

**Updated 10/22/09**

# **FEDERAL PROJECT**

## **BIDDING INSTRUCTIONS**

### FOR ALL PROJECTS:

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

#### For a Paper Bid:

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

#### For an Electronic Bid:

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

### IN ADDITION, FOR FEDERAL AID PROJECTS:

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

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

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

# NOTICE

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

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto: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](mailto:Larry.Childs@maine.gov).**

# NOTICE

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

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

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

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

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

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

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

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

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

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

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

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

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

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

\_\_\_\_\_ and if the Department shall accept said bid

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

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

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

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

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

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

## Bidders:

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



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

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

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

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

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

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

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

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with your bid on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

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

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

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

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

## NOTICE

### **Maine Department of Transportation Disadvantaged Business Enterprise Program**

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

For FFY 2010 (October 1, 2009 through September 30, 2010), MaineDOT has established a DBE participation goal of 5.8% to be achieved through race/gender neutral means.

Interested parties may view MaineDOT's DBE goal setting methodology for the next 45 days during normal business hours (8-4, M-F) at the Maine Department of Transportation, Civil Rights Office, 16 State House Station, Augusta ME 04333-0016. Appointments may be scheduled by telephone at (207) 624-3066. The goal setting methodology is also available for viewing on the MaineDOT website: <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php>.

Public comment will be accepted for 45 days following the last date of publication. The public comment period will be complete on September 16<sup>th</sup>, 2009. The goal will be submitted for approval to the FHWA on August 1<sup>st</sup>, 2009. Updated goal will be submitted to FHWA, if necessary, based on public comment.

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

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

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

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

Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ BID DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

FEDERAL PROJECT PIN # \_\_\_\_\_ PROJECT LOCATION: \_\_\_\_\_

TOTAL DBE \_\_\_\_\_ % PARTICIPATION FOR THIS SUBMISSION

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

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

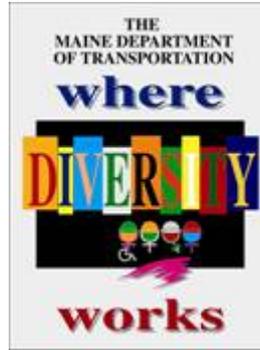
Equal Opportunity Use:

Form received: \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_

\_\_\_ Accepted      \_\_\_ Rejected \_\_\_\_\_

cc:  Contracts  Other \_\_\_\_\_

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



**Maine Department of Transportation  
Civil Rights Office**

**Directory of Certified Disadvantaged  
Business Enterprises**

**Listing can be found at:**

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

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

September 14, 2007

### **Vendor Registration**

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

<http://www.maine.gov/purchases/vendorinfo/vss.htm>

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

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Highway Reconstruction in the town of **Trenton**" 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 January 13, 2010 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a (Highway Construction prequalification), or project specific prequalification to be considered for the award of this contract. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. 16123.60, PIN. 016123.60

Location: In Hancock County, project is located on Rte.3 from approx. 1 mile south of the intersection of Rte's.3 & 204 extending approx. 0.62 miles.

Outline of Work: Highway Reconstruction 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](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** Joel Kittredge at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$54.00 (\$60.00 by mail). Half size plans \$27.00 (\$31.00 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

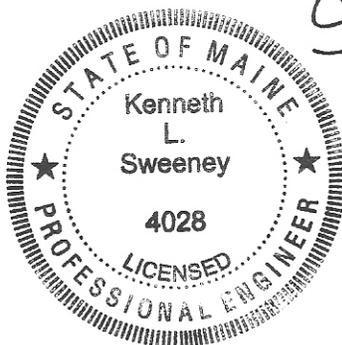
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$65,000.00 payable to Treasurer, State 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.

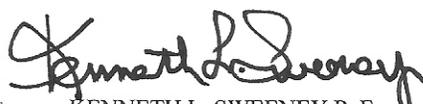
This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

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

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

Augusta, Maine  
December 16, 2009



  
KENNETH L. SWEENEY P. E.  
ACTING CHIEF ENGINEER

# NOTICE

All bids for Federal Projects opened after December 1, 2008 **MUST** be accompanied by the DBE Proposed Utilization form. If you are submitting an electronic bid, the DBE Utilization Form may be faxed to 207-624-3431.

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized representative

\_\_\_\_\_

(Name and Title Printed)

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 RURAL HIGHWAY CONSTRUCTION						
0010	201.11 CLEARING	1.000 AC				
0020	201.23 REMOVING SINGLE TREE TOP ONLY	8.000 EA				
0030	201.24 REMOVING STUMP	6.000 EA				
0040	202.11 REMOVING PORTLAND CEMENT CONCRETE PAVEMENT	7480.000 SY				
0050	202.202 REMOVING PAVEMENT SURFACE	14040.000 SY				
0060	203.20 COMMON EXCAVATION	12200.000 CY				
0070	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	50.000 CY				
0080	304.09 AGGREGATE BASE COURSE - CRUSHED	12660.000 CY				
0090	403.1021 TEXTURED ASPHALT PAVEMENT	320.000 SY				
0100	403.207 HOT MIX ASPHALT 19.0 MM HMA	2620.000 T				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	1680.000 T				
0120	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	170.000 T				
0130	403.213 HOT MIX ASPHALT 12.5 MM BASE	3430.000 T				
0140	409.15 BITUMINOUS TACK COAT - APPLIED	1310.000 G				
0150	411.09 UNTREATED AGGREGATE SURFACE COURSE	10.000 CY				
0160	534.71 PRECAST CONCRETE BOX CULVERT	LUMP	LUMP			
0170	603.16 15 INCH CULVERT PIPE OPTION I	410.000 LF				
0180	603.17 18 INCH CULVERT PIPE OPTION I	60.000 LF				
0190	603.179 18 INCH CULVERT PIPE OPTION III	190.000 LF				
0200	603.199 24 INCH CULVERT PIPE OPTION III	210.000 LF				
0210	605.09 6 INCH UNDERDRAIN TYPE B	110.000 LF				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	605.10 6 INCH UNDERDRAIN OUTLET	50.000 LF				
0230	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	613.000 LF				
0240	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	25.000 LF				
0250	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	1.000 EA				
0260	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	7.000 EA				
0270	606.356 UNDERDRAIN DELINEATOR POST	5.000 EA				
0280	606.47 SINGLE WOOD POST	10.000 EA				
0290	606.51 MULTIPLE MAILBOX SUPPORT	3.000 EA				
0300	606.79 GUARDRAIL 350 FLARED TERMINAL	3.000 EA				
0310	609.31 CURB TYPE 3	180.000 LF				
0320	609.34 CURB TYPE 5	2220.000 LF				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	609.35 CURB TYPE 5 - CIRCULAR	140.000 LF				
0340	610.08 PLAIN RIPRAP	310.000 CY				
0350	613.319 EROSION CONTROL BLANKET	1760.000 SY				
0360	615.07 LOAM	820.000 CY				
0370	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	28.000 UN				
0380	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	55.000 UN				
0390	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	22.000 UN				
0400	619.12 MULCH	105.000 UN				
0410	620.58 EROSION CONTROL GEOTEXTILE	500.000 SY				
0420	626.11 PRECAST CONCRETE JUNCTION BOX	4.000 EA				
0430	626.22 NON-METALLIC CONDUIT	200.000 LF				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	626.33 30 INCH FOUNDATION	EA 4.000				
0450	626.35 CONTROLLER CABINET FOUNDATION	EA 1.000				
0460	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	LF 13180.000				
0470	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	SF 550.000				
0480	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			
0490	629.05 HAND LABOR, STRAIGHT TIME	HR 30.000				
0500	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	HR 20.000				
0510	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	HR 40.000				
0520	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	HR 10.000				
0530	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	HR 10.000				
0540	639.18 FIELD OFFICE TYPE A	EA 1.000				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 016123.60

PROJECT(S): 016123.60

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	652.33 DRUM	20.000 EA				
0560	652.34 CONE	125.000 EA				
0570	652.35 CONSTRUCTION SIGNS	490.000 SF				
0580	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	108.000 CD				
0590	652.38 FLAGGER	7000.000 HR				
0600	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0610	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	990.000 SY				
0620	659.10 MOBILIZATION	LUMP	LUMP			
0630	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

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

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **16123.60** for **Highway Reconstruction** in the town of **Trenton**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2011**. 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. 16123.60 - Highway Reconstruction in the town of Trenton,**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

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

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **16123.60** for **Highway Reconstruction** in the town of **Trenton**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2011**. 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. 16123.60 - Highway Reconstruction in the town of Trenton,**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## CONTRACT AGREEMENT, OFFER & AWARD

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

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is           (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)            
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

**E. Certifications.**

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

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay**

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(Witness Sign Here)**  
Witness

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative of the Contractor)

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

CONTRACTOR

**G. Award.**

Your offer is hereby accepted. documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature .....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

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

ADDRESS .....

TELEPHONE.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

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

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

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

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

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS .....

.....

.....

TELEPHONE .....

.....

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

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

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

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

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

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

General Decision Number: ME080009 07/24/2009 ME9

Superseded General Decision Number: ME20070009

State: Maine

Construction Type: Highway

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

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

Modification Number	Publication Date
0	02/08/2008
1	06/06/2008
2	07/25/2008
3	06/12/2009
4	07/24/2009

ENGI0004-015 04/01/2009

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

\* SUME2000-008 10/24/2000

	Rates	Fringes
CARPENTER.....	\$ 11.60	1.51
Ironworkers:		
Structural.....	\$ 12.03	1.58
Laborers:		
Drillers.....	\$ 10.00	2.50
Flaggers.....	\$ 7.25	
Guardrail Installers.....	\$ 7.92	
Landscape.....	\$ 7.87	.16
Line Stripper.....	\$ 8.69	.23
Pipelayers.....	\$ 9.21	2.31
Rakers.....	\$ 9.00	1.51
Sign Erectors.....	\$ 10.00	
Unskilled.....	\$ 8.66	1.38
Wheelman.....	\$ 8.50	.43
Power equipment operators:		
Backhoes.....	\$ 11.87	2.05
Bulldozers.....	\$ 12.33	2.88

Cranes.....	\$ 14.06	1.75
Excavators.....	\$ 12.38	2.48
Graders.....	\$ 13.06	3.73
Loaders.....	\$ 11.41	2.87
Mechanics.....	\$ 13.18	2.57

## Truck drivers:

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

-----

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

=====

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

-----

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

-----

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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

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

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

=====

END OF GENERAL DECISION

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

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

**GENERAL INFORMATION**

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

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
Bangor Hydro-Electric Company	X		
Time Warner	X		
FairPoint	X		
University of Maine	X		

Temporary utility adjustments are **not** anticipated.

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

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

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

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

**Reasonable access to the pole locations must be provided by the contractor.**

**AERIAL**

***Summary:***

Utility	Pole Set	New Wires/Cables	Trans. Wires/Cables	Remove Poles	Estimated Working Days
Bangor Hydro-Electric Company	X	X		X	60
Time Warner			X		10
FairPoint		X	X		20
University of Maine			X		10
<b>Total:</b>					<b>100</b>

***Utility Specific Issues:***

**Bangor Hydro-Electric Company**

**Bob Peasley 973-2518**

Bangor Hydro-Electric Company has facilities within the project limits. Bangor Hydro intends to place new poles as per the pole list contained in this special provision. Bangor Hydro estimates **sixty** working days to set poles, run new cables, and after all transfers have been made, remove the old poles.

The three spot cuts/fills identified in the pole list must be completed prior to poles being set.

Any tree removal or tree trimming required within ten feet of the Bangor Hydro-Electric Company conductors must be done by a contractor qualified to work within ten feet of the conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of Bangor Hydro-Electric Company conductors may be obtained from Bob Peasley. He may be reached at 973-2518.

**University of Maine**

**Jeff Letourneau 561-3507**

The University of Maine has an aerial fiber cable within the limits of this project. The University estimates **ten** working days to transfer their cable to the new pole locations after Time Warner Cable has completed their work.

**Time Warner Cable**

**Alan Alexander 877-253-7321 x3511**

Time Warner has an aerial fiber cable within the limits of this project. Time Warner estimates **ten** working days to complete the transfers and installations to the new pole locations. Time Warner will begin their work after Bangor Hydro has completed their installations.

**FairPoint**

**Dave Leavitt 990-5239**

FairPoint has aerial cables within the limits of this project. After the University has completed their transfers, FairPoint will begin their work. FairPoint estimates **twenty** working days to complete their installations and transfers.

***Pole List:***

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
142S					<b>152+54</b>	<b>X</b>		<b>25</b>	Outside project limits
143S	154+07.9	<b>X</b>		25					
143	154+08.2		<b>X</b>	16	<b>154+08</b>		<b>X</b>	<b>32</b>	
144	155+83.1		<b>X</b>	20	<b>155+82</b>		<b>X</b>	<b>36</b>	
253/145	157+61.4		<b>X</b>	23	<b>157+47</b>		<b>X</b>	<b>39</b>	
931 1	158+92.6	<b>X</b>		155					
147	159+37.8		<b>X</b>	23	<b>159+38</b>		<b>X</b>	<b>38</b>	
148S	161+11.7	<b>X</b>		24	<b>161+12</b>	<b>X</b>		<b>42</b>	
148	161+12.1		<b>X</b>	19.8	<b>161+12</b>		<b>X</b>	<b>32</b>	
149	162+53.8		<b>X</b>	19.7	<b>162+53</b>		<b>X</b>	<b>35</b>	
	163+38.4	<b>X</b>		69.0					
253/150	163+93.1		<b>X</b>	19.8	<b>164+02</b>		<b>X</b>	<b>35</b>	
151	165+38.6		<b>X</b>	20.0	<b>165+42</b>		<b>X</b>	<b>32</b>	
152S	166+81.5	<b>X</b>		23.3	<b>167+00</b>	<b>X</b>		<b>56</b>	
152	166+83.1		<b>X</b>	22.1	<b>166+84</b>		<b>X</b>	<b>36.5</b>	<b>Cut - 2'</b>
153	167+64.5		<b>X</b>	26.3	<b>167+75</b>		<b>X</b>	<b>60</b>	
153S	167+78.6	<b>X</b>		23.8	<b>168+18</b>	<b>X</b>		<b>57</b>	
153	168+24.3		<b>X</b>	19.4					OMIT
154	169+68.2		<b>X</b>	19.4	<b>169+45</b>		<b>X</b>	<b>60</b>	
155	170+99.3		<b>X</b>	17.9	<b>170+67</b>		<b>X</b>	<b>60</b>	
	172+36.9	<b>X</b>		51.9					
156.1	172+38.0	<b>X</b>		35.6	<b>172+37</b>	<b>X</b>		<b>74</b>	
156	172+40.1		<b>X</b>	18.3					
156	172+43.3		<b>X</b>	17.5	<b>173+28</b>		<b>X</b>	<b>60</b>	
109/157	173+84.2		<b>X</b>	19.0					OMIT
158	175+27.9		<b>X</b>	19.0	<b>175+27</b>		<b>X</b>	<b>40</b>	
158S					<b>175+22</b>	<b>X</b>		<b>57</b>	
159	176+72.8		<b>X</b>	20.5	<b>176+73</b>		<b>X</b>	<b>41</b>	
159D	177+52.0	<b>X</b>		93.4					
253/160	178+44.5		<b>X</b>	17.7	<b>178+44</b>		<b>X</b>	<b>40</b>	
160S	178+49.1	<b>X</b>		23.3					
161	179+59.9		<b>X</b>	24.2	<b>180+21</b>		<b>X</b>	<b>24</b>	
161S					<b>180+21</b>	<b>X</b>		<b>34</b>	<b>Fill - 9'</b>
162	181+00.5		<b>X</b>	23.2					OMIT
162S	181+03.4	<b>X</b>		18.8					OMIT
163	182+46.9		<b>X</b>	25.6	<b>182+00</b>		<b>X</b>	<b>33</b>	<b>Fill - 3'</b>
164	183+93.3		<b>X</b>	23.4	<b>183+93</b>		<b>X</b>	<b>32.5</b>	

Town: **Trenton**  
 Project: **16123.60**  
 Date: **November 9, 2009**

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
262/165	185+02.7		X	23.4	<b>185+03</b>		X	<b>32</b>	
166					<b>186+51</b>		X	<b>32</b>	

SPECIAL PROVISION  
SECTION 105  
General Scope of Work

The Contractor shall relocate and stockpile several boulders located on the project. The Resident will identify which boulders to move and determine the new location. There are approx. 40 boulders at two locations to move. Relocating and stockpiling boulders will be paid for under the appropriate rental items.

**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

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

- (a) The section of highway under construction beginning at Sta. 152+90 and ending at Sta. 186+50 of the construction centerline plus approaches.
- (b) (Rte.3) The section of highway under construction beginning at Sta. 152+90 and ending at Sta. 186+50 of the new construction centerline plus approaches.

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

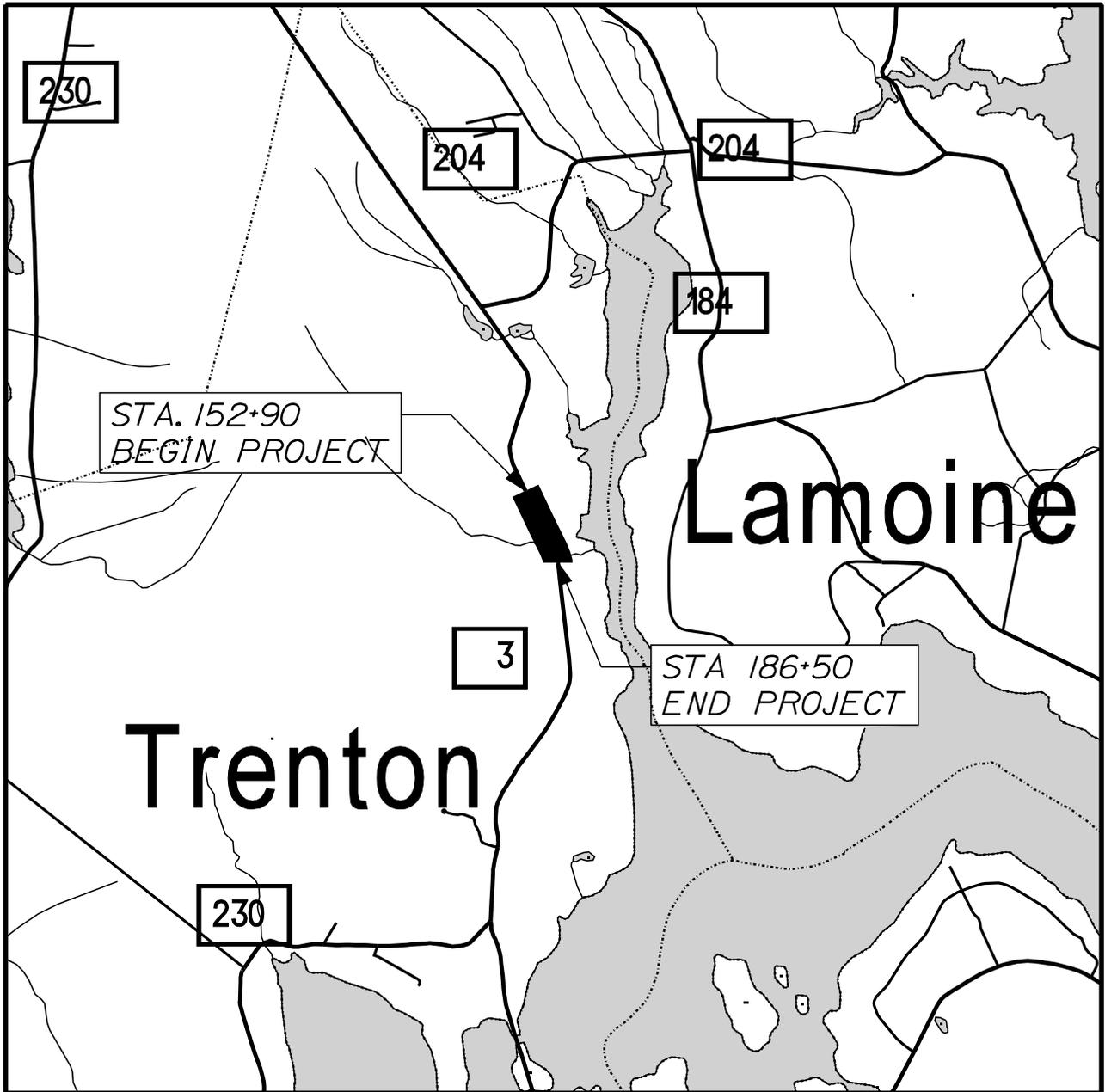
- A. Must be procured from the municipal officers for a construction area within that municipality;*
- B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*
  - (1) Withholding by the agency contracting the work of final payment under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

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

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

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

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



LOCATION MAP



Scale in Miles

**SPECIAL PROVISION 105**  
**OVERLIMIT PERMITS**

**Title 29-A § 2382 MRSA Overlimit Movement Permits.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

April 6, 1999

SPECIAL PROVISION  
SECTION 105  
CONTROL OF WORK  
(Cooperation Between Contractors)

It is hereby brought to the Contractor's attention that the Department has awarded and plans to award contracts adjacent to the limits of this contract, which may be in progress simultaneously.

The Contractor shall cooperate with other Contractors at all times and provide project access as necessary and as directed by the Resident.

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

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

I. In-Water Work shall not be allowed between the dates of 10/1 and 7/14.  
**(In-Water work is allowed from 7/15 to 9/30.)**

II. In-Water work window applies to the following water bodies at the following station #'s:

1. Crippens Brook – (Route 3) – Sta. 180+75 Lt. & Rt.
2. Crippens Brook – (Access Rd. – Sta. 30+75 Lt. & Rt.

III. Special Conditions:

1. Solid Waste Management Regulations of the State of Maine shall be adhered to regarding all wood waste, construction and demolition debris. Unusable material will be disposed of off site at an approved facility. The following facilities are currently in compliance with Maine regulations: Pine Tree Waste’s facility in Hampden, DM&J Enterprises facility in Winterport, and Norridgewock has a solid waste facility as well.
2. Prior to the start of construction, the location of the stormwater buffers shall be permanently marked on the ground.
3. Prior to the start of construction, the applicant shall conduct a pre-construction meeting. This meeting shall be attended by the applicant’s representative, DEP staff, the design engineer and the contractor.

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: All permit conditions must be adhered to in addition to the above special provisions. Regulatory Review and Approval is required to modify the existing In-Water work window.

Trenton  
16123.60  
Nov. 23, 2009

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

The Contractor shall maintain two way traffic at all times between the hours of 6:00am and 7:00pm.

Temporary lane closures will be allowed at night between the hours of 7:00pm and 6:00am.

The Contractor will be charged \$500.00 for every ½ hour or partial ½ hour that the lane closure is in place contrary to the above limitations. Each violation will be considered as a traffic violation as per Special Provision 652 and subject to additional penalty.

Trenton  
16123.60  
Nov. 17, 2009

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

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

SPECIAL PROVISION

SECTION 107

TIME

(Scheduling of Work – Projected Payment Schedule)

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

SPECIAL PROVISION  
SECTION 107  
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

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

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

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

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

SPECIAL PROVISION  
SECTION 107

TIME

(Limitation of Operations)

and

(Supplemental Liquidated Damages)

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

Where existing pavement is excavated or covered by fill as a part of the general grading operations prior to November 1, 2010, the binder course of the hot mix asphalt pavement shall be installed and completed on or before November 1, 2010. Supplemental liquidated damages shall be assessed the Contractor in the amount of One Thousand Dollars (\$1000.00) per day for each calendar day, beginning November 2, 2010 that above stated binder course remains incomplete. This assessment of supplemental liquidated damages shall be in addition to the liquidated damages per calendar day, as specified in Section 107 of the Standard Specifications.

Assessments of Supplemental Liquidated Damages shall cease on November 15, 2010.

Grading operations which excavate or fill over existing pavement being used to carry traffic shall be suspended on November 1, 2010 and not be resumed until the Spring of 2011.

**Special Provision**  
**Section 107**  
**Prosecution and Progress**  
**(Contract Time)**

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

**The completion date for this contract is June 30, 2011.**

**The contractor shall not carry on construction operations on Sundays or Holidays as per Section 107.3.3.**

**All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.**

**Flaggers shall not stop Rte.3 traffic in order to let construction traffic merge into mainline flow of traffic. The Contractor shall address this issue in their Traffic Control Plan.**

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

**SPECIAL PROVISION**  
**SECTION 108**  
**PAYMENT**  
(Asphalt Escalator)

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

- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.2081 Hot Mix Asphalt - 12.5 mm (PG 70-28)
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.2102 Hot Mix Asphalt - 9.5 mm
- Item 403.211 Hot Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course PG 70-28)
- Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
- Item 461.13 Maintenance Surface Treatment

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

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

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

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

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

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

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(Dredge Materials)

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

Work associated with the Chippen Brook Box Culvert Extension will require the excavation of select Dredge Material. It is anticipated that less than 100-cubic yards of Dredge Material will be excavated. It is acknowledged that the excavation of Dredge for this work may include some boulders. There is onsite Beneficial Use for all of the Dredge Materials.

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

The contractor shall Beneficially Use all Dredge Material excavated at the Chippen Brook Box Culvert Extension in an area adjacent to and draining into the dredged water body. No more than 100-cubic yards of Dredge Material may be excavated.

CONSTRUCTION REQUIREMENTS

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

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

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

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

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT

Delete the entire Section 203.041 and replace with the following:

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

Methods of utilization may be any of the following:

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

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

**SPECIAL PROVISIONS**  
**SECTION 304**  
**AGGREGATE BASE and SUBBASE COURSE**  
**(Aggregate Base)**

If the Contractor wishes to route public traffic over the completed Aggregate Base Course for a period of time greater than 48 hours, the Aggregate Base Course shall be constructed with a minimum 50 mm [2 in] surcharge above the design grade. Surcharge shall be constructed with material meeting the requirements of Section 703.06 and it shall be placed on all the Aggregate Base Course subjected to public traffic. When the surcharge is removed, it may be placed in driveways, sidewalks, approach roads, or the outer portions of the shoulders. Removal of the surcharge shall be followed immediately in succession by the fine grading of the aggregate base and construction of the next course.

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

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

SPECIAL PROVISION  
DIVISION 400  
PAVEMENTS

SECTION 401 - HOT MIX ASPHALT PAVEMENT

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

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

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

401.021 Recycled Asphalt Materials Recycled Asphalt Pavement (RAP) may be introduced into the mixture at percentages approved by the Department. If approved by the Department, the Contractor shall provide documentation stating the source, test results for average residual asphalt content, and stockpile gradations showing RAP materials have been sized to meet the maximum aggregate size requirements of each mix designation. The Department will obtain samples for verification and approval prior to its use.

In the event that RAP source or properties change, the Contractor shall notify the Department of the change and submit new documentation stating the new source or properties a minimum of 72 hours prior to the change to allow for obtaining new samples and approval.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), and mineral filler if required. HMA shall be designed and tested according to AASHTO R35 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 15% reclaimed asphalt pavement (RAP) in any base, binder, surface, or shim course. The Contractor may be allowed to use more than 15% RAP, up to a maximum of 25% RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix for shimming and where required, a non-RAP design for bridge decks. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each sieve size within the limits shown in section 703.09. The mixture shall be designed and produced, including all production tolerances, to comply with the allowable control points for the particular type of mixture as outlined in 703.09. The JMF shall state the original source, gradation, and percentage to be used of each portion of the aggregate including RAP when utilized, and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

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

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

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

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

TABLE 1: VOLUMETRIC DESIGN CRITERIA

Design ESAL's (Millions)	Required Density (Percent of G <sub>mm</sub> )			Voids in the Mineral Aggregate (VMA)(Minimum Percent)					Voids Filled with Binder (VFB) (Minimum %)	Fines/Eff. Binder Ratio
				Nominal Maximum Aggregate Size (mm)						
	N <sub>initial</sub>	N <sub>design</sub>	N <sub>max</sub>	25	19	12.5	9.5	4.75		
<0.3	≤91.5	96.0	≤98.0	13.0	14.0	15.0	16.0	16.0	70-80	0.6-1.2
0.3 to <3	≤90.5								65-80	
3 to <10	≤89.0								65-80*	
10 to <30										
≥ 30										

- \*For 9.5 mm nominal maximum aggregate size mixtures, the maximum VFB is 82.
- \*For 4.75 mm nominal maximum aggregate size mixtures, the maximum VFB is 84.

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

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

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

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Mix Asphalt Pavement, the PGAB shall be 64-28, except that for mixtures containing greater than 15% but no more than 25% RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26 Certifying Suppliers of PGAB. The Contractor shall request approval from the Department for a change in PGAB supplier or source by submitting documentation stating the new supplier or source a minimum of 24 hours prior to the change. In the event that the PGAB supplier or source is changed, the Contractor shall make efforts to minimize the occurrence of PGAB co-mingling.

401.06 Weather and Seasonal Limitations The State is divided into two paving zones as follows:

- a. Zone 1 Areas north of US Route 2 from Gilead to Bangor and north of Route 9 from Bangor to Calais.
- b. Zone 2 Areas south of Zone 1 including the US Route 2 and Route 9 boundaries.

