 2500 or equal. Valves thirty six (36) inches and smaller shall be designed for a water working pressure of two hundred and fifty (250) pounds per square inch. Gate valves shall have a two inch (2") square nut for wrench operation and the operating nut shall have an arrow cast in metal indicating the direction of opening. Valves shall "OPEN RIGHT". Valves shall have the markers' initials, pressure rating, and the year of manufacture cast on the body.

D. Valve Boxes: Valve boxes shall be heavy pattern cast or ductile iron, cast in two telescoping sections of sliding construction and of such lengths as will provide, without full extension, the required cover. The lower section shall be five and one quarter (5¼") inch minimum inside diameter and shall be valved or domed at the bottom to fit over the valve nut. The upper section shall fit over the lower section. Covers shall be at least six (6") inches in diameter, shall fit flush with the top, shall be slotted for easy removal, and shall have the word "Water" plainly cast in relief on the top surface. Valve boxes shall be free from all defects in material and workmanship, and shall be coated with coal tar pitch enamel or other approved coating. Valve boxes shall be manufactured in North America.

E. Couplings and Connectors:

1. Sleeve type couplings shall be constructed of malleable or ductile iron, solid sleeve with M.J. ends conforming to AWWA C110 or AWWA C153. Sleeve shall be a minimum of 12-inches long and manufactured by Tyler or equivalent.

2. Flanged adapters shall conform in size and bolt hole placement to ANSI Standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections. Adapters shall be Dresser Style 127 locking type for cast iron, ductile iron, asbestos cement and steel pipes, or equivalent.

F. Hydrants: Post Fire Hydrants shall have minimum 5¼" opening, 6" hub inlet and two 2½" hose and one 4½" pumper nozzles with National Standard threads. Operating nuts shall open by turning to the RIGHT and be five sided, 1½ point to flat. All below ground nuts and bolts shall be stainless steel. Designed with standpipe breaking ring of breakable sections. Breakaway connection to be installed no more than 6-inches above finished grade. Hydrant shall conform to the latest revision of AWWA Standard for Fire Hydrants for Ordinary Water Works Service, serial designation (C502-LR). Hydrants shall be American Flow Control - American Darling B-84.

G. Corporate Stops: Corporation stops shall be 1" (unless otherwise required) ball type compression. INLET: AWWA taper CC thread: OUTLET: Conductive compression connection for C.T.S. O.D. corporation stops shall be equal to Mueller CAT #B-25008 or Ford CAT = FB1000.

H. Copper Water Tube: Copper tube shall be 1" (unless otherwise required) Soft temper, type "K" conforming to ASTM B-88. No splices will be allowed from the corporation stop to the curb box stop. Service lines shall be installed through a 4" PVC pipe when crossing under the roadway.

I. Service Saddles:

1. For cast iron and ductile iron pipe: Service saddles shall be Romac Style 202 or equivalent with ductile iron wrap around design (ASTM A536), double straps and bolts of low alloy steel (AWWA C111) and bonded in-place Buna-N gasket.

2. For C900, C905 PVC pipe and 3408 HDPE pipe: Service saddles shall be Romac Style 202N or equivalent.

J. Curb Stops and Boxes: Curb stops shall be 1" (unless otherwise required) ball type compression conductive compression connections for C.T.S. O.D. both ends, Curb stops shall be equal to Mueller Cat. #H-25209 or Ford Cat. #B44.

Curb boxes shall conform to the specifications for Valve Boxes except that for curb boxes for curb stops 2 inches and smaller shall have a one-piece cast or ductile iron arch base, a steel pipe extension upper section, cast iron lid and thread bronze plug with

pentagon nut (rope thread). A stationary ½ inch minimum diameter by 24-30 inches minimum stainless steel long rod shall be installed in each curb box.

Curb boxes shall be set plumb and flush with finish grade. In addition, no obstruction shall be placed to obstruct use of shut-off valve wrench within a 6 foot circumference from center of curb box. Curb boxes shall be manufactured in North America.

