Updated 10/18/07

STATE PROJECT

August 01, 2007
Supersedes July 6, 2005

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.

2. As a minimum, the following must be received prior to the time of Bid opening:

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

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

3. Include prices for all required items in the Schedule of Items. ("Zero is not considered a Bid price.")

4. Include a Bid Guaranty. Acceptable forms are:

   a. a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or

   b. an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.

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

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form in the proper amounts, and deliver to the Civil Rights Office, or fax to (207)624-3431 by 4:30 PM on bid opening day.

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

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

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):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

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

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

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

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 Wild River Bridge Replacement in the town of **GILEAD**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 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 Project No. BH-1561(900)E, PIN 015619.00

Location: In Oxford County, project is located on route 2 over Wild River approximately 0.1 miles west of route 113.

Scope of Work: Wild River Bridge replacement and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Jim Wentworth** 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 and at the Department of Transportation's Regional Office in Dixfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans $23.00 ($26.50 by mail). Half size plans $11.50 ($13.75 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 $65,000.00 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.

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
June 24, 2009

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

JOHN E. DORITY
CHIEF ENGINEER

GILEAD
015619.00
August 3, 2004
Supercedes March 17, 2004

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)

March 14, 2007
Supersedes March 3, 1966

Non-federal Projects Only

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

CONTRACT ID: 015619.00 PROJECT(S): BH-1561(900)E

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
SECTION 0001 PROJECT ITEMS						
0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0020	203.25 GRANULAR BORROW	470.000 M3				
0030	203.25 GRANULAR BORROW FOR UNDERWATER BACKFILL	70.000 M3				
0040	206.10 STRUCTURAL EARTH EXCAVATION - PIERS	750.000 M3				
0050	501.231 DYNAMIC LOADING TEST	3.000 EA				
0060	501.46 STEEL H-BEAM PILES 109 KG/M, DELIVERED	275.000 M				
0070	501.461 STEEL H-BEAM PILES 109 KG/M, IN PLACE	275.000 M				
0080	501.54 STEEL H-BEAM PILES 174 KG/M, DELIVERED	295.000 M				
0090	501.541 STEEL H-BEAM PILES 174 KG/M, IN PLACE	295.000 M				
0100	501.90 PILE TIPS	22.000 EA				

CONTRACT ID: 015619.00 PROJECT(S): BH-1561(900)E

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0110	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
0120	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			
0130	502.239 STRUCTURAL CONCRETE PIERS	LUMP	LUMP			
0140	502.249 STRUCTURAL CONCRETE PIERS (PLACED UNDER WATER)	LUMP	LUMP			
0150	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP	LUMP			
0160	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0170	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP	LUMP			
0180	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	74400.000 KG				
0190	503.13 REINFORCING STEEL, PLACING	74400.000 KG				
0200	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED	LUMP	LUMP			
0210	504.71 STRUCTURAL STEEL ERECTION	LUMP	LUMP			

CONTRACT ID: 015619.00 PROJECT(S): BH-1561(900)E

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0220	505.08 SHEAR CONNECTORS	LUMP	LUMP			
0230	507.0833 MODIFIED WYOMING STEEL BRIDGE RAIL	LUMP	LUMP			
0240	511.07 COFFERDAM: PIER	LUMP	LUMP			
0250	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0260	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0270	520.232 EXPANSION DEVICE - ASPHALTIC PLUG JOINT	24.000 M				
0280	523.52 BEARING INSTALLATION	5.000 EA				
0290	523.5401 LAMINATED ELASTOMERIC BEARINGS, FIXED	5.000 EA				
0300	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				
0310	610.11 STONE BLANKET	145.000 M3				
0320	639.18 FIELD OFFICE TYPE A	1.000 EA				

CONTRACT ID: 015619.00 PROJECT(S): BH-1561(900)E

CONTRACTOR :_____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0330	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0340	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **015619.00**, for the **Wild River Bridge Replacement** in the town of **Gilead**, County of **Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 18, 2010.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

_____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 015619.00 Wild River Bridge 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. 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 **015619.00**, for the **Wild River Bridge Replacement** in the town of **Gilead**, County of **Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 18, 2010.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

_____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 015619.00 Wild River Bridge 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. 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 _____ _____ **in the State of** _____, as principal, and……....., a corporation duly organized under the laws of the State of ..... and having a usual place of business ...., as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum of _____ **and 00/100 Dollars ($)**, to be paid said Treasurer of the State of Maine or his successors in office, for which payment well and truly to be made, Principal and Surety bind themselves, their heirs, executors and administrators, successors and assigns, jointly and severally by these presents.

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

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

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

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

SAMPLE

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

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

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

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

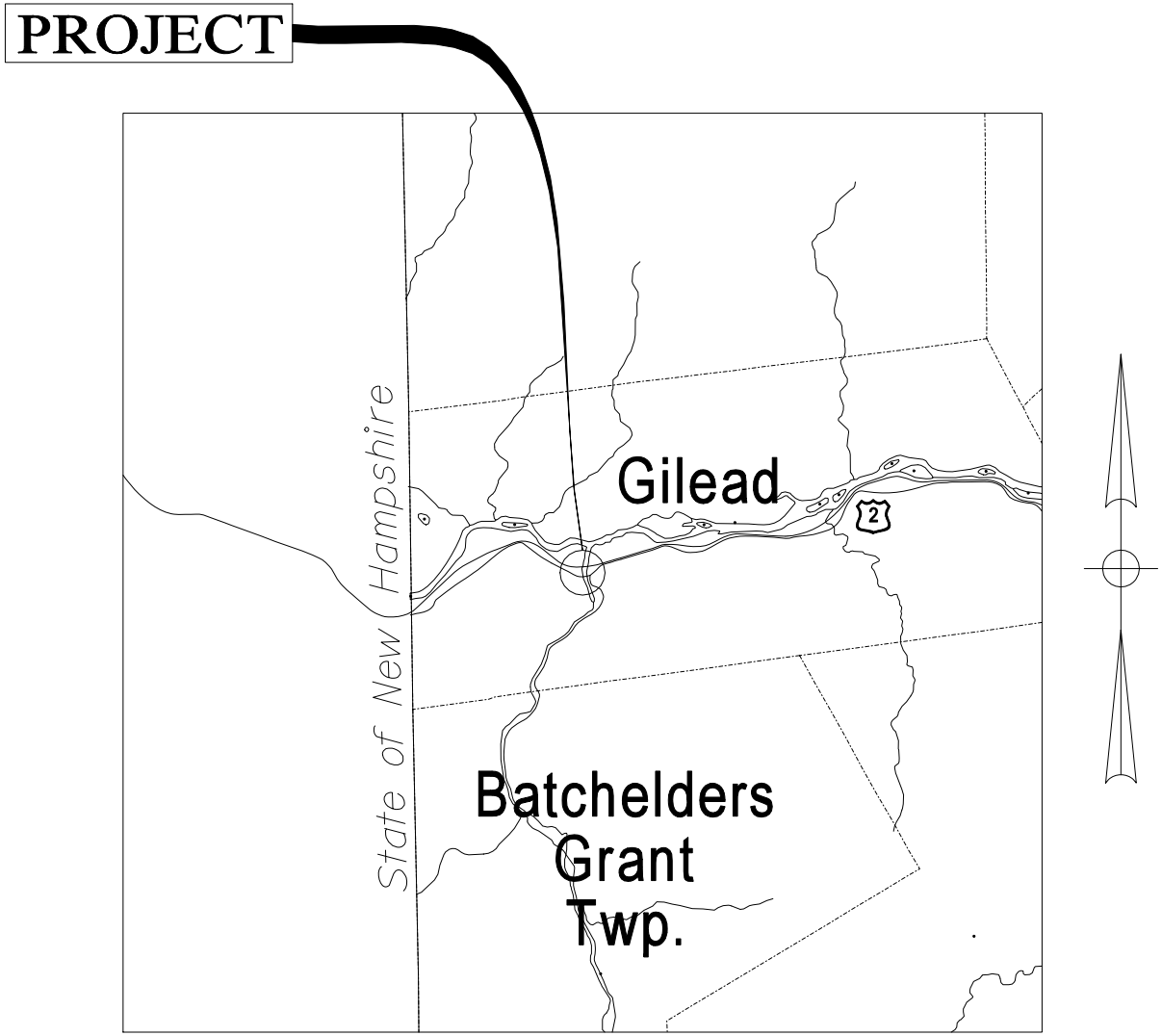
Signed and sealed this ..... day of ...……....., 20 ... .

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

SAMPLE

BRIDGE REPLACEMENT

BRIDGE NO. 2948



LOCATION MAP

State of Maine
Department of Labor
Bureau of Labor Standards
Technical Services Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

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

Title of Project -------- Wild River Bridge Replacement, PIN 015619.00

Location of Project -- Gilead, Maine in Oxford County

2009 Fair Minimum Wage Rates
Heavy & Bridge Oxford County

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Backhoe Loader Operator	$19.69	$8.31	$28.00	Insulation Installer	$18.05	$4.30	$22.35
Blaster	$16.00	$4.19	$20.19	Ironworker - Ornamental	$21.15	$13.90	$35.05
Boilermaker	$21.38	$6.30	$27.68	Ironworker - Reinforcing	$21.15	$16.51	$37.66
Boom Truck Operator	$19.00	$5.74	$24.74	Ironworker - Structural	$20.25	$4.87	$25.12
Bricklayer	$23.00	$2.38	$25.38	Laborers/Helper/Tender	$13.00	$1.27	$14.27
Bulldozer Operator	$17.00	$2.88	$19.88	Laborer - Skilled	$15.91	$3.46	$19.37
Cable Splicer	$22.05	$8.15	$30.20	Line Erector, Power	$22.99	$8.44	$31.43
Carpenter	$18.25	$3.75	$22.00	Loader Op, Front-End	$17.45	$3.33	$20.78
Carpenter - Rough	$17.50	$2.38	$19.88	Mechanic - Maintenance	$20.00	$4.33	$24.33
Cement Mason/Finisher	$20.75	$3.10	$23.85	Millwright	$21.00	$7.40	$28.40
Commun Equip Installer	$22.00	$3.96	$25.96	Painter	$16.00	$4.34	$20.34
Commun Trans Erectr	$18.50	$1.06	$19.56	Paver - Bituminous	$16.92	$1.93	$18.85
Crane Op <15 Tons	$17.00	$2.84	$19.84	Pile Driver Operator	$19.31	$2.38	$21.69
Crane Op =>15 Tons	$20.00	$3.19	$23.19	Pipe/Stm/Sprkler Fitter	$21.25	$5.98	$27.23
Crusher Plant Operator	$14.54	$2.29	$16.83	Pipelayer	$21.50	$7.35	$28.85
Diver	$18.00	$18.75	$36.75	Pump Installer	$19.50	$4.02	$23.52
Driller - Rock	$15.50	$4.68	$20.18	Rigger	$17.50	$4.90	$22.40
Electrician, Licensed	$24.00	$9.60	$33.60	Roller Operator - Earth	$14.63	$5.39	$20.02
Electrician Hlpr (Licensed)	$18.00	$10.06	$28.06	Roller Operator - Pvmnt	$15.67	$4.42	$20.09
Excavator Operator	$17.38	$3.54	$20.92	Sheet Metal Worker	$21.50	$7.86	$29.36
Fence Setter	$13.13	$1.39	$14.52	Truck Driver - Light	$15.75	$2.13	$17.88
Flagger	$12.60	$1.50	$14.10	Truck Driver - Medium	$14.75	$5.73	$20.48
Grader/Scraper Operator	$16.89	$3.32	$20.21	Truck Driver, Heavy	$12.50	$2.73	$15.23
Hot Top Plant Operator	$18.22	$8.50	$26.72	Truck Driver, Tractor Trlr	$17.75	$4.82	$22.57

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

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

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

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

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HB-034-2009

Filing Date: June 18, 2009

Expiration Date: 12-31-2009

A true copy

Attest: _____
William A. Peabody
Director
Bureau of Labor Standards

BLS 424HB (R2009) (Heavy & Bridge Oxford)

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 Report for the Replacement of Wild River Bridge Over Wild River State Route 2, Gilead, Maine, Soils Report 2008-15, December 1, 2008, 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.

Town: **Gilead**
Project: **15619.00**
Date: **June 9, 2009**

SPECIAL PROVISIONS
SECTION 104
Utilities

MEETING

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

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

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

GENERAL INFORMATION

St. Lawrence and Atlantic Railroad has an active line near the project limits. There is no involvement anticipated with the railroad as part of this project, however the contractor needs to be aware that the railroad does not allow entry into their right of way for any reason without their consent. Should the contractor want to enter into the railroad right of way they must contact **Paul Boisvenue Cell (207) 212-2314 of St. Lawrence and Atlantic Railroad.**

There are no known utilities located within the project limits of the Proposed Bridge, however there are facilities located in the demolition area as noted below.

Aerial Utility Specific Issues in the Demolition Area:

Central Maine Power has power lines crossing the Wild River at the existing bridge location, servicing a customer on the west side of the river. **CMP** plans to de-energize and remove the line prior to demolition of the existing bridge. Contact for **CMP** is Gary Crabtree.

Oxford Networks has a telephone line crossing the existing Wild River Bridge. **Oxford Net** plans to keep the line active in its existing location. The contractor will need to work around this line. Contact for **Oxford Net** is Brent Hadley.

DIG SAFE

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

THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.

Town: Gilead
PIN #: 15619.00
Date: 4/7/09

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

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

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

II. In-Water work window applies to the following water bodies at the following station #'s:
1. Wild River 3+420 to 3+480

III. Special Conditions:
1.

IV. Approvals:
1. Temporary Soil Erosion and Water Pollution Control Plan

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

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

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

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

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
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
(Supplemental Liquidated Damages)

The Contractor shall complete the Wild River Bridge approach embankments from Station 3+380 to 3+520 up to the abutment shelf elevations shown on the plans including the riprap slopes by November 15 2009.

The Contractor shall provide unrestricted access for other contractors from the existing Route 2 to each Wild River Bridge abutment location by November 15, 2009. This access shall be a roadway meeting the following requirements: minimum width of 7 meters, maximum grade of 6%, shall be kept passable at all times, and shall be capable of carrying heavy loads for purposes of highway or bridge construction. This access may be the relocated Route 2 roadway or other access approved by the Resident. The Contractor shall construct, maintain, and remove if necessary any temporary access provided. All costs associated with temporary access shall be incidental to related contract items.

Should any portion of the above stated work remain incomplete beyond the date specified, Supplemental Liquidated Damages shall be assessed the Contractor at the rate of Two Thousand Dollars ($2000.00) per day for each calendar day any work on this section remains incomplete beyond the specified date.

The Contractor is also notified that work performed by other Contractors will be performed within the project limits. This other work will consist of new highway bridge construction between Stations 3+380 to 3+520.

SPECIAL PROVISION
SECTION 107
TIME
(Access to Construction Area)

The Department will provide for unobstructed access from existing Route 2 to the Wild River Bridge abutment locations. This access will be a roadway meeting the following requirements: minimum width of seven meters, and a maximum grade of 6%. This access may include all or part of the new roadway from existing Route 2 to the abutment locations. The Contractor shall be responsible for maintenance of the access route including repair of damage caused by the Contractor's operations. The Department will provide for this access by November 15, 2009. Should the Department fail to provide this access by November 15, 2009, it will be considered a Compensable Delay and the Contractor will be entitled to an adjustment in accordance with Section 109.5 - Adjustments for Delay.

The Contractor is also notified that work performed by other Contractors will be performed within the project limits. This other work will consist of new highway construction including drainage, base, riprap, paving and other incidental work.

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
TIME
(Supplemental Liquidated Damages for Fabrication Time)

107.8.1 Fabrication Time.

The Department has budgeted for the following amounts of continuous full time fabrication/shop inspection for certain Work components:

Element	Time	Supplemental LD
1) Structural Steel	42 calendar days	$500 per calendar day
2) Pre cast Deck Panels	28 calendar days	$500 per calendar day

The Contractor is responsible for requiring their fabricators and suppliers to produce these products for the Work continuously until finished, including any needed actions to correct unacceptable workmanship or materials. If the Department determines that shop inspection beyond these times is required, then the corresponding Supplemental Liquidated Damages will be deducted as they occur from the amounts otherwise due the Contractor. The Contractor will be notified by the Department when these times begin and when the allotted time will expire.

If a fabricator or supplier works more than one shift per day and the Department determines that inspection is required for each shift, each shift will count as a calendar day and the LD rate will be the noted amount per shift per calendar day in lieu of per calendar day.

Inspection is required for the following activities:

For metal fabrication work – welding, including tack welding, heat correcting, non-destructive examination, assembly verification.

SPECIAL PROVISION
SECTION 107
TIME
(Scheduling of Work – Projected Payment Schedule)

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

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

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete Abut. & Ret.Walls	$400	A
A	502.239	Structural Concrete Concrete Piers	$400	A
S	502.249	Struct Conc. pier (UW)		C
A	502.26	Struct Conc RD&SW Slab on Steel Str.	$400	A
A	502.31	Structural Concrete Approach Slab		C
LP	502.49	Structural Concrete Curbs and Sidewalks	$425	C
LP	526.34	Perm. Concrete Transition Barrier		C

P values listed above reflect the price per cubic yard (M^3) 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 520

EXPANSION DEVICES -- NON MODULAR

(Asphaltic Plug Joint)

520.01 Description

This work consists of furnishing and installing asphaltic plug joint systems at the locations shown on the Plans, in accordance with these Specifications or as directed by the Engineer.

This work shall also include having the approved manufacturer provide a qualified technical representative(s) to supervise the installation of the joint systems. The representative(s) shall instruct, train and supervise the Contractor's personnel in the proper methods of installation. All costs associated with this service shall be included in the unit price of the work.

520.02 Submittals

Prior to construction, the Contractor shall submit the following to the Engineer for review and approval:

(a) Complete and detailed Shop Drawings of asphaltic plug joint system. Shop Drawing shall include information covering materials, their properties, installation procedures, storage and handling requirements, and Materials Safety Data Sheets.

(b) The resume of the manufacturer's technical representative, which shall include the representative's experience installing the asphaltic plug joint system along with the names and telephone numbers of contact persons for recent projects where technical assistance was provided.

(c) Certified test reports of the asphaltic binder, closed cell foam backer rod and the plastic compound.

(d) Certificates of Compliance for bridging plates, centering nails, and aggregate.

520.03 Materials

The asphaltic plug joints shall consist of a system including bridge joint binder material, aggregate, backer rod, bridging plate, elastomeric concrete header material and

polysulfide joint sealant conforming to the details and dimensions shown on the Plans, in accordance with these Specifications and as directed by the Engineer.

The following systems are acceptable for use as asphaltic plug joints:

Thorma-Joint	Polyjoint	Koch BJS
Linear Dynamics, Inc.	A.H. Harris	Koch Materials Company
400 Lannidex Plaza	321 Ellis Street	P.O. Box 510
Parsipanny, NJ 07054	New Britain, CT 06050	Stroud, OK 74079

Materials which are incorporated in or used in conjunction with approved asphaltic plug joint systems are as follows:

(a) Asphaltic Binder:

Binder shall meet or exceed requirements of AASHTO M301 (ASTM D3405) and consist of a hot applied, thermoplastic polymeric modified asphalt with the following properties when tested in accordance with the following ASTM methods:

PROPERTY	REQUIREMENT	TEST METHOD
Softening Point, °F	180 min.	ASTM D36
Tensile Adhesion @ 77°F, %	800 min.	ASTM D3583
Ductility @ 77°F, inch	16 min.	ASTM D113
Penetration, 0.1 mm 77°F, 150 g, 5 s 0°F, 200 g, 60 s	 90 max. 10 max.	ASTM D3407
Flow 5 hrs @ 140°F, mm	3.0 max.	ASTM D3407
Bond @ -20°F	pass 3 cycles	ASTM D3407
Resilience @ 77°F, %	60 min.	ASTM D3407
Asphalt Compatibility @ 140°F	pass	ASTM D3407
Recommended Pouring Temperature, °F	380 to 390	
Safe Heating Temperature, °F	410	

(b) Backer Rod:

Backer rod shall be a cylindrical closed cell expanded polyethylene foam rod, with a diameter of 150 percent of joint opening width, capable of withstanding the temperature of the hot binder materials and having the following properties:

PROPERTY	REQUIREMENT	TEST METHOD

Density, lb/ft^3	2.0 min.	ASTM D1622
Tensile Strength, psi	25 min.	ASTM D1623
Water Absorption, % of wt.	1.0 max.	ASTM C509

(c) Bridging Plate:

Bridging plate shall be ASTM A36 steel, minimum of 1/8 inch thick and galvanized. Holes for the centering nails shall be approximately one foot center to center along the centerline of plates.

(d) Centering Nail:

Nail shall be 16d or larger and hot dip galvanized in accordance with ASTM A153.

(e) Aggregates:

Aggregate shall be crushed, double-washed and dried granite or basalt and meeting ASTM C 33 Size No. 6 gradation. This aggregate shall also be used for top dressing on the finished joints.

(f) Plastic Compound:

Plastic compound used for repairing overcuts in bituminous concrete overlays shall be a two-component liquid with a synthetic resin base. It shall have a minimum viscosity of 3,500 cps at 77°F and a maximum viscosity of 65,000 cps at 25°F. The plastic compound shall be cured by the addition of a specific hardener. Sufficient hardener shall be used to cure the plastic compound in approximately 30 minutes at 77°F. It shall have sufficient strength and resiliency to withstand stresses set up by vibration, expansion and contraction due to temperature changes. It shall also be resistant to most chemicals and solvents, including most salts, acids, and hydrocarbons.

520.04 Installations

Asphaltic plug joint system shall be installed in accordance with manufacturer's latest instructions and specifications. Manufacturer's representatives shall be present during entire installation to ensure satisfactory results are obtained.

Asphaltic plug joint system shall allow total joint movement for up to two inches. The installation shall be centered over the expansion joint gap as indicated on the Plans. It shall not be installed when ambient or substrate temperatures are below 40°F, when rain is imminent or as directed by the Engineer.

Sawcut and remove bituminous concrete overlay and waterproofing membrane to the required dimensions as shown on the Plans. If required, a leveling course shall be applied to concrete surfaces prior to placing bridging plates. Vertical surfaces of bituminous concrete overlay shall be cleaned to remove all water and cutting dust.

Backer rods shall be installed in expansion joint openings at a minimum of one inch depth as indicated on the Plans.

Binder shall be heated to a safe temperature as recommended by manufacturer. Heating kettles shall be equipped with continuous agitation system, temperature controller, calibrated thermometer and double steel jacket with an oil layer in between, to prevent scorching of the binder. During application, the temperature of binder shall be maintained at a minimum of 350°F. It shall be poured into expansion joint openings until it runs over edges.

Steel bridging plates shall be placed from curb to curb on the roadway portion of expansion joints. Plates shall be centered over joint openings. Centering nails shall be placed in pre-drilled holes and hammered in to secure plates.

Aggregate shall be heated in a rotating drum mixer to a minimum of 350°F or as recommended by the Engineer. The thermoplastic polymeric modified asphalt Binder shall be added to the mixer to precoat aggregates.

Coated aggregate shall be placed into blockouts in layers as recommended by the manufacturer. Blockouts shall be overfilled with coated aggregate as required to compensate for compaction. Equipment for compaction shall be as recommended by the manufacturer. Additional thermoplastic polymeric modified asphalt binder shall be screeded over the compacted joint to fill any surface voids.

Top dressing aggregate shall be applied per the manufacturer's recommendation.

Plastic compound shall be used for repairing overcuts in bituminous concrete. Cleaning, mixing and application shall be in conformance to the manufacturer's instructions.

Vehicular traffic may pass over finished joints two-hours after compaction or as recommended by the manufacturer.

520.05 Method of Measurement

Asphaltic Plug Joint system will be measured by the linear foot along the top surface of installed joints to the limits shown on the Plan. Preparation of surfaces for the proposed joint system including cutting, grinding and cleaning, will not be measured separately for payment, but shall be incidental to the Asphaltic Plug Joint.

520.06 Basis of Payment

Asphaltic Plug Joint system will be paid for at the Contract unit price per linear foot which price shall be full compensation for all labor, materials, equipment and incidentals required for furnishing and installing the Asphaltic Plug Joint system as shown on the Plans, in accordance with these Specifications or as directed by the Engineer.

Payment will be made under:

Pay Item		Pay Unit
520.232	Expansion Device - Asphaltic Plug Joint	Linear Foot

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.)

The Wild River is classified as Class AA as defined by MDEP. As such, this project is considered Sensitive; strict adherence to the MaineDOT BMP Manual is required.

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, access roads, 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 September 15 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

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

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.

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. The location of the concrete truck/tool clean-out pit shall be included in the plan.
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 "20 (217)".

639.09 Telephone Paragraph 1 is amended as follows:
The contractor shall provide **two** telephone lines and two telephones,….

Add-

In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor's option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor.

SECTION 652
MAINTENANCE OF TRAFFIC

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

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

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

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing

double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:
"652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO's National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations' Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

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

<u>652.3.5 Installation of Traffic Control Devices</u> 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…"

<u>652.4 Flaggers</u> 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."

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

RECEIVED
FEB 12 2007

REPLY TO:
ATTENTION OF:

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

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

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

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

LAT-LONG COORDINATES : 44.39258681 N 70.977434587 W USGS QUAD: Bethel, ME

I. CORPS DETERMINATION:
Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine Programmatic General Permit (PGP).**

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Special Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the PGP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the PGP (page 15) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on October 11, 2010. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 11, 2011.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.** Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

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

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

III. FEDERAL ACTIONS:

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

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

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

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y / (N) (CIRCLE ONE)
IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to EFH identified under the Magnunson-Stevens Fisheries Conservation and Management Act.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office.

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

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

US Army Corps of Engineers®
New England District

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

1. This permit authorizes impacts to **only** those areas of wetlands shown on the project plans entitled STATE OF MAINE DEPT OF TRANSPORTATION U.S. ROUTE 2 BETHEL – GILEAD OXFORD COUNTY MAINE WETLAND IMPACTS. No other filling, clearing or other disturbance in wetlands shall occur. Any additional proposals that would further impact wetlands will require additional permitting.

2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permitee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.

3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

4. Culverts placed at stream and/or wetland crossings shall be imbedded 6"-12" below the natural streambed or wetland so as not to impede fish or other aquatic life passage.

5. Areas of wetland that are temporally disturbed for the installation of utility lines shall be restored to original contours and stabilized with wetland seed mix.

6. To satisfy Maine DEP requirements for compensatory mitigation, the applicant will implement the Barker Brook Stream Channel Restoration Plan described in the application document entitled "Wetland Mitigation Plan for the Maine Department of Transportation's Bethel-Gilead Highway Improvement Project (MDOT PIN 9184.00)" and dated "April 2006". That mitigation plan is subject to the following conditions.

    1. In stream work is limited to low flow periods between July 15 and October 1 to avoid impacts to Atlantic salmon and other fisheries and local water quality. In stream work during this period shall cease whenever a thunderstorm is imminent and shall not resume until flows have returned to low levels. Fish passage through the new culvert shall not be impeded.

    2. Any equipment that must traverse vegetated wetland shall be supported by mats or low ground pressure equipment. Any side casting of excavated material shall be placed on geotextile fabric to avoid direct impacts to the wetland vegetation.

    3. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. 200200202" and shall be addressed to "Inspection Unit, CENAE-CO-R, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751." Two additional copies shall be sent to "U.S. Army Corps of Engineers, Maine Project Office, 675 Western Avenue, No. 3, Manchester, Maine 04351." Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit.