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

Hot Mix Asphalt Pavement used for curb, driveways, sidewalks, islands, or other incidentals is not subject to seasonal limitations, except that conditions shall be satisfactory for proper handling and finishing of the mixture. All mixtures used for curb, driveways, sidewalks, islands, or other incidentals shall conform to section 401.04 - Temperature Requirements. Unless otherwise specified, the Contractor shall not place Hot Mix Asphalt Pavement on a wet or frozen surface and the air temperature shall be 4°C [40°F] or higher.

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

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

## 401.07 Hot Mix Asphalt Plant

401.071 General Requirements HMA plants shall conform to AASHTO M156.

a. Truck Scales When the hot mix asphalt is to be weighed on scales meeting the requirements of Section 108 - Payment, the scales shall be inspected and sealed by the State Sealer as often as the Department deems necessary to verify their accuracy.

Plant scales shall be checked prior to the start of the paving season, and each time a plant is moved to a new location. Subsequent checks will be made as determined by the Resident. The Contractor will have at least ten 20 Kg [50 pound] masses for scale testing.

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

The batch plant shall accurately proportion the various materials in the proper order by weight. The entire batching and mixing cycle shall be continuous and shall not require any manual operations. The batch plant shall use auxiliary interlock circuits to trigger an audible alarm whenever an error exceeding the acceptable tolerance occurs. Along with the alarm, the printer shall print an asterisk on the delivery slip in the same row containing the out-of-tolerance weight. The automatic proportioning system shall be capable of consistently delivering material within the full range of batch sizes. When RAP is being used, the plant must be capable of automatically compensating for the moisture content of the RAP.

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

401.073 Automatic Ticket Printer System on Automatic HMA Plant An approved automatic ticket printer system shall be used with all approved automatic HMA plants. The requirements for delivery slips for payment of materials measured by weight, as given in the following Sections, shall be waived: 108.1.3 a., 108.1.3 b., 108.1.3 c., and 108.1.3 d. The automatic printed ticket will be considered as the Weight Certificate.

The requirements of Section 108.1.3 f. - Delivery Slips, shall be met by the weigh slip or ticket, printed by the automatic system, which accompanies each truckload, except for the following changes:

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

401.074 Weight Checks on Automatic HMA Plant At least twice during each 5 days of production either of the following checks will be performed:

a. A loaded truck may be intercepted and weighed on a platform scale that has been sealed by the State Sealer of Weights and Measures within the past 12 months. Whenever the discrepancy in net weights is greater than 1.0%, but does not exceed 1.5%, the plant inspector will notify the producer to take corrective action; payment will still be governed by the printed ticket.

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

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

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

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of approved release agent to prevent the mixture from adhering to the bodies. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

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

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

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

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

The Contractor shall place Hot Mix Asphalt Pavement on the main line with a paver using an automatic grade and slope controlled screed, unless otherwise authorized by the Department. The controls shall automatically adjust the screed and increase or decrease the layer thickness to compensate for irregularities in the preceding course. The controls shall maintain the proper transverse slope and be readily adjustable so that transitions and superelevated curves can be properly paved. The controls shall operate from a fixed or moving reference such as a grade wire or ski type device (floating beam) with a minimum length of 10 m [30 ft], a non-contact grade control with a minimum span of 7.3 m [24 ft], except that a 12 m [40 ft] reference shall be used on Expressway projects.

The Contractor shall operate the paver in such a manner as to produce a visually uniform surface texture and a thickness within the requirements of Section 401.101 - Surface Tolerances. The paver shall have a receiving hopper with sufficient capacity for a uniform spreading operation and a distribution system to place the mixture uniformly, without segregation in front of the screed. The screed assembly shall produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture. Pavers with extendible screeds shall have auger extensions and tunnel extenders as per the manufacturer's recommendations, a copy of which shall be available if requested.

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

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

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

401.10 Rollers Rollers shall be static steel, pneumatic tire, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

The Contractor shall repair or replace any roller found to be worn or defective, either before or during placement, to the satisfaction of the Department. Rollers that produce grooved, unevenly textured or non-uniform mat will be repaired or replaced before continuing to place HMA on MaineDOT projects.

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

- a. On variable-depth courses, the first lift of pavement over gravel, reclaimed pavement, an irregular surface, or on bridges, at least one roller shall be 14.5 Mg [16 ton] pneumatic-tired. Unless otherwise allowed by the Resident, pneumatic-tired rollers shall be equipped with skirting to minimize the pickup of HMA materials from the paved surface. When required by the Resident, the roller shall be ballasted to 18.1 Mg [20 ton].
- b. Compaction with a vibratory or steel wheel roller shall precede pneumatic-tired rolling, unless otherwise authorized by the Department.
- c. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.
- d. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

The maximum operating speed for a steel wheel or pneumatic roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

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

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

The Contractor shall correct variations exceeding 6 mm [ $\frac{1}{4}$  in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 10 foot straightedge for the Departments use.

401.11 Preparation of Existing Surface The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material. When the surface of the existing base or pavement is irregular, the Contractor shall bring it to uniform grade and cross section. All surfaces shall have a tack coat applied prior to placing any new HMA course. Tack coat shall conform to the requirements of Section 409 – Bituminous Tack Coat, Section 702 – Bituminous Material, and all applicable sections of the contract.

401.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

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

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

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

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

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

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.

On roadways with adjoining lanes carrying traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

401.16 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents. Solvents designed to strip asphalt binders from aggregates will not be permitted as release agents on equipment, tools, or pavement surfaces.

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

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area.

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

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

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

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

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

The Contractor shall apply a coating of emulsified asphalt immediately before paving all joints to the vertical face and 75 mm [3 in] of the adjacent portion of any pavement being overlaid except those formed by pavers operating in echelon. The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement, or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items.

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

Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to The Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

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

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing & transportation including process for ensuring that truck bodies are clean and free of debris or contamination that could adversely affect the finished pavement
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement. Solvent based agents developed to strip asphalts from aggregates will not be allowed as release agents.
- l. Examples of Quality Control forms including a daily plant report and a daily paving report
- m. Silo management and details (can show storage for use on project of up to 36 hours)
- n. Provisions for varying mix temperature due to extraordinary conditions
- o. Name and responsibilities of the Responsible onsite Paving Supervisor
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and the Maine DOT Policies and Procedures for HMA Sampling and Testing.
- r. A note detailing conditions under which the percent of RAP will vary from that specified on the JMF.
- s. A detailed procedure outlining when production will be halted due to QC or Acceptance testing results.
- t. A plan to address the change in PGAB source or supplier and the potential co-mingling of differing PGAB's.
- u. A procedure to take immediate possession of acceptance samples once released by MaineDOT and deliver said samples to the designated acceptance laboratory.

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

- a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Quality Assurance Technologist certified by the New England Transportation Technician Certification Program (NETTCP).
  
- b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.
  
- c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

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

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [125 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [250 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [500 ton]	AASHTO T 312*
Gradation	1 per 500 Mg [500 ton]	AASHTO T30
PGAB content	1 per 500 Mg [500 ton]	AASHTO T164 or T308
Voids at $N_{design}$	1 per 500 Mg [500 ton]	AASHTO T 312*
Voids in Mineral Aggregate at $N_{design}$	1 per 500 Mg [500 ton]	AASHTO T 312*
Rice Specific Gravity	1 per 500 Mg [500 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 5000 Mg [5000 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 5000 Mg [5000 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 5000 Mg [5000 ton]	AASHTO T304

. \*Method A and B only

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

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

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

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

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

The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below. The UCL and LCL, shall not exceed the allowable control points for the particular type of mixture as outlined in Table 1 of section 703.09

TABLE 3: Control Limits

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

\*Based on AASHTO T 308

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

- a. Method A: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
- b. Method B: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.90.

- c. Method C: The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, percent passing the nominal maximum sieve, percent passing 2.36 mm sieve, percent passing 0.300 mm sieve or percent passing 0.075 mm sieve using all Acceptance or all available Quality Control tests for the current lot is less than 0.85.
- d. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria in Section 703.07 for the design traffic level.
- e. Each of the first 2 control tests for a Method A or B lot fall outside the upper or lower limits for VMA, Voids @  $N_d$ , or Percent PGAB; or under Method C, each of the first 2 control tests for the lot fall outside the upper or lower limits for the nominal maximum, 2.36 mm, 0.300 mm or 0.075 mm sieves, or percent PGAB.
- f. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- g. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- h. The Contractor fails to follow the approved QCP.
- i. The Contractor's control chart shows the process to be out of control (defined as a single point outside of the control limits on the running average of three chart.) on any property listed in Table 3: Control Limits.

The Contractor shall immediately notify the Resident in writing as to the reason for shutdown, as well as the proposed corrective action. Failure to do so will be treated as a second incident under 106.4.6 QCP Non-compliance. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the specification limits.

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

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

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

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

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

TABLE 4: ACCEPTANCE CRITERIA

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

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

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

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

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

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

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

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

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

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

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

There shall be no pay adjustment for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

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

TABLE 5: METHOD A ACCEPTANCE LIMITS

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

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

TABLE 6: METHOD B ACCEPTANCE LIMITS

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

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

TABLE 7: METHOD C ACCEPTANCE LIMITS

Property	USL and LSL
Passing 4.75 mm and larger sieves	Target +/-7%
Passing 2.36 mm to 1.18 mm sieves	Target +/-5%
Passing 0.60 mm	Target +/-4%
Passing 0.30 mm to 0.075 mm sieve	Target +/-2%
PGAB Content	Target +/-0.4%
Air Voids	4.0% +/-1.5%
Fines to Effective Binder	0.6 to 1.2
Voids in the Mineral Aggregate	LSL Only from Table 1
Voids Filled with Binder	Table 1 values plus a 4% production tolerance for USL only
% TMD (In place density)	95.0% +/- 2.5%

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

**TABLE 8: METHOD D ACCEPTANCE LIMITS**

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

**TABLE 8b Method "D" Price Adjustments**

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

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

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

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

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

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

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

**401.221 Pay Adjustment** The Department will sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with Section 106 - Quality and Section 401.20 - Acceptance, of this Specification.

**401.222 Pay Factor (PF)** The Department will use the following criteria for pay adjustment using the pay adjustment factors under Section 106.7 - Quality Level Analysis:

Density If the pay factor for Density falls below 0.80 for Method A or C or 0.86 for Method B, all of the cores will be randomly recut by Sublot. A new pay factor will be calculated that combines all initial and retest results. If the resulting pay factor is below 0.80 for Method A or C or below 0.86 for Method B, the entire Lot shall be removed and replaced with material meeting the specifications at no additional cost to the Department, except that the Department may, when it appears that there is a distinct pattern of defective material, isolate any defective material by investigating each mix sample subplot and require removal of defective mix sample sublots only, leaving any acceptable material in place if it is found to be free of defective material. Pay factors equal to or greater than the reject level will be paid accordingly.

Gradation For HMA evaluated under Acceptance Method A or B, the Department will determine a composite pay factor (CPF) using applicable price adjustment factors “f” from Table 9: Table of Gradation Composite “f” Factors, and Acceptance limits from Table 5: Method A Acceptance Limits, for Method A or Table 6: Method B Acceptance Limits, for Method B. The Department will not make price adjustments for gradation on Methods A and B, but will monitor them as shutdown criteria.

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

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

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

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

The following variables will be used for pay adjustment:

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

Pay Adjustment Method A

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

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

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

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

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

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

#### Pay Adjustment Method B

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

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

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

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

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

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

#### Pay Adjustment Method C

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

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

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

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

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

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

#### Pay Adjustment Method D

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

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

a. Dispute Resolution sampling At the time of Hot-Mix Asphalt sampling, the Department will obtain a split sample of each Acceptance test random sample for possible dispute resolution testing. The Contractor shall also obtain a split sample of the HMA at this same time. If the Contractor wishes to retain the option of requesting dispute testing of the initial Acceptance sample, the Contractor will test their split of the

Acceptance sample and shall report their results to the Resident, with a copy to the QA Engineer at the Central Laboratory in Bangor by 7:00 AM, on the second working day from time of QA sampling, otherwise dispute resolution will not be initiated. The Department's dispute resolution split sample will be properly labeled and stored for a period of not more than two weeks, or until the sample is tested.

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

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

c. Disputable items The Contractor may dispute any or all of the following Method A or B test results when the difference between the Department's value and the Contractor's value for that test equals or exceeds the corresponding allowable variation in Table 10: Dispute Resolution Variance Limits, PGAB content,  $G_{mb}$ , and  $G_{mm}$ . In addition, if the allowable variation for these tests is not met or exceeded, the Contractor may dispute either or both of the following material properties provided the difference between results for them equals or exceeds the corresponding allowable variation in Table 10: Voids at  $N_{design}$ , and VMA.

For Method C only: The results for PGAB content and the screen sizes used for pay adjustment may be disputed.

d. Outcome The value of any disputed result or property reported for the initial Acceptance sample shall stand if the value reported for the dispute resolution sample is not closer to the value the Contractor reported for their split sample than to the value reported for the initial Acceptance sample. If the value reported for the dispute resolution falls precisely half-way between the other two values the value reported for the dispute resolution will replace the original acceptance value. Otherwise, the value reported for the dispute resolution sample will replace the value reported for the initial Acceptance sample, and will be used to re-calculate any other affected results or properties.

TABLE 10: DISPUTE RESOLUTION VARIANCE LIMITS

PGAB Content	+/-0.4%
G <sub>mb</sub>	+/-0.030
G <sub>mm</sub>	+/-0.020
Voids @ N <sub>d</sub>	+/-0.8%
VMA	+/-0.8%
Passing 4.75 mm and larger sieves	+/- 4.0%
Passing 2.36 mm to 0.60 mm sieves	+/- 3.0%
Passing 0.30 mm to 0.15	+/- 2.0 %
0.075 mm sieve	+/- 1.0%

## SECTION 402 - PAVEMENT SMOOTHNESS

402.00 Smoothness Projects Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box

402.01 Pavement Smoothness The final pavement surface shall be evaluated for smoothness using a Class I or Class II profiler as defined by ASTM E950 (94). Smoothness measurements will be expressed in terms of the International Roughness Index (IRI) as defined by the World Bank, in units of inches/mile.

402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If equal to or greater than one-half the normal lot size, it will be tested as a separate lot.

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

- Bridge decks and joints (no smoothness measurements will be taken within 30 m [100 ft] of bridge joints)
  - Acceleration and deceleration lanes
  - Shoulders and ramps
  - Side streets and roads
  - Within 30 m [100 ft] of transverse joints at the beginning and end of the project
  - Within 30 m [100 ft] of railroad crossings
  - Urban areas with speed limits of 50 kph [30 mph] or lower
- Each lot shall have 2 measurements made in each wheel path. The average of the 4 measurements will determine the smoothness for that lot.

The smoothness measurements will be statistically evaluated for pay factors as described in Subsection 106.7 - Quality Level Analysis, using the specification limits shown below.

ACCEPTANCE LIMITS

Level	USL
I	0.95 m/km [60 in/mile]
II	1.10 m/km [70 in/mile]
III	1.25 m/km [80 in/mile]

Computation of Smoothness Pay Adjustment:

$$PA = (PF-1.0)(Q)(P)$$

where:

Q = Quantity of surface course in the Lot (excluding shoulders, side streets, bridge decks, ramps, acceleration and deceleration lanes)

PF = smoothness pay factor for the Lot

P = Contract unit price for surface pavement

PA = pay adjustment

402.04 Unacceptable Work In the event that any Lot is found to have a pay factor less than 0.80, the Contractor shall take whatever remedial action is required to correct the pavement surface in that Lot at no additional expense to the Department. Such remedial action may include but is not limited to removal and replacement of the unacceptable pavement. In the event remedial action is necessary, the Contractor shall

submit a written plan to the Resident outlining the scope of the remedial work. The Resident must approve this plan before the remedial work can begin. Following remedial work, the Lot shall be retested, and will be subject to the specification limits listed above. The resulting pay factor, if within the acceptable range, will be used in the final pay adjustment. The Contractor shall pay the cost of retesting the pavement following corrective action.

Localized surface tolerance defects will be subject to the provisions outlined in Section 401.101 Surface Tolerances.

Payment will be made under:

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

SECTION 403 - HOT BITUMINOUS PAVEMENT

403.01 Description This work shall consist of constructing one or more courses of bituminous pavement on an approved base in accordance with these specifications, and in reasonably close conformity with the lines, grades, thickness and typical cross sections shown on the plans or established.

The bituminous pavement shall be composed of a mixture of aggregate, filler if required, and bituminous material.

403.02 General The materials and their use shall conform to the requirements of Section 401 - Hot Mix Asphalt Pavement.

403.03 Construction The construction requirements shall be as specified in Section 401 - Hot Mix Asphalt Pavement.

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

- a. The mixture shall be composed of aggregate, PGAB and mineral filler but no recycled asphalt pavement and placed in courses as specified in the Special Provisions.
- b. The bottom course shall be placed with an approved rubber mounted bituminous paver of such type and operated in such a manner that the membrane waterproofing will not be damaged in any way.
- c. The top course shall not be placed until the bottom course has cooled sufficiently to provide stability.
- d. The Contractor will not be required to cut sample cores from the compacted pavement on the bridge deck.
- e. After the top course has been placed, the shoulder areas shall be sealed 1 meter [3 ft] wide with two applications of an emulsified bituminous sealer meeting the requirements of Section 702.12 - Emulsified Bituminous Sealing Compound. The first application shall be pre-mixed with fine, sharp sand, similar to mortar sand, as needed to fill all voids in the mix in the area being sealed. The second application may be applied without sand. The sealer shall be carried to the curb at the gutter line in sufficient quantity to leave a bead or fillet of material at the face of the curb. The area to be sealed shall be clean, dry and the surface shall be at ambient temperature.
- f. The furnishing and applying of the required quantity of sealer for the bridge shoulder areas shall be incidental to placing the hot bituminous pavement.
- g. The atmospheric temperature for all courses on bridge decks shall be 10°C [50°F] or higher.

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

403.05 Basis of Payment The accepted quantities of hot bituminous pavement will be paid for at the contract unit price per Megagram [ton] for the bituminous mixtures, including bituminous material complete in place.

Method A, Method B, Method C and Method D shall be used for acceptance as specified in Section 401 - Hot Mix Asphalt Pavements. (See Complementary Notes, Section 403 - Hot Bituminous Pavement, for Method location).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.102 Hot Mix Asphalt Pavement for Special Areas	MG [Ton]
403.206 Hot Mix Asphalt, 25 mm Nominal Maximum Size	MG [Ton]
403.207 Hot Mix Asphalt, 19.0 mm Nominal Maximum Size	MG [Ton]
403.208 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size	MG [Ton]
403.209 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size (sidewalks, drives, islands & incidentals)	MG [Ton]
403.210 Hot Mix Asphalt, 9.5 mm Nominal Maximum Size	MG [Ton]
403.211 Hot Mix Asphalt (shimming)	MG [Ton]
403.212 Hot Mix Asphalt, 4.75 mm Nominal Maximum Size	MG [Ton]
403.213 Hot Mix Asphalt, 12.5 mm Nominal Maximum Size, Base	MG [Ton]

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT OVERLAY**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>8" HMA Mainline Travelway, Shoulders and Widening Areas as shown in Plans</u></b>						
<b><u>Full Construction Areas</u></b>						
Wearing	12.5mm	403.208	N/A	1 ½"	1	5,7
Base	12.5mm	403.213	N/A	1 ½"	1	5,7
Base	12.5mm	403.213	N/A	2"	1	5,7
Base	19.0mm	403.207	N/A	3"	1	4,7
<b><u>3" HMA Shoulders, Guardrail widenings</u></b>						
<b><u>Full Construction and Reconstruction Areas</u></b>						
Wearing	12.5mm	403.208	N/A	1 ½"	1	5,7
Base	12.5mm	403.213	N/A	1 ½"	1	5,7
<b><u>Sidewalks, Islands, Misc.</u></b>						
Wearing	9.5mm	403.209	N/A	2"	2/more	2,3,10,11,14

**COMPLEMENTARY NOTES**

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The aggregate qualities shall meet the design traffic level of 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations**.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**.
7. Section 106.6 Acceptance, (1) Method A.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09. A **4.75mm** mixture may be substituted for the island and sidewalk surface layers.
14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and meeting the gradation limits of Section 703 – Aggregates, subsection 703.09 - Mixture Composition, may be substituted for this item. A job mix formula shall be submitted to the Department for approval.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement or recycled layer at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

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

SPECIAL PROVISION  
SECTION 403  
TEXTURED ASPHALT PAVEMENT

Description The Contractor shall texture the pavement at those locations shown on the plans. Texturing shall meet the requirements of **Street Print TM Pavement Texturing** or an approved equal. Work shall include coloring the textured asphalt a “brick red” color. Template pattern and color is to be submitted and approved by the Department before application begins.

Method of Measurement The Department will measure the quantity of Textured Asphalt Pavement by the square meter [square yard].

Basis of Payment Payment will be for the accepted quantity of Textured Asphalt Pavement at the contract unit price, which will be full compensation for all labor, materials, and incidentals needed to satisfactorily complete the work.

Payment will be made under;

Pay Item

Pay Unit

403.1021 Textured Asphalt Pavement

Square Meter [Square Yard]

SPECIAL PROVISION  
SECTION 502  
STRUCTURAL CONCRETE  
(Quality Level Analysis)

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

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

TABLE 1- Methods A and B

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

502.503 Delete and replace with the following;

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

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

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

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

Sublot Size, General The size of each 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 <sup>3</sup> [cy]	Recommended Sublot Size m <sup>3</sup> [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  $\geq 28$  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 subplot, shall be in accordance with AASHTO T152.

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

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

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

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

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

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

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

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

C. The Contractor fails to follow the QC Plan”

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

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

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

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

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

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

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

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

Add the following Section;

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

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

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

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

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

SPECIAL PROVISION  
SECTION 534  
PRECAST STRUCTURAL CONCRETE  
(Precast Structural Concrete Arches, Box Culverts)

534.10 Description The Contractor shall design, manufacture, furnish, and install elements, precast structural concrete structures, arches, or box culverts and associated wings, headwalls, and appurtenances, in accordance with the contract documents. Concrete work shall be done in the dry.

534.20 Materials Structural precast elements for the arch or box culvert and associated precast elements shall meet the requirements of the following Subsection:

Structural Precast Concrete Units 712.061

Cast-in-place concrete will meet the requirements of Section 502, Structural Concrete. Grout, concrete patching material, and geotextiles shall be one of the products listed on the Department's list of prequalified materials, unless otherwise approved by the Department.

534.30 Design Requirements The Contractor shall design the precast structural concrete structure in accordance with the AASHTO Standard Specifications for Highway Bridges, current edition, by either the Load Factor Design (LFD) or Load and Resistance Factor Design (LRFD) method. The design live load shall be as follows: MS-22.5 (HS-25) for LFD method, \*modified HL-93 Strength I for LRFD method. \*(modify HL-93 by increasing all wheel loads by a factor of 1.25)

The Contractor shall submit design calculations and shop drawings for the precast structure to the Department for approval. A Registered Professional Engineer, licensed in accordance with State of Maine laws, shall sign and seal all design calculations and drawings. The Contractor shall submit a bridge rating on the Department's Standard Bridge Rating Summary Sheet with the design calculations. Drawings shall conform with Section 105.7 - Working Drawings.

The Contractor shall submit the following items for review by the Resident at least ten working days prior to production:

- A) The name and location of the manufacturer.
- B) Method of manufacture and material certificates.
- C) Description of method of handling, storing, transporting, and erecting the members.
- D) Shop Drawings with the following minimum details:
  - 1) Fully dimensioned views showing the geometry of the members, including all projections, recesses, notches, openings, block outs, and keyways.
  - 2) Details and bending schedules of reinforcing steel including the size, spacing, and location. Reinforcing provided under lifting devices shall be shown in detail.
  - 3) Details and locations of all items to be embedded.
  - 4) Total weight of each member.

534.40 Construction Requirements The applicable provisions of Subsection 535.10 - Methods and Equipment and Subsection 535.20 - Forms and Casting Beds shall be met.

- a. All exposed edges of new concrete shall be chamfered  $\frac{3}{4}$ " unless otherwise noted.
- b. Existing wingwalls shall be removed as needed for proper bond prior to placing the closure pour.
- c. Apply a bonding agent to existing concrete surfaces prior to placing the closure pour. Concrete bonding agent shall be one of the products listed on the Maine DOT list of prequalified concrete bonding agents.
- d. Anchoring material shall be one of the products listed on the Maine DOT list of prequalified Type 3 anchoring materials. Installation shall be in accordance with the manufacturer's recommendations.
- e. Install membrane waterproofing over the top and to 1 foot down the exterior sides of the precast units. Membrane waterproofing shall meet the requirements of Standard Specification Section 508.

Manufacture of Precast Units The internal dimensions shall not vary by more than 1 percent from the design dimensions or 1 1/2 in, whichever is less. The haunch dimensions shall not vary by more than  $\frac{3}{4}$  in from the design dimension. The dimension of the legs shall not vary by more than  $\frac{1}{4}$  in from the dimension shown on the approved shop drawings.

The slab and wall thickness shall not be less than the design thickness by more than  $\frac{1}{4}$  in. A thickness greater than the design thickness shall not be cause for rejection.

Variations in laying lengths of two opposite surfaces shall not be more than  $\frac{5}{8}$  inches in any section, except where beveled ends for laying of curves are specified.

The under-run in length of any section shall not be more than  $\frac{1}{2}$  in.

The cover of concrete over the outside circumferential reinforcement shall be 2 in minimum. The concrete cover over the inside reinforcement shall be 1 1/2 in minimum. The clear distance of the end of circumferential wires shall not be less than 1 in or more than 2 in from the end of the sections. Reinforcement shall be single or multiple layers of welded wire fabric or a single layer of deformed billet steel bars.

Welded wire fabric shall meet the space requirements and contain sufficient longitudinal wires extending through the section to maintain the shape and position of the reinforcement. Longitudinal distribution reinforcement may be welded wire fabric or deformed billet steel bars which meet the spacing requirements. The ends of the longitudinal distribution reinforcement shall be not more than 3 in from the ends of the sections.

The inside circumferential reinforcing steel for the haunch radii or fillet shall be bent to match the radii or fillets of the forms.

Tension splices in the reinforcement will not be permitted. For splices other than tension splices, the overlap shall be a minimum of 12 in for welded wire fabric or billet steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be not

less than 2 in or more than 4 in. For the wire fabric, the spacing center to center of the longitudinal wires shall not be more than 8 in. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 15 in.

The members shall be free of fractures. The ends of the members shall be normal to the walls and centerline of the section, within the limits of variation provided, except where beveled ends are specified. The surfaces of the members shall be a smooth steel form or troweled surface finish, unless a form liner is specified. The ends and interior of the assembled structure shall make a continuous line of members with a smooth interior surface.

Defects which may cause rejection of precast units include the following:

- 1) Any discontinuity (crack or rock pocket etc.) of the concrete which could allow moisture to reach the reinforcing steel.
- 2) Rock pockets or honeycomb over 6 in<sup>2</sup> in area or over 1 in deep.
- 3) Edge or corner breakage exceeding 12 inches in length or 1 inch in depth.
- 4) Extensive fine hair cracks or checks.
- 5) Any other defect that clearly and substantially impacts the quality, durability, or maintainability of the structure as measured by accepted industry standards.

The Contractor shall store and transport members in a manner to prevent cracking or damage. The Contractor shall not place precast members in an upright position until a compressive strength of at least 4350 psi is attained.

Installation of Precast Units The Contractor shall not ship precast members until sufficient strength has been attained to withstand shipping, handling and erection stresses without cracking, deformation, or spalling (but in no case less than 4350 psi.

The Contractor shall set precast members on ½ in neoprene pads during shipment to prevent damage to the section legs. The Contractor shall repair any damage to precast members resulting from shipping or handling by saw cutting a minimum of ½ in deep around the perimeter of the damaged area and placing a polymer-modified cementitious patching material.

When footings are required, the Contractor shall install the precast members on concrete footings that have reached a compressive strength of at least 2900 psi. The Contractor shall construct the completed footing surface to the lines and grades shown on the plans. When checked with a 10 ft straightedge, the surface shall not vary more than ¼ in in 10 ft. The footing keyway shall be filled with a non-shrink flowable cementitious grout with a design compressive strength of at least 5075 psi.

The Contractor shall fill holes that were cast in the units for handling, with either Portland cement mortar, or with precast plugs secured with Portland cement mortar or other approved adhesive. The Contractor shall completely fill the exterior face of joints between precast members with an approved material and cover with a minimum 12 in wide joint wrap. The surface shall be free of dirt and deleterious materials before applying the filler material and joint wrap. The Contractor shall install the external wrap in one continuous piece over each member joint, taking care to keep the joint wrap in place during backfilling.

The Contractor shall seal the joints between the end unit and attached elements with a non-woven geotextile. The Contractor shall install and tighten the bolts fastening the connection plate(s) between the elements that are designed to be fastened together as designated by the manufacturer.