K. Backfill

1. Aggregate Subbase: Shall be sand or gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. Aggregate subbase shall not contain particles of rock which will not pass the six-inch square mesh sieve. The gradation of the material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves			
	Type D	Type D	Type F	Type G
¼ inch	25-70	25-100	60-100	-
No. 40	0-30	0-50	0-50	0-70
No. 200	0-7	0-70	0-7	0-10

2. Aggregate Base: Shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. Type B Aggregate for base shall not contain particles of rock that will not pass the 4 inch square mesh sieve. The gradation of the part that passes a 3-inch sieve shall meet the following grading requirements:

Sieve Designation	Percent by Weight Passing Square Mesh Sieves		
	Type A Aggregate	Type B Aggregate	Type C Aggregate
½ inch	45 - 70	35 - 75	
¼ inch	30 - 55	25 - 60	25 - 70
No. 40	0 - 20	0 - 25	0 - 30
No. 200	0 - 5	0 - 5	0 - 5

3. Common Borrow: Shall consist of approved material required for the construction of the work where designated. Common borrow shall be free from frozen material, perishable rubbish, peat, organic, stones larger than 12" in size and other unsuitable material.

4. Crushed Stone: Shall be a uniform material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, containing

angular pieces, as are those which come from a mechanical crusher. Gradation requirements shall be as follows:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
1-1/2 inch	100
1 inch	95-100
½ inch	25-60
No. 4	0-10

5. Screened Stone: Shall be a well graded stone consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, meeting the following gradation requirements:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
1 inch	100
¾ inch	90-100
3/8 inch	20-55
No. 4	0-10
No. 8	0-5

6. Sand: Shall be well graded durable material free of organic matter and conform to the following gradation requirements:

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
3/8 inch	100
No. 4	95-100
No. 16	50-85
No. 50	10-30
No.100	2-10
No.200	0-5

Sand conforming to the requirement for fine aggregate in ASTM Standard Specifications for Concrete Aggregate, Designation C-33, will meet the above requirement.

7. Select Fill: Shall consist of well graded granular material free of organic material, loam, wood, trash, snow, ice, frozen soil and other objectionable material and having no rocks with a maximum dimension of over 4 inches and meeting the following gradation requirements, except where it is used for pipe bedding in which case the maximum size shall be 2-inches.

Sieve Designation	Percent by Weight Passing Square Mesh Sieve
4"	100
3"	90 - 100
½"	25 - 90
No. 40	0 - 30
No. 200	0 - 5

8. Concrete: If concrete is required for excess excavation, provide 3,000 psi concrete complying with requirements of Section 03300.

9. Filter Fabric: If filter fabric is required, fabric will be equal to Mirafi 140N.

L. Pavement

1. Provide all materials in accordance with the applicable sections of the Standard Specification for Highways and Bridges of the Maine D.O.T. except that "Measurement" and "Payment" Subsections shall not apply.
   a. Aggregate Subbase and Base: Division 700 - Material Details, Section 703 - Aggregates, Subsection 703.06 - Type A and Type B for Aggregate Base as shown on the Drawings.
   b. Bituminous Tack Coat (When Applicable): Provide AE-90 Asphalt Emulsion Material, Division 700 - Material Details Section 702 - Bituminous Material, Subsection 702.04 - Emulsified Asphalts.
   c. Bituminous Concrete Binder and Surface Courses: Division 700 - Material Details, Section 702 - Bituminous Material, and Section 703 - Aggregates Subsection 703.09, Grading B and Grading C for roadways.

V. CONSTRUCTION METHODS

1. General

In unloading, storing, stacking and handling of pipe, fittings, valves or appurtenances, the contractor shall take special care to insure that his methods are consistent with methods employed by the manufacturer in the manufacture and shipping of the product. Insofar as possible, all heavy materials shall be carefully handled by the use of hoists or skidways to avoid shock or damage. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground. It shall be the contractor's responsibility to inspect all shipments, and to replace or repair at his own expense any materials which have been damaged through his own negligence. Whenever possible, pipe shall be strung along the routes with the bell ends facing in the direction in which the work is to proceed.