US Army Corps
of Engineers®
New England District

(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

COMPLIANCE CERTIFICATION FORM

USACE Project Number: NAE-2006-1793

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

Permit Issuance Date: _____

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

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

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

_____ _____

Signature of Permittee ***Date***

_____ _____

Printed Name Date of Work Completion

( ) _____

Telephone Number

US Army Corps
of Engineers ®
New England District

WORK-START NOTIFICATION FORM

(Minimum Notice: Two weeks before work begins)

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

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

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

_____

_____

_____

Telephone Numbers:( ) _____ ( ) _____

Proposed Work Dates: **Start** _____ **Finish** _____

Permittee's Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

****

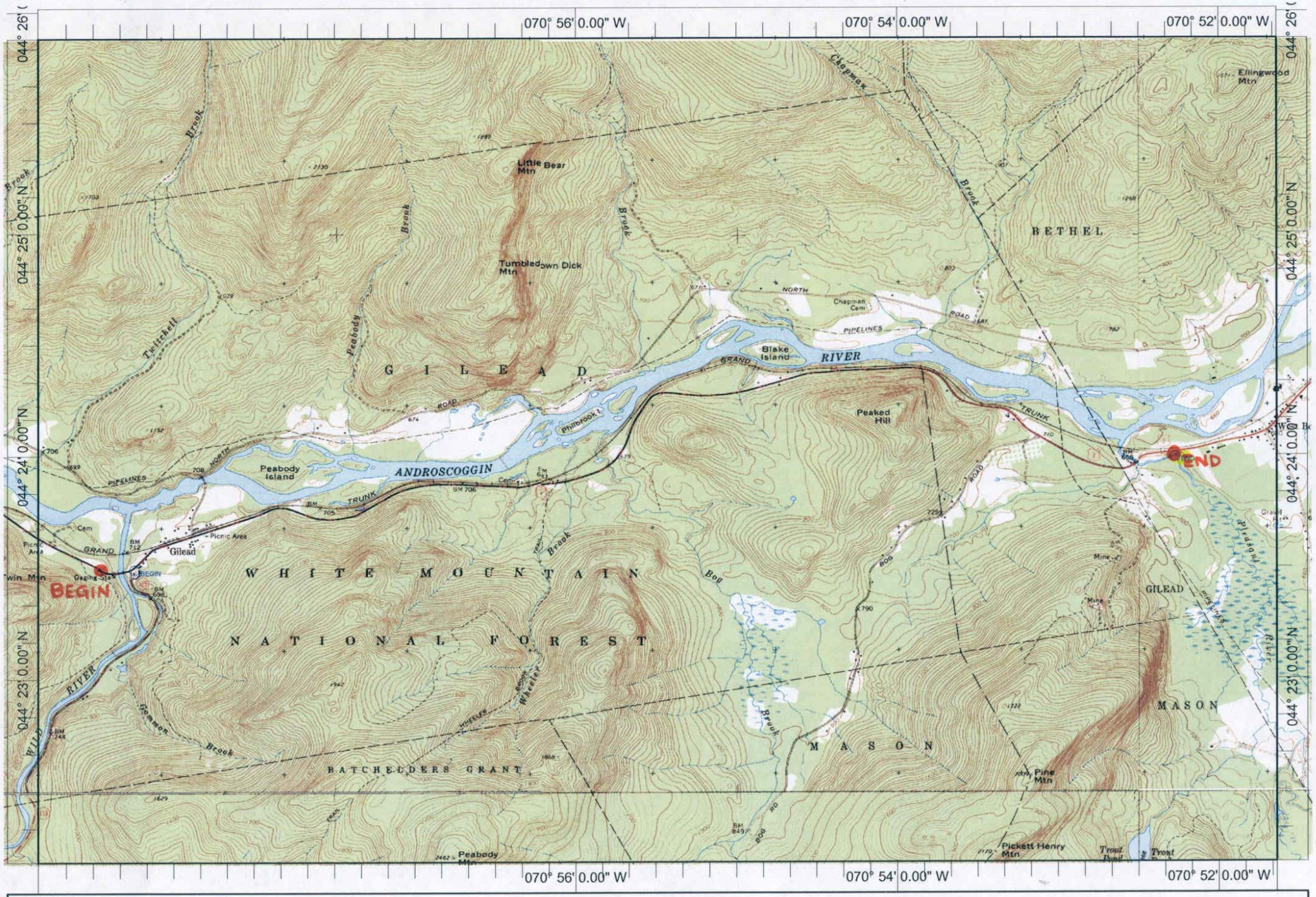
FOR USE BY THE CORPS OF ENGINEERS

PM: _____ **Submittals Required:** _____

Inspection Recommendation: _____

_____

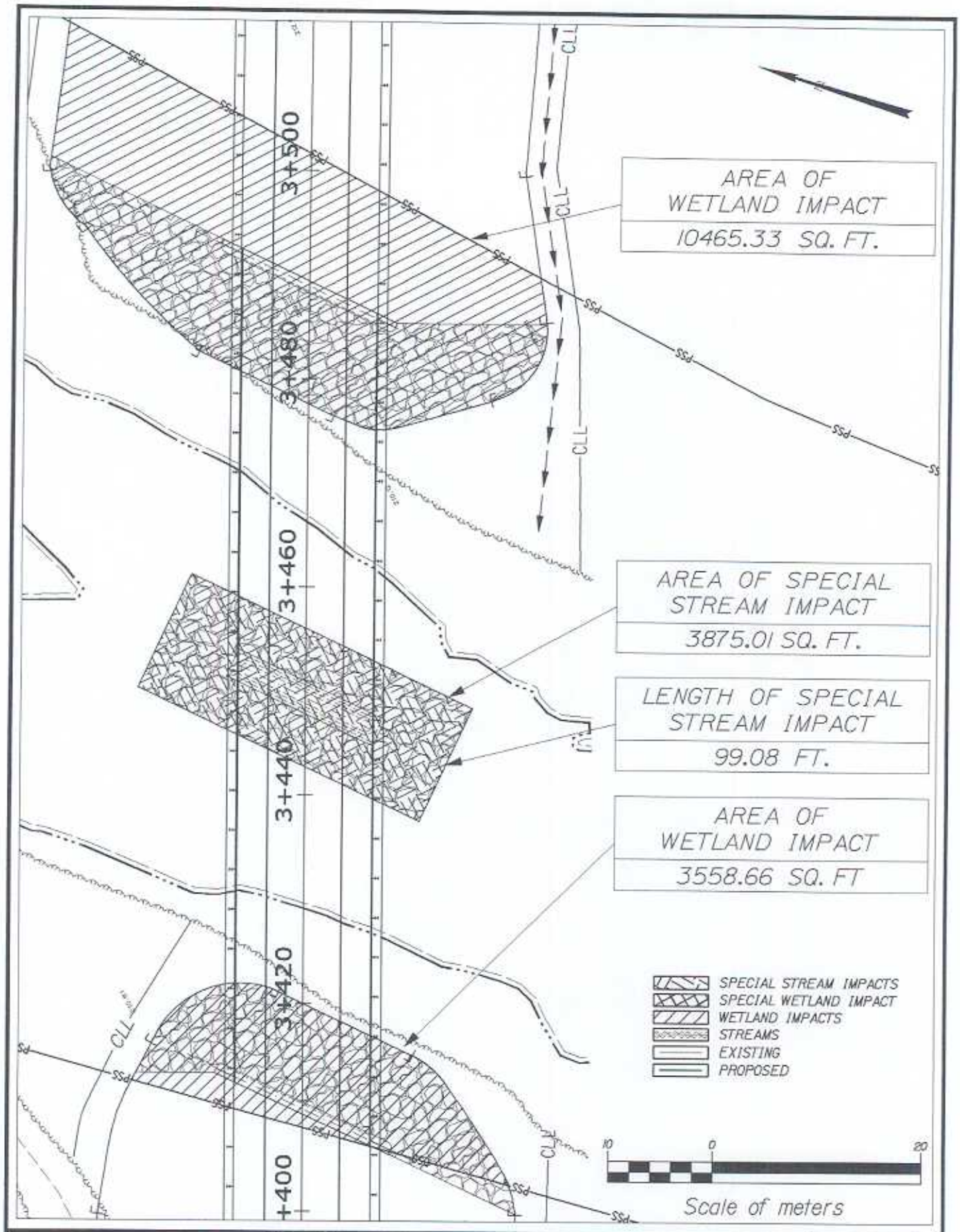
_____



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

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

Copyright (C) 1997, Maptech, Inc.



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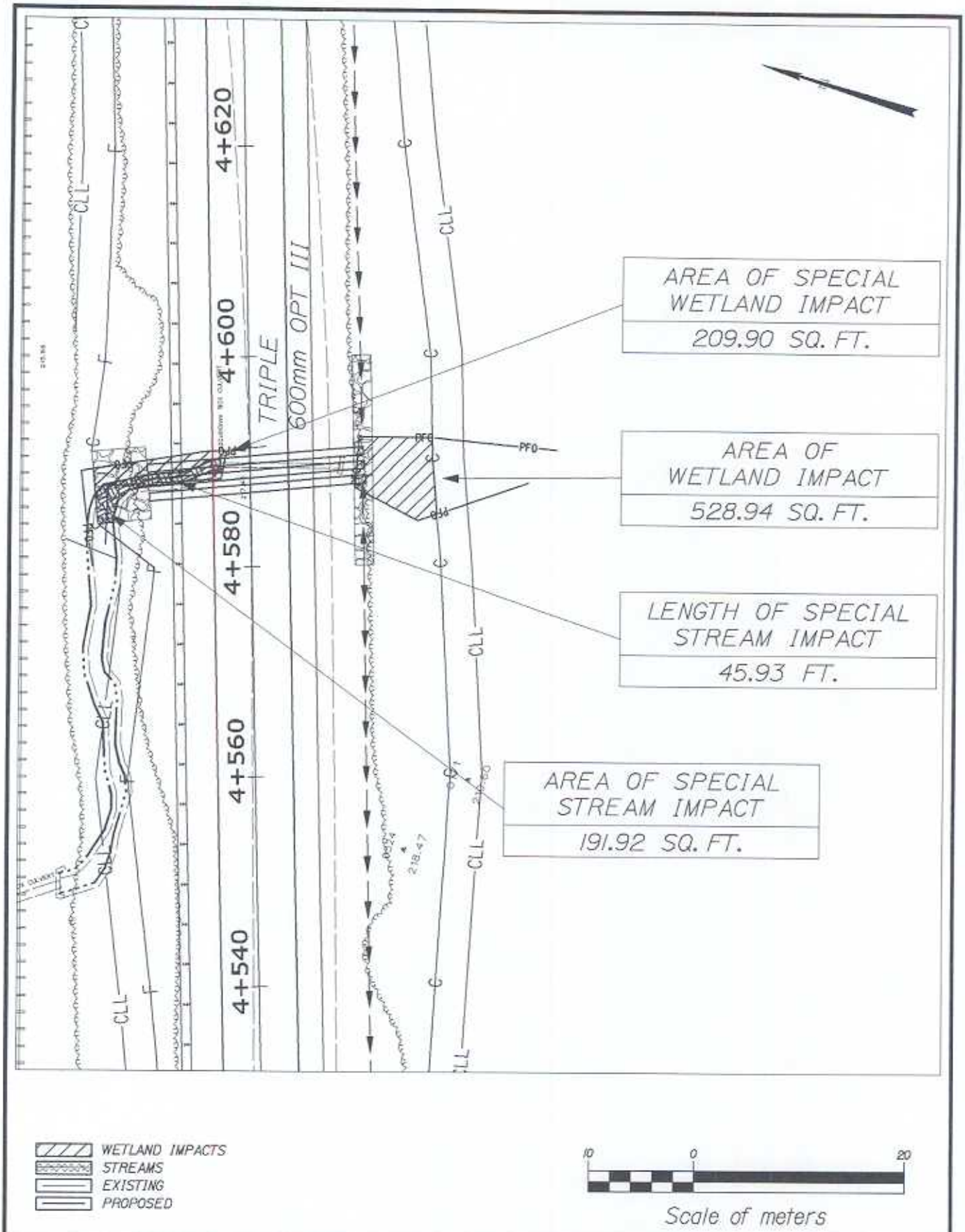
9184.00	WETLAND IMPACTS	OF 14



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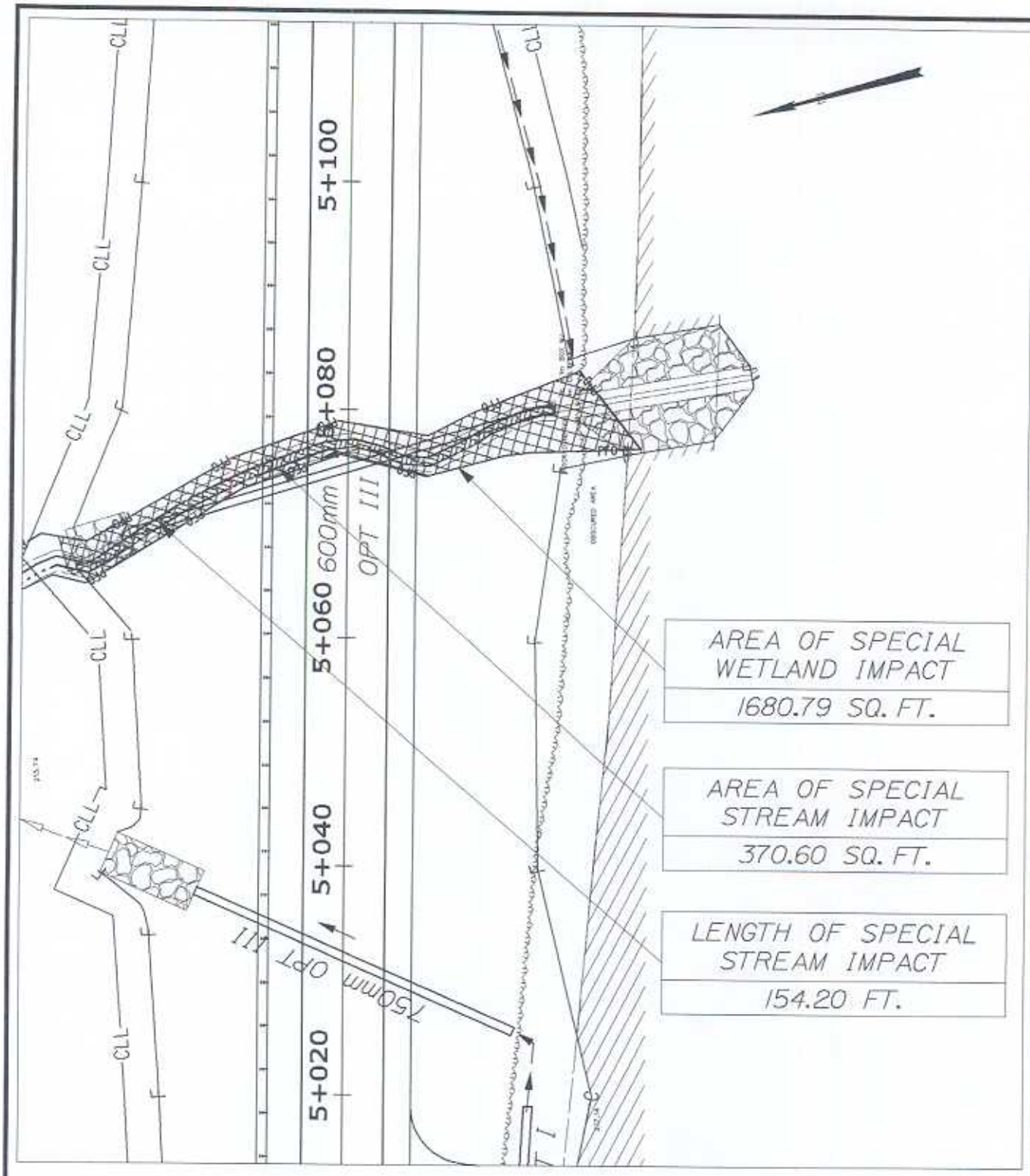

SPECIAL WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

10 0 20
Scale of meters

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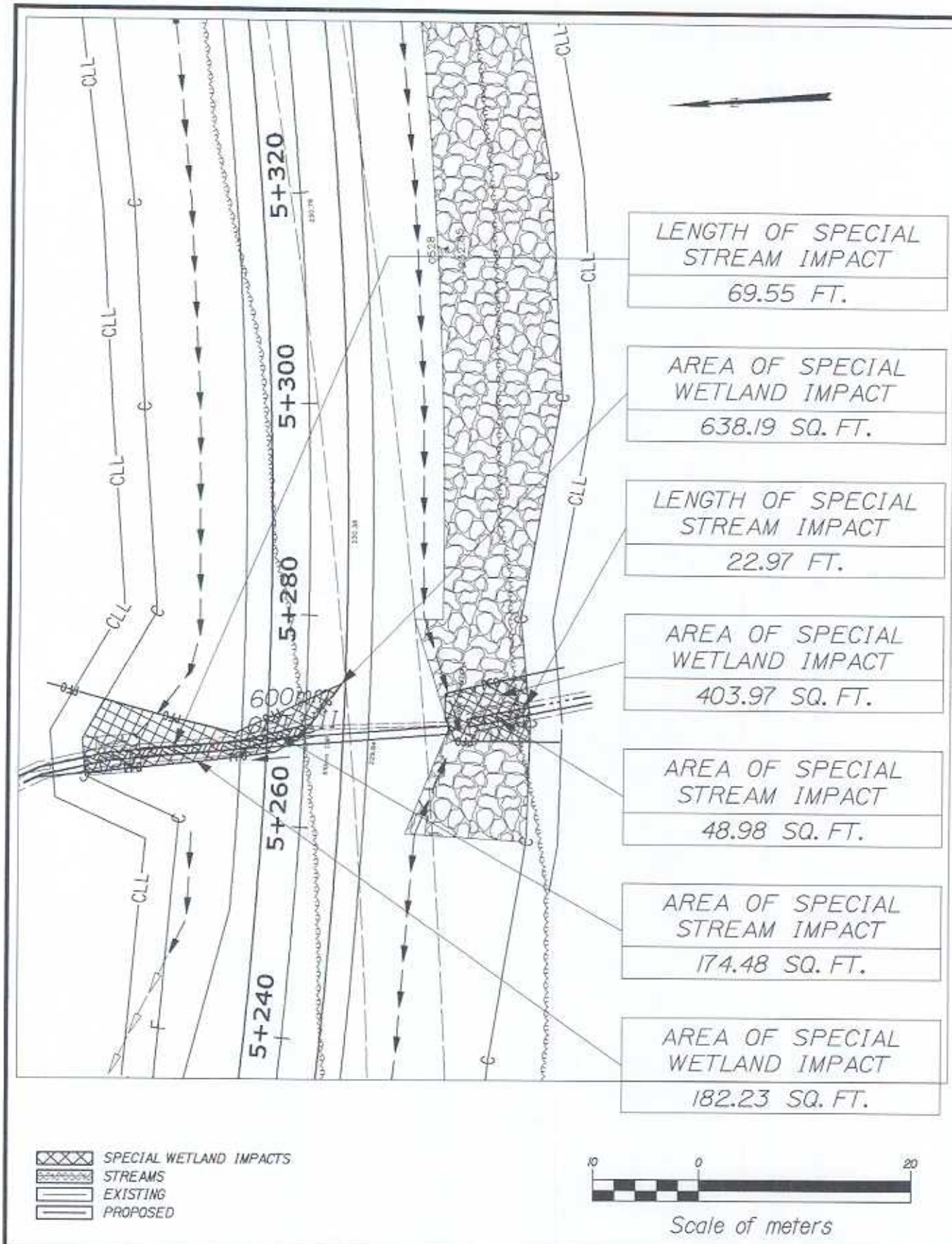
9184.00	WETLAND IMPACTS	OF 14



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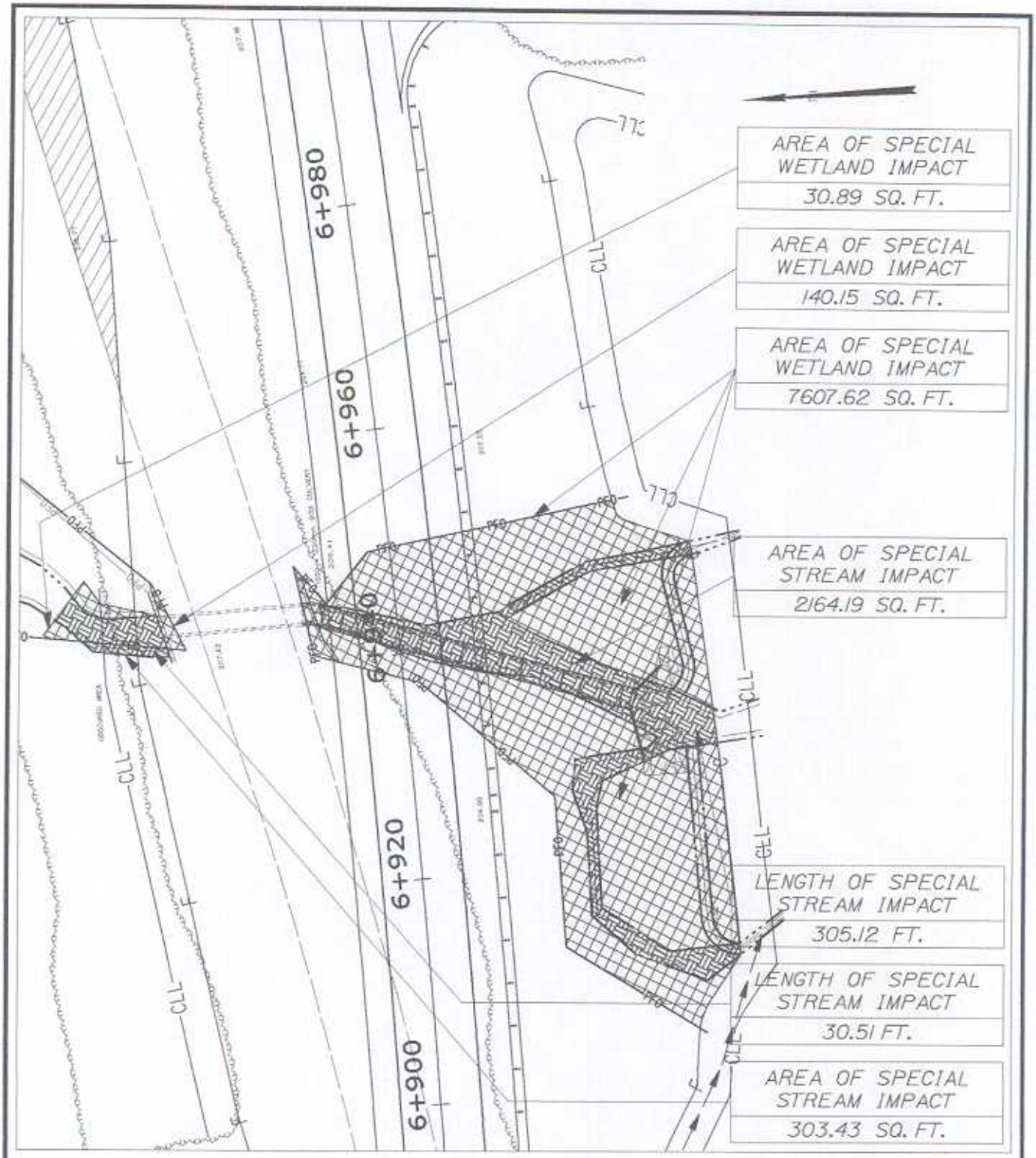
9184.00	WETLAND IMPACTS	OF 14



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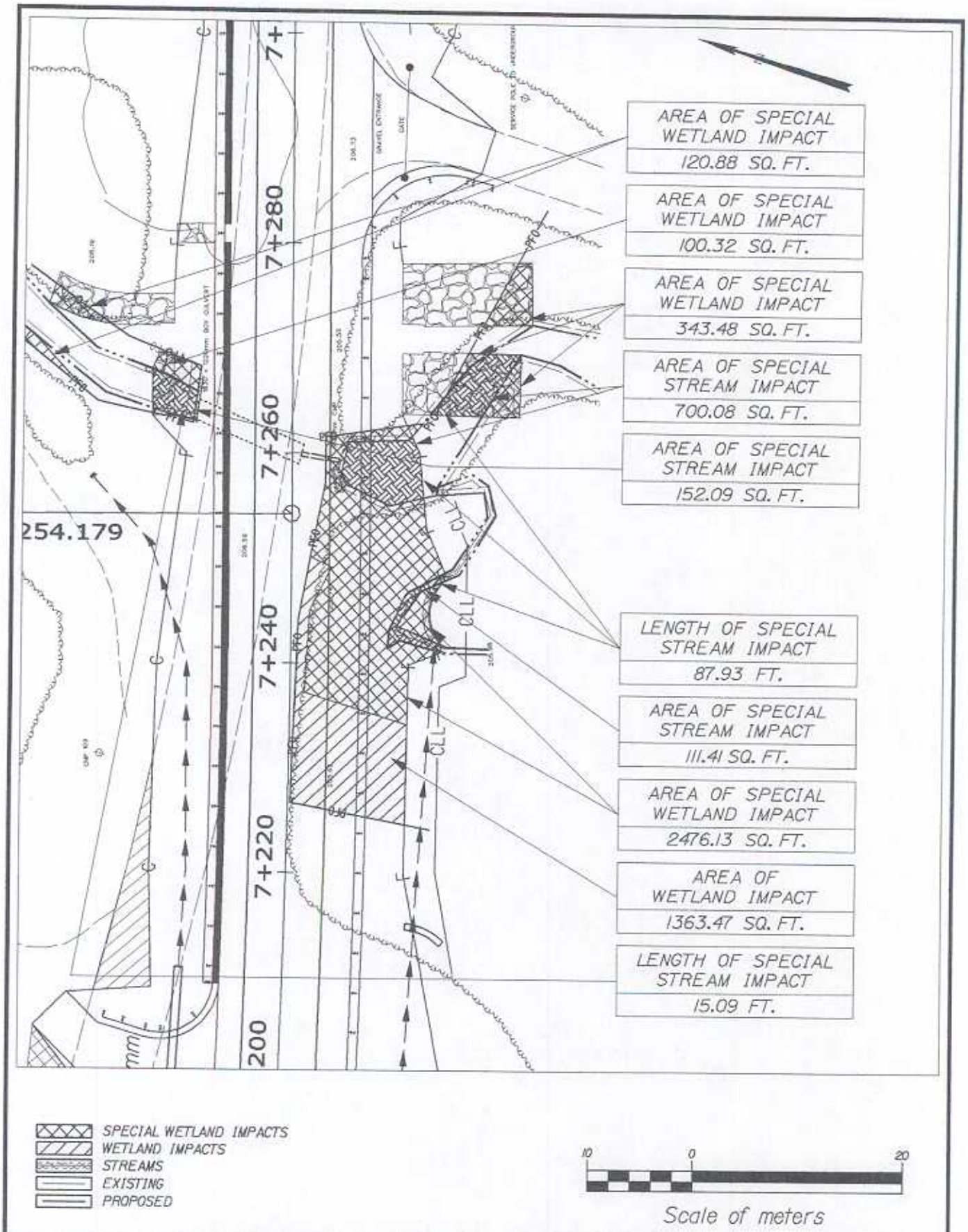
9184.00	WETLAND IMPACTS	



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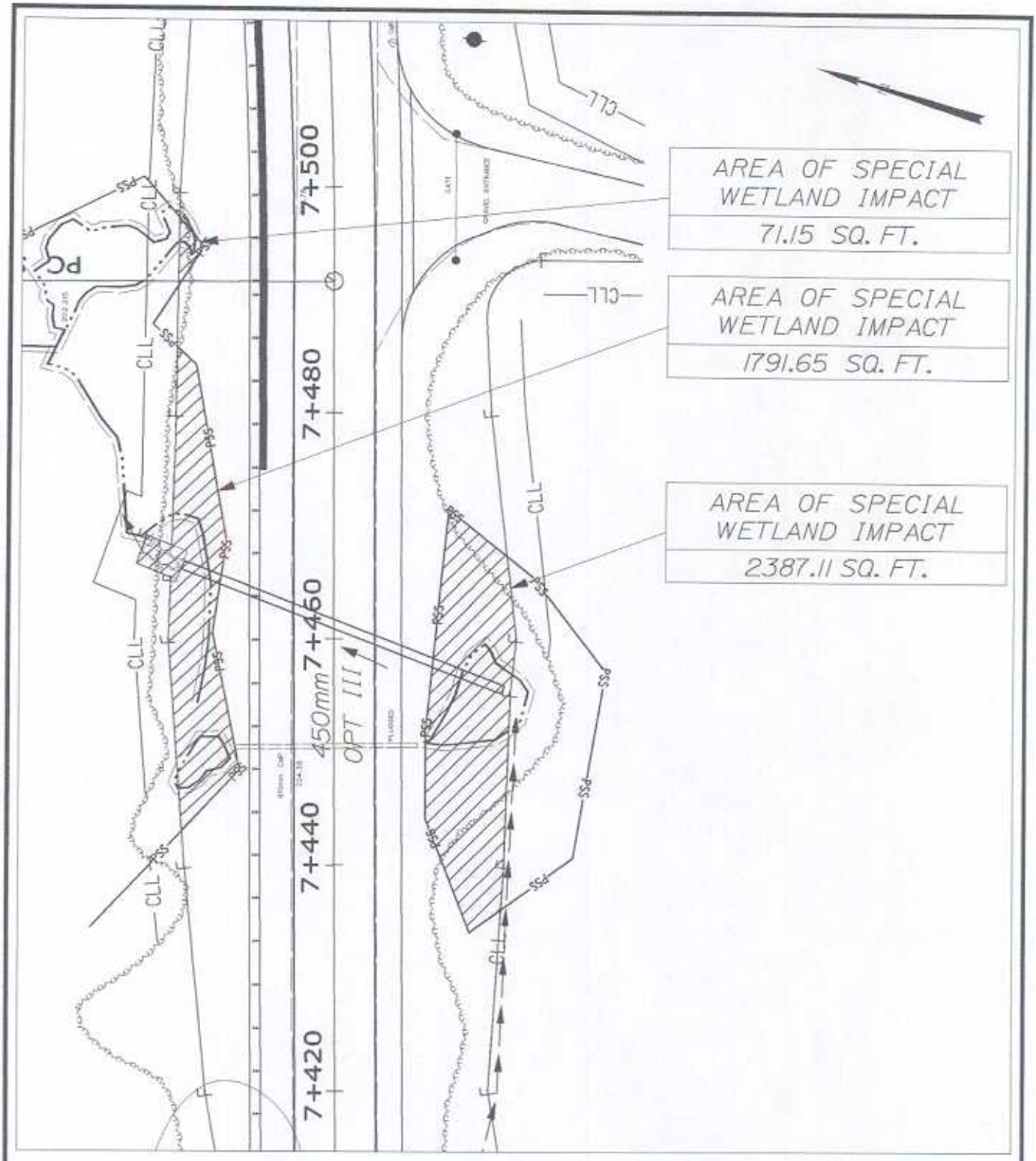
9184.00	WETLAND IMPACTS	



WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

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Scale of meters

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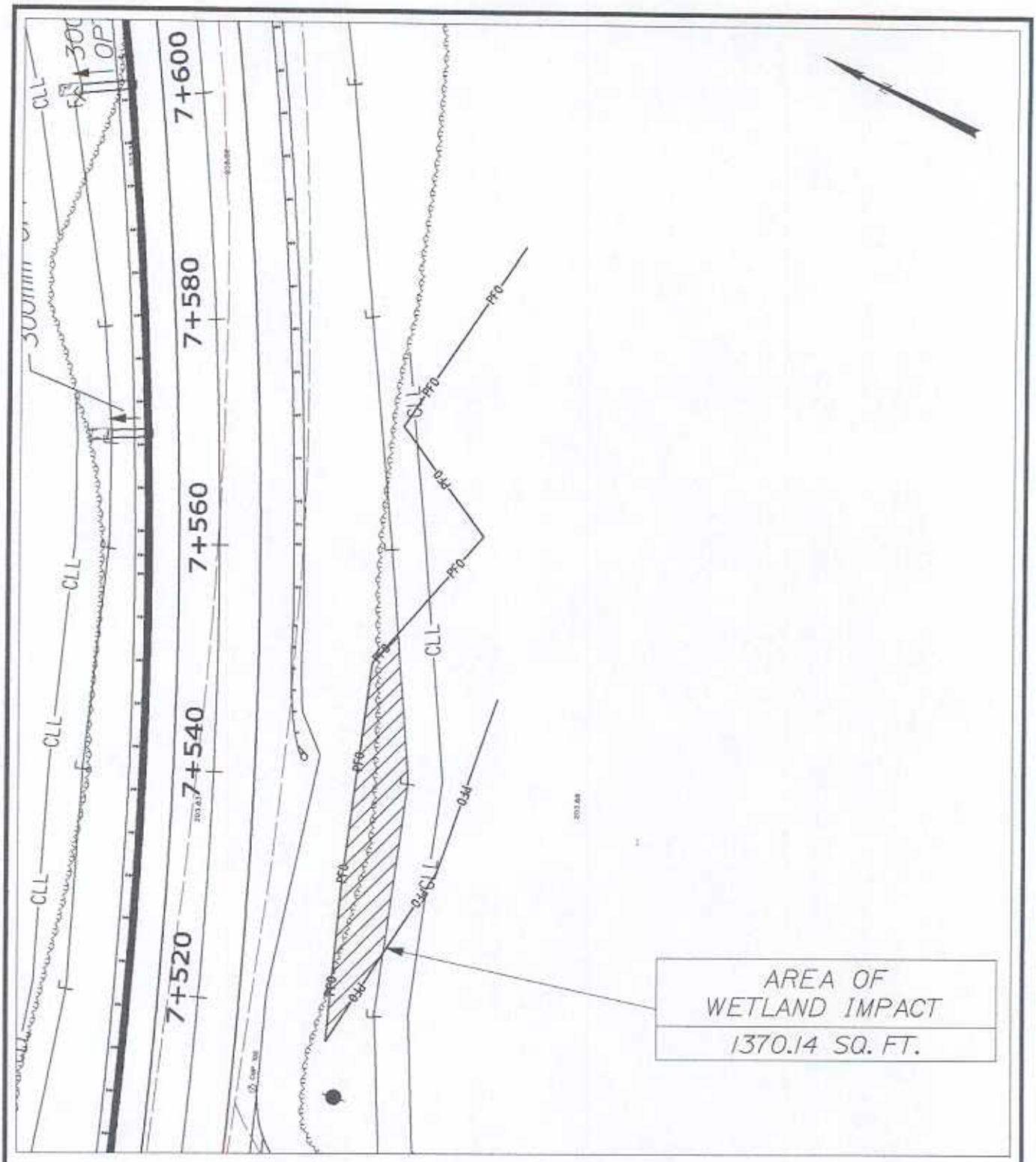
9184.00	WETLAND IMPACTS	



WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

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Scale of meters

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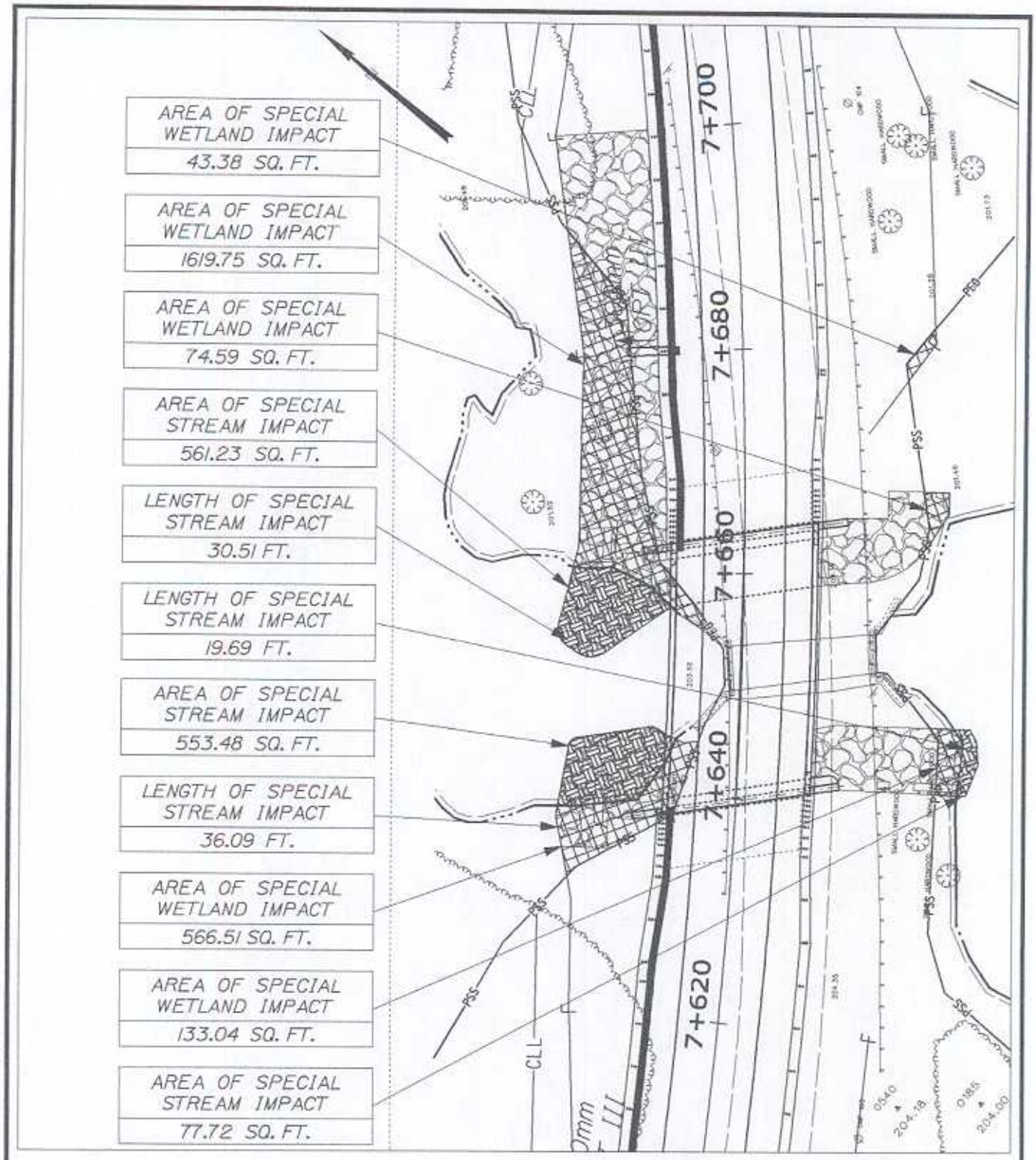
9184.00	WETLAND IMPACTS	OF 14

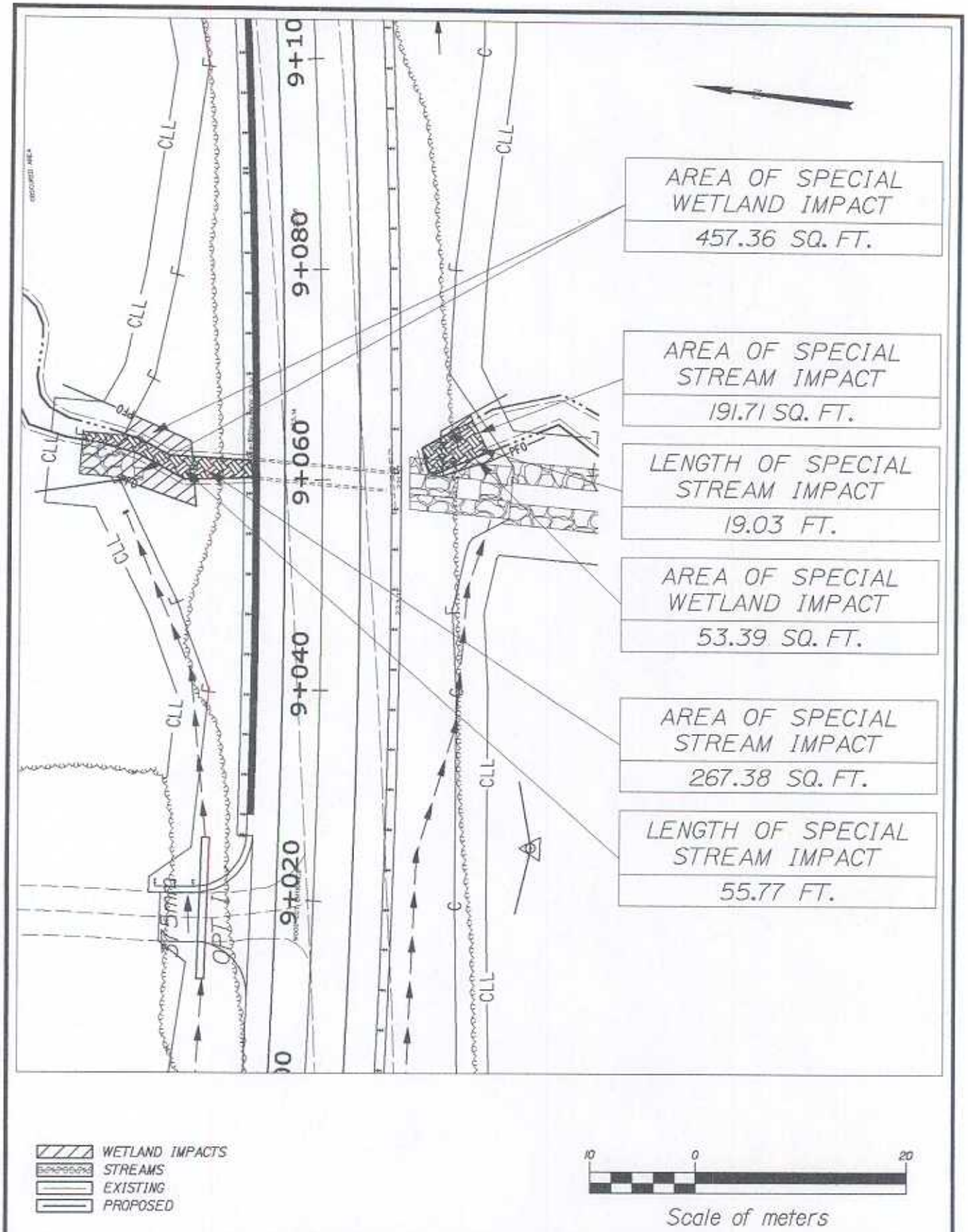


SPECIAL STREAM IMPACTS
SPECIAL WETLAND IMPACTS
WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

10 0 20

Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 9 OF 14
9184.00	WETLAND IMPACTS	



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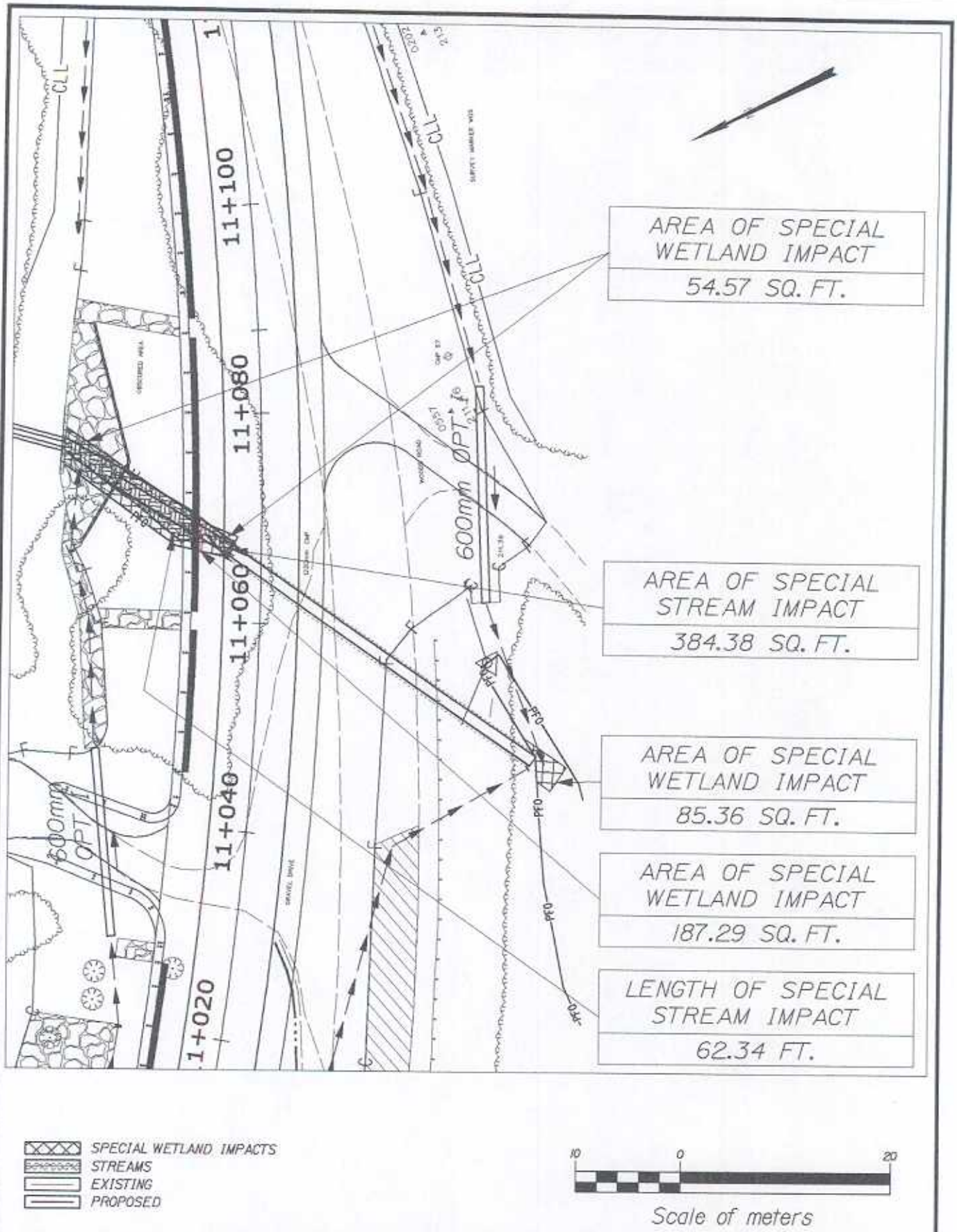
9184.00	WETLAND IMPACTS	



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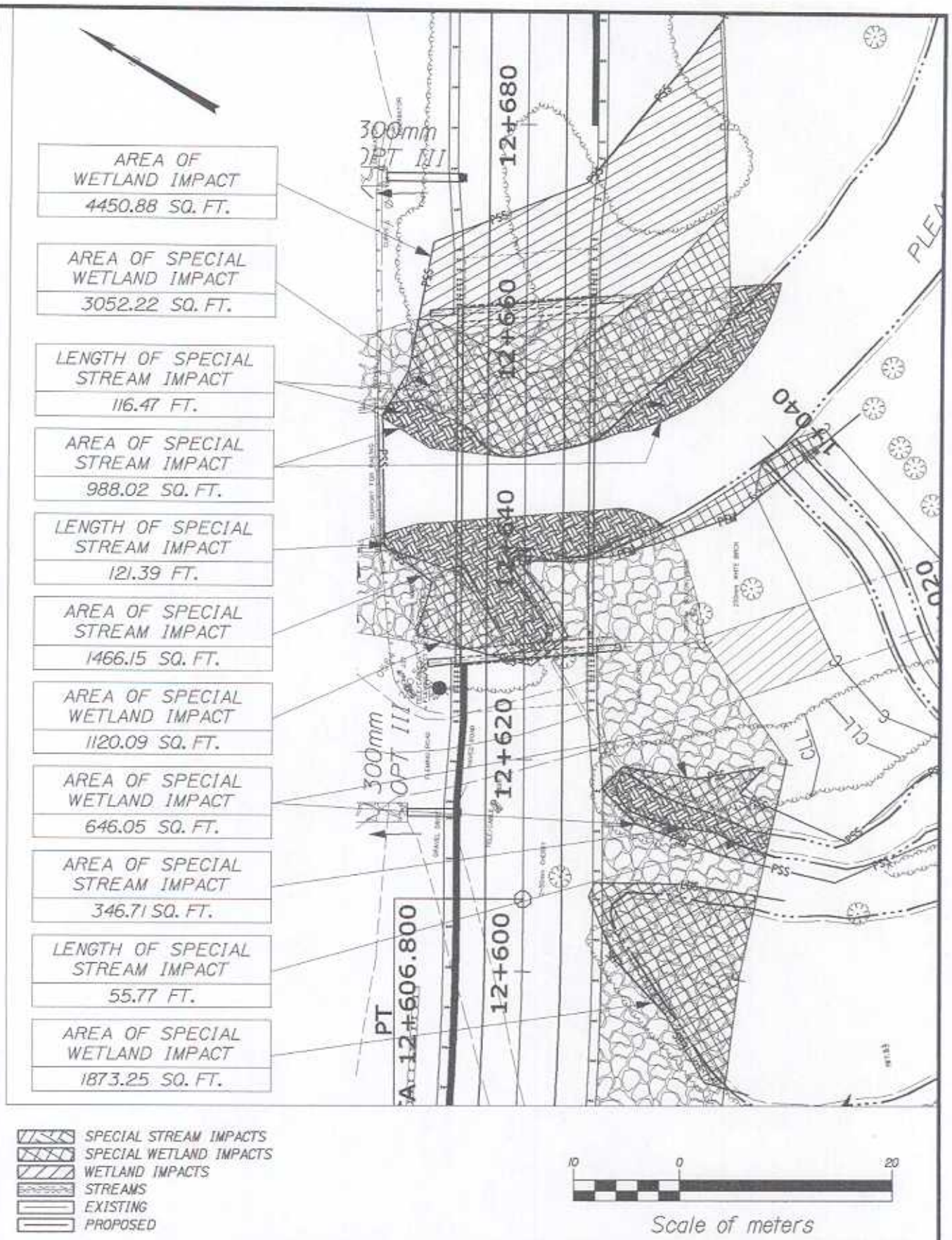
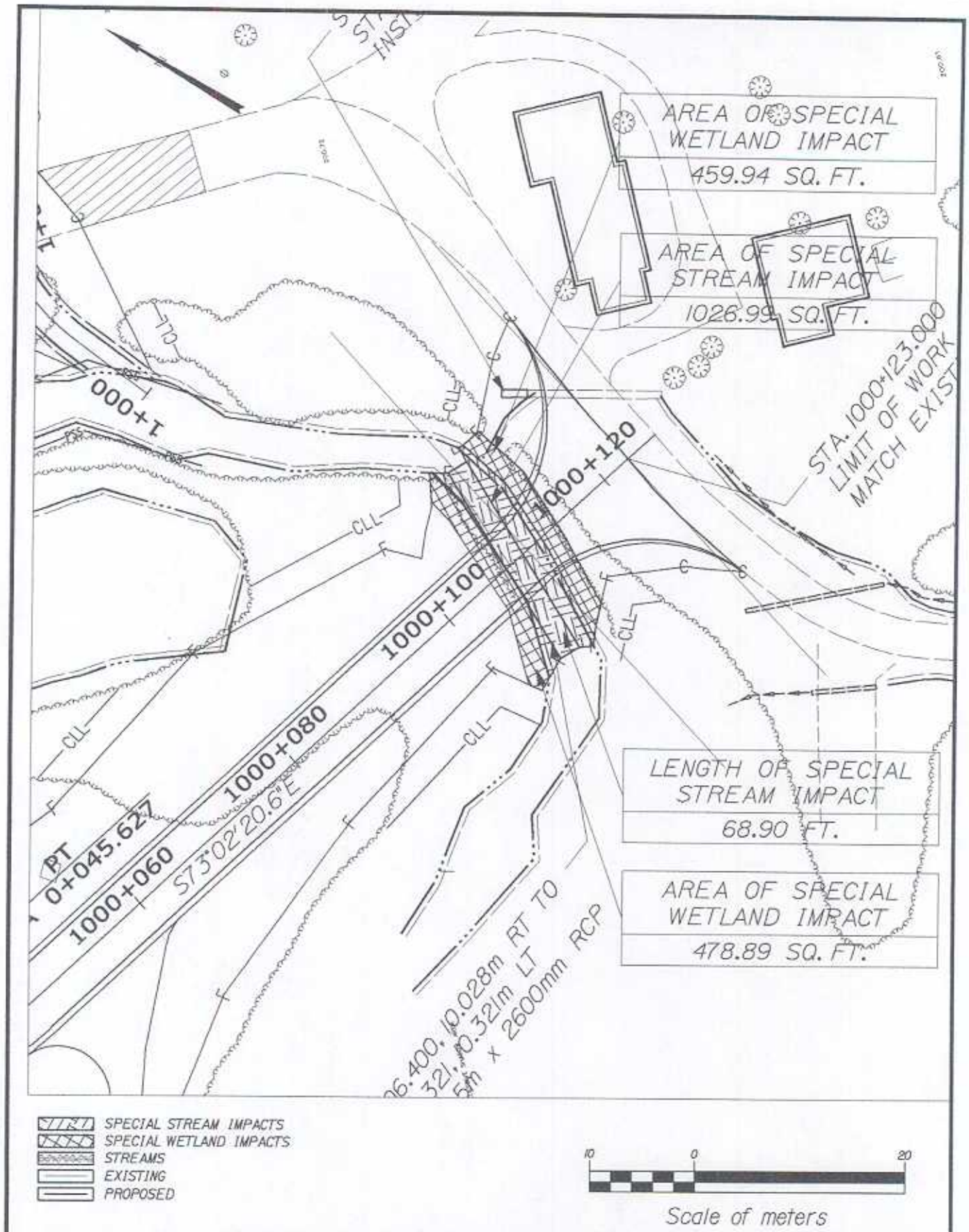
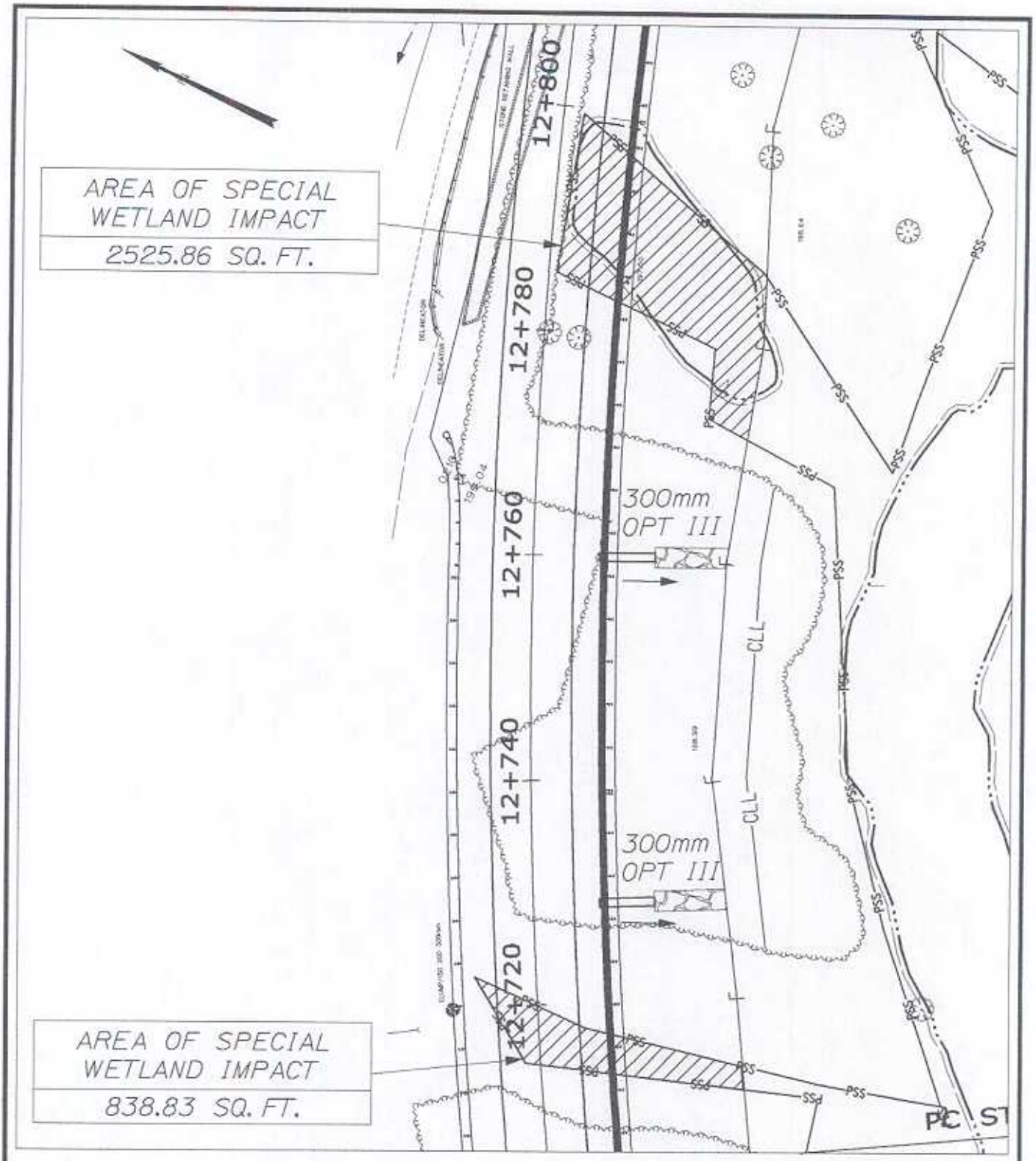
9184.00	WETLAND IMPACTS	OF 14



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



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

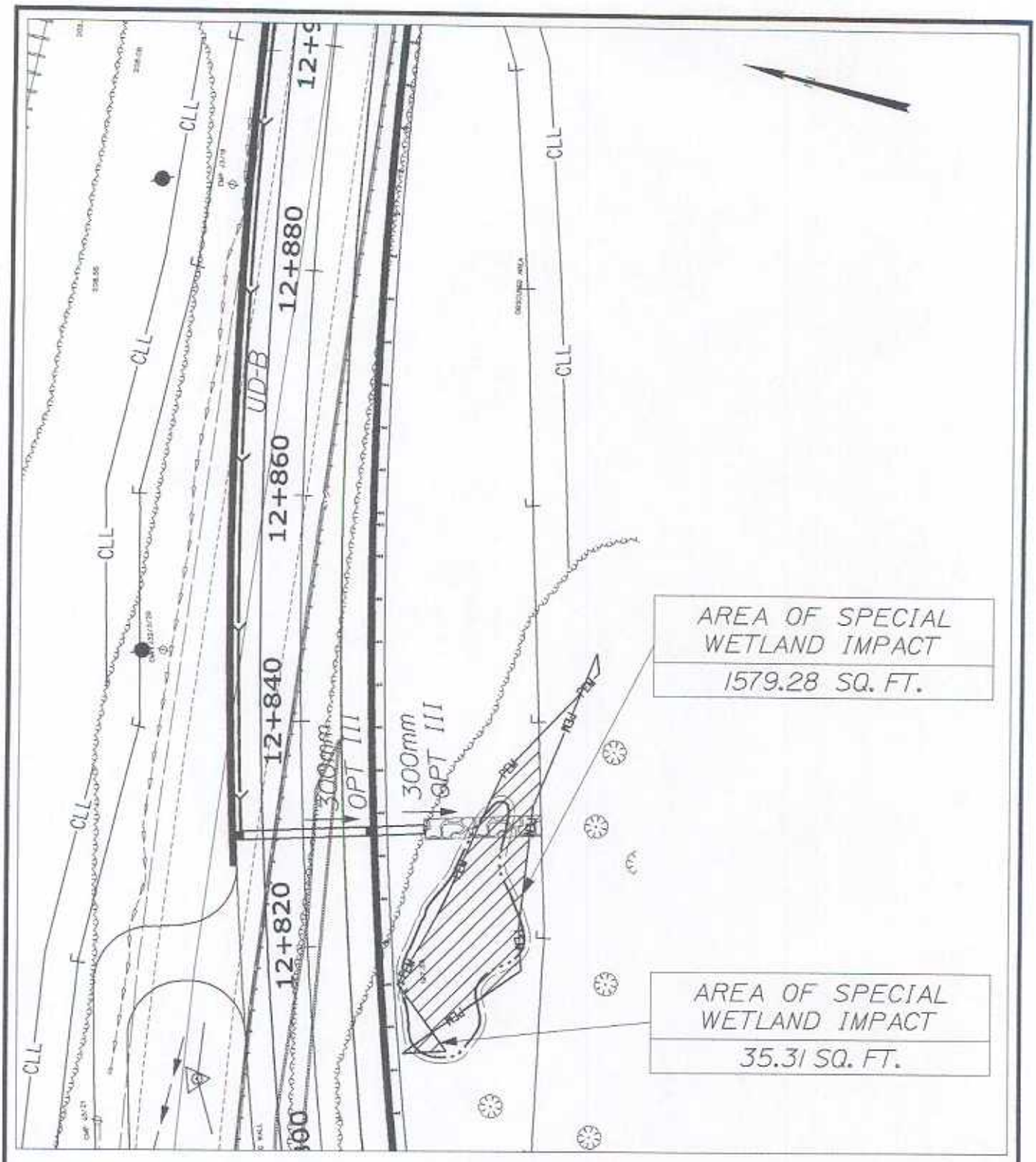


WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

10 0 20

Scale of meters

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	U.S. Route 2 BETHEL - GILEAD Oxford	SHEET NUMBER 13 OF 14
9184.00	WETLAND IMPACTS	