Final assembly shall be approved by the manufacturer's representative prior to backfilling. The Contractor shall backfill the structure in accordance with the manufacturer's instructions and the Contract documents. The Contractor shall uniformly distribute backfill material in layers of not more than 8 in depth, loose measure, and thoroughly compact each layer using approved compactors before successive layers are placed. The Contractor shall compact gravel borrow backfill in accordance with Section 203.12 - Construction of Earth Embankment with Moisture and Density Control, except that the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T99, Method C or D. The Contractor shall place and compact backfill without disturbance or displacement of the wall units, keeping the fill at approximately the same elevation on both sides of the structure. Whenever a compaction test fails, the Contractor shall not place additional backfill over the area until the lift is re-compacted and a passing test achieved.

The Contractor shall use hand-operated compactors within 5 ft of the precast structure as well as over the top until it is covered with at least 12 in of backfill. Equipment in excess of 12 ton shall not use the structure until a minimum of 24 in of backfill cover is in place and compacted.

534.50 Method of Measurement The Department will measure Precast Structural Concrete Box Culvert for payment per Lump Sum each, complete in place and accepted.

534.60 Basis of Payment The Department will pay for the accepted quantity of Precast Structural Concrete Box Culvert at the Contract Lump Sum price, such payment being full compensation for all labor, equipment, materials, professional services, and incidentals for furnishing and installing the precast concrete elements and accessories. Falsework, reinforcing steel, jointing tape, grout, cofferdam and pumping, cast-in-place concrete fill or grout fill for anchorage of precast wings and/or other appurtenances is incidental to the Lump Sum pay item. Cast-in-place concrete, reinforcing steel in cast-in-place elements, excavation, backfill material, and membrane waterproofing will be incidental to the Lump Sum pay item. Pay adjustments for quality level will not be made for precast concrete.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
534.71 Precast Concrete Box Culvert	Lump Sum

SPECIAL PROVISION  
SECTION 606  
GUARDRAIL

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. The types of guardrail are designated as follows:

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

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

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

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

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

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

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

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

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, Adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing endpost as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 2.44m [8 ft] long, 3.72 kg/m [2 ½ lb/ft] minimum and have 9.5 mm [3/8 in] round holes, 25 mm [1 in] center to center for a minimum distance of 610 mm [2 ft] from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared end treatment's terminal and its tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be grey with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the end treatment is not flared, markers will only be required at the end treatment's terminal. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Maine DOT's Approved Product List of Guardrail Material. The marker shall be grey, flexible, durable, and of a non-discoloring material to which 75 mm [3 in] by 225 mm [9 in] reflectors shall be applied, and capable of recovering from repeated impacts. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

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

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

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

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

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

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

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. When posts are driven through pavement, the damaged area around the post shall be repaired with approved bituminous patching. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than 13 mm [ $\frac{1}{2}$  in]. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.05 Shoulder Widening At designated locations the existing shoulder of the roadway shall be widened as shown on the plans. All grading, paving, seeding, and other necessary work shall be in accordance with the Specifications for the type work being done.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the meter [linear foot] from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans.

Terminal section, low volume end, NCHRP 350 end treatments, reflectorized flexible guardrail marker, terminal end, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Widened shoulder will be measured as a unit of grading within the limits shown on the plans.

Excavation in solid rock for placement of posts will be measured by the cubic meter [cubic yard] determined from the actual depth of the hole and a hypothetical circle diameter of 600 mm [2 ft].

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per meter [linear foot] for the type specified, complete in place. Reflectorized beam guardrail (“butterfly”-type) delineators will not be paid for directly, but will be considered incidental to guardrail items. Terminal section, buffer end, NCHRP 350 end treatment, bridge connection, single post and reflectorized flexible guardrail markers will be paid for at the contract unit price each for the kind specified complete in place.

NCHRP 350 end treatments and low volume guardrail ends will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer’s installation instructions. Each end treatment will be clearly marked with the manufacturers name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under Pay Item 206.07. Type III Retroreflective Adhesive Sheeting

shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 75 mm [3 in] wide and sloped down at an angle of 45 degrees toward the side on which traffic is to pass the end section. Guardrail 350 flared terminal shall also include a set of installation drawings supplied to the Resident.

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

Guardrail to be placed on a radius of curvature of 45 m [150 ft] or less will be paid for under the designated radius pay item for the type guardrail being placed.

Widened shoulder will be paid for at the contract unit price each complete in place and will be full compensation for furnishing and placing, grading and compaction of aggregate subbase and any required fill material.

Adjust guardrail will be paid for at the contract unit price per meter and will be full compensation for adjusting to grade. Payment shall also include adjusting terminal end treatments where required.

Modify guardrail will be paid for at the contract unit price per meter and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends where required.

Remove and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends when required. No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or "w"-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

Payment will be made under:

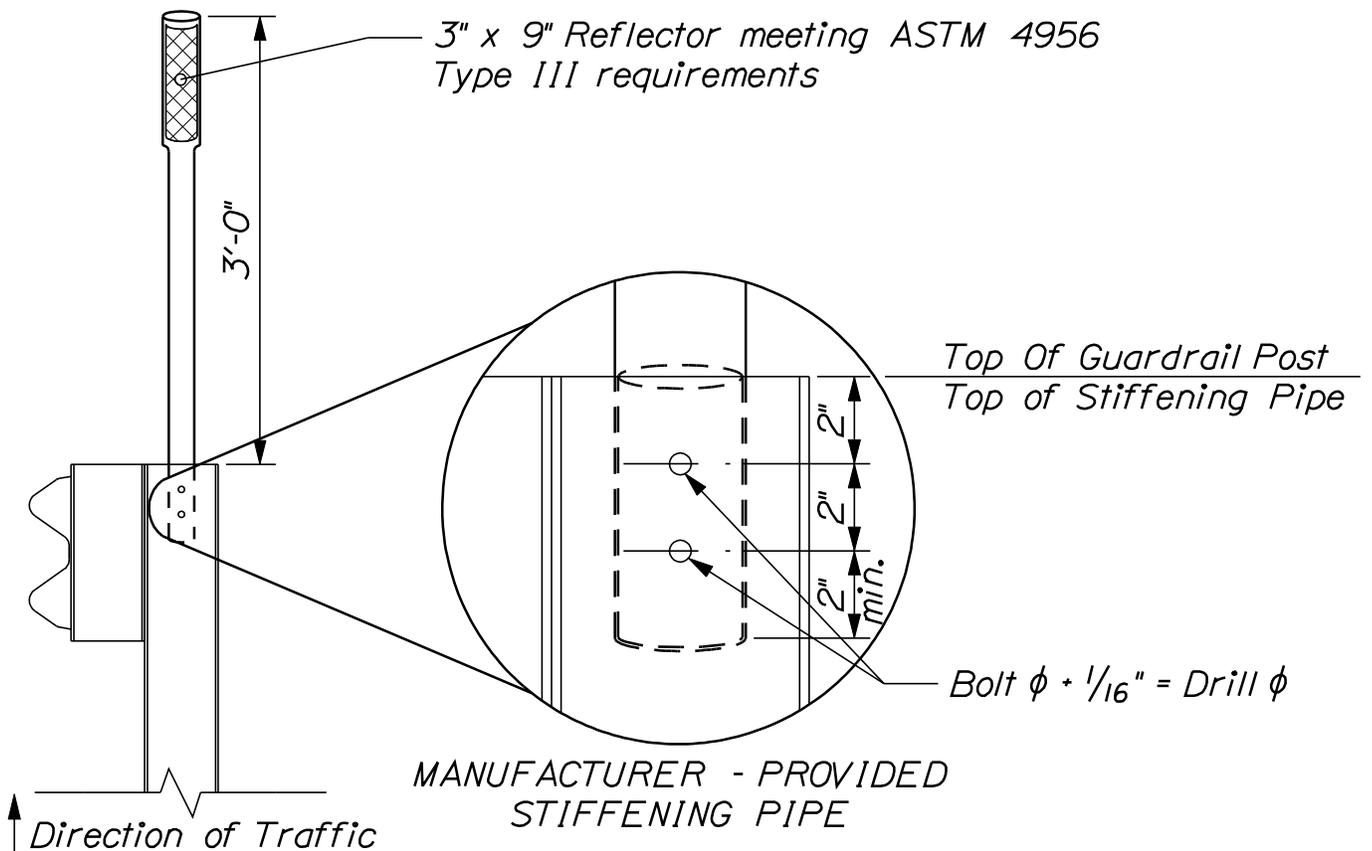
<u>Pay Item</u>	<u>Pay Unit</u>	
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]
606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge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

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

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

2. Installation:

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



## REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)

SPECIAL PROVISIONS  
SECTION 618  
LANDSCAPE  
METHOD 3  
(Trenton Meadow Mix)

This Special Provision provides a Meadow Seed Mix to be used on slopes and non-lawn areas as directed by the resident. The contractor shall follow MDOT Standard Specifications Rev. December, 2002 for landscape materials and hydroseeding installation procedures (sec 621).

- 25 % Perennial lupine (*Lupinus perennis*)
- 10 % Festuca rubra (*Festuca rubra*)
- 10 % Sheep Fescue (*Festuca ovina*)
- 10 % Perennial Ryegrass (*Lolium perenne*)
- 10 % Annual Ryegrass (*Lolium perenne*)
- 5 % New England Aster (*Aster noviae-angliae*)
- 5 % Black Eyed Susan (*Rudbeckia hirta*)
- 5 % White Clover (*Trifolium repens*)
- 5 % Crimson Clover (*Trifolium incarnatum*)
- 5 % Canada Goldenrod (*Solidago canadensis*)
- 5 % Ohio Goldenrod (*Solidago ohioensis*)
- 5 % Firm Blue Aster (*Aster laevis*)

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

This method shall be hydroseeded with fiber mulch, fertilizer and lime per Standard Specifications. These materials shall be included in and incidental to the seeding cost.

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

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

\*

\*

\*

SPECIAL PROVISION  
SECTION 619  
MULCH  
(Mulch)

Add the following:

619.06 Method of Measurement Payment for hay and straw mulch by the unit will be along the slope of the ground. One Unit will be 100 m<sup>2</sup> [1000 ft<sup>2</sup>].

Payment will be under:

<u>Pay Item</u>	<u>Pay Unit</u>
619.12 Mulch	Unit

**SPECIAL PROVISION  
SECTION 620  
REINFORCEMENT GEOGRID**

**Description**

This work shall consist of furnishing and installing reinforcement geogrid in accordance with these specifications and in reasonably close conformity with the lines, grades, and dimensions shown on the plans or as directed by the Resident.

**Material**

Geogrids shall consist of a regular network of integrally connected polymeric tensile elements with aperture geometry sufficient to permit significant mechanical interlock with the surrounding soil, aggregate or other material. The geogrid structure shall be dimensionally stable to retain its geometry under construction stresses and shall have high resistance to damage during construction, ultraviolet degradation, and all forms of chemical and biological degradation encountered in the soil being reinforced.

The reinforcement geogrid shall meet or exceed the Minimum Average Roll Values (MARV) of the properties in Table 1.

Acceptable manufacturers for reinforcement geogrids must be approved by the Resident.

Table 1. - Physical Property Requirements  
(Biaxial Reinforcement Geogrid)

Reinforcement Mechanical Property	Geogrid	Test Method	Minimum Average Roll Value (MARV) <sup>1</sup>
Tensile Modulus at 5% Strain MD		ASTM D-6637	12,000 lb/ft
Tensile Modulus at 5% Strain XD		ASTM D-6637	24,000 lb/ft
Rib Junction Strength		GRI-GG2	1,000 lb/ft in both directions
Aperture Openings			Between 0.75 and 3 inches
Percent Open Area			50 to 80%

**Certification**

Prior to construction the Contractor shall submit to the Resident the Manufacturer's certification that the geogrid supplied has been evaluated in full compliance with this Specification and is fit for long-term, critical soil reinforcement applications. The Contractor's submittal package shall include, but not be limited to, actual tests for tension/creep, durability/aging, construction damage, and quality control tensile testing.

**Delivery, Storage and Handling**

The Contractor shall check the reinforcing geogrid upon delivery to ensure that the proper material has been received. Each geogrid roll shall be shipped in a protective bag and clearly marked with roll number, lot number, geogrid style and principle strength direction. During all periods of shipment and storage, the geogrid shall be protected from temperatures greater than 140°F and all deleterious materials that might otherwise become affixed to the geogrid and affect its performance. The manufacturer's recommendations shall be followed with regard to protection from direct sunlight. The geogrid shall be stored off the ground in a clean, dry environment out of the pathway of construction equipment.

<sup>1</sup> Values are minimum average roll values determined in accordance with ASTM D-4759.

### **Construction Requirements**

Reinforcement geogrid shall be installed, in accordance with the manufacturer's recommendations, to the proper elevation and alignment, as shown on the plans or as directed by the Resident.

1. The geogrid shall be laid at the proper elevation and alignment as shown on the plans. The Contractor shall verify correct orientation of the geogrid. Geogrid may be temporarily secured in-place with staples, pins, sand bags or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Resident.
2. Reinforcement geogrid shall be oriented such that the roll length runs parallel to the construction centerline.
3. Adjacent rolls of reinforcement geogrid shall be overlapped a minimum of 1 foot.
4. Lengths of reinforcement geogrid shall be continuous, splicing along the length will not be allowed.
5. Seams along adjacent lengths of reinforcement geogrid shall be tied together with hog rings or cable ties every 3 to 6 feet.
6. The reinforcement geogrid shall be anchored at each end, and pulled taut, to reduce any considerable slack, as directed by the Resident.
7. Fill shall not be dumped directly onto the Reinforcement Geogrid or Reinforcement Geotextile. It shall be dumped at the edge of Reinforcement Geogrid/Reinforcement Geotextile or on a previous course of fill.
8. The geogrid shall be covered with fill materials within 14 days of placement to protect against unnecessary exposure.
9. Fill may then be pushed onto the reinforcement geogrid using a track mounted bulldozer. At no time shall construction equipment be allowed directly onto the reinforcement geogrid. Track mounted equipment shall be allowed on previous courses of fill with a minimum compacted depth of 6 inches. At no time shall rubber tired or sheeps-foot rollers be allowed onto the reinforced fill. Turning of vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid. Sudden breaking and sharp turning shall be avoided. Equipment speeds over 15 MPH shall not be allowed.
10. Placement, spreading, and compaction of fill on top of the reinforcement geogrid shall advance from one end of the reinforcement geogrid and move towards the other. Care shall be taken to minimize the development of wrinkles and to ensure that the reinforcement geogrid doesn't move from its position during fill placement. Limited stacking may be permitted, as directed by the Resident.
11. During construction the surface of the fill shall be kept approximately horizontal. Fill shall be graded away from the slope crest and rolled at the end of each work day to prevent ponding of water on surface of the reinforced soil mass.

12. Any geogrid damage shall be repaired or replaced in accordance with the manufacturer's recommendations. The Contractor, at no additional cost to the Department, shall replace any geogrid damaged during installation.

13. Rutting may develop within the initial granular lift but rut depths should not exceed 3 inches. It may be necessary to decrease the size and/or weight of the construction equipment or increase the thickness of the granular lift if rut depths of 3 inches or less cannot be maintained.

14. All rutting formed during construction shall be filled with new base material. In no case shall rutting be filled by blading down.

**Basis of Payment**

Reinforcement geogrid placement will not be paid separately, but considered included in the cost for pay item 534.71 which shall be full compensation for all off-loading, inspection, storage, labor, materials, equipment, tools and any incidentals to complete the installation.

SPECIAL PROVISION  
SECTION 626  
Foundations

626.034 Concrete Foundations:

Pre-cast Foundations shall not be permitted. Concrete foundations shall be class LP and method "C".

626.021 Miscellaneous Material:

The 4<sup>th</sup> paragraph of this Section shall be amended with the following:

All concrete foundations shall be constructed with type LP concrete in accordance with the applicable requirements of Section 502 – Structural Concrete.

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC

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

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

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

Road Work xxxx<sup>1</sup>  
One Lane Road Ahead  
Flagger Sign

Other typical signs include:

Be Prepared to Stop  
Low Shoulder  
Bump  
Pavement Ends

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

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

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

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

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

**SPECIAL PROVISION**  
**SECTION 652**  
**MAINTENANCE OF TRAFFIC**  
**(Night Work)**

Construction Vehicles and Equipment The Contractor shall apply 50 mm [2 in] wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define their shape and size to the extent practicable. Pickup trucks, sub-contractor's vehicles and personal vehicles are exempt from this requirement.

At a minimum, all workers shall wear safety apparel meeting the requirements of ISEA "American National Standard for High Visibility Apparel" and labeled as meeting the ANSI 107-2004 standard performance for Class 2 risk exposure. Class 3 apparel should be considered for all workers, but is required for all flaggers.

Illumination Criteria Luminaires shall be of sufficient wattage and quantity to provide an average maintained illuminance equal to or greater than the following:

- Level I: 59 lux (5 footcandles)
- Level II: 108 lux (10 footcandles)
- Level III: 215 lux (20 footcandles)

Measurement of Illumination The Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels listed above.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement.

Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

The Contractor shall continuously monitor all lighting to ensure that glare to motorists is minimized. The Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

Classification of Illumination Requirements by Task The following light levels shall be required;

Level I:

- All work operations by Contractor's personnel in areas of general construction operations, including layout and measurements ahead of the actual work, excavation, cleaning and sweeping, landscaping, planting, and seeding.
- Areas where crew movement may take place.
- Stockpile areas.

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
(Night Work)

- At the area of lane closure, continuously through the lane closure, including the setup and removal of the closures.

Level II

- On and around (360 degrees) construction equipment in the work zone.
- 50 feet ahead of, 100 feet behind, and along sides of paving or milling machines in the work zone.

Level III

- Flagging Stations
- Pavement or structural crack and pothole filling.
- Pavement patching and repairs.
- Installation of signal equipment, or other electrical or mechanical equipment.

There will be no direct payment for the additional requirements for night time work, but will be considered incidental to the appropriate contract items.

SPECIAL PROVISION  
SECTION 652  
 MAINTENANCE OF TRAFFIC  
 (Traffic Control)

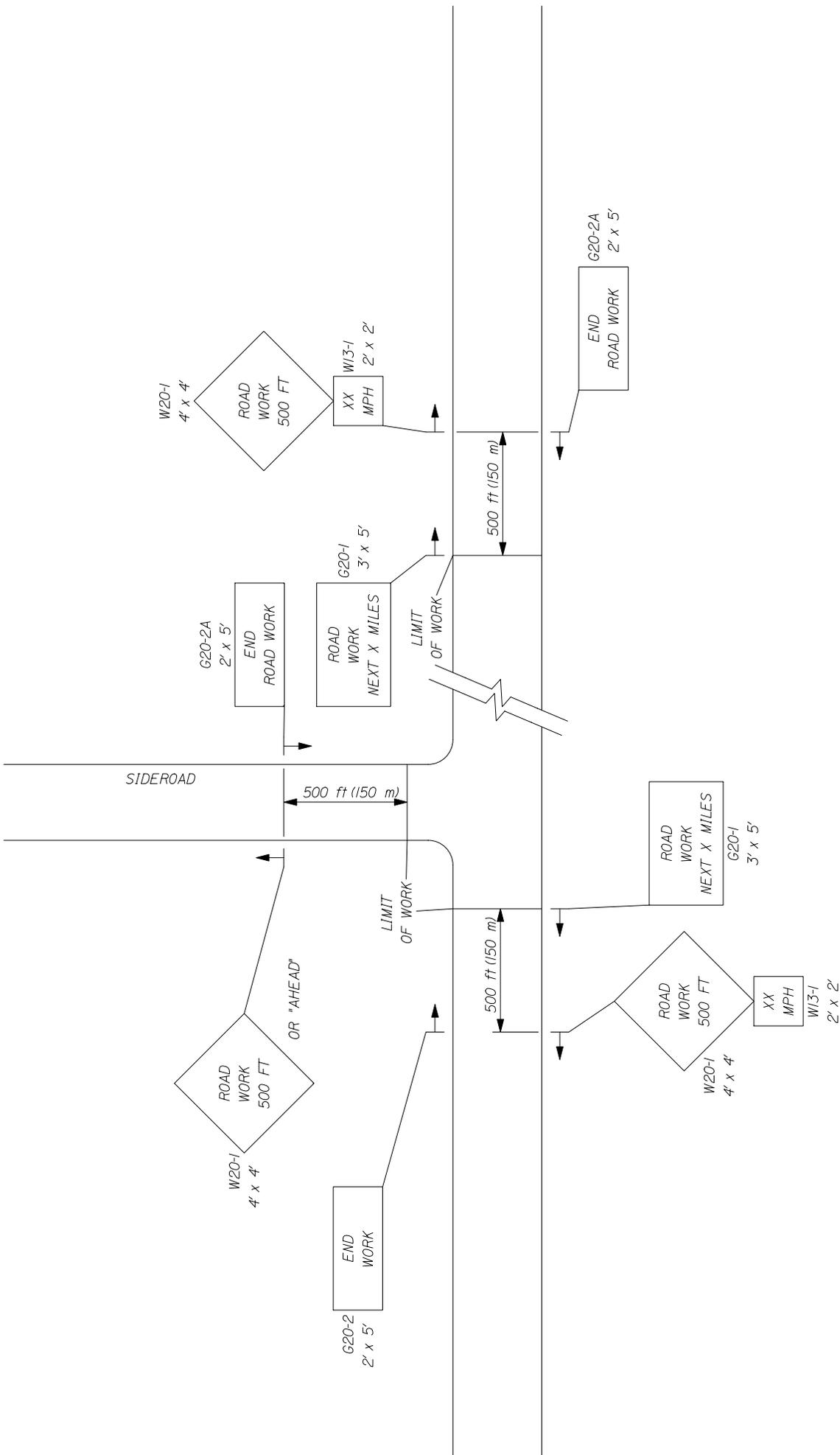
Failure by the contractor to follow the Contracts 652 Special Provisions and Standard Specification and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a violation letter and result in a reduction in payment as shown in the schedule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

**ORIGINAL CONTRACT AMOUNT**

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

SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
Construction Sign Sheeting Material

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



-- PROJECT APPROACH SIGNING --  
TWO WAY TRAFFIC



\* Formulas for L are as follows:

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

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

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

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

\* Formulas for L are as follows:

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

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

#### CHANNELIZATION DEVICE SPACING

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

#### GENERAL NOTES;

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

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

\*\*Distances are shown in feet (meters).

#### SUGGESTED BUFFER ZONE LENGTHS

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

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

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

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

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

**Project Specific Information and Requirements**

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

1. Newly disturbed earth shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
2. The SEWPCP shall describe the location and method of temporary erosion and sediment control for existing and proposed catch basins, outlet areas and culvert inlets and outlets.
3. Dust control items other than those under Standard Specification 637 and Special Provision 637, if applicable, shall be included in the plan.
4. Permanent slope stabilization measures shall be applied within one week of the last soil disturbance. Temporary slope stabilization is required on a daily basis.
5. Permanent seeding shall be done in accordance with *Special Provision, Section 618, Seeding* unless the Contract states otherwise.
6. Culvert inlet and outlet protection shall be installed within 48 hours of culvert installation, or prior to a storm event, whichever is sooner.
7. After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in Special Provision § 617. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.
8. All disturbed ditches/slopes shall be stabilized by the end of each workday. Stabilization shall be maintained on a daily basis.
9. 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.

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

10. 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.

11. Stream flow shall be maintained at all times.

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

## STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:  
[http://www.maine.gov/mdot/contractor-consultant-information/ss\\_standard\\_details\\_updates.php](http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php)

<b><u>Detail #</u></b>	<b><u>Description</u></b>	<b><u>Revision Date</u></b>
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
502(12)	Precast Concrete Desk Panels	9/09
504(22)	Diaphragm & Crossframe Notes	9/09

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

SECTION 101  
CONTRACT INTERPRETATION

101.2 Definitions

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

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

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

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

SECTION 102  
DELIVERY OF BIDS

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

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

SECTION 103  
AWARD AND CONTRACTING

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

SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”  
Delete the entire Section 104.5.9 and replace with the following:

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

## SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

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

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

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

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

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

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

## SECTION 106 QUALITY

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

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

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

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

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

## SECTION 107 TIME

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

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

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

SECTION 108  
PAYMENT

Remove Section 108.4 and replace with the following:

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

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

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

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

## SECTION 109 CHANGES

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

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

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

### 109.5.1 Definitions - Types of Delays

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

109.7.2 Basis of Payment Replace with the following: “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."

Delete the entire Section 203.041 and replace with the following:

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

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.
2. Stockpiled at commercial or approved sites for commercial or MaineDOT use.
3. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

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

material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses.”

## SECTION 502 STRUCTURAL CONCRETE

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

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

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

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

### 502.10 Forms and False work

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

### 502.11 Placing Concrete

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

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

Second paragraph; delete the first two sentences.

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

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

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

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

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

### SECTION 503 REINFORCING STEEL

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

### SECTION 504 STRUCTURAL STEEL

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

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

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

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

### SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

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

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

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods.

Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SECTION 603  
PIPE CULVERTS AND STORM DRAINS

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

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

SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

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

SECTION 605  
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

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

SECTION 606  
GUARDRAIL

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

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

**SECTION 609**  
**CURB**

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

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

Add the following paragraph to Section 610.02:

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

Stone Fill	703.25
Plain and Hand Laid Riprap	703.26
Stone Blanket	703.27
Heavy Riprap	703.28
Definitions	703.32”

Add the following paragraph to Section 610.032.a.

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

Add the following paragraph to Section 610.032.b:

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

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

## SECTION 615

### LOAM

615.02 Materials Make the following change:

Organic Content

Humus

Percent by Volume

“5% - 10%”, as determined by Ignition Test

## SECTION 618

### SEEDING

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

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

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

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

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

## SECTION 620

### GEOTEXTILES

620.03 Placement Section (c)

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

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

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

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

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

620.09 Basis of Payment

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

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

## SECTION 621

### LANDSCAPING

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

## SECTION 626 HIGHWAY SIGNING

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

## SECTION 627 PAVEMENT MARKINGS

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

## SECTION 637 DUST CONTROL

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

## SECTION 639 ENGINEERING FACILITIES

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

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

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

Add- In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and

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

## SECTION 652

### MAINTENANCE OF TRAFFIC

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

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

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

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

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

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

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

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

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

652.2.4 Other Devices Delete the last paragraph and add the following:

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

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

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

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

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

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

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

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft]

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

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..." In the last paragraph add the following as the second sentence: "The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP." Add the following as the last sentence: "The creation and modification of the TCP will be considered incidental to the related 652 items."

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

652.4 Flaggers Replace the first paragraph with the following; "The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 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<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact pressure..." to "...crawler type bulldozer of not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] ground contact pressure..."

653.06 Compaction In the last sentence; change "...not more than 390 kg/m<sup>2</sup> [80 lb/ft<sup>2</sup>] ground contact..." to "...not more than 4875 kg/m<sup>2</sup> [2000 lb/ft<sup>2</sup>] 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 fourth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm

[1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

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

**AGGREGATE GRADATION CONTROL POINTS**

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

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

**GRADATION CLASSIFICATION**

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

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

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65

No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

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

Replace subsections 703.25 through 703.28 with the following:

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

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

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500

lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs).”

Add the following paragraph:

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

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

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

Rounded: Particles have smoothly curved sides and no edges”

## SECTION 706 NON-METALLIC PIPE

### 706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe

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

## SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

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

## SECTION 710 FENCE AND GUARDRAIL

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

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

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

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

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to

the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification.”

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

## SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

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

Add the following:

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

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

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

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

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

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

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible

signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

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

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

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

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

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

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [ $\frac{1}{2}$  in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality

that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

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

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

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

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

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

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

## SECTION 722 GEOTEXTILES

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

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

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

**U.S.A. DOT  
Federal Transit  
Administration  
Contract Requirements**

## **BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**  
**49 CFR Part 661**

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (Attachment A) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

## **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**  
**49 CFR Part 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **LOBBYING**

**31 U.S.C. 1352**  
**49 CFR Part 19**  
**49 CFR Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." (Attachment B). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

**Access to Records -** The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major

capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## **FEDERAL CHANGES**

### **49 CFR Part 18**

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **CLEAN AIR**

### **42 U.S.C. 7401 et seq**

### **40 CFR 15.61**

### **49 CFR Part 18**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Maine Department of Transportation shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Maine Department of Transportation may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be

maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Maine Department of Transportation for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates

and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe

benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

**49 CFR Part 29**  
**Executive Order 12549**

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Maine Department of Transportation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Maine Department of Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**PRIVACY ACT**

**5 U.S.C. 552**

**Privacy Act**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of

that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 CFR Part 26**

#### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.9** %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Maine Department of Transportation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Maine Department of Transportation. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Maine Department of Transportation and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify the Maine Department of Transportation, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Maine Department of Transportation.