2. Trench Evacuation

The contractor shall be responsible to excavate trench trenches in a manner consistent with all safety requirements prescribed by OSHA and or State regulations for the soil type(s) involved. However, the HWD does reserve the right to request trench adjustment (for safety reasons) prior to HWD Personnel performing in-trench inspections or tapping. Special care shall be taken to protect existing underground utilities and support the sides of the trench to prevent movement, to include the use of sheeting, shoring and bracing. The contractor shall also be required to do all dewatering of the trench which may be necessary to insure that the trench bottom is firm and dry. If, in the opinion of the HWD, unsatisfactory soil conditions exist at the required trench grade, the contractor may be required to excavate below normal trench grade until suitable foundation material is encountered. The excavation shall then be backfilled with screened gravel in six inch layers. Each layer shall be properly tamped and compacted until normal trench grade is obtained. The contractor shall make such additional excavations as may be necessary to provide for proper placement of concrete thrust blocks, valves, hydrants, services and other appurtenances as shown on the plans or as required by the HWD.

3. Cover

All water main trenches shall be such that a minimum cover of 5 feet to 6 feet where possible, is provided over the pipe, except at gate valves where a minimum of 3 feet of cover shall be provided at the top of the valve bonnet. The maximum depth of cover shall be 7 feet unless approved otherwise by the HWD.

4. Bedding the Pipe and Fittings

All pipe and fittings shall be placed on a layer of bedding material consisting of compacted crushed gravel, crushed or screened stone, or select fill. The depth of the bedding shall be 6 inches minimum or equal to one half the diameter of the pipe whichever is greater. Any voids under the pipe shall be filled and thoroughly tamped.

5. Laying the Pipe and Fittings

The pipe shall be placed in the trench in accordance with the manufacturer's recommendations or by an approved method in such a manner as to insure that the pipe is not damaged. All pipe shall be thoroughly sound, dry and clean, before laying and the utmost of care shall be taken to insure that its condition is not altered when it is placed on the bed. A water tight plug shall be installed once the pipe is in place to keep out ground water and dirt. All work associated with laying the pipe shall conform to A.W.W.A. Standard Specification C600 wherever applicable and not in conflict with the provisions contained in these specifications. When the pipe is in place, screened gravel or granular fill, whichever is applicable, shall be placed in the trench and thoroughly compacted in six inch lifts to 12 inches above the top of the pipe.

6. Valves: The contractor shall install all valves and tapping sleeves and valves together with valve boxes, at the locations shown on the plans or as directed by the District. In general, valves shall be installed as close as possible to plumb and in accordance with the applicable subsections 4(c) and 4(d) of this article, and in accordance with the manufacturer's recommendations. Valve boxes shall be installed at every valve location and shall be adjusted to the proper finish grade and set plumb and centered over the operating nut of the valve. The contractor shall exercise special care that the valve box is free of direct and other obstructions and that the base does not rest on the valve bonnet. An earth cushion shall be provided between the bonnet and the base. After installation is completed, all valves shall be operated and then left in the closed position.

7. Tapping Sleeves and Valves: Shall be installed with the outlet flange set vertically and the sleeve squarely centered on the main. Concrete or granite blocking shall be placed beneath the sleeve and valve to provide support. Concrete thrust blocking shall be placed behind and under the sleeve and valve after the tap is completed. The valve shall be flushed after completing the taps to ensure the valve seat is clean. Bituminous coating shall be applied to the bolts and nuts holding the sleeve together.