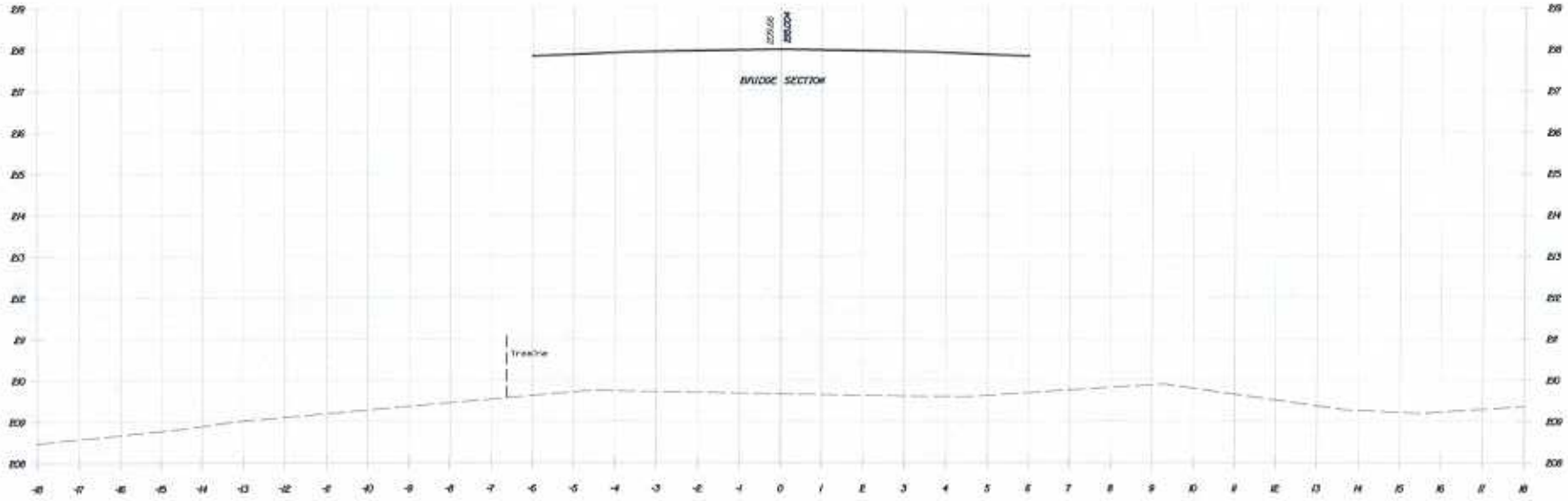


WETLAND IMPACTS
STREAMS
EXISTING
PROPOSED

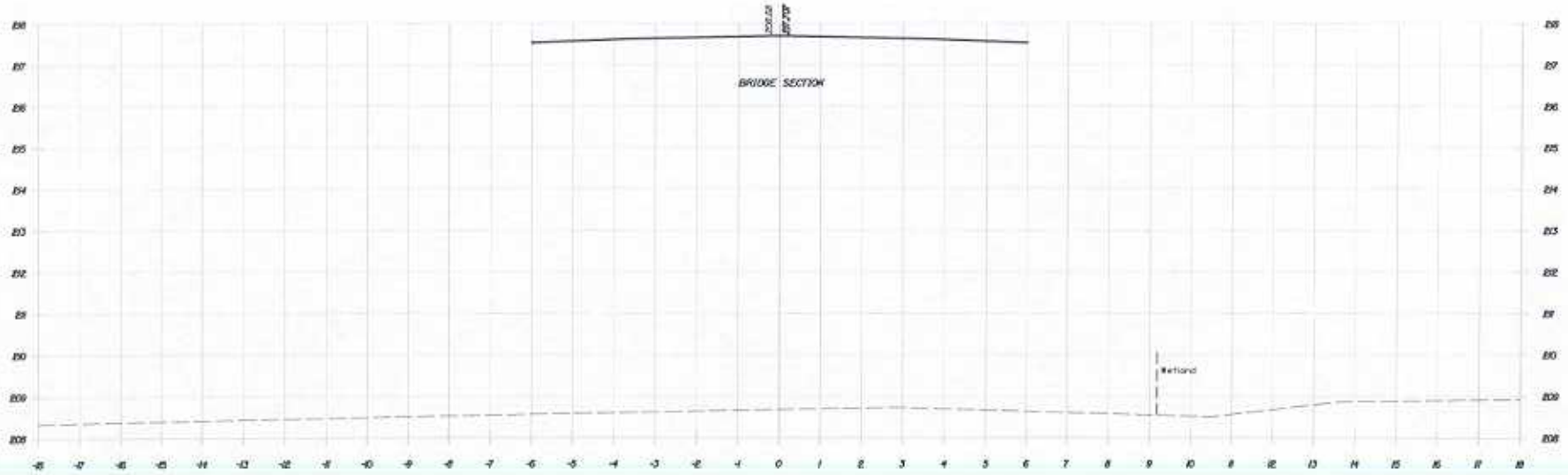
10 0 20
Scale of meters

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

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

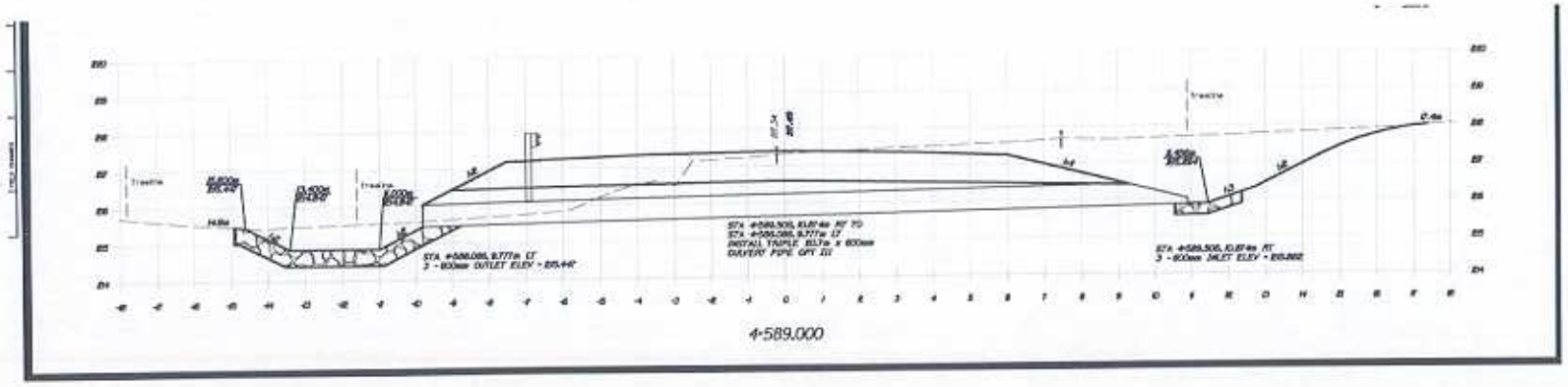


3+480.000



3+460.000

PLANS



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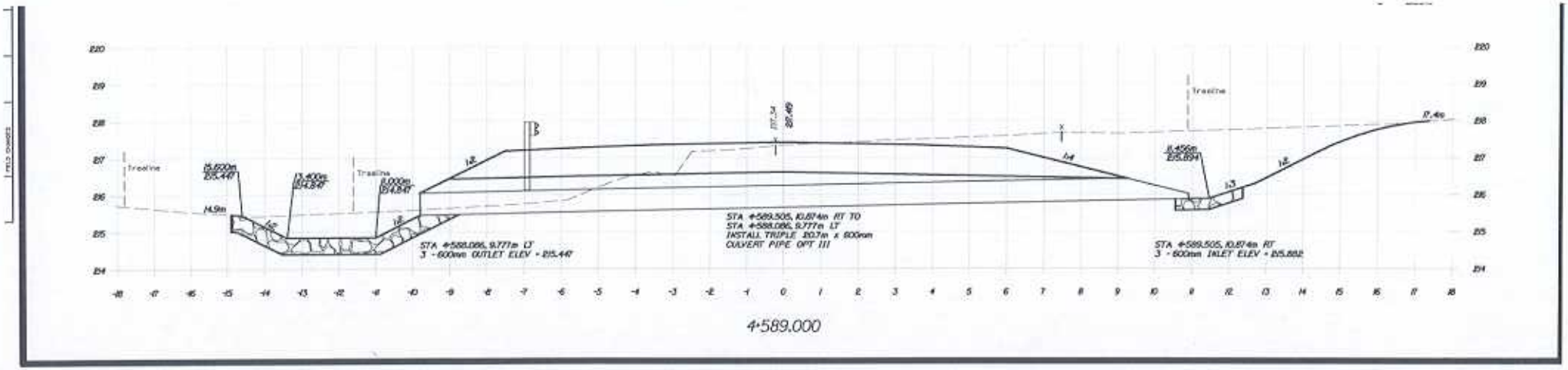
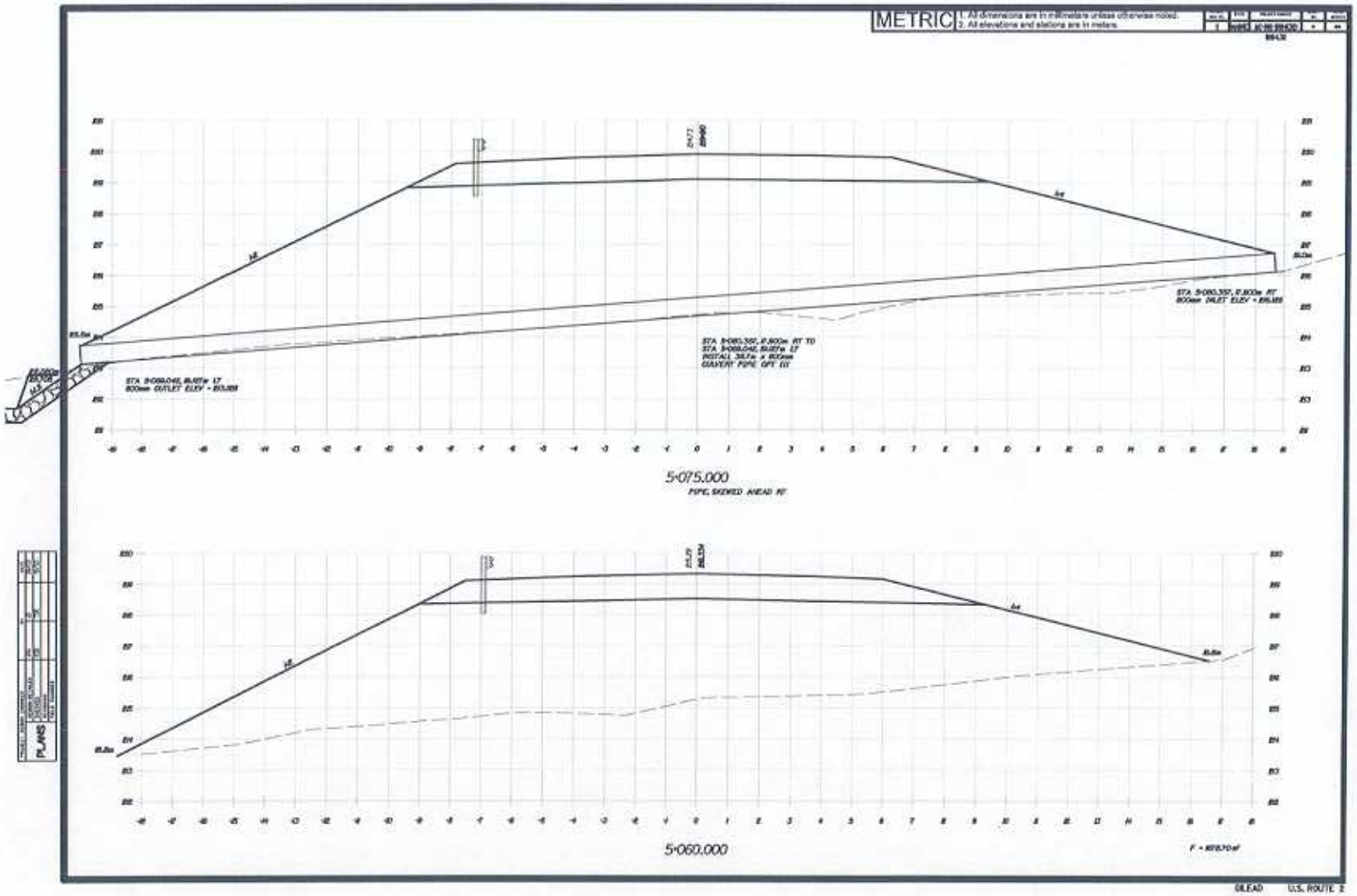

Trackline
15.620m
215.44
14.9m
13.400m
214.84
Trackline
8.000m
214.84
STA 4+588.086, 9.777m LT
3 - 600mm OUTLET ELEV = 215.44
STA 4+589.505, 10.874m RT TO
STA 4+588.086, 9.777m LT
INSTALL TRIPLE 3@3.7m x 600mm
CULVERT PIPE OPT III
Trackline
15.456m
215.894
STA 4+589.505, 10.874m RT
3 - 600mm INLET ELEV = 215.882
4+589.000

n.T.S.

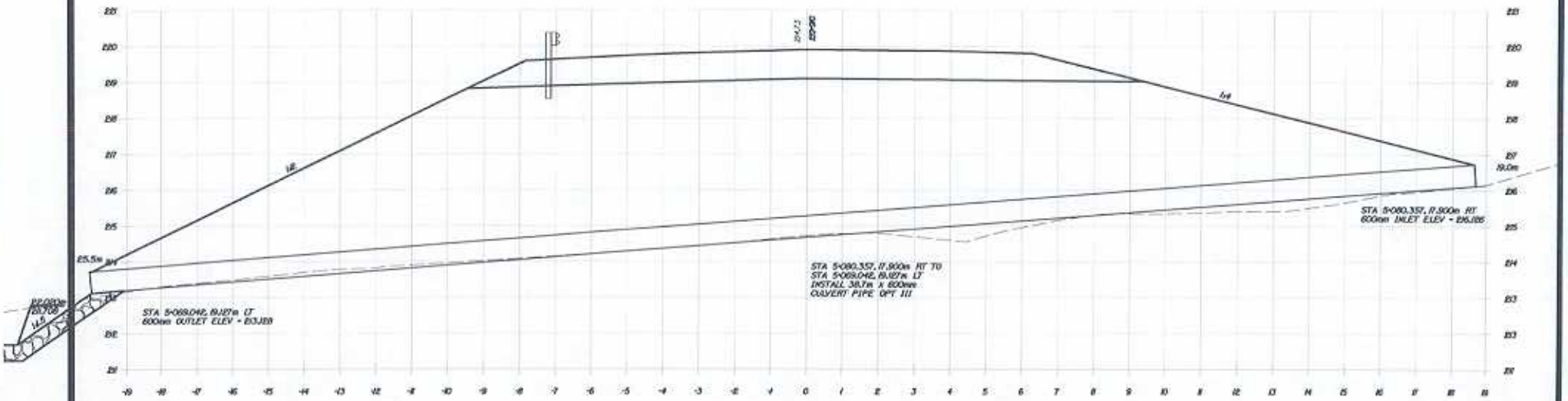

METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
5+075.000
PIPE, SKEWED AHEAD RT
5+060.000
PLANS
GILEAD
U.S. ROUTE 2

1:200

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

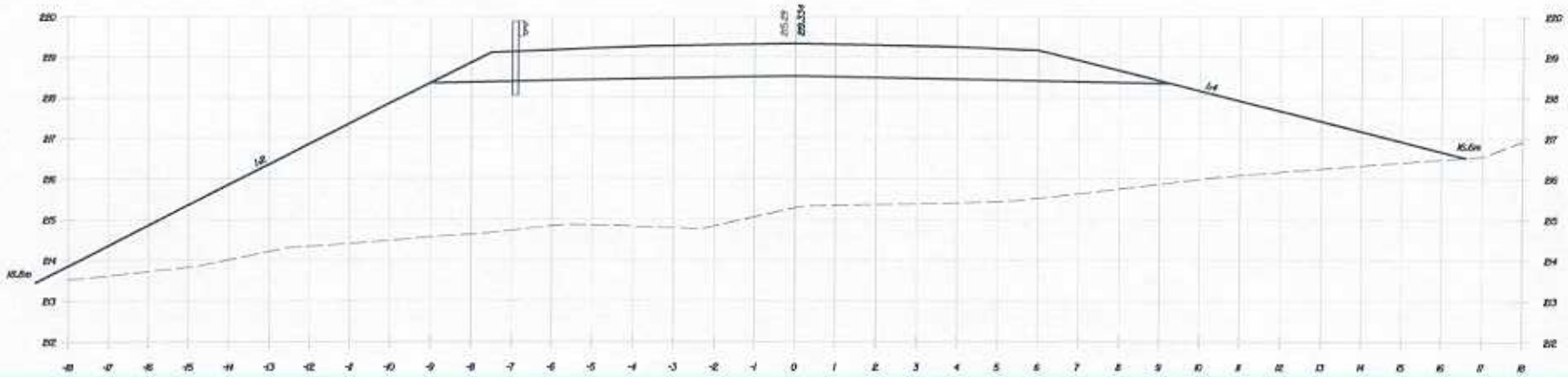
1	NAME	AC-HH-9184(32)	*	**

9184.32



5+075.000

PIPE SKEWED AHEAD RT



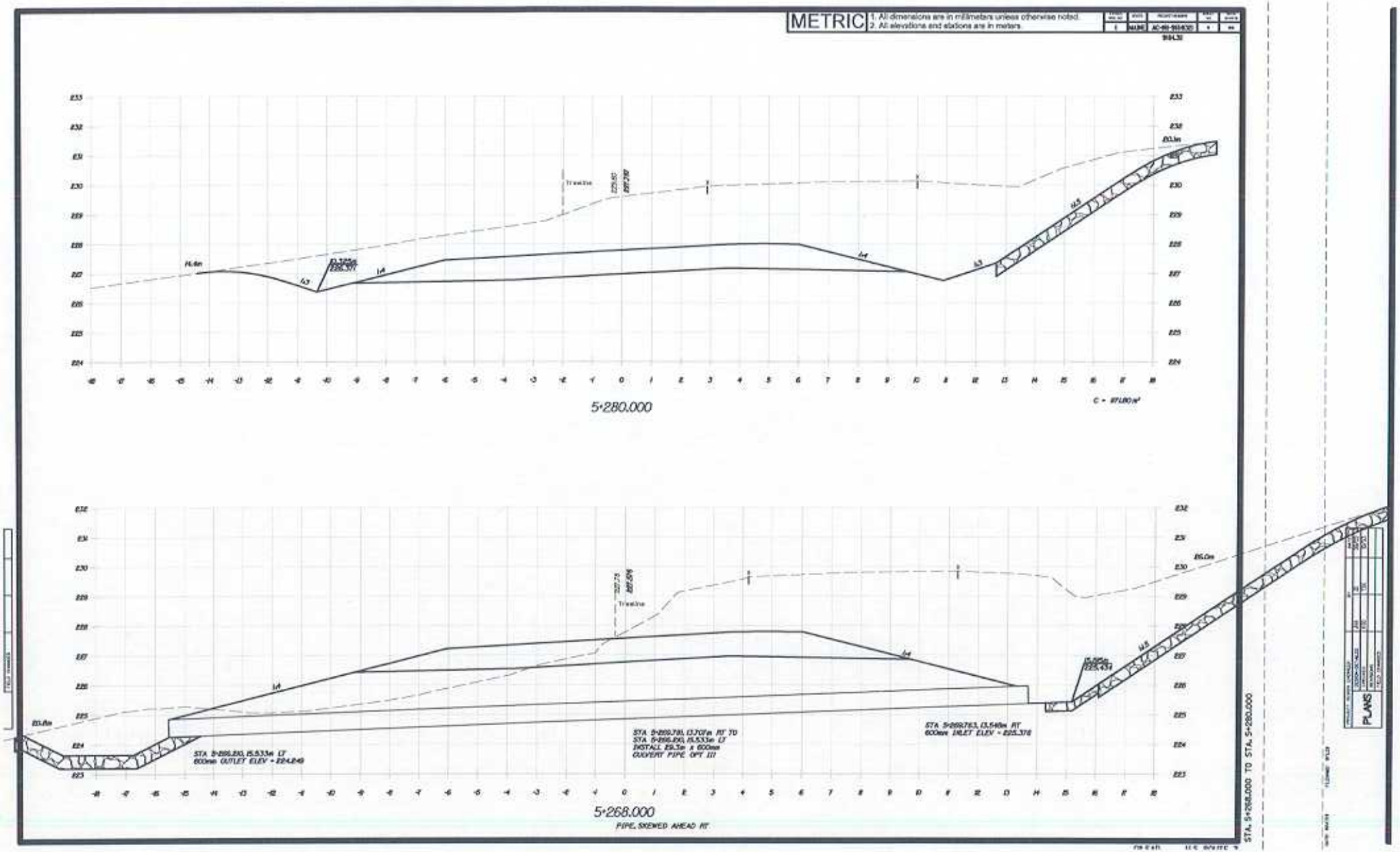
5+060.000

F = 107.870 m²

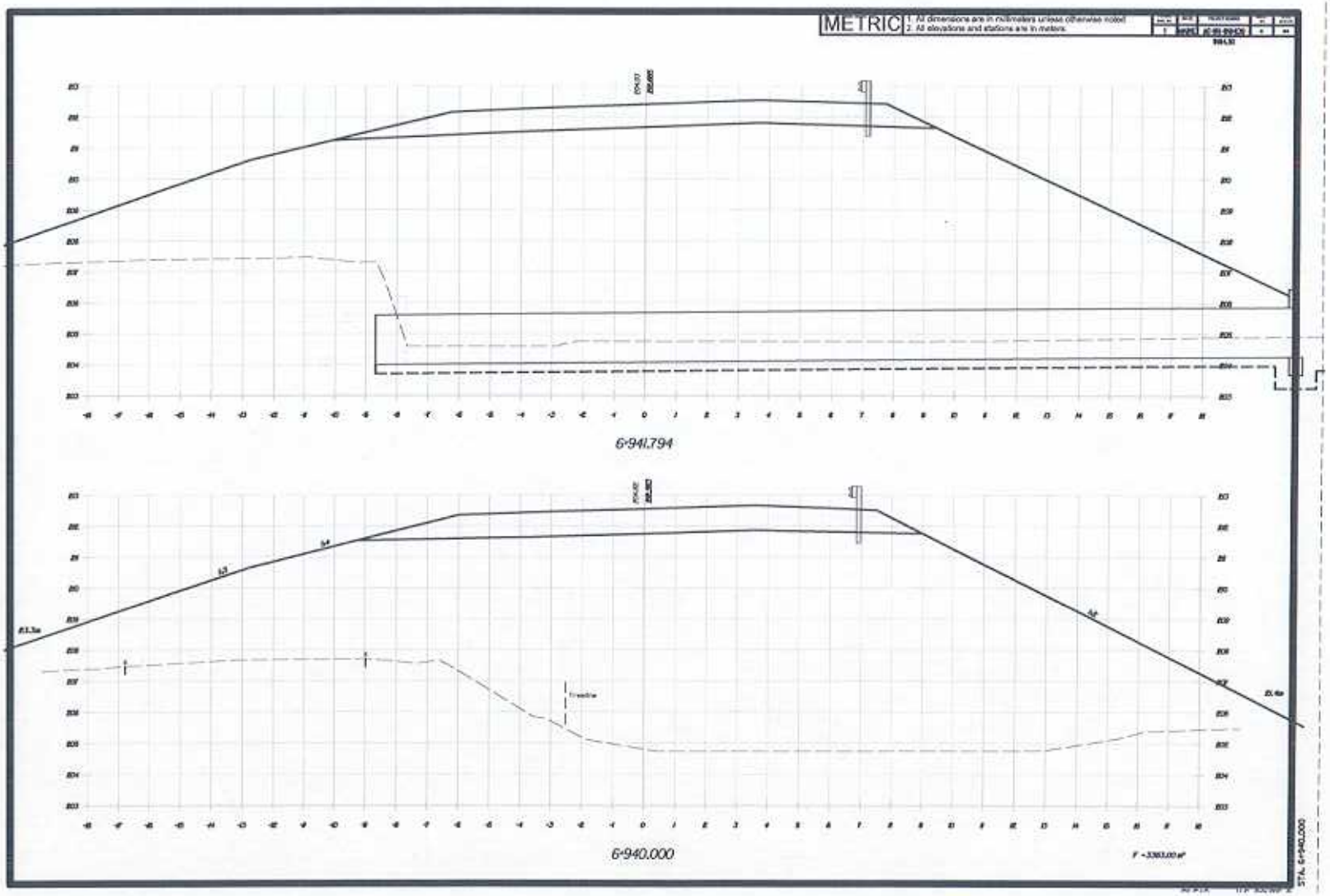
PLANS

GLEAD U.S. ROUTE 2

n.T.S.


METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
5+280.000
5+268.000
PIPE SKEWED AHEAD RT
STA 5+269.780, 13.707m RT TO
STA 5+286.690, 15.533m LT
INSTALL 89.3m x 600mm
CULVERT PIPE OFF LT
STA 5+269.763, 13.540m RT
600mm INLET ELEV = 825.318
STA 5+286.690, 15.533m LT
600mm OUTLET ELEV = 824.849
STA. 5+268.000 TO STA. 5+280.000
PLANS

1:200

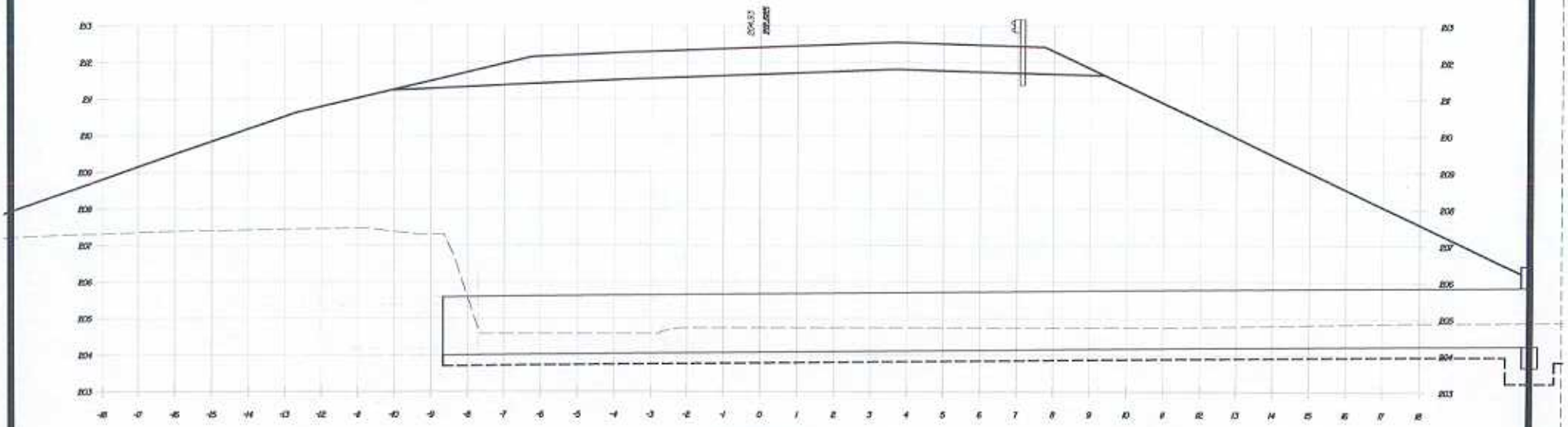

METRIC
1. All dimensions are in millimeters unless otherwise noted
2. All elevations and stations are in meters.
6+941.794
6+940.000
Treeline

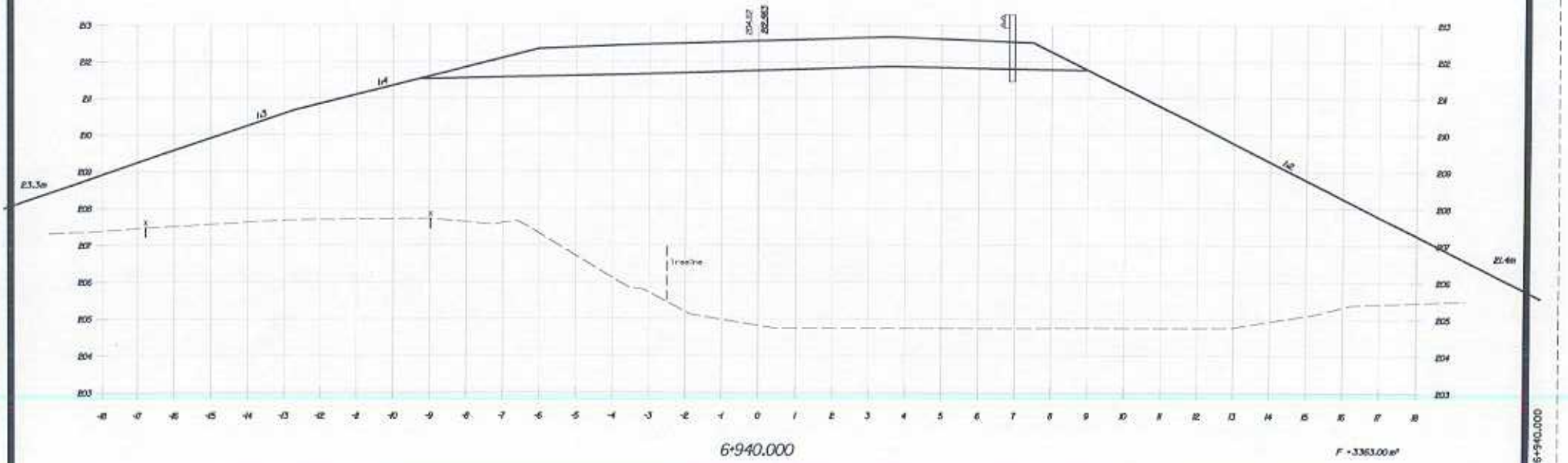
1:200

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

1	MAINE	AC-NH-918400	4	**

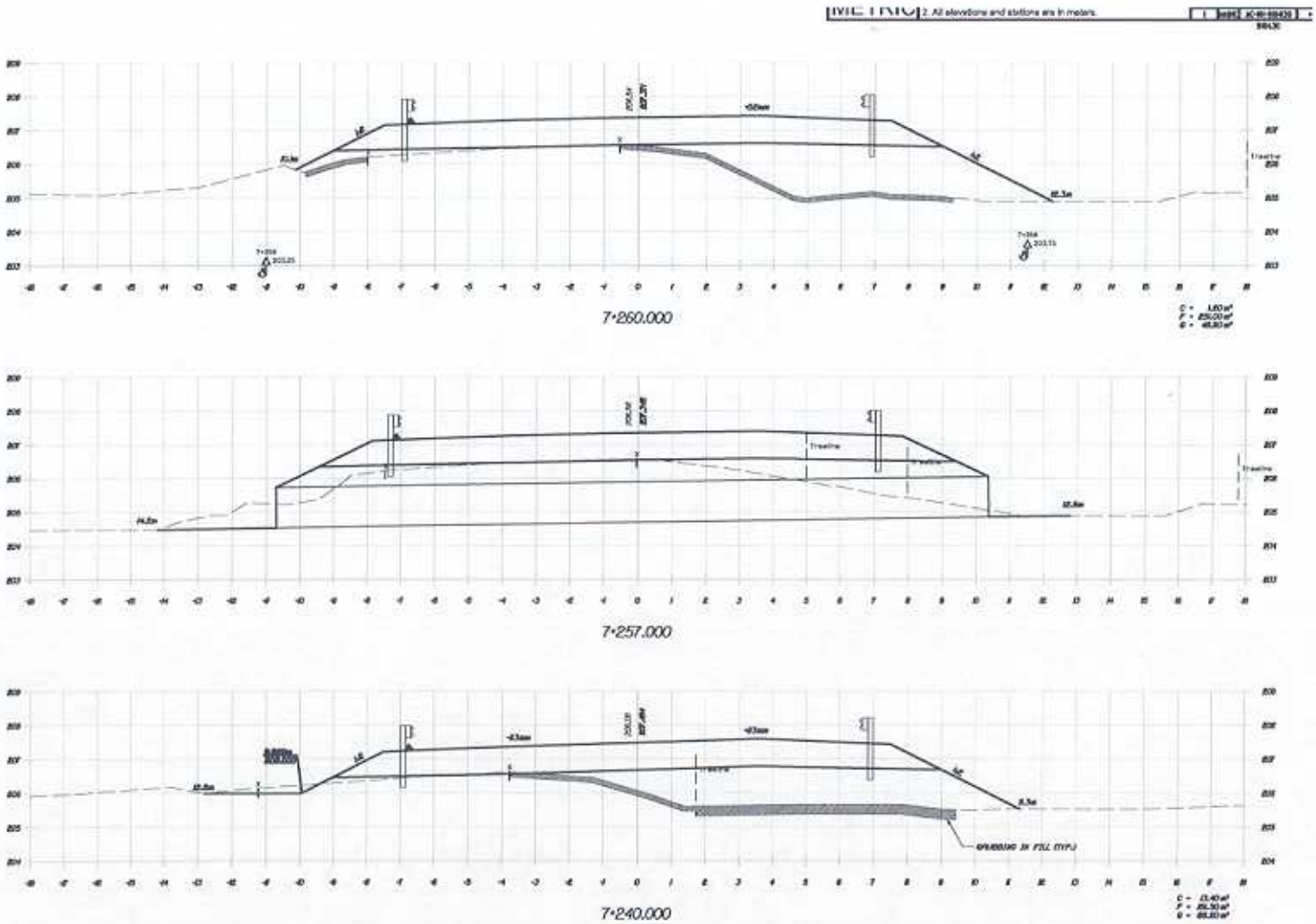
918430





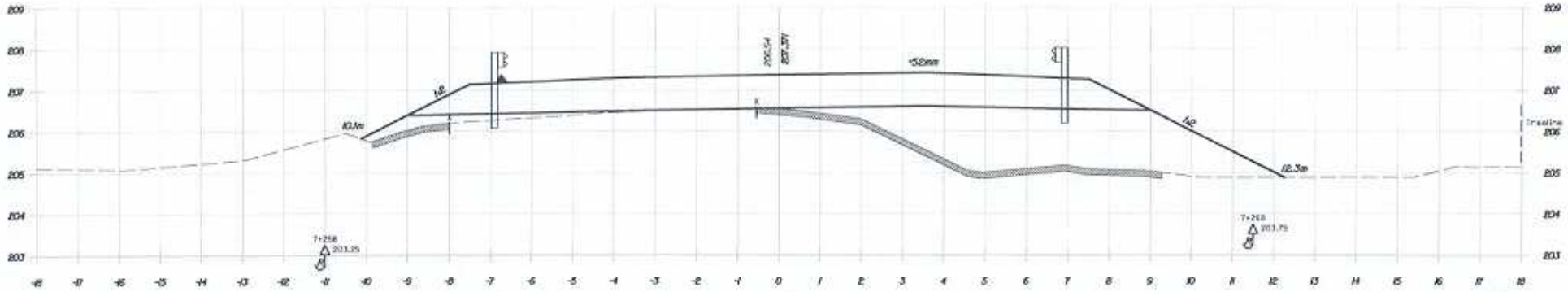
STA. 6+940.000

N.T.S.