## **FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1E**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Attachment A

## **BUY AMERICA CERTIFICATION REQUIREMENT**

**CERTIFICATE OF COMPLIANCE**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX A, 49 CFR PART 20**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date





STATE OF MAINE  
Department of Environmental Protection

JOHN ELIAS BALDACCI  
GOVERNOR

David P. Littell  
COMMISSIONER

September, 2009

Maine Department of Transportation  
C/o Judy Gates  
16 State House Station  
Augusta, ME 04333

RE: Site Location of Development Act Application, Trenton, DEP #L-24518-26-A-N;  
L-24518-2G-B-N; L-24518-TG-C-N

Dear Ms. Gates:

Under cover, please find a signed copy of the permit for your project, which the Department has reviewed and approved. Your permit is written to include a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take a moment to carefully read your permit, paying particular attention to the conditions of the approval. The Department works hard to draft reasonable conditions that meet the requirements of Maine law. I have also included some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit or thoughts on how the Department processed this application please get in touch with me directly. I can be reached at 207- 822-6300 or at [robert.green@maine.gov](mailto:robert.green@maine.gov)

Yours sincerely,

A handwritten signature in blue ink that reads "Robert L. Green, Jr.".

Robert L. Green, Jr., Project Manager  
Division of Land Resource Regulation  
Bureau of Land & Water Quality

pc: File

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 624-6550 FAX: (207) 624-6024  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-6477 FAX: (207) 764-1507



# DEP INFORMATION SHEET

## Appealing a Commissioner's Licensing Decision

**Dated: May 2004**

**Contact: (207) 287-2811**

---

### **SUMMARY**

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

### **I. ADMINISTRATIVE APPEALS TO THE BOARD**

#### **LEGAL REFERENCES**

DEP's General Laws, 38 M.R.S.A. § 341-D(4), and its Rules Concerning the Processing of Applications and Other Administrative Matters (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

#### **HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD**

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

#### **HOW TO SUBMIT AN APPEAL TO THE BOARD**

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

#### **WHAT YOUR APPEAL PAPERWORK MUST CONTAIN**

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.

6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.

7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5)

### **OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD**

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.

2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.

3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

### **WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD**

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

## **II APPEALS TO MAINE SUPERIOR COURT**

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

**ADDITIONAL INFORMATION:** If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

---

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

---



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

DEPARTMENT ORDER

IN THE MATTER OF

MAINE DEPARTMENT OF	) SITE LOCATION OF DEVELOPMENT ACT
TRANSPORTATION	) NATURAL RESOURCES PROTECTION ACT
Trenton, Hancock County	) STREAM AND WETLAND ALTERATION
ACADIA GATEWAY CENTER	)
L-24518-26-A-N (approval)	)
L-24518-2G-B-N	) WATER QUALITY CERTIFICATION
L-24518-TG-C-N	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 *et seq.* and 480-A *et seq.*, and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE DEPARTMENT OF TRANSPORTATION 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: The applicant, in association with National Park Service (NPS), is implementing a transportation strategy designed to reduce dependency on private automobile use and ease traffic congestion on State Route 3 that leads to Mount Desert Island (MDI) and Acadia National Park (ANP). The proposed project, Acadia Gateway Center (AGC), is the final phase of the transportation strategy and calls for the development of a welcome center for the purpose of orienting visitors to ANP and MDI. AGC would serve to attract day visitors and island commuters to the Island Explorer Transit System, which provides bus service throughout MDI during the summer season, and other transportation alternatives. The AGC complex will be comprised of a welcome center, a public transportation center, a bus maintenance facility, and parking for visitors and commuters. Facilities will be constructed in phases depending on need, with Phase I being the bus maintenance facility. Phase II would include an inter-modal facility and NPS welcome center. Phase III would expand the NPS welcome center and add a theater and other ancillary facilities.

B. Summary: The applicant proposes to initiate Phase I development of the AGC by constructing the approximately 3,500-foot long, 30-foot wide access road, a two-story bus maintenance facility with an approximately 27,300 square foot building footprint, and parking areas west of Crippens Brook. In addition, the applicant proposes to make improvements along 3,350 feet of State Route 3. The proposed project is in the Town of Trenton on a 152-acre parcel of land located on the west side of State Route 3, approximately three miles north of the Thompson Island Bridge crossing to Mount Desert

Island. The proposed project is shown on three sets of plans. The first set of plans, consisting of 38 sheets, is entitled "Trenton, Hancock County, Route 3, 13332.09," was prepared by the applicant, and is undated. The second set of plans, consisting of 62 sheets, is entitled "Acadia Gateway Facility, Bus Maintenance Facility," prepared by the applicant, and dated January 8, 2009 with a last revision date of May 28, 2009. The third set of plans, consisting of 8 sheets, is entitled "Acadia Gateway Facility, Bus Maintenance Facility," prepared by the applicant and Gorrill-Palmer Consulting Engineers, Inc., and dated May 1, 2009 with a last revision date of August 24, 2009.

The applicant is also seeking approval under the Natural Resources Protection Act (NRPA) to culvert approximately 188 linear feet of stream channel from two stream crossings and to alter approximately 3.6 acres of wet meadow and forested wetlands, including 0.09 acres (4,051 square feet) of wetlands of special significance to develop the proposed project.

C. Current Use of Site: The eastern portion of the site is cleared farmland with the remains of a farmhouse and barn that burned some time in the past. The remainder of the site is woodland and forested wetlands.

2. FINANCIAL CAPACITY:

The total cost of Phase I of the project is estimated to be \$14,100,000. The applicant submitted information indicating that funds for the proposed project will be provided by several sources that include the Federal Highway Administration, National Park Service, and the State of Maine (voter-approved bonds).

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicant also retained the services of Allied Engineering and Gorrill-Palmer Consulting Engineers, Inc., professional engineering firms, to assist in the design and engineering of the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The proposed facility is located in a rural zone with the closest residential neighbor about 500 feet away. The applicant proposes to maintain trees on the property that will buffer noise impacts. The bus maintenance facility will be located at the back of the site. Noise impacts from construction activities will be limited to the hours of 7:00 AM to 7:00 PM, or during daylight hours, whichever is longer. The property abuts a section of State Route 3 with a 45 mile per hour speed limit. Because of the project's location adjacent to

a major roadway and the use of vegetated buffers along the property boundaries, only minor noise impacts will occur as a result of the proposed project.

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

The NPS welcome center will be constructed more than 500 feet back from State Route 3 and the bus maintenance facility will be constructed near the end of the 3,500-foot access road. The project site is bounded on three sides by woodland and forested wetland. Existing wooded buffers will be maintained between the development and State Route 3. The layout of the development provides a visual buffer of trees and shrubs along State Route 3.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries & Wildlife (DIFW) reviewed the proposed project. In its comments, DIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site. No fisheries concerns were identified by DIFW. The Maine Department of Marine Resources (DMR) stated that smelt and eels are found in Crippens Brook. No other fisheries concerns were identified by either DIFW or DMR.

The applicant proposes to extend the existing open bottom box culvert on State Route 3 an additional 5 feet on the upstream side and 15 feet on the downstream side. For the crossing of Crippens Brook by the access road, the applicant proposes to install a plate pipe arch with an open bottom and to realign 173 feet of the stream channel. Details of the two stream crossings are outlined in Finding 16. All instream work must be completed during low flow conditions between July 1 and September 30 of any calendar year.

The applicant must engage either a representative of its Environmental Office or an approved third party inspector to inspect the access road culvert crossing and stream channel realignment work. The inspections must consist of weekly visits to the site by the representative. Upon completion of the stream channel realignment, the applicant must notify the BLWQ in writing that the work has been completed and provide post-construction photographs. Accompanying the notification must be a log of the inspections giving the date of each inspection and the items inspected on each date.

Provided the applicant installs the stream crossings during low flow conditions between July 15 and September 30 in any given year and that the stream work is overseen by the applicant's Environmental Office representative or an approved third party inspector, 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.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, DIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicant proposes to provide visual buffers as discussed in Finding 5.

Prior to the start of construction, the location of the stormwater buffers discussed in Finding 10 must be permanently marked on the ground. The deed for the parcel must contain deed restrictions relative to the buffers and have attached to it a plot plan, drawn to scale, that specifies the location of the buffers. Prior to the start of construction, the applicant must submit a copy of the recorded deed restriction including the plot plan to the Bureau of Land and Water Quality (BLWQ).

The Department finds that the applicant has made adequate provision for buffer strips.

9. SOILS:

The applicant submitted a soil survey map and a geotechnical report based on the soils found at the project site. This report was prepared by a registered professional engineer and reviewed by staff from the Division of Environmental Assessment (DEA) of the BLWQ.

The Department finds that, based on this report and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 13.8 acres of impervious area and 20 acres of developed area. It lies within the watershed of Crippens Brook. The applicant submitted a stormwater management plan based on the basic, general, and flooding standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of grassed swales, catch basins, a subsurface drainage system, and four forested, no disturbance buffers.

The applicant submitted final design details for Phase I. Final design details for Phases II and III must be submitted to the BLWQ for review and approval prior to start of construction of Phases II and III as discussed below.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPS, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of the Division of Watershed Management (DWM) of the BLWQ.

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor. Prior to the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. This meeting must be attended by the applicant's representative, Department staff, the design engineer, and the contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. This plan was reviewed by, and revised in response to the comments of DWM. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. The applicant will be responsible for the maintenance of the stormwater management system.

Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Department's Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on DWM's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(A).

B. General Standards: The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

Prior to the start of construction of Phases II and III, the applicant must submit to the BLWQ for review and approval a Post-Development Plan, design details for each stormwater treatment unit proposed for the specific phase, a revised BMP worksheet showing the design volume and treatment percentage for the proposed phase, and any other information necessary for the Department to determine that the stormwater management system complies with the requirements of Chapter 500.

The four forested, no disturbance stormwater buffers will be protected from alteration through the execution of a deed restriction, as outlined in Finding 8. The applicant proposes to use the deed restriction language contained in Appendix G of Chapter 500 and submitted a draft deed restriction that meets Department standards.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to, comments from DWM. After a final review, DWM commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standard.

Based on the stormwater system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, General Standards.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

DWM commented that the proposed system is designed in accordance with the Chapter 500 Flooding Standard.

Based on the system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, Flooding Standard for peak flow from the project site, and channel limits and runoff areas.

The Department further finds that the proposed project will meet the Chapter 500 standards for: (1) easements and covenants; (2) management of stormwater discharges; (3) discharge to freshwater wetlands; and (4) threatened or endangered species.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. For the water supply for Phase I, the applicant proposes to withdraw groundwater by using an individual well for the bus maintenance facility as discussed in Finding 12. Wastewater from Phase I development will be disposed of via an individual subsurface wastewater disposal system for the bus maintenance facility as discussed in Finding 13.

The Department finds that the proposed project will not will have an unreasonable adverse effect on ground water quality or quantity.

12. WATER SUPPLY:

When completed, Phase I of the proposed project is anticipated to use 1,200 gallons of water per day.

The only demand for water in Phase I will be from the bus maintenance facility. Drinking water will be supplied by an individual well. The applicant submitted an assessment of groundwater supplies that are available on the project site. This assessment was prepared by Allied Engineering and was reviewed by the DEA.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply provided that additional water supply information for Phases II and III is submitted to the BLWQ for review and approval prior to start of construction of these later phases of development.

13. WASTEWATER DISPOSAL:

The only source of wastewater in Phase I will be from the bus maintenance facility. Wastewater from this facility will be disposed of by an individual subsurface wastewater disposal system. The applicant submitted the soil survey map and geotechnical report discussed in Finding 9. The individual system must be designed to meet the requirements of the Maine State Plumbing Code. This information was reviewed by, and revised in response to comments from DEA.

Any change to the approved location or design flow of the subsurface wastewater disposal system will require review and approval from the BLWQ prior to installation of the system.

Based on DEA's comments, the Department finds that the proposed wastewater disposal system will be built on suitable soil types provided that additional wastewater treatment

information for Phases II and III is submitted to the BLWQ for review and approval prior to start of construction of these later phases of development.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate an undetermined amount of general office solid waste per year. All general solid wastes from the proposed project will be disposed of at EMR Inc. in Southwest Harbor, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

All stumps, brush and other wood waste generated by the proposed project will be ground for use on site as erosion control mix or mulch, disposed of onsite in a stump dump, or either chipped or burned, with the remainder to be worked into the soil. Either of the disposal methods listed is in compliance with Solid Waste Management Regulations of the State of Maine. If wood waste is disposed in an onsite stump dump, then the applicant must submit a revised site plan to the BLWQ showing the location of the stump dump prior to occupancy of the bus maintenance facility.

The proposed project will generate an undetermined amount of construction debris and demolition debris. All construction and demolition debris generated will be disposed of at Waste Management of Maine's commercial solid waste facility in Norridgewock, Pine Tree Waste's solid waste facility in Hampden, or D M & J Enterprises' facility in Winterport, all of which are currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal provided that additional solid waste disposal information for Phases II and III is submitted to the BLWQ for review and approval prior to start of construction of these later phases of development.

15. FLOODING:

The proposed project is not located within the 100-year floodway of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to alter approximately 188 linear feet of stream channel from two stream crossings and to alter approximately 3.6 acres of wet meadow and forested wetlands, including 0.09 acres (4,051 square feet) of wetlands of special significance to develop the entire AGC complex (all three phases). The stream crossings are shown on the set of plans referenced in Finding 1. The wetlands of special significance include 865 square feet of unconsolidated stream bottom and approximately 3,186 square feet of forested and scrub shrub wetlands located within 25 feet of the brook.

Widening State Route 3 will result in filling approximately 0.47 acres (20,566 square feet) of freshwater wetlands and 1,017 square feet of wetlands of special significance at 24 locations. Approximately 1.37 acres (59,523 square feet) of freshwater wetlands and 3,034 square feet of wetlands of special significance will be filled to construct the access road, bus maintenance facility, and parking area as part of Phase I of the proposed development at 27 locations. One forested wetland, covering an area of 1.63 acres (70,966 square feet), will be altered by the access road and the NPS welcome center in the subsequent phases of development. Approximately 0.72 acres (31,460 square feet) of freshwater wetlands, located within the stormwater buffers as described in Findings 8 and 10, will be altered due to increased periods of inundation and saturation resulting from stormwater runoff.

The improvements to State Route 3 will require that the existing culvert crossing for Crippens Brook be extended. The existing culvert is a 70-foot long, 5-foot wide, open bottom box culvert. The applicant proposes to extend the culvert an additional five feet on the upstream side and 15 feet on the downstream side. Installation of headwalls and wingwalls are also proposed on both sides of the culvert. For the crossing of Crippens Brook by the access road, the applicant proposes to realign 173 feet of the stream channel. The applicant proposes to install an 80-foot long, 9-foot wide structural steel plate pipe arch with an open bottom. To minimize the length of the pipe arch, headwalls and wingwalls are proposed on both sides of the culvert. The natural stream substrate will be reproduced within the culvert with a defined bank and a minimum of two feet of floodplain on either side of the banks. Due to the meandering nature of the stream, approximately 70 feet of the stream will be straightened to align it with the culvert. The stream crossings will be designed in accordance with the applicant's "Waterway and Wildlife Crossing Policy and Design Guide: For Aquatic Organism, Wildlife Habitat, and Hydrologic Connectivity".

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require the applicant to 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 a NRPA permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternative analysis for the proposed project, dated January 2009. The applicant examined eight locations within the Town of Trenton, taking into consideration parcel availability and site acquisition costs, wetland impacts, impacts to threatened and endangered species and historic and archeological resources, and a visual connection to ANP. Following the screening analysis, the selected site was determined to best meet the purpose and need of the proposed project. The applicant was unable to reduce the size, scope, or density of the project in a manner that would significantly reduce wetland impacts while maintaining viability of the project.

B. Minimal Alteration. The amount of freshwater wetland and stream to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. For the improvements to State Route 3, applicant designed 1.5:1 side slopes

when crossing wetlands and proposes to construct headwalls and wingwalls on the box culvert extension to lessen impacts at the Crippens Brook crossing. For the access road, the side slopes will be steepened and wingwalls on the pipe arch to lessen impacts at the Crippens Brook crossing, reducing its length from 150 feet to 80 feet.

C. Compensation. Compensation is required to achieve the goal of no net loss of wetland and stream functions and values. In accordance with Chapter 310, Section 5C, compensation is required to achieve the goal of no net loss of wetland functions and values. The applicant submitted a functional assessment, dated January, 2009, which lists the four wetland types (stream and associated wetlands, forested wetlands, scrub shrub, and wet meadow wetlands) to be altered by the proposed project and identified their primary functions and values as wildlife habitat, sediment/shoreline stabilization, and sediment/toxicant retention. Other functions occurring in the wetlands include floodwater alteration, nutrient removal, and production export. An education/scientific value is provided by a beaver impoundment and vernal pool located on the property.

Details of the proposed mitigation plan are included in Exhibit 18 of the application in a document entitled "Maine Department of Transportation - Acadia Gateway Center Project, Trenton, Wetland Mitigation Plan," prepared by the applicant and dated January 2009. The applicant proposes to preserve approximately 54 acres of land (Preservation Area) located at the westerly portion of the property to compensate for the approximately 2.7 acres of freshwater wetland impacts associated with all phases of development of the AGC project. This area includes forested uplands, wetlands, and at least, one manmade vernal pool.

The Department finds that the proposed preservation area exceeds the minimum preservation ratio of 8:1 and provides significant wetland functions that match those being lost on the project site. The applicant submitted a draft Declaration of Covenants and Restrictions that is intended to protect the Preservation Area in perpetuity and to maintain it in an undeveloped state with limited access. Once executed, the Declaration of Covenants and Restrictions will grant the Department third-party rights of enforcement. The applicant must submit a recorded deed restriction protecting the Preservation Area to the BLWQ prior to the start of construction.

The applicant submitted a mitigation plan to compensate for lost functions and values of impacted wetlands. After considering several compensation options, the applicant elected to make a contribution into the In-lieu-fee (ILF) program of \$86,046 for 30,952 square feet of permanent impact to scrub shrub and emergent freshwater wetlands at the project site. Prior to the start of construction, the applicant shall submit payment of \$86,046 to the ILF program administrator at 17 State House Station, Augusta, Maine 04333.

In addition, the applicant elected to make a contribution into the Maine Natural Resource Conservation Fund (MNRCF) in the amount of \$77,283.36 to compensate for 23,742 square feet of permanent impacts to freshwater wetlands associated with the improvements to State Route 3 and to wetlands of special significance associated with the stream crossings that provide sediment/toxicant retention. Payment of the compensation fee shall be completed prior to the start of construction. The compensation fee will be

remitted by internal funds transfer to the attention of the ILF program administrator at 17 State House Station, Augusta, Maine 04333.

The Department finds that the applicant has avoided and minimized 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.

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.
- 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 all instream work is completed during low flow conditions between July 1 and September 30 of any calendar year and that the stream channel realignment is overseen by the applicant's Environmental Office representative or an approved third party inspector, as described in Finding 6; and the deed restriction for the Preservation Area is recorded and submitted, and the In-Lieu Fee is paid, as described in Finding 16.
- 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 38 M.R.S.A. Section 480-P.

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 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided that designated buffer areas are protected as outlined in Finding 8.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided that a pre-construction meeting is held as described in Finding 10.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C provided that deed restrictions for designated buffer areas are recorded, as described in Finding 8 and final design details for Phases II and III are submitted for approval prior to start of construction on each phase as outlined in Finding 10.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services provided that the subsurface wastewater disposal system is located as shown on the set of plans referenced in Finding 1 and installed as described in Finding 13; that additional water supply, wastewater treatment, and solid waste disposal information for Phases II and III is submitted for approval prior to start of construction on each phase as outlined in Findings 12, 13, and 14; and storm sewer grit and sediment materials removed from the stormwater control structures during maintenance activities are disposed of in compliance with the Department's Solid Waste Management Rules.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of MAINE DEPARTMENT OF TRANSPORTATION to construct Phase I development of the Acadia Gateway Center, as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation 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. Prior to the start of construction, the applicant shall compensate for lost wetland functions and values by making a contribution to the MNRCF in the amount of \$77,283.36. Payment shall be submitted to the ILF program administrator at 17 State House Station, Augusta, Maine 04333.
5. Prior the start of construction, the applicant shall conduct a pre-construction meeting. This meeting shall be attended by the applicant's representative, Department staff, the design engineer, and the contractor.
6. Prior to the start of construction, the applicant shall retain a representative from its Environmental Office, or an approved third party inspector, to inspect the installation of the access road stream crossing and the construction and stabilization of the realigned stream channel.
7. All instream work shall be completed between July 1 and September 30 of any calendar year.
8. The applicant shall execute and record the required deed restrictions for the stormwater buffers within 60 days of the date of this Order. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the BLWQ within 30 days of its recording.
9. Prior to the start of construction, the location of the stormwater buffers shall be permanently marked on the ground.
10. Prior the start of construction, the applicant shall record the Declaration Covenants and Restrictions for the Preservation Area at the Hancock County Registry of Deeds and submit recorded copies to the BLWQ.
11. Prior to the start of construction on Phases II and III, the applicant shall submit final design details for the stormwater management system to the BLWQ for review and approval. The submission shall include, at a minimum, the revised Post-Development Plan; design details for each stormwater treatment unit; and revised BMP Worksheet.
12. Relocation of the individual subsurface wastewater disposal system or wastewater flows exceeding its design capacity shall require review and approval from the BLWQ prior to installation of the system.

13. If wood waste is disposed in a stump dump, then the applicant shall submit a revised site plan showing the location of the stump dump to the BLWQ prior to occupancy of the bus maintenance facility.
14. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities shall be disposed of in compliance with the Department's Solid Waste Management Rules.

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.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES  
RLG/L#24518AN, 24518BN, & L#24518CN/ATS#69510, 69511, & 70519

**Department of Environmental Protection**  
**SITE LOCATION OF DEVELOPMENT (SITE)**  
**STANDARD CONDITIONS**

**STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.**

1. This approval 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 the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. 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.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)/Revised November 1, 1979



## 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

## **STORMWATER MANAGEMENT LAW STANDARD CONDITIONS**

### **STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL**

**Standard conditions of approval.** Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval 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 must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S.A. § 420-D (8) and is subject to penalties under 38 M.R.S.A. § 349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Initiation of project within two years. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference.
- (6) Reexamination after five years. If the project is not completed within five years from the date of the granting of approval, the department may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances or requirements which may have occurred during the five-year period.

- (7) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the developer, and the owner and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.
- (8) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the department.
- (9) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
  - (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
  - (b) All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.
  - (c) The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained

November 16, 2005



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

REPLY TO:  
 ATTENTION OF:

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

OFFICE OF ENVIRONMENTAL SERVICES  
 MAINE DEPT. OF TRANSPORTATION  
 16 STATE HOUSE STATION  
 AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2006-03036  
 CORPS PGP ID# 09-063  
 STATE ID# NRPA

**DESCRIPTION OF WORK:**

Place fill below the ordinary high water line of Crippens Brook and in adjacent freshwater wetlands off Route 3 at Trenton, Maine in order to develop "Acadia Gateway", a multi-modal visitor center serving the greater Mount Desert Island and Acadia National Park area. Approximately 2.93 acres of wetland and stream bed will be impacted by the project. This work is shown on the attached plans entitled "Acadia Gateway Center,

Project Description Continued on Page 2

LAT/LONG COORDINATES : 44.4700786° N 68.3663026° W USGS QUAD: SALSBURY COVE, 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 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.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.** 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 [  ], DENIED [  ] DATE \_\_\_\_\_

APPLICATION TYPE: PBR: \_\_\_\_\_ TIER 1: \_\_\_\_\_ TIER 2: \_\_\_\_\_ TIER 3:  LURC: \_\_\_\_\_ DMR LEASE: \_\_\_\_\_ NA: \_\_\_\_\_

**III. FEDERAL ACTIONS:**

JOINT PROCESSING MEETING: 2/19/09 LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2:

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 \_\_\_\_\_, 404  10/404 \_\_\_\_\_, 103 \_\_\_\_\_

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

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

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

JAY L. CLEMENT  
 SENIOR PROJECT MANAGER  
 MAINE PROJECT OFFICE

PHILIP T. FEIR  
 COLONEL, CORPS OF ENGINEERS  
 DISTRICT ENGINEER

3-19-09  
 DATE



Project Description Continued from Page 1

Trenton” in 20 sheets undated; “ACADIA GATEWAY FACILITY, BUS MAINTENANCE FACILITY” in five sheets undated; and “TRENTON ROUTE 3” in seven sheets undated. To address State requirements for compensatory mitigation, approximately 54 acres of mixed wetland and upland will be preserved in its natural state in perpetuity on site and \$77,283.36 will be paid to the Natural Resource Mitigation Fund (see condition below).

DOT PIN: 9610.00

SPECIAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
NO. NAE-2006-03036

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. 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. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.
5. Instream work shall be performed between July 15 and October 1 in order to minimize potential impacts to fisheries and local water quality.
6. All areas of temporary fill shall be restored to their original contours and character upon completion of the project.
7. The permittee shall ensure that the placement/replacement of culverts conforms to the provisions of the current Maine DOT Fish Passage & Design Guide.
8. Mitigation shall consist of payment of \$77,283.36 to the Natural Resource Mitigation Fund. The Corps will provide a completed ILF Project Data Worksheet which must be mailed with a cashiers check or bank draft, made out to "Treasurer, State of Maine", with the permit number noted on the check. The check and worksheet should be mailed to: ME DEP, Attn: ILF Program Administrator, State House Station 17, Augusta, ME 04333. **This authorization is not valid until the permittee provides the Corps with a copy of the check, with the permit number noted on the check.** The ILF amount is only valid for a period of one year from the date on the authorization letter. After that time, the project would need to be reevaluated and a new amount determined.

# IN-LIEU-FEE (ILF) PROJECT DATA WORKSHEET

DEP Invoice # \_\_\_\_\_

*[Note: Will be filled in by ILF Administrator in Augusta]*

Project name: Acadia Gateway Center Project (DOT PIN 16123.00)

Applicant (s): Maine Dept. of Transportation

DEP/Corps permit #: COE Permit No. NAE-2006-03036; DEP No.

*[Note: Please attach a PDF copy of the permit]*

DEP ATS #: \_\_\_\_\_

ILF Contribution Amount \$77,283.36

*[Note: Please attach a PDF copy of the check]*

Project address: Route 3, Trenton (Refer to Plans Attached to Permit)

*[Note; Please attach a PDF map of project location]*

Biophysical region: (1) Penobscot Bay Coast and (2) Maine Eastern Coastal

Subsections (site straddles the boundary)

Size of total impact subject to compensation: ILF = 20,556 s.f. @ 1:1 + 3,186 s.f.

@ 2:1; Perm. Resp. = 135,513 s.f.; Total impact = 159,255 s. f. (Note – Permittee

Responsible Compensation portion consists of 54 acres of on site preservation.)

Resources Impacted: *[The resource table on page 2 MUST be filled in with all resource types impacted, amounts and functions.]*

Project manager: COE – Clement; DEP – Damon/Green

**Note:** The ILF Project Data Worksheet must be filled out by the PM within 3 days of receiving a contribution to the “Natural Resource Mitigation Fund” and faxed along with a copy of the check to James Cassida in Augusta at 287-7826. The distribution of ILF contributions is time sensitive.

The PM should also double check to make sure that the check has been routed to Augusta with the correct account number reference. The account # for the ILF program is 014.06A.1776.14

## Resource(s) Impacted:

**Resource Type:** (Wetlands by NWI Type (PFO, PSS, M1, M2, E1, E2, etc), significant vernal pool (SVP), shorebird feeding & staging habitat (Shorebird), inland waterfowl & wading bird habitat (IWWH), tidal waterfowl & wading habitat (TWWH), and river, stream, or brook (RSB).

**Wetland Functions & Values:** Groundwater recharge/discharge (GWR); floodflow alterations (FF); fish & shellfish habitat (FSH); sediment toxicant retention (STR); nutrient removal (NR); production export (PE); sediment/shoreline stabilization (SS); wildlife habitat (WH); recreation (R); education/scientific value (ESV); uniqueness/heritage (UH); and visual quality/aesthetics (VQ).