8. Hydrants: The hydrant shall be set plumb and at the proper elevation with respect to final finished grade. The break away flange shall be set two inches above finish grade. The hydrant base shall be set on fine material. The hydrant branch valve, ad hydrant tee shall be adequately anchored together by mechanical means (anchor tee) and by concrete thrust blocks. Hydrant locations shall be such that no part of the hydrant is within one foot of the curb line and no less than twenty feet from an intersecting street. The final location of the hydrant shall be approved by the HWD. Prior to any hydrant being tested under pressure, all hydrant laterals and mains shall be flushed to remove dirt, rocks, and foreign matter. Each nozzle and pumper outlet shall be at least eighteen (18") inches above grade on the installed hydrant. Steamer connection shall face the traveled way. Each hydrant shall be provided with an approved gate valve at an easily accessible location. Hydrants shall be painted to meet HWD requirements for color.

F. Thrust Restraint: Concrete thrust blocks <u>and</u> joint restraint shall be installed at all bends, fittings, dead ends and hydrants as shown on the plans or as directed by the HWD. The bearing area of the thrust blocks shall be determined for each installation based on soil type and system design pressure. The thrust block shall be formed in such a way that as much of the undisturbed earth on the trench wall and bottom will be incorporated into the forming as is possible. In making both the forms and the pour, special care shall be taken to insure that concrete is not poured in and around the joints of the pipes and fittings. Fittings and joints shall be wrapped in plastic prior to pouring concrete. In the event that other utilities or local conditions prohibit the use of thrust blocks, the contractor shall furnish and install additional mechanical thrust resisting devices, upon the approval of such devices by the HWD.

G. Service Connections: Services shall be constructed in accordance with the most recent revision of the BOCA, CABO, and International Plumbing Codes.

1. Corporation Stops: The contractor shall furnish and install all corporation stops at the locations as shown on the plans or as directed by the HWD. A tapping machine shall be used which will permit tapping of water mains under pressure. The tapping machine shall be rigidly fastened to the pipe and the tap shall be made in the upper one-half of the pipe. The length of travel of the tap shall be so established that when the stop is inserted and tightened with a fourteen inch wrench, not more than one to three threads will be exposed on the outside. When the wet tap is made, the corporation shall be inserted with the machine still in place.

2. Copper Tubing: The contractor shall furnish and install copper tubing at the locations as shown on the plans or as directed by the HWD. Excavation for services shall be to a minimum depth of 5 feet and the contractor shall exercise special care to insure that the bottom is free from sharp rocks or ledge outcroppings. In placing the service in the trench, the contractor shall be careful that the copper tubing has no kinks or sharp bends and that the sand placed to a depth of six inches over and around the service is free from large or sharp stones which may come in contact with the service.

3. Curb Stops and Boxes: Curb stops and boxes shall be furnished and installed by the contractor where noted on the plans or as directed by the HWD. The contractor shall place compacted gravel around and below the curb stop. The curb box shall be set flush with the finish grade and at or near the property line.

H. Pressure and Leakage Testing - The Contractor shall furnish the necessary equipment and labor for carrying out a pressure test and leakage test, as specified in AWWA C600, on the completed pipes. The pressure and leakage test shall be conducted concurrently. Prior to leakage and chlorination, the mains shall be flushed to remove dirt and other foreign substances.

1. Leakage Test: (Refer to ANSI/AWWA C600-LR). All air in the pipeline to be tested shall be expelled.

   The newly laid pipe shall be tested in valved or plugged sections as determined in the field. Water shall be slowly introduced by means of an approved power-driven pump. The pressure shall be raised to 150 PSI measured at the lowest point (if practical) of the section being tested as determined by HWD Superintendent; when reached, the time of test shall begin.

   The duration of each leakage test shall be two hours, and during the test water will be introduced into the main by pumps. Leakage shall be defined as the quantity of water that must be supplied into the newly paid pipe to maintain pressure within 5 PSI of the test pressure.

   Approved pressure gauge and flow meters shall be installed to indicate pressure in line and amount of water being introduced into the pipe line. Gauges must show that they have been calibrated within one year of testing.