2. All elevations and stations are in meters.
7+260.000
7+257.000
7+240.000

1:200

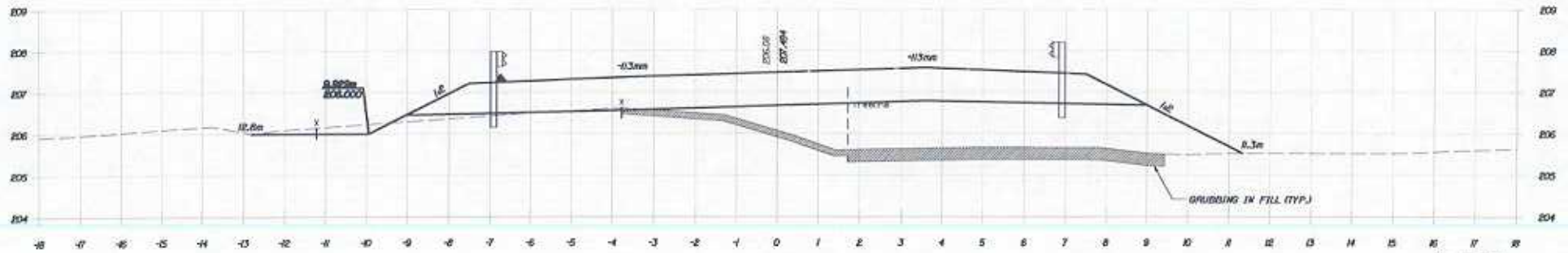
METRO 2. All elevations and stations are in meters.



7+260.000

C = 1.80 m³
F = 250.00 m³
G = 48.90 m³

7+257.000

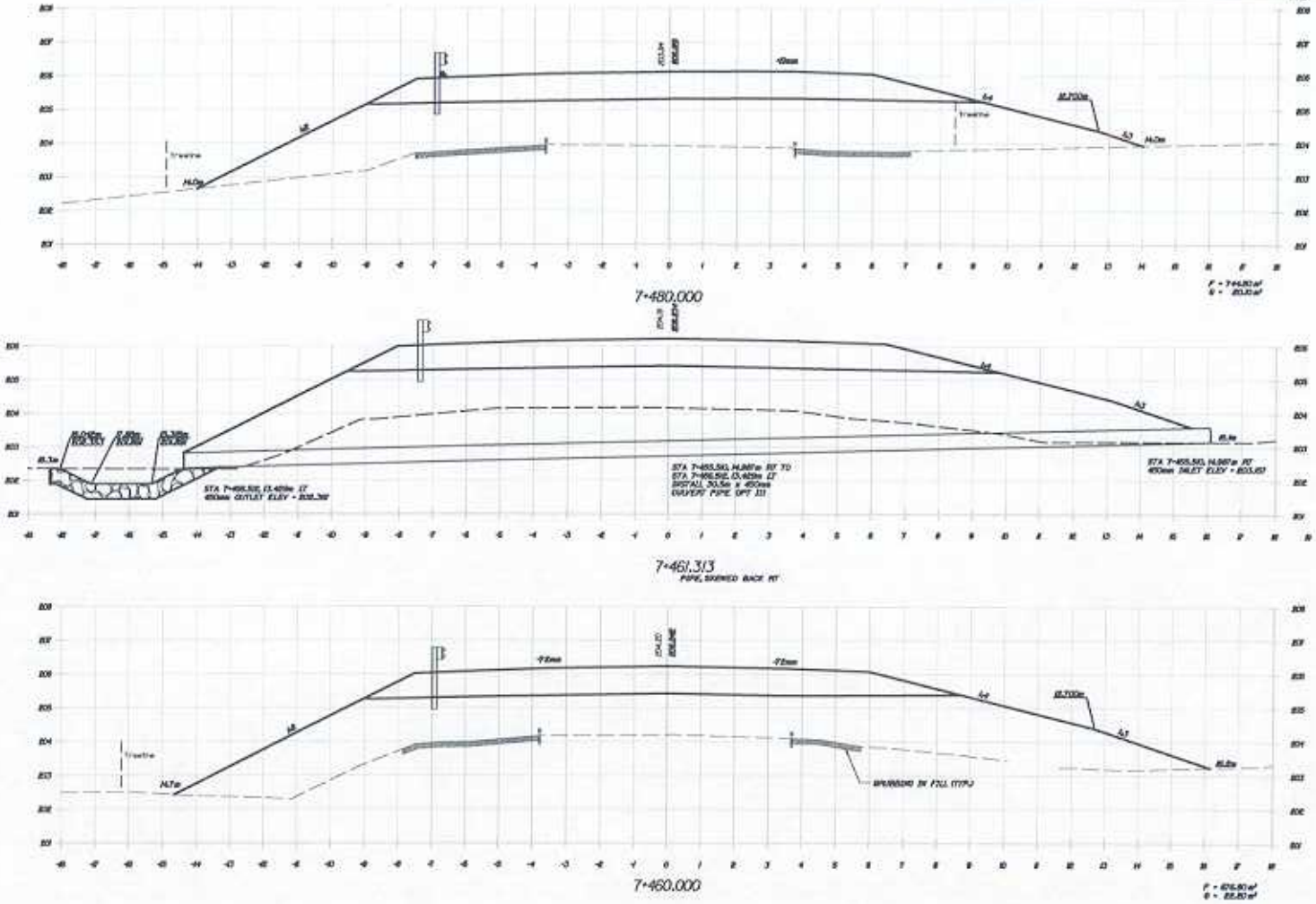


7+240.000

C = 13.40 m³
F = 151.30 m³
G = 62.80 m³

n.T.S.

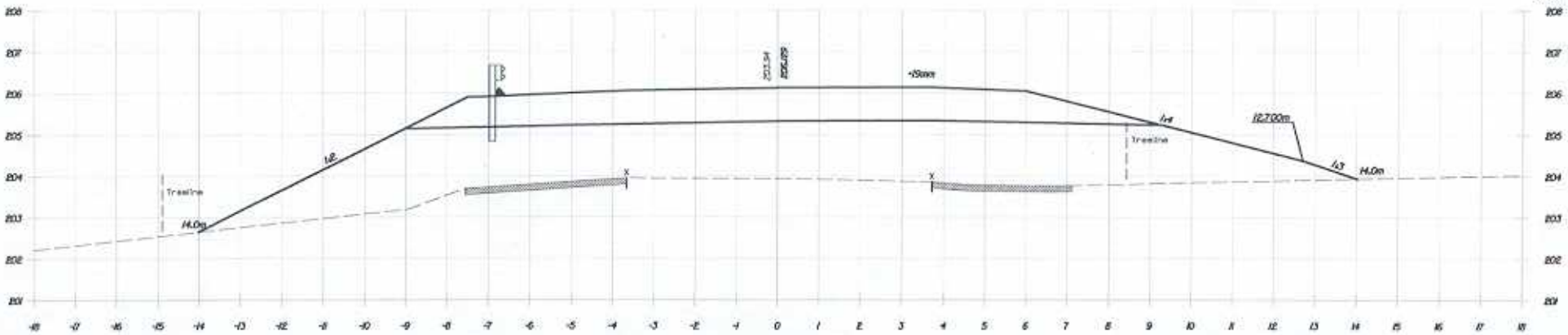
METRIC 1. All dimensions are in millimeters unless otherwise noted. 2. All elevations and stations are in meters.



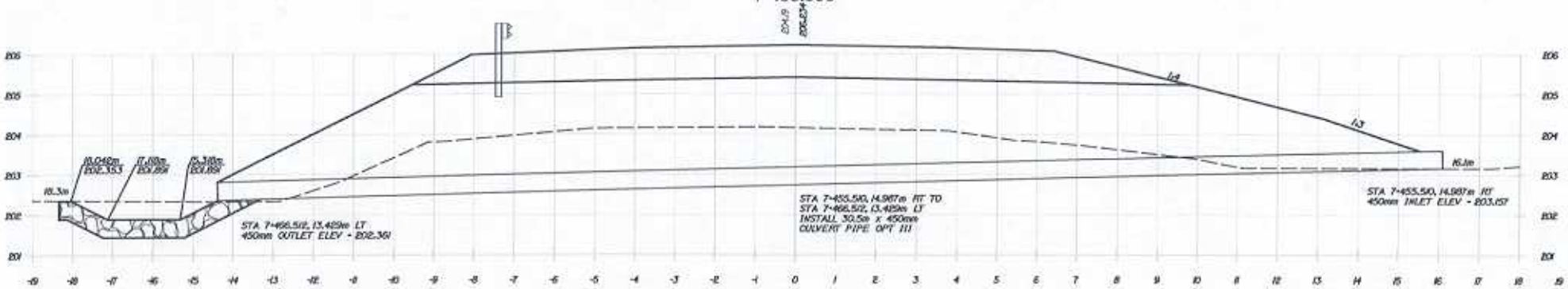
1:200

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

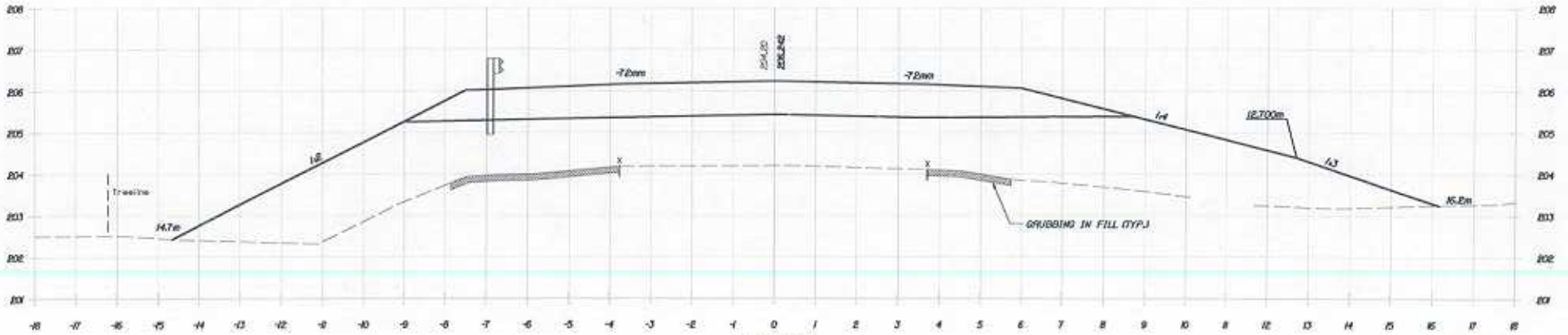
1	MAINE	AC-NH-9184(3)



7+480.000

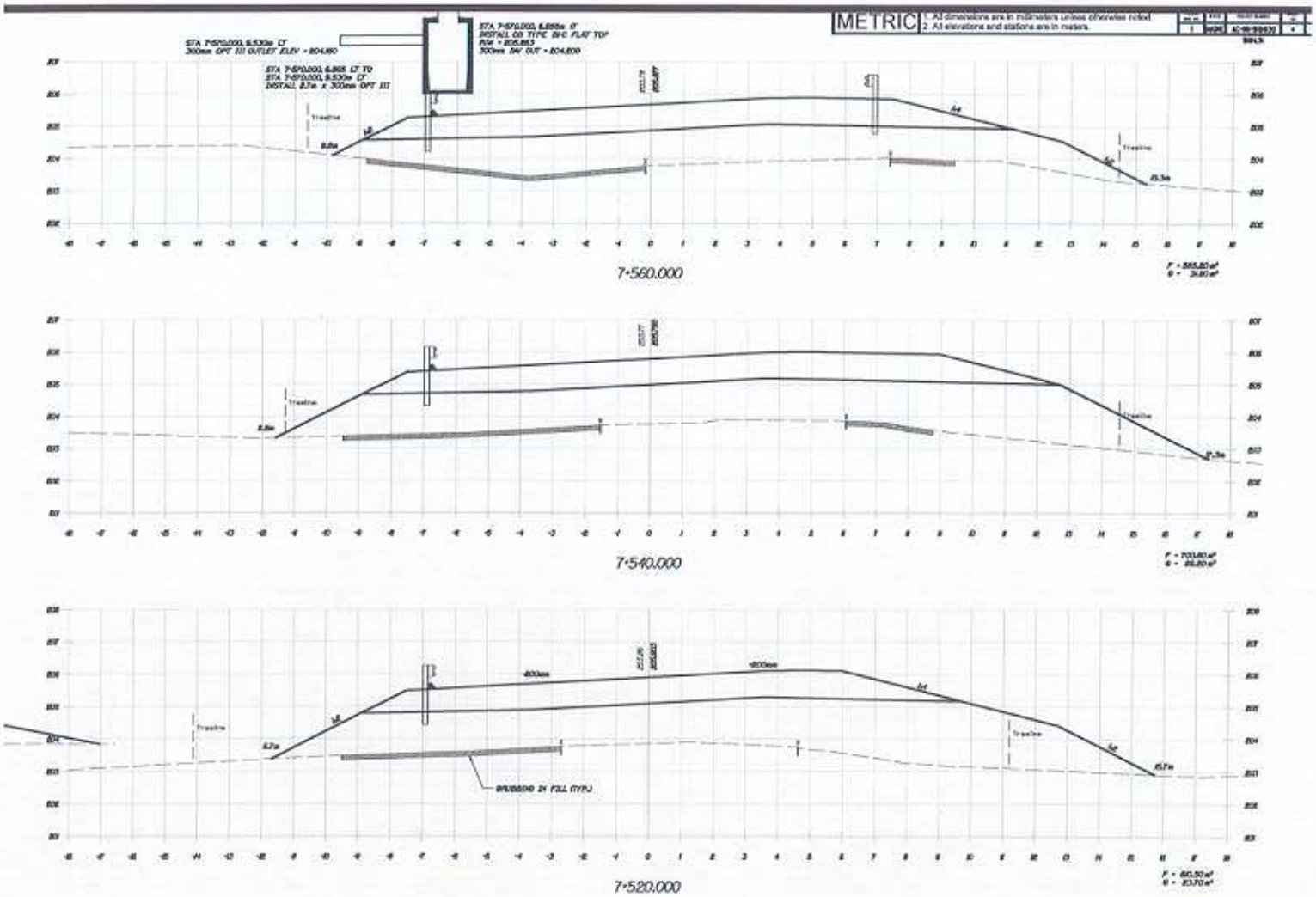


7+461.313
PIPE SKEWED BACK RT



7+460.000

n.T.S.

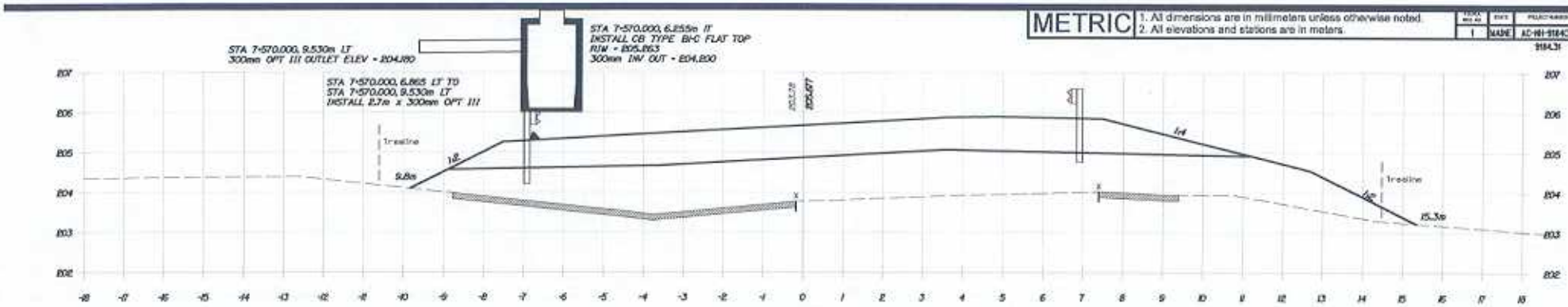

METRIC
1. All dimensions are in millimeters unless otherwise noted
2. All elevations and stations are in meters.
7+560.000
7+540.000
7+520.000

1:200

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

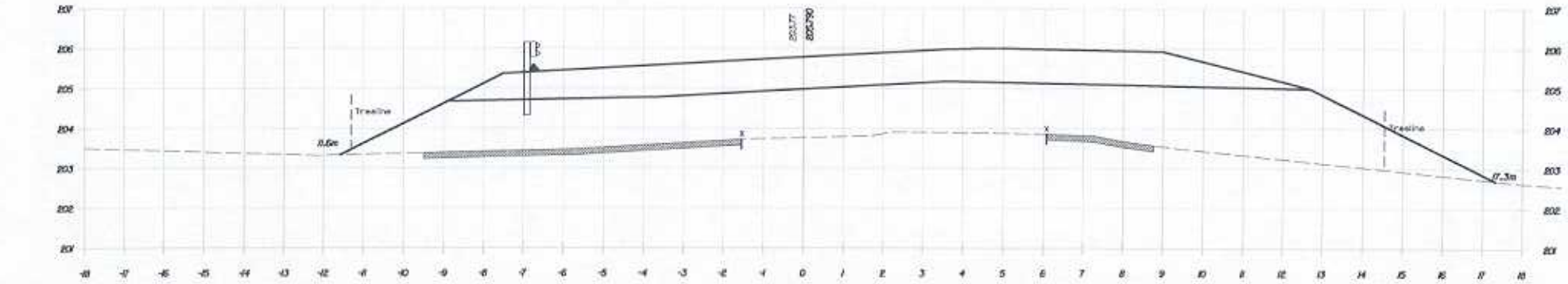
REVISION NO.	DATE	PROJECT NUMBER	SHEET NO.
1	MAINE	AC-NH-9184(3)	*

9184.31



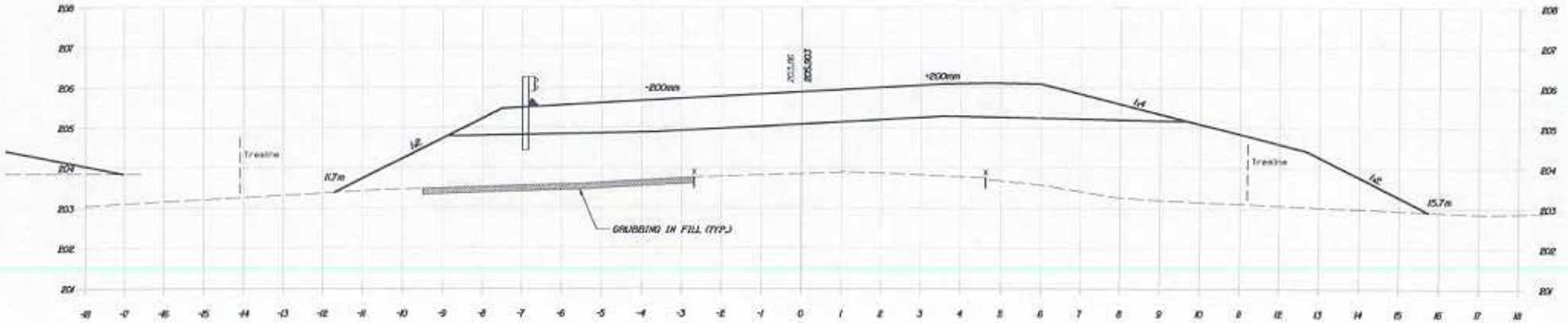
7+560.000

F = 585.80 m²
G = 31.90 m²



7+540.000

F = 700.60 m²
G = 85.20 m²

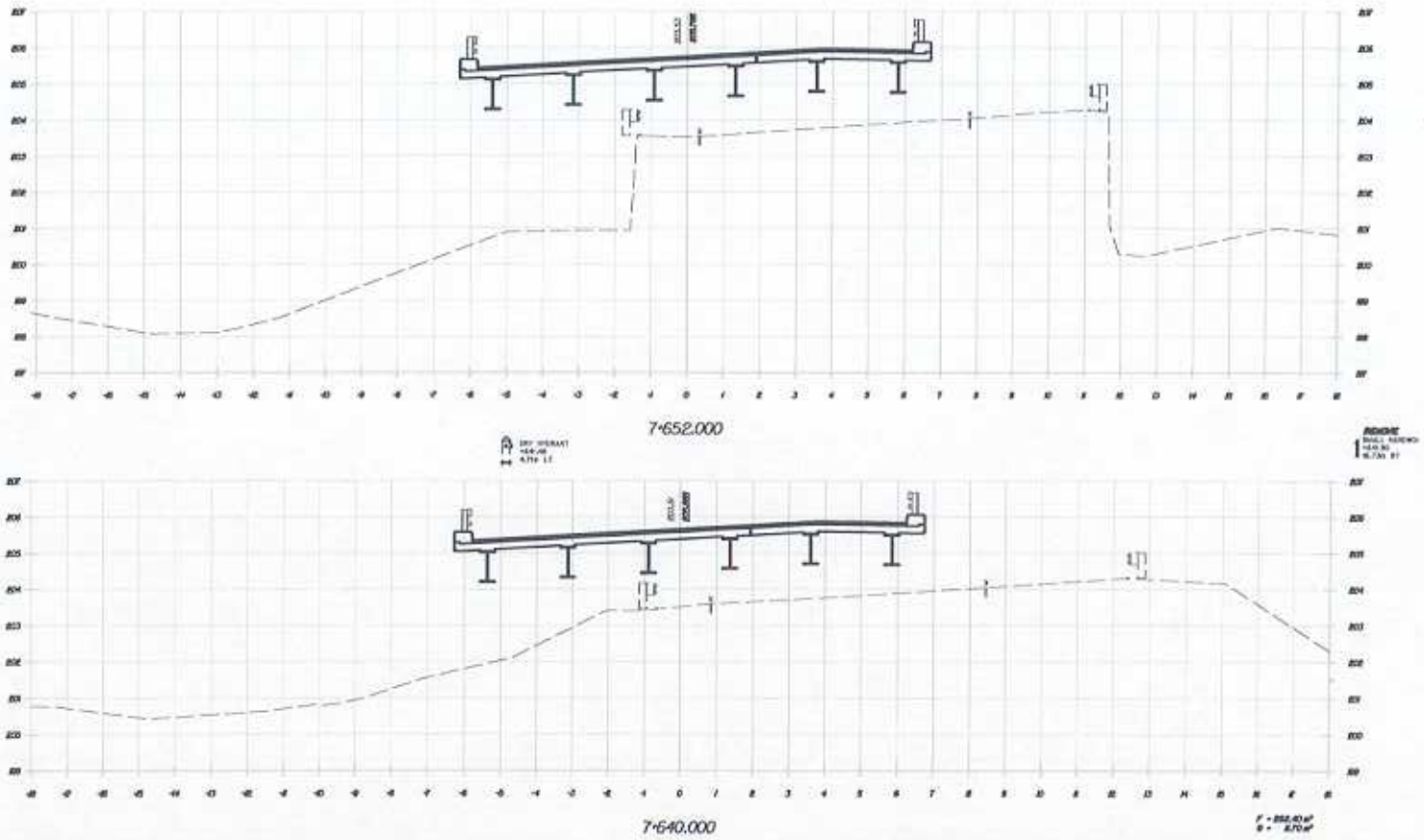


7+520.000

F = 610.50 m²
G = 23.70 m²

n.T.S.

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



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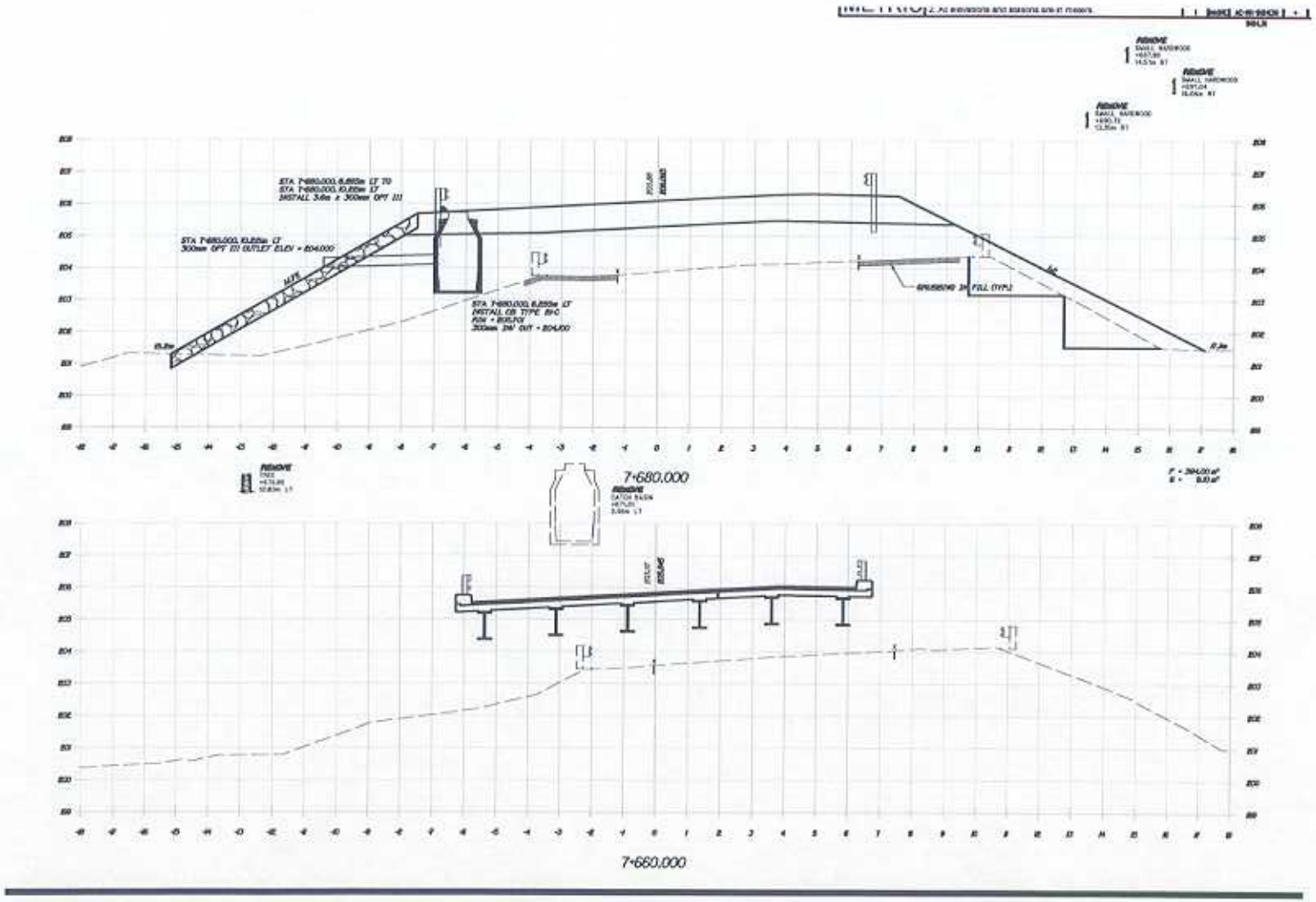