**Types of impacts:** may include filling, dredging, vegetation conversion (e.g. forested to shrub/scrub), others.

Resource type (list all that apply)	Functions (for wetland impacts) (list all that apply, by resource type)	Type of Impact (by resource type)	Sq Feet Impacted (by resource type)
ILF:			
PEM	PFNI; SF/V = STR	Fill	10,747
PSS	PFNI; SF/V = STR	Fill	9,216
PFO	PFNI; SF/V = STR	Fill	593
PEM (WSS)	STR, SS, WH	Fill	22
PSS (WSS)	STR, SS, WH	Fill	737
PFO (WSS)	STR, SS, WH	Fill	2,427
Permittee Resp: (On site Preservation)			
PEM	PFNI; SF/V = WH	Fill	80,114
PSS	WH	Fill	21,524
PFO	WH	Fill	1,550
RSB	PFNI; SF/V = WH	Fill	865
PSS/PFO	WH	WQ filter strip flow area (DEP impact only; no fill)	31,460
<b>Total square feet impacted</b>			159,255

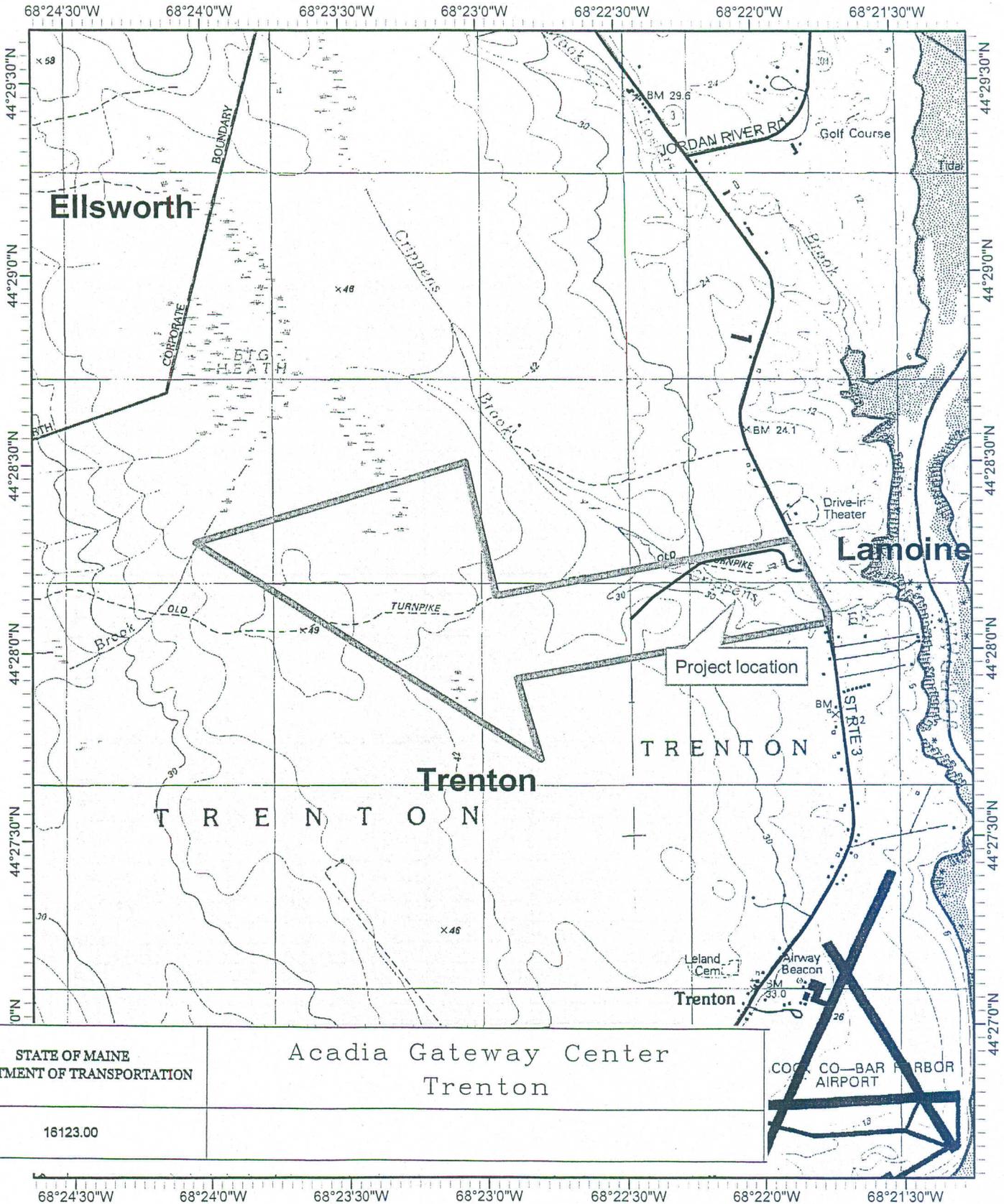
**Notes:**

PFNI = principal function not identified

SF/V = secondary function/value (function/value occurs on a limited basis)

WSS = DEP Wetland of Special Significance (ILF @ 2:1 ratio)

# EXHIBIT 3



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

16123.00

Acadia Gateway Center  
Trenton

COG. CO—BAR HARBOR  
AIRPORT

EXHIBIT 14

Acadia Gateway Center - Trenton 16123.00 ACOE Wetland Impacts (s.f.)1-16-09  
Route 3

Station	PEM	PSS	PSS (WSS)	PFO	PFO (WSS)	EMFP (WSS)	SSFP (WSS)	RUS (WSS)
164+00 - 164+40 RT		213						
164+75 - 165+25 RT		245						
166+00 - 167+25 LT		2291						
167+75 - 169+50 RT		4968						
170+25 - 171+00 RT	2148							
170+75 LT	693							
171+50 - 171+80 LT	573							
171+60 - 171+90 RT	468							
172+40 - 173+40 RT	2991							
173+50 - 174+00 LT	557							
174+50 - 175+00 RT	1011							
174+50 - 175+00 LT		1005						
175+25 - 176+00 RT	1062							
175+75 - 176+00 LT		494						
176+25 - 177+25 RT	1185							
179+25 RT						22		
180+00 - 180+75 RT							217	
180+00 - 180+50 LT				593				
180+50 - 180+75 LT					415			
180+75 RT								56
180+75 LT								188
180+95 - 181+10 LT					69			
181+00 RT			50					
187+05 - 187+20 LT	59							
<b>SUBTOTAL</b>	<b>10747</b>	<b>9216</b>	<b>50</b>	<b>593</b>	<b>484</b>	<b>22</b>	<b>217</b>	<b>244</b>
<b>ACCESS ROAD</b>								
<b>Station</b>								
13+75 - 25+00 LT/RT	70966							
13+50 - 13+75 LT		281						
13+75 - 14+25 LT	1110							
17+50 - 18+25 LT	882							
18+75 - 19+75 LT	3395							
19+00 LT	79							
20+25 LT	369							
21+00 LT	230							
22+25 LT	324							
22+50 LT	431							
25+25 - 26+50 LT	2328							
25+80 - 27+25 LT/RT		8043						
28+00 - 28+50 LT				232				
30+60 LT/RT					1943			
30+60 Lt/RT								621
30+75 RT				88				
31+00 LT			470					
31+00 - 31+90 LT/RT		2905						
31+75 - 33+00 LT		1941						
32+10 - 32+60 RT				319				
37+50 RT		823						
37+60 - 39+95 LT/RT		4890						
40+40 - 41+30 LT/RT		2622						
41+75 LT		19						
42+00 LT				385				
43+00 LT				311				
44+85 RT				215				
<b>TOTALS</b>	<b>90861</b>	<b>30740</b>	<b>520</b>	<b>2143</b>	<b>2427</b>	<b>22</b>	<b>217</b>	<b>865</b>

127795

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	Acadia Gateway Center Trenton
16123.00	183

EXHIBIT 14

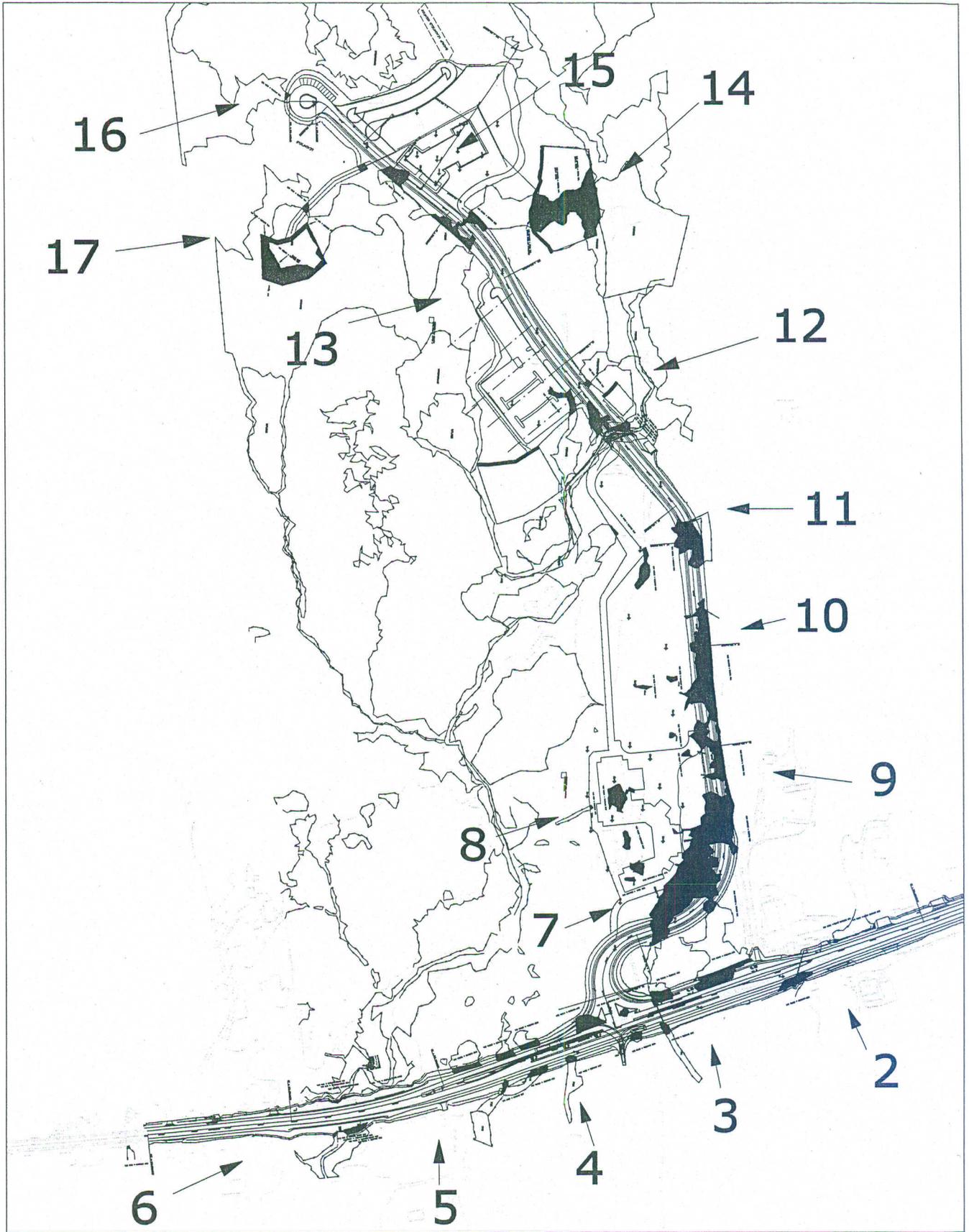
Acadia Gateway Center - Trenton 16123.00 MaineDEP Wetland Impacts (s.f.)1-20-09

Route 3

Station	PEM	PSS	PSS (WSS)	PFO	PFO (WSS)	EMFP (WSS)	SSFP (WSS)	RUS (WSS)
164+00 - 164+40 RT		213						
164+75 - 165+25 RT		245						
166+00 - 167+25 LT		2291						
167+75 - 169+50 RT		4968						
170+25 - 171+00 RT	2148							
170+75 LT	693							
171+50 - 171+80 LT	573							
171+60 - 171+90 RT	468							
172+40 - 173+40 RT	2991							
173+50 - 174+00 LT	557							
174+50 - 175+00 RT	1011							
174+50 - 175+00 LT		1005						
175+25 - 176+00 RT	1062							
175+75 - 176+00 LT		494						
176+25 - 177+25 RT	1185							
179+25 RT						22		
180+00 - 180+75 RT							217	
180+00 - 180+50 LT				593				
180+50 - 180+75 LT					415			
180+75 RT								56
180+75 LT								188
180+95 - 181+10 LT					69			
181+00 RT			50					
187+05 - 187+20 LT	59							
<b>SUBTOTAL</b>	<b>10747</b>	<b>9216</b>	<b>50</b>	<b>593</b>	<b>484</b>	<b>22</b>	<b>217</b>	<b>244</b>
<b>ACCESS ROAD</b>								
<b>Station</b>								
13+75 - 25+00 LT/RT	70966							
13+50 - 13+75 LT		281						
13+75 - 14+25 LT	1110							
17+50 - 18+25 LT	882							
18+75 - 19+75 LT	3395							
19+00 LT	79							
20+25 LT	369							
21+00 LT	230							
22+25 LT	324							
22+50 LT	431							
25+25 - 26+50 LT	2328							
25+80 - 27+25 LT/RT		8043						
28+00 - 28+50 LT				232				
30+60 LT/RT					1943			
30+60 Lt/RT								621
30+75 RT				88				
31+00 LT			470					
31+00 - 31+90 LT/RT		2905						
31+75 - 33+00 LT		1941						
32+10 - 32+60 RT				319				
36+00 - 37+50 RT				9031				
36+50 - 37+50 RT		11296						
37+50 RT		823						
37+60 - 39+95 LT/RT		4890						
40+40 - 41+30 LT/RT		2622						
41+00 - 43+00 LT				11133				
41+75 LT		19						
42+00 LT				385				
43+00 LT				311				
44+84 RT				215				
<b>TOTALS</b>	<b>90861</b>	<b>42036</b>	<b>520</b>	<b>22307</b>	<b>2427</b>	<b>22</b>	<b>217</b>	<b>865</b>

159255

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	Acadia Gateway Center Trenton	184
16123.00		



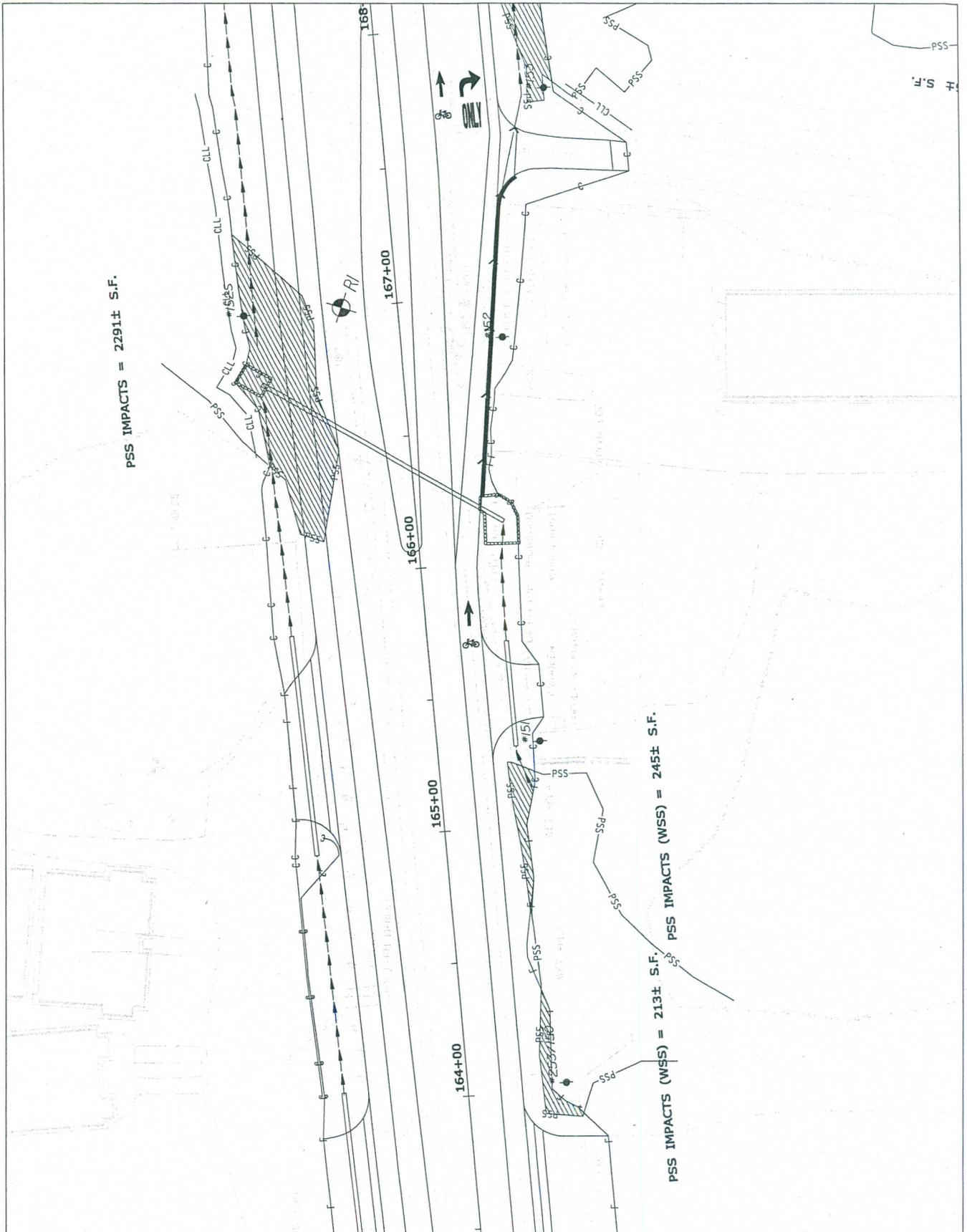
STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER  
1 185  
OF\_