No pipe installation will be accepted if the leakage is greater than that determined by the following formula (refer to ANSI AWWA C600-LR Section 4);

$$L = \frac{SD\sqrt{P}}{133{,}200}$$

Where:

L = allowable leakage, in gallons per hour
S = length of pipe tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure during the leakage test, in pounds per square inch (gauge)

At the end of the test period if the amount of water added to the main is less than the allowable leakage, and if no visible leaks or other failures, the portion of the main tested will be approved by the HWD Superintendent. If any test of pipe laid discloses leakage greater than that specified, the contractor shall, at his own expense, locate and repair the defective material until the leakage is within the specified allowance.

2. Disinfection: Following satisfactory pressure and leakage test, a newly installed main shall be disinfected by the contractor and under the direction of the HWD Superintendent. A modified "slug" method (ANSI/AWWA C651-LR) shall be used. The form of chlorine used for disinfection shall be liquid sodium hypochlorite. Common household bleach containing approximately 5% sodium hypochorite (vol. %) or industrial bleach containing 15% sodium hypochlorite (vol. %) may be used. A concentration of approximately 50 mg/l free chlorine shall be achieved throughout the main, at which time the main shall be sealed off for a period of 24 hours. At the end of the retention period, sufficient residual chlorine (approximately 10 mg/l) as determined by the HWD Superintendent shall be present.

   NOTE: The modification of the "slug" method (lower concentration hypochlorite, longer retention time) assures proper disinfection while reducing the amount of free chlorine discharge to the environment.

3. Flushing: Following disinfection the chlorinated water shall be flushed until the replacement water throughout the system is equal to the quality of the HWD water as determined by the HWD Superintendent. This flushing shall be done as soon as possible (within 24 hours of satisfactory disinfection) since prolonged exposure to highly chlorinated water might damage the asphalt seal coating of the pipe.

   Additionally, the environment into which the heavily chlorinated water is to be discharged shall be inspected to assure discharge shall cause no damage to the environment.

4. Sanitary Sampling: After satisfactory flushing, samples of the new main shall be taken by the HWD Superintendent and submitted to a qualified laboratory for coliform testing. Two consecutive samples shall be taken at least 24 hours apart from each 1200 feet of new main. The new water main shall not be put in service until

satisfactory samples are achieved and as-built drawings and deed or certificate of title have been received by HWD.

VI. ELECTRIC POWER AND TELEPHONE LINES

Underground Electric and Telephone line installation shall NOT be installed in the same trench as the water main.

Whenever possible, the electric and telephone lines shall be installed on the opposite side of the street from the water main. However, if it is necessary to install underground power and telephone lines on the same side of the street as the water main, the approval of the HWD Commissioners shall be required.

Wherever the electric or telephone lines must cross either mains or service branches, the installation shall be in conduit encased in concrete. The concrete shall extend laterally for a minimum distance of five feet each side of the water installation.

If the lines are laid parallel to mains or service branches, including those between street shut-off and house, there must be a lateral separation of a minimum of six feet.

There shall be NO installation of any electric or telephone line within ten feet of a hydrant or house service street shut-off.

- Warning Tape - All water, electric, cable, and telephone lines must be marked with underground warning tape located a minimum of 1'-6" above the utility or as required by local utility.

- Private Fire Protection - There shall be a separate pipe, gated on Municipal property, for private fire protection. In no case shall the fire service pipe be used for anything other than fire protection.

VII. ADDITIONAL REQUIREMENTS

- Subdivision Developer will be responsible for the Water Line and Materials for One (1) year after being deeded to the HWD.

- As-built information - During construction, the applicant shall maintain detailed records of the main and appurtenances installed. Location of all fittings, valves, couplings, corporation stops, curb valves, dead ends, etc. shall be recorded with accurate swing ties. The HWD shall approve the method of taking the ties. In addition, all underground utilities and ledge area encountered during construction shall be located (horizontal and depth) and shown on the plans.