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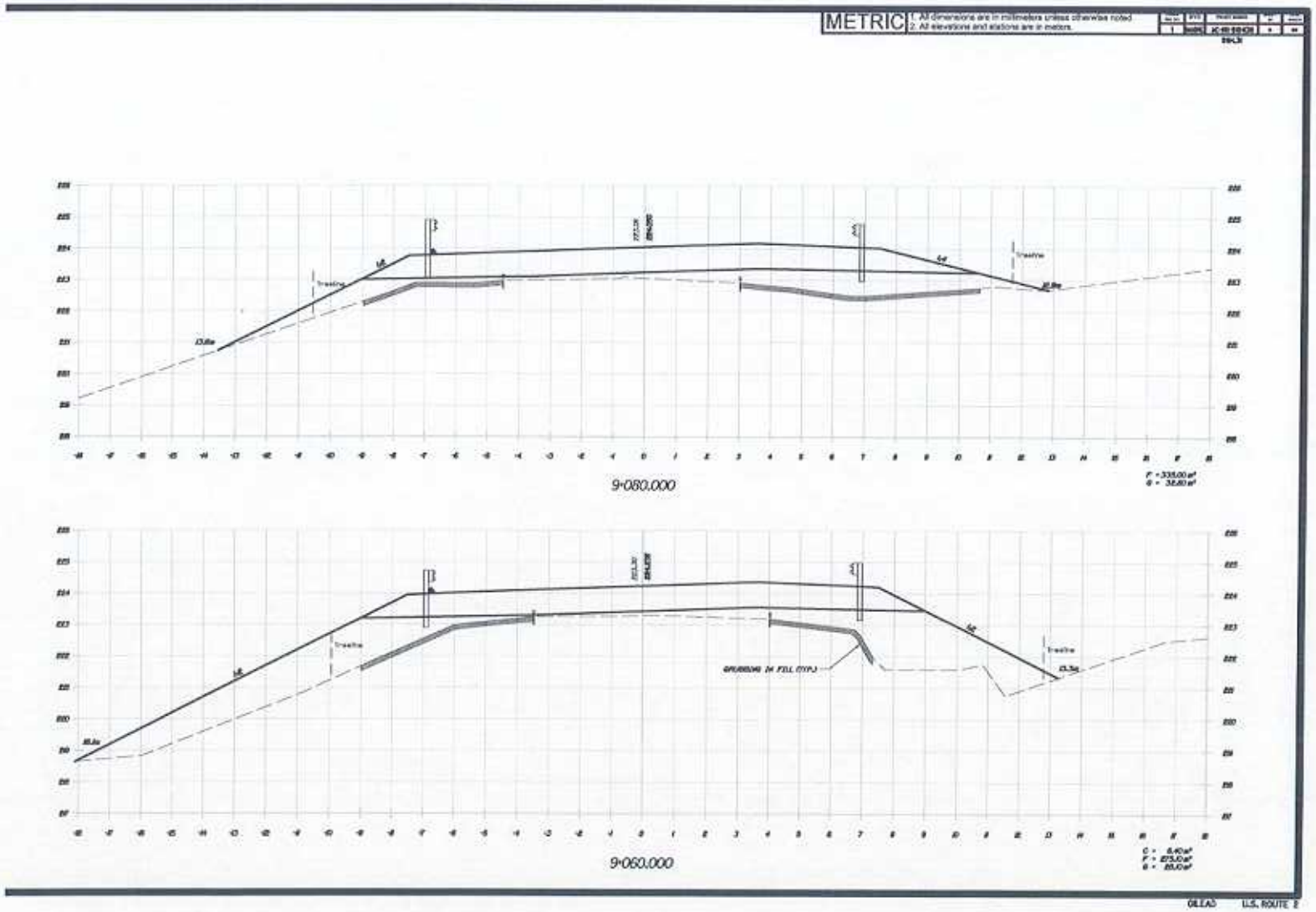
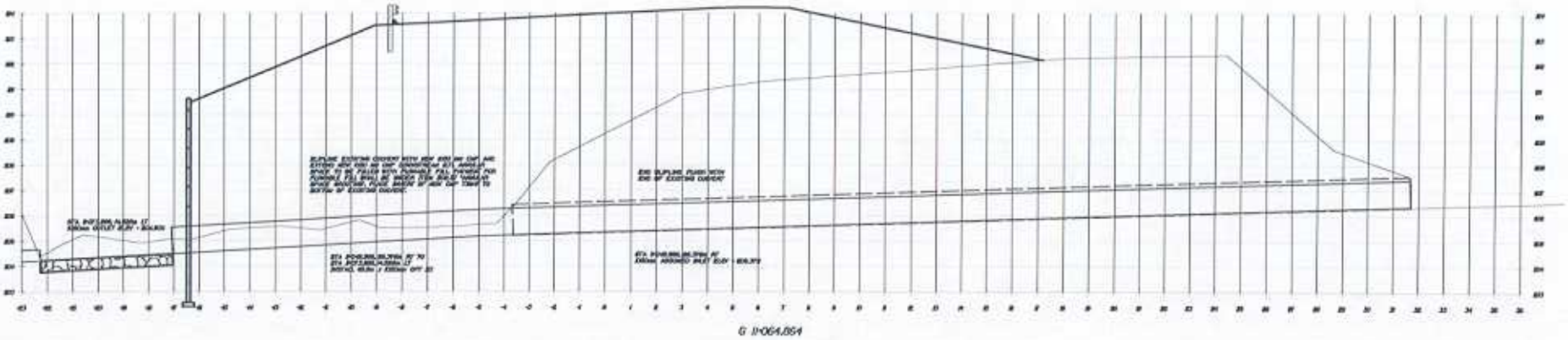

METRIC
1. All dimensions are in millimeters unless otherwise noted
2. All elevations and stations are in meters
9+080.000
9+060.000
GRADING IN FILL (TYP.)
GILEAD
U.S. ROUTE 2

1:200



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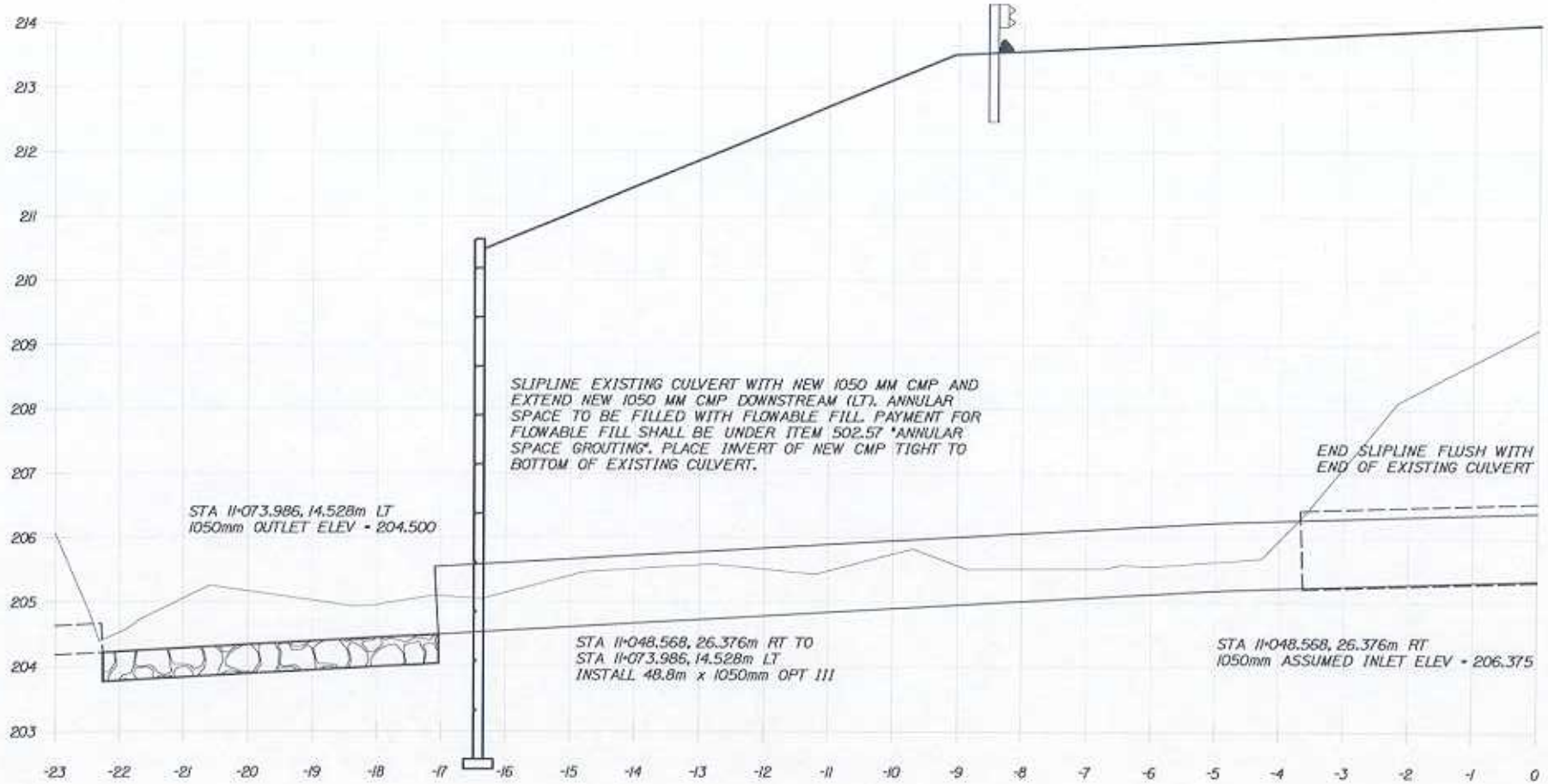
214
213
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-13
-12
-11
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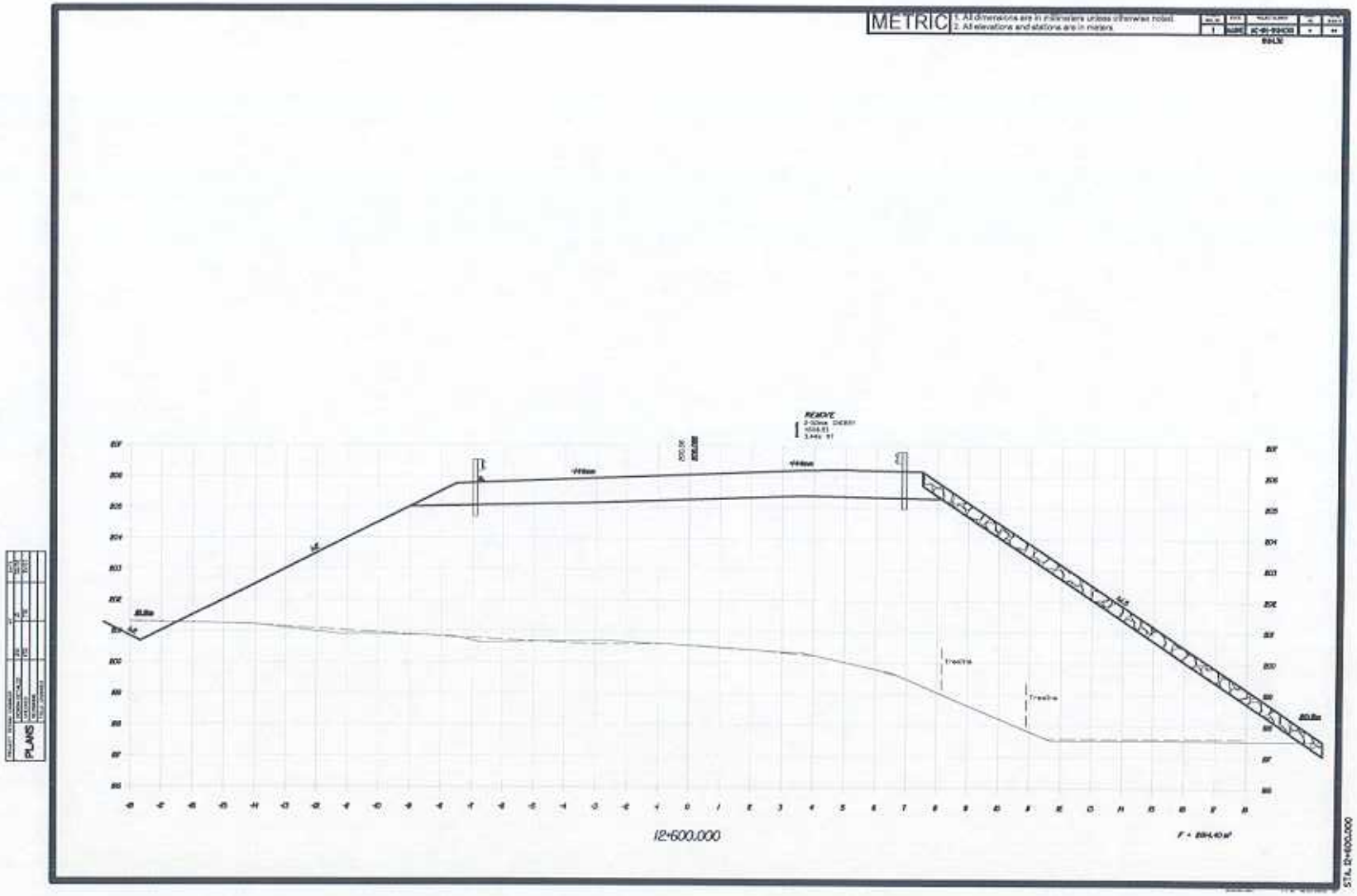
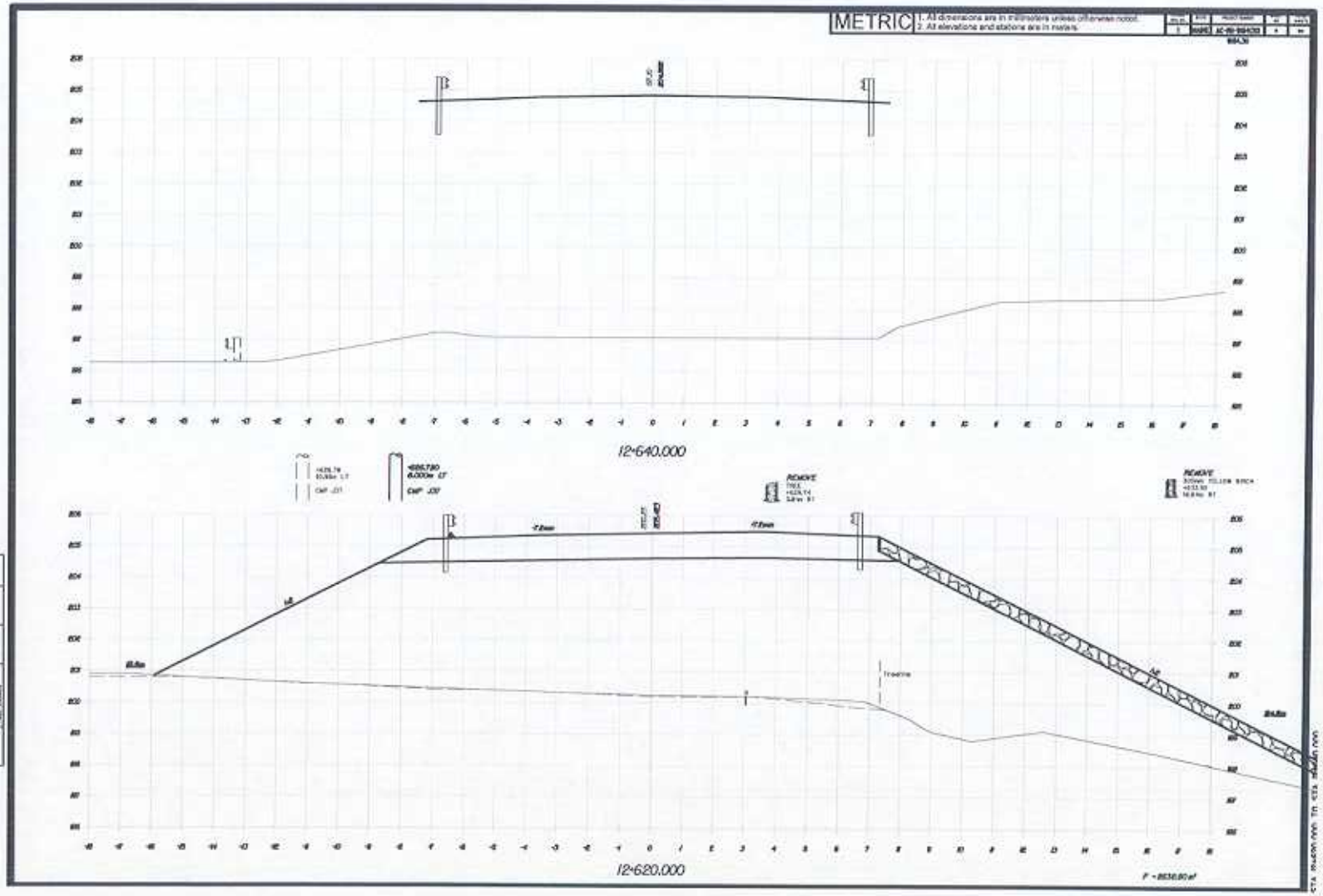
-5
-4
-3
-2
-1
0
SLIPLINE EXISTING CULVERT WITH NEW 1050 MM CMP AND EXTEND NEW 1050 MM CMP DOWNSTREAM (LT). ANNULAR SPACE TO BE FILLED WITH FLOWABLE FILL. PAYMENT FOR FLOWABLE FILL SHALL BE UNDER ITEM 502.57 "ANNULAR SPACE GROUTING". PLACE INVERT OF NEW CMP TIGHT TO BOTTOM OF EXISTING CULVERT.
END SLIPLINE FLUSH WITH END OF EXISTING CULVERT
STA 11+073.986, 14.528m LT
1050mm OUTLET ELEV = 204.500
STA 11+048.568, 26.376m RT TO
STA 11+073.986, 14.528m LT
INSTALL 48.8m x 1050mm CPT III
STA 11+048.568, 26.376m RT
1050mm ASSUMED INLET ELEV = 206.375
11+064.864
PIPE

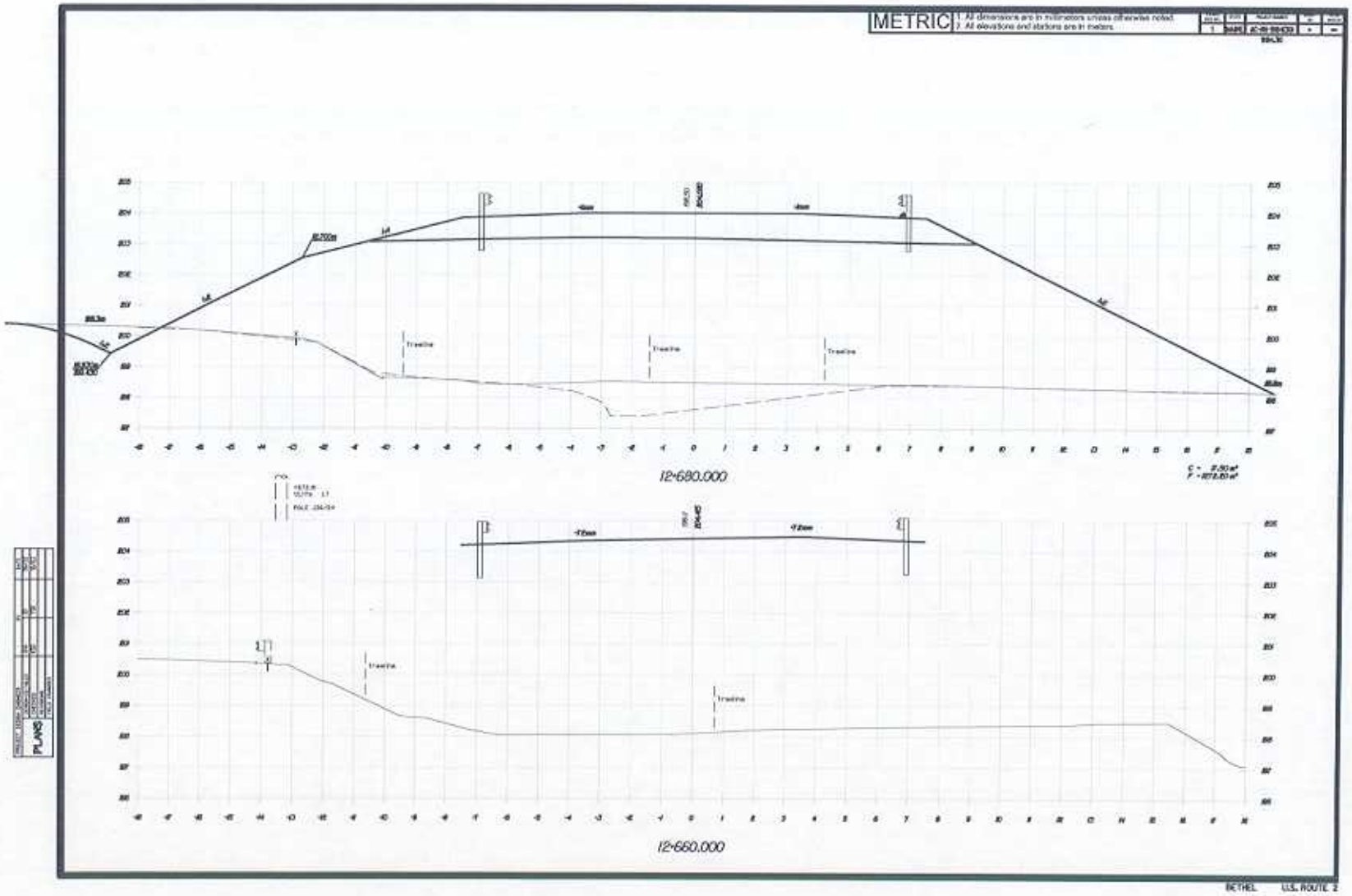
n.T.S.


METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
PLANS
12+600.000
STA. 12+600.000

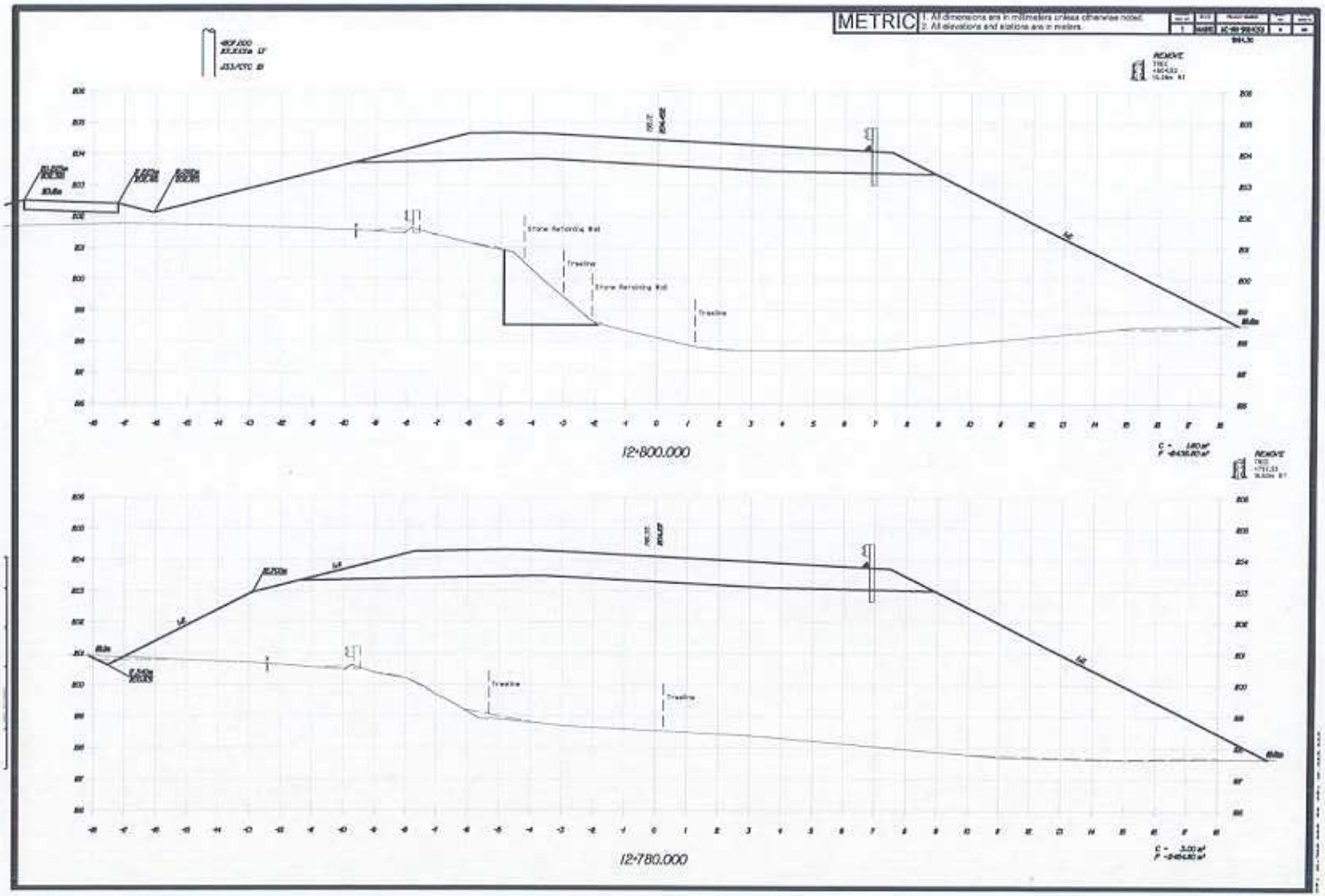
1:200


METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
12+640.000
REMOVE
REMOVE
12+620.000
PLANS

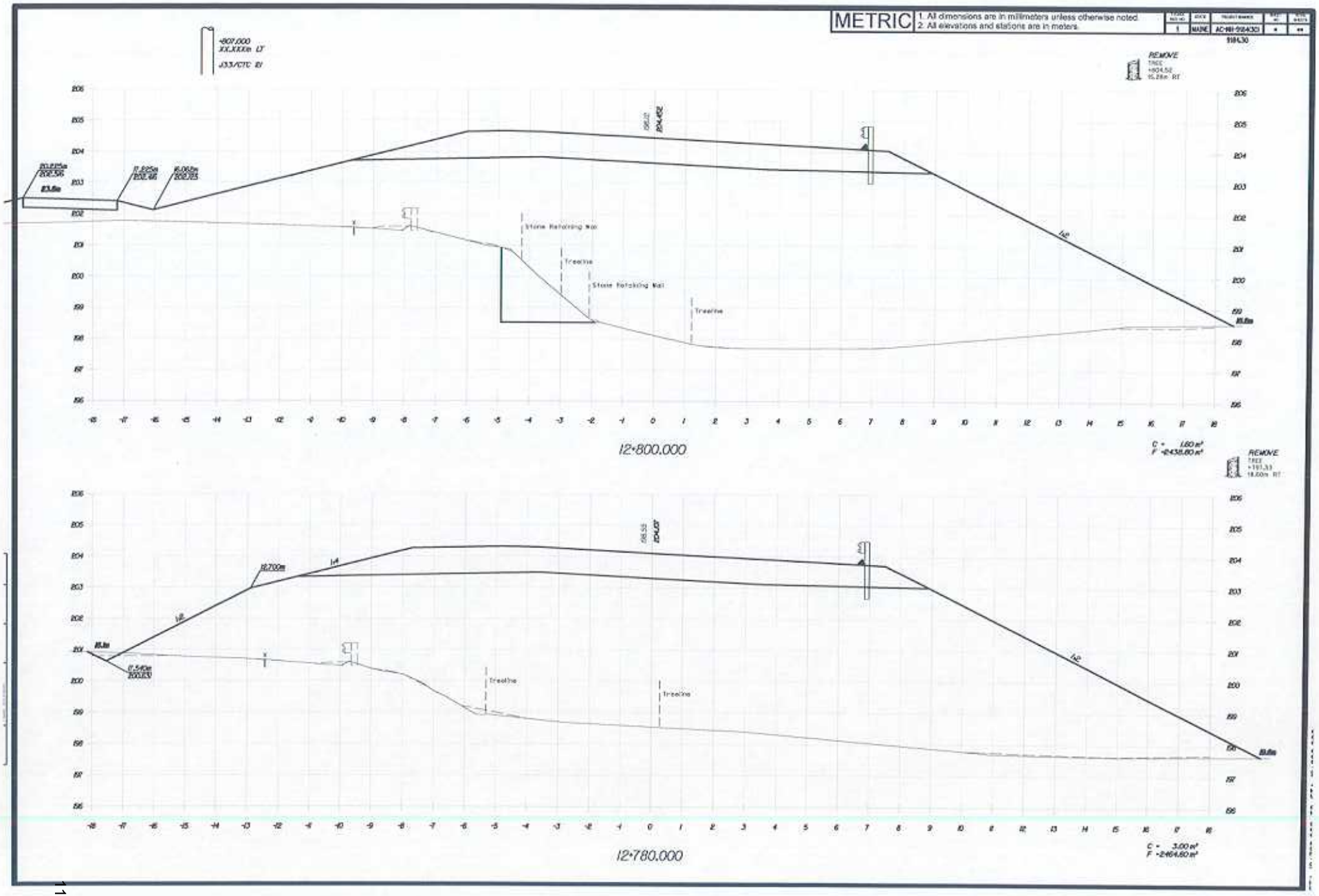
1:200


METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
12+680.000
12+660.000
PLANS
BETHEL
U.S. ROUTE 2

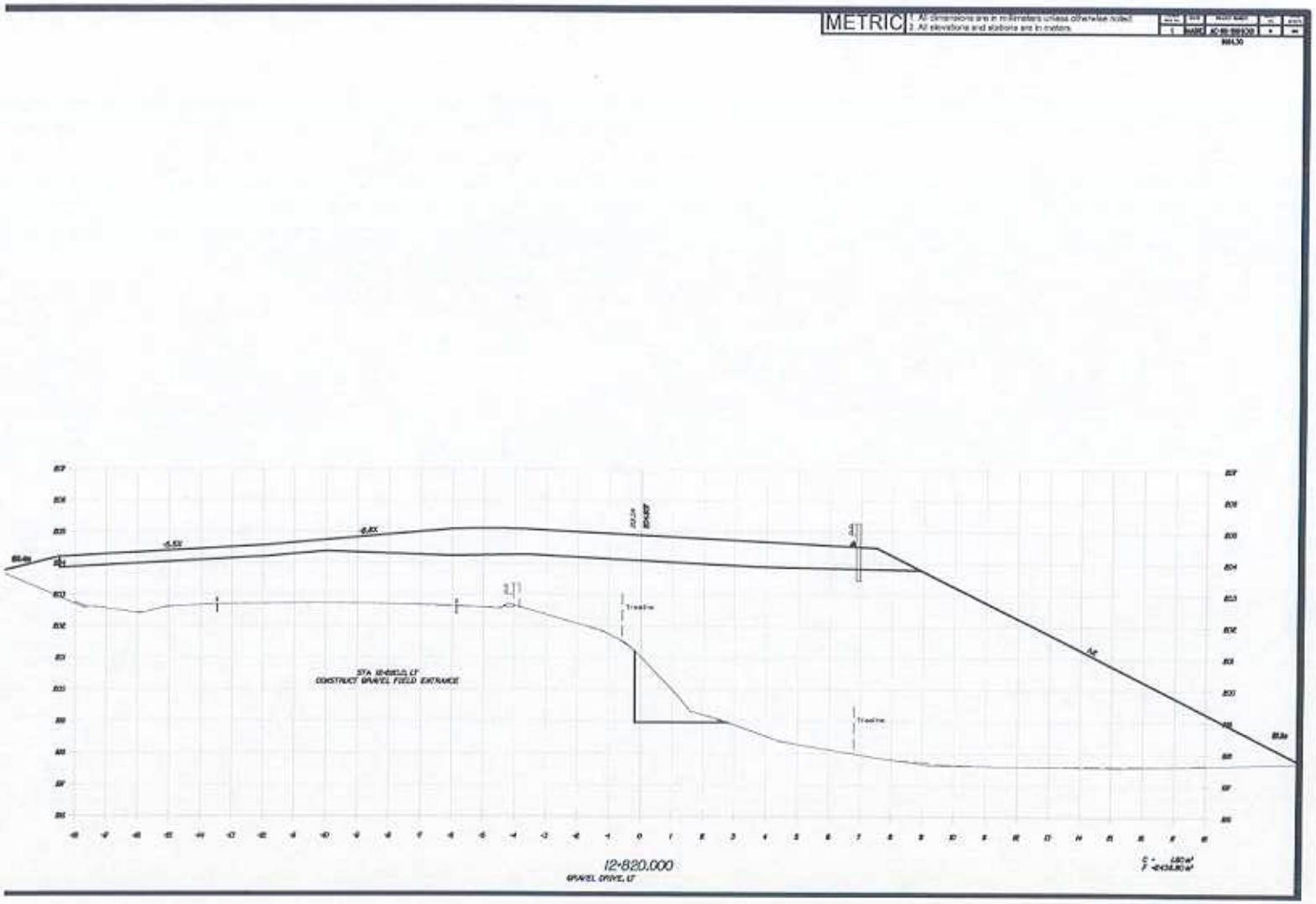
1:200


METRIC
1. All dimensions are in millimetres unless otherwise noted.
2. All elevations and stations are in metres.
Stone Retaining Wall
Treeline
Stone Retaining Wall
Treeline
12+800.000
Treeline
Treeline
12+780.000

1:200

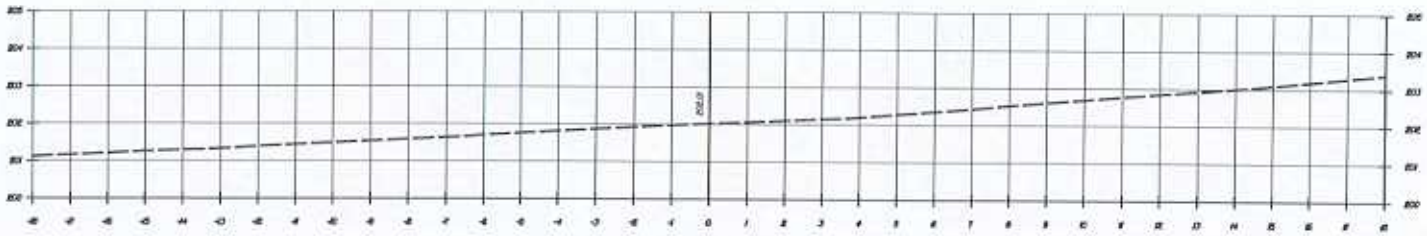

METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
MAINE
REMOVE
Stone Retaining Wall
Treeline
12+800.000
12+780.000

n.T.S.