16123.00

INDEX SHEET



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

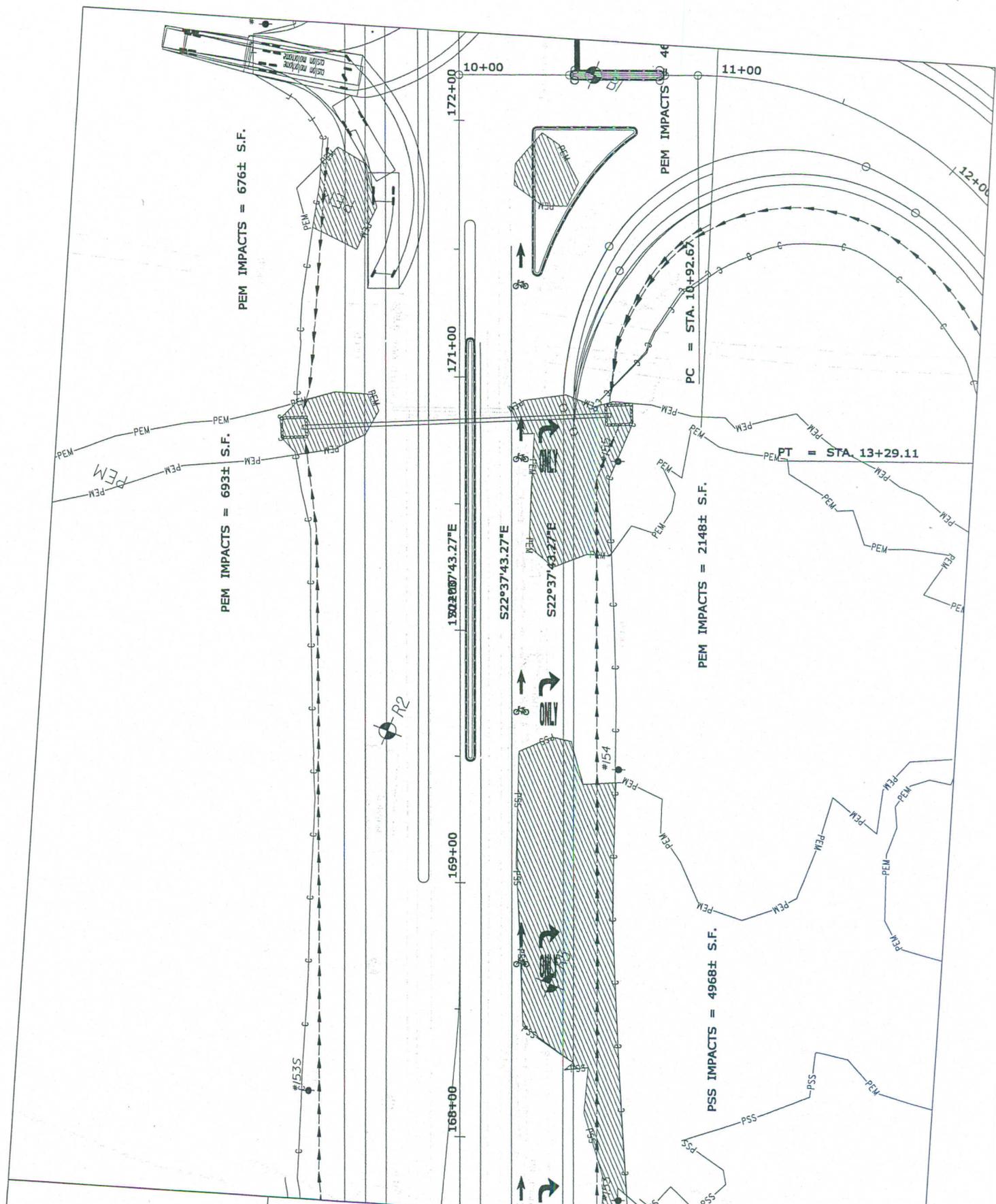
2

186

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

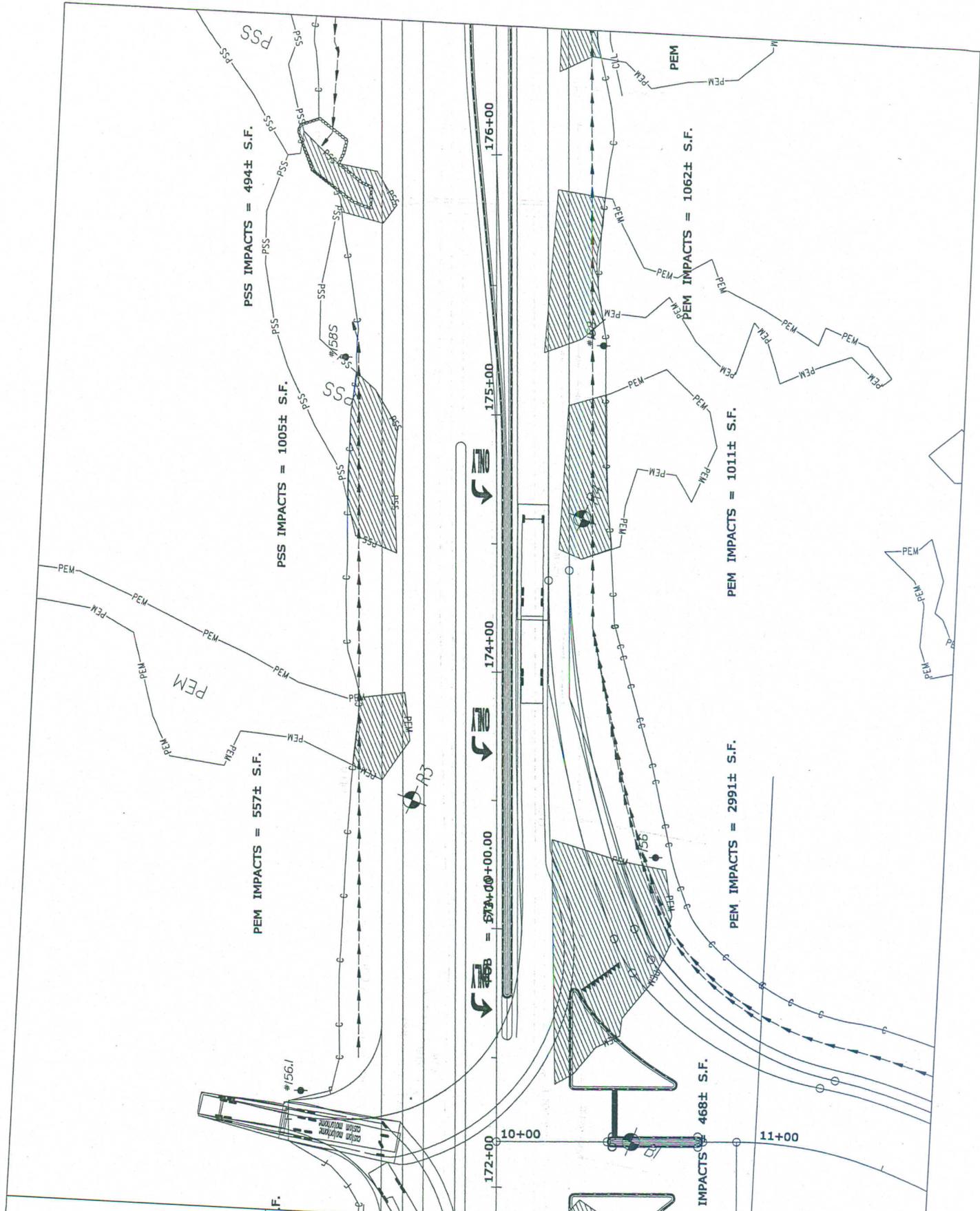
SHEET NUMBER

16123.00

RESOURCE IMPACTS

3

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

16123.00

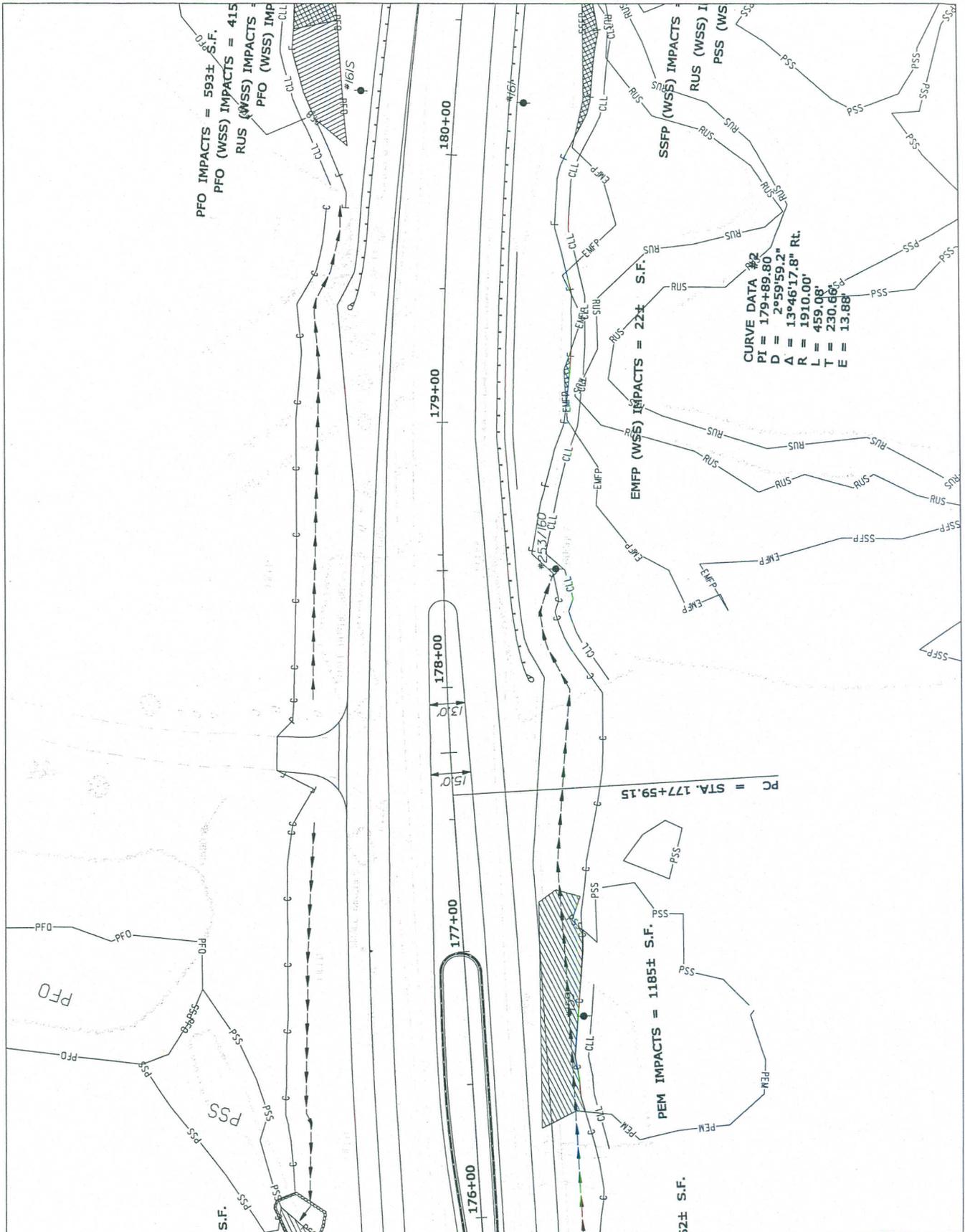
Acadia Gateway Center  
Trenton

RESOURCE IMPACTS

SHEET NUMBER

4

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

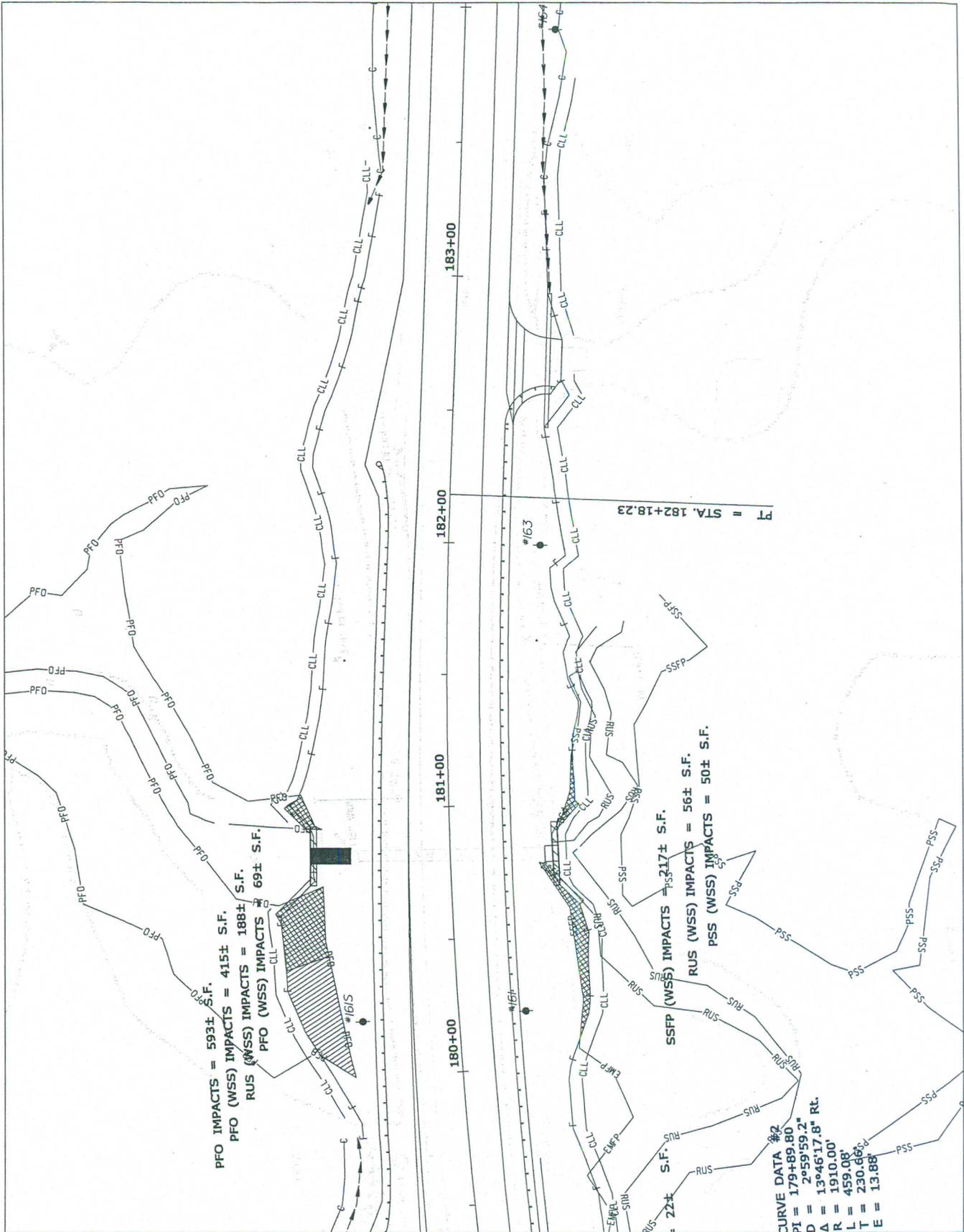
5

189

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

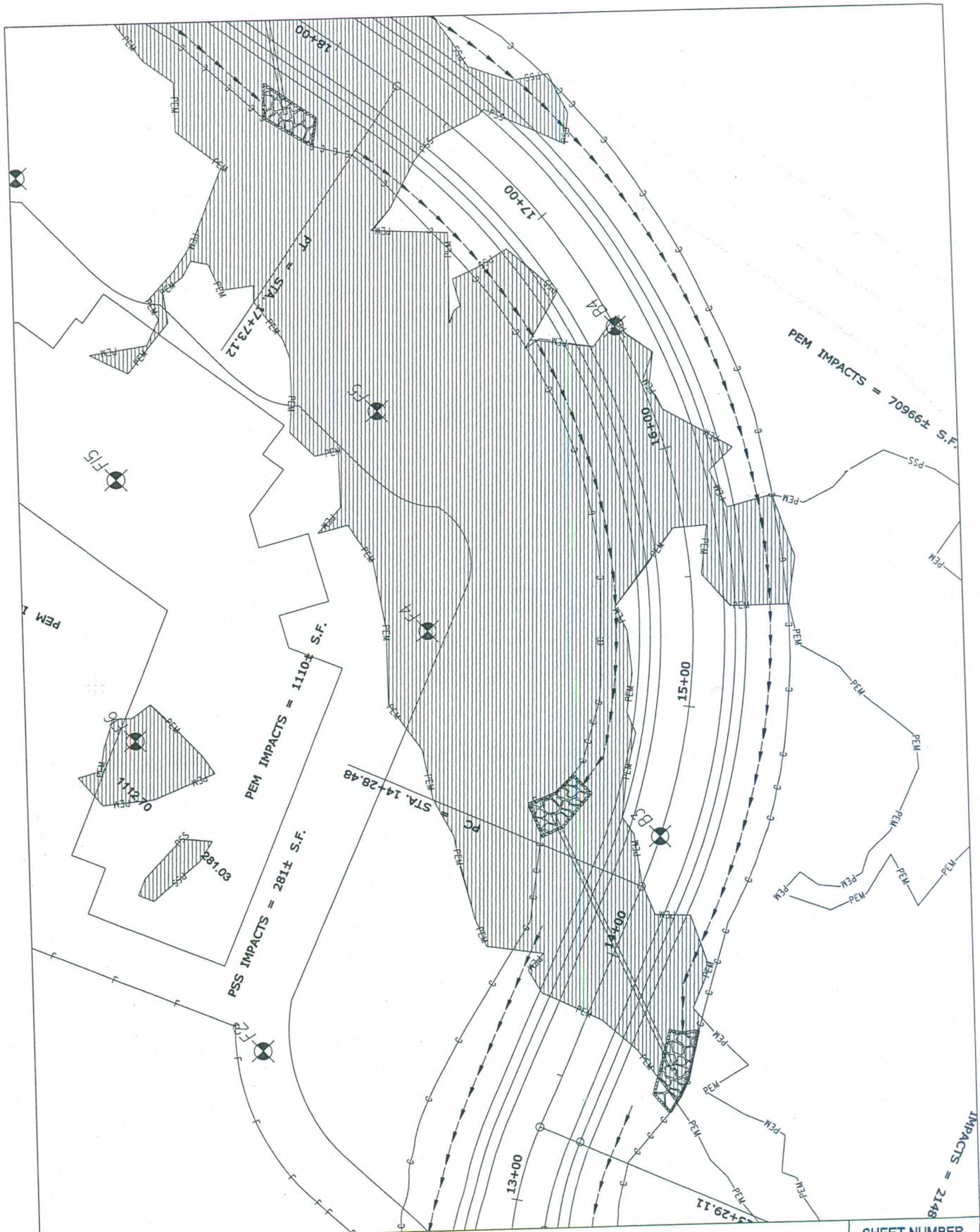
6

190

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

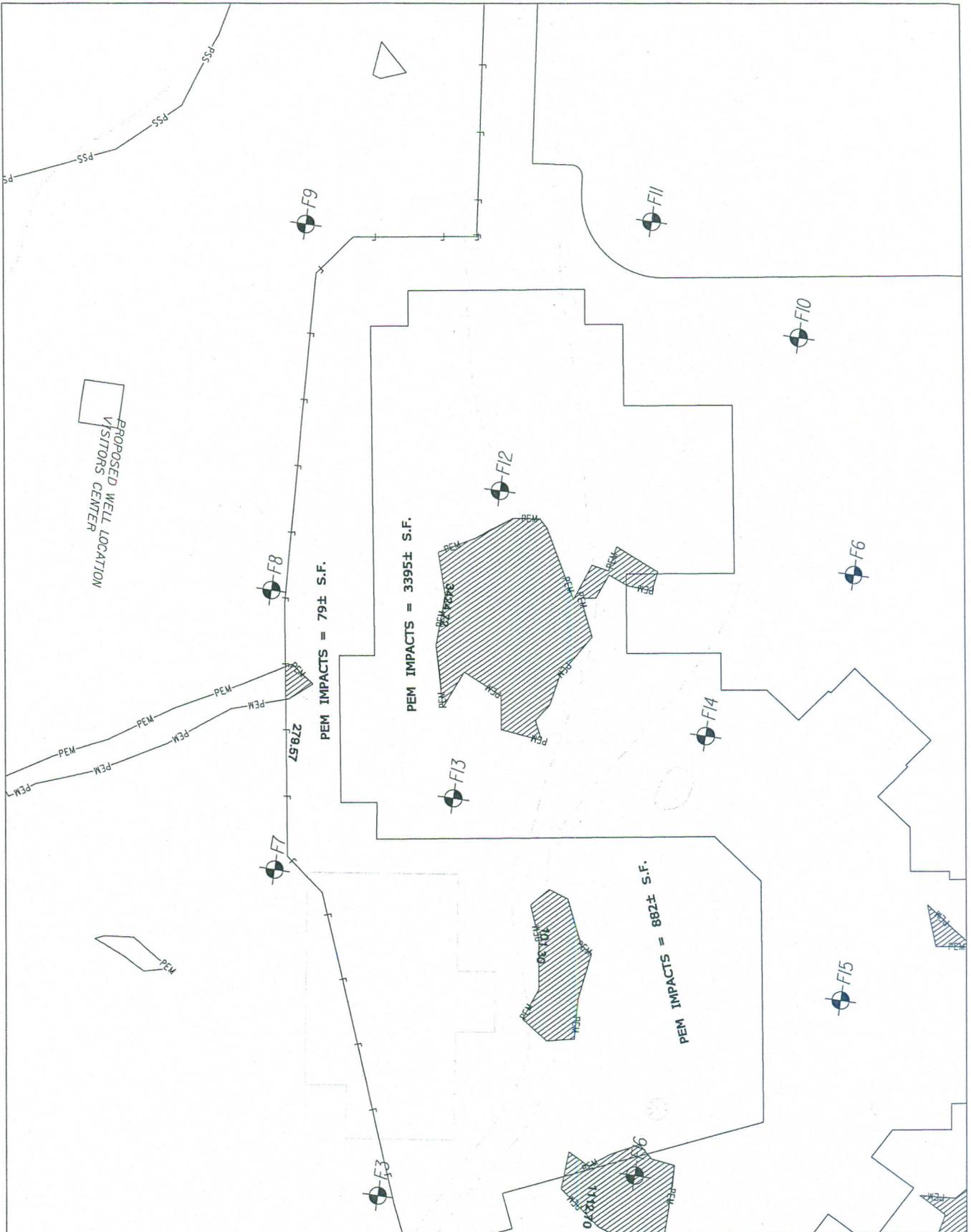
16123.00

RESOURCE IMPACTS



191

OF\_



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

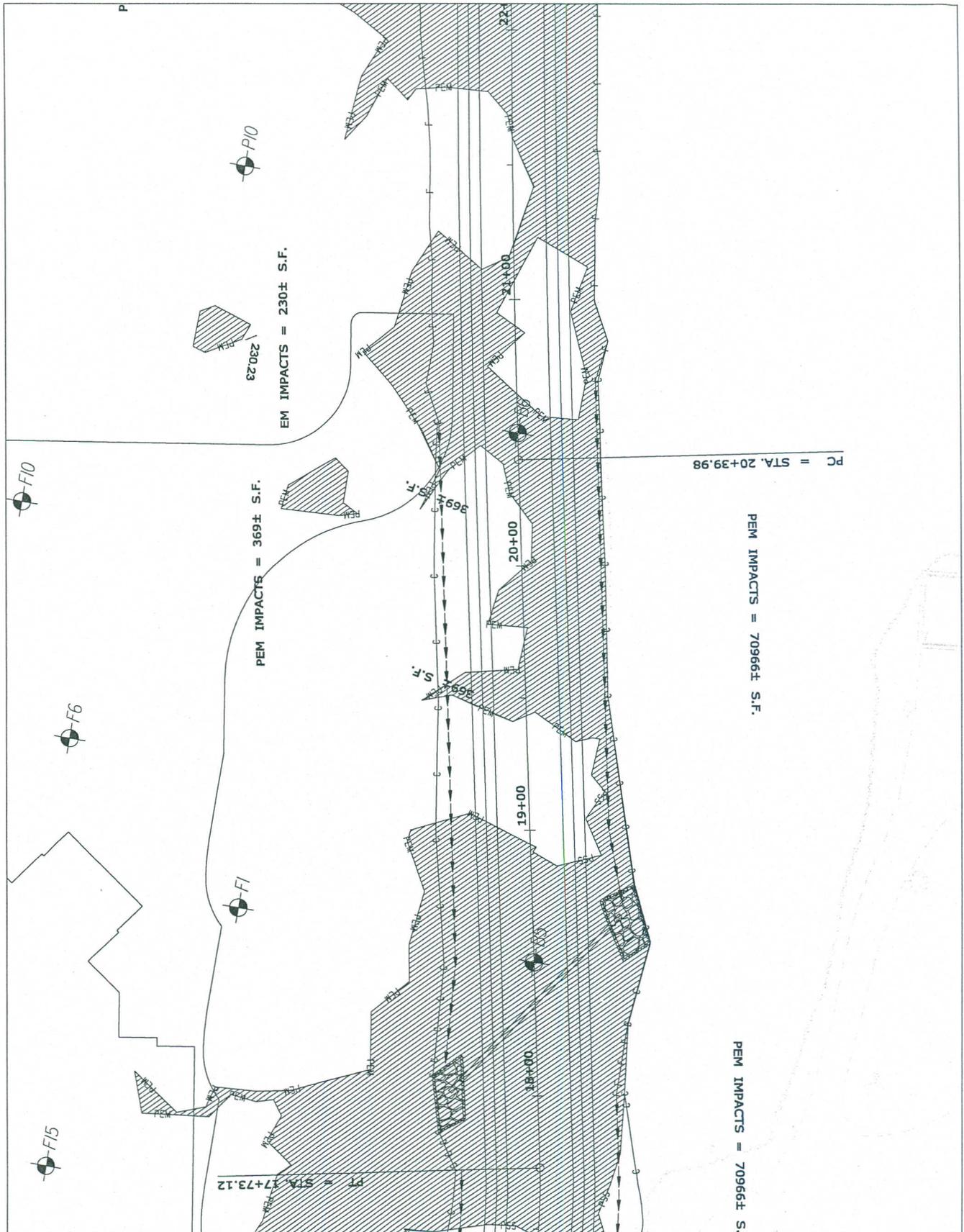
8

192

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

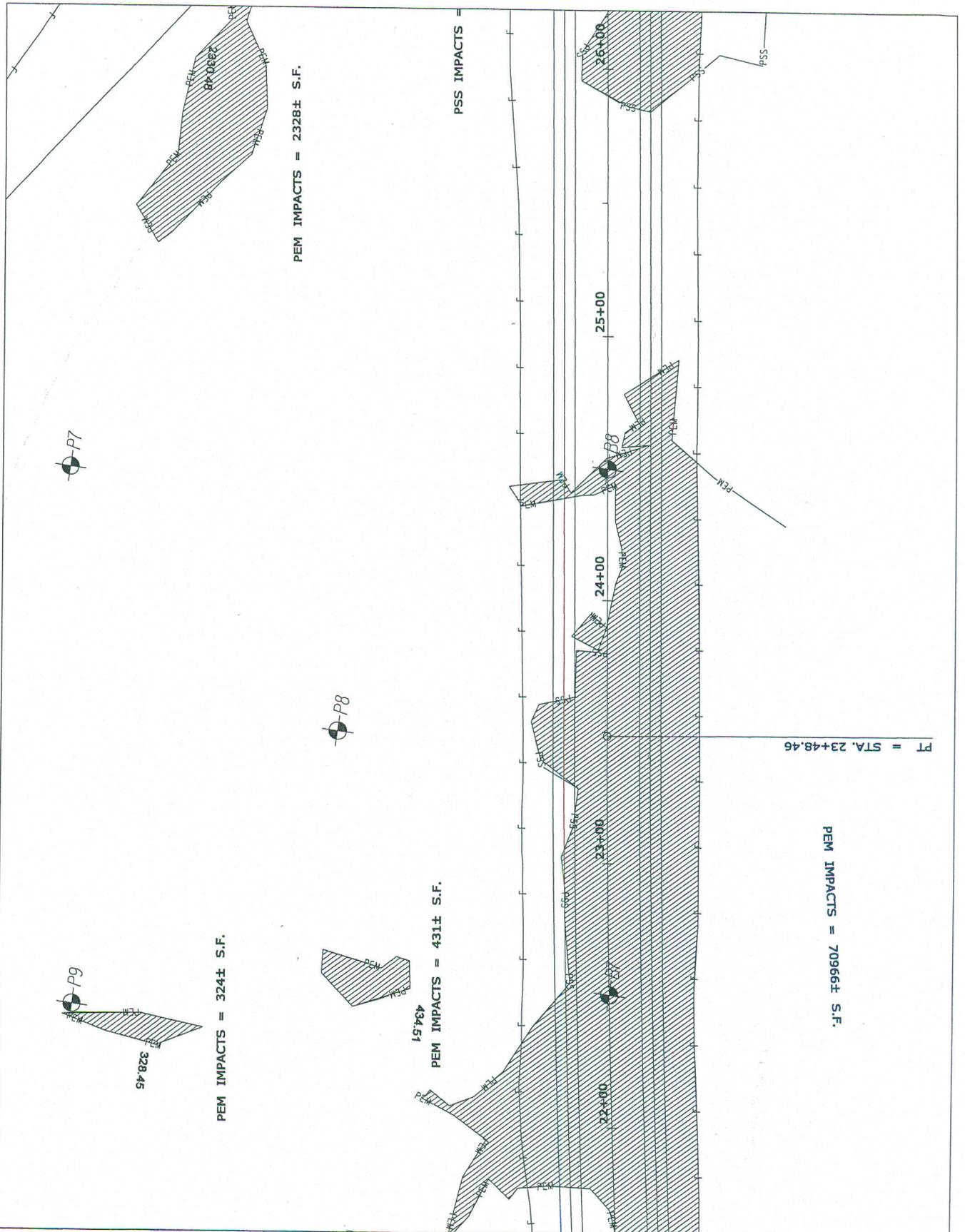
SHEET NUMBER

9 193

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

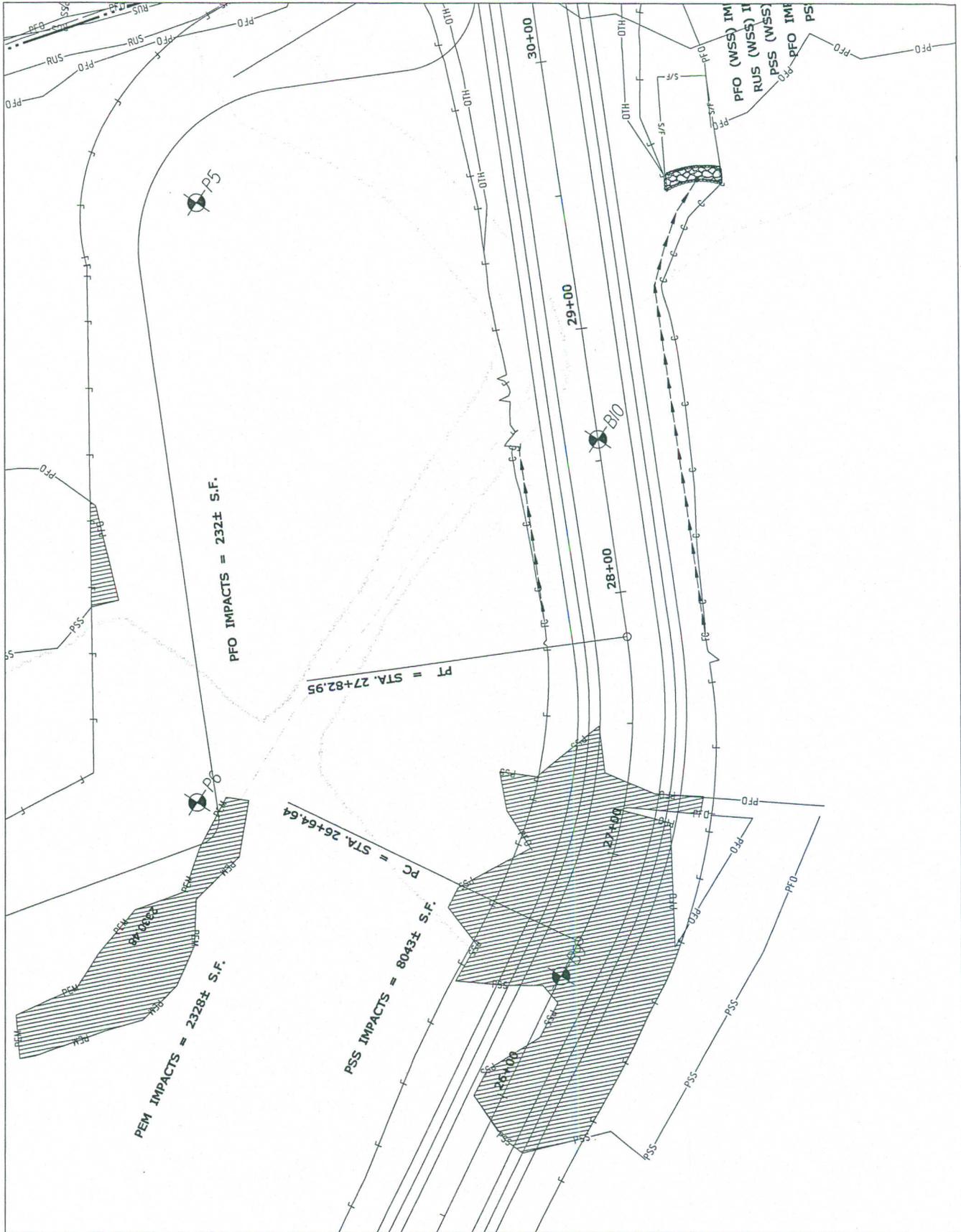
SHEET NUMBER

10 194

16123.00

RESOURCE IMPACTS

OF



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

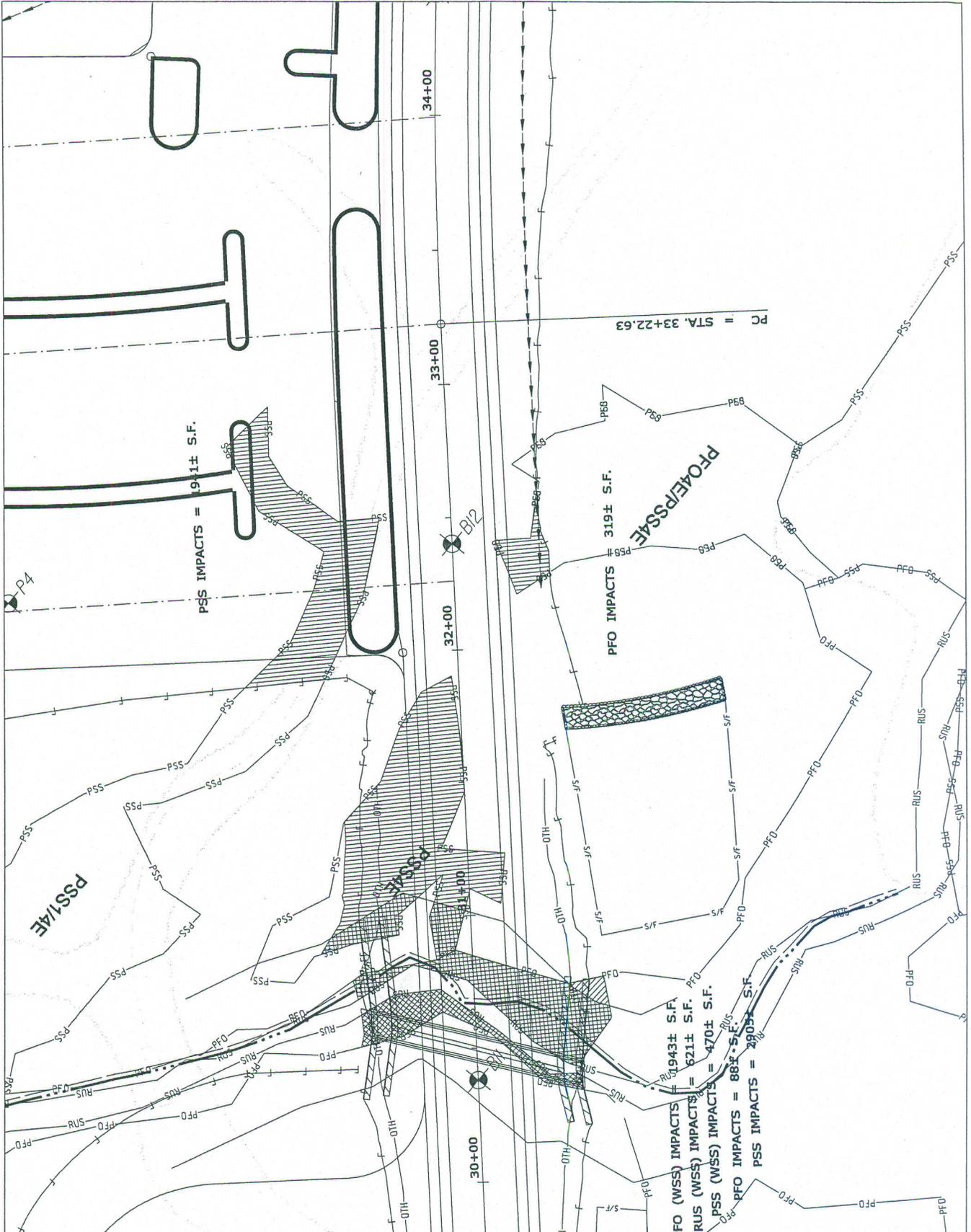
Acadia Gateway Center  
Trenton

SHEET NUMBER

11 195  
OF

16123.00

RESOURCE IMPACTS



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

16123.00

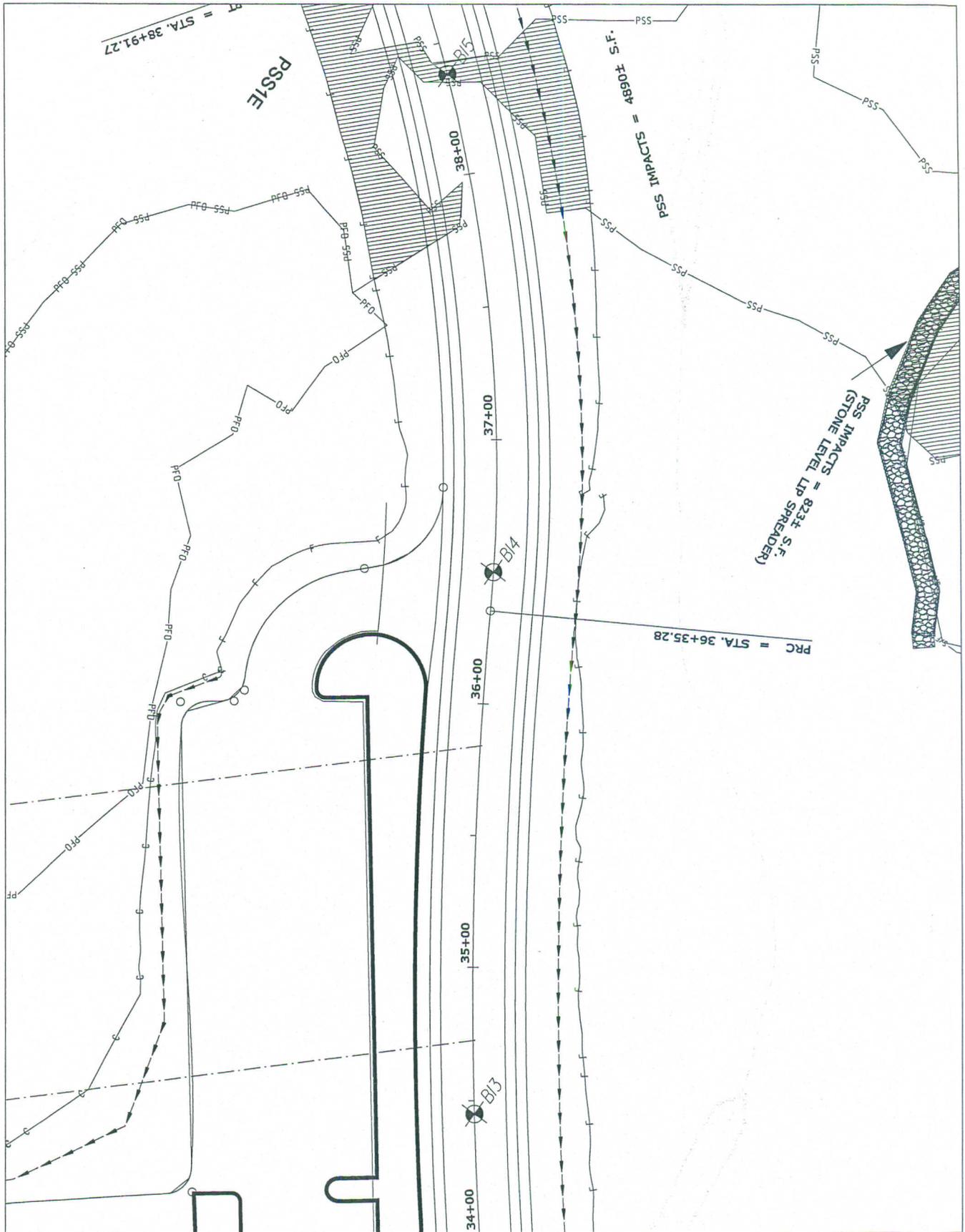
Acadia Gateway Center  
Trenton

RESOURCE IMPACTS

SHEET NUMBER

12 196

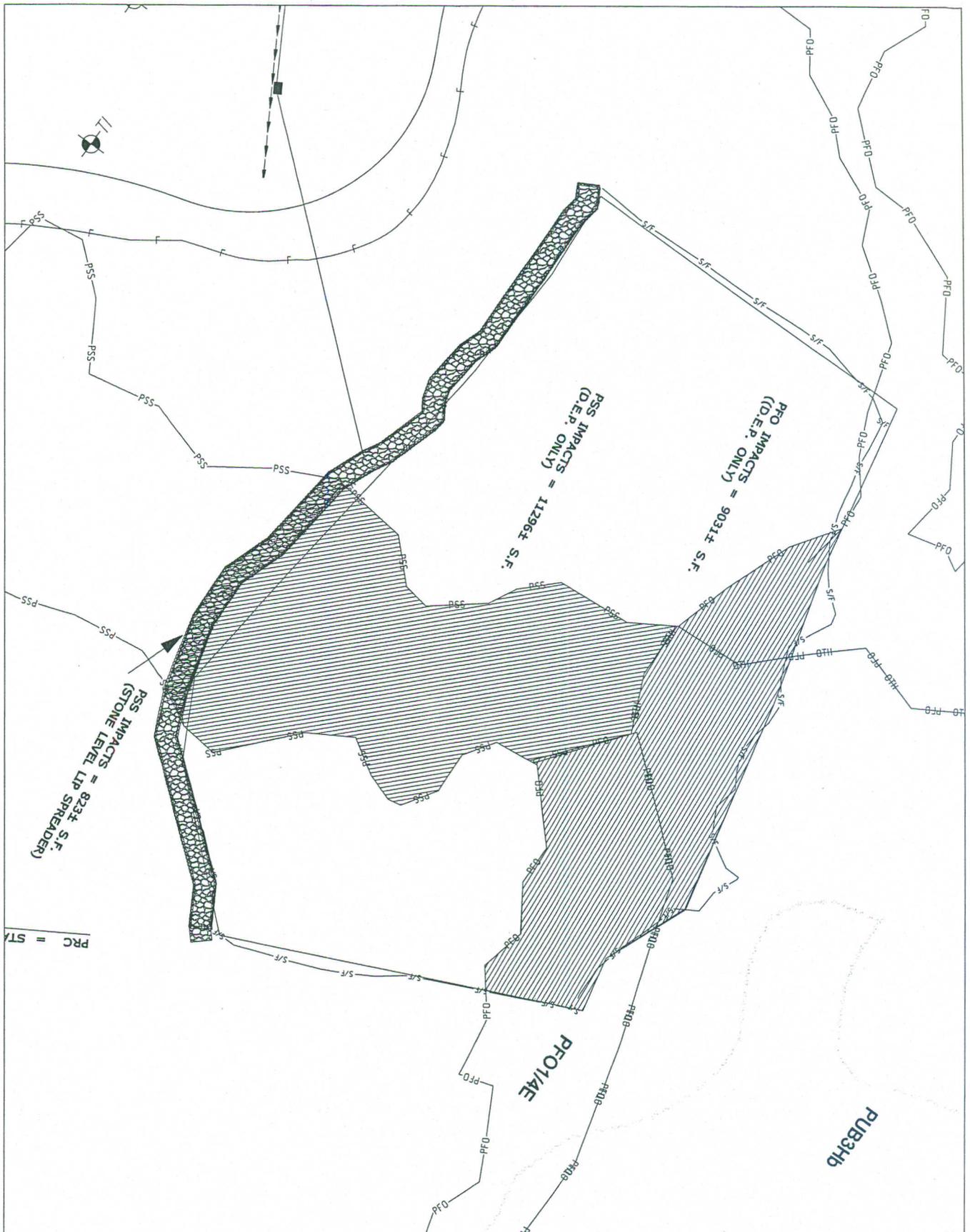
OF\_



STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION  
 16123.00

Acadia Gateway Center  
 Trenton  
 RESOURCE IMPACTS

SHEET NUMBER  
 13 197  
 OF\_



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

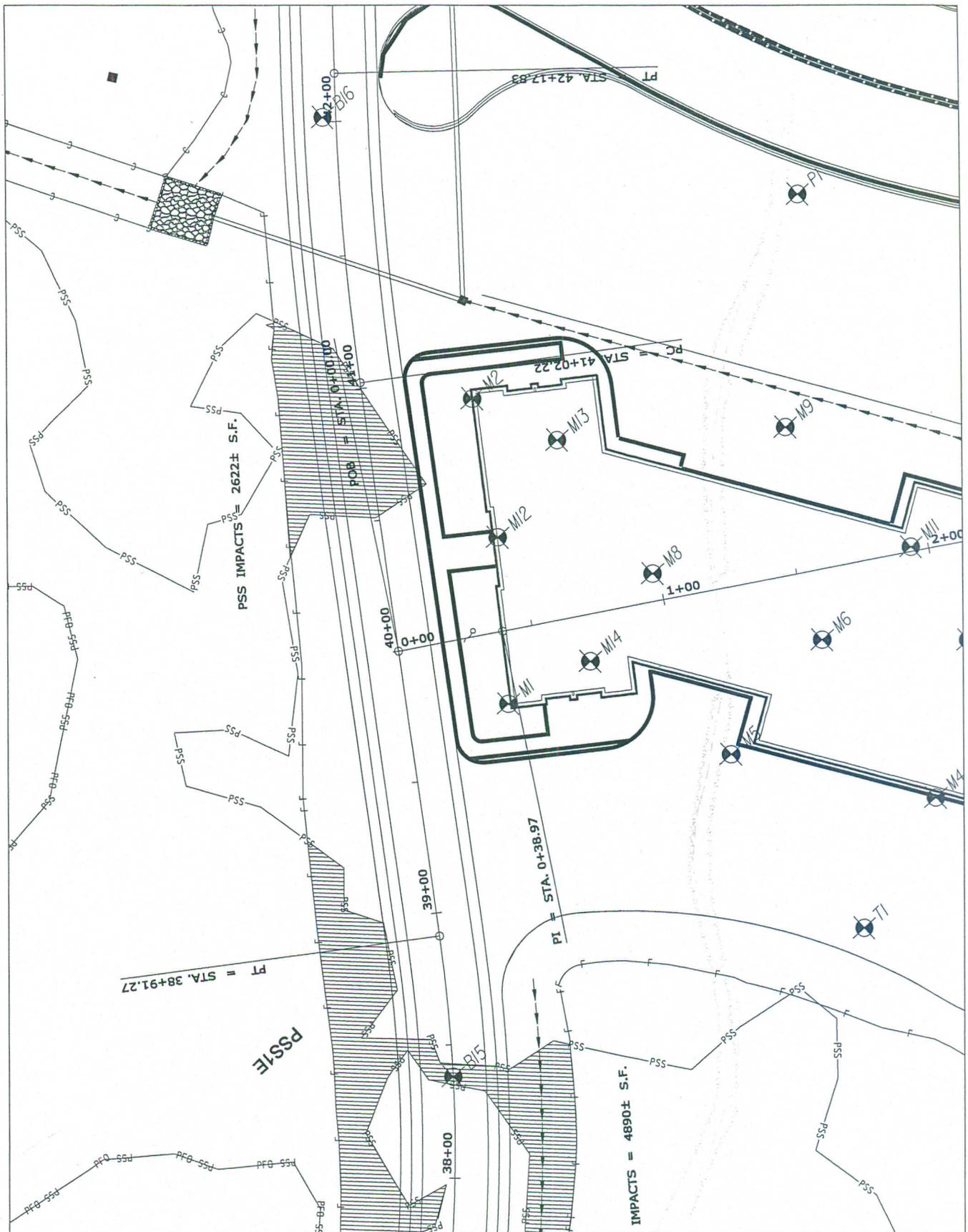
SHEET NUMBER

14 198

16123.00

RESOURCE IMPACTS

OF\_



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

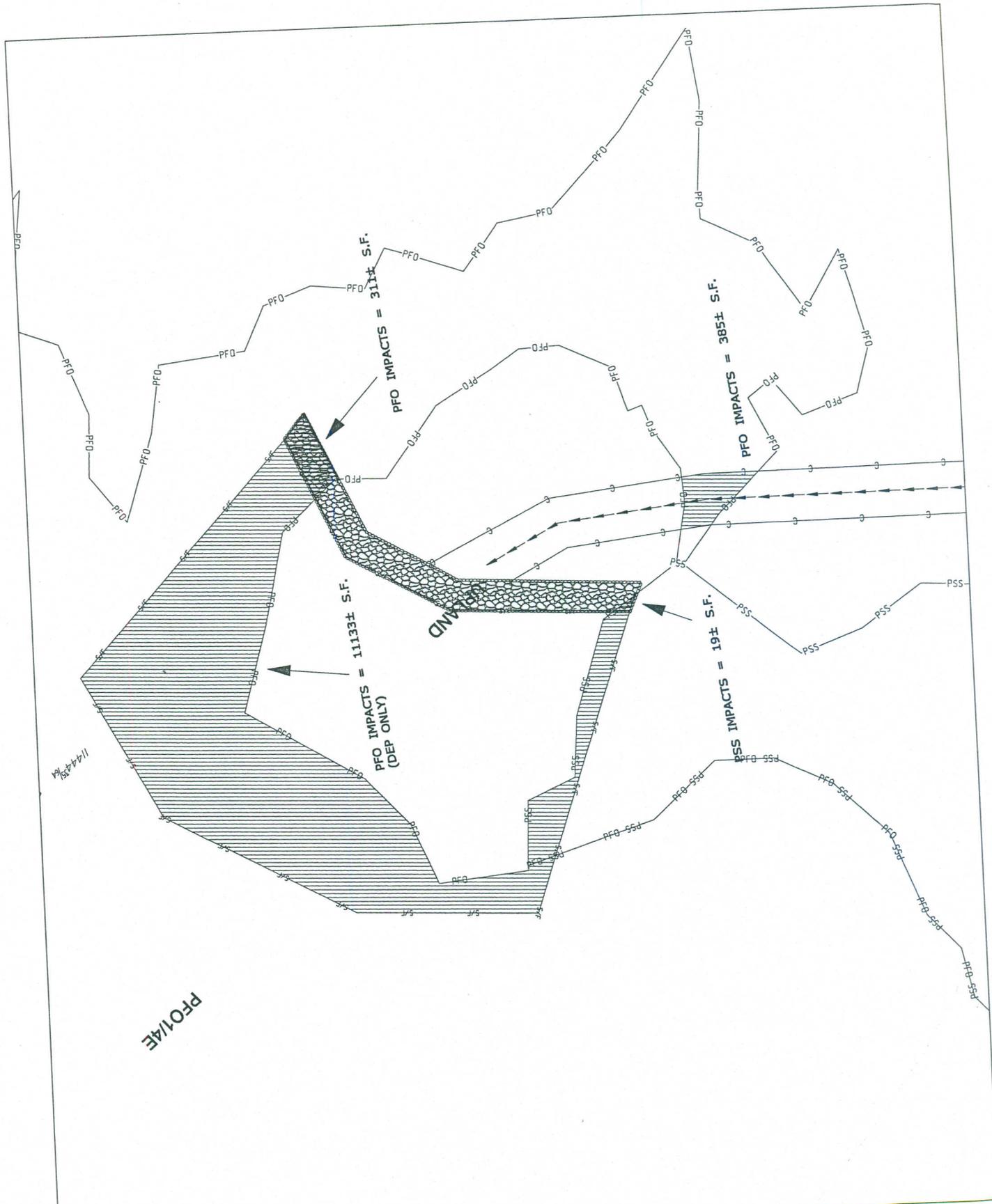
Acadia Gateway Center  
Trenton

SHEET NUMBER  
**15** 199  
OF \_

16123.00

RESOURCE IMPACTS





STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

Acadia Gateway Center  
Trenton

SHEET NUMBER

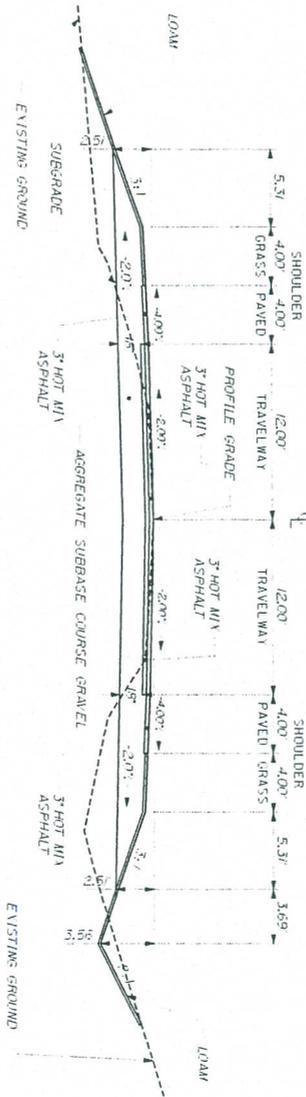
17

OF 201

16123.00

RESOURCE IMPACTS

OF



ACADIA GATEWAY CENTER  
 6 IN HOT MIX ASPHALT PAVEMENT  
 FULL DEPTH GRAVEL - NORMAL SECTION  
 STATION 10+00 TO STATION 44+50

- NOTE:
1. THE PAVEMENT BASE AND SUBBASE DEPTHS AS SHOWN ON THE PLANS ARE INTENDED TO BE MINIMAL.
  2. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE LOW SIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
  3. CROWNS FOR BOTH NORMAL AND SUPERELEVATION SECTIONS FOR ALL COURSES OF SUBBASE AND PAVEMENT SHALL BE STRAIGHT.
  4. THE GRAVEL QUANTITY CALCULATION IS BASED ON A 2% LOAN OR DIRT BORROW DEPTH. THE ACTUAL DEPTH MAY VARY, SEE THE GENERAL NOTES.
  5. THE AGRABRIC DIFFERENCE BETWEEN THE SHOULDER AND TRAVELWAY CROSS SLOPES SHOULD BE 1% AND EXCEED 8%.
  6. THE STATIONING SHOWN UNDER EACH TYPICAL IS APPROXIMATE.

NOT TO SCALE

OF 12

ACADIA GATEWAY FACILITY  
 BUS MAINTENANCE FACILITY

TYPICAL SECTIONS

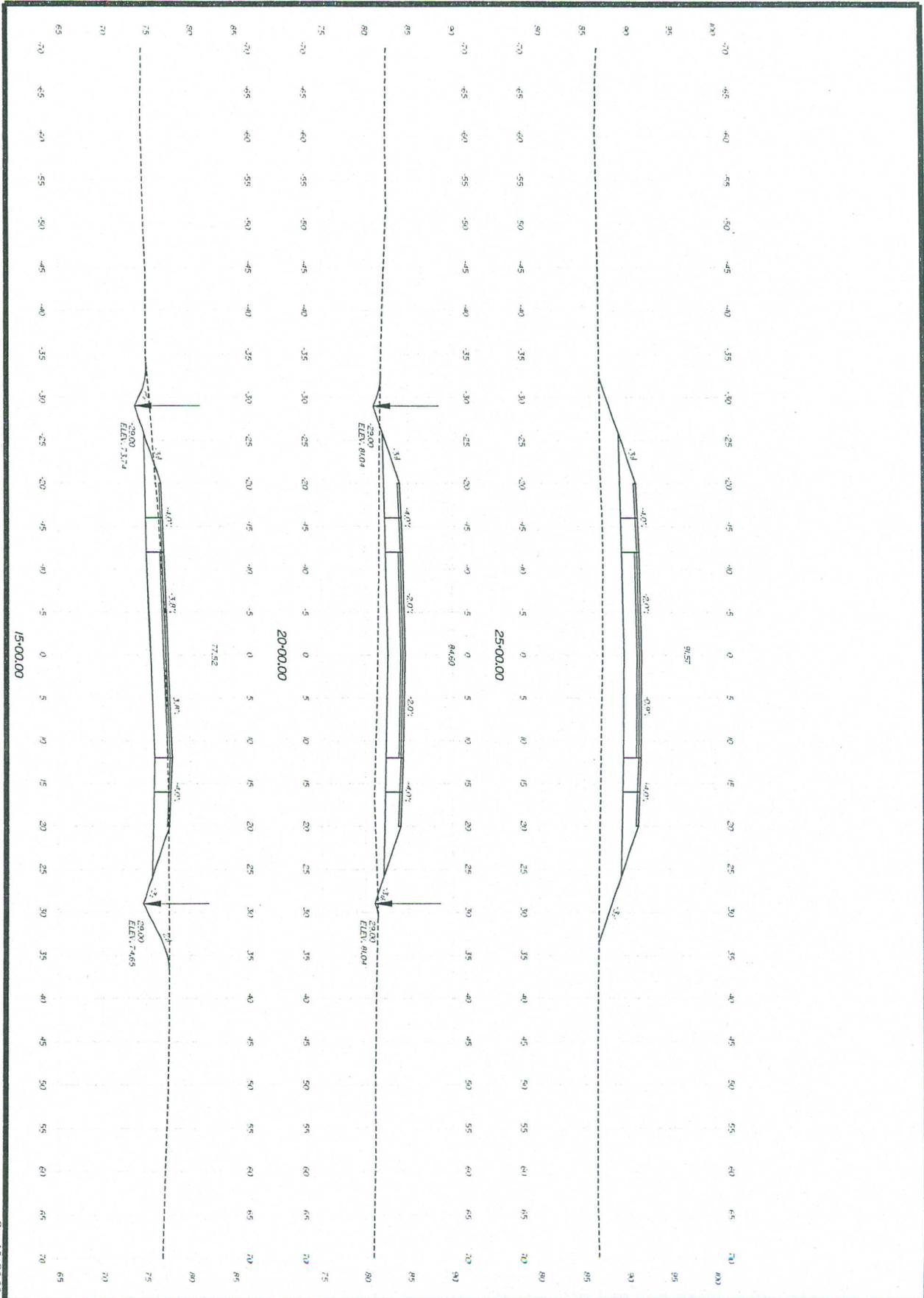
SIGNATURE	
P.E. NUMBER	
DATE	

STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION

13332.09

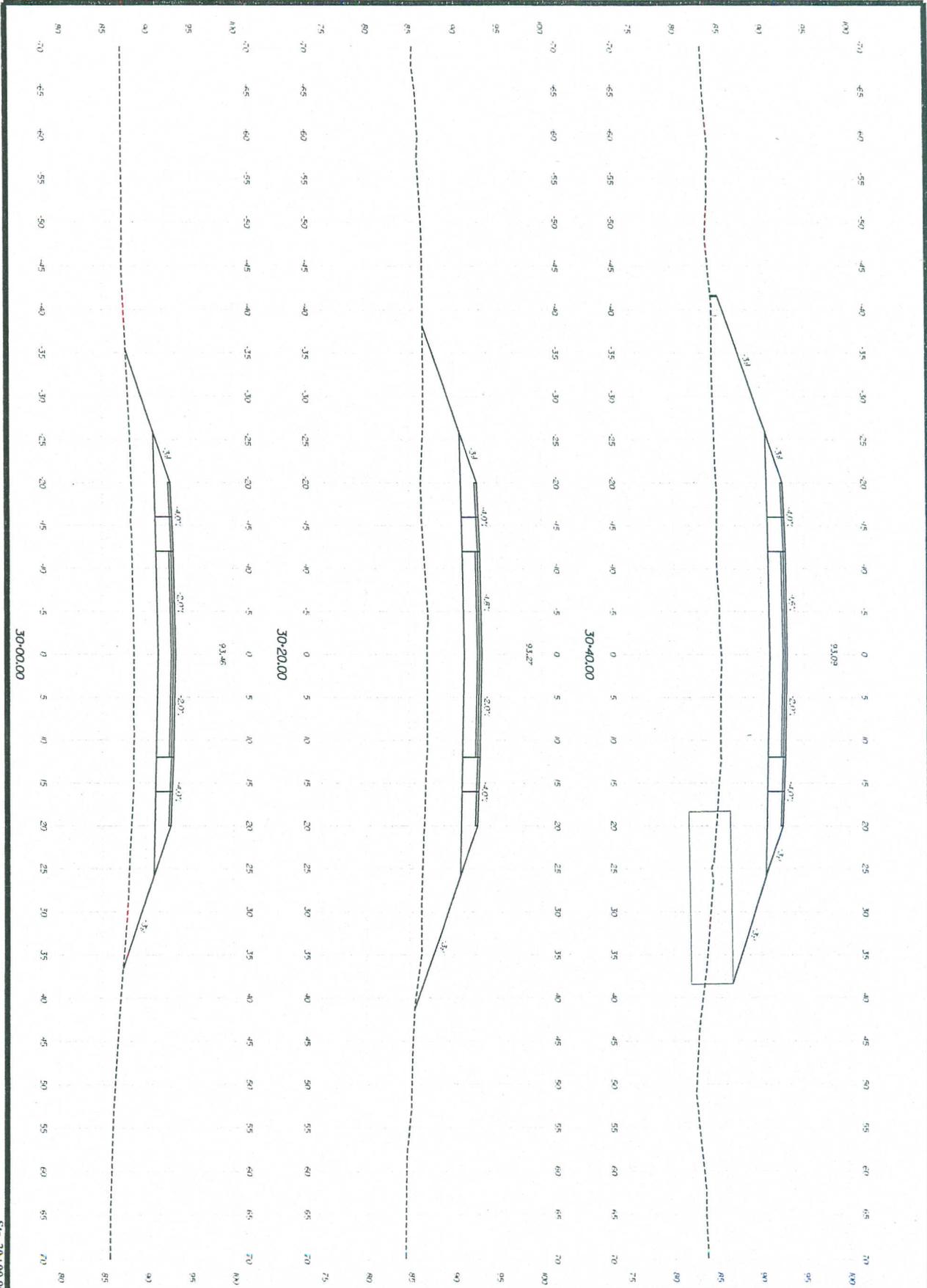
PIN  
 13332.09

HIGHWAY PLANS



Sta. 15+00.00 to Sta. 25+00.00

<p><b>2</b></p> <p>SHEET NUMBER</p>	<p>ACADIA GATEWAY FACILITY BUS MAINTENANCE FACILITY</p>		<p>SIGNATURE _____</p>		<p>STATE OF MAINE DEPARTMENT OF TRANSPORTATION</p>		
	<p><b>CROSS SECTIONS</b></p>		<p>P.E. NUMBER _____</p>		<p><b>13332.09</b></p>		
				<p>DATE _____</p>		<p>FIN <b>13332.09</b> HIGHWAY PLANS</p>	