METRIC
1. All dimensions are in millimeters unless otherwise noted.
2. All elevations and stations are in meters.
12+820.000
GRAVEL DRIVE LT

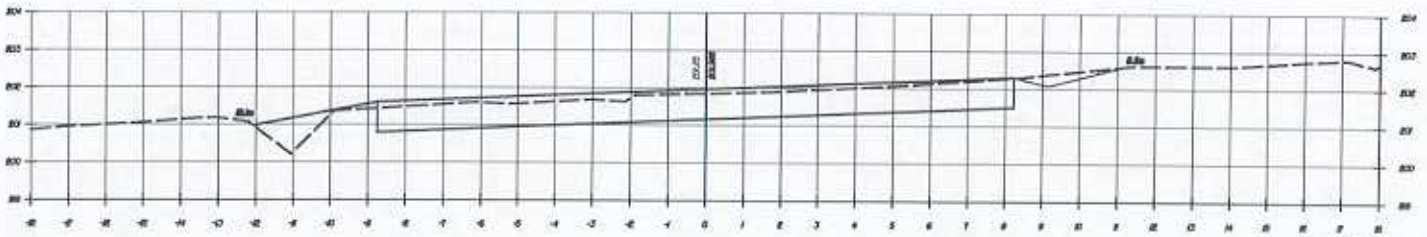
1:200

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



1000+126.500

STA. 1000+123.000
LIMIT OF WORK
MATCH EXISTING PAVEMENT



1000+120.000

PLANS

BETHEL

RELOCATED FLEMING ROAD

STA. 1000+120.000 TO STA. 1000+126.500

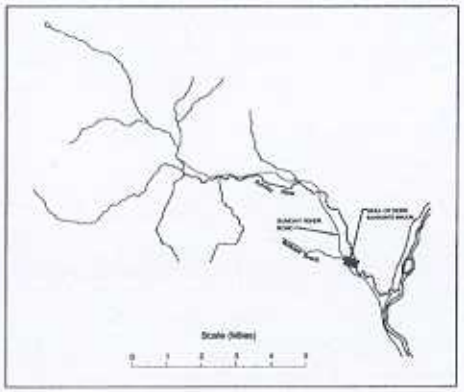
IMPERIAL	1. All dimensions are in inches (feet unless otherwise noted). 2. All elevations and stations are in feet.	FEDERAL AID NO.	STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
		1	Maine	NH-9184(400)E	1	11

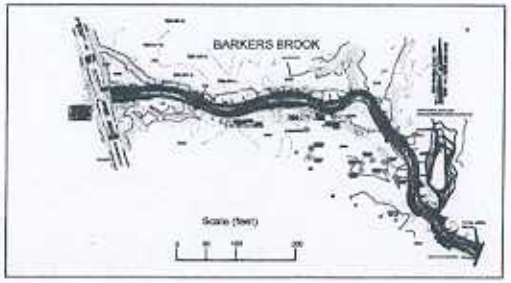
State of Maine
Department of Transportation

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

Project No. NH-9184(400)E

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





PARISH geomorphic

APPROVED:

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

1/16/07

01/16/07

United States
Department of Transportation
Federal Highway Administration

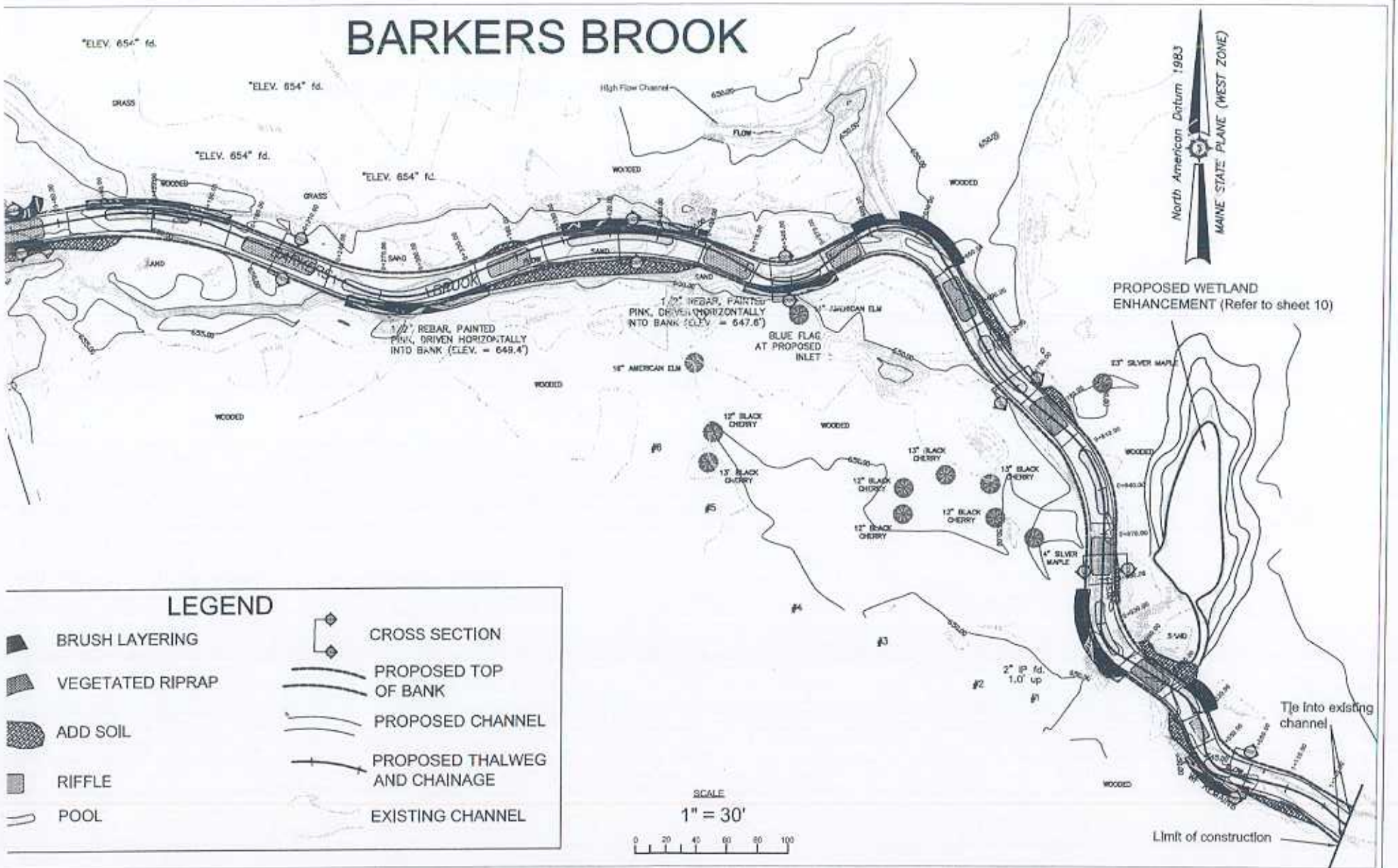
APPROVED:

DATE: Jan. 17, 2007

Barkers Brook - Estimated Quantities and Associated Costs

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

BARKERS BROOK



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

Design	J.P.	Checked	J.P.
Drawn	D.D.	Checked	J.P.
Date January 1997		Plot Date January 1998	
CAD FILE			

No.	Date	By	REVISIONS
4	Jan 2007	J.J.	Corrected poly. # and note
3	Dec 2005	D.D.	Added bar scale.
2	Dec 2005	D.D.	Added and removed notes.
1	Apr 2000	D.D.	Added and removed notes.

Scale: As Shown

APPROVALS

Signed _____ Date _____

State of Maine
Department of Transportation

PARISH geomorphic

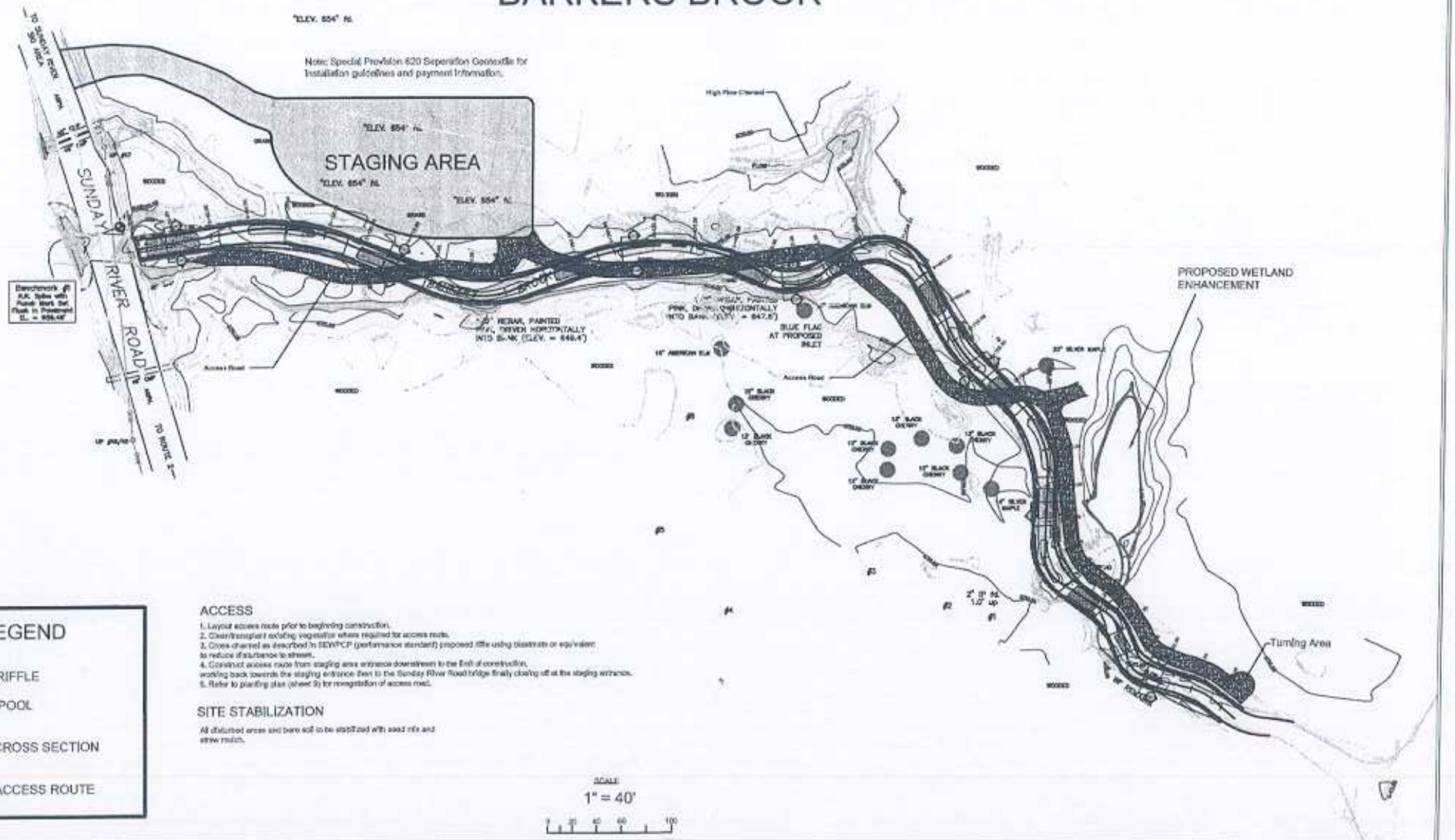
Barkers Brook

Planform

PROJECT No. NH-9184(400)E

SHEET 3 of 10

BARKERS BROOK



LEGEND

- RIFFLE
- POOL
- CROSS SECTION
- ACCESS ROUTE

ACCESS

1. Layout access route prior to beginning construction.
2. Clear/transplant existing vegetation where required for access route.
3. Cross channel as described in SEWPCP (performance standard) proposed riffle using biostrata or equivalent to reduce disturbance to stream.
4. Construct access route from staging area entrance downstream to the limit of construction, working back towards the staging entrance then to the Sunday River Road bridge finally closing off at the staging entrance.
5. Refer to planting plan (sheet 9) for revegetation of access road.

SITE STABILIZATION

All disturbed areas and bare soil to be stabilized with seed mix and straw mulch.

SCALE
1" = 40'

0 20 40 60 100

Design	J.P.	Checked	J.P.
Drawn	D.D.	Checked	J.P.
Date January 1/07		Plot Date January 1/07	

No.	Date	By	REVISIONS
8	Jan 2007	J.J.	Corrected end, Blend data
6	Sept 1/06	J.J.	Added spec prov 620 note
4	Dec 2005	D.D.	Added bar scale and stations, deal and note
3	Dec 2005	D.D.	Removed cofferdam and phasing notes, Added note
2	Nov 1/05	D.D.	Revised notes, removed details
1	July 2005	D.D.	Added and removed notes

Scale: As Shown

APPROVALS

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State of Maine
Department of Transportation

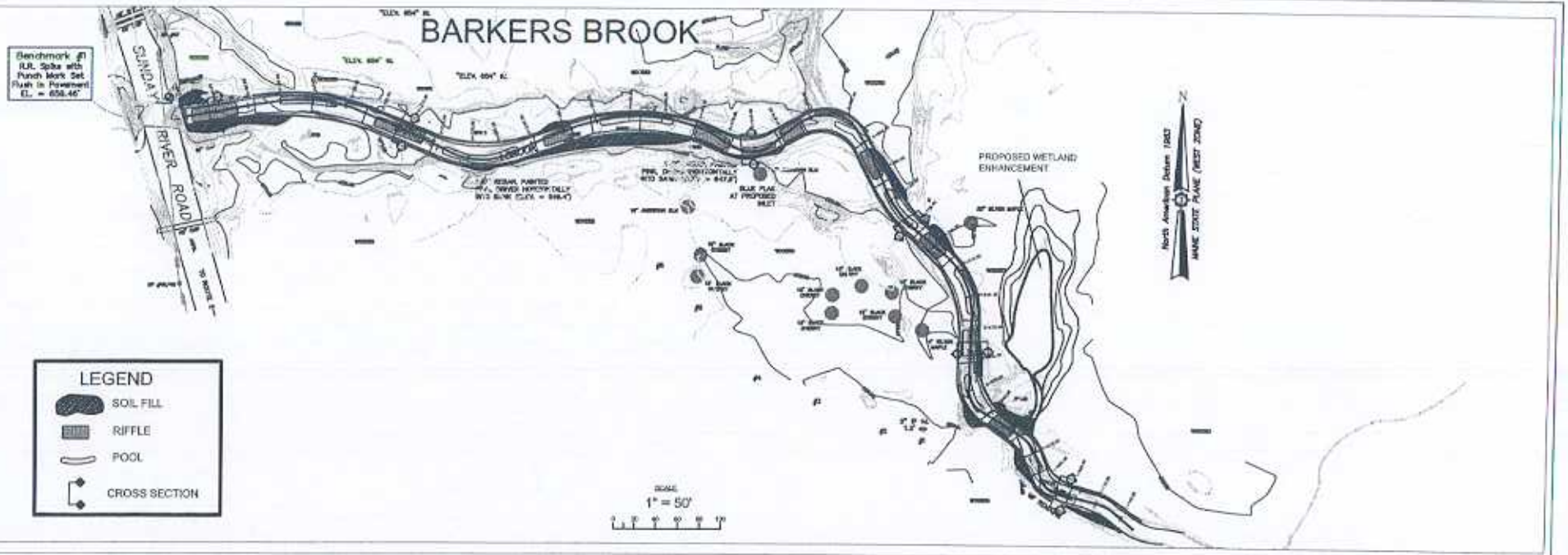
PARISH geomorphic

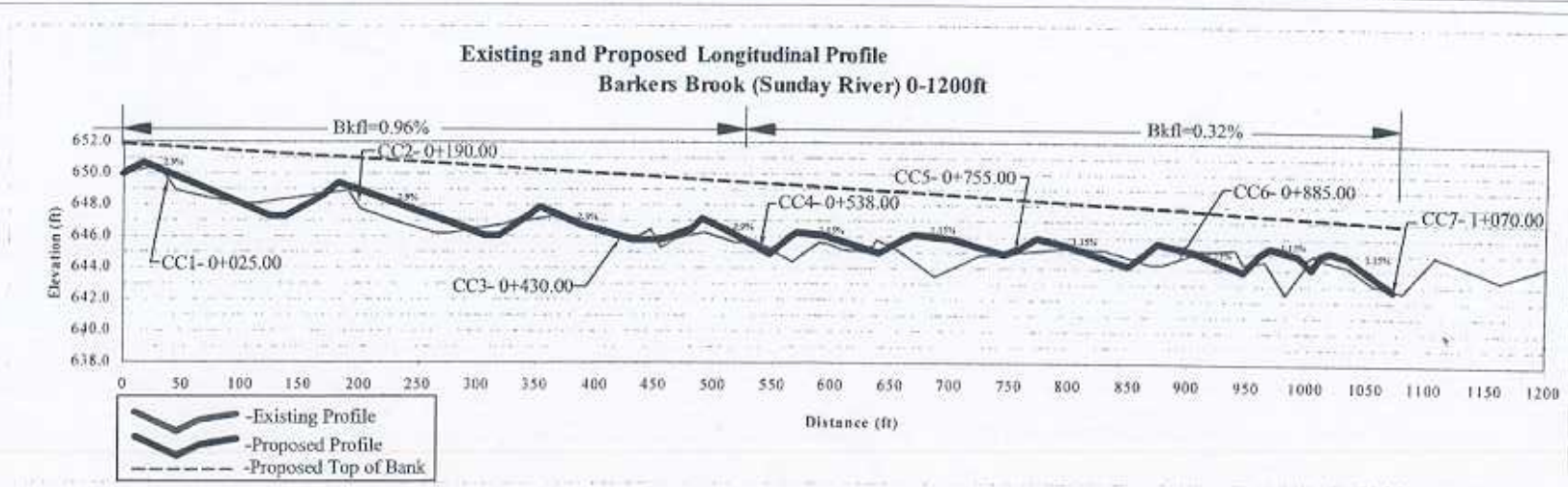
Barkers Brook

Construction Access/Site Stabilization

PROJECT No: NH-9184(400)E

SHEET 4 of 10





Design	D.D.	Checked	J.P.				
Drawn	D.D.	Checked	J.P.				
Date: January 2010		Plot Date: January 2010					
CAD File:							
				4	Jan 2010	J.J.	Corrected proj. stand date
				3	Dec 2009	D.D.	Added bar scale.
				2	Mar 1990	D.D.	Removed notes.
				1	July 2006	D.D.	Removed some notes, changed fonts.
				No.	Date	By	REVISIONS

Scale: As Shown

APPROVALS

Signed _____ Date _____

State of Maine
Department of Transportation

PARISH geomorphic

Barkers Brook

Profile

PROJECT No: NH-9584(400)E

SHT 5 # 10

BARKERS BROOK

"ELEV. 654" fd.

GRASS

"ELEV. 654" fd.

"ELEV. 654" fd.

High Flow Channel

FLOW

WOODED

WOODED

WOODED

GRASS

SAND

SAND

FLOW

1/2" REBAR, PAINTED PINK, DRIVEN HORIZONTALLY INTO BANK (ELEV. = 646.4')

1/2" REBAR, PAINTED PINK, DRIVEN HORIZONTALLY INTO BANK (ELEV. = 647.6')

BLUE FLAG AT PROPOSED INLET

4" AMERICAN ELM

18" AMERICAN ELM

WOODED

WOODED

12" BLACK CHERRY

12" BLACK CHERRY

12" BLACK CHERRY

12" BLACK CHERRY

12" BLACK CHERRY

12" BLACK CHERRY

12" BLACK CHERRY

4" SILVER MAPLE

23" SILVER MAPLE

WOODED

WOODED

WOODED

PROPOSED WETLAND ENHANCEMENT

North American Datum 1983

MAINE STATE PLANE (WEST ZONE)

2" IP fd. 1.0' up

Note: See Special Provision 619 Barrier Boulder for installation guidelines and payment information

LEGEND

PROPOSED CONTOURS

EXISTING CONTOURS

SCALE

1" = 30'

0 20 40 60 80 100

: to be sourced on site. Offsite sources must be inspected by a ecologist to ensure there is no Purple Loosestrife activity) or Phragmites (Phragmites communis).

Design: C.C.	Checked: J.P.		
Drawn: D.D.	Checked: J.P.		
Date: January 1997	Plot Date: January 1997		
CAD FILE: Item 3 - Mo. 6 begins			

No.	Date	By	REVISIONS
5	Jan 2007	J.J.	Corrected plot, if any date
4	Sept 1998	J.J.	Added spec. prov. 619 note.
3	Dec 2000	D.D.	Added notes and bar scale.
2	Mar 1999	D.D.	Removed and added notes.
1	July 2000	D.D.	Removed notes.

Scale: As Shown

APPROVALS

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State of Maine
Department of Transportation

PARISH geomorphic

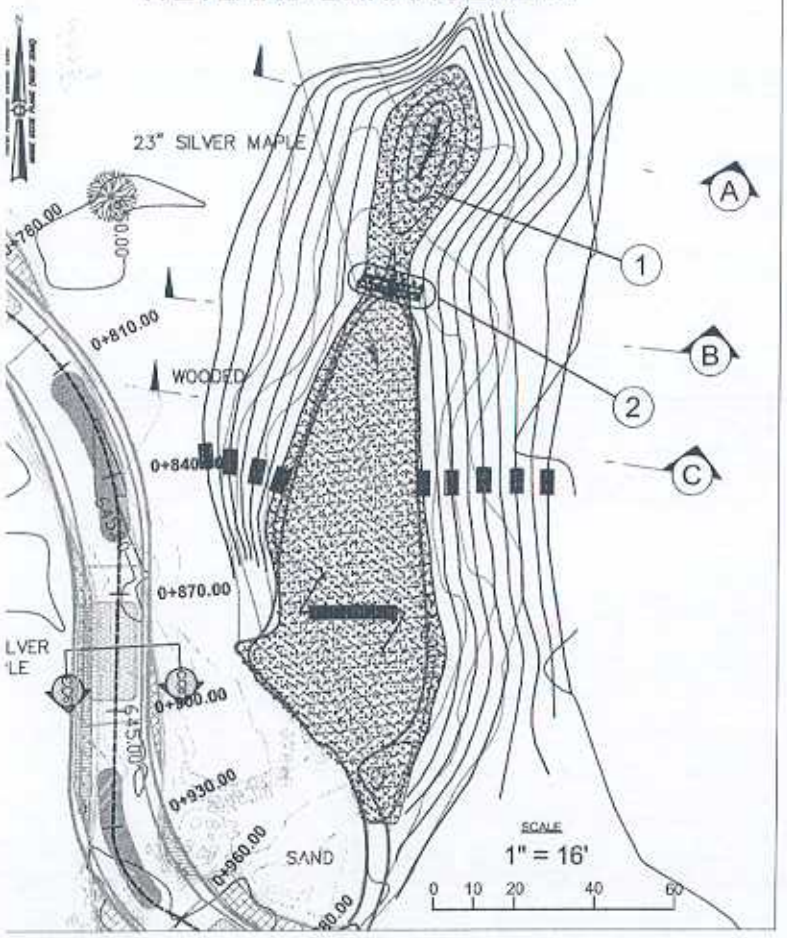
Barkers Brook

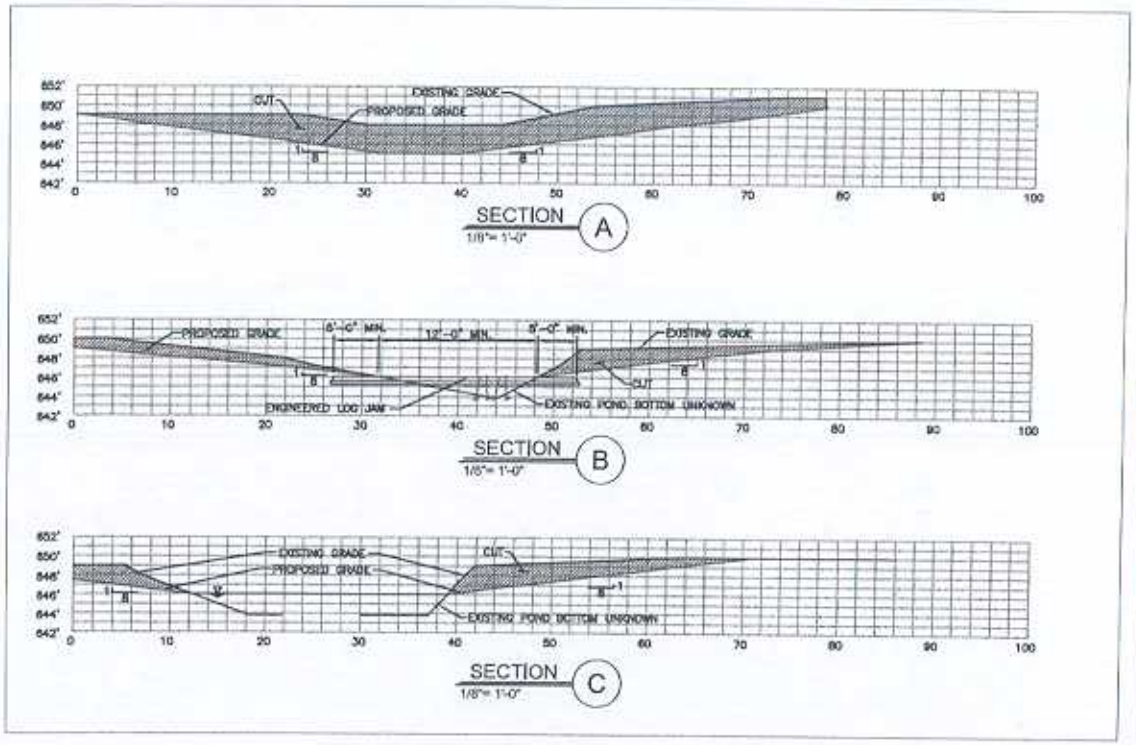
Grading Plan

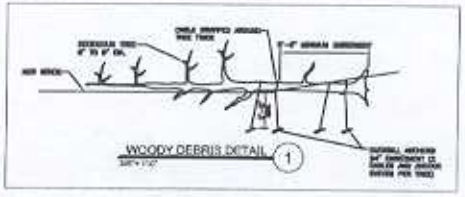
PROJECT NO. NH-9184(400)E

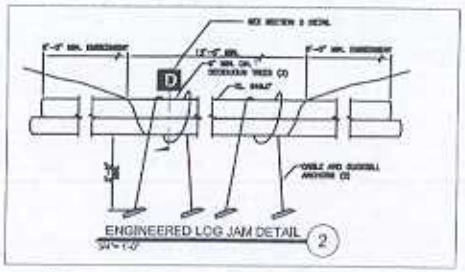
SHEET 6 of 10

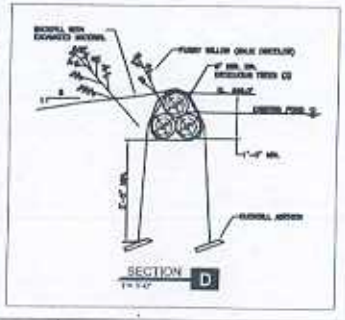
WETLAND ENHANCEMENT











GEND

- NEW CONTOUR
- EXISTING CONTOUR

T FEATURES

- ANCHORED WOODY DEBRIS
- ENGINEERED LOG JAM
- FLAGGED TREES TO REMAIN
- AREA SUBJECT TO PROLONGED SEASONAL INUNDATION

WETLAND CREATION AND ENHANCEMENT AREA (APPROXIMATE BELOW THE 850.00' CONTOUR LINE). TYPICAL HARDWOOD FLOODPLAIN NATIVE PLANTINGS TO BE PLANTED BETWEEN EL. 848.00' & 850.00' CONTOURS:

TREES (CONTAINERIZED, 8-10 FT.)	QUANTITY
SILVER MAPLE (ACER SACCHARINUM)	20
RED MAPLE (ACER RUBRUM)	20
BLACK ASH (FRAXINUS NIGRA)	20
BLACK WILLOW (SALIX NIGRA)	20

SHRUBS (CONTAINERIZED, 18"-24" 1 GAL.)	QUANTITY
BLACK CHOKEBERRY (ARONIA MELANOCARPA)	20
REDOSIER DOGWOOD (CORNUS SERICEA)	20

HERBS (PLUGS)	QUANTITY
OSTRICH FERN (MATTEUCCIA STRUTHIOPTERIS)	50
SENSITIVE FERN (ONOCLEA SENSIBILIS)	50
HOP SEDGE (CAREX LUPULINA)	50
FRINGED SEDGE (CAREX CRINITA)	50
NEW ENGLAND EROSION CONTROL SEED MIX (WETLAND)	1 LB

SPECIES:
SWITCHGRASS (PANICUM VIRGATUM), VIRGINIA WILD RYE (ELYMUS VIRGINICUS), CREEPING RED FESCUE (FESTUCA RUBRA), FOX SEDGE (CAREX VULPINOIDEA), CREEPING BENTGRASS (AGROSTIS STOLONIFERA), SILKY WILD RYE (ELYMUS VILLOSUS), NODDING BUR-MARIGOLD (BIDENS CERNUA), SOFT RUSH (JUNCUS EFFUSUS), GRASS-LEAVED GOLDENROD (SOLIDAGO GRAMINIFOLIA), SENSITIVE FERN (ONOCLEA SENSIBILIS), JOE-PYE WEED (EUPATORIUM MACULATUM), BONESET (EUPATORIUM PERFOLIATUM), FLAT-TOP ASTER (ASTER UMBELLATUS), NEW YORK ASTER (ASTER NOVI-BELGII), BLUE VERVAIN (VERBENA HASTATA).

LOG JAM PLANTINGS	QUANTITY
DEC. ROOTED CUTTINGS	
PUSSY WILLOW (SALIX DISCOLOR)	38
BLACK WILLOW (SALIX NIGRA)	38

Design	A.H.	Checked	J.P.
Drawn	D.D.	Checked	J.P.
Date January 1997		Plot Date January 1997	
CAD FILE			

No.	Date	By	REVISIONS
4	Apr 06-97	L.L.	Corrected plug & seed data
3	Mar 20-97	D.D.	Added tree labels
2	Feb 11-97	D.D.	Removed notes, added details & wetland
1	July 28-96	D.D.	Revised detail, added notes, changed statistical data

Scale: As Shown

APPROVALS

Signed _____ Date _____

State of Maine
Department of Transportation

PARISH geomorphic

Kleinschmidt
Energy & Water Resource Consultants
11 Main St. P.O. Box 270
Pittsfield, Maine 04967
Telephone: (207) 487-3119
Fax: (207) 487-3124
www.kleinschmidt275.com

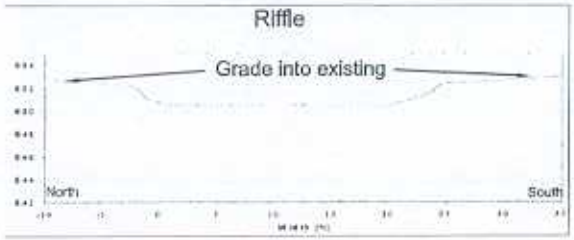
Barkers Brook

Wetland Enhancement

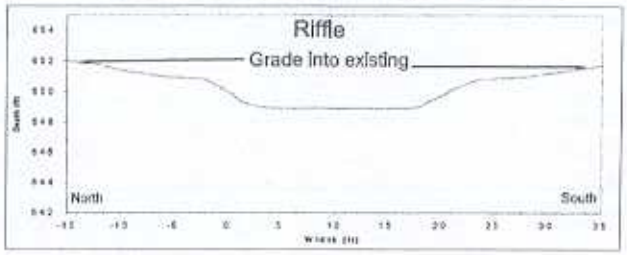
PROJECT No: NH-9184(400)E

SHT 7 of 10

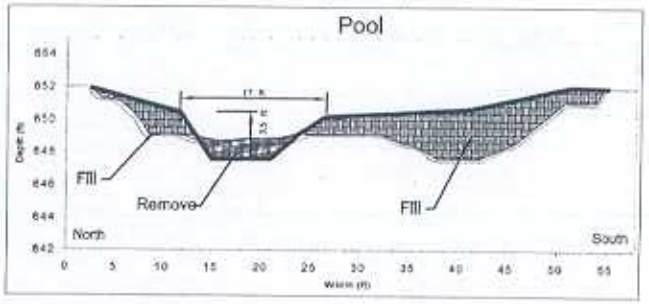
Cross-section (CC1) 0+25.00



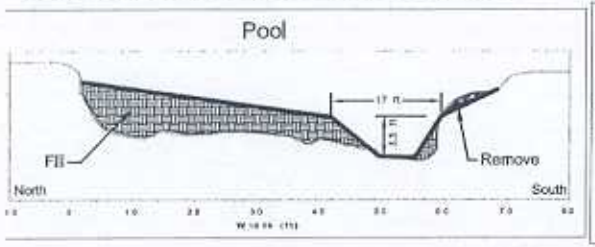
Cross-section (CC2) 0+203.00



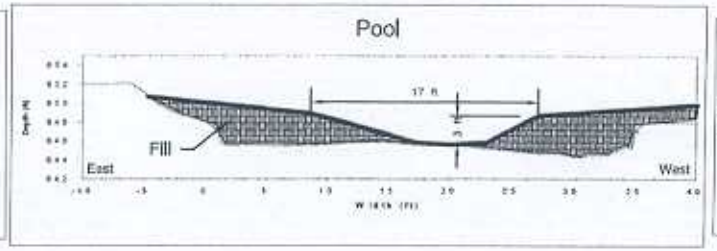
Cross-section (CC3) 0+398.00



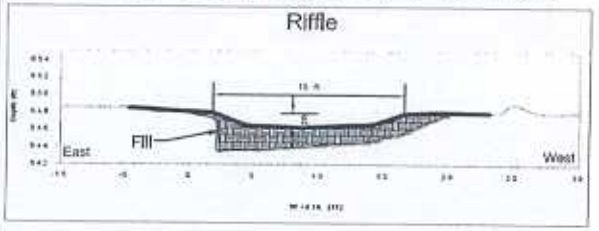
Cross-section (CC4) 0+528.00



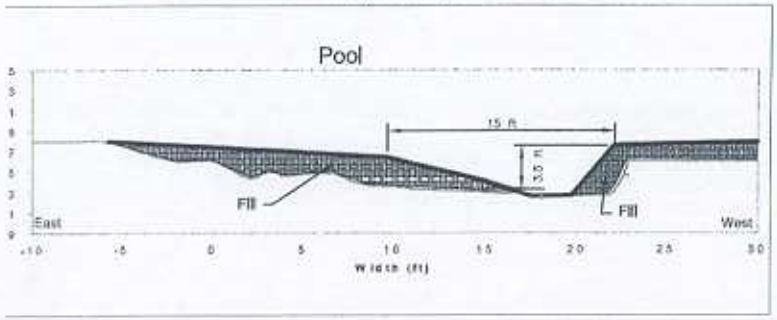
Cross-section (CC5) 0+741.00



Cross-section (CC6) 0+882.00



Cross-section (CC7) 1+068.00



Legend

- -Existing Channel
- -Proposed Channel
- -Fill Soil
- -Remove Soil

Design	D.D.	Checked	J.P.				
Drawn	D.D.	Checked	J.P.				
Date January 2007		Plot Date January 2007					
CAD FILE:							
2	Jan 2007	J.J.	Corrected proj. # and date				
1	Nov 1999	D.D.	Changed forms, added and removed notes.				
No.	Date	By	REVISIONS				

As Shown

APPROVALS

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State of Maine
Department of Transportation

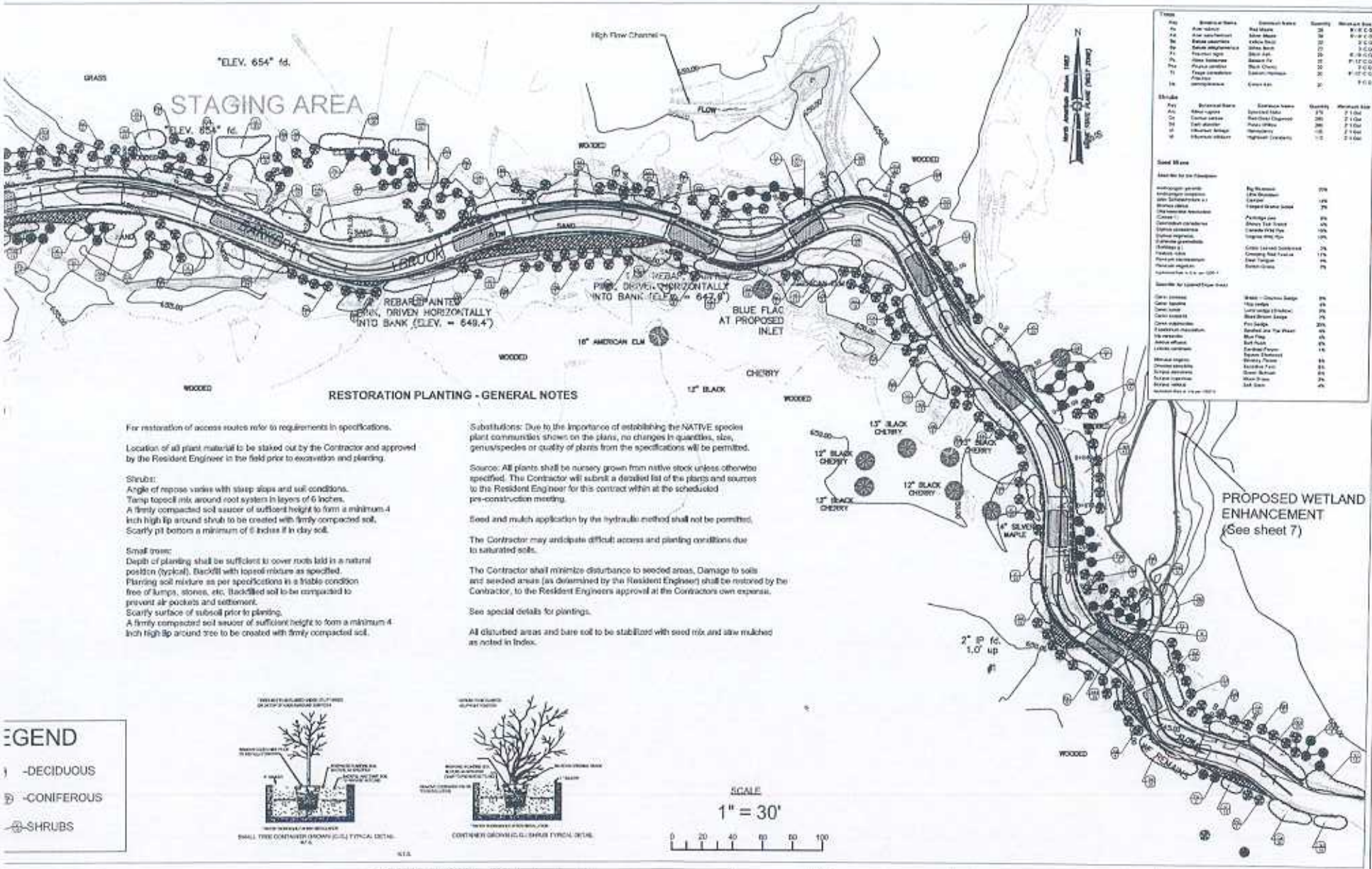
PARISH geomorphic

Barkers Brook

Cross-sections

PROJECT No. NH-9184(400)E

SHEET 8 of 10



RESTORATION PLANTING - GENERAL NOTES

For restoration of access routes refer to requirements in specifications.

Location of all plant material to be staked out by the Contractor and approved by the Resident Engineer in the field prior to excavation and planting.

Shrubs:
Angle of repose varies with steep slops and soil conditions.
Tamp topsoil mix around root system in layers of 6 inches.
A firmly compacted soil saucer of sufficent height to form a minimum 4 inch high lip around shrub to be created with firmly compacted soil.
Scarfy pit bottom a minimum of 6 inches if in clay soil.

Small trees:
Depth of planting shall be sufficient to cover roots laid in a natural position (typical). Backfill with topsoil mixture as specified.
Planting soil mixture as per specifications in a friable condition free of lumps, stones, etc. Backfilled soil to be compacted to prevent air pockets and settlement.
Scarfy surface of subsoil prior to planting.
A firmly compacted soil saucer of sufficient height to form a minimum 4 inch high lip around tree to be created with firmly compacted soil.

Substitutions: Due to the importance of establishing the NATIVE species plant communities shown on the plans, no changes in quantities, size, genus/species or quality of plants from the specifications will be permitted.

Source: All plants shall be nursery grown from native stock unless otherwise specified. The Contractor will submit a detailed list of the plants and sources to the Resident Engineer for this contract within at the scheduled pre-construction meeting.

Seed and mulch application by the hydraulic method shall not be permitted.

The Contractor may anticipate difficult access and planting conditions due to saturated soils.

The Contractor shall minimize disturbance to seeded areas. Damage to soils and seeded areas (as determined by the Resident Engineer) shall be restored by the Contractor, to the Resident Engineers approval at the Contractors own expense.

See special details for plantings.

All disturbed areas and bare soil to be stabilized with seed mix and straw mulched as noted in Index.

SMALL TREE CONTAINER GROWN (C.G.) TYPICAL DETAIL

CONTAINER GROWN (C.G.) SHRUB TYPICAL DETAIL

N.T.S.

SCALE
1" = 30'
0 20 40 60 80 100

EGEND
-DECIDUOUS
-CONIFEROUS
-SHRUBS

Design	C.C.	Checked	J.P.
Drawn	D.D.	Checked	J.P.
Date January 1998		Plot Date January 1998	
CAD FILE:			

No.	Date	By	REVISIONS
4	Jan 2002	J.J.	Corrected grid, if and line
3	Dec 2000	D.D.	Added tan marks
2	Jan 2000	D.D.	Removed notes
1	July 2000	D.D.	Added and changed notes

Scale: As Shown

APPROVALS

Signed _____ Date _____

State of Maine
Department of Transportation

PARISH geomorphic

Kleinschmidt

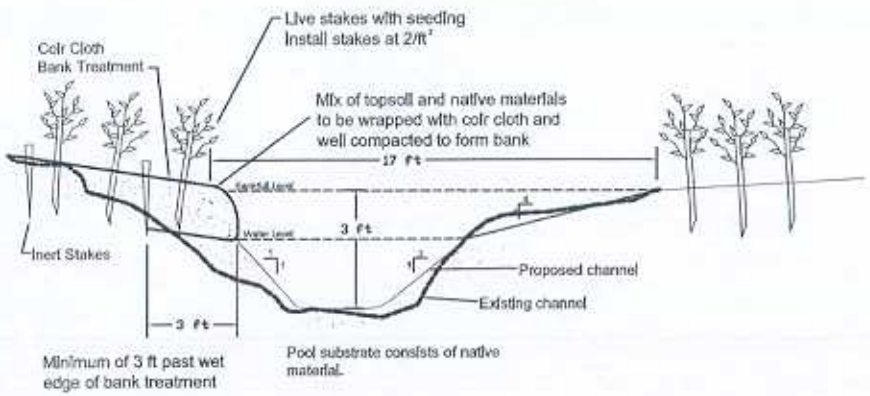
Barkers Brook

Planting Plan

PROJECT NO.: NH-9184(400)E

SHEET 9 OF 10

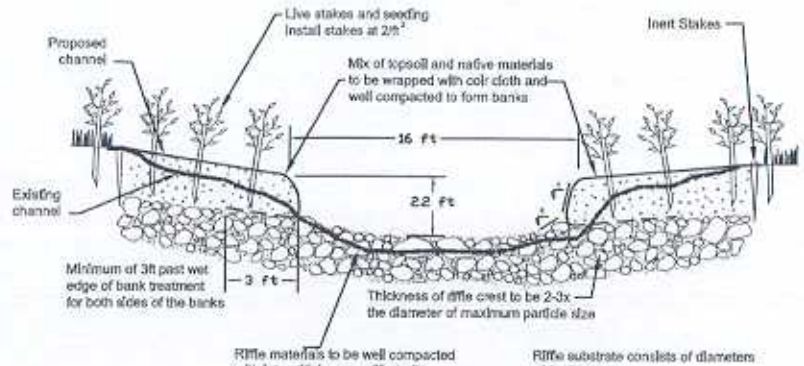
Pool Cross-section



*See Special Provisions

N.T.S.

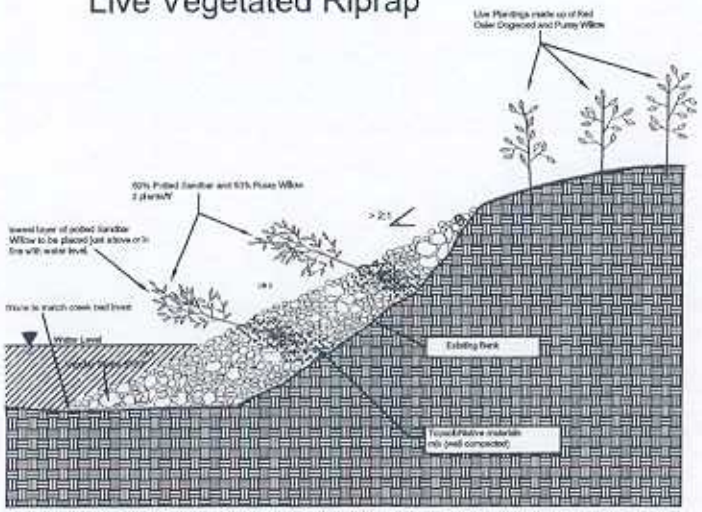
Riffle Cross-section



*See Special Provisions

N.T.S.

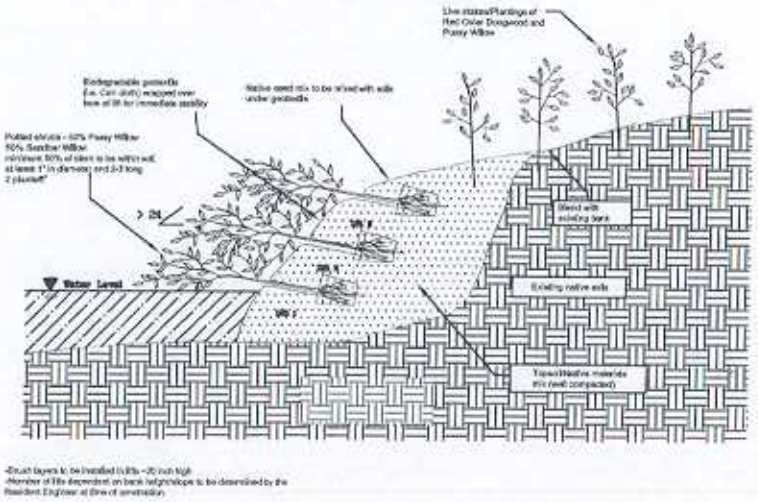
Live Vegetated Riprap



*See Special Provisions

N.T.S.

Live Brush Layering



*See Special Provisions

N.T.S.

Design	D.S.	Checked	J.P.
Drawn	D.D.	Checked	J.P.
Date January 1998		Plot Date January 1998	
CAD File:			

No.	Date	By	REVISIONS
4	Jan 2007	J.J.	Corrected proj. # and title
3	Dec 1999	D.D.	Changed and added notes in details.
2	Nov 1999	D.D.	Changed and added notes to details.
1	July 1999	D.D.	Changed and added notes.

Scale: As Shown

APPROVALS

Signed _____ Date _____

State of Maine
Department of Transportation

PARISH geomorphic

Barkers Brook

Details

PROJECT No.: NH-9184(400)E

SHT 10 of 10

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF TRANSPORTATION	) NATURAL RESOURCES PROTECTION
Bethel, Oxford County	) FRESHWATER WETLAND & STREAM
ROUTE 2 UPGRADE	) WATER QUALITY CERTIFICATION
L-23115-TH-A-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of the DEPARTMENT OF TRANSPORTATION (MDOT) with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In 2003, the applicant submitted two Natural Resources Protection Act Permit by Rule Notification Forms, Chapter 305, Section 11 State Transportation Facilities, for the end segments of the Route 2 reconstruction project. The applicant filled 7,106 square feet of wetlands of special significant, 3,037 square feet of forested freshwater wetlands and 1,078 square feet of stream channel associated with the first section of the project in Bethel. The applicant filled 2,313 square feet of freshwater wetlands of special significance and 333 square feet of stream channel associated with the Gilead section of the project.

B. Summary: The applicant is proposing to reconstruct the middle section of Route 2, bridging the gap between the two previously constructed ends. This gap section is approximately 6.16 miles long. The applicant intends to change the road alignment and change road grades to correct existing deficiencies and address safety concerns. The existing roadway does not meet highway safety standards. The applicant will reconstruct the existing bridges over the Pleasant River and the Wild River, and add rip rap around the existing bridge over Bog Brook. Existing culverts will be upgraded and/or replaced in seven streams, including Wheeler Brook. Fleming Road, a secondary road connecting to Route 2, will be re-aligned by installing a new culvert in Ordway Brook, removing the fill and culvert associated with the existing crossing and recreating 131 feet of new channel. The proposed project will fill approximately 34,069 square feet of freshwater wetlands of special significance, 21,737 square feet of forested freshwater wetlands, 13,956 square feet of stream channel and it will alter an additional 24,300 square feet of wet meadow wetland. To mitigate for impacts to both freshwater wetlands and streams, the applicant proposes to reconstruct approximately 1,140 linear feet of Barker's Brook, reconnect the brook to its floodplain and enhance a forested wetland, for a total of 2.56 acres of compensation. The applicant submitted plans outlining the proposed Route 2 project, the reconstruction of Ordway Brook and the proposed mitigation project along Barker's Brook. The project site is the segment of Route 2 between Bethel and Gilead.

Cumulative impacts for all three sections of the project total: 43,488 square feet of fill in freshwater wetlands of special significance, 24,774 square feet of fill in forested freshwater

wetlands, 15,367 square feet of altered stream channel and 24,300 square feet of alteration in a wet meadow wetland.

C. Current Use of the Site: The project site is Route 2, which carries east-west traffic in this part of the State. Barker's Brook crosses under the Sunday River Road and carries water to the Sunday River.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site.

The proposed project is located in Bog Brook, Ordway Brook, Wheeler Brook, the Pleasant River and the Wild River, which are public natural resources visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. Route 2 is the major east-west traffic route in this area. The surrounding land is a mixture of residential development and undeveloped forest. The applicant stated that the reconstructed road will have a similar appearance to the existing road. In some locations it will be wider or the grade will be different but from the adjoining scenic resources, the view will be unchanged.

Department staff visited the project site on July 27, 2006. The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

The applicant proposes to follow its Best Management Practices for Erosion and Sediment Control (BMP). Permanent erosion controls are shown on the submitted plans. MDOT will require the contractor to write an Erosion Control Plan outlining the temporary measures to be used during project construction. The Temporary Erosion Control Plan will be required to comply with Section II.B Guidelines for Sensitive Waterbodies in MDOT's BMP Manual. The contractor will also be required to submit the temporary erosion control plan to the applicant for review prior to project construction.

The applicant submitted a copy of the BMP manual, including Section II.B. Provided that the BMP manual is followed during project construction, the Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Maine Department of Inland Fisheries and Wildlife reviewed the proposed project and stated that there are no Essential or Significant Wildlife Habitats at the project site. The streams that will be impacted by this project contain a number of fish. To minimize impacts of the fisheries, IF&W stated that culvert installations should occur between July 1 and September 30 and that

fish passage should not be impeded. IF&W further stated that, to insure adequate fish passage, culverts should be imbedded 6 inches into the sediment. IF&W staff requested that the applicant notify them before construction of the new channel for Ordway Brook to set up a site visit and to inform them of the date of channel construction.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life provided that the culverts are installed between July 1 and September 30, that the culverts are imbedded in the stream bed at least 6 inches and that the applicant contacts IF&W to set up a site visit before the new channel for Ordway Brook is constructed and to inform IF&W of the date of construction for the new Ordway Brook channel.

5. WATER QUALITY CONSIDERATIONS:

The applicant proposes to install cofferdams and dewater the area of any poured pilings or abutments. The applicant also proposes to treat the affected water for pH in accordance with the Memorandum of Agreement between the applicant and the Department.

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to fill a total of 43,488 square feet of freshwater wetlands of special significance, 24,774 square feet of forested freshwater wetlands and 15,367 square feet of stream channel to reconstruct Route 2 between Bethel and Gilead. The applicant also proposes to alter an additional 24,300 square feet of wet meadow wetland to construct the proposed compensation project.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for an Individual permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternatives analysis for the proposed project as Exhibit 10 in the application. The results of the alternatives analysis indicate that the "do nothing" alternative is not feasible given the deficiencies in the roadway and safety concerns. The proposed alternative corrects the deficient sub base and pavement and improves sight distances, safety, and drainage and ride ability. The proposed alternative reduces shoulder width to minimize impacts to adjacent wetlands while still meeting the project purpose and need.

B. Minimal Alteration. The amount of freshwater wetland and streams to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant reduced the widths of the shoulders and increased the side slopes of fill. The applicant will utilize either 2:1 or 1.5:1 side slopes in the wetland and stream crossings. In cases where the slopes will be 1.5:1, they will be stabilized with rip rap and a guardrail will be installed at the shoulder. Bridges were designed to minimize the number of pilings in the water.

C. Compensation. In accordance with Chapter 310(5)(C), compensation is required to achieve the goal of no net loss of freshwater wetland and stream functions and values. The applicant submitted a functional assessment of the freshwater wetland along the project corridor. Many of the wetlands are associated with streams. The principal functions and values of the impacted wetlands include: Floodflow Alteration, Fish and Shellfish Habitat and Wildlife Habitat. To compensate for lost functions and values, the applicant proposes to restore a length of Barker's Brook by reconstructing the channel and increasing the connection with the floodplain. The applicant proposes to restore and enhance approximately 2.56 acres of stream habitat, floodplains and freshwater wetlands, including approximately 1,140 linear feet of brook, beginning at the downstream side of the Sunday River Road crossing and almost reaching the brook's confluence with the Sunday River.

The compensation project is described in a report prepared by Parish Geomorphic Ltd., entitled "Wetland Mitigation Plan" and dated April 2006. The applicant obtained construction easements from abutting property owners to do the restoration work and secured a conservation easement with the landowners to protect the area after construction. Access to the compensation site is from an adjacent wet meadow wetland. The applicant proposes to temporarily impact 24,300 square feet of wet meadow wetland for the staging area associated with the restoration project. A geotextile fabric will be placed between the surface of the wet meadow and any fill necessary to support the equipment. The fill and geotextile will be removed once construction is complete. The restoration area and the staging area will be monitored for a period of five years and an annual monitoring report submitted to the Department. The applicant also intends to submit an as-built plan of the compensation area to the Department along with the first year's monitoring report.

The Department finds that the applicant has avoided and minimized freshwater wetland and stream impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.

B. The proposed activity will not cause unreasonable erosion of soil or sediment provided that the project is constructed according to the applicant's Section II.B Guidelines for Sensitive Waterbodies in the BMP manual.

C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that stream culverts are installed between July 1 and September 30, that they are imbedded in the stream bed at least 6 inches and that the applicant contacts IF&W to set up a site visit before the new channel for Ordway Brook is constructed and to inform IF&W of the date of construction for the new Ordway Brook channel.

E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.

F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.

G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.

H. The proposed activity is not on or adjacent to a sand dune.

I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of the DEPARTMENT OF TRANSPORTATION to reconstruct Route 2 in Bethel and Gilead as outlined above, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.

2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.

3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

4. The project shall be constructed in accordance with the applicant's Section II.B Guidelines for Sensitive Waterbodies in its BMP manual.

5. Stream culverts shall be installed between July 1 and September 30 and shall be imbedded in the stream bed at least 6 inches.

6. The applicant shall contact IF&W to set up a site visit before the new channel for Ordway Brook is constructed and shall inform IF&W of the date of construction for the new Ordway Brook channel.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 8TH DAY OF November, 2006.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
DAVID P. LITTELL, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application June 2, 2006
Date of application acceptance June 22, 2006

Date filed with Board of Environmental Protection
DEH/ATS59539/L23115AN

FILED
NOV - 9 2006
BOARD OF ENVIRONMENTAL PROT.
STATE OF MAINE

NATURAL RESOURCE PROTECTION ACT (NRPA)
STANDARD CONDITIONS

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.

B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.

C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.

D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.

E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years form the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.

F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.

G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.

H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.

I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

Revised (4/92)
DEP LW0428

Erosion Control

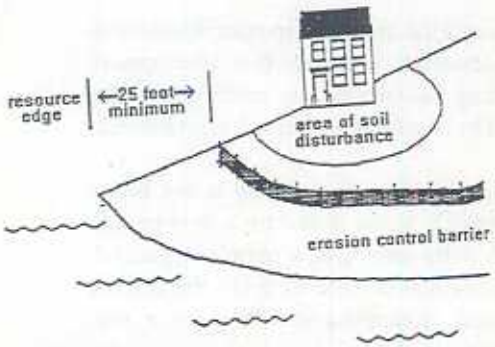
Before Construction

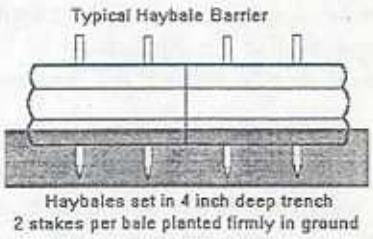
1. If you have hired a contractor, make sure you have discussed your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is and where it is located. Most people could identify the edge of a lake or a river. The edges of wetlands, however, are often not obvious. Your contractor may be the person actually pushing dirt around but you are both responsible for complying with the permit.

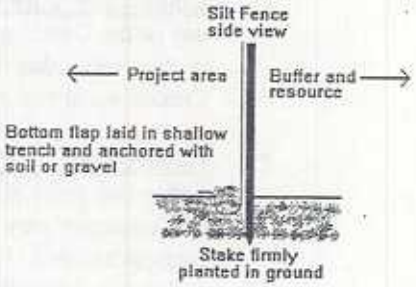
2. Call around and find sources for your erosion controls. You will probably need silt fence, hay bales and grass seed or conservation mix. Some good places to check are feed stores, hardware stores, landscapers and contractor supply houses. It is not always easy to find hay or straw during late winter and early spring. It may also be more expensive during those times of year. Plan ahead. Purchase a supply early and keep it under a tarp.

3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the activity.

4. If a contractor is installing the barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level along the land slope, whenever possible. This keeps stormwater from flowing to the lowest point of the barrier where it builds up and overflows or destroys it.







During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops striking the soil that causes a lot of erosion. More than 90% of erosion is prevented by keeping the soil covered.

2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. In that situation, stop work and figure out what can be done to prevent more soil from getting past the barrier.

After Construction

1. After the project is complete, replant the area. All ground covers are not equal. For instance, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high maintenance areas. The same mix would not be a good choice for stabilizing a road shoulder or a cut bank that you don't intend to mow.

2. If you finish your project after September 15, then do not spread grass seed. There is a very good chance that the seed will germinate and be killed by a frost before it has a chance to become established. Instead, mulch the site with a thick layer of hay or straw. In the spring, rake off the mulch and seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away.

3. Keep your erosion control barrier up and maintained until the area is permanently stabilized.

Environmental Summary Sheet

PIN #: 15619.00 **Town: Gilead**
Environmental Office Contact: Ben Condon (ben.condon@maine.gov) 592-0921
Coordination & Permits Manager: Matt Steele **Date Submitted: 4/7/09**
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: 7/1 through 9/30

☒ **NEPA Complete**

☒ Special Provision 656, Erosion Control Plan ☒ Special Provision 203, Dredge Spec and/or Hazardous Waste Spec