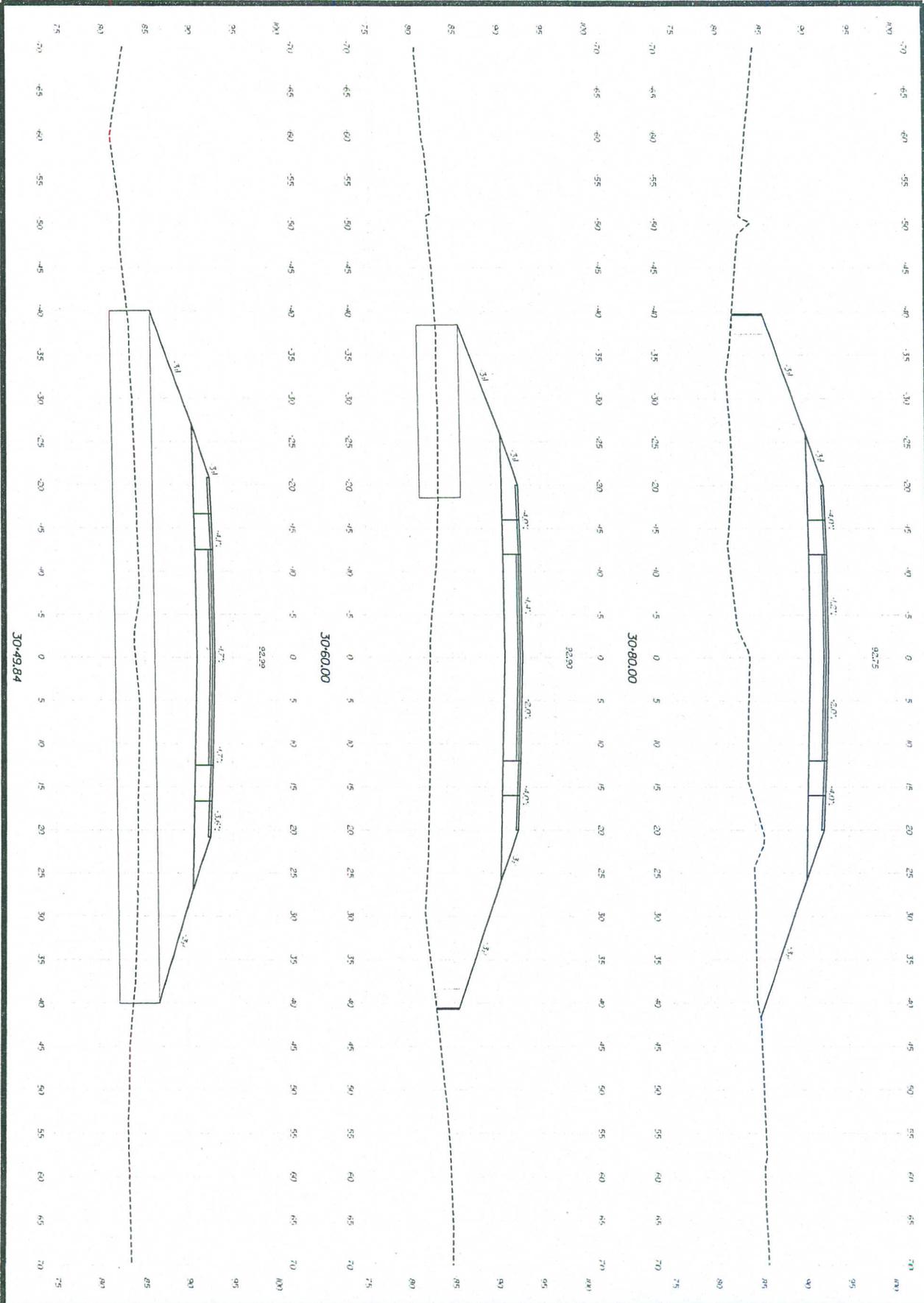
Sta. 30+00.00 to Sta. 30+40.00

3 OF 12 SHEET NUMBER

ACADIA GATEWAY FACILITY  
BUS MAINTENANCE FACILITY  
CROSS SECTIONS

SIGNATURE	
P.E. NUMBER	
DATE	

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
13332.09  
PIN  
11112 08



Sta. 30+49.84 to Sta. 30+80.00

OF 12

4

SHEET NUMBER

ACADIA GATEWAY FACILITY  
BUS MAINTENANCE FACILITY

CROSS SECTIONS

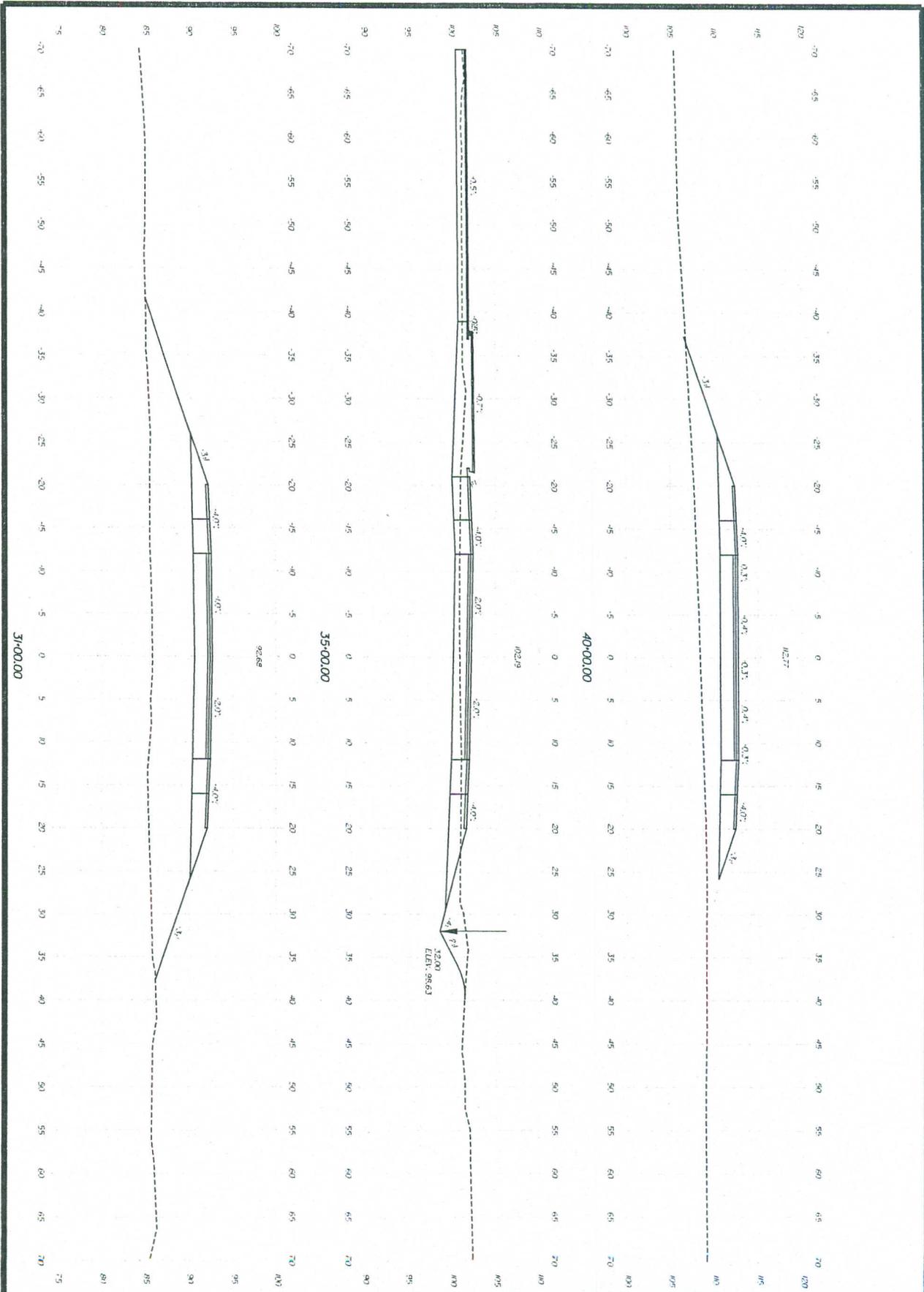

SIGNATURE	
P.E. NUMBER	
DATE	

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

13332.09

PIN  
13332.09

HIGHWAY PLANS



Sta. 31+00.00 to Sta. 40+00.00

OF 12

5

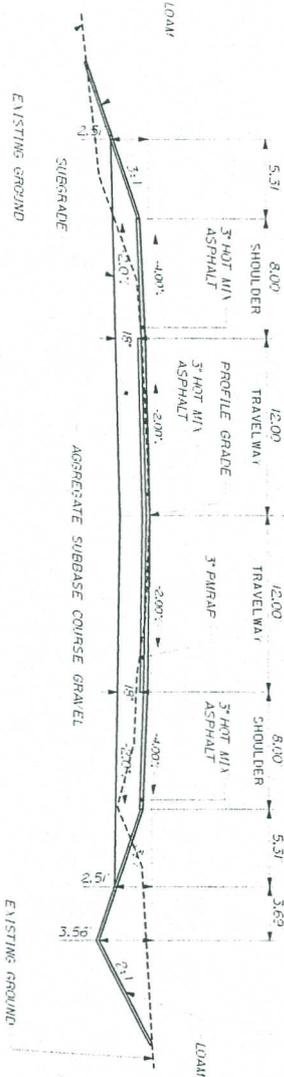
SHEET NUMBER

ACADIA GATEWAY FACILITY  
BUS MAINTENANCE FACILITY

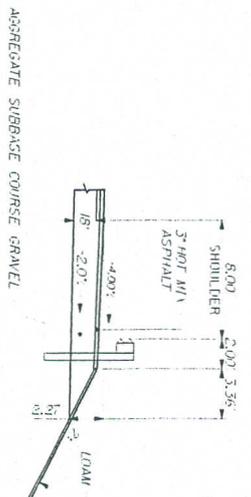
CROSS SECTIONS

DATE	
P.E. NUMBER	
SIGNATURE	

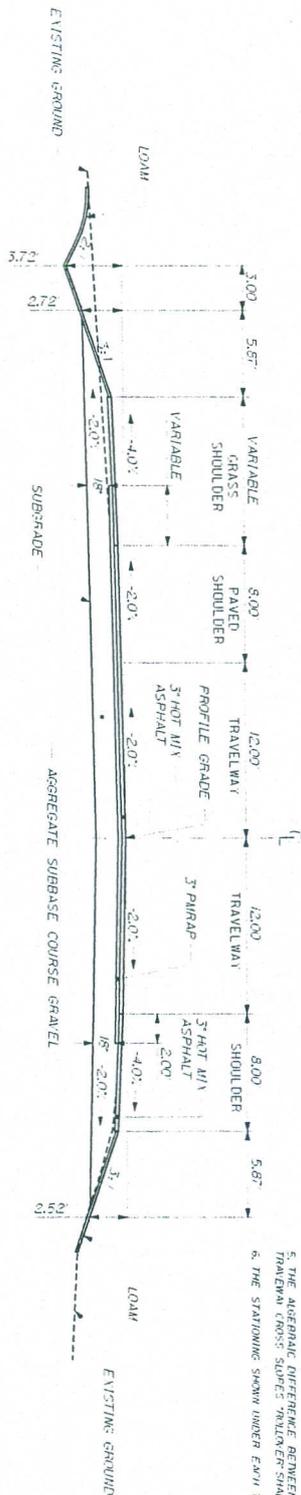
STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
13332.09  
PIN 13332.09  
HIGHWAY PLANS



**ROUTE 3  
6 IN HOT MIX ASPHALT PAVEMENT  
FULL DEPTH GRAVEL - NORMAL SECTION  
STATION 153+00 TO 155+50  
STATION 178+50 TO 187+00**



**ROUTE 3  
GUARDRAIL SECTION -  
STATION 178+50 TO 182+50 RIGHT  
STATION 179+50 TO 182+00 LEFT**



**ROUTE 3  
6 IN HOT MIX ASPHALT PAVEMENT  
FULL DEPTH GRAVEL - NORMAL SECTION  
STATION 155+50 TO STATION 164+50**

**NOTE:**

1. THE PAVEMENT BASE AND SUBBASE DEPTHS AS SHOWN ON THE PLANS ARE INTENDED TO BE MINIMAL.
2. WHEN SUPERELEVATION EXCEEDS THE SLOPE OF THE INSIDE SHOULDER, THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
3. CROWNS FOR BOTH NORMAL AND SUPERELEVATION SECTIONS FOR ALL COURSES OF SUBBASE AND PAVEMENT SHALL BE STRAIGHT.
4. THE GRAVEL QUANTITY CALCULATION IS BASED ON A 2" LOAM OR DIRT BARRIER DEPTH. THE ACTUAL DEPTH MAY VARY, SEE THE GENERAL NOTES.
5. THE AVERAGE DIFFERENCE BETWEEN THE SHOULDER AND TRAVELWAY CROSS SLOPES SHOULD BE APPROXIMATE 8".
6. THE STATIONING SHOWN UNDER EACH TRUCK IS APPROXIMATE.

NOT TO SCALE

OF 12

6

SHEET NUMBER

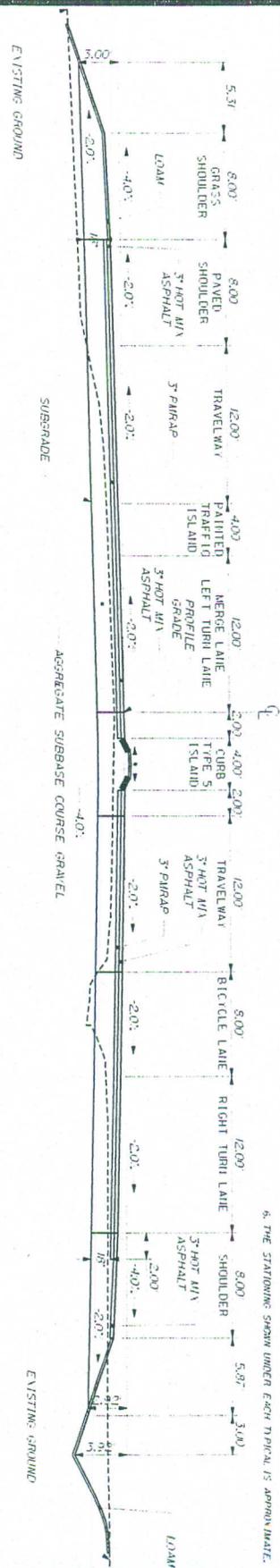
TYPICAL SECTIONS

TRENTON  
ROUTE 3

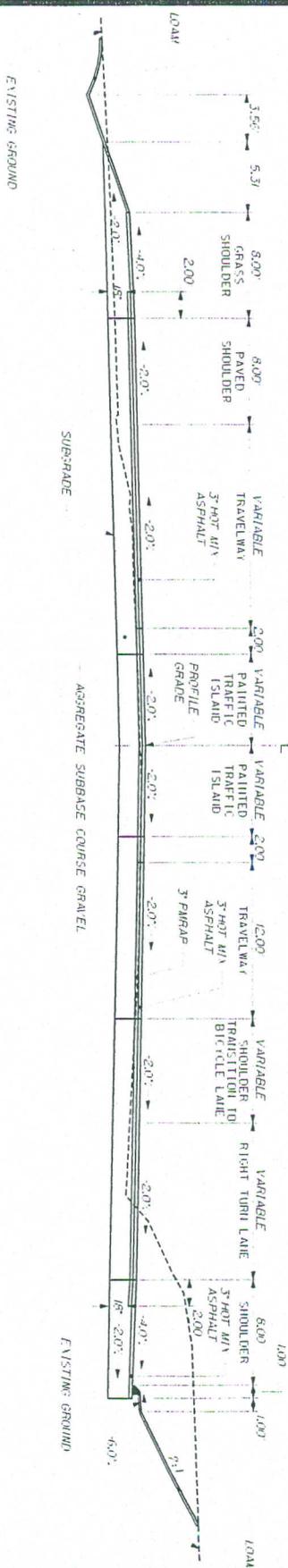
SIGNATURE	
P.E. NUMBER	
DATE	

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
13332.09  
PIN 13332.09  
HIGHWAY PLANS

**ROUTE 3**  
**6 IN HOT MIX ASPHALT PAVEMENT**  
**FULL DEPTH GRAVEL - NORMAL SECTION**  
**CURBED ISLAND, PAINTED TRAFFIC ISLAND,**  
**BICYCLE LANE AND TURN LANES**  
**STATION 168+50 TO 171+15**  
**STATION 172+57 TO 175+00**



**ROUTE 3**  
**6 IN HOT MIX ASPHALT PAVEMENT**  
**FULL DEPTH GRAVEL - NORMAL SECTION**  
**PAINTED TRAFFIC ISLAND, BICYCLE LANE AND TURN LANES**  
**STATION 164+50 TO STATION 168+50**



**CURB TYPE 3**  
**STATION 166+85 TO 167+45 AND**  
**STATION 167+60 TO 168+00**

- NOTE:**
1. THE PAVEMENT BASE AND SUBBASE DEPTHS AS SHOWN ON THE PLANS ARE INTENDED TO BE NOMINAL.
  2. WHEN SUPERELEVATION EXCEPTS THE SLOPE OF THE LOW SIDE SHOULDER THE LOW SIDE SHOULDER SHALL HAVE THE SAME SLOPE AS THE TRAVELWAY.
  3. CROWNS FOR BOTH NORMAL AND SUPERELEVATION SECTIONS FOR ALL COURSES OF SUBBASE AND PAVEMENT SHALL BE STRAIGHT.
  4. THE GRAVEL QUANTITY CALCULATION IS BASED ON A 2" DUMP OR DIRT BURNING DEPTH. THE ACTUAL DEPTH MAY VARY. SEE THE GENERAL NOTES.
  5. THE AVERAGE DIFFERENCE BETWEEN THE SUPERELEVATION AND TRAVELWAY CROSS SLOPES SHALL NOT EXCEED 8%.
  6. THE STATIONING SHOWN UNDER EACH TYPICAL IS APPROXIMATE.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
13332.09	
PIN 13332.09	HIGHWAY PLANS

SIGNATURE	
P.E. NUMBER	
DATE	

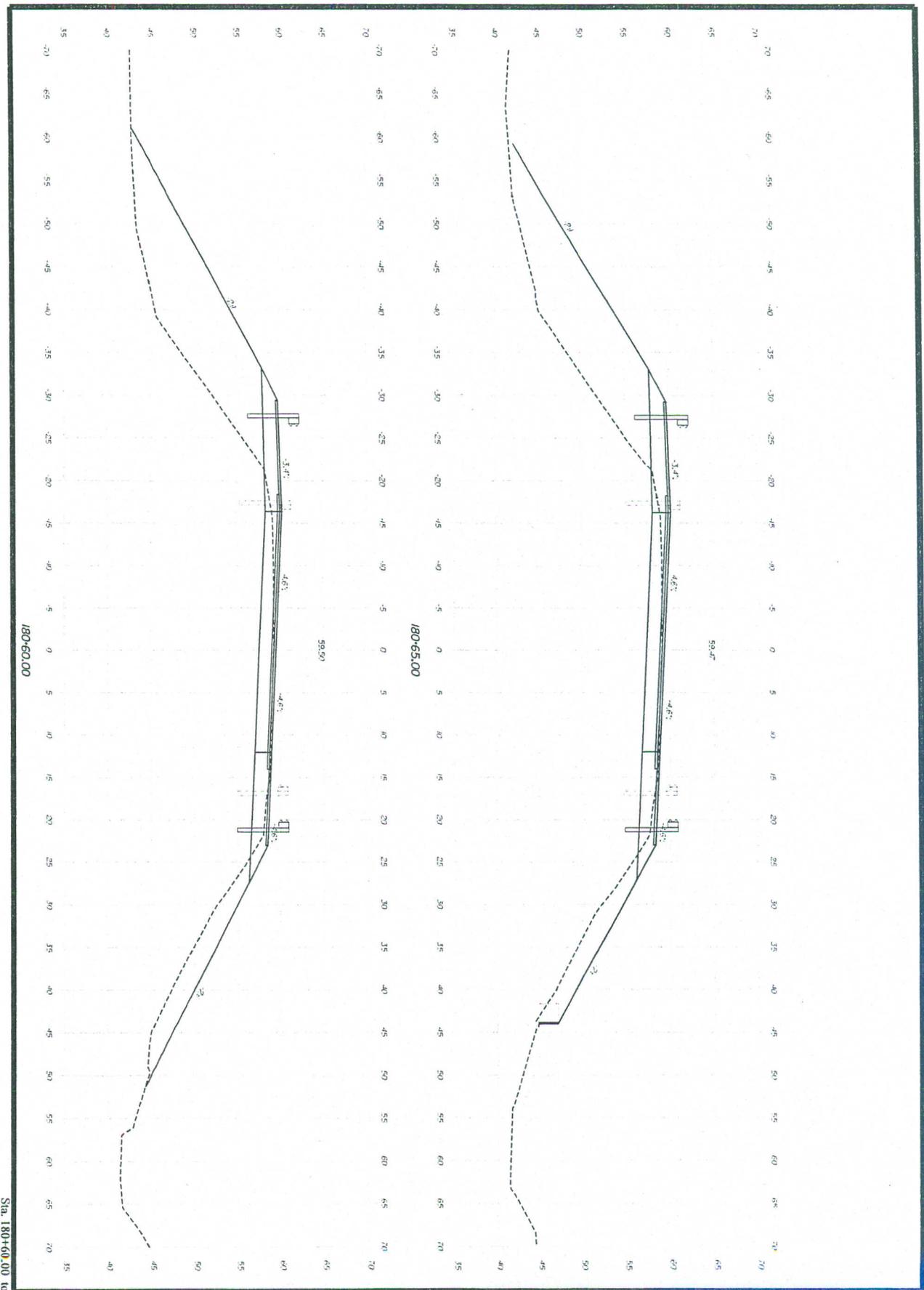
TRENTON  
ROUTE 3

**TYPICAL SECTIONS**

SHEET NUMBER  
7

OF 12

NOT TO SCALE



180+60.00

180+65.00

Sta. 180+60.00 to Sta. 180+65.00

OF 12

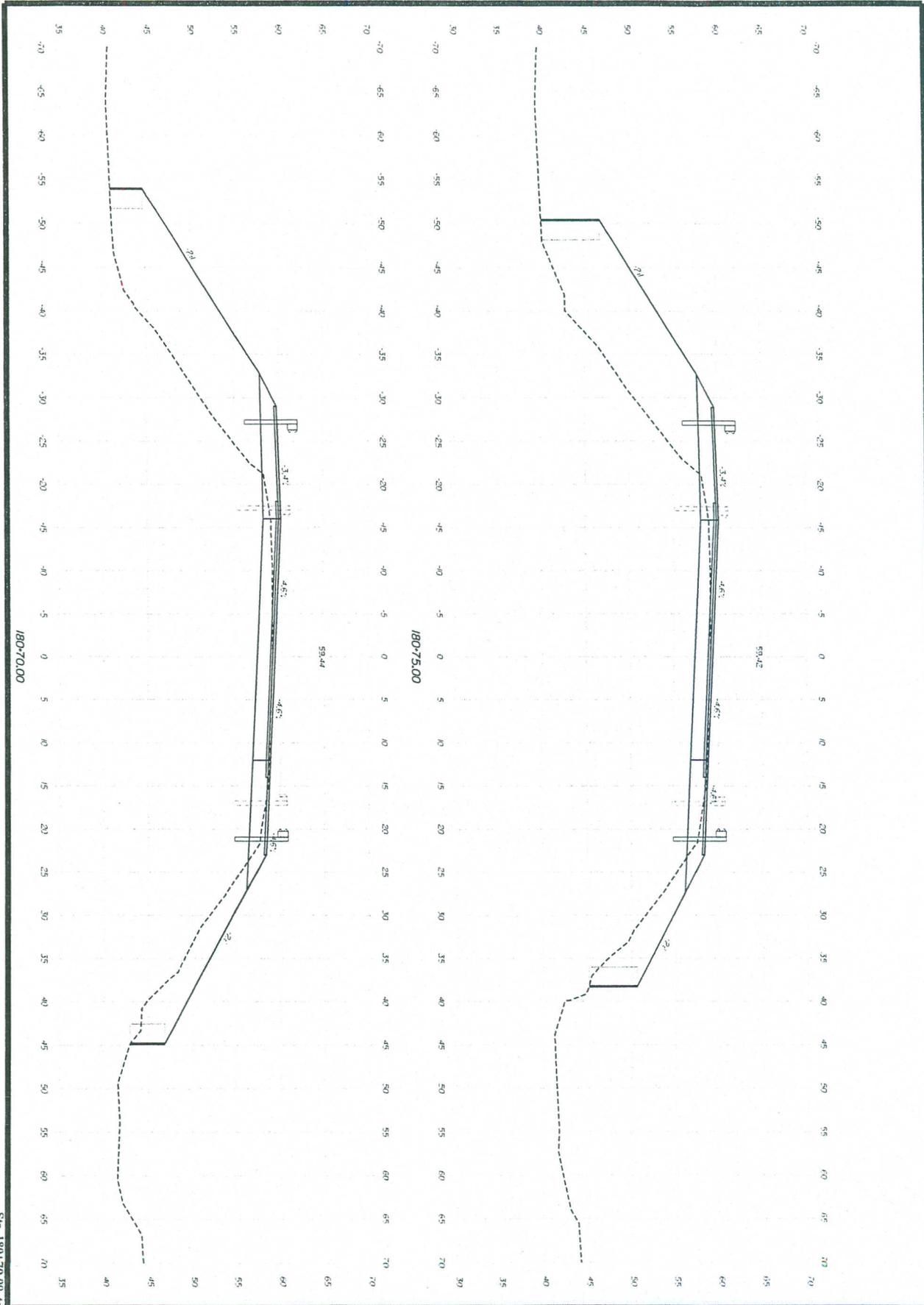
8

SHEET NUMBER

TRENTON  
ROUTE 3  
CROSS SECTIONS


SIGNATURE  
P.E. NUMBER  
DATE

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
13332.09  
PIN  
13332.09 HIGHWAY PLANS



Sta. 180+70.00 to Sta. 180+75.00

OF 12

9

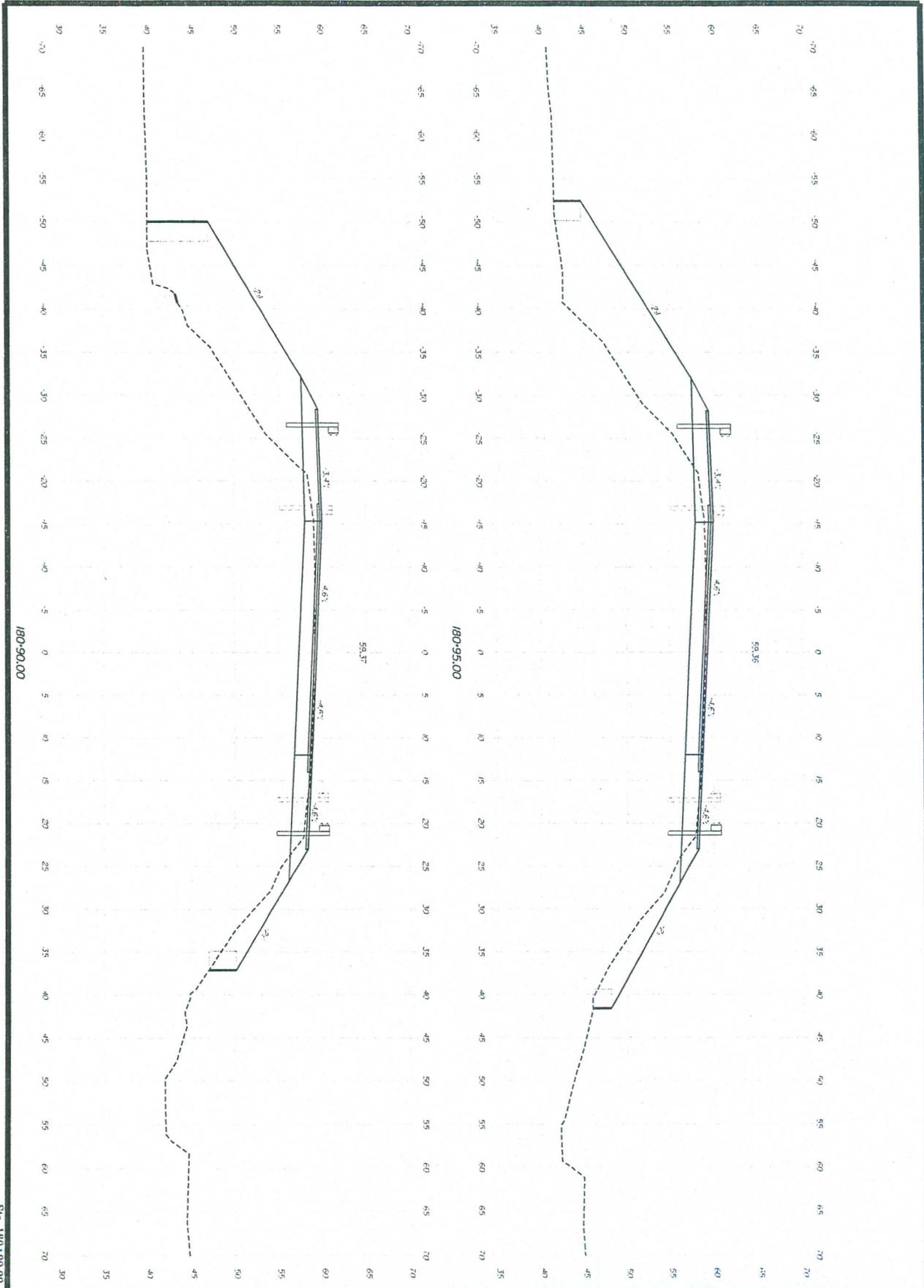
SHEET NUMBER

TRENTON  
ROUTE 3  
CROSS SECTIONS


SIGNATURE \_\_\_\_\_  
 P.E. NUMBER \_\_\_\_\_  
 DATE \_\_\_\_\_

STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION  
 13332.09  
 PIN  
 13332.09  
 HIGHWAY PLANS





Sta. 180+90.00 to Sta. 180+95.00

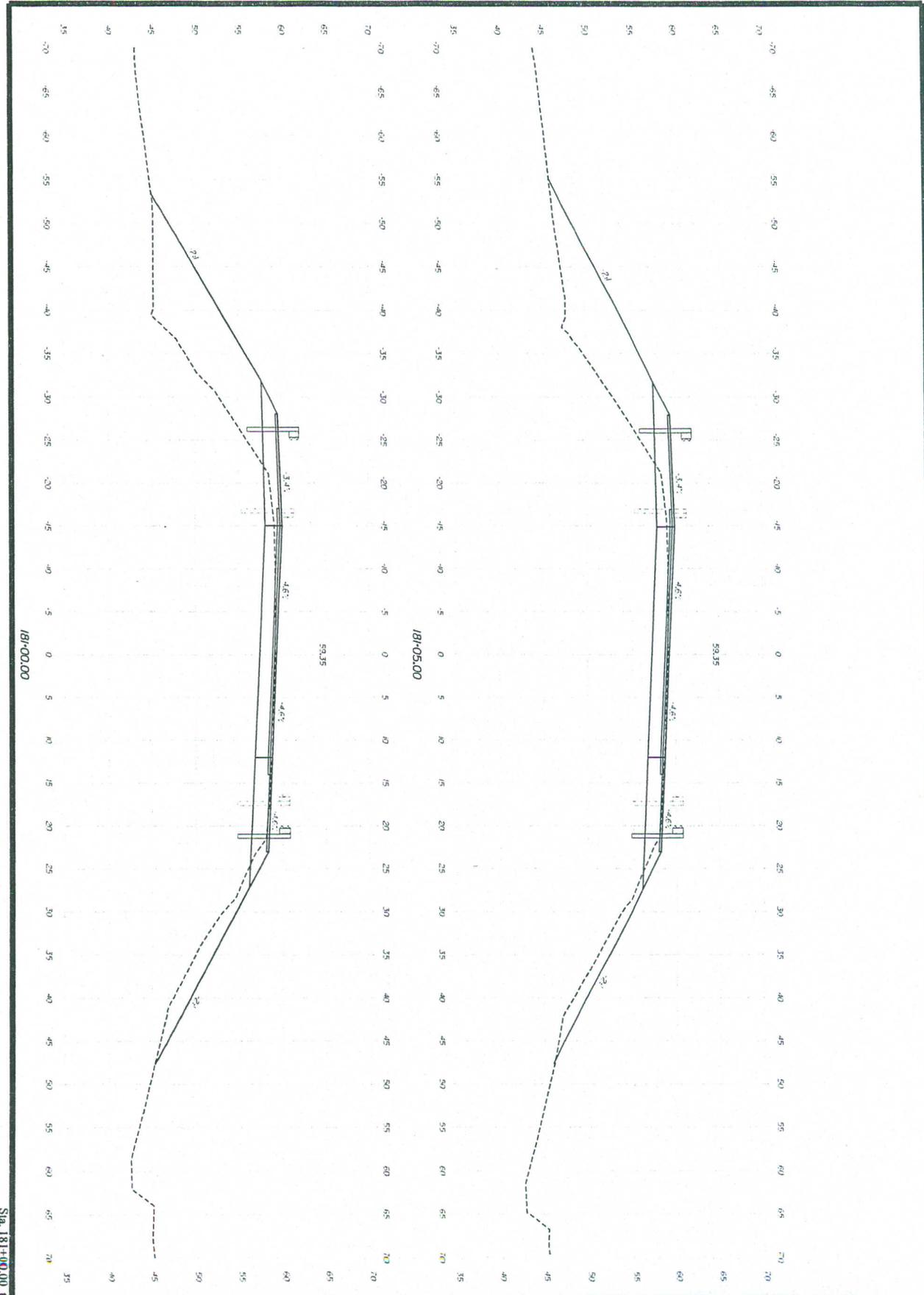
OF 12

SHEET NUMBER  
**11**

TRENTON  
ROUTE 3  
CROSS SECTIONS


SIGNATURE  
P.E. NUMBER  
DATE

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
13332.09  
PIN



Sta. 181+00.00 to Sta. 181+05.00

OF 12  
**12**  
 SHEET NUMBER

TRENTON  
 ROUTE 3  
**CROSS SECTIONS**

NO.	DATE	BY	CHKD.	APP'D.

SIGNATURE  
 P.E. NUMBER  
 DATE

STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION  
**13332.09**  
 PIN  
 13332.09 HIGHWAY PLANS



**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:** \_\_\_\_\_

**Name of Permittee:** \_\_\_\_\_

**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

**PGP WORK START NOTIFICATION FORM**  
**(Minimum Advance Notice: Two Weeks)**

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

A Corps of Engineers Permit (No \_\_\_\_\_) was issued to \_\_\_\_\_. The permit authorized the permittee(s) to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Proposed Work Dates: Start: \_\_\_\_\_  
Finish: \_\_\_\_\_

PERMITTEE'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**FOR USE BY THE CORPS OF ENGINEERS**

PM \_\_\_\_\_ Submittals Required: \_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_